

# MCCOOK CITY COUNCIL

## REGULAR MEETING

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

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Jeremy LaBrie, Memorial Methodist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.

2. Consent Agenda.

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

A. Approve the minutes of the December 2, 2024 regular City Council meeting.

B. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2025 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

C. Receive and file the claims for the month of November 2024, published December 10, 2024.

D. Receive and file the confirmation of an emergency purchase of two used 2020 Freightliner Semi Tractors from Tag Truck Center for the Transfer Station, at a cost of \$52,000.00 each.

E. Reject bids received for the Injection Well Building Modifications at the Wastewater Treatment Plant.

F. Approve a contract between the City of McCook and Nebraska Department of Economic Development establishing the terms of the 2023 Rural Community Recovery Program.

G. Approve Resolution No. 2024-31 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which the City now intends to abate the nuisance.

H. Approve Resolution No. 2024-32 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance

and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

- I. Approve Resolution No. 2024-33 approving the rescinding of a portion of Resolution No. 2024-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.
  - J. Approve Resolution No. 2024-34 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.
  - K. Approve Resolution No. 2024-35 approving the rescinding of a portion of Resolution No. 2024-21 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.
3. Regular Agenda.
- A. Presentation from Amanda Engell regarding a potential McCook Economic Development Corporation workforce housing development project on property owned by the City of McCook, said parcel identified as Parcel ID#000894200, at the intersection of East "C" Street and East 11th Street.
  - B. Update regarding the sports complex project.
  - C. Ordinance No. 2024-3094 amending the City of McCook Code of Ordinances by revising Section 90.33 -Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs; and Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals.
    1. Chairperson asks Clerk to read Ordinance by title.
    2. Consider approval of Ordinance No. 2024-3094 upon its third and final reading.
    3. Chairperson declaration after vote and passage, if approved.
  - D. Ordinance No. 2024-3092 amending the City of McCook Code of Ordinances Chapter 52, entitled "Water" in Title V "Departments", repealing Section 52.28 - Unsafe Connection; Backflow Hazard and adding Subchapter "Cross Connection Control"; Chapter 50, entitled "Municipal Utilities" in Title V "Departments", Section 50.01 Delinquent Bill charges; and Chapter 38, entitled "Fee Schedule" in Title III "Administration", Appendix C: Delinquent Bill Charges
    1. Chairperson asks Clerk to read Ordinance by title.
    2. Consider approval of Ordinance No. 2024-3092 upon its first of three readings.
  - E. Council Comments.

Adjournment.

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

---

**ITEM:**        2.A.

Approve the minutes of the December 2, 2024 regular City Council meeting.

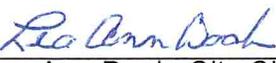
---

**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2024

McCook City Council  
December 2, 2024  
5:30 P.M. Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Utilities Director Fawver, Fire Chief Harpham, Police Chief Hodgson, Public Works Director Potthoff, Senior Services Director Siegfried, Airport Maintenance Operator Ken Vontz.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on November 27, 2024, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

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

**1. Reorganization of the City Council.**

1.A. Administer oath of office for the newly elected Councilmembers Jerry Calvin and Darcy Rambali.

City Clerk Doak administered the oath of office to the newly elected Councilmembers Jerry Calvin and Darcy Rambali.

1.B. Election of Mayor.

City Manager Schneider called for nominations from the Council for the office of Mayor (President) of the council. Jerry Calvin nominated Linda Taylor. Darcy Rambali seconded the nomination. There being no further nominations, the nominations were declared closed. The yeas and nays were called and the vote was as follows: Calvin: YEA, Muehlenkamp: YEA, Rambali: YEA, Taylor: YEA, Weedin: YEA. Linda Taylor was elected as Mayor (President) of the Council.

1.C. Election of Vice President of Council.

City Manager Schneider called for nominations from the Council for the office of Vice President of the council. Linda Taylor nominated Jerry Calvin. Jared Muehlenkamp seconded the nomination. There being no further nominations, the nominations were declared closed. The yeas and nays were called and the vote was as follows: Calvin: YEA, Muehlenkamp: YEA, Rambali: YEA, Taylor: YEA, Weedin: YEA. Jerry Calvin was elected as Vice President of the Council.

1.D. Determination of seating order.

Based on policy set by previous Council, the Councilmembers at this time chose their seats by seniority. The seat order for the Council shall be:

From left to right. Councilmember Rambali, Councilmember Weedin, Mayor Taylor, Councilmember Calvin, and Councilmember Muehlenkamp.

**2. Announcements & Recognitions.**

There were no announcements or recognitions.

**3. Consent Agenda.**

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

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

- 3.A. Approve the minutes of the November 18, 2024 regular City Council meeting.
- 3.B. Approve the bid from Wagner Ford for one (1) new current model year all-wheel drive or 4-wheel drive police interceptor/pursuit utility vehicle without the Read for the Road package at \$45,179.00.
- 3.C. Approve the application for Century Link/Lumen to occupy city right-of-way for the purpose of installing underground fiber optic conduit, cable, and one ground level vault on Airport Road and Airport property.
- 3.D. Authorize the Mayor to sign the Certificate of Compliance for the 2024 Maintenance Agreement between the City of McCook and the Nebraska Department of Transportation.
- 3.E. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Transportation and the Municipality of McCook and authorize the Mayor to sign.

#### 4. Regular Agenda.

- 4.A. Approve the selection of Mammoth Sports Construction to serve as the design company for the sports complex project.

City Manager Schneider informed the Council that RFQ's were submitted by seven firms. On November 21<sup>st</sup>, the committee conducted in-person interviews with representatives of RDG Planning & Design, Clark & Enersen, JEO Consulting Group, Inc., Hellas Construction, Inc., and Mammoth Sports Construction. On November 25<sup>th</sup>, the committee held a meeting to discuss the qualifications of each firm relative to the scoring criteria outlined in the RFQ. Each member of the committee ranked the five firms based on the criteria specified in the RFQ via a uniform scorecard.

Based upon the criteria established in the RFQ, the committee recommends Mammoth Sports Construction to serve as the City's designer for the McCook sports complex project. All of the firms performed extremely well during the selection process. Staff would like to acknowledge the work and effort the committee put into the selection process, they spent numerous hours evaluating the candidates.

Motion to approve the selection of Mammoth Sports Construction to serve as the design company for the sports complex project. This motion, made by Rambali and seconded by Calvin, passed.  
Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

- 4.B. Update regarding the sports complex project.

Nothing was added to information presented in Regular Agenda Item 4.A.

- 4.C. Discuss a request from Charlie McPherson to secure an easement from the City of McCook for property identified as Parcel #000953100, said easement to be used to secure permanent access to property east of the City parcel.

Charlie McPherson stated that he has purchased a lot (Red Willow County Parcel #001428200) with plans to eventually build a house. This property is situated directly behind the house on Apollo Street. After purchasing the property it was discovered it lacks road or street access. The previous owner accessed the property via a verbal agreement with the owner to the south. The owner to the south looking to sell the property and declined to provide a permanent easement from the south. Mr. McPherson requested that the Council consider an easement on property owned by the City of McCook, identified as Red Willow County Parcel #000953100. The easement would provide permanent access to his property located to the east.

After discussion, it was the consensus of the Council to have an easement prepared to be brought back for consideration and approval.

- 4.D. Receive and file a presentation from city staff updating the Fixed Base Operator (FBO) status at the McCook Ben Nelson Regional Airport.

City Manager Nate Schneider provided an update outlining the City's efforts over the past few weeks to ensure continued operations at the airport. He acknowledged the hard work of Public Works Director Kyle Potthoff, Airport Maintenance Operator Ken Vontz, and Assistant City Manager Tera Koetter, who played a crucial role in organizing the airport's response. Before Red Willow Aviation filed bankruptcy on November 15, 2024, we began contacting other aviation providers to create contingency plans.

Realizing the importance of uninterrupted fueling services for the airport, former Red Willow Aviation employees, were contacted to see if they would be interested in continuing their roles as independent contractors for the City. Their experience, familiarity with airport operations, and ability to deliver fueling services efficiently will be a positive for the airport. Staff is working on the independent contractor agreements with the former employees,

With the bankruptcy filed as a Chapter 7, Red Willow Aviation's assets, including equipment and facilities, were now under the control of a bankruptcy trustee. Following the filing, the trustee was contacted to express the City's concerns and intentions regarding future airport operations. Work began on a lease agreement to allow the City to operate from the airport's buildings and utilize the necessary equipment owned by the fixed base operator (FBO), Red Willow Aviation. The trustee was receptive to the City's plans and required that we obtain insurance and indemnification to protect the trustee's interests. Staff is working with insurance representatives to finalize details on insurance coverage, including property and casualty liability, and workers' compensation for the independent contractors.

Because of this unfortunate situation, staff began working with the FAA and Nebraska Department of Transportation to move a non-airside project, a fueling station, ahead in priority over airside capital improvement needs. The fueling station has been on the City's Capital Improvement Program data sheet for several years. Their flexibility in fast-tracking this project despite the typical requirements prioritizing airside developments is greatly appreciated during a challenging time.

City Manager Schneider noted that long-term, due to budget constraints, the City will not be able to provide FBO services at the airport.

- 4.E. Ratify the Lease Agreement between the City of McCook and John D. Stalnaker, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Red Willow Aviation & Spraying, Inc.

Motion to ratify the Lease Agreement between the City of McCook and John D. Stalnaker, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Red Willow Aviation & Spraying, Inc. This motion, made by Calvin and seconded by Rambali, passed.

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

- 4.F. Authorize the use of City of McCook's City Council contingency line item to assist with funding fueling operations at the McCook Ben Nelson regional airport during the pendency of the Red Willow Aviation bankruptcy.

Motion to authorize the use of City of McCook's City Council contingency line item to assist with funding fueling operations at the McCook Ben Nelson regional airport during the pendency of the Red Willow Aviation bankruptcy. This motion, made by Rambali and seconded by Weedin, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA  
YEA: 5, NAY: 0

4.G. Ordinance No. 2024-3094 amending the City of McCook Code of Ordinances by revising Section 90.33 -Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs; and Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals.

Mayor Taylor asked the Clerk to read Ordinance No. 2024-3094 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS"; SECTION 90.33 - DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; SECTION 90.36 - DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS; AND SECTION 90.45 - IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS; DISPOSITION OF IMPOUNDED ANIMALS; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

Ordinance No. 2024-3094 has been read by title and I move to approve upon its second of three readings. This motion, made by Weedin and seconded by Taylor, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

4.H. Council Comments.

Council thanked staff for their work to insure that the City will be able to provide fueling service at the airport.

### **Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:26 P.M.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

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

---

**ITEM:**            2.B.

Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2025 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

---

**BACKGROUND:**

A liquor license issued by the Nebraska Liquor Control Commission and outstanding may be automatically renewed by the Commission without formal application upon payment of the state registration fee and license fee to the Commission.

The City Clerk shall publish one time between January 10 and January 30 of each year, individual notice of the right of automatic renewal of each retail liquor and beer license, except Class C licenses which are published one time between July 10 and July 30, using the form presented in Section 53.135.01 of the Nebraska Liquor Act. A list of existing license holders and the type of license they hold is also included.

In the attached City Manager's Report prepared by Police Chief Hodgson, he recommends automatic renewal of all liquor licenses.

**FISCAL  
IMPACT:**        None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 13, 2023

**CURRENT RETAIL LIQUOR LICENSES**

**December 10, 2024**

<b>CLASS A BEER ON SALE</b>	GIPH Restaurants LLC - Pizza Hut of McCook
<b>CLASS C BEER WINE DISTILLED SPIRITS ON &amp; OFF SALE</b>	Gary's Super Foods - <b>Suhr Enterprises, Inc.</b> Citta Deli LLC McCook Lodging LLC - Holiday Inn Express Fuller's Family Restaurant Axe House - Hurling Hatchets LLC Schmitz Station, LLC - The Station replacing Yard & Loop Brewing Co. Taproom
<b>CLASS CK BEER WINE DISTILLED CATERING</b>	Sehnert's Bakery & Bieroc Café
<b>CLASS D BEER WINE DISTILLED SPIRITS OFF-SALE</b>	Casey's General Store #1954 (East) Casey's General Store #2291 (West) Casey's General Store #2984 (Central) Early Morning Cackle, LLC - The Spirit Shop Early Morning Cackle, LLC - The Bottle Shop Wal-Mart Supercenter 790
<b>CLASS DK BEER WINE DISTILLED SPIRITS OFF-SALE CATERING</b>	JBN Inc. - High Times Liquor Mart 1 Smoker's Outlet #1
<b>CLASS I ALCOHOL LIQUOR ON SALE</b>	El Puerto #3 Knights of Columbus McCook Eagles Club A & N Restaurant, LLC (Coppermill) Tequilas Restaurant, LLC - Tequilas Mexican Grill Loop Brewing Company, LLC - Loop Brewing Company McCook Hotel Group LLC - Cobblestone Hotel & Suites
<b>CLASS IB ALCOHOL LIQUOR ON SALE/BEER OFF SALE</b>	Heritage Hills Golf Inc. Old Sarge's Inc. TJ's Family Fun Center Inc. Lyle Laverack - Outlaws 1882 Saloon
<b>CLASS IK ALCOHOL LIQUOR ON SALE/CATERING</b>	Taste of Texas BBQ Inc.
<b>CLASS LK CRAFT BREWERY CATERING</b>	Loop Brewing Co.

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

---

**ITEM:** \_\_\_\_\_

RECOMMENDATION -- Approve the automatic renewal of the liquor licenses in McCook.

---

**BACKGROUND:**

The following is a list of liquor licenses in McCook:

Retail License Name (DBA)

1. Axe House	219 Norris Ave.
2. Bottle Shop	309 East B St.
3. Casey's General Store #1954	810 East B St.
4. Casey's General Store #2984	204 West B St.
5. Casey's General Store #2291	704 West B St.
6. Citta Deli LLC	110 West 1 <sup>st</sup> St.
7. Cobblestone Inn & Suites	1301 N. Hwy 83
8. Coppermill Restaurant & Lounge	202 Coppermill St.
9. Eagles Frat Order 2769	805 East B St.
10. El Puerto 3	309-311 Norris Ave.
11. Gary's Super Foods IV	212 Westview Plaza
12. Heritage Hills Golf Course	6000 Club House Dr.
13. Hi Times Convenience	606 East B St.
14. Holiday Inn Express	711 N. Hwy 83
15. Knights of Columbus	308 East 9 <sup>th</sup> St.
16. N-Stant Convenience 1	1111 West B St.
17. Old Sarge's Bar	114 West 1 <sup>st</sup> St.
18. Outlaws 1882 Saloon	1006 West B St.
19. Pizza Hut McCook	811 N. Hwy 83
20. Sehnert's Bakery	312 Norris Ave.
21. Spirit Shop	503 West B St.
22. The Station	404 West A St.
23. Taste of Texas BBQ	112 West 11 <sup>th</sup> St.
24. Tequilas Mexican Grill	205 Norris Ave.
25. TJ's Family Fun Center	1511 N. Hwy 83
26. Walmart #790	1902 West B St.
27. Yard & Loop Brewing Co. Taproom	801 West C St. Ste. 5B

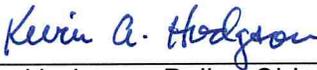
**VIOLATIONS:**

The Nebraska Liquor Control Commission held a public meeting on April 2, 2024. According to the minutes published to the public on the Commission's website Taste of Texas Nebraska license number 54088 holding a Class IK license was suspended for 5 days after pleading guilty to delinquent credit. At this same meeting Tequilas Mexican Grill Nebraska license number 13008 holding a Class I license was suspended for 5 days after pleading guilty to delinquent credit. At this same meeting El Puerto 3 Nebraska license number 123676 holding a Class I license was suspended 5 days after pleading guilty to delinquent credit.

