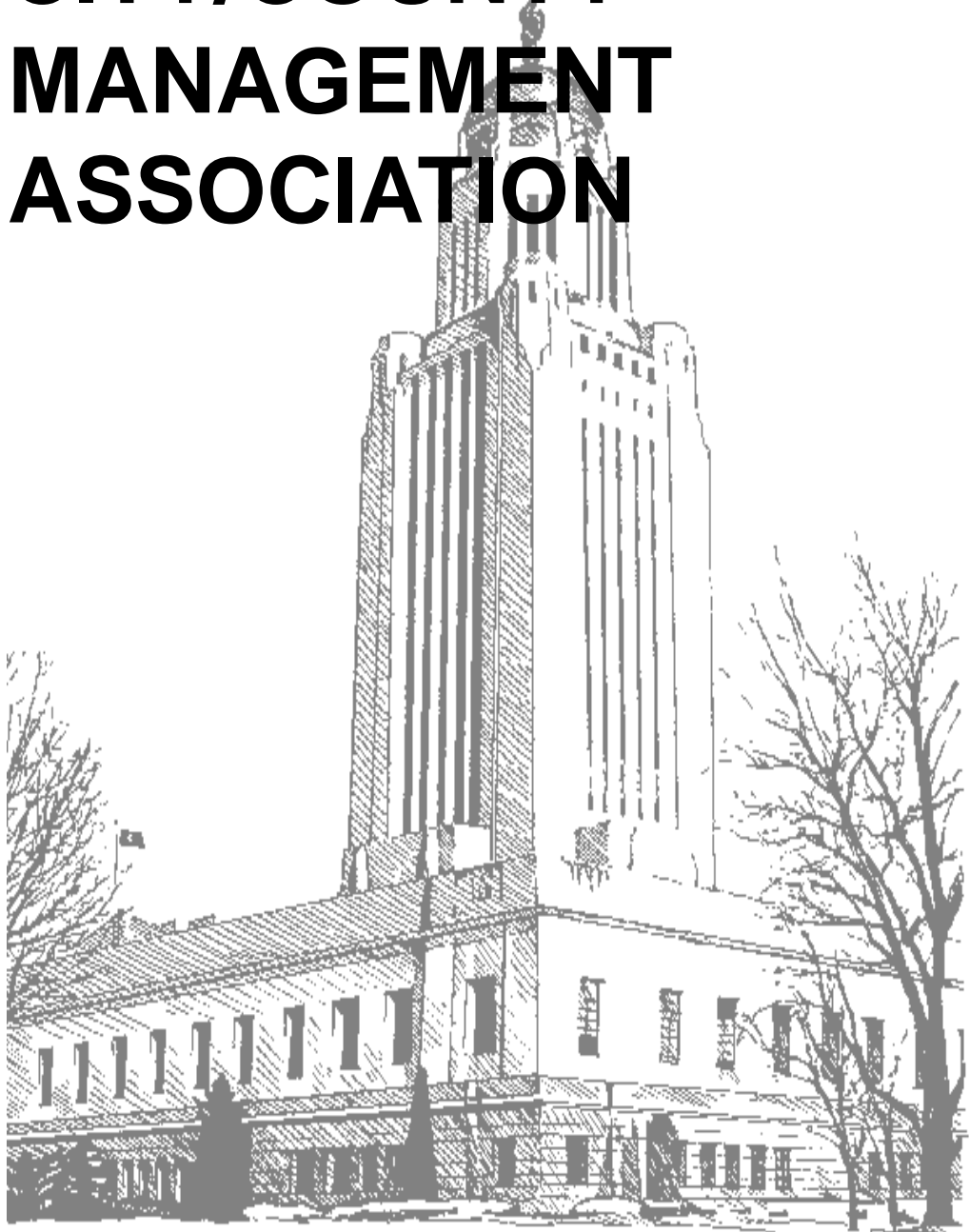

NEBRASKA CITY/COUNTY MANAGEMENT ASSOCIATION



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NEBRASKA CITY-COUNTY MANAGEMENT ASSOCIATION - NCMA
EXECUTIVE BOARD MEMBER DUTIES & OFFICER RESPONSIBILITIES
APPROVED AS OF NOV2011

NCMA PRESIDENT:

- Spokesperson for NCMA Membership Organization
- Spokesperson and Officer of Record For ICMA
- Spokesperson for UNO & University of Nebraska Foundation/Scholarship Activities
- Appoints all NCMA Sub Committees
- Approves Budgeted Expenses with Assistance of League Staff
- Supports and Maintains Intern Placement & City Manager Profession Campaigns
- Calls & Conducts all NCMA Meetings
- Sets & Finalizes all NCMA Meeting Agendas
- Makes Recommendations & Announcements on New Member Applications
- Calls & Sets Up All NCMA Conference & Executive Board Calls
- Prepares & Presents Annual Budget at NCMA League Annual Fall Meeting
- Represent & Attend Annual ICMA Mountain Plains Regional Training Summit
- Represent & Attend Annual ICMA Annual Training Conference & Group Events
- Organize Annual ICMA Conference Monday Night State Reception Venue
- Provide Quarterly Update Reports & Needs Requests to ICMA Mountain Plains V.P.
- Conducts any Ethics Inquiries and Investigations

NCMA PAST-PRESIDENT:

- Advisory & Support Role for Membership Recruitment & ICMA Membership Retainment
- Review & Bring Forward any NCMA Bylaw Modifications to NCMA President
- Support Range Rider Activities & New Member Contact in Absence of Position
- Contact League Office Rep to Order Presidents Service Award by March 1st.

NCMA PRESIDENT-ELECT:

- Sets Date & Organizes the Annual Conference with Assistance of Executive Committee
- Works with President & Executive Committee to Determine Statewide Training Topics
- May Attend Annual ICMA Mountain Plains Regional Training Summit with NCMA President
- Serve as NCMA Representative to Annual ICMA Conference Planning Committee
- Update NCMA Membership on Annual ICMA Conference Date, Logistics & Gatherings
- Initiates & Oversees Distinguished Professional Service Award Process (By July 1-Nominations)

NCMA VICE-PRESIDENT:

- Contacts & Presents New Member App & Profile Data to Newly Approved NCMA Members/Cities
- Forward all Approved New Members Documents to Planning Coordinator & NCMA Sec-Treasurer
- Monitors Website & Facebook/Social Media Sites to keep Active & Current with Planning Coordinator
- Initiates Member Nomination Process For League Executive Board Name Recommendation
- Act as Executive Boards Representative to all Members In Transition (MIT)

NCMA SECRETARY-TREASURER:

- Draft & Prepares all NCMA Meeting Minutes
- Update and Presents Membership Signup Sheets For All Meetings
- Prepares NCMA Meeting Financial Reports with League Staff Prior to NCMA Meetings
- Approves & Forwards NCMA Expenses to League Staff For Processing
- Maintains Scholarship, UNL Foundation, & ICMA Pledge Annual Payments
- Approves & Processes Range Rider Expenses to ICMA for Annual Reimbursement
- Approves & Processes Applicable Grant Reimbursements to League Staff
- Maintains NCMA Member/Mailing Lists & Forward to League Staff & Planning Coordinator.
- Maintains & Forwards all Records & Media Documents to Newly Elected Sec/Treasurer



NCMA
Nebraska City/County
Management Association
A State Affiliate of **ICMA**

2015-2016 Officers

President

J.D. Cox
City Manager
PO Box D
Alliance, NE 69301-0770
Phone: 308-762-5400
FAX: 308-762-7848
jdcoc@cityofalliance.net

President-Elect

Shane Weidner
City Administrator
309 N 5th Street
Norfolk, NE 68701-4092
Phone: 402-844-2000
FAX: 402-844-2001
sweidner@ci.norfolk.ne.us

Vice President

Brent Clark
City Administrator
PO Box 504
Broken Bow, NE 68822-0504
Phone: 308-872-5831
FAX: 308-872-6885
bclark@cityofbrokenbow.org

Secretary/Treasurer

Al Vacanti
City Administrator/Clerk/Treasurer
PO Box 367
Wisner, NE 68791-0367
Phone: 402-529-6616
FAX: 402-529-6425
citywisner@cableone.net

Past President

Joe Mangiamelli
City Administrator
PO Box 1677
Columbus, NE 68602-1677
Phone: 402-562-4232
FAX: 402-563-1380
jmangi@columbusne.us



NCMA

Nebraska City/County Management Association

A State Affiliate of **ICMA**

What is NCMA?

The purpose of the Nebraska City Management Association is to promote the proficiency of professional city administrators and to strengthen the quality of urban government by promoting professional city management. Its services, programs and publications are guided by these NCMA goals:

- To be the professional and educational association of appointed urban managers.
- To strengthen the competence of appointed urban managers and to ensure qualified talent to meet urban governmental needs.
- To strengthen the quality of urban government by promoting professional city management.
- To provide information and analysis of data, management ideas, and methods for urban governmental management and to stimulate and participate in the development and translation of new concepts of urban government management.
- To contribute to the understanding and resolution of urban government issues.

What does NCMA Do?

The Nebraska City Management Association holds three meetings annually at various locations throughout Nebraska.

- A winter meeting is held in January or February and is focused on legislative matters and budget projections.
- At the summer meeting, which last two or three days, a professionally-prepared program is delivered on a subject aimed at making better managers.
- The fall meeting, held in conjunction with the Annual Conference of the League of Nebraska Municipalities, is actually the annual meeting of the Association. Officers are elected and other business matters are acted upon at this time.
- In addition to holding meetings, the Association has continuing programs and an active list-serve to assist managers and to promote the profession.

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

NEBRASKA CITY/COUNTY MANAGEMENT ASSOCIATION,

a Nonprofit Corporation filed Articles of Incorporation on October 17, 2014.

**I further certify that attached is a true and correct copy of the above
mentioned Articles of Incorporation.**

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of


October 17, 2014

John A. Gale
Secretary of State

ARTICLES OF INCORPORATION

OF THE

NEBRASKA CITY/COUNTY MANAGEMENT ASSOCIATION

NE Sec of State John A Gale - CORP AP

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NEBRASKA CITY/COUNTY MANAGEMEN
Filed: 10/17/2014 11:42 AM

Pursuant to Section 21-19, 106 of the Nebraska Nonprofit Corporation Act, the undersigned nonprofit corporation adopts the following Articles of Incorporation:

Article I. NAME

The name of the Corporation is Nebraska City/County Management Association a mutual benefit corporation in accord with Section 21-1921, Nebraska Revised Statutes.

Article II. Duration

The Corporation's duration is perpetual.

Article III. Purposes

The purposes for which the Corporation is organized are:

(1) To perpetuate and develop the Corporation as an agency for the cooperation and interaction of appointed officials of all cities and villages and counties in the State of Nebraska in the practical study and conduct of municipal affairs; and,

(2) To promote the application of the most efficient methods of management of the affairs of the cities and villages and counties in the State of Nebraska by holding at least one statewide conference annually and by maintaining an effective communication system that will enable association members to engage in the discussion of mutual problems in city and village and county administration; and,

(3) To gather and circulate information and experience on the most efficient and accepted methods of city and village and county operations and administration; and,

(4) To participate in the process of developing and promoting general municipal legislation from the Nebraska Legislature which will be beneficial to the cities and villages of the State of Nebraska and citizens thereof; and to oppose legislation which the association members determine will be detrimental to such cities and villages; and,

(5) The rendering of such special and general advice and services as may be

deemed advisable and the recommendation of reliable agencies to undertake special services for the cities and villages and counties of the State of Nebraska and the appointed officials thereto; and,

(6) To support the development of qualified municipal management candidates to serve the cities and villages and counties of the State of Nebraska; and,

(7) All other purposes for which nonprofit corporations may be organized under the laws of the State of Nebraska from time to time in effect, which do not affect the tax exempt status of the Corporation organized under Code Section 501 (C) (6) of the Internal Revenue Code.

Article IV. Corporation Initial Registration

This is a mutual benefit Corporation which shall have members from the cities and villages and counties of the State of Nebraska. The address of the initial registered office shall be 2424 14th Street, Columbus, NE, 68601. The name of the initial registered agent at such address is Joseph A. Mangiamelli.

Article V. Initial Directors

The number of directors constituting the initial Board of Directors shall be five (5) and the names and addresses of the persons who will serve as initial directors are as follows:

NAME	ADDRESS
Joseph A. Mangiamelli	2424 14 th Street, Columbus, NE 68601
Joseph J. Johnson	1409 Central Avenue, Nebraska City, NE 68410
J. D. Cox	P. O. Box D, 324 Laramie Avenue, Alliance, NE 69301
Shane Weidner	309 North 5 th Street, Norfolk, NE 68701
Brett Baker	P. O. Box 64, Seward, NE 68434-0064

Article VI. Appointment

The manner in which the Board of Directors are appointed shall be stated in the By-Laws of the Corporation.

Article VII. Members

The Corporation shall have members who shall be municipal, village and county appointed officials residing and serving cities and villages and counties in the State of Nebraska.

Article VIII. Incorporators

The names and address of the incorporators are as follows:

NAME	ADDRESS
Joseph A. Mangiamelli	2424 14 th Street, Columbus, NE 68601
Joseph J. Johnson	1409 Central Avenue, Nebraska City, NE 68410
J. D. Cox	P. O. Box D, 324 Laramie Avenue, Alliance, NE 69301
Shane Weidner	309 North 5 th Street, Norfolk, NE 68701
Brett Baker	P. O. Box 64, Seward, NE 68434-0064

Article IX. Powers

The Corporation shall have and may exercise all powers and rights conferred upon corporations organized and existing under the Nebraska Nonprofit Corporation Act.

Article X. Binding Effect

These Articles of Incorporation supersede any previous articles or agreements as may have been in effect from time to time governing the affairs of the Nebraska City/County Management Association and all amendments thereto.

Article XI. Dissolution

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organizations or organizations organized and operated exclusively for municipal management purposes, including but not limited to the League of Nebraska Municipalities, as shall at the time qualify as an exempt organization or organization under Section 501 (C)(6) or (1) of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue Law, as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the County Court in which the principal office of the Corporation is then located, exclusively for the purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

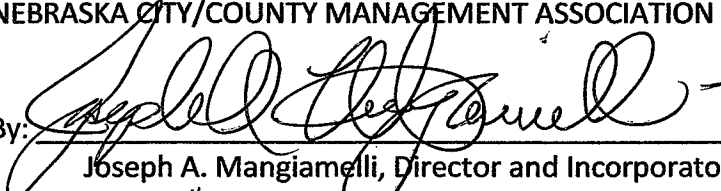
Article XII. Adoption


These Articles of Incorporation have been duly adopted at the annual summer conference on June 6, 2014, by the members of the corporation entitled to vote on such Articles in accordance with the Section 21-19, 106 of the Nebraska Nonprofit Corporation Act.

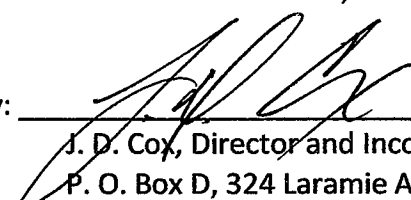
Dated: September 25, 2014.


We the undersigned residents of the State of Nebraska, being of age, do hereby associate ourselves together for the purpose of forming a nonprofit corporation under the statutes of the State of Nebraska.


NEBRASKA CITY/COUNTY MANAGEMENT ASSOCIATION

By: 
Joseph A. Mangiamelli, Director and Incorporator
2424 14th Street, Columbus, NE 68601

By: 
Joseph J. Johnson, Director and Incorporator
1409 Central Avenue, Nebraska City, NE 68410

By: 
J. D. Cox, Director and Incorporator
P. O. Box D, 324 Laramie Avenue, Alliance, NE
69301

By: 
Shane Weidner, Director and Incorporator
309 North 5th Street, Norfolk, NE 68701

By: 
Brett Baker, Director and Incorporator
P. O. Box 64, Seward, NE 68434-0064

NCMA Membership Application



NCMA
Nebraska City/County
Management Association
A State Affiliate of ICMA

Please type or print information in ink:

Mr. Mrs. Ms.

Name _____

Title _____

Employer _____

Address _____

City _____ State _____ ZIP _____

Business Phone _____ Cell Phone _____

Email _____ Business Fax _____

MEMBERSHIP CATEGORIES:

A. Category of membership for which you are applying (check one):

FULL MEMBER*

A full member of the Nebraska City/County Management Association is any person who is a city or county manager/administrator or an assistant to a city or county manager/administrator of a Nebraska city or county.