The Nebraska Liquor Control Commission held a public meeting on December 3, 2024. According to the minutes published to the public on the Commission's website Axe House Nebraska license number 124768 holding a Class C license was suspended for 5 days after pleading guilty to delinquent credit.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Kevin Hodgson, Police Chief

December 5, 2024

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 5, 2024



NEBRASKA LIQUOR CONTROL COMMISSION-PUBLIC MEETING AGENDA

DATE: April 2<sup>nd</sup>, 2024

TYPE OF BUSINESS:      LEGAL MATTERS      PAGE 0

---

1.      Class CK-124879

Chinchorro Boricua LLC      Licensee has plead guilty to  
"Chinchorro Boricua"      delinquent credit.  
3018 S 32<sup>nd</sup> Avenue  
Omaha NE 68105

Lic since 11/2022      **25 DAYS SUSPENSION**  
2/2023- Delinquent Credit  
6/2023- Delinquent Credit  
12/2023- Delinquent Credit

(Penalty Guideline indicates Cancel license)

---

2.      Class C-123109

Happy Hour LLC      Licensee has plead guilty to  
"Happy Hour Spirits and Wine"      delinquent credit.  
13820 Manderson Circle  
Omaha NE 68164

Lic since 12/2019      **5 DAYS SUSPENSION**  
9/2020- Minor

(Penalty Guideline indicates 5 days suspension)

---

3.      Class I-113008

Tequilas Restaurants Inc      Licensee has plead guilty to  
"Tequilas Mexican Grill"      delinquent credit.  
205 Norris Avenue      See attached  
McCook NE 69001

Lic since 5/2016      **5 DAYS SUSPENSION**  
10/2016- Purchase from a non-wholesaler

(Penalty Guideline indicates 5 days suspension)

---

NEBRASKA LIQUOR CONTROL COMMISSION-PUBLIC MEETING AGENDA

DATE: April 2<sup>nd</sup>, 2024

TYPE OF BUSINESS: LEGAL MATTERS

PAGE X

---

1. Class I-123676

El Puerto LLC  
"El Puerto 3"  
311 Norris Avenue  
McCook NE 69001

Licensee has plead guilty to  
delinquent credit.

Lic since 11/2009  
Minor-9/2022

**5 DAYS SUSPENSION**

(Penalty Guideline indicates 5 days suspension)

---

2. Class D-123934

Sharp Liquors LLC  
"Sharp Liquors"  
109 E 1<sup>st</sup> Street  
Valentine NE 69201

Licensee has plead guilty to  
delinquent credit.  
See attached

Lic since 10/2020  
Minor-8/2021-Meeting

**5 DAYS SUSPENSION**

(Penalty Guideline indicates 5 days suspension)

---

3. Class C-20235

Old Market Company Inc  
"La Buvette"  
511 S 11<sup>th</sup> Street  
Omaha NE 68102

Licensee has plead guilty to  
delinquent credit.

Lic since 4/1991  
No previous

**5 DAYS SUSPENSION**

(Penalty Guideline indicates 5 days suspension)

---

NEBRASKA LIQUOR CONTROL COMMISSION-PUBLIC MEETING AGENDA

DATE: December 3, 2024

TYPE OF BUSINESS: LEGAL MATTERS

PAGE G

---

1. Class C-124768

Hurling Hatchets LLC  
"Axe House"  
219 Norris Avenue  
McCook NE 69001

Licensee has plead guilty to  
delinquent credit.  
See attached

**5 DAYS SUSPENSION**

Violation History  
No previous

(Penalty Guideline indicates 5 days suspension)

---

2. Class C-121887

Independent Club Jap LLC  
"Independent Club"  
417 G Street  
Central City NE 68826

Licensee has plead guilty to  
delinquent credit.

**5 DAYS SUSPENSION**

Violation History  
2018- Sale to minor

(Penalty Guideline indicates 5 days suspension)

---

3. Class C-125621

The Hitching Post Grill LLC  
"Hitching Post Grill"  
440 Grand Avenue  
Burwell NE 68823

Licensee has plead guilty to  
delinquent credit.

**5 DAYS SUSPENSION**

Violation History  
No previous

(Penalty Guideline indicates 5 days suspension)

---



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

---

**ITEM:**        2.C.

Receive and file the claims for the month of November 2024, published December 10, 2024.

---

**BACKGROUND:**

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

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

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2024

  
\_\_\_\_\_  
Tera Koetter, Assistant City Manager

December 10, 2024

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

December 10, 2024

CITY OF MCCOOK  
CLAIMS FOR NOVEMBER 2024

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

20/20 TECHS-SC 5017.12; ACE-S 1815.66, CO 88.98; ACME PRINTING-S 455.00, CO 1620.00; AKRS-S 256.83; ALMQUIST, MALTZAHN, GALLOWAY, LUTH-SC 10710.00; AMERICAN AG LAB-SC 2490.02; AMERICAN ELECTRIC-S 71.85, SC 16.00; AMERITAS-CLAIMS-SC 5477.60; AMERITAS-DENTAL-SC 384.06; ANYTIME TRI-STATE TOWING-SC 95.00; APPLIED CONNECTIVE-S 75.00; AT&T-SC 446.12; AURORA COOP-S 10655.80; BARCOMUN PRODUCTS-S 1197.11; BETTER HOMES & GARDENS-S 36.44; BIG D METALWORKS-S 175.00; BLACK HILLS ENERGY-SC 1729.94; BLUE TO GOLD-SC 325.00; BOMGAARS-S 675.02, SC 64.99; BRICO PEST CONTROL-S 135.00; BSB CONST-CO 86700.60; BW TELECOM-SC 144.14; C&K-S 342.98, CO 307.84; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 4105.80; CASH WA-S 11795.30; CDW-G-SC 1096.73; CENTRAL NE BOBCAT-S 1374.63; CENTURY LINK-SC 901.16; CITY OF MCCOOK-PS 436404.84; CITY SELF INS-BT ; SALES TAX-BT 43702.46; TRANSFER STATION-S 4546.98; UTILITIES-SC 21666.80; CIVIC PLUS-SC 4599.69; CJIS OPERATIONAL PROT-SC 3000.00; CORNHUSKER-SC 1814.00; CREATIVE LINES-S 260.00; CROELL, INC-CO 1555.85; CULLIGAN-S 113.00; CUMMINS SALES & SRVS-S 882.80; D&S HARDWARE-SC 465.92, S 241.37; DAS ACCT-SC 1069.50, S 66.00; DIAMOND VOGEL-CO 1250.40; EAKES-S 795.66, SC 28.98; ENGINEERED CONTROLS-S 7450.00; FARRELL'S-SC 70.71; FASTENAL-S 628.22; FICA-PS 22251.45; FRENCHMAN VALLEY COOP-S 710.28; FRONTIER COMMUNICATIONS-SC 34.19; GARRISONS-S 89.25; GERIH CONCRETE-CO 54225.15; GOLDEN WEST IND-S 458.59; GOOGLE SVCS-SC 534.00; GPM ENV-S 672.00; GREAT PLAINS COMM-SC 3249.34; HANDTEVY-SC 1929.38; D HARTWELL-SC 750.00; HAZ-MAT-SC 21241.24; HEARTLAND NEW HOLLAND-S 308.60; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 45.00; HG KLUG-S 1464.75, SC 54.40; HOLIDAY INN-SC 249.90; HOMETOWN LEASING-SC 8000.00; IDEAL LINEN-S 176.73; ICC-SC 1158.03; J BAR J LANDFILL-SC 51369.65; JOHNSON SERVICE-CO 17650.00; JOHNSTONE SUPPLY-S 247.75; K&C GRAIN-S 34895.52; K-C MOTOR & ELEC-SC 122.02; KNOBEL REFIRGERATION-SC 934.00; KOHL'S-S 59.74; K. KORGAN-S 32.00; A, KOTSCHWAR-S 750.00; KULLY PIPE-S 442.83; LIFE-ASSIST-S 485.39; LONESTAR FREIGHTLINER-CO 104000.00; MACQUEEN EQ-CO 1261.07, S 2795.37; MALLECK OIL-S 673.75; MARIS GEN CONST-S 856.32; MACQUEEN-S 2658.60; MATTERPORT, INC-SC 756.00; MC CHAMBER-SC 1451.87; MC CONCRETE-S 404.20; MC GAZETTE-SC 818.24; MC HUMANE SOCIETY-S 4506.57; MCCOOK PROFESSIONAL FIREFIGHTER-SC 60.00; MPPD-SC 1058.50; MCNET SC 109.90; C. MCDONALD-

S 750.00; MCKESSON MEDICAL-S 37.29; MEAD LUMBER-S 180.53; MEDICARE-PS 6122.00; MENARDS-SC 619.95; R. METCALF-S 750.00; MICROMARKETING-S 2767.90; MIDWEST CONNECT- SC 2536.96; MILLER & ASSOC.-SC 3150.00, CO 13693.19; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFFLET-SC 5361.48; MUNICIPAL SUPPLY-S 8551.00; NDEE-SC 40859.23; NE DEPT OF REV SALES TAX-SC 11381.47; NE PUBLIC HEALTH ENV-SC 523.00; NE SAFETY & FIRE-S 373.00; NE MUNICIPAL CLERK' ASSOC-SC 200.00; NE TRUCK CENTER-S 130.71; NEBRASKALAND TIRE-S 233.35; NEMSA-SC 250.00; NICK'S DIST-S 471.82; NPPD-SC 33709.88; NEBRASKA SALT & GRAIN-S 10200.12; NWEA-SC 290.00; O'REILLY AUTO-S 52.13; ONE BILLING SOLUTIONS-SC 4913.98; ONE CALL-SC 182.68; PAPER TIGER SHREDDING-S 100.00; PINPOINT COMM-SC 69.99; PLATTE VALLEY COMM-S 310.00; POAN-SC 60.00; POLYDYNE, INC-S 3078.00; PRAIRIE STATES COMMUNICATIONS-CO 2678.15; QUADIENT FINANCE-S 81.98, SC 918.02; RWCO CRT-SC 17.00; RWCO HEALTH DEPT-SC 2616.04; N RENNER-S 750.00; S RENNER-S 750.00, SC 32.00; RUGGLES TRAILER-S 1247.68; SCHINDLER ELEVATOR-S 718.19; M. SCHOENMANN-S 750.00; SEHNERT'S-SC 25.92; SENSEL WELDING-S 42.46; SHELCO CONST-CO 573263.70; SINNER'S TOWING CO 32430.00; J. SLATEN-S 750.00; SOUTHWEST FARM & AUTO-S 1729.25; SOUTHWESTERN EQUIPMENT CO.0S 625.52; M. STARK-SC 82.00; TASTE OF HOME-S 85.96; TITAN- MACHINERY-S 130.68; TK ELEVATOR-SC 211.75; TOTAL TURF-S 88.00; UMR-SC 298727.96; UNION BANK & TRUST-SC 29610.22; UNIVERSITY OF NE-S 25.00; US FOODS-S 864.91; VERIZON-SC 2282.84; WAGNER FORD-S 67.77; WALMART-SC 164.56, S 426.11; WEATHERCRAFT-SC 165.00; WEX BANK-S 13263.14; T WILLIAMS-SC 2001.42; E WITT-SC 82.00.

-s-Lea Ann Doak, City Clerk

PUBLISH: DECEMBER 10, 2024

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

---

ITEM: 2.D.

**RECOMMENDATION:**

**RECEIVE AND FILE THE CONFIRMATION OF AN EMERGENCY PURCHASE OF TWO USED 2020 FREIGHTLINER SEMI TRACTORS FROM TAG TRUCK CENTER FOR THE TRANSFER STATION, AT A COST OF \$52,000.00 EACH.**

---

**BACKGROUND:**

The City of McCook received insurance proceeds in the amount of \$85,000.00 for the replacement of a semi tractor at the Transfer Station due to the tragic accident that occurred on July 18, 2024. After evaluating the situation and getting prices on a new semi in the \$150,000.00 range, City Staff came to the conclusion that it was in the best interest of the department to begin looking at used equipment. After several weeks of looking, staff was able to identify these two 2020 Freightliner Cascadia as possible options. City Staff contacted TAG and gathered additional information on the trucks. After gaining additional information it was determined that these trucks would be a perfect fit for our trash hauling operation. One of the trucks has 290,000 miles and the other has 316,000 miles. The cost of these semi is \$52,000 each which includes wet kits which are already installed on these trucks. A wet kit consists of hydraulic hoses and fittings, reservoirs/tanks, filters, control valves, pumps and PTO's that operate our live bottom floors in our trailers.

On the evening of Tuesday December 10<sup>th</sup>, both semis were delivered to the Transfer Station.

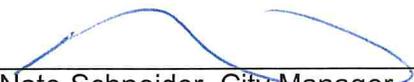
This purchase now gives us 4 reliable semi tractors that can be used for the hauling of solid waste to the J Bar J landfill near Ogallala.

**FISCAL  
IMPACT:** None

**APPROVALS:**

  
\_\_\_\_\_  
Kyle Potthoff, Public Works Director

December 11, 2024

  
\_\_\_\_\_  
Nate Schneider, City Manager

December 11, 2024



**TAG TRUCK CENTER OF TUPELO**  
 4600 MCCULLOUGH BLVD  
 TUPELO, MS 38804  
 (662)844-3262

# Sales Quote

DE-45903  
 11/06/2024

Contact: Wesley Bolen | Phone: 662-844-3262 | Mobile: 662-213-2823 | Email: Wesley.Bolen@tnxtruck.com

**Bill To:**  
 PROS-0038736  
**CITY OF MCCOOK**  
 PO BOX 1059  
 P.O. BOX 1059  
 MCCOOK NE 69001-1059  
 Phone:(308)345-2022

**Sold To:**  
**CITY OF MCCOOK**  
 PO BOX 1059  
 MCCOOK NE 69001-1059

3AKJHLDR0LSLW3244	Used - 2020 Freightliner CA126 Cascadia	\$50,000.00
	ALLIANCE DRIVE WAY-SHIPPER	\$2,000.00
	<b>Unit Total:</b>	<b>\$52,000.00</b>
3AKJHLDR2LSLW3245	Used - 2020 Freightliner CA126 Cascadia	\$50,000.00
	ALLIANCE DRIVE WAY-SHIPPER	\$2,000.00
	<b>Unit Total:</b>	<b>\$52,000.00</b>
<b>Total Sales Price</b>		<b>\$104,000.00</b>
<b>Net Sales Price</b>		<b>\$104,000.00</b>
<b>AMOUNT DUE</b>		<b>\$104,000.00</b>
<b>Cash / Down Payment</b>		<b>-\$0.00</b>
<b>Amount Financed/Cash Due</b>		<b>\$104,000.00</b>

QUOTING PURPOSES ONLY

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED. (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

<b>Purchase By</b>	_____	_____	_____
	Name (Printed)	Signature	Date
<b>Dealer</b>	_____	_____	_____
	Sales Rep (Signature)	General Manager's Approval (Signature)	Date

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

ITEM: **2.E.**

**RECOMMENDATION:**

REJECT BIDS RECEIVED FOR THE INJECTION WELL BUILDING MODIFICATIONS AT THE WASTEWATER TREATMENT PLANT.

**BACKGROUND:**

The project will be to renovate the existing injection well building to provide a removable section of the building to allow for future ease of removal during well maintenance and construction. The existing building is located on the southwest boundary of the WWTF property. The Contractor or building supplier was to provide a Lump Sum Bid for the project.

A single bid of \$117,725.00 was received by Fed Serve LLC which was 62% above the Engineer's Opinion of Probable Construction Cost.

**FISCAL IMPACT:**

This storage building will be funded from uncommitted funds from the Waste Water Department.

**APPROVALS:**

  
\_\_\_\_\_  
David K. Blau, Project Engineer

Date: 12/11/2024

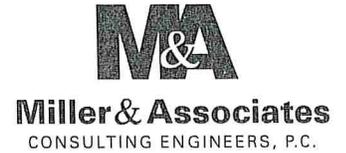
  
\_\_\_\_\_  
Pat Fawver, Utility Director

Date: 12-11-24

  
\_\_\_\_\_  
Nate Schneider, City Manager

Date: 12-11-24

December 10, 2024  
Kearney, Nebraska



109 East 2<sup>nd</sup> St. McCook, NE 69001-3719

Tel: 308-345-3710

Fax: 308-345-7370

www.miller-engineers.com

Mayor & City Council  
City of McCook  
505 West C Street  
McCook, NE 69001

Re: Injection Building Modifications – Wastewater Treatment Plant  
Project No. 200-D1-030

Dear Council Members:

On December 5, 2024 at 2:00 PM, one (1) bid was received, publicly opened, and read aloud at the City Clerk's Office. Attached is a bid summary sheet. The bid is summarized below:

<i>BIDDERS</i>	<i>TOTAL BID</i>	<i>ANTICIPATED START</i>	<i>ANTICIPATED COMPLETION</i>
Fed Serve LLC	\$117,725.00	04-01-2025	06-01-2025

The proposal have been reviewed and no errors were noted. The Bidder identified their Completion dates in their bids and they are shown above.