DUES – cities and counties of population in excess of 2,000: .004 x salary and \$100 per year for the immediate assistant to the appointed chief administrative officer or the designated senior staff member

DUES – cities and counties of population less than 2,000: \$100 per year

**Individuals qualifying for Full Membership as determined by NCMA cannot maintain membership at a lower level.*

COOPERATING MEMBER

Cooperating membership may be granted to any individual holding responsible administrative positions in a Nebraska city or county other than city or county manager/administrator (example staff members). Cooperating membership also includes other persons who are interested in the objectives of the Nebraska City/County Management Association (examples college instructors, former managers/administrators, former assistant managers/administrators, urban researchers, persons employed by the private sector, federal or state government and other units of local government) who are interested in the objectives of the Nebraska City/County Management Association. Cooperating members do not have voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

DUES: \$100 per year

HONORARY MEMBER

Honorary members are chosen for the Nebraska City/County Management Association because of distinguished contributions to the Association and to the field of city and county government. Honorary memberships are not limited to persons who have served as city or county managers/administrators. Honorary members do not have voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

DUES: Complimentary

LIFE MEMBER

Life membership in the Nebraska City/County Management Association is available to any individual who has retired or no longer employed in the profession of city or county management and has been a member of the Nebraska City/County Management Association for 20 years. Membership in city or county management organizations of another state may be substituted for up to 10 years of the 20-year membership requirement. Life members do not have voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

DUES: Complimentary

STUDENT MEMBER

Any college student interested in local government management who is pursuing an undergraduate or graduate degree (minimum half-time status). Student members do not have voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

DUES: \$25 per year

B. Have you ever been a member of NCMA or other state associations of ICMA?
_____No _____Yes (If yes, please list dates and classification of membership.)

C. Are you a member or have you made an application for membership to ICMA?
_____No _____Yes (If yes, please list dates and classification of membership.)

PROFESSIONAL INFORMATION:

A. EDUCATION (List only completed undergraduate and graduate degrees.)

Degree	Year	Subject	Name of Institution	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

B. EMPLOYMENT EXPERIENCE (List current position first.)

From (Mo/Yr)	To (Mo/Yr)	Title	Name of Employer	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PERSONAL INFORMATION:

Family (Spouse) _____

(Children, year of birth) _____

Hobbies _____

SIGNATURE:

I hereby apply for membership in NCMA. I have read the NCMA Code of Ethics and agree to abide by it. All information on this application is factual.

Signature _____ Date _____

Return completed form and payment to: League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508
Phone: (402) 476-2829

NCMA Code of Ethics

The Nebraska City Management Association has adopted the ICMA Code of Ethics. All members, without regard to classification shall be required to subscribe to and be bound by this Code of Ethics
- Article VIII of the NCMA Constitution

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in April 2015. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2015.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

Tenet 3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several

offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

Tenet 4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

GUIDELINE

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

Tenet 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create

the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status. It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties. Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

**CONSTITUTION AND BY-LAWS
NEBRASKA CITY/COUNTY MANAGEMENT ASSOCIATION
AS AMENDED THROUGH JUNE 28, 2013**

CONSTITUTION

ARTICLE I

NAME

Section 1. The name of the organization shall be the Nebraska City/County Management Association (NCMA).

ARTICLE II

OBJECT

Section 1. The purpose of this Association shall be to promote proficiency of city administrators/managers, county administrators/managers and other local government administrators and aid in the improvement of local government administration in general; to provide a clearing house for information on matters of interest or concern to all local governments and to establish a cadre of local government chief executives to devise and seek the enactment of legislation for the benefit of all municipalities and counties.

ARTICLE III

OFFICERS

Section 1. The officers of this Association shall be: President; President-Elect; Vice President; Secretary/Treasurer; Director, who shall be the immediate past president; and such other officers as may be authorized from time to time by the active membership.

Section 2. All officers shall be employed as the chief administrative officer or the immediate assistant to the chief administrative officer by a municipality, county or council of governments in the State of Nebraska and shall be a member of the International City/County Management Association; and their term of office shall be for one year or until their successor is duly qualified and elected.

Section 3. Any office shall be vacated immediately upon the removal of the incumbent from the State of Nebraska or upon the retirement of the incumbent from active service in an administrative capacity, in which event the usual succession in office shall follow, except that any officer retiring from active service in an administrative capacity and continuing his residence in the State of Nebraska may complete his term of office if a majority of the balance of the Executive Board so elects. A Secretary/Treasurer vacancy, or any vacancy not filled through succession, shall be filled according to the procedures outlined in Article VI, Section 4.

ARTICLE IV
EXECUTIVE BOARD

Section 1. The Executive Board shall be composed of all officers elected or appointed in accordance with Article III.

ARTICLE V
COMMITTEES

Section 1. The President shall appoint such standing committees or special committees as he may deem necessary or desirable for the conduct of the Association's business. Standing committees shall serve only for the fiscal year in which they were appointed and special committees shall serve until their reports have been received and/or the committee discharged.

ARTICLE VI
NOMINATIONS, ELECTIONS AND TERM OF OFFICE

Section 1. The Association shall elect the officers enumerated in Article III through the process outlined in Section 3 below and shall announce the successful candidates at the fall business meeting.

Section 2. The term of office shall start November 1st and run through October 31st.

Section 3. A Nominating Committee shall be appointed by the President consisting of five (5) members, one of whom shall be a Past President, who will serve as chair. The Nominating Committee shall take into account geographic balance of the Executive Board in its considerations.

Not less than sixty (60) days prior to the Summer Conference, the Nominating Committee shall invite all members to submit recommendations for nominations, and encourage eligible members to express interest in serving as an officer. The Nominating Committee shall also inform all members that names may be placed in nomination by petitions signed by at least five (5) Full Members in good standing. Petitions must be received at least thirty (30) days prior to the Summer Conference.

At the Summer Conference business meeting, an agenda item shall be reserved for informing the association of the nominations made by the Nominating Committee and by petition. Additional nominations shall then be permitted from the floor. Floor nominations shall be added to the ballot with a majority vote of the Full Members voting.

The Nominating Committee, not less than forty-five (45) days prior to the fall business meeting, shall mail to each Full Member a ballot containing the names of all candidates for each office, together with biographical information on each candidate, and shall identify the manner in which each nomination was made (by Nominating Committee, by petition or by nomination at the Summer Conference). Ballots must be returned by mail to the Nominating Committee chair at least ten (10) calendar days prior to the fall business meeting. The Nominating Committee shall open and count such ballots prior to the fall business meeting and announce the results at said meeting. In the event of a tie for any office, Full Members shall vote by written

ballot at the fall business meeting.

Electronic voting by email or online survey may be used in place of regular mail, as long as the process ensures that only Full Members may vote and vote only once. The Nominating Committee shall take such action as deemed prudent to assure that all ballots remain confidential and to ensure the integrity of the election process. Candidates shall have the right to review the ballots cast prior to the fall business meeting.

Section 4. Vacancies on the Executive Board, which cannot be filled by the usual succession in office according to Article III, Section 3, shall be filled as follows.

The Nominating Committee shall establish an election calendar, which shall not last longer than 90 days. The Nominating Committee shall, for a period of not less than thirty (30) days, invite all members to submit recommendations for candidates, and encourage eligible members to become candidates. All eligible members desiring to serve shall become candidates.

The Nominating Committee shall then mail to each Full Member a ballot containing the names of all candidates for each office, together with biographical information on each candidate. Members shall have not less than thirty (30) days to return ballots by mail to the Nominating Committee chair. The Nominating Committee shall have not less than fifteen (15) days to open and count such ballots and announce the results through the NCMA listserv. Electronic voting may be used as described in Section 3.

ARTICLE VII

MEMBERSHIP CLASSIFICATION

Section 1. Full Member — A Full Member of NCMA shall be any person who is a city or county manager or administrator, or an immediate assistant or deputy to a city or county manager or administrator, employed by a Nebraska city or county. Full Members are encouraged to be members of the International City/County Management Association (ICMA). Full Members shall have voting privileges, shall have access to the NCMA listserv, and shall be included in executive sessions of the Association.

Section 2. Cooperating Member — A Cooperating Member of NCMA may be any person holding a responsible administrative position in a Nebraska city or county other than the position of city or county manager or administrator, or immediate assistant or deputy to a city or county manager or administrator. A Cooperating Member may also be any person who is interested in the objectives of NCMA, such as a former city or county manager or administrator, a former assistant or deputy city or county manager, a college instructor, an urban planner or a local government researcher, whether employed by the private sector or other unit of government. Cooperating Members do not have voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

Section 3. Honorary Member — Honorary Membership in NCMA may be granted by a majority vote of the membership in attendance at any regularly scheduled meeting of the Association to any person who has made distinguished contributions to the Association and to the field of city and county government. Honorary membership is not limited to persons who have served as city or county managers or administrators. Honorary Members do not have

voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

Section 4. Life Member — Life Membership in NCMA is available to any person who has retired or is no longer employed in the profession of city/county management and has been a member of NCMA for twenty years. Membership in a city or county management association of another state may be substituted for up to ten years of the twenty year membership requirement. Life Members shall have voting privileges, shall have access to the NCMA listserv, and shall be included in executive sessions of the Association.

Section 5. Student Member — A Student Member in NCMA shall be any college student interested in local government management who is pursuing an undergraduate or graduate degree (minimum half-time status). Student members do not have voting privileges, shall not have access to the NCMA listserv, and shall be excluded from executive sessions of the Association.

ARTICLE VIII

PROFESSIONAL CONDUCT

Section 1. The ICMA Code of Ethics, as now written and as it may be amended, is hereby adopted as the Code of Ethics of this Association. All members, without regard to classification, shall be required to subscribe to and be bound by this Code of Ethics.

Section 2. The organization shall maintain a standing Committee on Professional Conduct (CPC). The Committee shall consist of three active members of the Association, each of whom shall have served at least five years in a responsible local government management position. The term of office shall be for a period of three years, and shall be staggered to ensure continuity. Appointment shall be made by the President, with ratification by the Executive Board. The Secretary shall serve as board liaison to the Committee on Professional Conduct.

Section 3. The purpose of the Committee shall be to promote ethical conduct among the membership and investigate any complaints of violation of the Code of Ethics. Such investigation shall be in accordance with *ICMA/NCMA Code of Ethics: Rules of Procedure for Enforcement*, incorporated as referenced here.

ARTICLE IX

CONVENTION

Section 1. Conventions of this Association shall be held at least three (3) times per year in conjunction with the League of Nebraska Municipalities Fall and Winter Conferences and the Association's Summer Conference. Special conventions may be called on a date and at a place selected by the Executive Board with at least 30 days notice to the Association.

ARTICLE XI
ADOPTION

Section 1. This Constitution shall be in full force and effect from and after its approval by a majority of the members voting.

Approved this 28th day of June, 2013.



Brett Baker, President

Attest:



J.D. Cox, Secretary

Amended previously on the following dates:

June 29, 2012
February 27, 2012
September 18, 2008
June 13, 2008
September 20, 2007
February 6, 2006
September 29, 1989
June 2, 1978

BY-LAWS

1. The duties of the officers of this Association shall be such as by the general usage are indicated by the title of his/her office. Line of succession shall be Director (Past President), President, President-Elect, Vice President, Secretary/Treasurer.
2. The Secretary shall record all things proper to be written, transact the financial business of the Association, and submit the record of all transactions for auditing at the annual meeting of the Association.
3. Voting by proxy will not be allowed unless specifically authorized by the Association.
4. The fiscal year shall date from November 1 to October 31. Dues shall be payable annually, in advance, and are delinquent after the first month of the fiscal year. Any person elected to membership after six months of any fiscal year shall have expired shall pay one-half of the annual dues.
5. Annual dues shall be as follows:
 - a. Full Member:
 - i. CAO in cities and counties with population greater than 2000 – 0.004 of salary.
 - ii. CAO in cities and counties with population of 2000 or less – \$100.
 - iii. Immediate assistant or deputy – \$100.
 - b. Cooperating Member – \$100.
 - c. Honorary Member – None.
 - d. Life Member – None.
 - e. Student Member – \$25.00 per year.
6. Attendance by Meetings. All classes of membership are allowed to attend the business meetings of the Association. Any full or life member may elect to call an executive session and ask that all other members than full or life members be excused from the meeting area while the executive session is held.
7. These By-Laws may be amended or repealed by a majority vote of the members of the Association present at any convention; or five members of this Association may, by petition to the Executive Board, initiate a desired change, which shall become effective upon ratification by a majority of all members of the Association present at any convention, or by a majority of active members voting thereon by letter ballot, such letter ballot to be canvassed by at least two members of the Executive Board not later than thirty days after the same is mailed by the Secretary. Such amendments shall be presented for consideration in writing to the members of the Association at the previous convention or 90 days prior to voting, whichever is later.

NCMA Meeting Minutes
Mid Winter Conference
February 23, 2014 - Lincoln, Nebraska

President Joe Mangiamelli (Columbus) opened the meeting at 5:30 p.m. with the following members present: JD Cox (Alliance), Wayne Anderson (Chadron), Dan Berlowitz (Bellevue), Larry Burks (Bellevue), Phil Green (Blair), Lance Hedquist (South Sioux City), Lowell Johnson (Wayne), Gary Person (Sidney), Bob Rager (Holdrege), Doug Rix (Waverly), Lane Danielzuk (Gering), Joe Patterson (Hastings), Denise Petersen (Ponca), Dale Shotkoski (Fremont), Aaron Smith (Ogallala), Rod Storm (Blair), Shane Weidner (Norfolk), Mary Lou Brown (Grand Island), and Doug Wilson (Alma) .

The following guests were also present: Maxine Moul (USDA), Anne McCollister (EV Partners), Gary Krumland (League of Nebraska Municipalities), Tim Hemshtch (Sustainable Communities), Dr. Mo Almed (UNL).

President Mangiamelli introduced the NCMA officers and new members.

A motion was made by Lance Hedquist and seconded by Dan Berlowitz to approve the minutes of the October 8th, 2013 NCMA Fall meeting. The motion was approved unanimously.

Shane Weidner gave the Treasurer Report with fund balance of \$75,786.00 per accounting from LONM. Motion made to accept Treasurer's report by JD Cox, Second Lance Hedquist. The motion was approved unanimously.

President Mangiamelli introduced:

Maxine Moul from the United States Department of Agriculture. Maxine presented the USDA Report. Sustainable Communities – a USDA Program for communities under 20,000 population; however Norfolk and Columbus still are included at this point. The program is designed to help rural communities build and remodel homes to increase the availability of housing in the nations rural communities. She advised direct housing loans are available and housing preservations grants can be applied for. Also there is a energy efficiency loan program available through local utilities to help upgrade appliances to high efficiency models to reduce energy consumption. The program is designed for existing homes, but new construction may be available – USDA checking on this. All electric rural coops in the state can participate, as well as municipal utilities. These are \$350 million available this year and loans will be low interest for up to 30 years.

Anne McCollister and Tim Hemshtch – spoke about the Rural Futures Initiative and Sustainable Communities. They are applying for a Rural Futures Grant, which they have a Pre-Application approved. Seven communities are currently included – South Sioux, Wayne, Nebraska City, Seward, Lexington, Minden, and McCook. There will be a 1600 hours meeting with NIFA on 2-24-14.

Nebraska Environmental Trust gave 1st approval of Electric Car/Charging Station Initiative. Dr. Mo Almed presented that UNL has approved the match. Anne McCollister is trying to organize a One Stop shop for grants and research available through the university.

MEIG Update – Lowell Johnson presented a MEIG electrical update. The organization has been in place for some time and others are able to join if they choose. Four communities moved ahead to select a rate consultant to help gain expert understanding of the wholesale electrical rate setting process. Several communities have since signed contracts with Big Rivers for electricity in whole or in part for the next 10 years.

As of March 1st, NPPD will be part of the SW Power Pool and will sell and purchase power from the pool. A daily pricing structure is being pursued. Lowell feels any losses by NPPD will be paid by wholesale/retail customers and not the rural GNT customers because they have a powerful lobby and represent the groundwater irrigators, who want to expand hours of the off-peak rate and pay generation only. Lowell will provide the group with a summary.

NCMA & Norway Connection – UNO and the NCMA are moving forward with a professional development program with Norway. The Norway trip is in June and the NCMA agreed to sponsor up to four NCMA members with limited travel costs. Members are to let Joe M. know if interested. Joe Patterson questioned why NCMA should be paying any costs? Joe M advised this was decided at the last meeting for up to 4 members and only for limited travel expense (plane fare, etc.) and it is approved in the current budget. The goal is to establish a long term relationship for professional development.

NCMA Scholarships were discussed. It was decided only students who are truly interested in municipal management should be sponsored.

The following committee and individual reports were made:

- President Mangiamelli reported he asked LONM and LARM to help sponsor the Alliance for Innovation webinars. This decision is under consideration. The webinars are great training and all are strongly encouraged to participate. This was a recent priority goal of the NCMA.
- NCMA website will soon be linked and managed by the ICMA so we will no longer need AVNET; however there is a payment due to them. JD Cox will contact them and try to negotiate a ½ annual payment of \$250 due to the fact we will only use it for six months at best.
- Jeff Bierman and Daniel Steele are the current student's scholarship winners.
- ICMA Conference Call in preparation for the conference in Charlotte, NC, Brett Baker volunteered previously to represent NCMA on call and preparation steering committee.
- Ethics Training – LONM solicited presenters. Creighton University was selected and program will be developed. LARM members will have a dry run of the program tomorrow 2-24-14.

A motion to adjourn was made by Phil Green and seconded by Lowell Johnson. The motion was approved unanimously.

Respectfully submitted,

Shane Weidner
Secretary

NCMA Meeting Minutes
September 25th, 2014
North Platte, NE

President Joe Mangiamelli (Columbus) opened the meeting at 5:30 p.m. with the following members present: Chris Anderson (Central City), Wayne Anderson (Chadron), Brett Baker (Seward), Brent Clark (Dakota City), Silas Clark (Hickman), J.D. Cox (Alliance), Phil Green (Blair), Nate Schneider (McCook), Dana Harris (Grant), Joe Johnson (Nebraska City), Lowell Johnson (Wayne), Jeff Kooistra (Gretna), Daniel Ortiz-Hernandez (Kimball), Gary Person (Sidney), Dale Shotkoski (Fremont), Rod Storm (Blair), Al Vacanti (Wisner), Doug Wilson (Alma), Virginia Moon (Broken Bow).

The following were guests: Gary Krumland (League Staff), Lynn Rex (League Staff)

- A motion was made by Brett Baker and seconded by J.D. Cox to approve the minutes from the summer conference meeting in Nebraska City. The motion was approved unanimously.
- Brent Clark presented the financial report in Shane Weidner absence. Total balance as of July 31, 2014 was \$51,064.20. A motion was made by Chris Anderson and seconded by Brett Baker to approve the financial report as presented. The motion was approved unanimously.
- The following presentations were made:
 - Lowell Johnson – MEIG Electrical Update:
 - Wayne is leaving and moving away from NPPD
 - Chris Anderson and others are staying in the group and negotiating new Retail/Wholesale power rates and contracts
 - NPPD power capacities are large in preparation for summer irrigation season
 - Discussion on retail towns struggling and should look into moving towards a whole sale agreement with NPPD
 - Lance Hedquist and Anne McCollister, Nebraska Community Energy Alliance (NCEA) Update:
 - Joe Johnson stated the group is looking for and accepting new members for the new grant cycle for purchasing additional electric vehicles.
 - Joe added that it only is going to cost Nebraska City roughly \$5,000 to purchase their electric vehicles.
 - The group is now looking towards future initiatives with new housing subdivisions.
 - \$1,000 to join the group for the May 2015 grant cycle.
 - ICMA Conference Report/Norway Update:
 - \$8,000 was budgeted for the Norway trip and partnered with UNO.
 - Amazing experience for everyone who went and they encourage the continued relationship with those government officials they met with.
 - Hopefully something such as this can be continued for future participant to attend
 - Interesting learning how their country views government and the profession of City Administration.
 - In Norway the communities are consolidating and governing more as a group.
 - Potentially working with members in Norway to come to Nebraska in the future.

- ICMA Fund for Professional Management:
 - Joe M. encourages individuals to participate in life well run campaign.

- League Update:
 - Lynn Rex encourages everyone to attend the League Business Meeting tomorrow before departing the conference.
 - Lynn gave an update on the new building options for the League Office.

- Website Update:
 - J.D. Cox updated everyone regarding switching the NCMA Website over to ICMA and just finishing up the details.

- Committee Reports:
 - Discussion and Action on Articles of Incorporation:
 - Motion by Brett Baker and seconded by Joe Johnson to submit the signed copy to the State for approval. The motion was approved unanimously.

 - Nominating Committee Report:
 - The committee's recommendations are the following:
 - Joe Johnson, President
 - J.D. Cox, President Elect
 - Shane Weidner, Vice President
 - Brent Clark, Secretary/Treasurer
 - Joe Mangiamelli, Past President
 - Motion by Brett Baker and seconded by Lowell Johnson to close nominations. The motion was approved unanimously.
 - Motion by Phil Green and seconded by Silas Clark to accept the nominations as proposed by the Nominating Committee. The motion was approved unanimously.

- President Johnson's Report:
 - Johnson presented Mangiamelli with a plaque for his fantastic service as President of NCMA.
 - Thanked everyone for their support of him becoming the NCMA President.
 - Presented his 4 goals: provide higher education for profession and hold executive board to a higher standard, collaborate together moving forward as an association, working closer with State, League, and others regarding testifying during hearings, and finally encourage City Administration as a profession to younger groups.
 - Encourage large showing of NCMA at ICMA Conferences
 - Brett Baker asked if the executive board would send out the final proposed budget to the list serve before adoption and Joe Johnson indicated we would do so.

A motion to adjourn at 6:34 p.m. was made by Brett Baker and seconded by Phil Green. The motion was approved unanimously.

Respectfully submitted,

Brent Clark
Secretary

NCMA Meeting Minutes
February 23rd, 2015
Lincoln, NE

President Joe Mangiamelli (Columbus) opened the meeting at 4:15 p.m. with the following members present: Chris Anderson (Central City), Wayne Anderson (Chadron), Dan Berlowitz (Bellevue), Bob Blair (UNO), Suzanne Brodine (Kearney), Dennis Burnside (Lexington), Mathew Cederburg (Minden), Bruce Clymer (Gothenburg), J.D. Cox (Alliance), Lane Danielzuk (Gering), Phil Green (Blair), Nate Schneider (McCook), Jim Hawks (North Platte), Lance Hedquist (South Sioux City), Fred Hlava Jr. (Gordon), Michael Holton (Plainview), Lowell Johnson (Wayne), Jeff Kooistra (Gretna), Rick Kuckkahn (Scottsbluff), Jim Litchfield (Wakefield), Michael Morgan (Kearney), Daniel Ortiz-Hernandez (Kimball), Joe Patterson (Hastings), Gary Person (Sidney), Bob Rager (Holdrege), Doug Rix (Waverly), Dale Shotkoski (Fremont), Aaron Smith (Ogallala), Kyle Svec (Geneva), Al Vacanti (Wisner), Shane Weidner (Norfolk), Brent Clark (Broken Bow), Brett Baker (Member in Transition).

The following were guests: Gary Krumland (League Staff), Ed Howard (Scribner), Jeff Hofaker (Sutton), Kenneth Weaver (KLW & Associates), Lynn Rex (League Staff).

- A motion was made by Lance Hedquist and seconded by Michael Holton to approve the minutes from the League of Nebraska Municipalities Conference Meeting in North Platte. The motion was approved unanimously.
- Brent Clark, Secretary/Treasurer presented the financial report. Total balance as of January 31st, 2015 was \$53,552.00. A motion was made by Brett Baker and seconded by Rick Kuckkahn to approve the financial report as presented. The motion was approved unanimously.
- University of Nebraska Foundation submitted a request to NCMA for a contribution reminder for the NCMA Scholarship Fund in the amount of \$6,000.00. A motion was made by Al Vacanti and seconded by Lance Hedquist authorizing \$3,000.00 to be contributed towards the NCMA Scholarship Fund. The motion was approved unanimously.
- The following Committee Reports were made:
 - J.D. Cox – NCMA 2015 Summer Conference Update:
 - June 3rd – 5th, 2015 in Alliance, NE
 - Plans are coming together nicely and look for more information on the list serve as the dates get closer.
 - Website Updates – NCMA/ICMA Website Member Updates:
 - Brent Clark to send out electronic Online Membership Directory Profile Form.
 - Updated profile information will be sent to Rita with ICMA to be placed on the new website.
 - Lance Hedquist, Nebraska Community Energy Alliance (NCEA) Update:
 - Electronic Vehicles went over great and scored the highest of all Environmental Trust Applications.
 - The group is looking towards future initiatives with new designated Energy Efficient Housing Subdivisions.
 - Discussing a new \$500 membership fee to join the group and pay for what your community uses.

- Lowell Johnson & Chris Anderson – MEIG Electrical Update:
 - Lowell & Chris discussed a status update with the group.
 - Lowell indicated the City of Wayne is moving away from NPPD and any community that would like the contact information for NPPD Representatives that he would pass it along.
- New Business Items:
 - Contract Provisions Discussion:
 - Brett Baker addressed the group regarding his situation with the City of Seward and urges everyone to review their employment agreement language pertaining to legal fees.
 - Lane Danielzuk addressed the group regarding his situation with the City of Gering and emphasized the same issues as Brett Baker when dealing with legal fees.
 - The group discussed having a Labor Attorney review the City Administrator Contract Provisions.
 - Motion by Phil Green and seconded by J.D. Cox to form a committee to review the City Administrators Contract Provisions that majority of the group utilizes. The motion was approved unanimously. Members that volunteered to serve on the committee were the following: Dale Shotkoski, Daniel Ortiz-Hernandez, Al Vacanti, and Joe Patterson.
 - Regional Meetings:
 - Marlan Ferguson and Chris Anderson announced an open invite to begin meeting on a regular basis for any City Administrator interested. They will send out additional information as things come together in Grand Island and Central City.
 - Upcoming Topics for AFI Training Sessions:
 - The group discussed potential topics to begin utilizing the AFI Training Sessions more for each community.
 - One of the topics discussed was contract provisions.
- Comments by Membership:
 - Lynn Rex with the League addressed the group regarding the Tax Increment Financing (TIF) Hearing at the State Capital happening tomorrow. She indicated everyone who works with TIF needs to be there to testify or just be in the audience for support.
 - Chris Anderson addressed the group with potentially sponsoring the International Institute of Municipal Clerks (IIMC) 2016 Conference in Omaha. It would be great PR for NCMA to support being the Host State. There will be a budget discussion during the Business Meeting at the Summer Conference in Alliance for the event.

A motion to adjourn at 5:26 p.m. was made by Daniel Ortiz and seconded by Wayne Anderson. The motion was approved unanimously.

Respectfully submitted,

Brent Clark
Secretary

NCMA Meeting Minutes
June 5th, 2015
Alliance, NE

President Joe Mangiamelli (Columbus) opened the meeting at 11:15 a.m. with the following members present: Chris Anderson (Central City), Wayne Anderson (Chadron), Bob Blair (UNO), J.D. Cox (Alliance), Lane Danielzuk (Gering), Phil Green (Blair), Nate Schneider (McCook), Dana Harris (Grant), Lowell Johnson (Wayne), Nathan Johnson (Scottsbluff), Rick Kuckkahn (Scottsbluff), Gary Person (Sidney), Doug Rix (Waverly), Dale Shotkoski (Fremont), Aaron Smith (Ogallala), Shane Weidner (Norfolk), Jeff Hofaker (Sutton), Brent Clark (Broken Bow).

The following were guests: None.

- Everyone in attendance welcomed Jeff Hofaker as a new member from Sutton, NE.
- A motion was made by Chris Anderson and seconded by J.D. Cox to approve the February 23rd, 2015 minutes from the League of Nebraska Municipalities Conference Meeting in Lincoln. The motion was approved unanimously.
- Brent Clark, Secretary/Treasurer presented the financial report. Total balance as of April 30th, 2015 was \$56,300.00. A motion was made by Rick Kuckkahn and seconded by Wayne Anderson to approve the financial report as presented. The motion was approved unanimously.
- The following Committee Reports were made:
 - Nominating Committee – (Brett Baker, Chris Anderson, Bruce Clymer, and Dennis Burnside)
 - President Mangiamelli discussed having a slate of candidates for the upcoming Nominating Committee to further discuss for the fall meeting. The group discussed two candidates that mentioned they would be interested in serving as an officer. Those two candidates were Al Vacanti and Dan Hoins.
- New Business Items:
 - ICMA Conference Update:
 - President Mangiamelli discussed the upcoming ICMA Conference in Seattle and that registration was open.
 - Roughly 7 NCMA Members are planning to attend.
 - City Administrator/Manager Position on LNM Board Nominations:
 - President Mangiamelli had received emails of interest from Rod Storm and Tobias Tempelmeyer.
 - The group discussed having a plan for the future such as having the Past President serve on the LNM Board. Thoughts were to bring it to the attention of the large group during the fall meeting.
 - Potential Contribution to International Institute of Municipal Clerks (IIMC) 2016 Conference in Omaha Update:
 - Chris Anderson presented information on the upcoming IIMC Conference that will be held in Omaha in 2016.
 - The group discussed sponsoring the host committee shirts for the event in the price range of \$1,000.00 to \$2,000.00.

- Motion was made by Rick Kuckkahn and seconded by Shane Weidner, to approve spending \$1,500.00 towards the host committee shirts for the event. The motion was approved unanimously.

➤ Comments by Membership:

- Dr. Blair indicated that all the information from his presentations on Rural Futures Initiatives as well as information from the NCMA Conference will be summarized, and sent out to the membership for further review.

A motion to adjourn at 11:36 a.m. was made by Shane Weidner and seconded by Dale Shotkoski . The motion was approved unanimously.

Respectfully submitted,

Brent Clark
Secretary



Leaders at the Core of Better Communities

History of ICMA

ICMA was founded in 1914 as the City Managers' Association, a professional organization for appointed city managers and administrators. Its purpose was to bring reform and accountability to local governments and to be an advocate for professional management in local government. In 1924, ICMA members expressed their commitment to high standards of conduct by adopting a code of ethics.

ICMA's origins lie in the development of the council-manager form of local government, which combines the strong professional experience of an appointed local government manager or administrator with the strong political leadership of elected officials in the form of a council, board of selectmen, or other governing body.

The organization changed its name in 1989 to the International City/County Management Association (ICMA) to reflect the diversity of its expanding membership. In 2005, as part of its brand revitalization, the organization agreed to go by its four-character abbreviation, ICMA.

Today ICMA represents 8,000 local government executives and urban experts worldwide. Our members include appointed managers/administrators and assistant managers/administrators serving cities, towns, and counties; directors of state associations of local governments and other local government employees; students and instructors; and other individuals who share the goal of improving local government.

These members have a deep sense of responsibility to the community and to furthering the ICMA mission to create excellence in local governance by developing and fostering local government management worldwide.

In addition to our headquarters in Washington, D.C., ICMA has established ICMA México-Latinoamérica in Guadalajara and the ICMA China Center in Beijing in partnership with the China University of Political Science and Law and maintains a long-term presence in South Asia through its relationship with the Urban Management Centre in Ahmedabad, India. The organization also maintains donor-funded field offices for specific projects around the world.

The organization is on its way to becoming the leading authority on leadership and management in the public sector with its publishing and professional development services ICMA Press and ICMA University. It offers technical assistance and other services to local governments worldwide through ICMA International and ICMA Results Networks.

FAQs About Joining ICMA

Following are some common questions about ICMA and its membership application process. Refer to the application for additional information. Individuals with questions can contact 202/289-ICMA or membership@icma.org.

Membership Categories

WHO CAN BE A MEMBER OF ICMA?

Any individual with an interest in local government leadership and management can become a member of ICMA. Your employer and position determine your membership category, dues rate, and eligibility for certain benefits.

WHAT ARE ICMA'S MEMBERSHIP CATEGORIES?

Full (voting) membership is for chief administrative officers (CAOs) whose scope of responsibility meets these six criteria: appointment, policy formulation, budget, appointing authority, organizational relationships, and qualifications; assistant/deputy chief administrative officers; and other senior-level staff in local government who have significant administrative duties and report to a CAO whose position meets the six criteria for joining.

Affiliate (non-voting) membership is for any person who does not meet the qualifications for the above full membership category, including entry- to mid-level local government employees, professors, private and nonprofit sector employees, federal/state government employees, and full-time students and interns.