The Engineer's Opinion of Probable Construction Cost was \$45,000. The low bid from Fed Serve LLC is 62 % above the Engineer's Opinion of Probable Construction Cost. Advertisements for Bids were transmitted to the attached list of Contractors and suppliers in the area, and the planholders list is also attached for reference.

It is therefore recommended the bid be rejected and the contract not awarded to Fed Serve LLC in the amount of \$117,725.00 due to budget constraints. The city can decide to re-bid or if allowed negotiate with a contractor to complete the work.

Respectfully submitted,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

A handwritten signature in cursive script that reads 'David K. Blau'.

David K. Blau, P.E.

DKB/kb

Enclosures

**Project Name:** INJECTION BUILDING MODIFICATIONS, McCOOK, NEBRASKA  
**Project Number:** 200-D1-030-24  
**Date:** November 5, 2024

**REQUEST FOR PROPOSALS SENT TO:**

B-D Construction, Inc.  
209 East 6th Street  
P.O. Box 726  
Kearney, NE 68848-0726

B-D Construction, Inc.  
2154 East 32nd Avenue  
Columbus, NE 68601

Bierman Contracting, Inc.  
303 East 6<sup>th</sup> Street  
PO Box 2414  
Kearney, NE 68847

Carmichael Construction Company  
1012 West 18<sup>th</sup> Street  
Hastings, NE 68901

Chief Construction  
Division of Chief Industries, Inc.  
2107 South North Road  
Grand Island, NE 68803

CTE Construction  
314 West B Street  
McCook, NE 69001

Doak Construction  
404 East B Street  
PO Box 761  
McCook, NE 69001

Hawks Construction  
309 Washington Street  
Almena, KS 67622

JL Construction  
1112 West 10<sup>th</sup> Street  
McCook, NE 69001

Maris General Construction, LLC  
109 South Street  
McCook, NE 69001

Myers Construction, Inc.  
79849 Hwy. 2  
Broken Bow, NE 68822

Philip Carkoski Construction & Trenching, Inc.  
79628 Highway 58  
Loup City, NE 68853

RMV Construction LLC  
1515 East 11<sup>th</sup> Street  
Kearney, NE 68845

Simon Contractors  
PO Box 130  
North Platte, NE 69101

Steele Roofing & Construction  
1721 East 6<sup>th</sup> Street  
North Platte, NE 69101

**CITY MANAGER'S REPORT  
DECEMBER 16, 2022 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 2.F.** Approve a contract between the City of McCook and Nebraska Department of Economic Development establishing the terms of the 2023 Rural Community Recovery Program award.

---

**BACKGROUND:**

As has been discussed at prior McCook City Council meetings, the City of McCook has been awarded a 2023 Rural Community Recovery Program Grant in the amount of \$1.5 million. The award will assist in upgrades to two public parks and the development of the new sports complex.

In order to accept the award, the City of McCook and Nebraska Department of Economic Development must formalize each parties' contractual obligations. The City of McCook met with Brittany Piper of NDED to discuss the City's responsibilities per the award. The City is comfortable that it can meet the requirements associated with the award. Attached to this report is the proposed contract. Both parties must approve the contract by December 31, 2024. The funds must be expended by September 30<sup>th</sup>, 2026. The City of McCook will be reimbursed for costs associated with the recreational projects after initial payment is made by the City. The awarded funds must be used for direct costs associated with each project.

**APPROVALS:**



---

Nathan A. Schneider, City Manager

December 11, 2024



---

Lea Ann Doak, City Clerk

December 11, 2024

# NEBRASKA

Good Life. Great Opportunity.

DEPT. OF ECONOMIC DEVELOPMENT

Jim Pillen, Governor



## Federal Funding Accountability and Transparency Act (FFATA) Form

Contract Number: 23RCRP030

### Applicant (Subrecipient) Information

Applicant: Name Nathan Schneider

Applicant: Address Line 1 505 West C Street

Applicant: Address Line 2 P.O. Box 1059

Applicant: City McCook

Applicant: State Nebraska

Applicant: ZIP+4 69001

Applicant: Congressional District 3

Applicant: Unique Entity ID (SAM) Number SAEBHKE8SDR3

### Principal Place of Performance of Proposed Project (POP)

POP: City McCook

POP: State Nebraska

POP: ZIP+4 69001

POP: Congressional District 3

### Brief Project Description

McCook is in the process of replacing two playgrounds that have exceeded their useful lives. The playgrounds are located at Kelley Park and Barnett Park. At Kelley Park, the old playground equipment will be replaced with an inclusive playground. At Barnett Park, the old playground equipment will be replaced with new playground equipment. Additionally, McCook is developing a new sports complex, which will include baseball, softball, and soccer fields. The funding from this program will be used to build accessory amenities, such as a splash pad, basketball courts, and pickleball courts.



**Executives Compensation**

If certain conditions are met, the Applicant must provide names and total compensation of the Applicant's top five highly compensated Executives to the Department.

**Question 1**

In Applicant's previous fiscal year, did Applicant receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

No

**Question 2**

Does the public have access to information about the compensation of the executives in the Applicant's (the legal entity to which the UNIQUE ENTITY ID (SAM) number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

No

Not Applicable



**Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.**

*NOTE: Executive means officers, managing partners, or any other employees in management positions. Total Compensation means the cash and noncash dollar value earned by the Executive during the Applicant's preceding fiscal year and includes salary and bonus, awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans, change in pension value, above market earnings on deferred compensation which is not tax-qualified; and other compensation, if the aggregate value of all such other compensation (e.g., severance, termination, payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000. See 48 CFR 52.204-10.*

Executive 1: Name

Executive 1: Total Compensation

---

Executive 2: Name

Executive 2: Total Compensation

---

Executive 3: Name

Executive 3: Total Compensation

---

Executive 4: Name

Executive 4: Total Compensation

---

Executive 5: Name

Executive 5: Total Compensation

## Terms of Acceptance

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all requirements governing the use of funds. I certify that I am the authorized official to submit such information on behalf of the local government, or grantee, or that I have the authority to execute this form on behalf of the authorized official and can submit proof of such authorization upon request.

Name of Authorized Official    Nathan Schneider

Title    City Manager - McCook

Date Signed

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
RURAL COMMUNITY RECOVERY PROGRAM  
CONTRACT # 23-RCRP-030**

**COVER SHEET.**

<b>Table 1. Summary of Subaward Funding.</b>	
Subrecipient Name	City of McCook
Unique Entity Identifier (UEI)	SAEBHKE8SDR3
Tax ID Number	476006273
DED Subaward Number	23-RCRP-030
Total Amount of Subaward	\$1,500,000.00
Total Amount of Project Budget, Including Cost Share or Match, if applicable	\$1,697,000.00
Period of Performance Start Date	October 31, 2024
Period of Performance End Date	September 30, 2026
Budget Period Start Date	October 31, 2024
Budget Period End Date	September 30, 2026
Federal Awarding Agency	U.S. Department of Treasury
Funding Source	American Rescue Plan Act
Federal Award ID Number (FAIN)	SLFRP1965
Total Amount of the Federal Award	\$1,040,157,440.40
Federal Award Date	May 28, 2021
Pass-through Entity	State of Nebraska Department of Economic Development
Pass-through Entity Awarding Official/ Program Manager	<b>Brittany Piper – 402-310-4782</b> <a href="mailto:Brittany.Piper@nebraska.gov">Brittany.Piper@nebraska.gov</a>
Assistance Listings Number and Title	<b>21.027 – Coronavirus State and Local Fiscal Recovery Fund</b>
Is Subaward R&D?	No
Indirect Cost Rate for the Subaward	Not applicable

This agreement is entered into between the State of Nebraska Department of Economic Development (the "**Department**") and City of McCook, 505 West C Street, McCook, Nebraska 69001 (the "**Subrecipient**"), upon the date of signature by both parties.

**RECITALS.**

---

- A.** In response to the COVID-19 pandemic and its economic effects, the Coronavirus State and Local Fiscal Recovery Fund ("**SLFRF**") was established by the American Rescue Plan Act (ARPA) and signed into law by President Biden on March 11, 2021.
- B.** The Program is an authorized use of SLFRF enumerated in 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(iii), investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods; and 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(iv), capital expenditures and other services to address vacant or abandoned properties.
- C.** On April 1, 2024, Governor Pillen signed Legislative Bill 1412 (108<sup>th</sup> Legislative Session). Section 254(6) of the bill appropriated \$10 million to the Nebraska Department of Economic Development in grants for the Rural Community Recovery Program (the "**Program**" or "**RCRP**") pursuant to the purposes of providing funds to political subdivisions that address vacant, abandoned, or deteriorated properties to revitalize rural communities disproportionately impacted by the pandemic.
- D.** The Department is the administrator of a SLFRF award to the State of Nebraska from the Department of Treasury ("**Treasury**"), in compliance with Section 602(c) of the Social Security Act, 42 U.S.C. § 802(c), 31 C.F.R. Part 35, the U.S. Department of the Treasury regulations implementing that section, all relevant Treasury guidance, the federal award terms and conditions, and with the requirements of relevant state statutes and regulations.
- E.** The Subrecipient submitted an application (the "**Application**") to the Department for funding for the installation of public features in the City of McCook, Nebraska.
- F.** The Department has approved the Application for subaward funding under the Program. Approval of the Application does not constitute incorporation of statements and proposals in the Application.
- G.** In the event of changes in any applicable federal regulations and/or law, this agreement will be deemed to be amended when required to comply with any law so amended.

## **PART I: AGREEMENT TERMS AND CONDITIONS.**

---

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

### **§ 1.01 AMOUNT OF SUBAWARD FUNDS; CONDITIONAL NATURE OF THE AWARD.**

The Department will disburse subaward funds (“**RCRP Funds**”) to the Subrecipient in a total amount not to exceed one million, five hundred thousand dollars and no cents (\$1,500,000) for direct expenses incurred from project activities within the period of performance. Indirect costs are ineligible and will not be payable with RCRP Funds.

In compliance with 2 C.F.R. § 200.332, the amount of federal funds committed by the Department to the Subrecipient, pursuant to the Notice of Award, is one million, five hundred thousand dollars and no cents (\$1,500,000), which is now obligated by this action upon mutual approval of this agreement by the Department and the Subrecipient.

The total amount of federal funds obligated by the Department to the Subrecipient, including the current financial obligation, is one million, five hundred thousand dollars and no cents (\$1,500,000) and will be used for eligible expenses incurred from project activities within the subaward budget period.

Other restrictions governing the receipt of the RCRP Funds from the Department are outlined in the Program Manual.

### **§ 1.02 PERIOD OF PERFORMANCE; BUDGET PERIOD; DEVELOPMENT DEADLINE.**

The period of performance and budget period under this agreement will begin on October 31, 2024, and end on September 30, 2026 (“**Period of Performance**”). The Subrecipient may only begin incurring expenses as of the initial date of the performance period. The Subrecipient will only be reimbursed for those expenses deemed eligible by the Department. Under no circumstances will the Subrecipient be reimbursed for expenses that are not eligible under Treasury guidance.

The deadline for the commitment and expenditure of RCRP Funds will be September 30, 2026 (“**Development Deadline**”). All RCRP Funds must be committed and expended, and all Project activities and services, except for submission of final reports, administration, and audit, must be completed on or before the Development Deadline. The provisions of this agreement that survive the termination date are specified in §4.01 of this agreement.

### **§ 1.03 DISBURSEMENT OF RCRP FUNDS.**

RCRP Funds will be disbursed upon request by the Subrecipient on a reimbursement basis, pursuant to 2 C.F.R. § 200.305(b)(3), and in compliance with the approved project budget. All requests for disbursement must be submitted in a manner prescribed by the Department with supporting documentation including but not limited to source documentation and proof of payment. All administrative and fiscal requirements for reimbursement of RCRP Funds will be the sole responsibility of the Subrecipient. The Department retains the right to receive and review any documentation related to the Project expenses and payments prior to RCRP fund disbursement.

The Subrecipient may not request disbursement of RCRP Funds until the funds are needed for the payment of eligible costs, and the amount of each request for disbursement must be limited to the amount needed for incurred costs, pursuant to 24 C.F.R. § 92.504(c)(2)(vi). Any available program income (also see § 3.04 of this agreement) must be used before the Subrecipient may request additional RCRP Funds from the Department.

### **§ 1.04 INCORPORATION OF RECITALS.**

All provisions of the Recitals set forth herein are true and correct and are incorporated as agreed provisions of the agreement.

## **PART II: SPECIAL CONDITIONS PRIOR TO RELEASE OF FUNDS.**

Release of funding of the amount stipulated in Part I will not occur until the following Special Conditions for Release of Funds are met. The Special Conditions must be satisfactorily completed no later than **March 31, 2025**. The Department reserves the right to cancel the agreement if this requirement is not met within the specified time frame.

### **§ 2.01 RECIPIENT INFORMATION FORM.**

The Subrecipient must complete a Recipient Information form.

### **§ 2.02 AUTHORIZATION TO REQUEST FUNDS.**

The Subrecipient must submit a completed Authorization to Request Funds form.

### **§ 2.03 STATE OF NEBRASKA ACH AND W-9 ENROLLMENT FORM.**

The Subrecipient must complete a State of Nebraska ACH and W-9 Enrollment form as prescribed by the Department.

### **§ 2.04 PROCUREMENT POLICIES.**

The Subrecipient must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 31 C.F.R. part 35, and 2 C.F.R. part 200, subpart D (“Uniform Guidance”), and state laws, including, but not limited to, Neb. Rev. St. §§ 73-802 et seq., Neb. Rev. St. §§ 73-901 et seq., and Neb. Rev. St. §§ 81-831 et seq. Such procurement standards must incorporate written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient’s employees engaged in the selection, award, and administration of contracts.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must provide the Department with documentation of the Subrecipient’s written standards of conduct covering organizational conflicts of interest.

All contracts and procurement transactions for property or services must be conducted in a manner providing full and open competition, competitive bidding, and contractor oversight. The Subrecipient must describe both informal and formal procurement methods for the acquisition of supplies or services based on aggregate dollar amount. Further, the Subrecipient must affirm its preference for small and minority businesses, women’s business enterprises, and labor surplus area firms, as well as a domestic preference for procurements. The Subrecipient must establish bonding requirements that protect the federal interest in the property. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

In accordance with 2 C.F.R. § 200.318, the Department maintains the right to oversee any and all program-related procurement activities of the Subrecipient to ensure compliance with the terms, conditions, and specifications of the program.

### **§ 2.05 DECLARATION OF COVENANT.**

The Subrecipient is required to execute a declaration of covenant pertaining to the federal interest in the property, recorded in accordance with State of Nebraska recordation laws, that must touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the initial owner and any successors in title to the

real estate of the Project and upon their heirs, successors, assigns, or legal representatives.

**§ 2.06 PROJECT COMPLETION SCHEDULE.**

The Subrecipient must submit to the Department a schedule to the of project completion milestones, as prescribed by the Department.

**PART III: CONDITIONS GOVERNING USE OF RCRP FUNDS.**

**§ 3.01 SOURCES AND USES OF FUNDS.**

A general categorization of the sources and uses of RCRP Funds for the Project are shown in Table 2 below. Table 2 provides an overview of the Project budget, including funding from local sources, if applicable, needed for completion of the Project.

<b>Table 2. Sources and Uses of Funds</b>			
<b>SOURCES→ USES (Activities)↓</b>	<b>RCRP</b>	<b>COST MATCH</b>	<b>TOTAL</b>
<b>Project Costs</b>	\$1,500,000.00	\$197,000.00	\$1,697,000.00
<b>General Administration</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,500,000.00</b>	<b>\$197,000.00</b>	<b>\$1,697,000.00</b>

The Subrecipient is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the RCRP Funds provided, that any and all such costs are paid, and that the Project is completed.