Membership Dues

HOW ARE ANNUAL DUES CALCULATED?

UNITED STATES

- Full (voting) membership: chief administrative officers, assistant/deputy chief administrative officers, and other senior-level staff in local government: annual salary \times 0.008
- Affiliate membership:
 - Entry-level to mid-management staff in local government: \$150 the first year, \$175 the second year, and (**effective October 1, 2011**) \$200 for years three and beyond.
 - Department heads in local government: \$200 (**effective July 2015**)
 - Full-time college or university professors: \$165
 - Private sector, nonprofit, federal and state employees: \$200
 - Full-time students (whose primary occupation is going to school): \$25
 - Full-time interns or fellows in local government: \$25
 - Other: \$200.

Special Early Career Membership Dues Rates

Entry-level to mid-management local government professionals (below department head level) can take advantage of the ICMA professional network with a reduced dues rate: \$150 the first year, \$175 the second year, and (**effective October 1, 2011**) \$200 for years three and beyond. Students and interns still benefit from a special electronic membership for \$25 a year.

ICMA Lowers Dues Rate for Department Head Affiliate Members

Effective July 2015, ICMA has reduced the dues rate for department directors as part of our investment in the future of the profession.

ACADEMIC

- Full-time students (whose primary occupation is going to school): \$25 (or join for free through a participating student chapter)
- Full-time college or university professors: \$165

OTHER

- Private sector, nonprofit, federal and state employees: \$200
- Retired (may not join at this level): \$50
- Life (may not join at this level): FREE e-membership, with the option of paying a \$25 annual service charge to receive *Public Management magazine* in hard copy
- All others: \$200

INTERNATIONAL

Dues below apply regardless of member category:

- Canada
 - CAMA Member: US\$135
 - Non-CAMA Member: annual salary × 0.008
- United Kingdom
 - SOLACE Member: US\$105
 - Non-SOLACE Member: US\$135
- High Income Countries: US\$135
- Low and Middle Income Countries: US\$70
- Full-time students/local government interns: US\$25
- Retired (may not join at this level): US\$50
- Life (may not join at this level): FREE

WHAT ABOUT DUES REFUNDS?

Since membership is not transferable, *ICMA will not provide a dues refund if a member leaves current employment.* Typically, ICMA does not provide refunds, but requests submitted in writing by the member or member applicant will be considered on a case-by-case basis.

WHAT ARE THE PAYMENT OPTIONS?

If you plan to pay your member dues by check or money order, download a membership application and mail the completed application and payment in U.S. currency to: ICMA Membership, PO Box 79403, Baltimore, MD 21279-0403. This address is a bank lockbox and should be used for membership dues and renewal payments only. *Mailed payments should include your membership application.*

Applications with credit card (American Express, Visa, or MasterCard) payment can be faxed to 202-962-3565.

Purchase orders are not considered payment. ICMA recognizes that many local governments require a signed purchase order to process payment. Send purchase orders to the ICMA Finance Department for signature.

If you want to mail any other type of information to ICMA, send it to: ICMA, 777 N Capitol Street, NE, Suite 500, Washington, DC 20002-4201.

WHO ICMA MEMBERSHIP BELONGS TO

As a professional association, ICMA membership belongs to you as an individual, not your employing organization. Membership is not transferable. Your ICMA membership travels with you throughout your career advancements, between jobs, and into retirement.

MY MEMBERSHIP LAPSED - HOW DO I REINSTATE MY MEMBERSHIP?

To re-join ICMA after a lapse in membership. Please complete the [Member Reinstatement application](#) and send to membership@icma.org.

Professional History

CAN I ATTACH A RESUME IN PLACE OF LISTING MY EMPLOYMENT HISTORY?

Yes, you can attach your resume to your application instead of listing your employment history. Positions should be in reverse chronological order, starting with your current employer. Be sure to include start and end dates, including the year, month, and day for each position listed. These dates are used to determine eligibility for ICMA service awards, and to ensure a complete and accurate listing in Who's Who, our online membership directory.

Personal Information

WILL MY MEMBERSHIP INFORMATION BE KEPT CONFIDENTIAL?

Each member's professional and educational history, birth date, home telephone number, and partner's name are published in the Who's Who online directory. Any demographic statistics regarding ICMA members are published in aggregate form. You may opt to hide your birth date from public view.

Signature/Code of Ethics

WHAT IS THE SIGNIFICANCE OF THE ICMA CODE OF ETHICS?

By signing the membership application, you agree to abide by the ICMA Code of Ethics and Guidelines for Enforcement. The Code has governed members' professional and personal conduct since 1924 and is a foundation of the association and the local government management profession. ICMA provides ongoing education regarding the Code of Ethics, which is aggressively enforced by a peer review process that involves investigating complaints and recommending sanctions for Code violations.

DO I HAVE TO ENDORSE THE ICMA CODE OF ETHICS?

ICMA encourages all members to actively endorse the Code of Ethics by providing an endorsing signature on their membership application. However, all members are bound to the Code of Ethics and the Rules of Procedure for Enforcement. Members working for local government in appointed positions are subject to the provisions of Tenets 1 through 12; members working outside of local government are subject to the provisions of Tenets 1 and 3.

Effective Date

WHEN WILL I RECEIVE MY NEW MEMBER KIT AND OTHER MEMBERSHIP MATERIAL?

Expect membership mailings two to four weeks after ICMA receives your application with payment. Applicants for voting membership will be listed in the *ICMA Newsletter*, and if no written objection has been received after 60 days, the applicant will be admitted to membership.

CONTACT US

Member & Customer Support

800-745-8780

202-962-3680 (in Washington DC)

membership@icma.org



ICMA Membership Application

About ICMA

ICMA, the International City/County Management Association, advances professional local government worldwide. Our mission is to create excellence in local governance by developing and fostering professional management to build sustainable communities that improve people's lives. ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to over 9,500 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

ICMA membership is for individuals and is not transferable.

A. Complete name and contact information

Mr. Ms.

First Name Middle Initial Last Name Suffix Nickname

Business

Title Employer or School

Street Address or PO Box for mailings

City State/Province ZIP/Postal Code Country

Bus. Phone Bus. Fax Bus. E-mail

Home

Street Address/PO Box

City State/Province ZIP/Postal Code Country

Home Phone Home E-mail

Send ICMA mailings to (select only one): Business street address Business PO Box Home address

Send ICMA bills to (select only one): Business street address Business PO Box Home address

Send ICMA e-mail communications to (select only one): Business e-mail Home e-mail

Join online at icma.org/join!

For the most efficient option, join online with a credit card at [ICMA.org/join](https://icma.org/join) and start receiving member access and benefits immediately.

B. Select your membership category

Full (voting) membership is for managers/administrators who serve in professional positions in all forms of local government as well as those senior staff who report to those managers and who have “significant general administrative responsibility.”

Manager/Administrator: ICMA has established six criteria (see below) that determine whether a professional management position has been established that gives the manager or chief administrative officer (CAO) the level of independence, authority, and responsibility necessary to function in a professional manner. If your position meets all six criteria, you are eligible for Full membership.

Senior staff: Staff with broad management responsibility (e.g. assistant and deputy managers/CAOs) who report to a CAO whose position meets the criteria below are eligible for Full membership. You must affirm that you occupy a position with “significant general administrative responsibility.”

You are eligible for Affiliate (non-voting) membership if you serve in an appointed position in local government that does not meet these criteria.

Most CAOs and assistant/deputy CAOs are eligible for Full membership and may not apply for Affiliate membership.

Criteria for Full Membership for CAO

The CAO should mark N/A if a criterion is not applicable.

- _____ **1. APPOINTMENT:** I occupy a position that is appointed by an elected representative or representatives and is directly responsible to an elected representative and/or representatives.
- _____ **2. POLICY FORMULATION:** I have significant responsibility in the development and analysis of public policy alternatives and in the implementation of policy once adopted. (This means I develop public policy alternatives and recommendations for consideration by elected officials and have access to the council and work with its members.)
- _____ **3. BUDGET:** I have major responsibility for the preparation and administration of the operating and capital improvements budget.
- _____ **4. APPOINTING AUTHORITY:** I exercise significant influence in the appointment of the key management personnel of the local government and particularly the appointment of the administrative and financial staff. (In other words, I have the authority to recommend the appointment of department heads and appoint a sufficient share of the management staff to control budget preparation and administration.)
- _____ **5. ORGANIZATIONAL RELATIONSHIPS:** I am recognized within the local government organization as the principal general management professional and have a continuing direct relationship with the operating department heads on the implementation and administration of the programs. (I also have direct supervision over department heads, and, at a minimum, my overall management responsibility includes the status of first peer among administrative peers.)
- _____ **6. QUALIFICATIONS:** I was appointed to the position based on my education and experience and on my qualifications to perform the duties and responsibilities of the position as defined by ICMA's Practices for Effective Local Government Management. (This criterion means that you have been chosen on merit, have significant administrative experience and educational background, and will fulfill the requirement of Tenet 7 of the Code of Ethics to remain politically neutral. It excludes the strictly “political” appointment. However, it doesn't mean that you must have local government experience.)

Category of membership for which you are applying (check one):

Full Member

- _____ I am a chief administrator in a local government, council of governments, or state association of local governments, and my position meets all of the above criteria.
- _____ I am an assistant manager or other senior level staff who has been appointed by the chief administrator, reports to the chief administrator, and has significant general administrative responsibilities.

Affiliate Member

Any person who does not otherwise meet the qualifications for the above categories of membership.

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C. Review and sign adherence to ICMA Code of Ethics

I have read the enclosed ICMA Code of Ethics and agree to abide by it. I also understand that I am subject to the ICMA Rules of Procedure for Enforcement of the Code of Ethics. I meet the appropriate membership criteria.

Signature _____

Date _____

D. Complete dues payment information

This application must be accompanied by dues payment in U.S. currency. ICMA dues are not deductible as a charitable contribution for federal income tax purposes, but may be deductible as a business expense.

Fees/Formulas for Dues Calculations

United States

Full Member 0.008 x annual salary, capped at \$1,400

Affiliate Member

Local government department head \$200

Local government entry- to mid-management \$150 Year 1 / \$175 Year 2 / \$200 Years 3+

Local government intern or full-time student \$25

Professor \$165

Other \$200

International

United Kingdom/SOLACE US\$105

Non SOLACE member US\$135

Canada/CAMA US\$135

Non CAMA member U.S. fee calculations

High-income countries US\$135

Low- and middle-income countries US\$70

Local government intern or full-time student US\$25

Payment Calculation

1. Annual salary (including deferred compensation) \$ _____

2. Annual dues (see formula above) \$ _____

3. Voluntary contribution to ICMA Fund* \$ _____

4. Voluntary contribution to *Life, Well Run** \$ _____

5. Total payment (line 2 + line 3 + line 4) \$ _____

*Please consider making a contribution to the ICMA Fund for Professional Management and/or to *Life, Well Run*. The funds help educate citizens about the role and value of professional local government management. A \$100 contribution will ensure that community and educational resources are available in the future. To learn more, visit icma.org/fund.

Payment Options

Enclosed is my check/money order, payable to ICMA in U.S. currency.

For the most efficient option, join online with a credit card at ICMA.org/join and receive a receipt immediately.

E. Complete personal, education, and employment information (optional)

Personal Information

ICMA uses personal information to better acquaint itself with the membership. Your online member profile does not include information on race or ethnicity. If you prefer that your date of birth not appear online, please check the box below.

Date of birth (mm/dd/yyyy) _____ Hide birthdate from online profile

Gender: Male Female

Race (U.S. Only): African-American Asian-American Caucasian Native American Other _____

Are you of Hispanic ethnic background? Yes No

Spouse/Partner's name (if applicable): _____
First Name Last Name E-mail

In lieu of filling out the education and employment experience below, you may attach a resume.

Education

List only completed undergraduate and graduate degrees.

Degree (e.g., MPA, BS)	Specialty	Date Completed (MM/DD/YYYY)	Name of Institution	State/Province	Country
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Employment Experience

Start with your current position. Include internships if they were full-time, paid positions.

From (MM/DD/YYYY)	To (MM/DD/YYYY)	Name of Local Government/Other Employer	Title	State/Province	Country	Local Government?	
_____	_____	_____	_____	_____	_____	Yes	No
_____	_____	_____	_____	_____	_____	Yes	No
_____	_____	_____	_____	_____	_____	Yes	No
_____	_____	_____	_____	_____	_____	Yes	No
_____	_____	_____	_____	_____	_____	Yes	No

F. Return completed application with dues payment to ICMA

ICMA Membership Payments
PO Box 79403
Baltimore, MD 21279-0403
United States

Applications for Full (voting) membership status are announced in *Leadership Matters*, member edition, as required by ICMA's Constitution. Current voting members have 60 days to file a written objection to an application for Full membership. Should an objection be raised, the candidate for membership will be notified and informed of the appeals process. If no objections are filed, the individual will be considered a Full member at the end of the 60-day period.

Contact us

membership@icma.org
202-962-3680
800-745-8780
fax 202-962-3678
icma.org/membership

Office Use Only

Date: _____ NL: Y _____ N _____ COE: _____
Staff: _____ Category: _____ Criteria: _____
Customer ID: _____ Source Code: _____



Leaders at the Core of Better Communities



ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in April 2015. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2015.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

Tenet 3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as

specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

Tenet 4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

GUIDELINE

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

Tenet 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness

on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a

legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.



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legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

ICMA Constitution

The ICMA Constitution also serves as ICMA's by-laws. It outlines qualifications and election procedures for ICMA's officers, defines membership categories, and establishes the important link between membership and ICMA's Code of Ethics. Amendments to the Constitution and Code of Ethics must be approved by a majority vote of Corporate Members. The ICMA Constitution was most recently amended in February 2011.

Article I. Name and Incorporation

The name of this organization is the International City/County Management Association (the "Association"). The Association is incorporated under the laws of the state of Illinois as a not-for-profit corporation. This Constitution shall serve as the Association's bylaws.

Article II. Purpose

The purposes of the Association are to increase the proficiency of city managers, county managers, and other local government administrators, and to strengthen the quality of local government through professional management.

Article III. Definition

For the purposes of this Constitution, the term "local government" shall mean any local government of general jurisdiction legally constituted, including a town, village, borough, township, city, county, legally constituted council of governments, or state/provincial association of local governments.

Article IV. Officers

SECTION 1. OFFICERS.

The officers of the Association shall be a President, a President-elect, Regional Vice Presidents, and an Executive Director who shall act as Secretary-Treasurer. Each such officer shall be elected as provided in Article VII, except as otherwise provided below:

- a. Regional Vice Presidents-National. Three Regional Vice Presidents, one or more of whom shall be a Full member who qualifies under Article VIII, Section 3.(a)ii, shall be elected from each of five geographical regions of the United States and its territories. The number of regions and their boundaries are to be determined by the Executive Board (see Article V), and from time to time the Executive Board may change the boundaries of the regions in order that all regions may contain approximately equal numbers of Corporate Members (as defined in Article VIII, Sections 3 and 4).
- b. Regional Vice Presidents-International. Three Regional Vice Presidents shall be elected from a district consisting of all territory outside the limits of the United States and its territories, and the three shall be from different countries. In order to maintain three-year staggered terms, the third International Regional Vice President will be appointed by the ICMA Executive Board for a three-year term and will assume office at the 2011 annual conference.
- c. Executive Director. The Executive Director shall be appointed by vote of the Executive Board (see Article V).

- d. President-elect and President. The President-elect shall be elected by a majority vote of the Executive Board (See Article V). The President-elect shall be a former ICMA Vice President whose term in that office ended at least one year prior to the date of selection as President-elect. Immediately following the completion of the President-elect's term, he or she shall serve as President.

SECTION 2. QUALIFICATIONS, TERMS OF OFFICE, STAGGERED TERMS.

All officers other than the Executive Director shall be Corporate Members as defined in Article VIII and, when assuming office, shall be employed by a local government.

The President's term of office shall be one year; the President-elect's term of office shall be one year; the Vice Presidents' terms of office shall be three years; the Executive Director's tenure and compensation shall be determined by the Executive Board.

The President-elect and six Regional Vice Presidents shall be elected every year.

SECTION 3. VACANCY IN OFFICE.

a. Defining Unexpired

- i. Change in Position. If, during the first year in office, a Regional Vice President moves to an administrative position with a local government in another vice-presidential region, he or she will continue in office until the next annual conference of the Association (see Article XI).
- ii. Departure from Local Government. If the President, President-elect, or a Vice President during his or her first year in office, accepts a full-time job that is not with a local government, his or her status as an officer will terminate on the commencement of the new job.
- iii. Resignation from Office. If the President, President-elect, a Vice President, or a past - President resigns from office, such resignation shall be effective upon receipt of written notice by the Executive Director or, if later, on whatever date is specified in the notice of resignation.
- iv. Removal from Office. When any member who is an officer is suspended or expelled pursuant to Article IX, Suspension and Expulsion of Members, that member shall be considered to be also removed as an officer.

b. Filling Vacancies.

- i. President-elect. When the president-elect position is vacant, a majority of the remaining eligible voting members of the Executive Board shall appoint a former Vice President to complete the unexpired term.
- ii. Presidency. When the presidency is vacant, the President-elect shall become President and complete the unexpired term, following which, he or she shall serve a separate full term as President.
- iii. Vice Presidency. If a vice-presidential seat becomes vacant, a majority of the remaining eligible voting members of the Executive Board shall appoint a Corporate Member to fill the vacancy.

Article V. Executive Board

SECTION 1. COMPOSITION AND DUTIES.

For purposes of this Section, all references to past Presidents shall be to those serving on Executive Boards beginning 2008-2009. For Executive Boards before that time, all references to one year terms or to one past President shall mean two of the same. The Executive Board shall consist of all the officers, except that the Executive Director shall be a member ex officio, and a maximum of one instead of two past Presidents. The status of a past President as a member of the Executive Board shall terminate after one instead of two years' service on the Executive Board immediately following the year during which he or she was President. However, if at any time fewer than one instead of two past Presidents is eligible to be a member of the Executive Board, the most recent past President who is either in active service or seeking a position with a local government will become a member of the Executive Board and will remain a member of it until the close of the next annual conference (see Article XI).

The duty of the Executive Board is to act in the capacity of directors, supervising and controlling the affairs of the Association. The Executive Board also has authority to determine the fiscal year, sponsor or establish group retirement and insurance plans, and determine the classes of membership eligible for coverage under such plans.

SECTION 2. EXECUTIVE DIRECTOR.

The Executive Director shall administer the affairs of the Association, subject to the provisions of the Constitution and to such policies as the Executive Board may adopt. He or she shall annually prepare a budget for the Association and, upon its approval by the Executive Board, shall have the authority to disburse the sums appropriated. He or she shall be responsible for any moneys of the Association that come into his or her possession; for the keeping of the accounting records; and for preparation of such financial statements and reports as the Executive Board may require. He or she shall have control over personnel and compensation schedules within the limits of the approved budget. On behalf of the Association, he or she may enter into agreements that will permit him or her to perform the duties entrusted to him or her. He or she shall give bond in such form and amount as the Executive Board may determine

SECTION 3. MEETINGS.

The regular annual meeting of the Executive Board shall be held at the time of the annual conference (see Article XI). Other meetings of the Executive Board shall be held when called by the President or upon the written request of any six members of the Executive Board.

SECTION 4. QUORUM.

For the purpose of transacting official business, a quorum of the Executive Board shall consist of a majority of the eligible voting members of the Executive Board. Whenever the phrase "eligible voting members" is used in this Constitution in reference to the Executive Board, it shall be deemed to mean all members of the Executive Board except the Executive Director.

SECTION 5. VOTING.

Voting by proxy shall not be allowed. The Executive Director shall have no vote on any matter under consideration by the Executive Board. For the purpose of transacting official business by the

Executive Board, the act of the majority of the eligible voting members which constitute the Executive Board shall be the act of the Executive Board; provided, however, that for any act of the Executive Board for which action by a smaller or larger number of eligible voting members of the Executive Board is required, the Constitution will so state

Article VI. Committees

The President shall appoint such advisory committees as the Executive Board may deem advisable.

Article VII. Nomination and Election of Officers

SECTION 1. VOTING PROCEDURE.

Before each annual business meeting (see Article XI), in accordance with the schedule set forth in Section 4 of this Article, the Corporate Members shall elect by written ballot the officers enumerated in Article IV, except that the position of Executive Director shall be filled as provided in Section 1.c of that Article and that the position of President shall be filled as provided in Section 1.d of that Article. Any candidate receiving a majority of all votes cast for an office shall be declared elected to that office. If no candidate receives a majority, another written ballot shall be taken on the two candidates who received the largest number of votes. At the annual business meeting, the results of the election shall be announced by a Canvassing Committee consisting of three Corporate Members appointed by the President. The President shall declare the election of all new officers, and those elected shall take office at the close of the annual conference.

SECTION 2. NOMINATION OF OFFICERS.

Nominations shall be made by a Nominating Committee in each of ICMA's five regions of the United States and its territories composed of (a) the President or designee on the ICMA Executive Board and (b) Corporate Members selected by each affiliated state organization and other affiliated organizations designated by the Executive Board. Nominations for the International region shall be made by a process defined by the Executive Board.

SECTION 3. PROCEDURES OF NOMINATING COMMITTEE.

The ICMA Executive Board shall invite all members to submit recommendations for nominations and shall also inform all members that names may be placed in nomination by petitions signed by at least fifteen Corporate Members and presented to ICMA for verification. Recommendations and petitions must be received by ICMA by a date that the Executive Board shall establish and shall announce to the membership not less than sixty days before such deadline. The Executive Board shall establish guidelines for nominations to ensure a uniform structure and process.

SECTION 4. BALLOTS AND TIMING.

Not less than sixty-five days before the annual business meeting, the Executive Board shall send to each Corporate Member a ballot containing the names of the candidates for each office, together with biographical information on each candidate. The manner of each candidate's nomination (whether nominated by the Nominating Committee, by petition, or both) shall be identified on the ballot. The ballots shall provide space for writing in the names of additional candidates.

Not less than thirty days shall elapse between the time the ballot is sent to all Corporate Members and the time the Canvassing Committee canvasses these ballots. In the event another written ballot is

necessary, ballots shall be sent to all Corporate Members not less than thirty days before the Canvassing Committee canvasses this second set of ballots.

Article VIII. Membership and Government Recognition

SECTION 1. CATEGORIES OF MEMBERSHIP.

There are Corporate and Noncorporate Members. Corporate Members are designated Full Members (including Life Members). Noncorporate Members are designated Affiliate Members and Honorary Members. The privilege of voting is limited to Corporate Members.

SECTION 2. CORPORATE MEMBERSHIP: ELIGIBILITY.

For the purpose of deciding eligibility for Corporate Membership, the Executive Board shall establish a set of standards that define whether the position held by the full-time administrative head of a local government has the level of independence, authority, and responsibility necessary to function in a professional manner.

SECTION 3. CORPORATE MEMBERSHIP: FULL MEMBERS.

- a. **Qualifications.** Any person whose professional conduct conforms to the Code of Ethics of the Association (see Article XIII) is eligible to be a Full Member if that person meets the qualifications in either subsection i or subsection ii, as follows:
 - i. The person serves as the full-time administrative head of a local government in a position operating in accordance with Section 2 of this Article.
 - ii. The person serves as a full-time administrative assistant, assistant city/county manager, assistant director of a council of governments or a state/provincial association of local governments, or assistant administrator, however designated, having significant general administrative responsibility in a local government position operating in accordance with Section 2 of this Article, and was appointed to that position by the city or county manager or chief administrator.
- b. **Application.** The application for Full Membership shall be accompanied by payment of the proper dues (see Article X). Upon receipt of the application and dues, the Executive Director shall publish notice of such application in an official publication (see Article XII). If, sixty days following such publication, no written objection to the applicant's qualifications has been received from a Corporate Member, the Executive Director shall admit the applicant to membership. In the event that any Corporate Member shall file with the Executive Director a written objection to the applicant's qualifications within the sixty-day period, the application shall be submitted to the Executive Board. The affirmative vote of two-thirds of the eligible voting members of the Executive Board shall be necessary for the applicant to be admitted.
- c. **Life Members.** Upon retiring from active service with a local government, any Full Member who has completed twenty-five years of membership and, for those same twenty-five years, has been eligible to be an officer of the Association shall become a Life Member. Also, any Full Member who has been eligible to be an officer of the Association for at least fifteen years and retires from active service with a local government at age sixty-five or older shall become a Life Member. In addition, any Full Member who has retired from active service with a local government and who, in the opinion of the Executive Board, has made an outstanding contribution to the development of the profession may be granted a Life Membership by vote of the Executive Board.

SECTION 4. CORPORATE MEMBERSHIP: CONTINUITY.

Any Corporate Member who leaves active service with a local government may retain his or her status as a Corporate Member provided he or she continues to pay dues, except that dues payment may be waived by the Executive Director for any Corporate Member who is unemployed as a result of resignation or removal from his or her position with a local government. General policies governing waiver of dues shall be established by the Executive Board. Nothing in this Section 5 of Article VIII, however, shall limit the rights of the Executive Board to take action as provided in Article IX, if the Corporate Member has violated the Code of Ethics.

SECTION 5. NONCORPORATE MEMBERSHIP: AFFILIATE MEMBERS.

Any person not eligible to apply for membership as a Corporate Member shall be eligible to apply for this classification.

SECTION 6. NONCORPORATE MEMBERSHIP: HONORARY MEMBERS.

The basis for Honorary Membership is distinguished public service; however, no person who is eligible to be a Corporate Member shall be elected an Honorary Member. An Honorary Member shall be proposed by a Corporate Member and shall be elected upon a three-fourths vote of all eligible voting members of the Executive Board and a majority vote of the Corporate Members present at an annual conference (see Article XI). The election of an Honorary Member shall be canceled if acceptance of the membership is not received within six months after the candidate has received notice of his or her election.

SECTION 7. MEMBERSHIP: NONTRANSFERABILITY.

Membership is not transferable; membership is in the name of the individual and shall not attach to the position.

SECTION 8. RECOGNITION OF COUNCIL-MANAGER GOVERNMENTS.

The Executive Board shall establish a set of standards that the Executive Director shall use to determine whether to recognize a local government as operating under the council-manager plan on behalf of the Association.

Article IX. Sanctions for Unethical Conduct

SECTION 1. EXECUTIVE BOARD.

The Executive Board may censure, and bar, suspend, or expel from membership a member in any category for conduct that violates the Code of Ethics. The Board may censure and bar from reinstatement as a member, a former member in any category for conduct which occurred during membership that violates the Code of Ethics.

SECTION 2. STANDING COMMITTEE ON PROFESSIONAL CONDUCT.

The Executive Board shall establish a standing Committee on Professional Conduct and shall adopt rules of procedure for enforcement of the Code of Ethics. The rules shall provide that a member or former member shall be notified promptly of the receipt of an ethics complaint, and of the investigation and determination of the matter.

Article X. Annual Dues

SECTION 1. INSIDE THE UNITED STATES AND ITS TERRITORIES.

- a. For Full Members inside the United States and its territories who are still in the service of a local government, the annual dues shall not exceed 1 percent of a person's salary; the exact percentages will be established by the Executive Board.
- b. For Full Members inside the United States and its territories who are no longer in the service of a local government (see Article VIII, Section 5) and for Life Members, the annual dues shall be established by the Executive Board.
- c. For Affiliate Members inside the United States, the annual dues shall be established by the Executive Board.

SECTION 2. OUTSIDE THE UNITED STATES AND ITS TERRITORIES.

The annual dues for all members outside the United States and its territories, whether still in service or not, shall be set by the Executive Board.

SECTION 3. ARREARS.

Members whose dues are three months in arrears shall be suspended from membership.

SECTION 4. WAIVERS.

Nothing in Sections 1, 2, and 3 of this Article X shall limit the waiver provisions in Section 5 of Article VIII.

Article XI. Conference and Members Business Meeting

A conference of the Association shall be held annually at a time and place to be determined each year by the Executive Board. There shall also be an annual business meeting of the Association's members, to be held at the time of the annual conference. At that business meeting, in addition to the election of officers, there shall be a report by the Executive Director, reports by committees, and reports on such unfinished or new business as may be presented by any Corporate Member.

Article XII. Official Publications

The official publications of the Association shall be Public Management (a magazine), a newsletter, and an annual directory of recognized local governments (see Article VIII, Section 2). These publications shall be devoted to local government administration and to the development of the public management profession.

Article XIII. Code of Ethics

The professional conduct of all members shall be governed by a Code of Ethics approved by the membership. A violation of the Code of Ethics is grounds for appropriate disciplinary action, as provided in Article IX.

Article XIV. Amendments

SECTION 1. INITIATION.

Proposed amendments to this Constitution and to the Code of Ethics may be initiated either by a petition signed by not less than 5 percent of the Corporate Members or by a resolution of the Executive Board. The Executive Board shall determine whether an amendment submitted by petition is technically sufficient; that is, consistent with other sections of the Constitution or the Code of Ethics. If the Executive Board finds the proposed amendment technically deficient, it shall return the amendment to the petitioners, with comment. The petitioners can then resubmit the proposed amendment in a technically sufficient form.

SECTION 2. SUBMISSION TO CORPORATE MEMBERS.

Any Constitutional amendment proposed by a valid petition, if technically valid, shall be submitted to the Corporate Membership for a vote within six months after it has been formally received by the Executive Board.

SECTION 3. ADOPTION.

This Constitution and the Code of Ethics may be amended by a majority of the Corporate Members voting. Not less than thirty days after written ballots are sent to all Corporate Members, three Corporate Members shall canvass the ballots. If the amendment carries, it shall become effective ten days after the canvass.

Article XV. Dissolution

If the Association is dissolved, its assets shall in no case revert to members but shall be distributed, in accordance with a formula established by the Executive Board for dissolving the Association, to public or nonprofit colleges or universities that have programs in public administration, for use in such programs.

ICMA/NCMA Code of Ethics: Rules of Procedure for Enforcement

I. General

- A. The Nebraska City/County Management Association (NCMA) has adopted the Code of Ethics of the International City/County Management Association (ICMA) by reference in the NCMA Constitution.
- B. These rules govern the procedures for enforcing the ICMA Code of Ethics as adopted by the NCMA membership.
- C. All members of NCMA agree to abide by the ICMA/NCMA Code of Ethics.
- D. NCMA is the Nebraska state affiliate of ICMA. As an international association, ICMA possesses a broader perspective and has enhanced staff capacity to handle ethics complaints. ICMA can also bring a more objective “arms length” perspective to the deliberations. Therefore, it shall be the policy of NCMA that any complaint filed against a member who is also a member of ICMA will be referred to ICMA for processing under its adopted Rules of Procedure for Enforcement. NCMA shall cooperate with ICMA as requested in processing any such complaint. The remaining procedures outlined in this document shall be for processing complaints against NCMA members who are not also members of ICMA.
- E. The purpose of these rules is to provide a reasonable process for investigating and determining whether a member has violated the code, and to afford each individual member who is the subject of an investigation (the “respondent”) a full and fair opportunity to be heard throughout the process.
- F. It is the intention of NCMA that these rules be carried out carefully but expeditiously in order to minimize the time during which a member may be subject to possible disciplinary action. Accordingly, time limits stated in these rules are binding, subject to extensions which may be granted by the Committee on Professional Conduct (CPC), or the NCMA Vice President, for reasonable cause, upon request.
- G. No person may participate in any proceedings on a complaint brought under these rules if that person is or may be a witness or complainant in that case, or if his or her participation would otherwise create, or appear to create, a conflict of interest. The President may select a replacement for any person (other than a member of the Executive Board) who is unable to participate in the case for this reason.

II. Jurisdiction

- A. All Full Members of NCMA are subject to the Code of Ethics and are subject to sanctions for any violations thereof which occur during their membership. All other members are subject only to Tenets 1 and 3 of the Code of Ethics. A member may be subject to sanctions for a violation which continues while he or she is a member even though the conduct in question originated prior to admission to membership.
- B. If a complaint is made against a person who was a member at the time the alleged violation occurred, but who is not a member at the time the complaint is made, the

complaint will be processed under these procedures only if the former member agrees in writing. In no event shall a person be readmitted to membership if there is an outstanding and unresolved complaint against him or her for conduct while formerly a member.

- C. The NCMA shall retain jurisdiction over an investigation of a respondent who, before the conclusion of the investigation, resigns from NCMA or otherwise allows his or her membership in NCMA to lapse.