**§ 3.02 LIMITATIONS ON USE OF RCRP FUNDS.**

RCRP Funds may be used for direct costs of rehabilitation or adaptive reuse projects designed to address vacant, abandoned, or deteriorated properties in disproportionately impacted rural communities; and necessary, reasonable, and allocable administrative and planning costs, pursuant to 2 C.F.R. § 200.403 and 2 C.F.R. § 200.472. Eligible project costs may include:

- (i) Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.
- (ii) Costs associated with acquiring and securing legal title of vacant or abandoned properties and other costs to position the property for current or future productive use.
- (iii) Removal and remediation of environmental contaminants or hazards from vacant or abandoned properties, when conducted in compliance with applicable

- environmental laws or regulations.
- (iv) Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvements as part of a strategy for neighborhood revitalization.
  - (v) Greening or cleanup of vacant lots, as well as other efforts to make vacant lots safer for the surrounding community.
  - (vi) Installation of neighborhood features for public use, such as parks, green spaces, recreation facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy goods like community gardens, streetlights, neighborhood cleanup, and other projects to revitalize public spaces, to promote physical and mental well-being and promote healthier living environments by allowing for safe and accessible recreation.
  - (vii) Conversion of vacant or abandoned properties to affordable housing.
  - (viii) Inspection fees and other administrative costs incurred to ensure compliance with applicable environmental laws and regulations for demolition, greening, or other remediation activities.

The Department, in its sole discretion, will determine whether activities and costs associated with the Project are eligible activities and costs under the program, and the Subrecipient is encouraged to consult the Department if there are any questions regarding whether an activity or cost is eligible.

### **§ 3.03 PROGRAM INCOME.**

Program Income is defined in 2 C.F.R. § 200.1 but generally means all gross income directly generated by a supported activity or earned as a result of the RCRP Funds during the Period of Performance, including but not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Program, the sale of commodities or items fabricated under the Program, license fees and royalties on patents and copyrights, and principal and interest on loans made with the RCRP funds.

Program income will be treated as RCRP Funds and must be deducted from expenditures unless the Department approves in writing the addition of program income to be used for the purposes and under the conditions of the subaward funds, or if the Department approves in writing the use of program income as cost sharing or matching, pursuant to paragraphs (e)(2) and (e)(3) of 2. C.F.R. § 200.307. If the Department issues written approval for either alternative use, all program income in excess of the amounts specified must be deducted from expenditures. When gross income is generated by a Project that is only partially assisted with RCRP Funds, the amount of income considered Program Income will be prorated to reflect the percentage of RCRP Funds used.

The Subrecipient will calculate, document, and record the program income and adhere to policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks, and records.

### **§ 3.04 DUPLICATION OF FUNDS.**

The Subrecipient will avoid a duplication of benefits. A duplication of benefits occurs when the amount of the subaward exceeds the total identified need.

Allowable costs are based on the premise that the Subrecipient has conducted effective maintenance of federal awards; application of sound management practices; and administration of federal funds in a manner consistent with the program objectives and all terms and conditions of the agreement. The Subrecipient will implement robust financial management with a system of internal controls and effective monitoring.

Funds may be, but are not required to be, used in combination with other funding sources for a given project. Funds may not be used for a non-federal cost share or match, where prohibited by other federal programs.

The Subrecipient will be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501 through 7507) and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. The Subrecipient must provide the Department with any and all written communications received by Subrecipient from an auditor related to performance under this agreement.

Treasury's Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR § 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed, or not in accordance with 2 CFR Part 200, Subpart F are not allowable. Refer to 2 CFR Part 200, Subpart E regarding the Cost Principles that apply to use of funds under this program.

### **§ 3.05 ACCOUNTING FOR RCRP FUNDS; FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.**

A separate bank account for RCRP Funds is not required. The RCRP Funds must be accounted for separately in the books and records of the Subrecipient in such a manner as to, at all times, allow funds tracing and a current status review at all times. The Subrecipient must keep all records concerning RCRP Funds and the Project in a manner that is consistent with Generally Accepted Accounting Principles (GAAP) or another comprehensive basis of accounting pursuant to 2 C.F.R. part 200. The records must support the accumulation of costs as required by the cost principles and must provide adequate documentation to support costs charged to the Program.

All RCRP Funds provided to the Subrecipient will be considered a federal award for purposes of the Federal Funding Accountability and Transparency Act, and related federal requirements.

### **§ 3.06 UNIFORM ADMINISTRATIVE REQUIREMENTS; INTERNAL CONTROLS.**

The Subrecipient is responsible for the efficient and effective administration of the RCRP Funds provided to it under this agreement and agrees to administer the use of RCRP Funds in accordance with this agreement, Treasury's administrative requirements for the Program, the policies of the Department, and all federal and state laws, regulations, and executive orders applicable to the Project. In particular, the Subrecipient agrees to establish internal controls in order to give the Department reasonable assurance that the Project is being carried out in compliance with federal statutes and regulations and the terms and conditions of this agreement.

The Subrecipient agrees to comply with any provisions regarding the protection of personally identifiable information, through cybersecurity and other measures, as required by 2 C.F.R. § 200.303 and 2 C.F.R. § 200.512.

### **§ 3.07 REVERSION OF ASSETS.**

Upon closeout of this agreement, the Subrecipient must transfer to the Department any RCRP Funds on hand and any accounts receivable attributable to the use of RCRP Funds.

### **§ 3.08 CONFLICT OF INTEREST.**

In the procurement of property and services by the Subrecipient, the conflict-of-interest provisions at 2 C.F.R. §§ 200.317 and 200.318 apply. In all cases not governed by 2 C.F.R. §§ 200.317 and 200.318, the provisions at 24 C.F.R. § 92.356 apply.

The conflict-of-interest provisions in this section apply to any person who is an employee, agent, consultant, officer, elected or appointed official, or board member of the Subrecipient ("Covered Person").

No Covered Person may participate in the selection, award, or administration of an agreement supported by RCRP Funds if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the Covered Person, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the above has a financial or other interest in or a tangible personal benefit from a firm considered for an agreement.

No Covered Person may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. *This stipulation must be included in all other contracts and subcontracts related to the Project.*

Organizational conflicts of interest would arise if the Subrecipient were unable or appears to be unable to be impartial in conducting a procurement action involving an organization

because of real or perceived relationships with a parent company, affiliate, or subsidiary organization.

In the event a prohibited conflict of interest arises or may potentially arise, the Subrecipient must inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Program and the effective and efficient administration of the Project.

### **§ 3.09 CONTRACTORS.**

The Subrecipient may use other organizations, agencies, or other entities (including public housing agencies, for-profit entities, and non-profit entities) to carry out eligible activities for the Project. The Subrecipient must require the other entity to:

- (a) make reasonable assurances that it will comply with the requirements of the Program throughout the duration of its contractual obligations;
- (b) demonstrate it has sufficient experience and the ability and financial capacity to undertake, comply, and manage the eligible activities it will perform;
- (c) demonstrate its familiarity with the requirements of other federal, state, or local housing programs that are being used to complete the Project and ensure that it will comply with all applicable requirements and regulations of such programs; and
- (d) enter into an agreement with the Subrecipient that meets the requirements of 24 C.F.R. § 92.504(c).

All provisions of this agreement shall be binding on any contractor of the Subrecipient, and the Subrecipient will remain fully obligated under all provisions of this agreement regardless of who actually performs the eligible activities.

The Subrecipient must review each contractor's registration with the following federal and state entities, including those pertaining to types of business entities (e.g., person, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation):

- (a) System for Awards Management ("SAM"). The Subrecipient will provide evidence that all contractors are not debarred or suspended from receiving federal award funding. Further, the Subrecipient agrees to immediately notify the Department if it or any of its contractors or subcontractors become sanctioned or debarred. Suspension or debarment or the use of suspended or debarred contractors or subcontractors is cause for termination of this agreement.
- (b) Nebraska Secretary of State. The Subrecipient must verify that any contractor of the Subrecipient must be authorized to transact business in the State of Nebraska. All contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements.

- (c) Nebraska Department of Labor. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Subrecipient for its records.

The Subrecipient must verify to the Department that all second-tier contracts are initiated with an entity in good standing with the Nebraska Secretary of State and properly registered with the Nebraska Department of Labor, if applicable. The Subrecipient will submit to the Department all executed contracts and written cost estimates between the Subrecipient and any subrecipient, contractor, developer, vendor, or supplier for the Project. The Subrecipient must submit these records to the Department with payment requests associated with eligible activities for the Project.

### **§ 3.10 DEBARMENT, SUSPENSION, AND INELIGIBILITY; UNIVERSAL NUMBERING SYSTEM AND REGISTRATION REQUIREMENTS.**

By executing this agreement, the Subrecipient certifies, represents, and warrants that the Subrecipient and all contractors or subcontractors to be used by the Subrecipient in performing this agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by any federal agency under the provisions of 2 C.F.R. part 180, Executive Order 12549, Executive Order 12689, and 31 C.F.R. part 19.

The Subrecipient agrees to comply with requirements established by the Office of Management and Budget ("OMB") concerning active registration of a Unique Entity Identifier ("UEI"), with SAM and continued maintenance of such participation and registration during the Period of Performance. The Subrecipient must maintain active SAM.gov registration for the duration of the Period of Performance.

### **§ 3.11 REPORTING REQUIREMENTS.**

The requirements described in this section of the agreement must be followed throughout the Period of Performance. Prior to commencing construction, the Subrecipient must submit to the Department each of the documents listed below:

- Evidence of competitive bidding process;
- Construction contracts;
- Final construction specifications/plans; and
- Permits and insurance certificates necessary for the Project, including, at a minimum, insurance coverage for real property or equipment acquired or improved with the RCRP Funds that is equivalent to the insurance it provides for its other property or must ensure that such insurance coverage is provided by the owner of the real property, and that names the Department as an additionally insured party

under the policy. Specifically, the Subrecipient, contractors, and/or developers must maintain Commercial General Liability Insurance and Builders' Risk Insurance during the construction of the Project. The Subrecipient must provide proof of insurance to the Department prior to the start of construction and throughout the Period of Performance.

Throughout the Period of Performance, the Subrecipient must submit to the Department each of the requirements listed below:

- Quarterly progress reports, pertaining to project details, obligation and expenditures, status and accomplishments of the Project, compliance with federal law and state regulations, and programmatic data as required by Treasury. Reports must be submitted on or before the 15<sup>th</sup> day of the month following the end of the period covered, as described in Table 3.

<b>Reporting Period</b>	<b>Due Date to DED</b>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

- Deviations from approved budgets or project scope or objectives, as applicable. Requests for approval must be made in writing to the Department. Approval by the Department is required prior to adoption or implementation of any such deviation.

The Subrecipient will comply with closeout procedures as specified by the Department to ensure a timely project closeout, in accordance with 2 C.F.R. §§ 200.344 and 200.345. Upon Project closeout and within 30 days of the Development Deadline, the Subrecipient must submit to the Department each of the following documents listed below for the Project:

- Certificate of Substantial Completion. The Subrecipient must submit verification that the Project has been substantially completed in accordance with Section 504 Standards, signed by the architect, Project engineer, or similarly qualified designer.
- Final Financial Report, which complies with the requirements of 2 C.F.R. § 200.415(e), detailing the final project development costs.

The Department may approve an extension if requested and justified in writing by the Subrecipient. Failure to provide required reports to the Department by the required due dates may result in the Department declaring the Subrecipient to be in substantial breach of this agreement, for which the Department may immediately terminate this agreement and/or require repayment of all funds disbursed to the Subrecipient for the Project.

The closeout of the Project provided under this agreement does not affect the right of the Department or any duly authorized official of the state or federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. The obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this award or termination of this agreement.

#### **PART IV: FEDERAL RESTRICTIONS AND REGULATIONS.**

##### **§ 4.01 COMPLIANCE PERIOD; ONGOING REPORTING.**

The Project must be used in a manner specified by federal regulation, state statute, and this agreement for a period of not less than twenty (20) years (“**Compliance Period**”) beginning on the date of Project Completion, as prescribed by the Department, and as defined in 24 C.F.R. § 92.2. On an annual basis throughout the Compliance Period, the Subrecipient must submit to the Department the following documents:

- Ongoing Property Standards. The Subrecipient will maintain the Project in compliance with all state and local codes ordinances, and zoning requirements. The Subrecipient will provide access to the Department or its designees for inspections upon request.
- Insurance certificates necessary to maintain the Project, including, at a minimum, insurance coverage for real property or equipment acquired or improved with the RCRP Funds that is equivalent to the insurance it provides for its other property or must ensure that such insurance coverage is provided by the owner of the real property, and that names the Department as an additionally insured party under the policy. Documentation that the Subrecipient has listed the Department as an additional interest to any insurance policy covering the loss of property developed by the Project.

In accordance with 2 C.F.R. part 200, subpart F, all financial documents submitted to the Department must be reviewed by an independent certified public accountant, in accordance with the Statements on Standards for Accounting and Review Services.

The assistance awarded by this agreement must be repaid by the Subrecipient if the Project does not meet the requirements throughout the entire Compliance Period.

Restrictions may terminate upon foreclosure or transfer in lieu of foreclosure; however, the restrictions will be revived according to the original terms if, during the original Compliance Period, the owner of record before the foreclosure or deed in lieu of foreclosure, any entity that includes the former owner, or any entity with whom the former owner has or had familial or business ties obtains an ownership interest in the Project or property.

#### **§ 4.02 ONSITE INSPECTIONS.**

The Department and any duly authorized officials of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this agreement and will conduct onsite inspections of the Project and any properties that are the subject of the Project during the Compliance Period.

The Department reserves the right to adopt a more frequent inspection schedule for Projects or properties that have been found to have health and safety violations. Life-threatening health and safety deficiencies must be corrected immediately.

#### **§ 4.03 RISK ASSESSMENT**

In accordance with 2 C.F.R. § 200.206 and the U.S. Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, the Department has completed a risk assessment on the Subrecipient to determine the level of compliance monitoring required on its program. The Department's risk assessment was based on an evaluation of the financial stability, management of systems and standards, history of performance, audit reports and findings, and ability to effectively implement requirements demonstrated by the Subrecipient and its program. The Department determined the Subrecipient is at the following risk level: Low.

In accordance with 2 C.F.R. § 200.332, the Department will implement appropriate monitoring measures of the Subrecipient's program activities to ensure the subaward funds are used for authorized purposes only and the program goals are achieved. In addition to the monitoring requirements set forth in 2 C.F.R. § 200.332, additional monitoring requirements will be imposed by the Department at its discretion, which may include periodic meetings and communications exchanged between the Department and the Subrecipient. The Department may review the Subrecipient's reports as outlined in Part IV and require the Subrecipient upon reasonable notice to submit to a desktop review, audit review, or onsite inspection. The Department may request additional information as required.

#### **§ 4.04 SIGNIFICANT DEVELOPMENTS.**

When the Department monitors the overall performance of the Subrecipient to ensure the goals and objectives of the award are achieved, the Subrecipient must take corrective action on all significant developments that negatively affect the award. Significant developments include Single Audit findings related to the award, other audit findings, site visits, and written notifications from a Subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of the award. When significant developments negatively impact the award, the Subrecipient must provide the

Department with information on their plan for corrective action and any assistance needed to resolve the situation.

#### **§ 4.05 NOTIFICATION OF ANNUAL AUDIT; SINGLE AUDIT.**

All recipients and subrecipients of federal funds must submit a Notification of Annual Audit (NAA) to track all federal expenditures if the total amount of federal expenditures from all sources meets or exceeds \$750,000 during the fiscal year. The Department will notify the Subrecipient of the requirement to submit an NAA if this expenditure threshold has been met. If required, the Subrecipient must provide to the Department the Subrecipient's fiscal year-end date, all sources and dollar amounts of all applicable federal expenditures including, but not limited to, all grants and grant numbers received from the Department, information about whether the Subrecipient must submit a Single Audit and contact information for the person responsible for the audit. The NAA is required no later than 60 days following the end of the Subrecipient's fiscal year.

If applicable and as specified in the NAA, the Subrecipient is required to submit a Single Audit within the earlier of 30 days of receipt of the auditor's report(s) or nine months after the end of the audit period. The Single Audit report must be completed in accordance with 2 C.F.R. part 200, subpart F.