III. Responsibilities

- A. The NCMA Executive Board is responsible for making the final decision on matters pertaining to the enforcement of the code, including, but not limited to, sanctions for the violation thereof. No current or former member may be publicly censured, expelled, or barred from membership without the approval of the Executive Board.
- B. The Committee on Professional Conduct (CPC), which is established by the NCMA Constitution, is the committee of NCMA responsible for assisting the Executive Board in implementing these rules and has the specific duties set forth hereinafter.
- C. The NCMA Secretary serves as the Executive Board liaison to the CPC, and has particular administrative responsibilities under these procedures.
- D. The Secretary shall provide administrative support, as requested, to assist the Executive Board, the Vice President, and the CPC in enforcing the code and implementing these rules.
- E. The NCMA Executive Board, Vice President, CPC, and Secretary may seek the counsel and advice of ICMA's ethics staff in carrying out these procedures and in considering complaints.

IV. Sanctions

- A. Sanctions may be imposed in accord with these rules upon members who are found to have violated the code. In determining the kind of sanction to be imposed, the following factors may be considered: the nature of the violation, prior violations by the same individual, the willfulness of the violation, the level of professional or public responsibility of the individual, and any other factors which bear upon the seriousness of the violation.
- B. The following sanctions may be imposed singly or in combination at the conclusion of an investigation and/or hearing under these rules:
 - 1. Private Censure. A letter to the respondent, and the complainant, indicating that the respondent has been found to have violated the Code of Ethics, that NCMA disapproves of such conduct, and that, if it is repeated in the future, it may be cause for more serious sanctions. If the complainant is a nonmember, he or she shall be notified that the case was considered and resolved, and that no public action was taken.

2. Public Censure. Notification to the respondent, complainant, and news media, indicating that a violation of the code took place and that NCMA strongly disapproves of such conduct and the nature of the sanction(s) imposed. In addition, such notice shall be provided to appropriate local governing bodies where the Executive Board has found it necessary to do so in order to protect the public against unethical conduct in local government.
 3. Expulsion. A revocation of the respondent's membership privileges.
 4. Membership Bar. A prohibition against reinstatement of the respondent's membership in NCMA.
- C. Upon receiving documented evidence that a member has been found guilty after trial by a judge or a jury of criminal conduct, which constitutes a violation of the ICMA/NCMA Code of Ethics and which occurred while the person was a member of NCMA, the NCMA Vice President shall immediately issue a notice of suspension of membership to that person by registered mail, that person's membership shall be suspended as of the date of such notice, and the suspended member shall be removed from the NCMA website. The Vice President shall advise the CPC of any such action and shall refer the case to the CPC. The CPC may commence an investigation in accordance with Part VI hereof, or it may defer proceedings until the person has exhausted all appeals or the time for appeal has expired. The suspension shall continue in effect until such time as sanctions provided under Part IV.B. are imposed, or the case is dismissed, in accordance with these Rules.
- D. A member who has been barred or expelled from membership under these rules may apply for reinstatement to NCMA membership only after a period of at least five (5) years from the date of the bar or expulsion, or from the date of the last review of a request for reinstatement. The barred or expelled former member must submit a written request to the Executive Board for a reinstatement review and include the reasons why he or she believes it should be considered. Such requests shall automatically be referred to the CPC. The CPC will review all the information provided, and make a recommendation to the Executive Board. The former member requesting reinstatement review is entitled to a hearing before the Executive Board.

V. Initiation of Procedures

- A. Proceedings against an individual for an alleged violation of the Code of Ethics may be initiated by the Vice President upon receiving a written complaint or other written information from any source indicating that a violation may have occurred.
- B. Upon receiving such a written complaint or information, the Vice President will submit the complaint to the CPC for review. The CPC will ascertain whether it is sufficiently clear and complete to initiate proceedings, and, if so, whether it alleges conduct that may be a violation of the Code of Ethics. If the CPC concludes that the complaint is not sufficiently clear or complete to initiate proceedings, it shall seek further clarification from the complainant or other source before taking any further action.
 1. If the CPC concludes that the complaint is sufficiently clear and complete to initiate proceedings, and may, if proven, indicate a violation of the code, a copy of the

- complaint or information shall be forwarded by the Vice President by registered mail to the respondent named in the complaint or information. The respondent shall be informed at that time of the provisions of the code which he or she is alleged to have violated. The Vice President may also request that the respondent answer specific questions pertaining to the alleged violation.
2. The respondent shall be given thirty (30) days within which to respond in writing to the complaint or information, to provide any further information or material he or she considers relevant to the allegations, and to answer any specific questions asked by the Vice President.
 3. As soon as the respondent's response is received, but in no event more than thirty (30) days after written notice of the alleged violation has been given to the respondent, the Vice President shall refer the case to the CPC for further proceedings in accordance with these rules.

VI. Investigations

- A. Upon receiving a case of an alleged violation of the Code of Ethics from the Vice President, the CPC shall commence an investigation into the allegations. However, no investigation shall be required if (1) the respondent admits to the conduct in his or her initial response, or (2) the respondent has already entered a guilty plea, a no contest plea, or has been found guilty and has exhausted all appeals, in a criminal case involving the same conduct.
 1. The CPC shall afford the respondent an opportunity to meet with the committee in person and may, at its discretion, afford such an opportunity to the complainant as well. The respondent may appear at such a meeting personally and be accompanied by a representative. Alternatively, the respondent may appear through a representative.
 2. The CPC shall prepare and maintain notes of all meetings and interviews with the respondent, the complainant, and any witnesses, and may request any such person to sign a statement prepared on the basis of those notes. The respondent shall be entitled to review these notes and statements, and any other documentary evidence gathered in the course of the investigation, and shall be afforded the opportunity to respond in writing thereto.
 3. The CPC shall take all reasonable steps to ascertain the facts relevant to the case, including, but not limited to, interviews with witnesses, review of the respondent's submission(s), and examination of all published material judged to be relevant and reliable.
 4. Within sixty (60) days of the referral of a complaint to the CPC, the investigation shall be concluded, and a written report of the committee's proposed findings of fact shall be sent to the Vice President and the respondent. Each finding must be supported by reliable and relevant evidence which has been made available to the respondent for review.

5. The CPC report will include conclusions as to the veracity and seriousness of the complaint, and shall recommend appropriate action, including dismissal of the complaint or of disciplinary action.

VII. Decisions

- A. The Vice President shall bring the report to the NCMA Executive Board at its next regularly scheduled meeting, but no later than 30 days following receipt of the CPC report. The Executive Board shall promptly review the CPC's proposed findings of fact, conclusions, and recommendations, and shall determine whether they are supported by sufficient reliable and relevant evidence.
 1. If the Executive Board determines that the evidence is not sufficient, the Executive Board may either (a) dismiss the case; (b) return it to the CPC for further investigation in accordance with these rules; or (c) schedule a hearing before the Executive Board in accordance with part VIII of these rules.
 2. If the Executive Board determines that the proposed findings are supported by the evidence, it shall then determine whether such evidence demonstrates that a violation of the Code of Ethics has occurred. The Executive Board may vote to adopt the recommended decision of the CPC, to modify said decision, or to dismiss the case without imposing sanctions. If the case is dismissed without imposing sanctions, the respondent, the complainant, and the CPC shall be notified by the Vice President.
 3. If the Executive Board determines on the basis of the CPC's report that a violation has occurred, it shall determine the appropriate sanction(s). The Vice President shall then notify the respondent of the Executive Board's intent to adopt the CPC's report as final, and to impose the specified sanction(s) for the reasons stated, unless the respondent can show that the findings of facts are erroneous, or that the proposed sanctions(s) should not be imposed in light of certain mitigating factors which the CPC did not previously consider. The respondent shall have fifteen (15) days in which to submit a written response to the Vice President and/or to request a hearing.
 4. In the event that the respondent makes no submission, and does not request a hearing, the proposed findings and sanction(s) shall be considered as final.
 5. In the event that the respondent makes a written submission, but does not request a hearing, the Executive Board shall within 30 days of receiving the submission, review the submission and may either adopt, or revise and adopt as revised, the proposed findings and/or sanction(s), as it deems appropriate.
 6. In the event that the respondent requests a hearing, the Executive Board shall schedule the hearing within 30 days of the receipt of the request. Hearings shall be conducted in accordance with part VIII of these rules. No sanction(s) shall be imposed before the hearing is concluded.
- B. If the Executive Board has determined that a private censure is the appropriate sanction, and that the respondent has not requested a hearing, the Vice President shall send a letter of private censure to the respondent, with copies to the complainant and to the CPC. The case shall then be closed. No other notification of a private censure shall be made.

However, NCMA may publish the fact that certain kinds of conduct have resulted in the issuance of private censures, provided that no names or identifying details are disclosed.

- C. If the Executive Board has determined that a public censure, expulsion, or membership bar is the appropriate sanction, and that the respondent has not requested a hearing, the respondent shall be immediately notified of the decision of the Executive Board, with copies to the complainant and to the CPC, and the sanction(s), if any, shall be implemented.

VIII. Hearings

- A. These procedures shall govern all hearings conducted pursuant to these rules.
- B. No Executive Board member may hear any case if his or her participation in that case would create an actual or apparent conflict of interest.
- C. Within ten (10) days of receiving a request for a hearing, the Vice President shall notify the respondent by registered or certified mail that a hearing has been scheduled before the Executive Board. The hearing date shall be at least fifteen (15) days after the date the notice is postmarked. The notice shall also state that the respondent has the following rights:
 - 1. To appear personally at the hearing;
 - 2. To be accompanied and represented at the hearing by an attorney or other representative;
 - 3. To review all documentary evidence, if any, against him or her in advance of the hearing;
 - 4. To cross-examine any witness who testifies against him or her at the hearing; and
 - 5. To submit documentary evidence and to present testimony, including the respondent's, in his or her defense at the hearing.
- D. The Executive Board shall not be bound by any formal rules of evidence but may accord appropriate weight to the evidence based on its relevance and reliability.
 - 1. The CPC's report shall be admissible evidence at the hearing.
 - 2. The Executive Board may not hear evidence of any alleged ethics violation by the respondent that was not the subject of the initial investigation.
- E. At any hearing conducted under these rules, the CPC shall first present evidence in support of its recommended decision. Upon conclusion of its presentation, the respondent shall have the opportunity to present evidence in his or her defense.
- F. Within five (5) working days of the conclusion of the hearing, the Executive Board shall render a decision in the case.
 - 1. The decision shall be in writing and shall include a statement of the reasons therefore. Only evidence which was put before the Executive Board may be considered as a basis for the decision.

2. The Executive Board's decision may be to:
 - i. Dismiss the case;
 - ii. Adopt the findings and sanction(s) recommended by the CPC; or
 - iii. Revise, and adopt as revised, the findings and/or sanction(s) recommended by the CPC. However, the Executive Board may not increase the sanction(s) recommended by the CPC unless new evidence, not previously available to the CPC, is disclosed at the hearing, which indicates that the respondent's violation was more serious. No sanction may be imposed for any violation of which the respondent had no prior notice.
3. A copy of the written decision of the Executive Board shall be sent immediately by the Vice President by registered mail to the respondent, with copies to the complainant and the CPC, and the sanction(s), if any, shall be implemented.



*L. Lynn Rex
Executive Director*

League Board Structured to Effectively Represent Municipal Interests

The League's highest priority has always been to work with state Senators and others to effectively represent the interests of member cities and villages in the legislative process. The work for state Senators and other organizations like the League does not end when the Legislature adjourns the last day of a regular 60 or 90-day session. Interim studies and special sessions require a tremendous time commitment.

Under the leadership of the League President, the League Executive Board establishes the policies and develops positions on critical issues impacting municipalities across the state. Each year the Executive Board formulates a League legislative package of proposed bills after carefully reviewing recommendations from the League Smaller and Larger Cities Legislative Committees. The Executive Board typically directs the League Staff to draft 15 to 20 measures for introduction by Senators. Notwithstanding the many months of preparation and committee work with municipal officials to develop the

League's legislative package, the overwhelming majority of League staff time during the session is dedicated to supporting, approving, or amending the hundreds of bills with a municipal impact introduced on behalf of other groups.

The League's success in understanding and advocating the interests of member cities and villages is due, in large part, to the structure of the 15-member Executive Board. The League's Bylaws provide for representation by the five "classes" of municipalities created by state statute. The Bylaws provide that the Executive Board shall consist of a) the Mayor of each Metropolitan class city (Omaha); b) the Mayor of each Primary class city (Lincoln); c) one representative that is a municipal clerk; d) one representative from a municipal utility; e) one representative that is a municipal manager or administrator; f) five representatives from first class cities; and g) five representatives from cities of the first class, cities of the second class or villages, provided, however, no more than four representatives are from cities of the second class and villages.

League Board members are elected each year at the business meeting held in conjunction with the League Annual Conference. The Bylaws provide that the term of office is one year. The maximum number of terms for representation of the municipal utilities, clerks, and manager-administrators is three years. The maximum number of terms for all other board members is also three years, unless they have been elected as Vice-President, President-Elect, President, or Past President. The mayors of metropolitan class cities (Omaha) and primary class cities (Lincoln) are not restricted in the number of terms they may serve.

Pursuant to the Bylaws, the League's Immediate Past President chairs the Nominating Committee, which submits the 15-member slate of Board of Directors to the membership at the Annual Business Meeting. Additional nominations may be made from the floor by a voting member. The League President

appoints two or more Past Presidents to serve on the Nominating Committee with the Immediate Past President. To be eligible, the Past Presidents must currently serve as elected or appointed municipal officials.

The Nominating Committee has an extremely important, but difficult task! There are obviously many outstanding officials but usually only one or two openings on the board each year. Active participation in League activities, years of service as a public official, class of municipality, geographic location in the state, and when that municipality was last represented on the board, are only some of the factors typically considered by the Nominating Committee. The Nominating Committee also recommends to the voting membership the board members who advance into the officer positions. Unfortunately, it is not possible for everyone elected to the League Board to be advanced to an officer position.

There is no "perfect" structure for a League Executive Board and no "perfect" process for selecting those privileged to serve. Representation should reflect a broad-based cross section of member municipalities. This is critically important in the development of the League's legislative package as well as the policy decisions made by the board when it adopts the League's annual budget. Board decisions on legislative issues and local governance matters ultimately impact every municipality in the state.

League board members are your elected representatives! They dedicate a great deal of time on behalf of all cities and villages in the state. This is in addition to their many other civic commitments and responsibilities. It is due to the quality leadership of League Presidents and progressive boards that the League of Nebraska Municipalities has been effective in advocating municipal interests before the Legislature, while providing excellent educational workshops and technical assistance to members.



MISSION STATEMENT: The mission of the League of Nebraska Municipalities is to represent the interests of member cities and villages to preserve local control and empower municipal officials to shape the destiny of their municipality and improve the quality of life of their citizens.

PROGRAM OF WORK

- 1) To represent the interests of member municipalities and preserve local control by working with State Senators, the Governor and others to promote passage of beneficial legislation and proposed constitutional amendments as well as oppose passage of bills and proposed constitutional amendments detrimental to municipalities.
- 2) To conduct conferences, seminars, and training programs to inform municipal officials about changes in state and *federal laws, rules and regulations, as well as provide opportunities for officials to learn about innovative strategies other municipalities have developed for addressing common concerns and challenges.
- 3) To provide as much technical assistance to municipal officials as logistically and financially possible within the League's budget, including but not limited to, responding to questions from member municipalities, conducting surveys and research on issues of statewide importance and serving as a clearinghouse for municipal issues.
- 4) To coordinate activities and efforts to represent the interests of member municipalities with various state agencies, commissions, and advisory groups.

L. LYNN REX, EXECUTIVE DIRECTOR • PHONE: (402) 476-2829 • FAX: (402) 476-7052

WEB SITE: www.lonm.org • E-MAIL: info@lonm.org

- 5) To coordinate activities and work with the National League of Cities to represent the interests of Nebraska's municipalities on *federal laws, regulations, and related issues.
- 6) To coordinate activities and work with sections and committees of the League, including but not limited to, the Utilities Section, the Nebraska Municipal Clerks Association, the Nebraska City Management Association, and the Municipal Accounting and Finance Officers.
- 7) To work with municipal attorneys to address legal issues and cases of statewide concern affecting member cities and villages.
- 8) To communicate timely information to members through various publications, including but not limited to, weekly Legislative Bulletins while the Legislature is in session, the Nebraska Municipal Review, the Clerks' Newsletter, the Utilities Section Newsletter, the Nebraska City Management Newsletter, and other mailings and communications as needed.
- 9) To publish and distribute the annual Nebraska Directory of Municipal Officials.
- 10) To provide an ordinance codification service for those member municipalities desiring to contract for this additional service.
- 11) To provide a municipal insurance pool through the League Association of Risk Management (LARM) to stabilize rates, offer risk management services, and provide quality insurance coverage for those member cities and villages desiring to contract for this additional service.

* *FEDERAL LAWS, RULES AND REGULATIONS: Please note that the National League of Cities (NLC) has the primary responsibility to represent the interests of municipalities across the country on federal laws, rules and regulations. Due to budget and staff considerations, the League of Nebraska Municipalities (LNM) focuses on the one or two major issues identified by NLC annually to activate LNM's membership, if necessary. LNM staff works with NLC staff and Nebraska's Congressional Delegation on these issues and other matters of particular interest to Nebraska municipalities. LNM presents important information in League publications and conferences relating to major laws and regulations passed by Congress, i.e., Americans with Disabilities Act (ADA), Fair Labor Standards Act (FLSA) and drinking water standards.*



League of Nebraska Municipalities

Conferences, Meetings and Seminars of Interest

2015

NLC Congress of Cities and Exposition, November 4-7, 2015, Nashville, TN
Water Operator Training Workshop, December 8, 2015, DHHS Office Building, Norfolk
Water Operator Training Workshop, December 9, 2015, Chamber of Commerce Building, Columbus
Water Operator Training Workshop, December 10, 2015, Water Admin. Building, Lincoln

2016

*Utilities/Public Works Section Annual Conference, January 13-15, 2016, Embassy Suites, Lincoln
Water Operator Training Workshop, January 26, 2016, Holiday Inn, Kearney
*Snowball Conference, January 27-28, 2016, Holiday Inn, Kearney
Meter Conference, February 9-11, 2016, Holiday Inn, Kearney
*Midwinter Conference, February 22-23, 2016, Cornhusker Marriott Hotel, Lincoln
NLC Congressional City Conference, March 5-9, 2016, Washington, D.C.
IIMC Annual Conference, May 22-25, 2016, Omaha, Nebraska
*Municipal Accounting & Finance Conference, June 15-17, 2016, Holiday Inn, Kearney
*Annual Conference, September 21-23, 2016, Holiday Inn, Kearney
ICMA Annual Conference, September 25-28, 2016, Kansas City/Jackson County, Missouri
NLC Congress of Cities and Exposition, November 16-19, 2016, Pittsburgh, Pennsylvania

2017

*Utilities/Public Works Section Annual Conference, January 11-13, 2017, Embassy Suites, Lincoln
Water Operator Training Workshop, January 24, 2017, Holiday Inn, Kearney
*Snowball Conference, January 25-26, 2017, Holiday Inn, Kearney
*Midwinter Conference, February 27-28, 2017, Cornhusker Marriott Hotel, Lincoln
IIMC Annual Conference, May 21-24, 2017, Montreal, Quebec
*Annual Conference, September 20-22, 2017, Cornhusker Marriott Hotel, Lincoln
ICMA Annual Conference, Oct. 22-25, 2017, San Antonio/Bexar County, Texas
NLC Congress of Cities and Exposition, Nov. 15-18, 2017, Charlotte, North Carolina

2018

*Utilities/Public Works Section Annual Conference, January 17-19, 2018, Cornhusker Marriott Hotel, Lincoln
Water Operator Training Workshop, January 23, 2018, Holiday Inn, Kearney
*Snowball Conference, January 24-25, 2018, Holiday Inn, Kearney
IIMC Annual Conference, May 20-23, 2018, Norfolk, Virginia
*Annual Conference, Sept. 19-21, 2018, Holiday Inn, Kearney
ICMA Annual Conference, Sept. 23-26, 2018, Baltimore, Maryland

2019

Water Operator Training Workshop, January 22, 2019, Holiday Inn, Kearney
*Snowball Conference, January 23-24, 2019, Holiday Inn, Kearney
*Annual Conference, Sept. 18-20, 2019, Cornhusker Marriott Hotel, Lincoln
ICMA Annual Conference, Oct. 20-23, 2019, Nashville/Davidson County, Tennessee
IIMC Annual Conference, May 19-22, 2019, Birmingham, Alabama

2020

Water Operator Training Workshop, January 21, 2020, Holiday Inn, Kearney
*Snowball Conference, January 22-23, 2020, Holiday Inn, Kearney
ICMA Annual Conference, Sept. 27-30, 2020, Toronto/Ontario, Canada

* Exhibit/sponsorship opportunities

2021

ICMA Annual Conference, Oct. 3-6, 2021, Portland, Oregon

2022

ICMA Annual Conference, Sept. 18-21, 2022, Columbus, Ohio

2023

ICMA Annual Conference, Oct. 1-4, 2023, Austin, Texas

Senior Advisor Program *(formerly Range Riders)*

On September 18, 1997, the Nebraska City Management Association (NCMA) voted to join with the International City/County Management Association (ICMA) to appoint Frank U. Koehler, retired City Manager of Scottsbluff, Nebraska, as Range Rider for Nebraska. This action was confirmed by the ICMA on November 5, 1997. Frank served as the Nebraska Range Rider until his passing in January of 1999. The ICMA Range Rider Program was established in 1974, to make the counsel, experience and support of respected retired managers available to local government managers and administrators. The name of the program was changed in 2014, at ICMA's 100th Anniversary Annual Conference in Charlotte/Mecklenburg County, North Carolina. It is now known as the ICMA Senior Advisor Program.

The Senior Advisor is available to meet periodically with members in the state to discuss the profession and concerns of managers. The range of discussions includes relations with mayors and councils, overall management questions, career development counseling and relations with ICMA. In addition, the Senior Advisor may respond to calls for assistance by cities and villages who are interested in adopting or retaining the council-manager or mayor-council-administration form of government.

All discussions between the Senior Advisor and managers or administrators are kept confidential. The Senior Advisor is a colleague and counselor to the profession - not a consultant. The program is designed to help with personal and professional issues, not to provide technical assistance or solve substantive problems in a local government. The Senior Advisor can assist communities in adopting or retaining the council-manager or mayor-council-administrator form of government.

Senior Advisors are generally retired managers with long experience and respect in the profession who can provide a unique source of outside council to their colleagues. There currently are more than 40 Senior Advisors in 20 states. The Senior Advisor is a volunteer. The program is designed to allow flexibility in the amount of time donated by the Senior Advisor. ICMA and NCMA will reimburse actual expenses involved in the program.

The Senior Advisor can be contacted by phone, e-mail or mail and will make visits to local communities, attend state or regional meetings or managers and administrators and attend League meetings to keep up with current problems and be available for contact.

Frank U. Koehler served as City Manager of Scottsbluff, Nebraska from 1962 to 1989. He then taught municipal administration, public budgeting and public finance as Senior Executive in residence for the University of Nebraska Department of Public Administration from 1989 to 1997. This article quotes extensively from the ICMA Senior Advisor Program Implementation Guidelines published by ICMA.

History of the Senior Advisor Program *(formerly Range Riders)*

The ICMA Range Rider program was established by the ICMA Executive Board in 1974 to make the counsel, experience, and support of respected, retired managers of the profession available to city and county managers and administrators. The name of the program was changed in 2014, at ICMA's 100th Anniversary Annual Conference in Charlotte/Mecklenburg County, North Carolina. It is now known as the ICMA Senior Advisor Program. Senior Advisors are retired managers with extensive experience who volunteer their time to provide a unique source of outside counsel to their colleagues. There are currently 84 Senior Advisors in 22 states.

Senior Advisors are available to meet periodically with members in their states or areas to discuss the profession and concerns of managers. Discussion topics range from problems with mayors and councils, overall management questions, relations with ICMA, responses to local controversies such as referenda on the council-manager plan, to career development counseling.

All discussions are confidential. Senior Advisors are friends, colleagues, and counselors to the profession- not consultants. The Senior Advisor program is designed to help with personal and professional issues, not to provide technical assistance or solve substantive problems in a local government. Senior Advisors also help communities interested in adopting or retaining council-manager government.

Senior Advisors are not compensated and the program is designed to expect from the Senior Advisors only the time they feel comfortable donating to the profession-usually a few days per month. Only expenses are reimbursed.

Senior Advisors are selected jointly by the ICMA Executive Director and the managers' state association. Expenses are shared by ICMA and the sponsoring state organization.

ICMA Senior Advisor Program (formerly Range Rider Program)

The ICMA Senior Advisor program (formerly Range Rider Program *) is a joint activity of ICMA and state sponsors established by the ICMA Executive Board in 1974 to make the counsel, experience, and support of respected, retired managers of the profession available to members. Currently 84 Senior Advisors in 22 states provide a highly valued service by volunteering their time to offer confidential professional and personal support and advice.

Senior Advisors are retired managers with extensive experience who volunteer their time to provide a unique source of outside advice to their colleagues. They are selected jointly by the state sponsor and the ICMA Executive Director. Although they are expected to be visible, accessible and responsive to members and association needs, Senior Advisors are unpaid volunteers who pursue other activities while in retirement and thus are not “full time.” Expenses incurred are reimbursed and shared by ICMA and the sponsoring state organization. The expenses allocated depend on the size of the state, the number of Senior Advisors and funds available from the sponsors.

Senior Advisors are available to meet periodically with members in their states or areas to discuss the profession and their concerns as members. Discussion topics range from relations with elected officials, overall management questions, relations with ICMA, responses to local controversies such as referenda on the council-manager plan, to career development.

All discussions are on a confidential basis. Senior Advisors are friends, colleagues, and advisors to the profession—*not* consultants. The Senior Advisor program is designed to help with personal and professional issues, not to provide technical assistance or solve substantive problems in a local government. However, Senior Advisors may consult with local governments as individuals, on a part-time basis, as long as the consulting does not impair the effectiveness of the Senior Advisors. Senior Advisor guidelines contain advice for Senior Advisors who do part-time consulting.

Senior Advisors may also help communities interested in creating a professional local government management position, including adoption of council-manager government.

Members with questions on the Senior Advisor program can contact Senior Advisor Program Coordinator Greg Bielawski at 630/462-1876 or e-mail gbielawski@icma.org.

***2013-2014 Program Review**

In April 2013, ICMA Executive Director Bob O'Neill appointed a 2014 Advisory Committee to celebrate 40 years of the Range Rider Program and to enhance its value to ICMA members and to state associations in the second century of ICMA.

The Advisory Committee was composed of key stakeholders: Senior Advisors (formerly Range Riders), state secretariats and state leaders from the states with programs, and other members served by the program, such as former MITs and first time administrators in those states. The

Committee engaged Senior Advisors and state sponsors in the development of the recommendations. The Committee's recommendations to "refresh" the program for the future were approved by the ICMA Executive Board in February 2014.

A number of the recommendations reinforced current guidelines. Recommendations for change or greater clarity included encouraging terms and periodic reviews for Senior Advisors in order to ensure continued vibrancy and effectiveness, making non-CAOs eligible for appointment as Senior Advisors, modifying the conflict of interest guidelines to allow more members engaged in part-time consulting to serve in the program, a statement of policy to clarify any Senior Advisor involvement in manager placement work, and steps to foster performance and accountability for all three parties to the program, Senior Advisors, state sponsors and ICMA. The recommendations also included a change in the name from Range Riders to Senior Advisors to better describe the role and its primary emphasis on providing members with advice and support. Those members who were serving ICMA under the title of Senior Advisors have become ICMA Liaisons to better describe their role serving as ICMA representatives to state associations and other groups. This change in titles became effective at the 2014 ICMA Annual Conference.

Senior Advisor program materials have been revised to incorporate these recommendations and Senior Advisors and state sponsors are being contacted about next steps.

NEBRASKA CITY MANAGERS ASSOCIATION POLICY FOR MEMBERS IN TRANSITION

(Adopted February 12, 2007)

PURPOSE: To provide a support system for certain classifications of members of NCMA during periods of transition between public sector management positions. A multi-faceted approach is used to assist the member whenever possible but to also maintain the member's sense of self-worth, and preserve the member's dignity and desire for privacy.

DEFINITIONS: A member-in-transition (MIT) is an individual whose last professional position held was in the local government sector and he/she was a full or associate member in good standing of the NCMA. Members under written censure or expulsion from NCMA shall not be eligible for MIT benefits. The member must be actively seeking employment by pursuing local government positions throughout the state and/or in other states, provinces or countries having members of a professional local government management association.

MIT ELIGIBILITY PERIOD: MITs will be allowed to stay on the MIT list for two years and after that two-year period will not be eligible for assistance under the MIT program.

NOTIFICATION: Given the geographic diversity of the State of Nebraska, identification of members in transition can be most effectively performed by the MIT contacting an NCMA Board member directly. Although, the NCMA list serve can also be used for this purpose, some members may be reluctant to announce their transition so broadly.

LIAISON ASSIGNED: Upon notification of the NCMA Board, the Board will assign the MIT a liaison. The liaison will be matched with the MIT according to such criteria as geographic location, past experience, and/or personal experience with the MIT. The liaison will see that the Ranger Rider(s) is notified of the transition. The liaison will also notify the MIT's District Director so that the Director can continue to notify him/her of District meetings and other events in the area. The liaison will serve as their confidential counselor; someone who can listen to personal and professional concerns as the MIT

makes his/her trek between jobs. The liaison cannot give technical advice, but can serve as a friend during these changing times. The liaison will contact the MIT monthly to check on his/her well being.

NCMA LIST SERVE: MITs will be allowed to access and participate in discussions on the NCMA list serve for the two-year period they remain on the MIT list.

LEGAL ASSISTANCE: The NCMA will keep a list of attorneys having specialized knowledge in the field of municipal government and labor relations in the State of Nebraska. If applicable, the list will have names of other City Managers who have had experience with the attorneys and may be contacted as a reference. This is a confidential list of attorneys who can advise or represent City Managers in negotiations with City Councils or in helping enforce termination agreements. Many attorneys with this specialized knowledge often represent cities and may be reluctant to take cases in opposition to cities. However, the attorneys on this list have specialized experience which may be useful. The NCMA does not endorse any of the attorneys on the list, but offers the names as suggestions.

FEE WAIVERS:

- Waiver of NCMA dues.
- Waiver of NCMA conference registration fees and meals held in conjunction with the conference.
- Reimbursement or waiver of registration fees for up to two Nebraska League of Municipalities conferences per year.

NCMA MIT DIRECTORY: The MIT's Member Profile will be relocated on the NCMA website to the NCMA's MIT Directory, also located on the NCMA website, so that interested parties can view information about the member.

NCMA INTERIM EMPLOYMENT: The NCMA will make a list available on their website of those members-in-transition who are seeking interim employment. The website will list skills and interests of the MIT along with contact information. Types of employment may include special projects, acting as an interim city manager or department head, teaching, and speaking at conferences. Some projects may be pro bono. Any subsequent employment agreement will be between the MIT and the employer.

NCMA PROJECTS: The NCMA Board may offer pro bono projects to the MIT as a means of maintaining skills. These projects also enable the MIT to show continuous employment on their resume.

NCMA MEMBERS' SUPPORT: NCMA members are encouraged to participate in the support of the member-in-transition including but not limited to the following:

- Forward information on jobs available
- Notify the MIT of available job banks
- Encourage organizations to employ MITs for special projects
- Invite the MIT with you to networking opportunities
- Contact the MIT as a personal outreach
- Invite the MIT to participate in brainstorming meetings

LIMITATIONS: The above policy is designed to assist MITs within their own comfort zone. Every effort must be made to respect the MIT's dignity, desire for privacy and comfort with each level of support available.

Distinguished NCMA Professional Management Award

Past Recipients:

- Frank Koehler (1998)
- Lance Hedquist (1999)
- Michael Nolan (2001)
- Fred Hlava (2002)
- Rod Storm (2003)
- Jack Vavra (2005)
- Sandy Powell (2007)
- Doug Rix (2010)

Award Guidelines:

(Adopted February 12, 2007)

Eligibility:

- An NCMA member who is an appointed city administrator or city manager who continually demonstrates excellence in leadership, administration and public service.
- **Nominations: Must be submitted to the NCMA president by a current NCMA member by March 1st of every odd-numbered year.**

Each nomination must:

- Include the signed endorsement of at least three (3) current NCMA members.
- Describe the nominee's leadership ability to get important community projects accomplished.
- Describe how the nominee demonstrates excellence in innovative management techniques and administration.
- Describe specific projects that demonstrate the nominee's passion for public service.
- Describe the nominee's professional accomplishments.
- Include other applicable comments as appropriate.