#### **§ 4.06 RECORDS AND RECORDKEEPING.**

After Project completion, the Subrecipient must establish and maintain sufficient records to assist the Department in meeting its recordkeeping and reporting requirements:

1. A full description of the Project assisted with RCRP Funds, including the location and form of assistance provided;
2. The source and application of RCRP Funds for the Project, including supporting documentation, in accordance with 2 C.F.R. §§ 200.333 through 200.337, and records to document the eligibility and the allowability of the project costs, including documentation of the actual RCRP-eligible development costs;
3. Records (e.g., inspection reports) demonstrating that the Project or property meets the required property standards at project completion and at all times throughout the Compliance Period;
4. Records demonstrating that a site and neighborhood standards review was conducted and that the site meets all requirements;
5. Records of all written agreements entered into regarding the Project demonstrating compliance with the requirements of written agreements;
6. All financial records relating to the Project, including deposits, payments, balances, and supporting documentation for expenses; and
7. Any other records reasonably required by the Department to meet its recordkeeping and reporting requirements.

All records pertaining to each fiscal year must be retained in a secure location for the most recent 5-year period and for five (5) years after the Compliance Period terminates. Written agreements must be retained for five (5) years after the agreement terminates, and records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and/or all persons whose property was acquired for the Project have received the final payment to which they are entitled.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records must be collected, transmitted, and stored in open and machine-readable formats.

The Subrecipient will provide or make available such records to the Department and Treasury upon request, and to the Government Accountability Office ("GAO"), the Treasury Office of Inspector General ("OIG"), the Pandemic Relief Accountability Committee ("PRAC"), the Nebraska Auditor of Public Accounts, and their authorized representatives in order to conduct audits or other investigations.

#### **§ 4.07 MANDATORY DISCLOSURES; WHISTLEBLOWER PROTECTIONS; ANTI-LOBBYING.**

The Subrecipient must immediately disclose to the Department, Treasury, or other appropriate authorities (with a copy to the Department) whenever there is credible evidence of the commission of federal law, conflict of interest, bribery, or gratuity violations under Title 18 of the False Claims Act. Disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and the Department, as the pass-through entity. This requirement includes any activity or subaward in connection with the RCRP award, pursuant to 2 C.F.R. § 200.113.

An employee of the Subrecipient must not be discharged, demoted, or otherwise discriminated against for disclosing information that the employee reasonably believes is fraud, waste, or abuse, a danger to the public, or a violation of the law or contract, in accordance with 2 C.F.R. § 200.217.

To the best of the Subrecipient's knowledge and belief, no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

## **PART V: GOVERNING PROVISIONS.**

---

The Subrecipient agrees to comply with the administrative requirements for the Program established by the Department and Treasury, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the Project, as now in effect and as such law may be amended, during the term of this agreement including, but not limited to:

### **§ 5.01 PROGRAMMATIC PROVISIONS.**

1. Title VI of the Social Security Act (42 U.S.C. 801 §§ 602 and 603), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), codified as 42 U.S.C. § 802 and 42 U.S.C. § 803, respectively;
2. Pandemic Relief Programs, as amended (31 C.F.R. part 35);
3. Universal Identifier and System for Award Management (SAM), as amended, (2 C.F.R. Part 25);
4. Reporting Subaward and Executive Compensation Information, as amended, (2 C.F.R. Part 170);
5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as amended (2 C.F.R. Part 200);
6. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601 et seq.) and implementing regulation at 24 C.F.R. § 92.353;
7. Federal Funding Accountability and Transparency Act of 2006 (Pub. L 109-282) and implementing regulation at 31 U.S.C. § 6101;
8. Section 254(6) of Legislative Bill 1412, Provide, Change, and Eliminate Appropriations for Operation of State Government, Postsecondary Education, State Aid, Capital Construction, and Federal Funds Allocated to the State of Nebraska from the Federal American Rescue Plan Act of 2021;

### **§ 5.02 LABOR STANDARDS AND PROVISIONS.**

9. Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 203);
10. Title I of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12111 et seq.);

11. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) (2 C.F.R. part 180), and implementing regulation at 31 C.F.R. part 19;
12. Section 2 of the June 13, 1934 Copeland Act, known as the Copeland "Anti-Kickback" Act, as amended (40 U.S.C. § 3145) and implementing regulation at 29 C.F.R. part 3;
13. Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701 et seq.) and implementing regulation at 29 C.F.R. part 5;
14. Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101 et seq.), and implementing regulations at 2 C.F.R. part 182 and 31 C.F.R. part 20;
15. Never Contract with the Enemy, as amended (2 C.F.R. Part 183);
16. Executive Order 12549, Debarment and Suspension;
17. Executive Order 12689, Debarment and Suspension;
18. Executive Order 13665, Non-Retaliation for Disclosure of Compensation Information, as amended;
19. Nebraska Fair Employment Practices Act (Neb. Rev. St. §§ 48-1102 et seq.);
20. Contractor Registration Act (Neb. Rev. St. §§ 48-2101 et seq.);
21. State Procurement Act (Neb. Rev. St. §§ 73-802 et seq.);
22. Foreign Adversary Contracting Prohibition Act (Neb. Rev. St. §§ 73-901 et seq.);
23. Pacific Conflict Stress Test Act (Neb. Rev. St. §§ 81-831 et seq.);

### **§ 5.03 ENVIRONMENTAL PROVISIONS.**

24. Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.);
25. Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.);
26. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulation at 2 C.F.R. § 200.323;
27. Executive Order 14057, Executive Order on Catalyzing Clean Energy Industries and Jobs through Federal Sustainability;

### **§ 5.04 CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS.**

28. Equal Employment Opportunity Act of 1972, Section VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e through 2000e-8;
29. Obligations of Contractors and Subcontractors, as amended (41 C.F.R. Chapter 60-1);
30. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212, and the Jobs for Veterans Act of 2002, as amended, 38 U.S.C. § 4215(a);
31. Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. § 1324a), known as the E-Verify Program; and Neb. Rev. St. §§ 4-106 through 4-114;

32. Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise; Executive Order 12432, Minority Business Enterprise Development; Executive Order 12138, Creating a National Women's Business Enterprise Policy; Executive Order 13170, Increasing Opportunities and Access for Disadvantaged Businesses;
33. Executive Order 11246, Equal Employment Opportunity; Executive Order 11375, Amending Executive Order No. 11246, Relating to Equal Employment Opportunity; Executive Order 12007, Presidential Advisory Committees;
34. Executive Order 11478, Equal Opportunity in the Federal Government;
35. Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity;
36. Executive Order 12107, Relating to the Civil Service Commission and labor-management in the Federal Service; Executive Order 12126, Correction to Executive Order 12107;
37. Executive Order 12608, Elimination of Unnecessary Executive Orders and Technical Amendments to Others;
38. Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended;
39. Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government;

#### **§ 5.05 FAIR HOUSING STANDARDS AND PROVISIONS.**

40. Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), as amended (42 U.S.C. §§ 3601 et seq.);
41. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d-1 through 2000d-7), and 31 C.F.R. part 22;
42. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
43. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d);
44. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12131 et seq.);
45. Title III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12181 et seq.);
46. Architectural Barriers Act of 1968, as amended (42 U.S.C §§ 4151 et seq.);
47. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 through 6107), and implementing regulation at 31 C.F.R. part 23;
48. Executive Order 12898; Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive 14096, Revitalizing our Nation's Commitment to Environmental Justice for All;
49. Executive Order 13217, Community Based Alternatives for Individuals with Disabilities;
50. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation;

51. Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government;

#### **§ 5.06 OTHER PROVISIONS.**

- 52. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352), New Restrictions on Lobbying (31 C.F.R. part 21), and related acts and requirements;
- 53. Hatch Act of 1939 (5 U.S.C. §§ 7321 et seq.), and specific regulations for state or local employees (5 U.S.C. §§ 1501 et seq.);
- 54. False Claims Act (FCA), as amended (31 U.S.C. §§ 3729 et seq.);
- 55. Memorandum M-20-21, Implementation Guidance for Supplemental Funding Provided in Response to the Coronavirus Disease 2019 (COVID-19);
- 56. Memorandum M-21-20, Promoting Public Trust in the Federal Government through Effective Implementation of the American Rescue Plan Act and Stewardship of the Taxpayer Resources;
- 57. Generally applicable federal environmental laws and regulations;
- 58. Any and all federal laws and regulations that apply if federal funds are used in conjunction with other federal funding sources; and
- 59. All applicable state laws, ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the activities carried out by the Subrecipient set forth in this agreement.

#### **PART VI: ENFORCEMENT AND TERMINATION.**

##### **§ 6.01 EARLY TERMINATION OF AGREEMENT.**

The Department may terminate this agreement for any reason upon sixty (60) days written notice to the Subrecipient. This agreement may also be terminated, in whole or in part, prior to the completion of the Project when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Subrecipient may not incur new obligations after the effective date of termination and must cancel as many outstanding obligations as possible. The Department will make funds available to the Subrecipient to pay for eligible expenses incurred before the effective date of termination.

**§ 6.02 SUSPENSION OR TERMINATION OF AGREEMENT FOR MATERIAL BREACH.**

In the event of a material breach (other than a breach arising from termination of the Project before completion) of the terms of this agreement by the Subrecipient, the Department may take the following actions:

- (a) Suspend the agreement, withhold further payments, and prohibit the Subrecipient from incurring additional obligations pending corrective action by the Subrecipient; or
- (b) Terminate the agreement, in whole or in part, at any time before Project completion. The Department will notify the Subrecipient in writing of the determination of, the reasons for, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Department will be in accordance with the legal rights and liabilities of the parties. The Subrecipient will return all unencumbered funds to the Department, and any costs previously paid which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present RCRP Funds or deducted from future awards to the Subrecipient, if any.

**§ 6.03 TERMINATION OF AGREEMENT DUE TO TERMINATION OF THE PROJECT BEFORE COMPLETION.**

If the Project is terminated before completion, either voluntarily or otherwise, any activities relating to the Project become ineligible, and any RCRP Funds invested in the Project must be repaid to the Department.

**§ 6.04 TERMINATION DUE TO LOSS OF FUNDING TO THE DEPARTMENT.**

This agreement will terminate in full, or in part, at the discretion of the Department, in the event the Department suffers a loss of the funding or a termination of the funding source which permits it to fund the Subrecipient.

In such an event, the Department will provide the Subrecipient written notice setting forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

**§ 6.05 NON-WAIVER/WAIVER IN WRITING.**

The Department's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach will not constitute a waiver of any

rights under this agreement. No conditions or provisions of this agreement can be waived unless approved by the Department in writing.

#### **§ 6.06 FORCE MAJEURE.**

Neither party will be liable for any costs or damages resulting from its inability to perform any of its obligations under the agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event").

A Force Majeure Event will not constitute a breach of the agreement. The party so affected will immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief will rest upon the Subrecipient. To obtain relief based on a Force Majeure Event, the Subrecipient will file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

#### **§ 6.07 FALSE STATEMENTS.**

The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

#### **§ 6.08 REMEDIATION AND RECOUPMENT.**

Any funds paid to the Subrecipient that are (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this Award; (2) determined by the Treasury Office of Inspector General to have been misused; or (3) determined by Treasury to be subject to repayment obligation, pursuant to section 603(e) of the Social Security Act and 31 C.F.R. §§ 35.6(b)(3)(ii)(A)(5), and have not been repaid by the Subrecipient, will constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid by the Subrecipient within 120 calendars days of deemed receipt of the notice of recoupment, unless a request for reconsideration has been submitted, pursuant to 31 C.F.R. § 35.10. A debt is delinquent if it has not been paid by the date specified in Treasury's initial notice of recoupment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will undertake any actions available to it to collect such a debt.

## **§ 6.09 TERMINATION, NONCOMPLIANCE, AND CORRECTIVE ACTION**

In accordance with 2 C.F.R. §§ 200.208 and 200.339, if the Department learns of a deficiency or the Subrecipient's noncompliance with the agreement, the Department will complete a report review, desktop review, onsite review, audit review, procedures review, or take other measures to determine if any corrective actions may be required or allowed. The Department may adjust the conditions of this agreement if the Department determines that the Subrecipient is not in compliance.

The Department will notify the Subrecipient in writing of their noncompliant action(s), the nature of corrective action plan, if any, and the time allowed for completing the action(s), if applicable. The Department will have all remedies available under state or federal law. The Department, at its sole discretion, may impose sanctions without first requiring or allowing a corrective action plan.

The Department may reevaluate the Subrecipient's risk assessment and adjust the agreement conditions, in accordance with 2 C.F.R. §§ 200.206 and 200.211. The Department may also impose additional agreement conditions with respect to additional reporting, monitoring, assistance, documentation, or any other such conditions as needed.

The Subrecipient's cost resulting from obligations incurred during a suspension of after termination of this agreement are not allowable, unless the Department expressly authorizes them in the notice of suspension or termination, or subsequently.

Within thirty (30) calendar days of deemed delivery or written notice by the Department, the Subrecipient, in the Event of Default, must have corrected, or have commenced and is diligently pursuing corrective action to the Department's satisfaction, any material failure to comply with the term of the agreement, unless such corrective action is not practicable within thirty (30) days in which case the Department may extend the corrective action period by up to sixty (60) days.

## **PART VII: SUPPLEMENTAL TERMS AND CONDITIONS.**

### **§ 7.01 DESIGNATION OF OFFICIALS TO EXECUTE AGREEMENT AND AMENDMENTS.**

The Director of the Department or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the Department.

The Chief Elected Official (if the Subrecipient is a unit of general local government) or the Chief Executive Officer (if the Subrecipient is not a government entity) of the Subrecipient is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Subrecipient. By signing this agreement, the Subrecipient

certifies that it possesses the legal authority to accept RCRP Funds under the Program and to carry out the Project.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to in writing by both parties.

#### **§ 7.02 NOTICE.**

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be sent and received via email. All notices, requests, or communications shall be deemed effective upon delivery to the receiver's email address (inbox, spam, etc.). If Subrecipient is unable to access email, contact the Program Manager for an alternative communication method.

#### **§ 7.03 VERIFICATION OF WORK ELIGIBILITY STATUS FOR NEW EMPLOYEES.**

The Subrecipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. § 1324a), commonly known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Subrecipient in performing this agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. § 4-114 and, as such, will be deemed a substantial breach of this agreement which could result in the Department declaring the Subrecipient to be in default on the agreement.

#### **§ 7.04 NOTIFICATION OF PROJECT STAFF CHANGES.**

The Subrecipient must make reasonable efforts to keep the Department informed of changes in the Subrecipient's staff that relate to the Project such as the addition or

departure of key persons. This includes but is not limited to the Primary Contact and other Authorized Officials for the agreement.

**§ 7.05 RELATIONSHIP OF THE PARTIES; STATE NON-LIABILITY; HOLD HARMLESS.**

Nothing in this agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, nor will either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims, demands, and actions based upon or arising out of any services performed by the Subrecipient or its associates, employees, contractors, or subcontractors, (including, but not limited to, claims of discrimination) against the Subrecipient, its officers, or its agents will in no way be the responsibility of the State of Nebraska or the Department. The Subrecipient will hold the State of Nebraska and the Department harmless from any and all such claims.

**§ 7.06 INTELLECTUAL PROPERTY.**

If the Project results in any copyrightable material or inventions, the Department and/or State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or materials for government purposes.

**§ 7.07 INFORMATION SHARING; PROJECT PUBLICITY.**

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Subrecipient must inform the Department. Notice of at least 14 business days will be given to the Department for all news or media releases, or notice will be given as soon as practicable. The media will include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement. The Subrecipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Subrecipient prior to releasing information about the Project.

The Subrecipient will provide the Department with before and after photographs of the Project, whenever possible, and agrees to obtain written consent from the occupants, when appropriate and necessary.

**§ 7.08 DEPARTMENT PARTICIPATION; EVENTS.**

The Subrecipient will provide the Department with notice and access to all events and activities that arise from the Project or Project activities and the use of the Program Funds, including but not limited to groundbreaking, ribbon cutting, and open house events. Notice of at least 14 business days will be given to the Department for all events and activities. Access to events and activities will include admission free of charge for at least three Department representatives. The event must include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement, including on event signage, printed or online materials, and other marketing materials. The Subrecipient agrees to allow Department staff to participate in the event including, but not limited to, presentation, prepared remarks, and photography.

**§ 7.09 WAIVERS; ASSIGNMENT OF INTEREST; BINDING EFFECT.**

No conditions or provisions of this agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this agreement without the written consent of the Department.