Selection Process and Timeline:

- Nominations must be postmarked by March 1st of every odd-numbered year.
- The Executive Board will review the nominations and present a short-list of qualified candidates to the NCMA membership by April 1st.
- All nomination information for each candidate will be posted on the NCMA website for member review by April 15th except for the names of those endorsing each candidate.

- The NCMA membership will vote on the candidates using a written ballot during the annual Summer Conference or by proxy with a letter signed by the member received prior to the vote.
- The winning candidate must be selected by at least one-third of the entire NCMA membership. Otherwise, no award is given.

Presentation:

- To be made at the League of Nebraska Municipalities Annual Fall Conference.

Trophy:

- A traveling trophy exemplifying excellence in leadership, administration and public service will be presented to the recipient to keep during the year. Recipient's names and the year the award is received will be inscribed on the traveling trophy.

Plaque:

- A plaque will be presented for the award recipient to keep. Nominations should be sent to: Nebraska City Management Association, 1335 "L" St, Lincoln, NE 68508.

MEMORANDUM

TO: League of Nebraska Municipalities

FROM: Harding & Shultz, P.C., L.L.O.

DATE: June 30, 2011

RE: City Administrator/Manager Contract

As a follow up to our telephone conference on April 23, 2008, we have prepared the following revised language for a City Administrator/Manager employment contract which incorporates the exchange of a release for claims consistent with the April 14, 2008 letter from Assistant Attorney General Dale A. Comer.

1. City Administrator/Manager Employment Contract Language.

The following two sections should be included in the City Administrator/Manager employment contract to provide a term of employment, termination for “just cause,” and a provision setting forth the consideration for a release of all claims in the event of a termination for any or no reason:

Section 2 – Term

A. Expiration at End of Term of Appointing Official. This Agreement shall expire at the end of the elected term of the current elected Mayor [Council – if City Manager Plan] for the City of _____. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time prior to the end of the term, subject only to the provisions set forth in Section 3, paragraphs A(1), A(2) and A(3), of this Agreement.

B. Expiration after Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his [or her] position with the City, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of the employee shall allow the employee the right to provide the City with releases as designated under Section 3(A)(3) of this Agreement which releases shall in turn trigger the obligation of the City to make the payments specified in Section 3(A)(3) of this Agreement.

C. Exclusive Employment. Employee agrees to remain in the exclusive employ of the City until termination or resignation as provided in Section 3 of this Agreement occurs. The Employee shall not use any confidential information obtained through his position as City Administrator [Manager] for personal gain. Both parties acknowledge that exclusive employment shall mean that Employee shall not accept any outside employment from any source whatsoever without first obtaining written approval from Employer. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on the Employee's time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

D. Job Performance Evaluation. Employee's job performance shall be evaluated by the Mayor and City Council [City Council only – if City Manager Plan] in _____ and at least once annually thereafter, in advance of the adoption of the annual operating budget.

Section 3 – Termination

A(1). Termination for Just Cause. The Mayor with the approval of the City Council [City Council only – if City Manager Plan] shall have the right at any time during the term of this Agreement to terminate the Employee for just cause. "Just cause" is defined as: (a) a conviction for a felony or any misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules for the City of _____. Termination for just cause shall not require the City to request the granting of any release under Paragraph A(3) of this section. However, the City may request such waivers of the employee terminated for just cause, which shall then trigger the obligation of the City to pay any sum specified in Paragraph A(3) of this section.

A(2). Termination for Any or No Reason and Consideration Given for Release of All Claims Against City. In the event the Mayor, with the approval of the City Council [City Council only – if City Manager Plan], during the term of this Agreement, terminates Employee for any or no reason, the City shall make payments as specified in Paragraph A(3) of this section in exchange for the amounts specified in Paragraph A(3) of this section.

A(3). Value of Claims Against City Released by City Administrator [Manager] and Participation in Post-Agreement Proceedings. The City agrees to provide such a lump sum payment to the Employee to avoid the expense of:

1. Conducting a pre-and post-termination grievance hearing which will cost the City [\$_____] or the equivalent of at least one month's salary for the City Administrator [Manager].
2. Conducting a *Loudermill* hearing and "full blown" due process hearing which will cost the City [\$_____] or the equivalent of at least three month's salary for the City Administrator [Manager].
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal law which will cost the City [\$_____] or the equivalent of at least three month's salary for the City Administrator [Manager].
4. Defending a breach of contract claim which will cost the City [\$_____] or the equivalent of at least one month's salary for the City Administrator [Manager].
5. The Employee, in accepting this lump sum payment, agrees after termination of employment with the City that s/he will voluntarily participate and cooperate with the City in the defense of the City and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make him/herself available for a deposition and/or trial.

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6. The City shall prepare a release and waiver form to be signed by the employee in accordance with this paragraph.

A(4). Non-Renewal. The failure of the City to renew any employment contract containing language similar or identical to sections 2 and 3 of this Agreement shall be treated as a termination for any or no reason and shall trigger the payment of amounts set forth in Paragraph A(3) of this section.

B. Notice Period for Voluntary Resignation. In the event Employee voluntarily resigns his position with the City before the expiration of the aforesaid term of employment, then Employee shall give the City two (2) months notice in advance, unless the parties otherwise agree.

Model

Employment Agreement



ICMA contact:
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Membership Team Leader
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ICMA



Leaders at the Core of Better Communities

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, train-

ing and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended Language

A. This agreement shall remain in full force and effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 1

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months

(12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option, plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Recommended Language

A. Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and/or by ordinance (#) dated [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of (city, county or town) manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of (city, county or town) manager to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing

body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

Recommended Language

A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

Options for Section 3. C Compensation

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Option 2

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary

based on an agreed upon economic indicator, such as the Consumer Price Index.

Option 3

The Employer agrees to increase the compensation by [%] each year.

Option 4

The Employer agrees to increase the compensation each year by at least the average across the board increase granted to other employees of the Employer.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.

Section 4: Health, Disability and Life Insurance Benefits

Recommended Language

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the [local government]. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

A. The Employer agrees to provide for full health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents on an equivalent basis to that which is provided to all other employees of the [local government]. and Employer shall pay all premiums for the Employee and the Employee's dependents. In the event no such plan exists, Employer agrees to provide full coverage for the

Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the face amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. If such coverage is not available through the Employer's insurance carrier or the Employee elects to obtain coverage through a different insurance carrier, the Employer shall reimburse the Employee for the cost of the premiums in an amount equal to the same value as that provided by the Employer's insurance carrier. The Employee shall own the life insurance policy and the life insurance policy shall be in the name of the Employee and the Employee shall have the right to name the beneficiary of the life insurance policy.

Option 2

E. The Employer shall provide business travel insurance for the Employee while the Employee is traveling on the Employer's business, and the Employee shall name the beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended Language

A. Upon commencing employment, the Employee shall be credited with [#] accrued sick leave hours and [#] accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or

available to any other employees, under the same rules and provisions applicable to other employees.

Option 1

Beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis equivalent to the number of years served in the profession.

B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or

involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Option 2

E. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

Recommended Language

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the Employer, provided under lease to the Employer or to the Employee, or provided through a monthly allowance.

Option 1—Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The

Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended one hundred (100) mile) radius of the local government limits.)

Option 2—Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended Language

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all neces-

sary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$] , or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's

behalf, in equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of com-

penensation annually. The 401(a) plan shall be established as an employer paid plan with non-discretionary contributions by the Employer and the Employee shall have no right to receive such contributions in cash. The 401(a) plan shall be established under a written plan document that meets the requirements of the IRS Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the IRS Code and the Employee shall make the sole determination as to how the funds are invested.

Option 2 A: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

Option 3 A: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended Language

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer

shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, internet connection at Employee's permanent residence, mobile phone/personal digital assistant and/or tablet computer for business and

personal use, and pager for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 9: Termination

Recommended Language

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with (cite applicable local law) at a properly posted and duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

A. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to twelve (12) months salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option,

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays.

The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy Employer’s vehicle at depreciated value
5. Out placement services should the employee desire

them in an amount not to exceed [\$10,000 to \$15,000 recommended], and

6. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee shall be in accordance with the “Separation Agreement” agreed to by Employer and Employee. A template for such agreement is provided by ICMA, and is incorporated herein by reference.

**Provisions for severance and severance related benefits may be governed by state and/or local law. Before entering into negotiations, both parties should be knowledgeable about relevant legal provisions.*

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall

provide a minimum of 30 days notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee’s evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these

commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited

teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Moving and Relocation Expenses

Recommended Language

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Employee shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The Employee shall submit these quotes to the Employer who, in consultation with the Employee, shall select the moving company.

B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.

C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.

D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The

Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.

E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent hous-

ing during the first year of this agreement. The cost of this move shall not exceed (dollar amount).

F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 17: Home Sale and Purchase Expenses

Recommended Language

A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].

B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of allowing the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Option 4

A. Employer shall provide a residence for Employee at no cost to Employee other than the monthly cost of all utilities and services. Should Employee choose to not accept the housing no additional housing incentive shall be provided to Employee.

B. Upon separation, voluntary or involuntary, Employee shall vacate the residence with six (6) months of date of separation.

Option 5

Employee shall place their current residence on the market and make every reasonable attempt to sell residence. If after six (6) months, Employee has not sold or agreed to sell their residence the Employer shall purchase the residence from Employee at ninety percent (90%) of current list price or appraised value whichever is less. Employer shall then place the residence on the market with all proceeds of any sale to Employer.

Section 18: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses,

damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 19: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 20: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the [local government] Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department

heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Option 1—Appropriation

The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in Section 10.

Section 21: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of () address city,state,zip
- (b) EMPLOYEE: name address city, state zip

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on _____, _____.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both

Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

Name of Employer

By: _____
Governing Body Representative

Executed this the (number) day of (month), (year).

Employee

Signature: _____

Executed this the (number) day of (month), (year).

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the [local government] (“Employer”) and _____ (“Employee”).

WHEREAS, Employer has employed Employee as its _____; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee’s employment or termination thereof.

WHEREAS, The parties desire to set forth the terms and conditions governing Employee’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. TERMINATION OF EMPLOYMENT. Upon their mutual agreement, Employee’s employment _____ shall terminate on _____, 20__, which shall be Employee’s final date of employment.

2. NO ADMISSION OF LIABILITY. This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. PAYMENT AND BENEFITS. Employee shall receive his/her regular paycheck for the pay period ending _____, 20__ on or before _____, 20__. Employee shall receive on or before _____, 20__ an additional payment to compensate for his accumulated leaves (vacation and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction

of all obligations due and owing Employee, Employer shall:

a. Pay Employee an amount equal to _____ (__) months of his current salary, subject to customary payroll deductions—to include Employee’s portion of health, dental and vision insurance premiums for _____ (__) months.

b. Continue, and pay for, Employer’s current health, dental and vision insurance coverages for _____ (__) months, ending on _____, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. SURRENDER AND VACATION OF EMPLOYER’S PROPERTY. Upon execution of this Agreement, Employee shall deliver all Employer’s property in his/her possession and further, shall vacate Employer’s property.

4. RELEASE AND WAIVER OF CLAIMS. In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee—including his heirs and assigns—hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act

of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he/she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has

been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or

of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument

7. **JURISDICTION.** This Agreement shall be governed by the laws of the State of _____, and the _____ County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. **REVIEW & REVOCATION.** The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he/she: (a) took advantage of as much of this period as required to consider this Agreement before signing it; (b)

carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

On behalf of the Employer of

_____, _____:

Employer

Date

Attested by:

Employer's Representative

Date





On behalf of Employee:

Date

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

ICMA

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Suite 500
Washington, DC 20002-4201
202.289.ICMA (4262)
icma.org

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 facebook.com/ICMAorg
 linkedin.com/company/icma
 icma.org/kn



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this **(DATE)**, by and between the City of **(CITY)**, State of Nebraska, a municipal corporation, hereinafter called the "City", as party of the first part, and **(EMPLOYEE)**, hereinafter called "Employee" as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of said **(EMPLOYEE)** as City Manager of the City of **(CITY)**, as provided by Chapter I, Article 1-203 of the Municipal Code; and

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

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to age or disability or when City may desire to otherwise terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of said City;

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

Section 1. DUTIES:

City hereby agrees to employ said **(EMPLOYEE)** as City Manager of said City to perform the functions and duties specified in said Chapter 1, Article 1-203 of the said City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. TERM:

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the service of employee at any time, subject only to the provisions set forth in Section 3, Paragraph A and B, of the agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, Paragraph C of this agreement.

C. Employee agrees to remain in the exclusive employee of City until (DATE) and neither to seek, to accept, nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

D. In the event written notice is not given by either party to this contract to the other sixty (60) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of two (2) years.

Section 3- TERMINATION AND SEVERANCE PAY:

A. In the event Employee is terminated by the City Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Manager, then in that event the City agrees to pay Employee a lump sum cash payment equal to one (1) months aggregate salary; provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event the City at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Council that he resign, then, in that event, Employee may at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provisions.

C. In the event employee voluntarily resigns his position with the City before expiration of the aforesaid term of employment, the Employee shall give the City one month notice in advance.

Section 4. SALARY:

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of (\$) payable in installments at the same time as other employees of the City are paid.

In addition, City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 5. HOURS OF WORK:

A. It is recognized that Employee must devote a great deal of his time outside normal office hours to business of the City, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

B. Employee shall not spend time teaching, consulting, or conduct other non-city connected business without the express prior approval of the Council.

Section 6- AUTOMOBILE:

Employee's duties require that he shall use at all time during his employment with the City, an automobile provided to him by the City primarily for City business. City shall be responsible for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

Section 7. DUES AND SUBSCRIPTIONS:

City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 8. PROFESSIONAL DEVELOPMENT:

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including the state League of Municipalities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the professional development and for the good of the City.

Section 9. VACATION AND SICK LEAVE:

A. As an inducement to Employee for him to become City Manager of City, at signature hereof Employee shall be credited with seven (7) days of vacation leave and twelve (12) days of sick leave. Thereafter Employee shall accrue and have credited to his personal account, vacation and sick leave at the same rate as other general employees of the city.

Section 10. DISABILITY, HEALTH, AND LIFE INSURANCE:

A. City agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, disability income benefits, major medical and dependent's coverage group insurance covering Employee and his dependents equal to that of other City employees.

Section 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law.

Section 12- GENERAL PROVISIONS:

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing **(DATE)**.
- D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of **(CITY)** has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF **(CITY)**, NEBRASKA

BY: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Employee



**Letter to the Editor
Hastings Tribune**

As Mayor of Holdrege and President of the League of Nebraska Municipalities, I strongly urge you to retain your position of city administrator. Professional management is extremely important to assure the operation of effective and efficient municipal government. In first class cities with a population of over 5,000 like Hastings and Holdrege, professional management is not a luxury, it is a necessity!

The laws and regulations which govern cities and villages are increasing by geometric progression in volume as well as complexity. Keeping elected officials as well as other appointed officials and employees informed of these measures is only one of the many critical duties performed by a city administrator. Budget preparation, personnel management, and coordinating the efforts of key department heads and the entire management team are some of the other important duties which require special training and time. This is much more than a 40 hour week job!

It is important to encourage people to run for elected office and retain those that perform well in the office to which they are elected. Your elected governing body sets the policies which govern your city. However, a city administrator plays a significant role in the success of any city. No citizen with a full-time job can be expected to resign his or her job to perform the duties and responsibilities of a city administrator. In fact, even a retired person should not be expected to assume such a full-time job. As Mayor of Holdrege, with a full-time administrator, I commit almost 20 hours a week to perform my duties as Mayor.

I have repeatedly heard that "government should be run like a business." Sometimes that is not possible due to legal requirements. However, many times business principles do apply. Your city government is a municipal corporation organized under the laws of the state of Nebraska. No large corporation in the private sector would even consider operating a multi-million dollar business without a CEO in charge of the operation to implement the policies of the Board of Directors. Your taxpayers deserve no less than the stockholders of a major corporation. In fact, as taxpayers and ratepayers, your citizens deserve the very best!

Mayor James E. Van Marter
President, League of Nebraska Municipalities