The Subrecipient will not subcontract any of their duties or obligations under this agreement without the express written consent of the Department.

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this agreement.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

**§ 7.10 GOVERNING LAW; COUNTERPARTS; ENTIRE AGREEMENT.**

The agreement will be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of, the State of Nebraska.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement and any attachments, the approved Application, and those items incorporated by reference, or statutes or regulations referenced herein contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein are not binding upon the parties.

**PART VIII: ACCEPTANCE PROVISIONS.**

---

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b>	<b>SUBRECIPIENT → City of McCook</b>
By: _____ <b>(Director or Designee)</b>	By: _____ <b>(Authorized Individual)</b>
_____ <b>(Typed or Printed Name)</b>	Nathan Schneider _____ <b>(Typed or Printed Name)</b>
_____ <b>(Title)</b>	City Manager - McCook _____ <b>(Title)</b>
_____ <b>(Date)</b>	_____ <b>(Date)</b>

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

**2.G.**

ITEM NO. \_\_\_\_\_ Approve Resolution No. 2024-31 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which the City now intends to abate the nuisance.

ITEM NO. \_\_\_\_\_ Approve Resolution No. 2024-32 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_\_ Approve Resolution No. 2024-33 approving the rescinding of a portion of Resolution No. 2024-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_\_ Approve Resolution No. 2024-34 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_\_ Approve Resolution No. 2024-35 approving the rescinding of a portion of Resolution No. 2024-21 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

---

**BACKGROUND:**

West Central Nebraska Development District (WCNDD) initially evaluated properties in their designated area on April 30, 2024. Letters were sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After this date, WCNDD did several follow up evaluations. On December 3, 2024, WCNDD did their final evaluation.

WCNDD is requesting the City Council to approve Resolution 2024-31 which rescinds portions of Resolution No. 2024-13 whereas, the City intends to abate the nuisance in regards to the following properties:

- 2024 MCC 010 - 1401 West M Street, McCook, NE
- 2024 MCC 072 - 1203 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-32 which rescinds portions of Resolution No. 2024-13 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 036 - 1407 West Fairacres, McCook, NE
- 2024 MCC 088 - 1413 West 14<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-33 which rescinds portions of Resolution No. 2024-15 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 077 - 1007 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-34 which rescinds portions of Resolution No. 2024-17 in regards to the following properties that have been abated and cleared of the nuisance:

2024 MCC 043 - 1111 West 12<sup>th</sup> Street, McCook, NE

2024 MCC 006 - 1110 West 13<sup>th</sup> Street, McCook, NE

2024 MCC 108 - 1201 West 13<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-35 which rescinds portions of Resolution No. 2024-21 in regards to the following properties that have been abated and cleared of the nuisance:

2024 MCC 109 - PID 001062000, McCook, NE

**APPROVALS:**



Nathan A. Schneider, City Manager

December 12, 2024



Lea Ann Doak, City Clerk

December 12, 2024



Tera Koetter, Assistant City Manager

December 12, 2024

**RESOLUTION NO. 2024-31**  
**Rescinding Resolution No. 2024-13**

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, the City intends to abate the nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-13 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 010 -	1401 West M Street, McCook, NE
2024 MCC 072 -	1203 Missouri, McCook, NE

PASSED THIS 16<sup>th</sup> DAY OF DECEMBER 2024.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

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

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-31 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which the City now intends to abate the nuisance.

ITEM NO. 2.H. Approve Resolution No. 2024-32 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-33 approving the rescinding of a portion of Resolution No. 2024-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-34 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-35 approving the rescinding of a portion of Resolution No. 2024-21 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

---

**BACKGROUND:**

West Central Nebraska Development District (WCNDD) initially evaluated properties in their designated area on April 30, 2024. Letters were sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After this date, WCNDD did several follow up evaluations. On December 3, 2024, WCNDD did their final evaluation.

WCNDD is requesting the City Council to approve Resolution 2024-31 which rescinds portions of Resolution No. 2024-13 whereas, the City intends to abate the nuisance in regards to the following properties:

- 2024 MCC 010 - 1401 West M Street, McCook, NE
- 2024 MCC 072 - 1203 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-32 which rescinds portions of Resolution No. 2024-13 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 036 - 1407 West Fairacres, McCook, NE
- 2024 MCC 088 - 1413 West 14<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-33 which rescinds portions of Resolution No. 2024-15 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 077 - 1007 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-34 which rescinds portions of Resolution No. 2024-17 in regards to the following properties that have been abated and cleared of the nuisance:

2024 MCC 043 - 1111 West 12<sup>th</sup> Street, McCook, NE

2024 MCC 006 - 1110 West 13<sup>th</sup> Street, McCook, NE

2024 MCC 108 - 1201 West 13<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-35 which rescinds portions of Resolution No. 2024-21 in regards to the following properties that have been abated and cleared of the nuisance:

2024 MCC 109 - PID 001062000, McCook, NE

**APPROVALS:**



Nathan A. Schneider, City Manager

December 12, 2024



Lea Ann Doak, City Clerk

December 12, 2024



Tera Koetter, Assistant City Manager

December 12, 2024

**RESOLUTION NO. 2024-32**  
**Rescinding Resolution No. 2024-13**

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that the nuisance violation declared in Resolution No. 2024-13, which is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-13 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 036 -	1407 West Fairacres, McCook, NE
2024 MCC 088 -	1413 West 14 <sup>th</sup> Street, McCook, NE

PASSED THIS 16TH DAY OF DECEMBER 2024.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

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

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-31 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which the City now intends to abate the nuisance.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-32 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. **2.1.** Approve Resolution No. 2024-33 approving the rescinding of a portion of Resolution No. 2024-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-34 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-35 approving the rescinding of a portion of Resolution No. 2024-21 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

---

**BACKGROUND:**

West Central Nebraska Development District (WCNDD) initially evaluated properties in their designated area on April 30, 2024. Letters were sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After this date, WCNDD did several follow up evaluations. On December 3, 2024, WCNDD did their final evaluation.

WCNDD is requesting the City Council to approve Resolution 2024-31 which rescinds portions of Resolution No. 2024-13 whereas, the City intends to abate the nuisance in regards to the following properties:

- 2024 MCC 010 - 1401 West M Street, McCook, NE
- 2024 MCC 072 - 1203 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-32 which rescinds portions of Resolution No. 2024-13 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 036 - 1407 West Fairacres, McCook, NE
- 2024 MCC 088 - 1413 West 14<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-33 which rescinds portions of Resolution No. 2024-15 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 077 - 1007 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-34 which rescinds portions of Resolution No. 2024-17 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 043 - 1111 West 12<sup>th</sup> Street, McCook, NE
- 2024 MCC 006 - 1110 West 13<sup>th</sup> Street, McCook, NE
- 2024 MCC 108 - 1201 West 13<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-35 which rescinds portions of Resolution No. 2024-21 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 109 - PID 001062000, McCook, NE

**APPROVALS:**




---

Nathan A. Schneider, City Manager

December 12, 2024




---

Lea Ann Doak, City Clerk

December 12, 2024




---

Tera Koetter, Assistant City Manager

December 12, 2024

**RESOLUTION NO. 2024-33**  
**Rescinding Resolution No. 2024-15**

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that the nuisance violation declared in Resolution No. 2024-15, which is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-15 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 077 -	1007 Missouri, McCook, NE

PASSED THIS 16TH DAY OF DECEMBER 2024.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

Attest

\_\_\_\_\_  
Lea Ann Doak- City Clerk

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

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-31 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which the City now intends to abate the nuisance.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-32 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-33 approving the rescinding of a portion of Resolution No. 2024-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. **2.J.** Approve Resolution No. 2024-34 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-35 approving the rescinding of a portion of Resolution No. 2024-21 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

---

**BACKGROUND:**

West Central Nebraska Development District (WCNDD) initially evaluated properties in their designated area on April 30, 2024. Letters were sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After this date, WCNDD did several follow up evaluations. On December 3, 2024, WCNDD did their final evaluation.

WCNDD is requesting the City Council to approve Resolution 2024-31 which rescinds portions of Resolution No. 2024-13 whereas, the City intends to abate the nuisance in regards to the following properties:

- 2024 MCC 010 - 1401 West M Street, McCook, NE
- 2024 MCC 072 - 1203 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-32 which rescinds portions of Resolution No. 2024-13 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 036 - 1407 West Fairacres, McCook, NE
- 2024 MCC 088 - 1413 West 14<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-33 which rescinds portions of Resolution No. 2024-15 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 077 - 1007 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-34 which rescinds portions of Resolution No. 2024-17 in regards to the following properties that have been abated and cleared of the nuisance:

2024 MCC 043 - 1111 West 12<sup>th</sup> Street, McCook, NE

2024 MCC 006 - 1110 West 13<sup>th</sup> Street, McCook, NE

2024 MCC 108 - 1201 West 13<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-35 which rescinds portions of Resolution No. 2024-21 in regards to the following properties that have been abated and cleared of the nuisance:

2024 MCC 109 - PID 001062000, McCook, NE

**APPROVALS:**



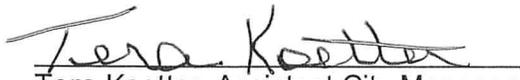
Nathan A. Schneider, City Manager

December 12, 2024



Lea Ann Doak, City Clerk

December 12, 2024



Tera Koetter, Assistant City Manager

December 12, 2024

**RESOLUTION NO. 2024-34**  
**Rescinding Resolution No. 2024-17**

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that the nuisance violation declared in Resolution No. 2024-17, which is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-17 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 043 -	1111 West 12 <sup>th</sup> Street, McCook, NE
2024 MCC 006 -	1110 West 13 <sup>th</sup> Street, McCook, NE
2024 MCC 108 -	1201 West 13 <sup>th</sup> Street, McCook, NE

PASSED THIS 16TH DAY OF DECEMBER 2024.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

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

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-31 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which the City now intends to abate the nuisance.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-32 approving the rescinding of a portion of Resolution No. 2024-13 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-33 approving the rescinding of a portion of Resolution No. 2024-15 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. \_\_\_\_ Approve Resolution No. 2024-34 approving the rescinding of a portion of Resolution No. 2024-17 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

ITEM NO. **2.K.** Approve Resolution No. 2024-35 approving the rescinding of a portion of Resolution No. 2024-21 which previously declared certain properties a nuisance and which now have been abated and cleared of the nuisance as deemed by WCNDD and as declared in the Resolution.

---

**BACKGROUND:**

West Central Nebraska Development District (WCNDD) initially evaluated properties in their designated area on April 30, 2024. Letters were sent out by WCNDD to property owners that were in violation of McCook's Code of Ordinances requesting that these violations be resolved. After this date, WCNDD did several follow up evaluations. On December 3, 2024, WCNDD did their final evaluation.

WCNDD is requesting the City Council to approve Resolution 2024-31 which rescinds portions of Resolution No. 2024-13 whereas, the City intends to abate the nuisance in regards to the following properties:

- 2024 MCC 010 - 1401 West M Street, McCook, NE
- 2024 MCC 072 - 1203 Missouri, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-32 which rescinds portions of Resolution No. 2024-13 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 036 - 1407 West Fairacres, McCook, NE
- 2024 MCC 088 - 1413 West 14<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-33 which rescinds portions of Resolution No. 2024-15 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 077 - 1007 Missouri, McCook, NE

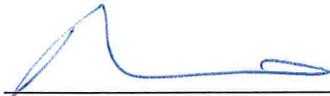
WCNDD is requesting the City Council to approve Resolution 2024-34 which rescinds portions of Resolution No. 2024-17 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 043 - 1111 West 12<sup>th</sup> Street, McCook, NE
- 2024 MCC 006 - 1110 West 13<sup>th</sup> Street, McCook, NE
- 2024 MCC 108 - 1201 West 13<sup>th</sup> Street, McCook, NE

WCNDD is requesting the City Council to approve Resolution 2024-35 which rescinds portions of Resolution No. 2024-21 in regards to the following properties that have been abated and cleared of the nuisance:

- 2024 MCC 109 - PID 001062000, McCook, NE

**APPROVALS:**



Nathan A. Schneider, City Manager

December 12, 2024



Lea Ann Doak, City Clerk

December 12, 2024



Tera Koetter, Assistant City Manager

December 12, 2024

**RESOLUTION NO. 2024-35**  
**Rescinding Resolution No. 2024-21**

WHEREAS, the City of McCook (hereinafter the City) is engaged in a Nuisance Abatement Process; and

WHEREAS, the City appointed the West Central Nebraska Development District (WCNDD) as Nuisance Officer; and

WHEREAS, WCNDD identified and confirmed that in its opinion a nuisance exists as defined by Federal, State, City law; and City Council, at a regular meeting, identified nuisance property, supported by evidence; and

WHEREAS, WCNDD now has evidence that the nuisance violation declared in Resolution No. 2024-21, which is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of McCook rescinds Resolution No. 2024-21 on the following property:

CASE NO. _____	PHYSICAL ADDRESS
2024 MCC 109 -	PID 001062000, McCook, NE

PASSED THIS 16TH DAY OF DECEMBER 2024.

\_\_\_\_\_  
Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

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

**3.A.**  
ITEM NO. \_\_\_ Receive and file a presentation from Amanda Engell regarding a potential McCook Economic Development Corporation workforce housing development project on property owned by the City of McCook, said parcel identified as Parcel ID #000894200, at the intersection of East C Street and East 11<sup>th</sup> Street.

---

**BACKGROUND:**

Amanda Engell has requested to present at the City Council meeting, with the focus of said presentation to be the development of new workforce housing in eastern McCook. MEDC has inquired about the possibility of acquiring land located at the intersection of East C Street and East 11<sup>th</sup> Street, said parcel identified as Parcel ID #000894200. The City of McCook owns the property. The property was donated to the City of McCook in 2009, with said donation specifying that the property be used for City purposes. As highlighted in the 2022 McCook Housing Study, the City of McCook suffers from a lack of housing, including affordable workforce housing. The City of McCook and MEDC have worked hand-in-hand to develop new housing opportunities for McCook's residents, with one of the primary focuses on the development of affordable workforce housing.

Staff would like to discuss this matter with the City Council and the MEDC to determine if there is a way to transfer said property to the MEDC in order to provide a location for a new workforce housing development.

**APPROVALS:**



---

Nathan A. Schneider, City Manager

December 11, 2024



---

Lea Ann Doak, City Clerk

December 11, 2024



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

**3.B.**

ITEM NO. \_\_\_ Update regarding the sports complex project.

---

**BACKGROUND:**

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

**APPROVALS:**



---

Nathan A. Schneider, City Manager

December 11, 2024



---

Lea Ann Doak, City Clerk

December 11, 2024

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

---

**ITEM:**        **3.C.**

Approve Ordinance No. 2024-3094, on its third and final reading, amending the City of McCook Code of Ordinances by revising Section 90.33 -Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined; Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs; and Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals.

---

**BACKGROUND:**

Please refer to the attached City Manager's Report prepared for the November 18, 2024 City Council meeting.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

December 10, 2024

**CITY MANAGER'S REPORT**  
**NOVEMBER 18, 2024 MCCOOK CITY COUNCIL MEETING**  
**3.B.**

ITEM NO. \_\_\_ Approve Ordinance No. 2024 - 3094 on first reading, amending the City of McCook Code or Ordinances by revising Dangerous Dog 90.33; revising Confiscation Dangerous Dog 90.36; and revising Rabies Ordinance 90.45.

---

**BACKGROUND:**

Discussions between the McCook Humane Society, the McCook City Attorney, and McCook staff have been held regarding amending a number of regulations contained within Chapter 90: Animals of the McCook Code of Ordinances. First, discussions were held to amend the dangerous dog criteria to include animals that require veterinary care, not just domestic animals that have been killed without provocation. Second, discussions were held to amend the confiscation of dangerous dog section to include a provision that authorizes the City of McCook to euthanize a dangerous dog when it is too dangerous to handle and board. Third, discussions were held regarding the City's need to euthanize and test a dog for rabies when it is not wearing an immunization tag and we cannot otherwise ascertain whether the dog has received its immunization shot.

Through a joint effort between the McCook Humane Society and the City of McCook, proposed ordinance modifications of these three items have been prepared for the City Council's consideration.

**APPROVALS:**



Nathan A. Schneider, City Manager

November 12, 2024



Lea Ann Doak, City Clerk

November 12, 2024



Kevin Hodgson, Chief of Police

November 12, 2024

**ORDINANCE NO. 2024-3094**

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 90, ENTITLED "ANIMALS"; SECTION 90.33 - DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; SECTION 90.36 - DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS; AND SECTION 90.45 - IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS; DISPOSITION OF IMPOUNDED ANIMALS; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

Section 1. The City of McCook Code of Ordinances, Chapter 90, Section 90.33 - Dangerous Dogs and/or Hybrid Animals Prohibited; Terms, Defined, is hereby amended to read as follows:

**§ 90.33 DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED;  
TERMS, DEFINED.**

(A) It shall be unlawful for anyone within the city limits to own, keep or harbor a dangerous dog and/or hybrid animal.

(B) It shall be unlawful for anyone within the city limits to own, keep or harbor a potentially dangerous dog and/or hybrid animal.

(C) For purposes of this section, the following definitions shall apply:

***DANGEROUS DOG AND/OR HYBRID ANIMAL.***

(a) A dog and/or hybrid animal that, according to the records of the Police Department:

1. Has killed a human being;
2. Has inflicted injury on a human being resulting in a puncture wound and/or an injury that requires medical treatment;
3. Has killed or injured a domestic animal without provocation, and the injured animal requires veterinary care; or
4. Has been previously determined to be a potentially dangerous dog by a court order, the owner has received notice of such determination, and the dog and/or hybrid animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or

threatens the safety of humans or domestic animals.

(b) 1. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)2. of this section, if the individual was tormenting, abusing, or assaulting the dog and/or hybrid animal at the time of the injury or has, in the past, tormented, abused, or assaulted the dog and/or hybrid animal.

2. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)4. of this section, if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass as defined by Nebraska statute, was committing any other tort upon the property of the owner of the dog and/or hybrid animal, was tormenting, abusing, or assaulting the dog and/or hybrid animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog and/or hybrid animal, or was committing or attempting to commit a crime.

3. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (B) of this section if the dog and/or hybrid animal is a police animal as defined by Nebraska statute.

**DOMESTIC ANIMAL.** A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

**MEDICAL TREATMENT.** Treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones;

**OWNER.** Any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog and/or hybrid animal.

**POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL.**

(a) Any dog and/or hybrid animal that when unprovoked:

1. Inflicts an injury on a human being that is not a puncture wound and does not require medical treatment;

2. Injures a domestic animal; or

3. Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific dog and/or hybrid animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(Neb. RS 54-617) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2020-3009, passed 6-15-2020; Ord. 2021-3017, passed 6-21-2021) Penalty, see § 90.99

Section 2. The City of McCook Code of Ordinances, Chapter 90, Section 90.36 - Dangerous Dogs and/or Hybrid Animals; Confiscation, When; Costs, is hereby amended to read as follows:

**§ 90.36 DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS.**

(A) Any dangerous dog and/or hybrid animal may be immediately confiscated by the Police Department if the owner is in violation of §§ 90.33 to 90.37. The owner shall be responsible for the reasonable costs incurred by the Police Department and the animal shelter for the care of a dangerous dog and/or hybrid animal confiscated by the Police Department or for the destruction of any dangerous dog and/or hybrid animal if the action by the Police Department is pursuant to law and if the owner violated §§ 90.33 to 90.37.

(B) If the dangerous dog and/or hybrid animal is deemed too dangerous to safely control and board, a determination made in good faith by either the Police Department or the animal shelter, the animal may be humanely euthanized without being boarded. The owner shall still be responsible for any costs associated with this action, including the costs of euthanasia and any related legal or operational expenses.

(Neb. RS 54-620)  
(Ord. 2020-2999, passed 3-16-2020)

Section 3. The City of McCook Code of Ordinances, Chapter 90, Section 90.45 - Impoundment of Animals Without Immunization Tags; Disposition of Impounded Animals, is hereby amended to read as follows:

**§ 90.45 IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS; DISPOSITION OF IMPOUNDED ANIMALS.**

(A) It shall be the duty of the City Manager or his or her authorized representative, in a humane manner, to capture and remove to the animal shelter any animal so owned, kept, or harbored that is running at large without the immunization tag provided for in § 90.40 affixed to its collar or harness.

(B) No animal so taken shall be killed until after five days of public notice have elapsed after its impounding, or until such officer, after consulting the registration records, concludes that the animal has not been immunized or that immunization has become ineffective by lapse of time and until such officer has notified the person owning, keeping, or harboring such animal, if his or her identity is known to him or her, to have the animal immunized forthwith. Any person owning, keeping, or harboring such animal may reclaim such animal

within the five-day period of impoundment. All animals unclaimed after such five-day impoundment shall be destroyed and buried.

(C) If such an animal has bitten a person and does not have an immunization tag, the animal may immediately be humanely euthanized and sent for rabies testing, as required to ensure public safety. The City Manager or his or her authorized representative must make reasonable efforts to locate the owner or ascertain whether the animal has been immunized before proceeding with euthanasia and testing.

Statutory reference:

Similar state law provisions, see Neb. RS 71-4401 through 71-4412

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in pamphlet form or posting as required by law.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

ATTEST:

\_\_\_\_\_  
Lea Ann Doak, City Clerk-Treasurer

**From:** njmustion mbgslaw.com <njmustion@mbgslaw.com>  
**Sent:** Thursday, October 24, 2024 2:44 PM  
**To:** 'LorieLynn Prestes'; Nate Schneider; tkoetter@cityofmccook.com; Kevin Hodgson; 'Lea Ann Doak'  
**Cc:** gail mbgslaw.com  
**Subject:** Dangerous Dog and Rabid Dog Ordinance Proposals  
**Attachments:** Revised Dangerous Dog 90.33.docx; Revised Confiscation Dangerous Dog 90.36.docx; Revised Rabies Ordinance 90.45.docx

All,

Please find attached ***rough drafts*** of the ordinances that I have drafted based upon the conversation we had with Lorie. I have just amended current ordinances to address the issues that were raised.

I revised 90.33 Dangerous Dogs. Specifically, 90.33(C)(a)(3) to include injuring an animal that requires veterinary care. Currently the ordinance says kill only.

I revised 90.36 Confiscation of Dangerous Dogs. Specifically, I added 90.36(B). If the dangerous dog being confiscated is too dangerous to handle and board it can be immediately euthanized.

I revised 90.45 Impoundment of Animals Without Immunization Tags. Specifically, I added 90.45(C). If a dog is not wearing an immunization tag and we can't otherwise ascertain whether the dog has been immunized, if the dog has bitten a person, the dog can be killed and sent in for testing.

Lorie, if there are other issues that I haven't addressed with these, please let me know and I can attempt to draft/revise other ordinances.

Everyone please review these ordinances closely and let me know if there are any changes you want made.

Thanks,

Nathaniel J. Mustion, Esq.  
Mousel, Brooks, Schneider, Mustion & Shifflet, PC, LLO  
101 W. C St.  
McCook, NE 69001  
(308) 345-1600 (office)  
(308) 345-1602 (facsimile)  
[njmustion@mbgslaw.com](mailto:njmustion@mbgslaw.com)

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED E-MAIL COMMUNICATION

The information contained in this message is intended solely for the addressee(s) named above. If you are not an addressee, or responsible for delivering this message to an addressee, you have received this message in error and you are strictly prohibited from reading or disclosing it. The information contained in this message is subject to legally enforceable privileges. Unless you are an addressee, or associated with an addressee for

delivery purposes, you will violate these privileges if you do anything with this document or the information it contains other than reply by e-mail immediately at his/her address noted above and delete the message at once.

## WordPerfect Document Compare Summary

Original document: G:\CityClrk\Clerk\Ordinances\mccook-ne-1 (2).docx

Revised document: G:\CityClrk\Clerk\Ordinances\Revised Dangerous Dog 90.33.docx

Deletions are shown with the following attributes and color:

~~Strikeout~~, **Blue** RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, **Red** RGB(255,0,0).

The document was marked with 0 Deletion, 2 Insertions, 0 Moves.

§ 90.33 DANGEROUS DOGS AND/OR HYBRID ANIMALS PROHIBITED; TERMS, DEFINED.

(A) It shall be unlawful for anyone within the city limits to own, keep or harbor a dangerous dog and/or hybrid animal.

(B) It shall be unlawful for anyone within the city limits to own, keep or harbor a potentially dangerous dog and/or hybrid animal.

(C) For purposes of this section, the following definitions shall apply:

DANGEROUS DOG AND/OR HYBRID ANIMAL.

(a) A dog and/or hybrid animal that, according to the records of the Police Department:

1. Has killed a human being;
2. Has inflicted injury on a human being resulting in a puncture wound and/or an injury that requires medical treatment;
3. Has killed or injured a domestic animal without provocation, and the injured animal requires veterinary care; or
4. Has been previously determined to be a potentially dangerous dog by a court order, the owner has received notice of such determination, and the dog and/or hybrid animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(b) 1. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)2. of this section, if the individual was tormenting, abusing, or assaulting the dog and/or hybrid animal at the time of the injury or has, in the past, tormented, abused, or assaulted the dog and/or hybrid animal.

2. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (a)4. of this section, if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass as defined by Nebraska statute, was committing any other tort upon the property of the owner of the dog and/or hybrid animal, was tormenting, abusing, or assaulting the dog and/or hybrid animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog and/or hybrid animal, or was committing or attempting to commit a crime.

3. A dog and/or hybrid animal shall not be defined as a dangerous dog and/or hybrid animal under division (B) of this section if the dog and/or hybrid animal is a police animal as defined by Nebraska statute.

DOMESTIC ANIMAL. A cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

**MEDICAL TREATMENT.** Treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones;

**OWNER.** Any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog and/or hybrid animal.

**POTENTIALLY DANGEROUS DOG AND/OR HYBRID ANIMAL.**

(a) Any dog and/or hybrid animal that when unprovoked:

1. Inflicts an injury on a human being that is not a puncture wound and does not require medical treatment;

2. Injures a domestic animal; or

3. Chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific dog and/or hybrid animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(Neb. RS 54-617) (Ord. 2009-2826, passed 8-17-2009; Ord. 2020-2999, passed 3-16-2020; Ord. 2020-3009, passed 6-15-2020; Ord. 2021-3017, passed 6-21-2021) Penalty, see § 90.99

## WordPerfect Document Compare Summary

Original document: G:\CityClrk\Clerk\Ordinances\mccook-ne-2.docx

Revised document: G:\CityClrk\Clerk\Ordinances\Revised Confiscation Dangerous Dog  
90.36.docx

Deletions are shown with the following attributes and color:

~~Strikeout~~, Blue RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, Red RGB(255,0,0).

The document was marked with 3 Deletions, 6 Insertions, 0 Moves.

**§ 90.36 DANGEROUS DOGS AND/OR HYBRID ANIMALS; CONFISCATION, WHEN; COSTS.**

–(A) Any dangerous dog and/or hybrid animal may be immediately confiscated by the Police Department if the owner is in violation of §§ 90.33 to 90.37. The owner shall be responsible for the reasonable costs incurred by the Police Department and the animal shelter for the care of a dangerous dog and/or hybrid

animal confiscated by the Police Department or for the destruction of any dangerous dog and/or hybrid animal if the action by the Police Department is pursuant to law and if the owner violated §§ 90.33 to 90.37.

(B) If the dangerous dog and/or hybrid animal is deemed too dangerous to safely control and board, a determination made in good faith by either the Police Department or the animal shelter, the animal may be humanely euthanized without being boarded. The owner shall still be responsible for any costs associated with this action, including the costs of euthanasia and any related legal or operational expenses.

(Neb. RS 54-620)

–(Ord. 2020-2999, passed 3-16-2020)

## WordPerfect Document Compare Summary

Original document: G:\CityClrk\Clerk\Ordinances\mccook-ne-3 (1).docx

Revised document:

C:\Users\cityclerk\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\KWJ  
D9PRA\Revised Rabies Ordinance 90.45.docx

Deletions are shown with the following attributes and color:

~~Strikeout~~, **Blue** RGB(0,0,255).

Deleted text is shown as full text.

Insertions are shown with the following attributes and color:

Double Underline, Redline, **Red** RGB(255,0,0).

The document was marked with 12 Deletions, 10 Insertions, 0 Moves.

**§ 90.45 IMPOUNDMENT OF ANIMALS WITHOUT IMMUNIZATION TAGS-;  
DISPOSITION OF IMPOUNDED ANIMALS.-**

—(A)— It shall be the duty of the City Manager or his or her authorized representative, in a humane manner, to capture and remove to the animal shelter; any animal so owned, kept, or harbored, ~~from that is~~ running at large without the immunization tag provided for in § 90.40 affixed to its collar or harness.

—(B)— No animal so taken shall be killed until after five days ~~after~~of public notice have elapsed after its impounding, or until such officer, after consulting the registration records, concludes that the animal has not been immunized or that immunization has become ineffective by lapse of time and until such officer has notified the person owning, keeping, or harboring such animal, if his or her identity is known to him or her, to have the animal immunized forthwith. Any person owning, keeping, or harboring such animal may reclaim such animal within the five-day period of impoundment. All animals unclaimed after such five-day impoundment; shall be destroyed and buried.

~~(Ord. 2009-2830, passed 10-5-2009)~~ C) If such an animal has bitten a person and does not have an immunization tag, the animal may immediately be humanely euthanized and sent for rabies testing, as required to ensure public safety. The City Manager or his or her authorized representative must make reasonable efforts to locate the owner or ascertain whether the animal has been immunized before proceeding with euthanasia and testing.

Statutory reference:

—~~Similar~~ Similar state law provisions, see Neb. RS 71-4401 through 71-4412

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

---

**ITEM: 3.D.**

**RECOMMENDATION:**

Introduce and approve on its first reading Ordinance No. 2024-3092 amending the City of McCook Code of Ordinances Chapter 52, entitled "Water" in Title V "Departments", repealing Section 52.28 – Unsafe Connection; Backflow Hazard and adding Subchapter "Cross Connection Control"; Chapter 50, entitled "Municipal Utilities" in Title V "Departments", Section 50.01 Delinquent Bill Charges; Chapter 38, entitled "Fee Schedule" in Title III "Administration", Appendix C: Delinquent Bill Charges

---

**BACKGROUND:**

Ordinance 2024-3092 is the Water Departments guide to backflow control and cross connections the City of McCook's public water system. The current Ordinance (52.28) is insufficient and does not offer the information needed for a proper Backflow and Cross Connection program. The new Ordinance will give the Water Department more leverage in controlling Backflow devices and testing them to assure the devices are working properly. The new Ordinance will also give the Water Department authority to discontinue the water service if the ordinance is not followed properly when it comes to testing and corresponding with the City Water Department.

In addition, amend Chapter 38 Fee Schedule Appendix C: Delinquent bill charges and Chapter 50 Municipal Utilities to read "If not paid by 4:00 pm on the 22<sup>nd</sup> of the month, a \$15.00 charge will be added. If the 22<sup>nd</sup> falls on a weekend or holiday, payment will be accepted until 4:00 pm on the next business day".

**FISCAL**

**IMPACT:** None

**APPROVALS:**



Pat Fawver, Utility Director

12-10-24  
Date



Nate Schneider, City Manager

12-10-24  
Date



Lea Ann Doak, City Clerk

\_\_\_\_\_  
Date

## ORDINANCE NO. 2024-3092

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING THE CITY OF MCCOOK CODE OF ORDINANCES CHAPTER 52, ENTITLED "WATER" IN TITLE V "DEPARTMENTS", BY REPEALING SECTION 52.28 - UNSAFE CONNECTION; BACKFLOW HAZARD AND ADDING SUBCHAPTER "CROSS CONNECTION CONTROL"; CHAPTER 50, ENTITLED "MUNICIPAL UTILITIES" IN TITLE V "DEPARTMENTS", SECTION 50.01 DELINQUENT BILL CHARGES; CHAPTER 38, ENTITLED "FEE SCHEDULE" IN TITLE III "ADMINISTRATION", APPENDIX C: DELINQUENT BILL CHARGES; TO PROVIDE THAT THIS ORDINANCE SHALL BE MADE A PART OF THE CITY OF MCCOOK CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

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

Section 1. That the City of McCook Code of Ordinances, Chapter 52, entitled "Water" in Title V "Departments", Section 52.28 - Unsafe Connection; Backflow Hazard, shall be and hereby is repealed.

Section 2. The City of McCook Code of Ordinances is hereby amended by adding Subchapter "Cross Connection Control" to Chapter 52, entitled "Water" in Title V "Departments" to read as follows:

### CROSS CONNECTION CONTROL

#### § 52.78 GENERAL POLICY AND PURPOSE; APPLICABILITY OF SUBCHAPTER.

(A) *Purpose.* The purpose of this subchapter is to:

(1) Protect the public potable water supply of the city water system from the possibility of contamination or pollution by isolating real or potential sources of contamination or pollutants which may backflow or cause back siphonage through the service connection into the public potable water supply system, as required by Title 179, NAC 2 "Regulations Governing Public Water Supply Systems";

(2) Promote the elimination, containment, isolation or control of existing cross connections, actual or potential, between the public or consumer's potable water systems and non-potable water systems, plumbing fixtures and industrial process systems; and

(3) Provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

(B) *Applicability.* This subchapter shall apply to all premises served by the public potable water system of the city.

(C) *Policy.*

(1) This subchapter will be reasonably interpreted as the city's intent to recognize the varying degrees of hazard and to apply the principle that the degree of protection shall be commensurate with the degree of hazard.

(2) The city water department shall be primarily responsible for protection of the public potable water distribution system from contamination or pollution due to backflow of contaminants or pollutants through the water service connection. The cooperation of all consumers is required to implement and maintain the program to control cross connections. The consumer is responsible for preventing contamination of the water system within the consumer's own premises.

(3) If, in the judgment of the Water Department or the state's Department of Health or their authorized representative, cross connection protection is required through either piping modification or installation of an approved backflow prevention device, 30 days' notice shall be given to the consumer. The failure, refusal or inability on the part of the consumer to provide requested protection with 30 days shall make the consumer subject to discontinuance of water service at the discretion of the Water Department, according to the degree of hazard, without further notice.

#### **§ 52.79 DEFINITIONS.**

The following words, terms and phrases, when used in this subchapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

***AIR GAP SEPARATION.*** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the overflow level rim of the receptacle.

***AUXILIARY WATER SUPPLY.*** Any water source or system, other than the public water supply, that may be available in the building or premises.

***BACKFLOW.*** The flow, other than the intended direction of flow, of any foreign liquids, gases or substances into the distribution system of a public water supply.

***BACKFLOW PREVENTION DEVICE.*** Any device, method or type of construction intended to prevent backflow into a potable water system, provided backflow preventers have been tested and approved by a reputable testing laboratory.

**CONSUMER.** The owner or person in control of any premises supplied by or in any manner connected to a public water system.

**CONTAINMENT.** Protection of the public water supply by installing a cross connection control device or air gap separation on the main service line to a facility, or as an installation within equipment handling potentially hazardous materials.

**CONTAMINATION.** An impairment of the quality of the water by sewage, process fluids or other wastes to a degree which could create an actual hazard to the public health through poisoning or through spread of disease by exposure.

**CROSS CONNECTION.** Any physical link between a potable water supply and any other substance, fluid or source which makes possible contamination of the potable water supply due to the reversal of flow of the water in the piping or distribution system.

**HAZARD, DEGREE OF.** An evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

(1) **HAZARD, HEALTH.** Any condition, device or practice in the water supply system and its operation which could create or may create a danger to the health and well-being of the water consumer.

(2) **HAZARD, PLUMBING.** A plumbing type cross connection in a consumer's potable water system that has not been properly protected by a vacuum breaker, air gap separation or backflow prevention device.

(3) **HAZARD, POLLUTION.** An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

(4) **HAZARD, SYSTEM.** An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system, or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

**INDUSTRIAL PROCESS SYSTEM.** Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollution or plumbing hazard if introduced into a potable water supply.

**ISOLATION.** Protection of a facility service line by installing a cross connection control device or air gap separation on an individual fixture, appurtenance or system.

**POLLUTION.** The presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water to a degree which does not create an actual hazard to the public health but which, does adversely and unreasonably affect the water for domestic use.

**PUBLIC POTABLE WATER SYSTEM.** Any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the appropriate state or local regulatory agency.

**SERVICE CONNECTION.** The terminal end of a service line from the public water system. If a meter is installed at the end of the service, then the term **SERVICE CONNECTION** means the downstream end of the meter.

**WATER DEPARTMENT.** The owner, operator or individual in responsible charge of a public water system.

#### **§ 52.80 CROSS CONNECTIONS PROHIBITED.**

(A) No water service connection shall be installed or maintained to any premises where actual or potential cross connections as required by the laws and regulations of the state to the public potable or consumer's water system may exist.

(B) No connection shall be installed or maintained whereby an auxiliary water supply may enter a public potable or consumer's water system.

(C) No water service connection shall be installed or maintained to any premises in which the plumbing system, facilities and fixtures have not been constructed and installed using acceptable plumbing practices of the latest edition of the Uniform Plumbing Code as considered by the city's Water Department as necessary for the protection of health and safety.

#### **§ 52.81 SURVEY AND INVESTIGATIONS; RESPONSIBILITIES OF CONSUMER.**

(A) The consumer shall provide access to the premises at reasonable times to the city's Water Department, or its authorized representative, for the conduction of surveys and investigations of water use practices within the consumer's premises to determine whether there are actual or potential cross connections to the consumer's water system through which contaminants or pollutants could backflow into the public potable water system.

(B) On request by the city's Water Department or its authorized representative, the consumer shall furnish information on water use practices within his or her premises.

(C) It shall be the responsibility of the water consumer to conduct periodic surveys of water use practices on his or her premises to determine whether there are actual or potential cross connections to his or her water system through which contaminants or pollutants could backflow into his or her or the public potable water system.

#### **§ 52.82 TYPE OF PROTECTION REQUIRED.**

The type of protection required by this subchapter shall depend on the degree of hazard which exists, as follows. An approved air gap separation or an approved reduced pressure principle backflow prevention device or an approved dual checkvalve assembly shall be installed where the public potable water system may be polluted with substances that could cause a health hazard.

#### **§ 52.83 PREMISES WHERE PROTECTION IS REQUIRED.**

(A) An approved backflow prevention device shall be installed in the service connection line to a consumer's water system or within any premises where actual or potential hazards to the public potable water system exist. The type and degree of protection required shall be commensurate with the degree of hazard.

(B) An approved air gap separation or reduced pressure principle backflow prevention device shall be installed at the service connection or within any premises where the nature and extent of activities on the premises, or the materials used in connection with the activities, or materials stored on the premises, would present an immediate and dangerous hazard to health should a cross connection occur, even though the cross connection may not exist at the time the backflow prevention device is required to be installed. This includes but is not limited to the following situations:

- (1) Premises having an auxiliary water supply;
- (2) Premises having internal cross connections that are not correctable, or intricate plumbing arrangements which make it impractical to ascertain whether or not cross connections exist;
- (3) Premises where entry is restricted so that inspections for cross connections cannot be made with sufficient frequency or at sufficiently short notice to ensure that cross connections do not exist;
- (4) Premises that although not covered by this subchapter are subject to frequent modification which would change their status, or premises that have had violations of this subchapter;
- (5) Premises on which any substance is handled under pressure so as to permit entry into the public water supply, or where a cross connection could reasonably be expected to occur. This shall include the handling of process waters and cooling waters; and/or

(6) Premises where materials of a toxic or hazardous nature are handled such that, if siphonage or back pressure should occur, a serious health hazard may result.

(C) The following types of facilities must install or have in operation an approved air gap separation, atmospheric vacuum breaker, pressure vacuum breaker, dual check valve assembly, or reduced pressure principle backflow prevention device as required by the city's Water Department to protect the public water supply, and the equipment must be installed at these facilities unless all hazardous or potentially hazardous conditions have been eliminated or corrected:

- (1) Auxiliary water systems;
- (2) Beverage bottling plants and food processing plants;
- (3) Canneries, packinghouses and reduction plants;
- (4) Carwashing facilities and automobile servicing facilities;
- (5) Chemical manufacturing, processing, compounding or treatment plants;
- (6) Chemically contaminated water systems;
- (7) Dairies and cold storage plants;
- (8) Film laboratories, film development facilities and testing laboratories;
- (9) Fire protection systems;
- (10) Hazardous waste storage and disposal;
- (11) Hospitals, mortuaries, clinics, nursing and convalescent homes and medical facilities;
- (12) Sprinkler systems and hose connections injecting directly material of a toxic or hazardous nature;
- (13) Laundries and dye works and dry cleaners;
- (14) Metal manufacturing, cleaning, processing and fabricating plants;
- (15) Oil and gas production, storage or transmission properties;
- (16) Plating plants;
- (17) Printing and publishing facilities;

- (18) Research and analytical laboratories;
- (19) Sewage and storm drainage facilities pumping stations;
- (20) Zoological and horticultural gardens;
- (21) All cemetery sprinkler systems;
- (22) Pet grooming and veterinarian facilities, kennels, stockyards and feedyards;
- (23) Swimming pools;
- (24) Cooling coil service lines (refrigeration, air conditioning and the like);
- (25) All hot water and steam boiler heating systems with water recirculating;
- (26) Lawn irrigation systems. All lawn irrigation systems must have a pressure vacuum breaker or dual check valve assembly;
- (27) Hose connections. All garden hose type connections must have hose bib vacuum breakers;
- (28) Yard hydrants. The installation of new or replacement yard hydrants where water is available or accessible for drinking or culinary purposes, and which have a drip opening below the ground surface, is prohibited unless the hydrants are equipped with an approved device to prevent entrance of groundwater into chambers connected with the water supply. Yard hydrants or hose bibs which would be used by the consumer to provide water to mix pesticides, fertilizer or other chemicals for direct use or aerial application to surface areas shall be equipped with an anti-siphon vacuum breaker;
- (29) Booster pumps. No person shall install or maintain a water service connection to any premises where a booster pump has been installed on the service line to or within such premises, unless the booster pump is equipped with a low pressure cutoff designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to 20 pounds per square inch gauge or less. It shall be the duty of the customer to maintain the low pressure cutoff device in proper working order. The Utilities Director may require testing at any time if it is suspected that a problem exists with the device; and
- (30) Multistoried buildings greater than 3 stories. These facilities, falling into 1 or more of the categories listed in this section, will be given 6 months after passage of the ordinance from which this subchapter is derived to comply with this subchapter, except those facilities or systems which are determined by the city's Water Department to be an immediate or severe health hazard, in which case that system or facility shall be required to comply immediately with this subchapter.

#### **§ 52.84 APPROVED BACKFLOW PREVENTION DEVICES.**

(A) Any backflow prevention device required by this subchapter shall be of a model or construction approved by the city's Water Department.

(1) An air gap separation, to be approved, shall be at least double the diameter of the supply pipe measured vertically above the flood level rim of the vessel, but in no case less than 1 inch.

(2) A double checkvalve assembly or a reduced pressure principle backflow prevention device shall be approved by the city's Water Department and shall appear on the current list of approved backflow prevention devices established by the Water Department.

(B) Existing testable backflow prevention devices approved by the water purveyor at the time of installation and properly maintained shall, except for inspection and maintenance requirements, be excluded from the requirements of this subchapter so long as the city's Water Department is assured that they will satisfactorily protect the water system. Whenever the existing device is moved from its present location, or requires more than minimum maintenance, or when the Water Department finds that the maintenance constitutes a hazard to health, the unit shall be replaced by a backflow prevention device meeting the requirements of this subchapter.

#### **§ 52.85 INSTALLATION OF BACKFLOW PREVENTION DEVICES.**

(A) Backflow prevention devices required by this subchapter shall be installed by licensed plumber at a location and in a manner approved by the city's Water Department or according to the latest addition of the Uniform Plumbing Code, and shall be installed at the expense of the water consumer.

(B) Backflow prevention devices installed on the service line to the consumer's water system shall be located on the consumer's side of the water meter, and prior to any other connection.

(C) Backflow prevention devices shall be located so as to be readily accessible for maintenance and testing, and protected from freezing, and where no part of the device will be submerged or subject to flooding by any fluid.

(D) Backflow prevention devices for underground sprinklers that have an opening to the atmosphere shall be located at least 12 inches from the bottom of the valve above the highest ground served by the sprinkler system.

#### **§ 52.86 INSPECTION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES.**

(A) It shall be the duty of the consumer at any premises on which backflow prevention devices required by this subchapter are installed to have inspections,

tests and overhauls made by licensed state-certified backflow tester/repair technicians in accordance with the following schedule, or more often where inspections indicate a need.

(1) Air gap separations shall be inspected at the time of installation and at least every 12 months thereafter.

(2) Double checkvalve assemblies shall be inspected and tested for tightness at the time of installation and at least every 12 months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed, and at least every 3 years.

(3) Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every 12 months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed, and at least every 5 years.

(B) Overhauls of backflow prevention devices shall be made at the expense of the water consumer and shall be performed by a state-certified backflow prevention device tester.

(C) Backflow prevention devices designed with testing cocks shall be inspected and tested each year, and the tests shall be performed by a state-certified backflow prevention device tester and will be at the expense of the water consumer except as stated in division (G) below.

(D) Whenever backflow prevention devices required by this subchapter are found to be defective, they shall be repaired or replaced at the expense of the consumer without delay.

(E) The water consumer must maintain a complete record of each backflow prevention device that has test cocks, from purchase to retirement. Records of inspections, tests, repairs and overhauls performed by others shall be submitted to the city's Water Department annually.

(F) Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective.

(G) Lawn irrigation backflow devices designed with testing cocks shall be inspected and tested at the time of installation and at least every 3 years thereafter. The tests shall be performed by a state-certified backflow prevention device tester and will be at the expense of the water consumer.

(H) Further regulations concerning the installation of sprinkler systems and backflow prevention devices are found in the latest edition of the Uniform Plumbing Code.

## **§ 52.079 VIOLATIONS; ABATEMENT ACTIONS.**

(A) The city's Water Department or water purveyor shall have the right to deny or discontinue, after 10 days' notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by this subchapter is not installed, tested and maintained in a manner acceptable to the city's Water Department; if it is found that the backflow prevention device has been removed or bypassed; if an unprotected cross connection exists on the premises; or if the consumer fails to provide the periodic survey as requested according to § 52.081 of the subchapter.

(B) Water service to the premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with this subchapter to the satisfaction of the city's Water Department.

(C) The appropriate state or local regulatory agency, City Manager Council shall be advised of inspection findings, and the violation abatement action pursued by the city's Water Department, and consulted prior to violation abatement action on items having to do with public health significance.

Section 3. That the City of McCook Code of Ordinances, Chapter 50, entitled "Municipal Utilities", in Title V "Departments", Section 50.01 Delinquent Bill Charges, shall be and hereby is amended to read as follows:

### **§ 50.01 DELINQUENT BILL CHARGES.**

All bills of the city for utility service charges shall be delinquent if not paid by 4:00 P.M., twenty-two (22) days after the date of the bill. If said date falls on a weekend or holiday, payment will be accepted until 4:00 P.M. on the next business day. All utility service charges not paid within that time shall incur an administrative handling charge as set forth in Chapter 38, Fee Schedule to reflect the additional costs incurred by the city in rebilling, sending delinquency notices, and otherwise handling the unpaid account. Payment of this handling charge will be required to avoid disconnection, and before reconnection.  
(Prior Code, § 3-1103) (Ord. 2006-2782, passed 11-6-2006)

Section 4. That the City of McCook Code of Ordinances, Chapter 38, entitled "Fee Schedule", in Title III "Administration", Appendix C: Delinquent Bill Charges, shall be and hereby is amended to read as follows:

### **APPENDIX C: DELINQUENT BILL CHARGES.**

All bills of the city for utility service charges shall be delinquent if not paid by 4:00 P.M., twenty-two (22) days after the date of the bill. If said date falls on a weekend or holiday, payment will be accepted until 4:00 P.M. on the next business day. All utility service charges not paid within that time shall incur an administrative handling charge of \$15 to reflect the additional costs incurred by the city in rebilling, sending delinquency notices, and otherwise handling the

unpaid account. Payment of this handling charge will be required to avoid disconnection, and before reconnection.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer