

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, April 3, 2023  
5:30 PM - City Council Chambers**

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Walter Ray, McCook Baptist Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
2. Proclamations.
  - A. Approve the proclamation designating the month of April 2023 as “Child Abuse Prevention Month” in the City of McCook and authorize the Mayor to sign.
  - B. Proclaim the week of April 9 - 15, 2023, as "National Public Safety Telecommunicators Week" and authorize the Mayor to sign.
  - C. Approve the proclamation designating the week of April 9 -15, 2023 as "Public Transit Week" in the City of McCook and authorize the Mayor to sign.
3. Consent Agenda.

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

  - A. Approve the minutes of the March 20, 2023 regular City Council meeting and the February 10, 2023 special City Council meeting.
  - B. Receive and file the claims for the month of February 2023, published March 24, 2023.
  - C. Receive and file the Property Damage Incident Form from Miguel Camacho and instruct that it be submitted to the City’s insurance carrier for review and appropriate action.
  - D. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a corporate reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on May 5, 2023 from 2:00 P.M. to 11:00 P.M.
  - E. Accept the minutes of the January 11, 2023 Library Advisory Board meeting.

- F. Ratify the Mayor's appointments to the Parks Advisory Board - reappoint Mark Friehe and Tom Bredvick - terms expire May 2026 and to the Tree Advisory Board - reappoint Dan Dueland, Johanna Scott, and Larry Eisenmenger - terms expire April 2028.
  - G. Award bid and approve the purchase of one (1) new 4-wheel drive Airport Rescue and Firefighting (ARFF) vehicle to Unruh Fire, Inc., who submitted the lowest responsible bid of \$375,381.98.
  - H. Approve Bid Specifications and Documents for one (1) new 4-wheel drive Type I Ambulance and set the date to receive bids as April 26, 2023 at 2:00 P.M.
  - I. Approve Resolution No. 2023-04 adopting the Title VI - Non-Discrimination Plan 2023 for the City of McCook Public Transit and authorize the Mayor to execute said plan on behalf of the City.
  - J. Adopt Resolution 2023-05 approving the McCook Municipal Center Information Technology Disaster Recovery Plan.
  - K. Appoint Charlie McPherson, Molly Smith, Gene Weedon, Linda Taylor, Kurt Vosburg, Troy Bruntz, and Nate Schneider to the comprehensive plan, zoning ordinance, and subdivision regulation selection committee.
4. Regular Agenda.
- A. Receive a request from Brian Radel to consider allowing sea containers in a Highway Commercial District and give direction to the staff.
  - B. Receive and file a Subaward Agreement between the State of Nebraska Department of Economic Development and the City of McCook for the purpose of supporting a Rural Workforce Housing Land Development project on the property located at 1200 West 4th Street (a/k/a Saint Catherine's lot); this project is being supported, in whole or in part, by federal award number SLFRP1965 awarded to the City of McCook, as a subawardee, of the funds awarded to the State of Nebraska (Department of Economic Development) from the U.S. Department of Treasury.
  - C. Update regarding the swimming pool and ballpark projects.
  - D. Hear a brief presentation from City Attorney regarding the Nebraska Open Meetings Act as it pertains to citizen comments and agenda items.
  - E. Ordinance No. 2023-3064 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2023-3064 upon its third and final reading.
    - 3. Chairperson declaration after vote, if approved.
  - F. Ordinance No. 2023-3065 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.
    - 1. Chairperson asks Clerk to read Ordinance by title.
    - 2. Consider approval of Ordinance No. 2023-3065 upon its third and final reading.
    - 3. Chairperson declaration after vote, if approved.
  - G. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:        2.A.**

Approve the proclamation designating the month of April 2023 as "Child Abuse Prevention Month" in the City of McCook and authorize the Mayor to sign.

---

**BACKGROUND:**

This proclamation is being presented at the request of Barb Ostrum, representing the Child Advocacy Team. She and members of their board will present the proclamation request at Monday's meeting.

**FISCAL  
IMPACT:**       None.

**APPROVALS:**

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

March 29, 2023

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

March 29, 2023

*Office of the Mayor  
McCook, Nebraska  
Proclamation*

**"CHILD ABUSE PREVENTION MONTH"**

WHEREAS, in fiscal year 2021, 375 reports were made to child protective services in Southwest Nebraska; and

WHEREAS, child abuse and neglect are a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of McCook including all of Southwest Nebraska; and

WHEREAS, child abuse can have long term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional and developmental well-being of children; and

WHEREAS, effective child abuse awareness activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make an effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Linda Taylor, Mayor of the City of McCook, Nebraska, do hereby proclaim the month of April 2023 as "**CHILD ABUSE PREVENTION MONTH**" in McCook Nebraska and urge all citizens of McCook, as well as all of Southwest Nebraska, to recognize this month dedicating ourselves to the task of improving the quality of life for all children and families.

Dated this 3<sup>rd</sup> day of April, 2023.

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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

CITY MANAGERS REPORT  
April 3, 2023, CITY COUNCIL MEETING

---

ITEM: ~~2.B.~~

RECOMMENDATION:

PROCLAIM THE WEEK OF APRIL 9-15, 2023, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AND AUTHORIZE THE MAYOR TO SIGN THE PROCLAMATION.

BACKGROUND:

Across the nation in times of intense personal crisis and community wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is 9-1-1. The local and county public safety communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

In October 1991 Congress passed H. J. Resolution 284 designating the Second week of April of each year as National Public Safety Telecommunication's Week.

The McCook Police Department is celebrating the second full week of April (9-15, 2023) as National Public Safety Telecommunication's Week. This week honors the thousands of men and women who respond to calls, dispatch emergency professionals and equipment, and render lifesaving assistance to citizens in the United States. We are enlisting the support of the City Council of McCook in the form of a proclamation to honor these men and women in the City of McCook for

FISCAL IMPACT:

None

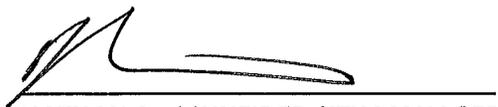
APPROVALS:



JOEL SMITH CHIEF OF POLICE

3/30/23

DATE



NATHAN A. SCHNEIDER CITY MANAGER

3/30/23

DATE

*Office of the Mayor  
McCook, Nebraska*

## *Proclamation*

### "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the McCook emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the McCook Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, Be It Resolved that the City Council of the City of McCook declares the week of April 9 through 15, 2023, to be National Public Safety Telecommunicators Week in McCook, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 3<sup>rd</sup> day of April, 2023.

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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT**  
**APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:        2.C.**

Approve the proclamation designating the week of April 9 - 15, 2023 as "Public Transit Week" in the City of McCook and authorize the Mayor to sign.

---

**BACKGROUND:**

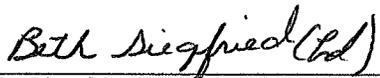
City of McCook Public Transit has provided public transit for many years within the City Limits to riders of all ages and economic backgrounds. It is a service which is very much appreciated by many. For many in the City of McCook, public transit provides a connection to medical care, education, jobs, and mobility in their day-to-day lives.

Nebraska's public transit proved its essential nature in 2022 with over 4 million passenger boardings as transit providers drove nearly 10 million miles to get Nebraskans to their destinations safely. Public transit options, in both rural and urban communities, are vital to those who do not own or cannot use a personal vehicle.

Transit professionals must maintain stringent educational requirements and standards. Recognition needs to be extended to the City of McCook Transit Drivers, Dispatcher and Manager. We would like to increase awareness of public transit in McCook.

**FISCAL  
IMPACT:**       None.

**APPROVALS:**

  
\_\_\_\_\_  
Beth Siegfried, Senior Services Director

March 29, 2023

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

March 29, 2023

*Office of the Mayor  
McCook, Nebraska*

## *Proclamation*

### "PUBLIC TRANSIT WEEK"

WHEREAS, public transit provides Nebraskans access to medical, business, employment, social and supportive services; and

WHEREAS, public transit allows individuals to remain independent, contributes to economic development, reduces traffic congestion, decreases carbon emissions, and improves rural and urban mobility; and

WHEREAS, public transit provides the only public transportation service to many of the smaller towns and rural counties in Nebraska; and

WHEREAS, Nebraska is served by two urban transit systems, five small urban transit systems, and 55 rural transit systems in 88 Nebraska counties; and

WHEREAS, the City of McCook has provided public transit to its citizens since 1974; and

WHEREAS, McCook Public Transit traveled 16,356 miles during 2022, providing 5,680 boardings; and

WHEREAS, of those boardings, 276 were wheelchair patrons; and

WHEREAS, McCook Public Transit employees must maintain stringent educational requirements and standards; and

WHEREAS, the City of McCook recognizes the important role that its public transit professionals play, and wishes to acknowledge that role; and

WHEREAS, public transportation in the state is provided by the collaborated efforts of the Nebraska Department of Roads and Federal Transit Administration to provide resources to transport individuals every day.

NOW, THEREFORE, Be It Resolved that the City Council of City of McCook declares the week of April 9 through 15, 2023 to be "Public Transit Week" in the City of McCook and do hereby urge all citizens to increase their understanding and awareness of their local transit systems, and the many services provided.

Dated this 3<sup>rd</sup> day of April, 2023.

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

\_\_\_\_\_  
Linda Taylor, Mayor

ATTEST:

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

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:        3.A.**

Approve the minutes of the March 20, 2023 regular City Council meeting and the February 10, 2023 special City Council meeting.

---

**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 29, 2023

McCook City Council  
March 20, 2023  
5:30 P.M. Central

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

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

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Library Director Crocker, Utilities Director Fawver, Fire Chief Harpham, Public Works Director Potthoff, Water Superintendent Riggs, Senior Services Director Siegfried, Police Chief Smith, and Wastewater Treatment Plant Operator White.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on March 16, 2023, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Taylor announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Following the Pledge of Allegiance to the flag of the United States of America and the invocation provided by Kyle Dellevoet, pastor of the McCook Christian Church, Mayor Taylor called the meeting to order.

**1. Announcements & Recognitions.**

There were no announcements or recognitions.

**2. Consent Agenda.**

Motion to approve the consent agenda. This motion, made by Weedon and seconded by Rambali, passed.

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

2.A. Approve the minutes of the March 6, 2023 regular City Council meeting.

2.B. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Anniversary Reception at Lewis Motor

Sports, 401 N. Hwy. 83, on April 1, 2023 from 12:00 P.M. to 10:00 P.M.

- 2.C. Approve and application from Viaero Fiber Networks LLC to occupy city right-of-way for the purpose of installing new fiber optic cable, conduit, and ground level vaults from West 11th Street to 500' east of East 11th Street.
- 2.D. Approve the Interlocal Agreement between the City of McCook, Hitchcock County, and Hayes County for the use of the NCIC (National Crime Information Center) services and costs associated therewith.
- 2.E. Receive and file letter from Karen K. Barrett, Tax Specialist for the Nebraska Department of Revenue, as a reminder that McCook's local sales and use tax rate will increase from 1.5% to 2% on April 1, 2023.

**3. Regular Agenda.**

- 3.A. Approve the issuance of an RFP for comprehensive plan, zoning regulations, and subdivision regulations consulting services.

Motion to approve the issuance of an RFP for comprehensive plan, zoning regulations, and subdivision regulations consulting services. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

- 3.B. Update regarding the swimming pool, ballpark, and park projects and matters.

City Manager Schneider gave an update regarding the swimming pool, ballpark, and park projects and matters.

Staff met this past week with Andy Smith, Lamp Rynearson and Fritz Caspar, Carrothers Construction to discuss pool construction concepts, Andy will contact the Pool Committee to begin work with them to develop the proposed contract and the guaranteed maximum price; the final report for the CCCFF Planning Grant has been submitted and no word has been received regarding the submission for the pool construction grant to them; Austin McKillip with Cline Williams, the City's attorney preparing the agreement for transfer of the completed Ballpark Complex to the City, plans are being made to meet with the City, the College Foundation, College, and the Benjamin's this week to discuss the agreement; and the Parks Advisory Board met on March 16 and discussion was held regarding an all-inclusive playground proposed for Kelley Park.

- 3.C. Ordinance No. 2023-3064 providing for the amendment of Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3064 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3055 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2023-3064 has been read by title and I move to approve upon its second reading. This motion, made by Weedon and seconded by Muehlenkamp, passed.

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

YEA: 5, NAY: 0

3.D. Ordinance No. 2023-3065 providing for the amendment of Chapter 38: Appendix D, Sewer Department Rates and Fees.

Mayor Taylor asked the Clerk to read Ordinance No. 2023-3065 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3037 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

Ordinance No. 2023-3065 has been read by title and I move to approve upon its second reading. This motion, made by Muehlenkamp and seconded by Calvin, passed.

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

YEA: 5, NAY: 0

3.E. Council Comments.

Councilmember Weedon stated that he had received several compliments on the St. Patrick's day meal served at the Senior Center this past week and Mayor Taylor thanked all staff for all they do to keep the City of McCook running, it is good to know that we have great people to doing an excellent job for the City.

### **Adjournment.**

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 5:51 P.M.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

McCook City Council  
February 10, 2023  
Special Meeting  
8:00 A.M. Central

A MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, special, and public session at 8:00 o'clock A.M. in the City Council Chambers.

Present: Mayor Taylor, Councilmembers Weedon, Rambali.

Absent: Councilmembers Calvin, Muehlenkamp.

City Officials present: City Manager Schneider, Assistant City Manager Koetter, Utilities Director Fawver, and Wastewater Treatment Plant Operator White.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on February 9, 2023, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council. 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.

**1. Tours of Wastewater Treatment Plants at Lexington and Broken Bow.**

Councilmembers and City Staff, along with representatives of Miller and Associates, traveled to the two facilities to review their plant operations. The tour was conducted at the Lexington facility first, followed by the Broken Bow facility.

**Adjournment.**

The meeting was adjourned upon returning to the McCook Municipal Center.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT  
APRIL 3, 2023 2022 CITY COUNCIL MEETING**

---

**ITEM:        3.B.**

Receive and file the claims for the month of February 2023, published March 24, 2023.

---

**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

March 29, 2023

CITY OF MCCOOK  
CLAIMS FOR FEBRUARY 2023

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

20/20 TECHS-SC 24417.00; ACE-S 895.49; ACME PRINTING-S 262.60; AKRS-S 1055.70, SC 321.17; ALMQIST, MALTZAHN, GALLOWAY & LUTH SC 25700.00; AMERICAN AG LAB-SC 1131.89; AMERICAN FENCE-S 242.00; AMERITAS-CLAIMS-SC 5904.80; AMERITAS DENTAL-SC 588.00; ANYTIME TRI-STATE TOWING-SC 390.00; APCO INT'L-SC 444.00; APPLIED CONNECTIVE TECH-SC 75.00; ARROW CAR WASH-S 13.95; BARCO MUNI PRODUCTS-S 792.42; BAUM HYDRAULICS-S 184.71; BENEFIT PLANS, INC-S 100.00; BETTER HOMES & GARDENS-S 36.27; BLACK HILLS ENERGY-SC 11187.55; J BORTNER-SC 2075.00; BW TELECOM-SC 144.14; C&K-S 90.49; CAMBRIDGE TELEPHONE-SC 234.12; CARQUEST-S 2268.68; CASH WA-S 14726.39; CDW-G-SC 895.85; CENTURY LINK-SC 756.55; CHECKSFORLESS-S 98.95; CITY OF MCCOOK-PS 394248.58; CITY SELF INS-BT 166893.75; UTILITIES-SC 2798.21; CLINE WILLIAMS, WRIGHT JOHNSON-SC 2199.00; CONSOLIDATED MANAGMENT-SC 48.75; CORNHUSKER CLEANING-S 102.31; CREATIVE PRODUCT SOURCING-SC 1194.87; J. CROCKER-SC 42.54; D & S HARDWARE-S 1971.57, SC-65.81; DAS ACCT-SC 852.00; DEVENY CHRYSLER-S 115.48; DIAMOND LAKE BOOKS-S 296.34; DIAMOND VOGEL-S 158.24; D. DOWNING-SC 30.00; EAKES-S 132.74, SC 237.58; FASTENAL-S 262.51; FICA-PS 20205.95; FRENCHMAN VALLEY COOP-S 27533.64; FRONTIER COMM-SC 48.19; FULL CIRCLE TRAINING-SC 149.00; GALLS-S 302.45; GARRISONS-S 190.00; GARVER-SC 13886.93; GOOGLE SVCS-SC 513.28; GRAHAM TIRE-S 3806.96; GREAT PLAINS COMM-SC 2859.99; K HANSEN-SC 212.50; HENNING BROS-SC 59.00; HG KLUG AND SONS-S 1894.14; HIGH PLAINS RADIO-SC 58.00; K HODGSON-S 50.00; HOLIDAY INN-SC 479.80; HOMETOWN LEASING-SC 757.83; IDEAL LINEN-S 118.48; IIMC-SC 185.00; IPMA-HR-SC 395.00; J BAR J LANDFILL-SC 38530.17; JONES AND BARTLETT PUBLISHERS-S 3154.95; K & C GRAIN-S 14816.88; K-C MOTOR AND ELEC-S 32.24, SC 1220.00; L KINNE-S 50.00; T. KOETTER-SC 341.25; KOHL'S AUTO-S 173.80; KOHLER TRAILER SALES-SC

2712.68; D. KORTE-SC 406.63; LCL TRUCK EQUIP-SC 571.09; LIFE-ASSIST-S  
626.23; MARC-S 233.86; R. MARIS-SC 95.63; MATHESON-LINWELD-S 198.38; MATT  
PARROT/STOREY KENWORTHY-S 253.09; MC CLINIC-SC 297.52; MC GAZETTE-SC  
762.48; MC HUMANE SOCIETY-S 4312.32; MPPD-SC 1068.19; MC NET SC 69.95; T.  
MCGINLEY-SC 30.00; MCKESSON MEDICAL-S 329.47; MEDICARE-PS 5501.88;  
MEAD-S 1112.12; MICROMARKETING-S 1306.83; MIDAMERICA BOOKS-S 138.27;  
MIDWEST CONNECT-S 320.51, SC 1928.70; MOUSEL, BROOKS, SCHNEIDER,  
MUSTION, SCHIFFLET-SC 5128.00; MUNICIPAL SUPPLY-S 8852.38; MUTUAL OF  
OMAHA-SC 951.63; NDEE-SC 300.00; NE DEPT REV-SALES TAX-SC 9008.55; NE  
LIBRARY COMM-SC 2300.00; NE PUBLIC HEALTH-SC 19.00; NE RURAL WATER  
ASSN-SC 550.00; NE STATE HISTORICAL SOC-S 35.00; NE LAW ENFORCEMENT  
INTEL-SC 709.20; NE SALT AND GRAIN-S 3863.40; NEBRASKALAND TIRE-S 737.53;  
NEW LIFE-S 101.97; NTL' FIRE PROTECTION-SC 1552.50; NICK'S DIST-S 447.95;  
NMC-S 867.34; NPPD-SC 31690.15; NWEA-SC 900.00; O'REILLY-S 35.99; ONE  
BILLING SOL-SC 4097.59; ONE CALL-SC 20.68; PARDE ELECTRIC-S 142.86;  
PAULSEN INC-S 408.72; PAVEMENT REPAIR & SUPPLIES-CO 3375.00; PLATTE  
VALLEY COMM-S 310.00; QUALITY URGENT CARE-SC 125.00; QUILL-S 194.37; D.  
RAMBALI-SC 341.25; RAVENSWOOD ELEC-S 112.50; RED WILLOW CO CRT-SC  
34.00; RUGGLES TRAILER SALES-SC 2607.88; RUTT'S HEATING & AC-S 2112.00;  
SANDRY FIRE SUPPLY-SC 788.76; N. SCHNEIDER-SC 50.00; SNELL SRVS-S  
525.98; SOUTHWEST FARM & AUTO-S 494.94; SOUTHWESTERN EQ CO-S 971.37;  
TASTE OF HOME-S 33.15; L TAYLOR-SC 331.25; TERRY'S AUTO REPAIR-S 30.00;  
THE RADAR SHOP, INC-S 750.00; TRI CITY SIGN CO-CO 14937.50; TYLER TECH-  
SC 210.00; UMR-SC 221250.63; US FOODS-S 970.36; UTILITY REFUNDS-74.65;  
VOICE PRODUCTS-SC 3751.42; VOLZ-S 5208.49; WAGNER CHEVY-S 297.84;  
WALMART-S 1659.18; WEATHERCRAFT-S 120.00; WITMER PUBLIC SAFETY-S  
260.00.

-s- Lea Ann  
Doak City Clerk

Publish: MARCH 24, 2023

**CITY MANAGER'S REPORT  
JULY 5, 2022 CITY COUNCIL MEETING**

---

**ITEM:**        3.C.

Receive and file the Property Damage Incident Form from Miguel Camacho and instruct that it be submitted to the City's insurance carrier for review and appropriate action.

---

**BACKGROUND:**

Attached to this report you will find the Notice of Claim received from Miguel Camacho.

**FISCAL  
IMPACT:**    None.

**APPROVALS:**

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

March 29, 2023

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

March 29, 2023



## PROPERTY DAMAGE INCIDENT FORM

PHONE NO.: 308-345-2022, ext. 224 EMAIL: [burkey@cityofmccook.com](mailto:burkey@cityofmccook.com)

FAX (303)345-1461

### INCIDENT INFORMATION

LOCATION OF INCIDENT STREET: 301 W 3 <sup>rd</sup> St	DATE OF INCIDENT 01-05-2023	TIME OF INCIDENT 8:50
CITY, STATE, ZIP: MCCOOK NE 69001	POLICE OR FIRE DEPARTMENT CONTACTED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
COUNTRY: Red Willow	NAME OF REPORTING OFFICER:	
POLICE REPORT NUMBER:		
DESCRIBE LOCATION OF INCIDENT: Flood		

### REPORTING INDIVIDUAL INFORMATION

NAME: Miguel Camacho	PHONE NUMBER: 720 429 5225
STREET ADDRESS: 408 W 3 <sup>rd</sup> St	CELL PHONE NUMBER: 720 429 5225
CITY, STATE, ZIP: MCCOOK NE 69001	DATE OF BIRTH: 09-15-1987

### PROPERTY DAMAGE

DESCRIPTION OF PROPERTY DAMAGED: floors, walls, Doors, Pipes, air and heating Ducts, water heater, heating, Basement ceiling, stairs, some Power lines
ESTIMATE VALUE:

### CLAIM DETAILS What Happened: (Give as much detail as possible, include photos and witness information if applicable):

I am using my building as storage, I went to place some things and I realized that everything was flooded, for some reason someone from the city turned on the water current and the lines of my building burst
---

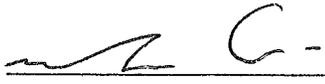
WITNESSES (Include written statements if applicable)

NAME: <u>Mayra Beltran</u>	NAME: <u>Marco Camacho</u>
ADDRESS: <u>408 w 3<sup>rd</sup> st</u>	ADDRESS: <u>1106 w Fst Apt F</u>
CITY, STATE, ZIP: <u>mccook NE</u>	CITY, STATE, ZIP: <u>mccook NE</u>
PHONE NUMBER: <u>720 429 5225</u>	PHONE NUMBER: <u>3087376640</u>

city Employee

city Employee

NAME:	NAME:
ADDRESS:	ADDRESS:
CITY, STATE, ZIP:	CITY, STATE, ZIP:
PHONE NUMBER:	PHONE NUMBER:

  
Signature of Reporting Individual

03-16-2023  
Date Submitted

MJJ CONCRETE  
CONSTRUCTION

71859 calabria drive  
mccook ne 69001

# INVOICE

Billing to: miguel camacho  
212 w c st  
Mccook ne 69001

Invoice: 2023 -0017

Invoice date: 02/02/23

Past due: 02/02/24

DESCRIPTION	PRICE	QUANTITY	AMOUNT
-------------	-------	----------	--------

drywall installation labor	\$0	0	\$15,226.00
----------------------------	-----	---	-------------

drywall Materials	\$0	0	\$8,900.00
-------------------	-----	---	------------

framing materials	\$0	0	\$0.00
-------------------	-----	---	--------

replace stairs	\$0	0	\$2,500.00
----------------	-----	---	------------

Subtotal \$27,576.00

7.015% TAX \$924.00

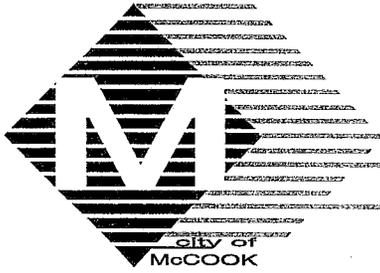
**TOTAL \$28,500.00**

Thank you for trusting!

MANUEL RODRIGEZ  
308 340 2989

71859 calabria drive mccook ne 69001  
azustorres1@outlook.com

301 W 3rd



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

Reference: 301 West 3

To Whom it May Concern,

Request for Disconnection:	7/9/2021
Service Order for Disconnection:	7/9/2021
Service Order marked Completed in System:	7/9/2021
Property Sold Date:	12/17/2021
Leak Noticed:	1/5/2023
Request for Disconnection due to Leak:	1/5/2023
Service Order marked Completed in System:	1/5/2023

Jessica Cock

Utility Billing Clerk

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:**        3.D.

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a corporate reception to be held at the McCook Municipal Auditorium, 302 West 5<sup>th</sup> Street, on May 5, 2023 from 2:00 P.M. to 11:00 P.M.

---

**BACKGROUND:**

Ambriz Ventures will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications. Approval of this request is also approving consumption of alcohol in the auditorium.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 29, 2023

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

March 29, 2023

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Ambriz Ventures, LLC**

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

**312 Norris Ave., McCook, NE 69001**

Retail Liquor License Address or Non-Profit Business Address

**CK #124450**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 05-05-23  
Event Date(s): \_\_\_\_\_  
Event Start Time(s): 2:00 pm \_\_\_\_\_  
Event End Time(s): 11:00 pm \_\_\_\_\_

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: **McCook City Auditorium**

Event Street Address/City: **302 W. 5th St., McCook, NE 69001**

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

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

Type of Event: **Corporate Reception** Estimate # of attendees: **1,000**

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: **Andrew Ambriz** Event Contact Phone Number: **402-922-0774**

Event Contact Email: **andrew@sehnerts.com**

\*Signature Authorized Representative: *Andrew Ambriz* Printed Name **Andrew Ambriz**

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

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

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

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:        3.E.**

**RECOMMENDATION:**

Accept the minutes of the January 11, 2023 Library Advisory Board meeting.

---

**BACKGROUND:**

Accept minutes from the various board and commission meetings.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

---

Lea Ann Doak, City Clerk

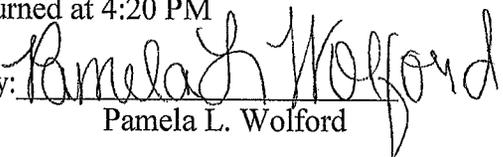
March 29, 2023

**McCook Public Library Advisory Board Meeting Minutes**  
**January 11, 2023 at 4:00 PM CDT**

1. **Call to order / attendance:** Mary Dueland called the meeting to order with Jody Crocker, Staci Blomstedt, Sharon Bohling, and Pam Wolford in attendance.
2. **Opportunity for Comments from the Public:** None
3. Notice of the meeting was given in advance thereof by publication in the *McCook Gazette* on January 6, 2023, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Library Board. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.
4. **Read and Approve November 9, 2022 meeting minutes:** Staci made the motion to approve the minutes with a second by Mary. The minutes were accepted 4-0.
5. **Open discussion from board members on items not on the agenda:** None
6. **Unfinished Business:** None
7. **Director's Report and update on upcoming activities:**  
**Council Report:** The Western Sun (Panhandle area) published that according to state statute, the Library Board is to make an annual report to the City Council. On February 6, Jody will summarize what she sends into the Library Commission for the Council to keep on file.  
  
**Director's Report:** 1. Pam Wolford's term is up and she agreed to be on the Library Board again. 2. The heat/boiler is on and fixed again. 3. The "1000 Books" celebration was not held due to weather. Prizes were distributed anyway. 4. Holiday prize winners were given their prizes as well. 5. The Tuesday group picked up holiday prizes as well. 6. The Preschool reading time has low numbers but changes will be made. 7. There will be a Valentine coloring contest. 8. The Christmas story boards are still up and as soon as the weather improves, the new story boards will go out. 9. "Make and Take" for summer reading will go to Grand Island next Friday, January 20. Jody showed us some of the items she will take. 10. Mandy Dame has been hired to take Azure's place as a cataloger. 11. Inventory starts soon. 12. Buffalo Commons will be at the library this summer. 13. The laser cutter has been used recently. Staci helped the patron. 14. The no-fine for late books will go into effect in February.
8. **New Business:** None

9. **Set date for next board meeting:** The next meeting will be Wednesday, March 8, 2023 at 4 PM.

10. **Meeting adjournment:** The motion was made by Staci to adjourn, and the meeting was adjourned at 4:20 PM

Secretary:   
Pamela L. Wolford

t

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:**            **3.F.**    

**RECOMMENDATION:**

Ratify the Mayor's appointments to the:

- Parks Advisory Board - reappoint Mark Friehe and Tom Bredvick - terms expire May 2026;
  - Tree Advisory Board - reappoint Dan Dueland, Johanna Scott, and Larry Eisenmenger - terms expire April 2028
- 

**BACKGROUND:**

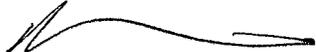
The Mayor has contacted all appointees and they are willing to serve on the various boards.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

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

March 29, 2023

  
\_\_\_\_\_  
Nathan Schneider, City Manager

March 29, 2023

## PARKS ADVISORY BOARD

CAITLIN WHITEHEAD

712 Norris Avenue

Appointed - August 2019

Reappointed July 2021

Term Expires - May 2024

[caitlin.whitehead1@gmail.com](mailto:caitlin.whitehead1@gmail.com)

Replaced Elizabeth Yilk

(720)448-0797 (C)

308-345-8817 (W)

TRICIA WAGNER

803 West "R" Street

Appointed - December 2022

Term Expires - May 2024

Replaced Natalie Smith

JEREMY LABRIE

519 Norris Avenue

Appointed - September 2020

Reappointed - January 2023

Term Expires - May 2025

[jeremy.labrie@yahoo.com](mailto:jeremy.labrie@yahoo.com)

Replaced Bill Larington

402-209-0451

MARK FRIEHE

Frenchman Valley Coop

PO Box 760

Appointed - June 1996

Reappointed - April 2020

Term Expires - May 2026

[mfriehe@fvcoop.com](mailto:mfriehe@fvcoop.com)

340-5710 (C)

345-1826 (H)

345-4060 (O)

TOM BREDVICK

302 Elizabeth Lane

Appointed - June 2021

Reappointed - April 2023

Term Expires - May 2026

\*Denotes Chairperson

3 yr. terms

## TREE ADVISORY BOARD

LARRY EISENMENGER  
1613 Centennial  
Appointed - December 2022 (replaced Connie Discoe)  
Reappointed - April 2023  
Term Expires - April 2028

DAN DUELAND\*  
903 West 12th Street  
Reappointed - April 2023  
Term Expires - April 2028  
[ddturf@yahoo.com](mailto:ddturf@yahoo.com)

345-1378 (H)  
340-3497 (Cell)

JOHANNA SCOTT  
502 Pawnee Drive  
Appointed - June 2021  
Reappointed - April 2023  
Term Expires - April 2028  
[kjscott@gpcom.net](mailto:kjscott@gpcom.net)

308-655-0671 (C)  
345-1555 (W)

LEIGH FARRELL  
1112 Country Club  
Appointed - July 2005  
Reappointed - July 2020  
Term Expires - April 2025  
[leigh@farrellrx.com](mailto:leigh@farrellrx.com)

345-2120 (H)  
345-1781 (W)

ASHLEY SYDOW  
309 East "K" Street  
Appointed - September 2020 (Replaced Mary Pate)  
Term Expires - April 2025  
[sydow2008@gmail.com](mailto:sydow2008@gmail.com)

308-293-1145

\*Denotes Chairperson  
5 yr. terms

CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING

---

ITEM: 3.G.

RECOMMENDATION:

Award of bid and approve the purchase of one new 4-wheel drive Airport Rescue and Firefighting (ARFF) Vehicle to UNRUH FIRE who submitted the lowest responsible bid of \$375,381.98.

---

BACKGROUND:

The bid specifications for a new 4-wheel drive ARFF vehicle were approved at the March 6, 2023, City Council meeting.

This new ARFF will replace a 1996 E-ONE International ARFF that currently provides primary response fire protection for all aircraft incidents or any type of fuel-fed fire. The new ARFF will be built on a smaller chassis while still offering the same type and amount of extinguishing agents for the specific type fires.

Four bid packets were sent out and only one was received. Bids were opened at 2:30 p.m. on March 28, 2023, and UNRUH FIRE submitted the lowest responsible bid in the amount of \$375,381.98 with a delivery date of March 23, 2025.

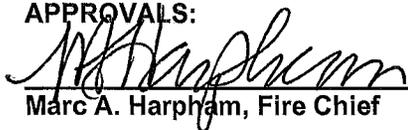
FISCAL  
IMPACT:

This item is currently funded in the F.Y. 2022-23 budget for the fire department under capital outlay funds in the amount of \$80,000 for a down payment and the remaining balance will be financed. \$295,381.98

RECOMMENDATION:

Award of bid and approve the purchase of one new 4-wheel drive Airport Rescue and Firefighting (ARFF) Vehicle to UNRUH FIRE who submitted the lowest responsible bid of \$375,381.98.

APPROVALS:

  
\_\_\_\_\_  
Marc A. Harpham, Fire Chief

29 March 2023  
Date

\_\_\_\_\_  
Lea Ann Doak, City Clerk  
  
\_\_\_\_\_  
Nate Schneider, City Manager

\_\_\_\_\_  
Date  
3-30-23  
Date

CITY MANAGER'S REPORT  
APRIL 3, 2023, CITY COUNCIL MEETING

---

ITEM # 3.H.

RECOMMENDATION:

Approve Bid Specifications and Documents for one new 4-wheel Type I Ambulance and set the date to receive bids as April 26, 2023, at 2:00 P.M.

---

BACKGROUND:

On February 6, 2023, the McCook City and Volunteer Fire Department received notification from Nebraska Department of Health and Human Services Division of Public Health that we were awarded a \$75,000 grant to purchase an ambulance in accordance with the Nebraska Ambulance and Equipment Grant Program. Delivery of the ambulance must happen by September 30, 2026. To move forward with the agreement, we must notify DHHS by February 28, 2023. There was a total of \$20 million awarded to department across Nebraska under this grant.

This new ambulance will replace a 2007 Type 1 Osage ambulance and will be updated to meet all of the current safety requirements and disinfectant requirements set out by the Department of Health and Human Services and the National Fire Protection Agency.

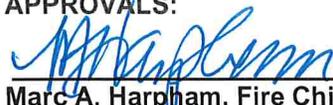
FISCAL  
IMPACT:

This item is currently funded in the F.Y. 2022-23 budget for the fire department under capital outlay funds in the amount of \$75,000 received from the NDHHS Ambulance and Equipment Grant Program.

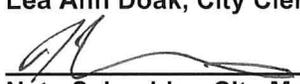
RECOMMENDATION:

Approve Bid Specifications and Documents for one new 4-wheel Type I Ambulance and set the date to receive bids as April 26, 2023, at 2:00 P.M.

APPROVALS:

  
\_\_\_\_\_  
Marc A. Harpham, Fire Chief

29 MARCH 2023  
Date

Lea Ann Doak, City Clerk  
  
\_\_\_\_\_  
Nate Schneider, City Manager

\_\_\_\_\_  
Date  
3-30-23  
Date

**CITY OF MCCOOK**

**BID SPECIFICATIONS**

**ONE (1) NEW 4-WHEEL DRIVE  
TYPE I AMBULANCE**

**APRIL 3, 2023**

## NOTICE TO BIDDERS

The City of McCook is accepting sealed bids for one (1) new 4-wheel drive Type I Ambulance. Bids will be accepted by the City Clerk at the McCook City Offices until 2:00 P.M. on April 26, 2023 and then such bids shall be publicly opened and read aloud in the City Council Chambers, McCook Municipal Center. Specifications and instructions to bidders are on file in the office of the City Clerk.

The Council reserves the right to reject any or all bids and to waive any irregularities.

-s-     Lea Ann Doak  
          City Clerk  
          P.O. Box 1059  
          505 West "C" Street  
          McCook NE 69001-1059

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

## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to the City as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
- 1.4. Bidding Documents - includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form.

### 2. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon the City's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

### 3. Interpretations and Addenda.

- 3.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Marc Harpham, Fire Chief. Interpretations or clarifications in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Clerk as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

### 4. Bid Form.

- 4.1. The Bid Form is included with the Bidding Documents.
- 4.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 4.3. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 4.4. The address and telephone number of communications regarding the Bid must be shown.

**5. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with "*BID ON ONE (1) NEW TYPE I AMBULANCE*", and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

**6. Modification and Withdrawal of Bids.**

Bids may be modified or withdrawn by an appropriate document fully executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted any time prior to the opening of Bids.

**7. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly in the City Council Chambers, McCook Municipal Center. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**8. Award of Bid.**

- 8.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if City believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 8.2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 8.3. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders.
- 8.4. If the bid is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

**9. Delivery.**

- 9.1. The Fire Safety Simulator, shall be F.O.B., McCook, Nebraska, and shall not include any federal excise or state sales tax.
- 9.2. A tax exemption certificate will be furnished by the City of McCook.

## AMBULANCE SPECIFICATIONS

### SPECIFICATIONS FOR A NEW EMERGENCY MEDICAL VEHICLE:

QUANTITY	DESCRIPTION
----------	-------------

---

- |   |  |
|---|--|
| 1 | <b>AMBULANCE SPECIFICATIONS</b>  |
| 1 | <b>CHASSIS, 2024 FORD F-550 4X4, 193, DIESEL</b>   |
| 1 | <b>CHASSIS ORDERED WITH ALUMINUM WHEELS</b><br>The specified chassis is to be ordered to include OEM aluminum wheels.  |
| 1 | <b>PASS THROUGH CAB/MODULE, F SERIES</b><br>Install a pass-through opening between the cab and module. Pass-through to include a bellows connection.                                 |
| 1 | <b>DIESEL EXHAUST FLUID FILL, F SERIES</b><br>Install a label next to the DEF fill stating that the fill is to be used for DEF only.   |
| 1 | <b>VALVE EXTENSIONS, ALUM WHEELS, F SERIES</b><br>Install stainless steel braided filler extensions on the rear tires. Fasten to the center wheel hub with stainless steel brackets. |
| 1 | <b>STANDARD CAB HEIGHT</b><br>The specified chassis will have the standard cab height.   |
| 1 | <b>MUD FLAPS, REAR, LARGE W/LOGO</b><br>Install individual rear mud flaps behind each set of rear wheels.  |
| 1 | <b>REINFORCE REAR BUMPER END CAPS</b><br>Reinforce end caps of rear bumper for greater impact resistance.  |
| 1 | <b>RUNNING BOARDS: ALD. F SERIES</b><br>Install heavy duty aluminum diamond plate running boards and splash shields.   |
| 1 | <b>REAR TOW HOOKS</b><br>Install (2) tow hooks rear of vehicle. Attach to bumper frame.  |

**1 REAR STEP/ BUMPER ASSEMBLY, F SERIES**

Install a diamond plate rear step/bumper assembly with flip-up center section.

**1 LIQUID SPRING SUSPENSION, F 550**

Install a Liquid Spring hydraulic rear suspension. Wire system to dump when the left rear entry door is opened. Install manual controls in the cab near the driver.

**1 RECEIVER/DRYER KIT, FORD F-SERIES CHASSIS**

Install standard receiver/dryer kit w/pressure switch in the air conditioning system.

**BODY**

**1 AMBULANCE BODY**

Conversion model is to be a 603F-I using a Ford F Series chassis. Body length is 167".

**1 CRASH BARRIER SAFETY CONFIGURATION**

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment. Install (2) adjustable shelves. Locate (1) at interior floor level, and (1) spaced evenly above.

Compartment to include standard LED strip lighting.

DEPTH MODIFICATIONS: Increase the depth of the upper portion of the crash barrier compartment. Increase so that the crash barrier compartment extends into the interior of the module by an additional 1.5"

**1 HEADROOM, 72"**

The headroom is to be 72".

**1 ALUM. DIAMOND PLATE AT SIDE STEPWELL**

Fabricate the stepping surface inside the side access door using polished aluminum diamond treadplate.

**1 DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT**

Fabricate curbside of body with 6" drop skirt. To include two step side entry.

**STREETSIDE 6" DROP SKIRT**

Fabricate streetside of body with 6" drop skirt.

**1 SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE**

Install standard sound control package.

**1 ROOF POCKET, AUXILIARY CONDENSER**

Install a roof pocket for a CoolTech I unit.

**1 PRIVACY WINDOWS, FIXED, REAR ENTRY DOORS**

Install privacy tinted solid fixed windows in the rear module access doors.

**1 PRIVACY WINDOW, SLIDING FOR SIDE ENTRY DOOR**

Install a sliding tinted privacy window in the side access door.

**2 EMERGENCY RELEASE, REAR DOORS**

Install standard emergency release knobs on top and bottom of the rear module entrance doors.

**1 EMERGENCY RELEASE, SIDE ACCESS DOOR**

Install emergency release knobs on top and bottom of the side module entrance door.

**1 DOOR HANDLES**

Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three-piece interior door panels on all access doors.

**1 VI-TECH MOUNTING, F SERIES**

Install standard Vi-Tech body mounts.

**1 MIRROR STAINLESS STEEL SPLASH SHIELDS**

Install #8 mirror stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

**1 FENDERS, STAINLESS, STD, CS 6" DROP SKIRT**

Install a stainless-steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheel well location.

**1 FENDERS, STAINLESS, STD, SS 6" DROP SKIRT**

Install a stainless-steel fender, for use in conjunction with a 6" drop skirt, at the streetside rear wheel well location.

**1 POLISHED STAINLESS RUB RAILS**

**1 STANDARD CORNER GUARDS**

Install standard height polished diamondplate corner guards.

**1 REAR DOOR HOLD OPENS, GRABBER**

Install chrome Cast Products "Grabber" style rear door hold opens.

**1 REAR RISER ADP**

The rear riser is to be fabricated out of polished aluminum diamond plate.

**COMPARTMENTATION**

**1 STREETSIDE FORWARD COMPARTMENTS**

The height of the streetside front compartment is to be the reduced. An electrical compartment is to be installed above the primary compartment. See drawings for compartment dimensions. Both compartments are to include standard LED strip lighting and single hinged doors. The upper compartment is to include a vent in the door. All electrical components usually installed in the intermediate compartment shall be relocated to this compartment.

**1 SS FORWARD COMPT. DIAMONDPLATE**

The streetside forward compartment is to be fabricated from diamond plate.

**1 ROK BACKBOARD STRAP STREETSIDE FRONT Forward of O2 cylinder Mount to secure customers extraction**

Install a Rok buckle style backboard strap in the designated compartment.

**1 SWEEP OUT COMPARTMENT FLOOR, SS FRONT**

Streetside forward compartment floor is to be sweep-out style.

**1 STREETSIDE INTERMEDIATE COMPARTMENT**

The height of the streetside intermediate compartment is to be the full available height to the bottom of the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.

**1 SS INTRMDT COMPT. DIAMONDPLATE**

The streetside intermediate compartment is to be fabricated from diamond plate.

**2 ADJUSTABLE SHELF STREETSIDE INTERMEDIATE Spaced Evenly**

Install diamond plate adjustable shelving in the streetside intermediate compartment. Locate as noted.

**1 STREETSIDE REAR COMPARTMENT**

The height of the streetside rear compartment is to be 3/4 of the available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.

**1 STREETSIDE REAR COMPARTMENT**

The dimensions of the streetside rear compartment are to be as shown in the drawings. Compartment is to include standard LED strip lighting and a single hinged door.

**1 SS REAR COMPT. DIAMONDPLATE**

The streetside rear compartment is to be fabricated from diamond plate.

- 1** Install a tray mounted to the SS rear interior door panel to accommodate a customer supplied stair chair. Install a buckle style strap to secure the chair to the door.  
Size for: Model 59-T EZ Glide

**1 SEAT BELT STRAP IN STREETSIDE REAR COMPARTMENT**

Install a seat belt strap in the streetside rear compartment per drawing for stair chair

**1 CURBSIDE REAR COMPARTMENT**

The height of the curbside rear compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.

**1 CURBSIDE REAR COMPT. FLAT ALUMINUM**

The curbside rear compartment is to be fabricated from flat aluminum.

**1 CURBSIDE REAR MODIFICATION: Widen the CS rear compartment 3" per drawing.**

**1 FIXED VERTICAL DIVIDER, CURBSIDE REAR Rear of sliding drawers and refrigerator**

Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted above.

**1 ROK BACKBOARD STRAP CURBSIDE REAR Rear of divider to hold LSB**

Install a Rok buckle style backboard strap in the designated compartment.

**1 RUBBER MATTING IN EXTERIOR COMPARTMENTS**

Ribbed black rubber matting will be installed on the floor and shelves of all exterior compartments.

**1 RUBBER WALLS IN BB COMPT, GRAY**

The interior of the backboard compartment is to be covered with gray rubber matting to protect equipment stored in this area.

**PAINT AND GRAPHICS**

**1 ADDITIONAL GRAPHICS:**

Install (2) custom logos on the rear module face.

Install (2) custom logos on the cab doors. (1 on each door)

Install (2) waving American flag logos on sides of the module towards the front. (1 on each side)

Install (1) custom logo on the passenger side front face.

Note: Graphics department to use their discretion for design, sizing and placements of graphics.

**1 CUSTOM STRIPE: Install a custom Scotchlite red vinyl stripe with black outline per reference photo. Graphics department is to use their discretion for placement and sizes.**

**1** Font - The font used for this unit will be Times New Roman-GSP ACCT AK REV. A

Font to match previous unit pictures that are in 'Graphics' folder in unit V drive

**1 CHASSIS PAINT: WHITE**

Chassis color to be standard white.

**1 MODULE PAINT, WHITE**

Paint module standard white to match chassis.

**1 DIAMONDGRADE CHEVRON, FULL REAR Red, White**

Install full rear body chevron pattern using Diamond grade material. Install inboard or vertical corner posts and below upper drip rail.

**1 PRINTED CHEVRONS**

Chevrons will be printed sheets ILO individual strips. Match red to red of design on sides of module.

Custom red stripe will be reflective.

Printed graphics will be Reflexite ILO Diamond Grade.

**1 16" Outlined Scotchlite Red Front Face of Body Times Bold - 7**

- 29 **12" Outlined Scotchlite Red Streetside of Body Times Bold - McCook Fire Department Paramedic**
- 29 **12" Outlined Scotchlite Red Curbside of Body Times Bold - McCook Fire Department Paramedic**
- 21 **12" Outlined Scotchlite Red Rear of Body Times Bold - McCook Fire Department 7**

**1 Gerber vision on rear windows**

Install Gerber vision with custom MC logo, pictures available upon request.

**3 STAR OF LIFE, 18" SS & CS Rear, rear of mod SS**

Install 18" star of life per quantity and location information above.

**3 ACCESS DOORS RED SCOTCHLITE STRIP**

Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.

**1 ACCESS DOORS R/W CHEVRON**

Install red/white Diamond grade chevrons on the inner door center panels of all entry doors.

**INTERIOR FEATURES**

**1 OTE UNIT: Install OTE 19511B unit in the following location:**

Install (1) OTE 19511B refrigerator into the rear of the bench seat recessed into the curbside rear compartment. Wire Hot to shoreline and ignition. This unit will have a standard key tumbler/lock.

Install OTE gauges above the units per drawing.

**1 ACRYLIC COLOR: CLEAR**

All Plexiglas cabinet doors to be clear.

**3 COUNTERTOP, MERAPI Fore and aft of CPR seat, Crash cabinet**

Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a polished finish. Color is to be Merapi. Locate as noted above.

**1 PAINTED STANDARD INHALATION AREA WALLS**

The main wall action area walls are to be painted to match the remainder of the interior cabinets.

**1 INHALATION PANEL, LAMINATE COVERED**

The inhalation panel is to be fabricated from composite material and covered with laminate to match to color selected.

**1 LONCOIN FLECKSTONE BLACK ONYX #150TS**

The patient area floor is to be covered in Loncoin Fleckstone Black Onyx #150TS.

**1 STAINLESS STEEL RISERS**

Install stainless steel on the interior risers. If a cabinet riser accent stripe is ordered the stainless steel will stop at the bottom edge of the stripe.

**1 STAINLESS STEEL LOWER DOOR PANELS**

Finish lower section of inside patient compartment doors with stainless steel.

**1 Wall Color**

Walls will be Wilsonart Slate Gray D91 ILO Fashion

**1 WILSONART FASHION GRAY #D381, WALLS**

The interior walls are to be made of reinforced structural composite board covered with Wilsonart

Fashion Gray #D381 laminate. This does not apply to areas surrounding the inhalation/CPR seat area.

**1 FASHION GREY CABINET COLOR**

All interior cabinetry is to be painted Fashion Grey.

**1 CABINET PAINT TO BE TEXTURED**

The specified cabinet paint is to have a textured finish.

**1 PRODIGY NU-RED VINYL COLOR**

All seat cushions, backrests and vinyl closeouts are to be covered in Prodigy Nu-Red colored material.

**1 STANDARD FIXED SEATBASE**

Install the standard aluminum fixed seat base for the attendant's seat specified.

**1 USSC Child, black 4-point, Nu-Red**

Install a Nu-Red USSC high back bucket seat with integral child safety seat and black 4pt seatbelt with safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.

- 1 4 POINT SEAT BELT FOOT OF BENCH, BLACK**  
Install black 4-pt seatbelt with safety vest at the foot position of the squad bench.
- 1 4 POINT SEAT BELT HEAD OF BENCH, BLACK**  
Install black 4-pt seatbelt with safety vest at the head position of the squad bench.
- 1 4 POINT SEAT BELT, CPR SEAT, BLACK**  
Install black 4-pt seatbelt with safety vest at CPR seat location.
- 1 ALUMINUM INTERIOR CABINETS**  
All interior cabinets are to be fabricated from aluminum.
- 1 TUBULAR AIRBAG, ATTENDANT'S SEAT**  
Install a tubular airbag at the attendant's seat. Unit uses an angled upper inhalation cabinet and includes a cabinet beneath the main countertop.
  
- 1 HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT**  
Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
- 1 ROLL SENSOR**  
Install the roll sensor in the standard location. Unit includes streetside airbags only.
- 1 TUBULAR AIRBAG, CPR SEAT LOCATION.**  
Install a tubular airbag forward of the CPR seat.
- 1 CABINET TRIM RADIUSED**  
Install smooth radiused trim molding on all applicable interior cabinets.
- 1 INFUSION PUMP RAIL**  
Install an infusion pump rail as noted.
- 1 Install an IV pump pole to the forward corner of the rear countertop to allow for customer supplied IV pump mounting.**
  
- 1 IV HANGER, CP WITH RUBBER ARM COT CHEST Per Drawing**  
Install a Cast Products recessed IV hanger with rubber arm over the cot chest area.
- 1 IV HANGER, CP WITH RUBBER ARM BENCH CHEST Per Drawing**  
Install a Cast Products recessed IV hanger with rubber arm over the bench chest area.
  
- 1 GRAB RAIL: (2) 2FT ANTI MIC. OVER COT Per Drawing**

Install (2) standard style 2' main grab rails with anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.

**1 GRAB RAIL: 6FT WITH ANTI-MIC, OVER BENCH PER DRAWING**

Install a standard style 6' main grab rail with anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.

**1 VERTICAL GRAB RAIL, 2' ANTI-MICROBIAL BOLSTER**

Install a standard style 2' grab rail with anti-microbial coating. Locate on the bench bolster at the side access door angled upward toward the forward end.

**1 PATIENT DOOR GRAB RAILS: ANTI-MICROBIAL**

Install standard 'V' shaped grab rails with anti-microbial coating. Locate on the interior door panels of all three patient entry doors.

**1 CEILING MATERIAL, PLATINUM WHITE COMPOSITE**

The standard module ceiling material shall be platinum white aluminum composite.

**1 FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE**

Supply and ship loose a five lb ABC fire extinguisher.

**1 FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE**

Supply and ship loose a second five lb ABC fire extinguisher.

**1 INDUCT 500-12V UV**

Install an ActivTek Health Solution Systems Induct 500-12V UV system in the HVAC duct. Install on a removeable Stainless Steel plate. The system is to activate anytime the blower is operating. A green indicator light labeled "Air Purification System" is to be installed and programmed to activate when the system is operating.

**1 HEPA FILTER**

Install a HEPA filter in the seatbase.

## **STREETSIDE CABINERY**

**1 LINEN CABINET**

Install a standard storage cabinet behind the attendant seat.

**1 FIXED SHELF, UPPER LINEN CLOSET**

Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to

be painted to match the cabinet color.

**1 FIXED SHELF, LINEN CLOSET, LOWER SECTION**

Fab and install a fixed aluminum shelf in the lower section of the linen cabinet. Shelf is to be painted to match the cabinet color.

**2 SOLID LAMINATE-COVERED LINEN CLOSET DOOR**

Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.

**1 PIANO HINGE FOR LINEN CLOSET TOP DOOR**

The upper linen cabinet door(s) is/are to use piano style hinge.

**1 PIANO HINGE FOR LINEN CLOSET LOWER DOOR**

The lower linen cabinet door(s) is/are to use piano style hinge.

**1 LOCKING SOUTHCO LATCH, UPPER LINEN, CHANGE 10**

Install a locking stainless flush mount Southco HD style pull latch on the upper linen cabinet door. **Latch to be Change Notice 10 compliant and rated for 25lbs.**

**1 SOUTHCO LATCH, LOWER LINEN, CHANGE 10**

Install a stainless flush mount Southco pull latch on the lower linen cabinet door.

**1 STREETSIDE WALL WITH CPR SEAT**

Street side cabinet wall to include a CPR seat.

**1 CPR SEAT, 32" WIDTH Streetside CPR seat width to be 32".**

**1 INSTALL MBRACE SYSTEM IN THE FOLLOW LOCATIONS WITH BLACK BELTS. 2 ON BENCH 1 AT CPR SEAT.**

**1 ANGLED UPPER CABINET, FORWARD OF CPR SEAT**

The upper cabinet forward of the CPR seat is to be angled with .25" aluminum door and steel catch. The cabinet is to be Change Notice 10 compliant.

**1 ANGLED CABINET DOOR: Install a flip-up door with compression hinges ilos a side hinged door.**

**1 CUSTOM CABINET, Cabinet 1 Dimensions: 18.75"H x 46.5"W x 16"D - Location: Upper rear main wall**

Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.

**1 POLYCARBONATE SLIDING, CHANGE 10, CABINET 1**

Cabinet specified above is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch and angled corner brackets.

**1 INTERIOR ADJUSTABLE SHELVING Cabinet 1**

Install painted adjustable shelving in cabinet #1.

**1 CUSTOM CABINET, Cabinet 2 Dimensions: 12.75"W x 10.375"H x 16.25"D (ID Drawer dimensions) -Location: Below rear counter**

Main wall cabinet #2 dimensions are to be as noted above. Note that dimensions are I.D.

**1 DRAWER, PAINTED, Cabinet 2**

Install a painted drawer in main wall located per drawing.

**1 LATCH, HINGED DOOR: SOUTHCO STREETSIDE Cabinet 2**

Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.

**1 CUSTOM CABINET, Cabinet 3 Dimensions: I/O ACCESS PER DRAWING - Location: lower rear main wall**

Main wall cabinet #3 dimensions are to be as noted above. Note that dimensions are I.D.

**1 POLYCARBONATE SLIDING, CHANGE 10, CABINET 3**

Cabinet specified above is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch.

**1 PASS-THROUGH ACCESS, CABINET 3**

Provide I/O access at cabinet #3 location into exterior compartment per drawings.

**1 LIFT UP CABINET FRAMES, UPPER INHALATION CABINET** Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and vertical latches.

**1 UPPER INHALATION CABINET 40.75"W x 12.75"H x 14"D**

Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.

**1 POLYCARBONATE SLIDING, UPPER INHALATION, CHANGE 10**

Cabinet over inhalation area is to have sliding polycarbonate doors. Doors to include CN-10 compliant catch.

**1 INTERIOR SHELVING, UPPER INHALATION CABINET**

Install painted fixed shelving in upper inhalation cabinet.

Note: For use with dividers.

**1 STORAGE BENEATH THE CPR SEAT**

Provide a hinged CPR seat cushion with storage located underneath.

**1 GAS HOLD OPEN FOR LIFT UP CPR SEAT CUSHION**

Provide a gas hold open on the flip-up CPR seat cushion to keep the cushion in the upright position when opened.

**1 RECESSED PADDLE LATCH. CPR SEAT**

Provide a recessed paddle latch in the cabinet riser to secure access to the CPR seat storage area.

**CURBSIDE CABINETS**

**1 GLOVE BOX CABINET:** Install a (2) box glove storage with an acrylic door and Southco latch.

Locate: Lower portion of side entry. Size: 10.5"W x 5.5"H x 4"D

**1 INTERIOR CRASH BARRIER SETUP:** Install an aisle facing I/O with (2) acrylic doors with Southco latches and self closing hinges.

**1 SQUAD BENCH WITH NO CUPS OR WELLS**

Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.

**1 DOUBLE CUSHION SQUAD BENCH**

The squad bench cushion is to be two piece.

**1 BENCH HOLD OPENS: GAS**

Install gas spring hold opens on squad bench lid.

**1 BENCH HOLD-DOWN: PADDLE LATCHES (PAIR)**

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

**1 BENCH CUSHION EDGE TRIM:**

Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.

**1 BENCH BACK CUSHION: FULL SIZE**

Install full size bench backrest cushion.

**1 S/W, DROP-IN AT HEAD OF BENCH.**

Install a cabinet in the head end of the bench for sharps waste containers. The lid for the cabinet will have a hinge down flap for disposal of trash. The neck of the sharps will protrude through the top surface of the cabinet. A hinged aluminum lid will be provided for removal of both containers.

**3 BENCH CABINET, HINGED DOORS**

Fabricate and install a bench ceiling cabinet above the squad bench with lift up 3/8" acrylic doors.

**3 SOUTHCO LATCH OVERHEAD BENCH CABINET**

Install stainless flush mount Southco pull latches on the bench ceiling cabinet.

**9 COMPRESSION HINGES, OVERHEAD BENCH CABINET**

The bench ceiling cabinet door(s) is/are to use compression style hinges.

**1 DRAWERS AT THE FOOT OF THE BENCH:**

Install (3) forward drawers recessed into the curbside rear compartment. (Foot of bench, below OTE). Include compartment closeout

(Note OTE unit).

Size: per drawing.

**1 CONTROL PANEL RELOCATE/ANGLED HOUSING:**

Install an angled housing at the head of the bench, above the crash barrier compartment.

Relocate the rear i4G control panel to the angled housing above the crash barrier. Note: O2 outlet in angled housing.

**FRONT WALL CABINETRY**

**1 CAB TO MODULE PASSTHROUGH WINDOW**

Provide a sliding pass-through window between the patient area and the chassis cab on the cab side.

**COT MOUNT**

**1 POWER LOAD, RAIL ONLY, CENTERED Cot Type: None**

Supply and install a floor plate assembly kit only for a Stryker Power load system. Locate in the center position. Note: this option does not comply with GSA change notice 8.

Certification cannot be provided unless Horton installs the entire mount assembly.

**1 POWER LOAD TRACK AND MASS CASUALTY:**

Supply and install the Stryker kit with floor plate to be used with the above power load floor track.

Pre-wire for a future possible install of Power Load system.

Pre-wire for a customer supplied/installed Ferno cot charger. Leave 18" service loop at

each end. Start wires in electronics cabinet and terminate under cot latch at foot of cot.

Horton is supplying/ installing a Stryker Power Load floor plate.

Horton is supplying and shipping loose a Stryker antler hardware kit, part #6390-041-000.

## **VISUAL WARNING**

### **1 K90 RED/BLUE LIGHTS: Install K90 red/blue lights in the following locations:**

6. on front face, install as follows:

R B R W BR B- color on top

BR B W R B R- color on bottom

4. on the module sides

4. rear face. (upper corners and window level)

SS upper outer corner- red over blue

CS upper outer corner- blue over red

Window level- both are red over blue

SR00038090 K90 Red/Blue- K90-RB00-1

3200-0087 K90 white- K90-WC00-1

3000-5100 K90 amber- K90-AC00-1

3500-0093 K70 red (intersection)- K70-RC00-1

5R00038114 K70 side marker lights- K70-STC0-1

### **1 WIG WAG HEADLIGHTS, F SERIES**

Install wig wag headlight flasher. Provide a dedicated switch in the front control panel. Deactivate in secondary mode.

#### **1 K90-WCSO-1 WHITE/CLEAR LENS Front face center**

Install Tecniq K90 series LED lighting as noted. Lighting is to be white with clear lens. Lighting to include chrome flange.

#### **4 K70-RCSO-1 RED/CLEAR LENS 2 on chassis, 2 on module (Intersection lights)**

#### **1 K90 Amber/Clear Lens Rear Center KKK**

Install a Tecniq K90 series LED light centered on the rear face of the body. Light is to be amber with clear lens. Light to include chrome flange.

**1 Flash Pattern**

Program all lights to Active Flash 75/150. Dual color lights to flash independently of each other.

**1 Grille lights**

Install (2) K50 red/blue grille lights on the upper grille

**AUDIBLE WARNING**

**1 SIREN: WHELEN HFS295C9 Speaker 1- Wail, Yelp, Pierce. Speaker 2- Wail, Yelp, Pierce**

Install a Whelen HFS295C9 siren in the front console.

**1 SIREN, FEDERAL RUMBLER, F SERIES**

Install a Federal Rumbler low frequency siren.

**1 SPEAKERS, CAST PRODUCTS, F SERIES**

Install Cast Products siren speakers, applicable to Ford F-Series chassis, in the front bumper.

**NON-EMERGENCY LIGHTING**

**1 Side Marker Lights**

Install Tecniq K70-RC00-1 red/clear lens turn/marker lights on the side of the body per drawings. Includes chrome flanges.

**1 LED EXTERIOR COMPARTMENT LIGHTING**

Install full height LED strip lighting in all exterior compartments with the exception of any Wheel well compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.

**1 ROLLED ICC MARKER LIGHTS**

Install standard rolled marker lights along the upper corner post front and rear. Do not install in cases where there are already ICC marker lights installed on a specified lightbar.

**1 WHELEN PFP1 SINGLE PANEL STREETSIDE CENTER**

Install a Whelen PFP1 single panel super LED floodlight on the streetside of the body in the center position. Install using a PBA103 semi-recess housing.

**1 WHELEN PFP1 SINGLE PANEL CURBSIDE CENTER**

Install a Whelen PFP1 single panel super LED floodlight on the curbside of the body in the center position. Install using a PBA103 semi-recess housing.

**1 K90-SW00-1 LOAD LIGHTS**

Install two Tecniq K90-SW00-1 LED load lights with chrome flanges above the rear body entry doors.

**1 RED WARNING, TOP, SIDE ACCESS DOOR**

Install a Tecniq red L.E.D. light strip on the upper curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the access door is open, and the emergency lighting is activated.

**2 RED WARNING LIGHTS, TOP, ACCESS DOORS**

Install Tecniq red L.E.D. light strips on the upper rear module access door inner panels, one per door. Installation will be near flush with the inner door panels. The light strips are to flash when the access doors are open, and the emergency lighting is activated.

**1 RED WARNING LIGHT, TOP, STREETSIDE FRONT**

Install a Tecniq red L.E.D. light strip on the upper streetside forward compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.

**1 RED WARNING LIGHT, TOP, STREETSIDE INTERMEDIATE**

Install a Tecniq red L.E.D. light strip on the upper streetside intermediate compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.

**1 RED WARNING LIGHT, TOP, STREETSIDE REAR**

Install a Tecniq red L.E.D. light strip on the upper streetside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.

**1 RED WARNING LIGHT, TOP, CURBSIDE INTERMEDIATE**

Install a Tecniq red L.E.D. light strip on the upper curbside intermediate compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.

**1 RED WARNING LIGHT, TOP, CURBSIDE REAR**

Install a Tecniq red L.E.D. light strip on the upper curbside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.

**1 K60 SERIES BRAKE/TAIL, TURN, REVERSE VERT MT**

Install Tecniq K60 series LED stop/tail, reverse, and turn signals. Install lights stacked vertically above the rear riser in the rear body panels to either side of the rear access doors. All lights to include chrome flanges.

## **ELECTRICAL**

### **1 ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR**

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.

### **1 ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR**

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.

### **1 ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES**

The specified power door locks are to be wired to the chassis OEM door lock switches.

### **1 ELECTRIC DOOR LOCKS CONCEALED IN GRILLE**

Install a concealed switch in the chassis grille to operate the power door lock circuit. Doors shall be wired to unlock only on this circuit.

### **1 ELECTRICAL SYSTEM**

Install the Intelliplex i4G+ electrical system.

### **1 INPOWER BATTERY SWITCH, WITH WAKE BUTTON 5 min.**

Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.

### **1 LIFESINE INVERTER/CHARGER, INTERFACE SWITCH**

Install a Vanner #LSC12-1100 LifeSine Inverter/charger in the dedicated electrical compartment as noted. Unit is to function through a switch located in the control panel. Status panels are selected separately.

### **5 110V INTERIOR OUTLET 1-Inhalation Area, 1-over crash comp, 1- in crash compt near top of front wall, 1-rear of CPR, 1 upper left corner of the #2 compartment**

Install a 110V outlet(s) as noted.

### **2 INTERIOR 12VDC OUTLETS: CL TYPE/USB 1-In Inhalation Area, 1-above crash cabinet**

Install a 12VDC cigarette style/USB outlet(s) as noted. Wire battery hot.

### **1 SHORELINE 1, 30A SUPER AUTO EJECT, WHITE**

Mount a Kussmaul Super Auto Eject 30 amp shoreline inlet in the standard location. Cover is to be white.

### **1 PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT**

Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.

**1 REPORT LIGHT, LED**

Install a 12" LED report light on the action wall to light the counter area.

**1 CLOCK, INTELLITEC LED: OVER REAR DOORS**

Install an Intellitec Time Manager clock over the rear doors.

**1 STEP WELL LIGHT VISTA LED**

Install a 10.5" LED Vista light strip in the standard location on the bench side of the step well. Light to activate with door open.

**9 PATIENT CEILING DOME LIGHTS TECNIQ LED**

Install Tecniq LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.

**1 3 SWITCH PANEL INHALATION PANEL**

Install an i4G 3-switch control panel on the inhalation panel.

**1 SWITCH, DOME LIGHTS, INHALATION PANEL,**

Install an electronic momentary switch in the specified i4G style 3-switch panel on the inhalation panel. The switch will activate the specified dome lights with the battery switch in the 'off' position. A second depression of the switch will deactivate the specified dome lights.

**1 SWITCH, O2, INHALATION PANEL**

Install an electronic momentary switch in the specified i4G style 3-switch panel on the inhalation panel. The switch will activate the oxygen system. A second depression of the switch will deactivate the oxygen system.

**1 SWITCH, SUCTION, INHALATION PANEL**

Install an electronic momentary switch in the specified i4G style 3-switch panel on the inhalation panel. The switch will activate the suction system. A second depression of the switch will deactivate the system.

**1 3 SWITCH PANEL OVERHEAD OF BENCH**

Install an i4G 3-switch control panel on the bench curbside wall over the head of the bench.

**1 TIMER, DOME LIGHTS, OVERHEAD BENCH**

Install an electronic momentary touch timer switch in the specified 14g switch panel on the wall over the head of the squad bench. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.

**1 LOAD LIGHT SWITCH, i4G, OVER HEAD OF BENCH**

Install load light control switch in the panel selected for over the head of bench.

**1 Program a button on bench 3-position switch panel to control the curbside scene light.**

**1 3 SWITCH PANEL REAR DOOR PANEL**

Install an i4G 3-switch control panel on the right rear entry door panel.

**1 TIMER, DOME LIGHTS, REAR DOOR PANEL**

Install an electronic momentary touch timer switch in the specified 14g switch panel on the right rear door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.

**1 DUMP OVERRIDE, i4G, REAR DOOR PANEL**

Install the dump override switch in the panel selected for the right rear entry door inner panel.

**1 LOAD LIGHT SWITCH, i4G, REAR DOOR PANEL**

Install load light control switch in the panel selected for the right rear entry door inner panel.

**1 NORCOLD REFRIGERATOR: LINEN CABINET**

Install a Norcold NR740BB-H 12V refrigerator in the linen cabinet.

**1 LED LIGHTING, INTERIOR MAIN WALL CABINETS**

LED strip lighting is to be installed in all main wall cabinets. Lights to be mounted in a 45 degree clip. Switch to be provided in the rear control panel.

**1 LED LIGHTING, INTERIOR BENCH WALL CABINETS**

LED strip lighting is to be installed in the bench ceiling cabinet. Lights to be mounted in a 45 degree clip. Switch to be provided in the rear control panel.

**1 SPOT LIGHT: HAND HELD: IN CONSOLE**

Install aStar-Lite LED hand held spotlight with momentary switch on the rear of the front console.

**1 BACKUP ALARM RESET, MOMENTARY**

Install a back-up alarm and provide a momentary backup alarm reset button on the front console.

**1 360 CAMERA SYSTEM, WHITE**

Install a 360 Degree camera system with white covers and integral lighting. The lighting is to have the ability to function in emergency response mode. The display will function in conjunction with the turn signals and when the vehicle is in reverse gear. Install rear housing if space is available. If space is unavailable then install camera only.

## **PROGRAMMING**

### **1 Rumbler siren activation**

Program the siren to operate 15 second intervals

### **1 Compartment warning light flash pattern**

Program all compartment warning lights to flash in same pattern to emergency lights  
Active Flash 75/150.

### **1 LIGHT PROGRAMMING: LOAD LIGHT**

Program the rear load lights to activate with transmission reverse plus the standard mode of operation.

### **1 PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM**

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

### **1 LIGHT PROGRAMMING: PARK BRAKE**

Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

### **1 LIGHT PROG: BRAKE LIGHT, BRAKE OVERRIDE**

Program the lower red flashing warning lights to operate as supplemental brake lights. The brake light feature is to override the warning mode. Once the brake is released then the lights should return to flashing.

### **1 BRAKE LIGHT OPERATION**

Brake light override will apply to window level red lights only

## **HVAC**

### **1 COOLTECH I, F SERIES**

Install a Cool-Tech I 4-fan 100,000 BTU condenser in the recessed pocket in the roof of the body.

### **1 12V HVAC, ATTENDANT'S SEAT**

Install a 12V heat/AC system with brushless motor below the attendant seat.

### **1 VENT CAST PAINTED NFPA STYLE**

Install an NFPA style venting system to include a 400cfm exhaust fan along with a static vent.  
Install 9.5" square cast covers on both vents per drawings. Covers to be painted body

## RADIO

**1 ANTENNA COAX 1 Start: Behind Driver Seat, End: Front Center of Mod Roof**

An RG 58U coax shall be installed terminating as noted above.

**1 3/8" NMO MOUNT COAX 1**

Supply and install a 3/8" NMO mount in conjunction with specified coax #1.

**1 PULL WIRE 1 Start: Cab Console, End: Inhalation Wall**

Install a radio cable pull wire terminating as noted above. Wire is not to be wire tied or otherwise prevented from moving freely.

**1 CONSOLE, W/MAP STORAGE, F SERIES**

Fabricate and install an aluminum cab console and spray with black bedliner material. Console is to include three (3) map/book slots at the rear of the console.

**1 CUP HOLDERS, 2-TIER**

Install two (2) two-tier style cup holders recessed into the console.

**1 POWER TERMINAL, SWITCHED, INSIDE CONSOLE**

Install two (2) 10-gauge 30 amp cables to positive and ground studs for radio power. Wire one battery switched and the other as a ground.

## OXYGEN

**1 O2 MOUNT, VERT TRACK FOR QRM-V**

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the streetside forward compartment in the right hand corner. Bracket will be set up for an 'M' sized bottle.

**1 O2 BOTTLE, BRACKET QRM-V**

Install a Zico QRM-V oxygen bracket for 'M' bottle. Locate in the streetside forward compartment.

**3 O2 OUTLET, OHIO MEDICAL 1- In Inhalation Panel, 1-In angled cabinet on bench wall, Over center of cot ceiling**

Install O2 outlets per instructions above. Outlets to be Ohio Medical style.

**1 FLOWMETER: TUBE TYPE**

Supply tube style flowmeter.

**1 VACUUM OUTLET, OHIO MEDICAL 1 In Inhalation Area**  
Install a single Ohio style vacuum outlet. Locate per drawings.

**1 ASPIRATOR, SSCOR, INHALATION AREA**  
Install an SSCOR aspirator. The system shall include a wall mounted regulator and a canister holder. Plumb to the selected pump.

**1 VACUUM PUMP CAPL #D34 SE (P282)**  
Install a CAPL #D34 SE (P282) 12vdc electric suction pump.

**1 D MT: QR-D-2 STRAPLESS, LINEN CAB LOC 1**

**1 D MT: QR-D-2 STRAPLESS, LINEN CAB LOC 2**

#### **CERTIFICATIONS**

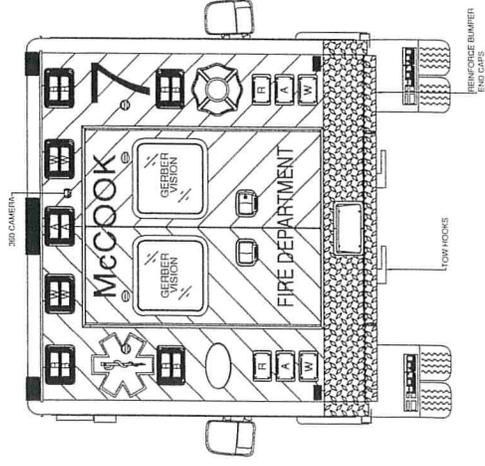
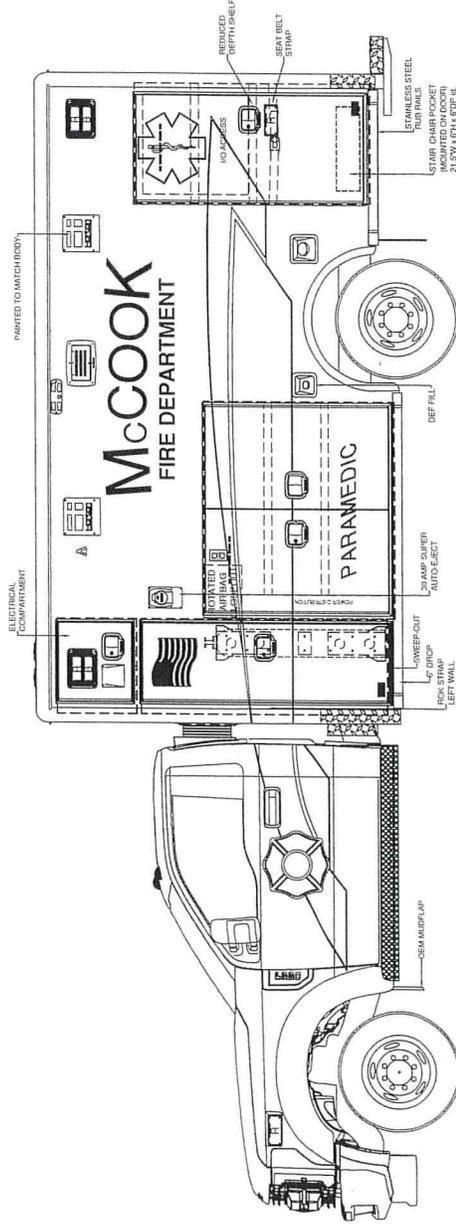
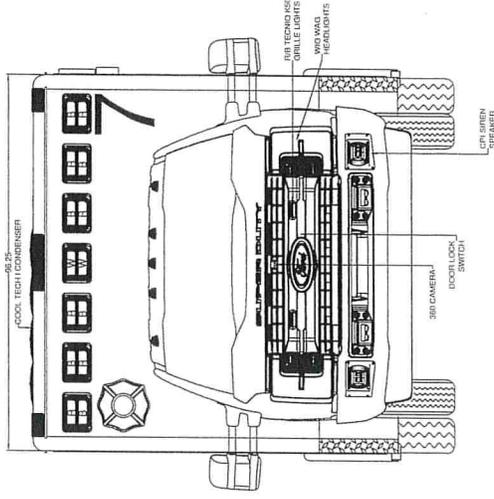
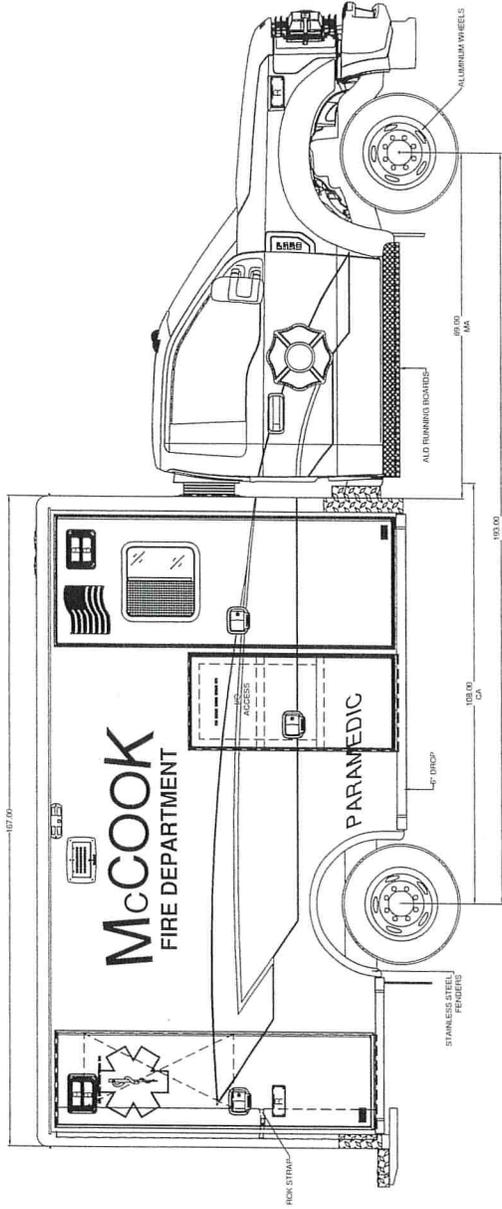
**1 KKK-A-1822F CERTIFICATION LABEL**  
The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

**1 CHANGE NOTICE 10 CERTIFICATION**  
The vehicle shall be certified to change notice 10 standards.



# McCOOK FIRE DEPARTMENT

603 PASS THROUGH  
FORD CHASSIS

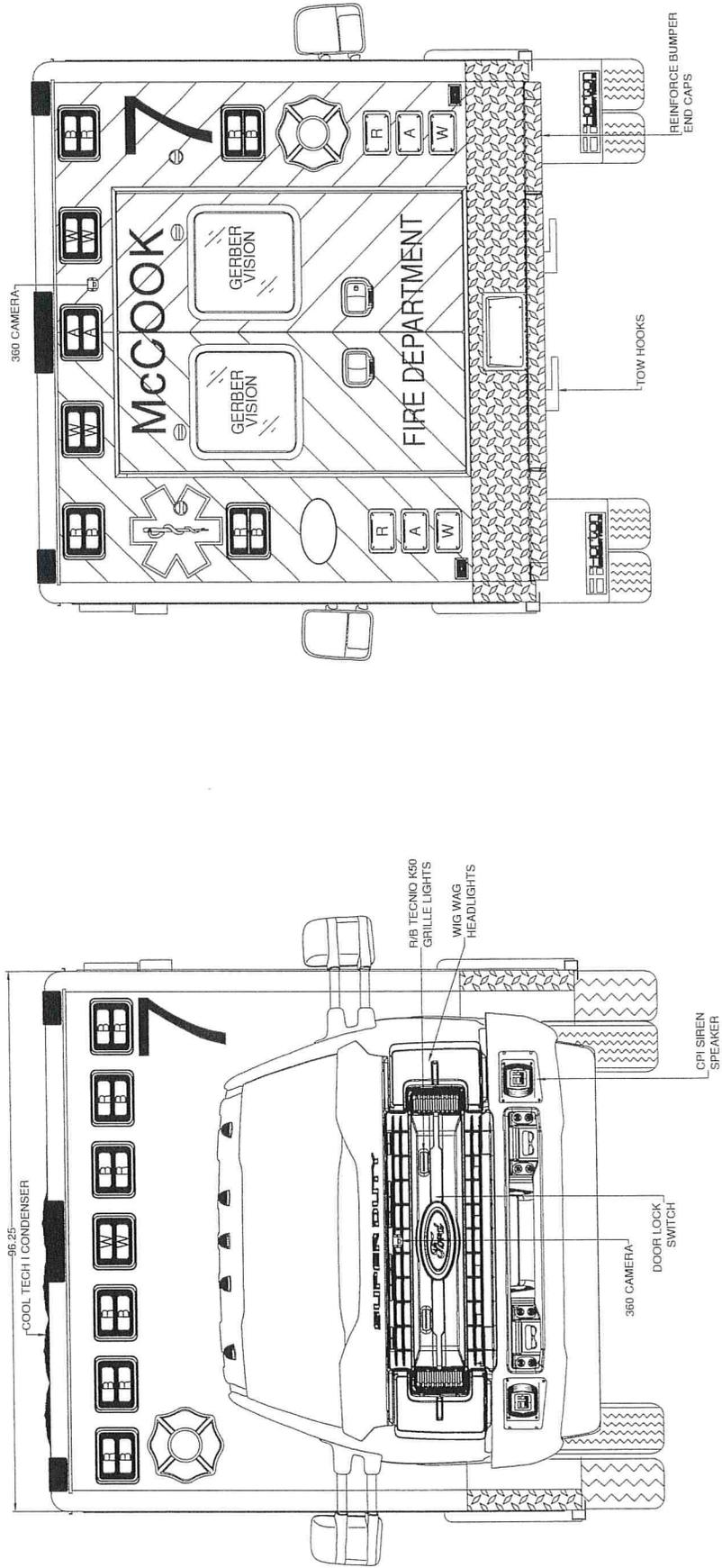


NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY. DIMENSIONS ARE APPROXIMATE & MAY VARY DURING CONSTRUCTION.

# SPECIFICATION DRAWING

# McCOOK FIRE DEPARTMENT

603 PASS THROUGH  
FORD CHASSIS

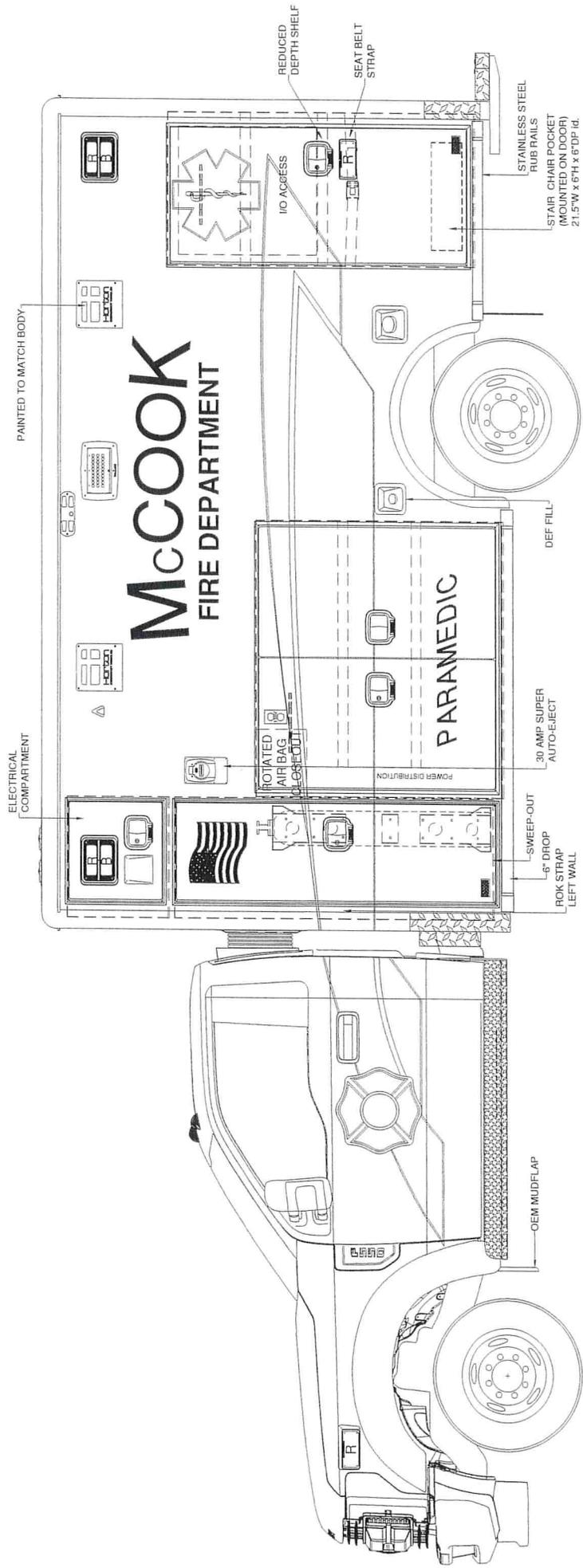


# SPECIFICATION DRAWING

NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY. DIMENSIONS ARE APPROXIMATE & MAY VARY.

# McCOOK FIRE DEPARTMENT

603 PASS THROUGH  
FORD CHASSIS



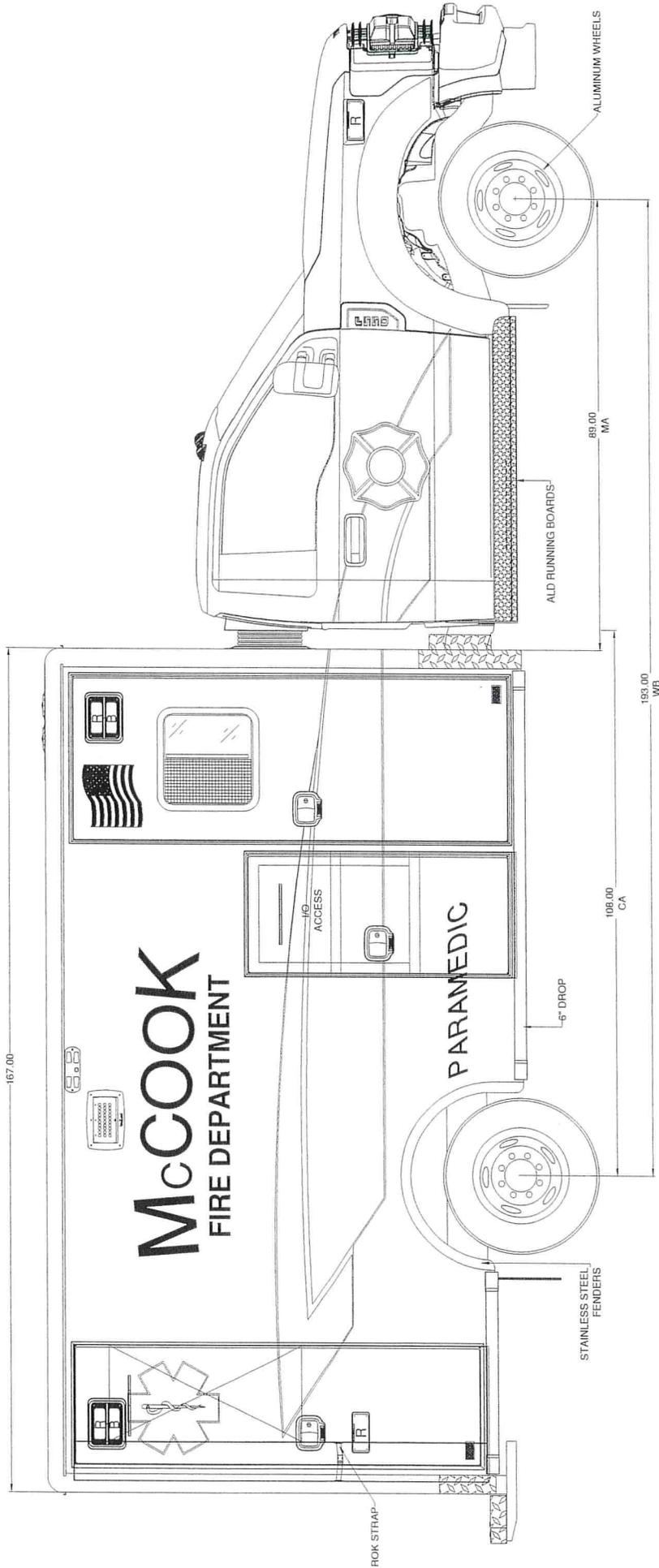
COMP.	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
FWD	24.25	64.13	20.36	18.74	63.16
S INT	55.50	49.50	20.36	51.80	46.37
REAR	30.63	61.50	20.36	26.09	58.37

NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY. DIMENSIONS ARE APPROXIMATE & MAY VARY.

# SPECIFICATION DRAWING

# McCOOK FIRE DEPARTMENT

603 PASS THROUGH  
FORD CHASSIS



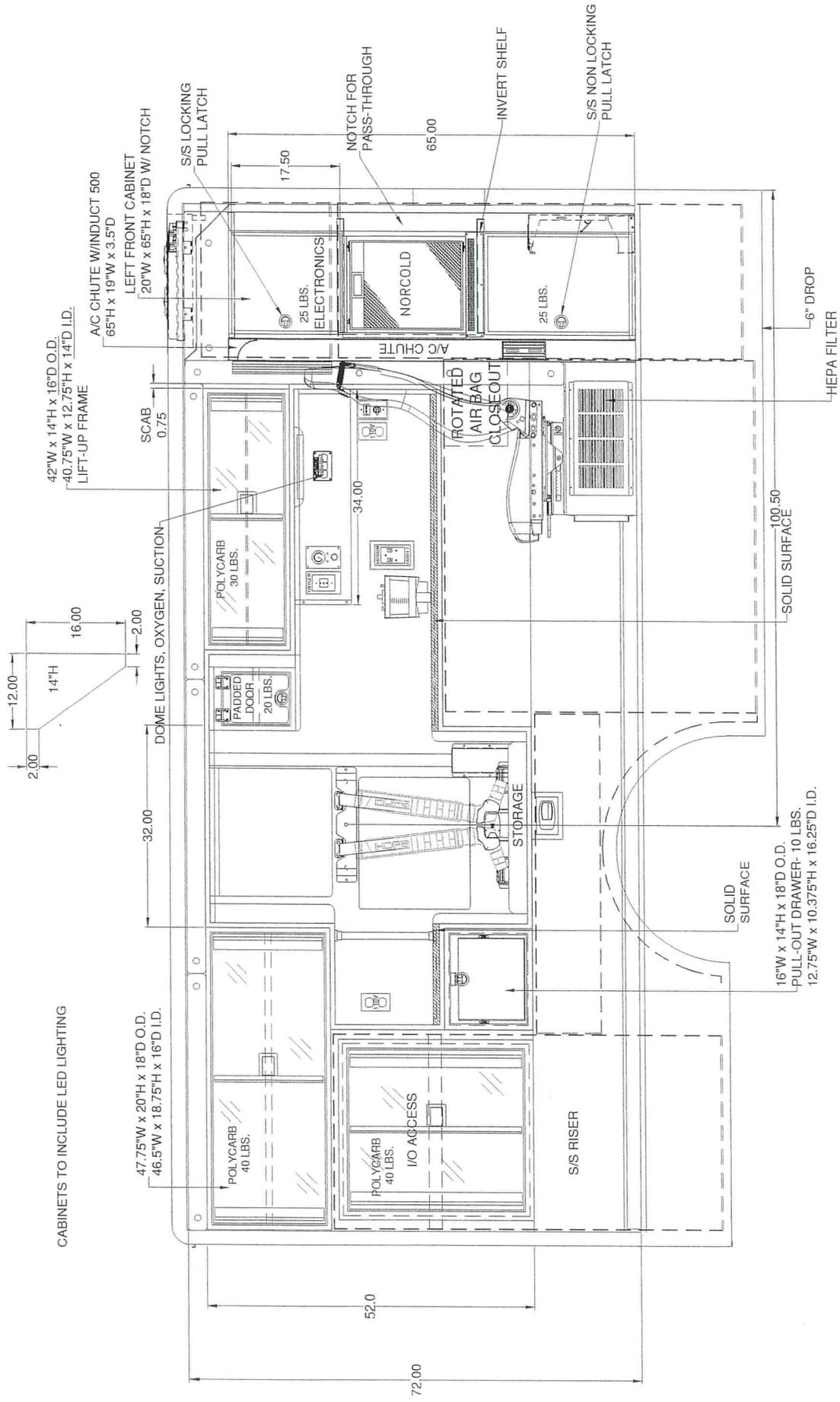
COMP	INSIDE WIDTH	INSIDE HEIGHT	INSIDE DEPTH	CLEAR OPENING WIDTH	CLEAR OPENING HEIGHT
REAR	26.70	82.13	20.36	22.09	79.16
ASH B.	24.75	54.06	21.86 20.36	22.12	50.68

NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY. DIMENSIONS ARE APPROXIMATE & MAY VARY.

# SPECIFICATION DRAWING

# McCOOK FIRE DEPARTMENT

## 603 PASS THROUGH FORD CHASSIS

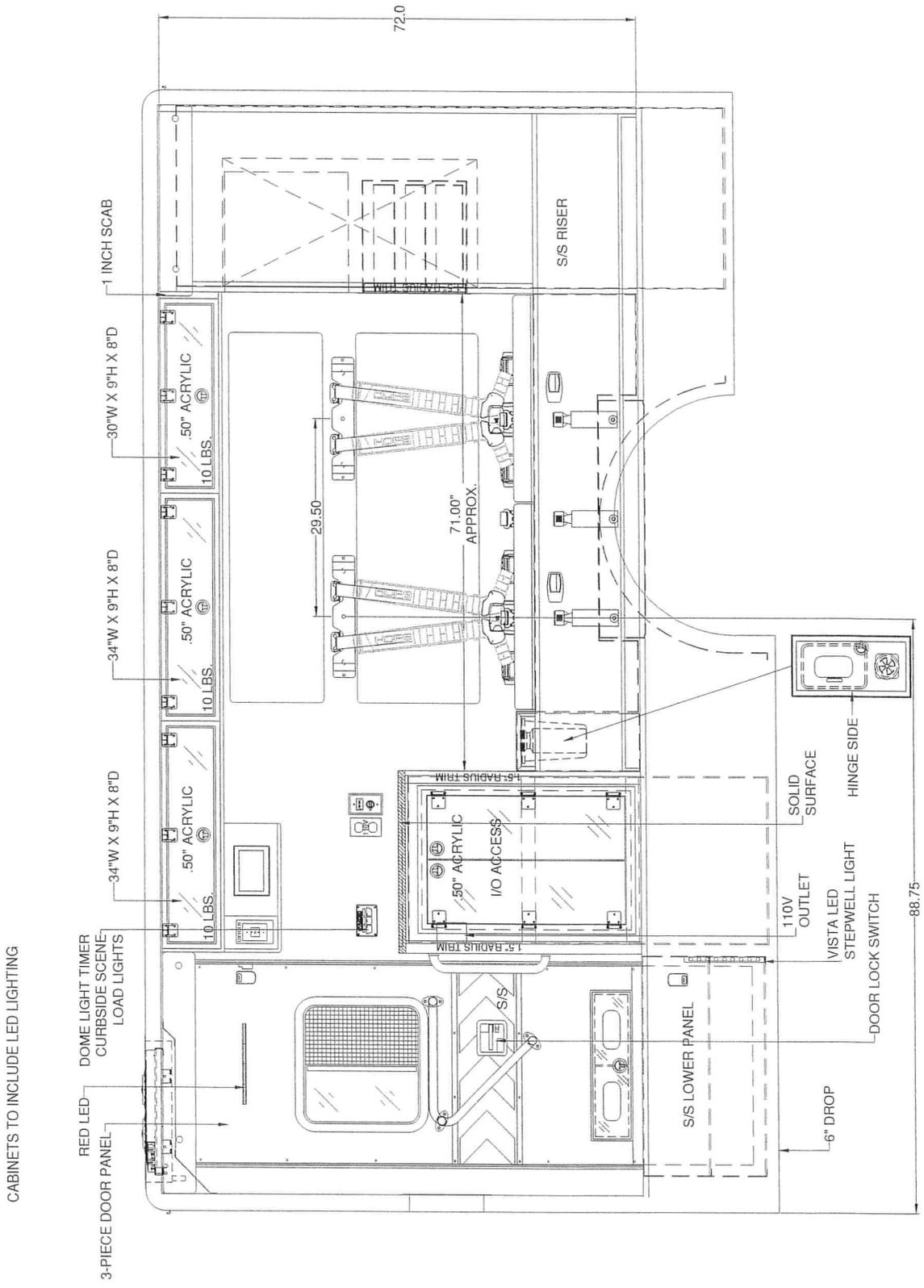


NOTE: DRAWINGS ARE FOR GRAPHICAL  
 REPRESENTATION ONLY  
 DIMENSIONS ARE APPROXIMATE & MAY VARY  
 DURING CONSTRUCTION

# SPECIFICATION DRAWING

# McCOOK FIRE DEPARTMENT

## 603 PASS THROUGH FORD CHASSIS

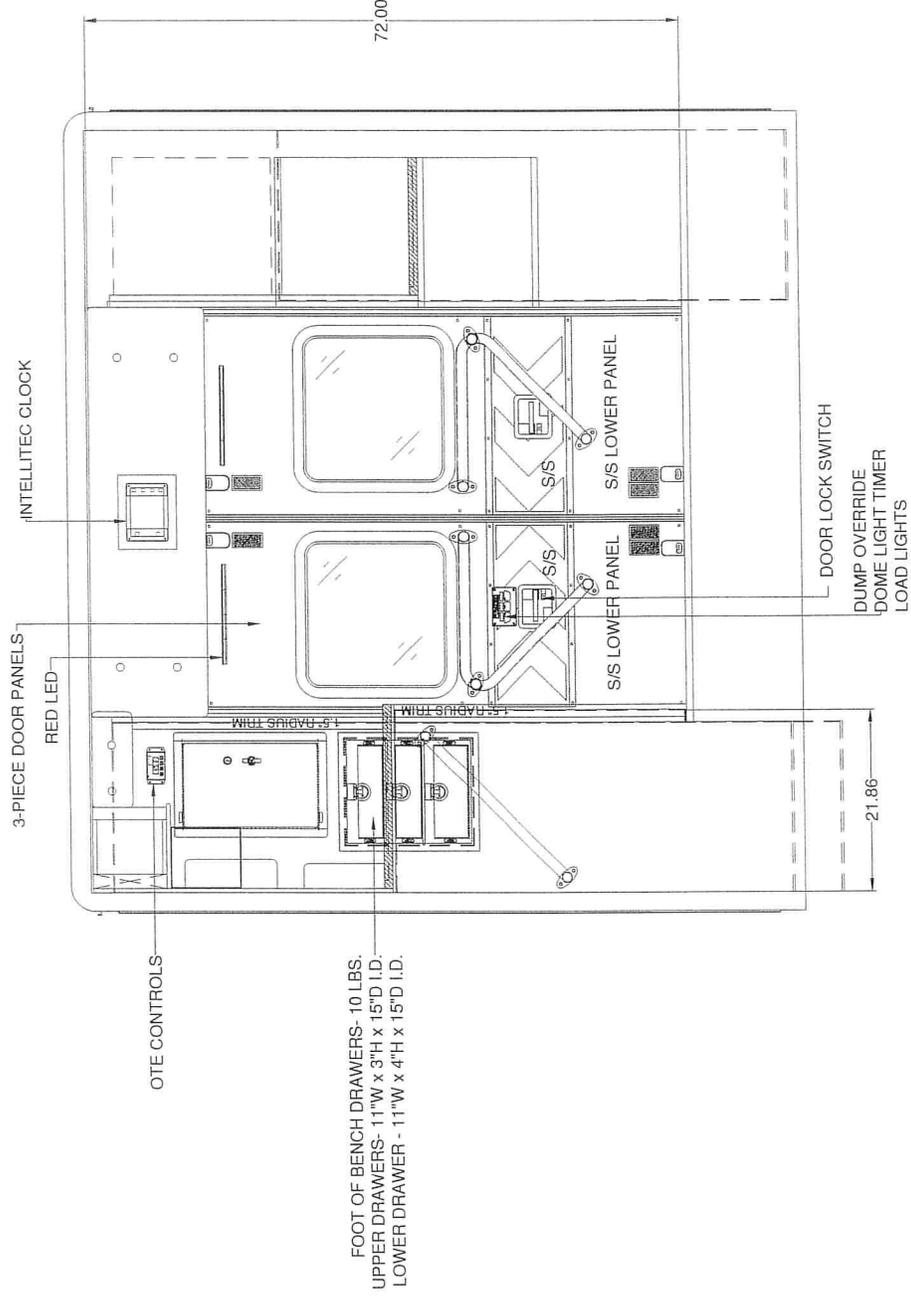


# SPECIFICATION DRAWING

NOTE: DRAWINGS ARE FOR GRAPHICAL REPRESENTATION ONLY  
DIMENSIONS ARE APPROXIMATE & MAY VARY

# McCOOK FIRE DEPARTMENT

## 603 PASS THROUGH FORD CHASSIS

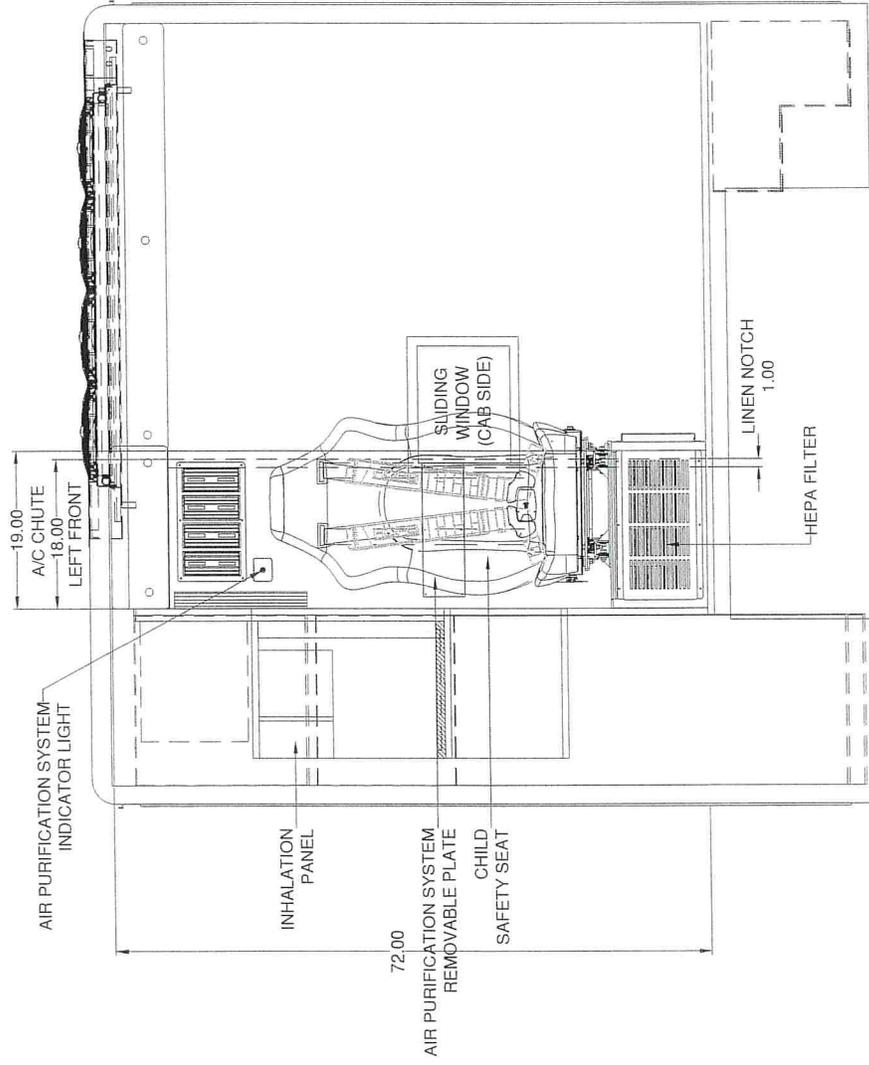


# SPECIFICATION DRAWING

NOTE: DRAWINGS ARE FOR GRAPHICAL  
REPRESENTATION ONLY  
DIMENSIONS ARE APPROXIMATE & MAY VARY

# McCOOK FIRE DEPARTMENT

603 PASS THROUGH  
FORD CHASSIS

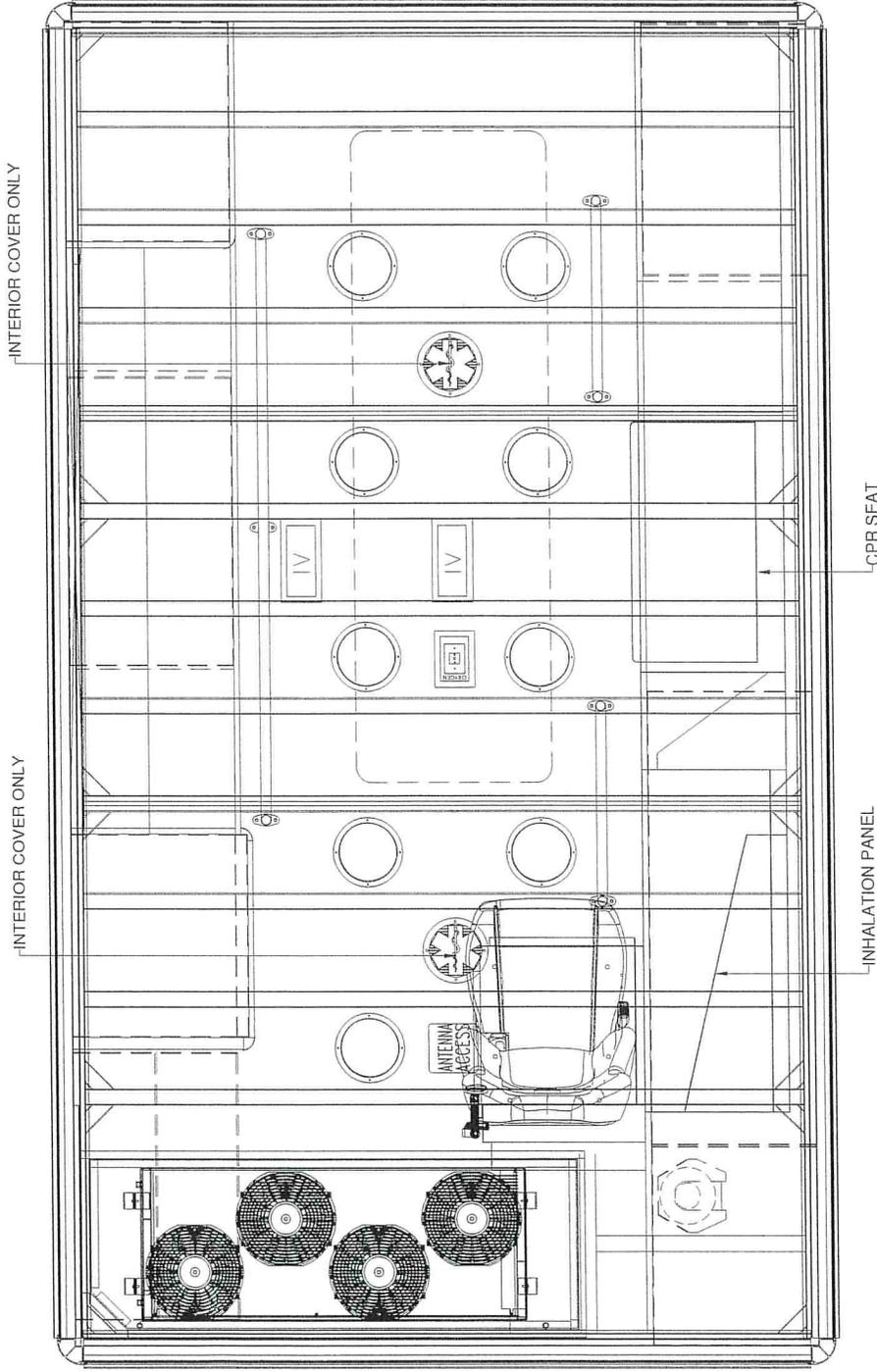


# SPECIFICATION DRAWING

NOTE: DRAWINGS ARE FOR GRAPHICAL  
REPRESENTATION ONLY  
DIMENSIONS ARE APPROXIMATE & MAY VARY  
SLIGHT CONSTRUCTION

# McCOOK FIRE DEPARTMENT

603 PASS THROUGH  
FORD CHASSIS

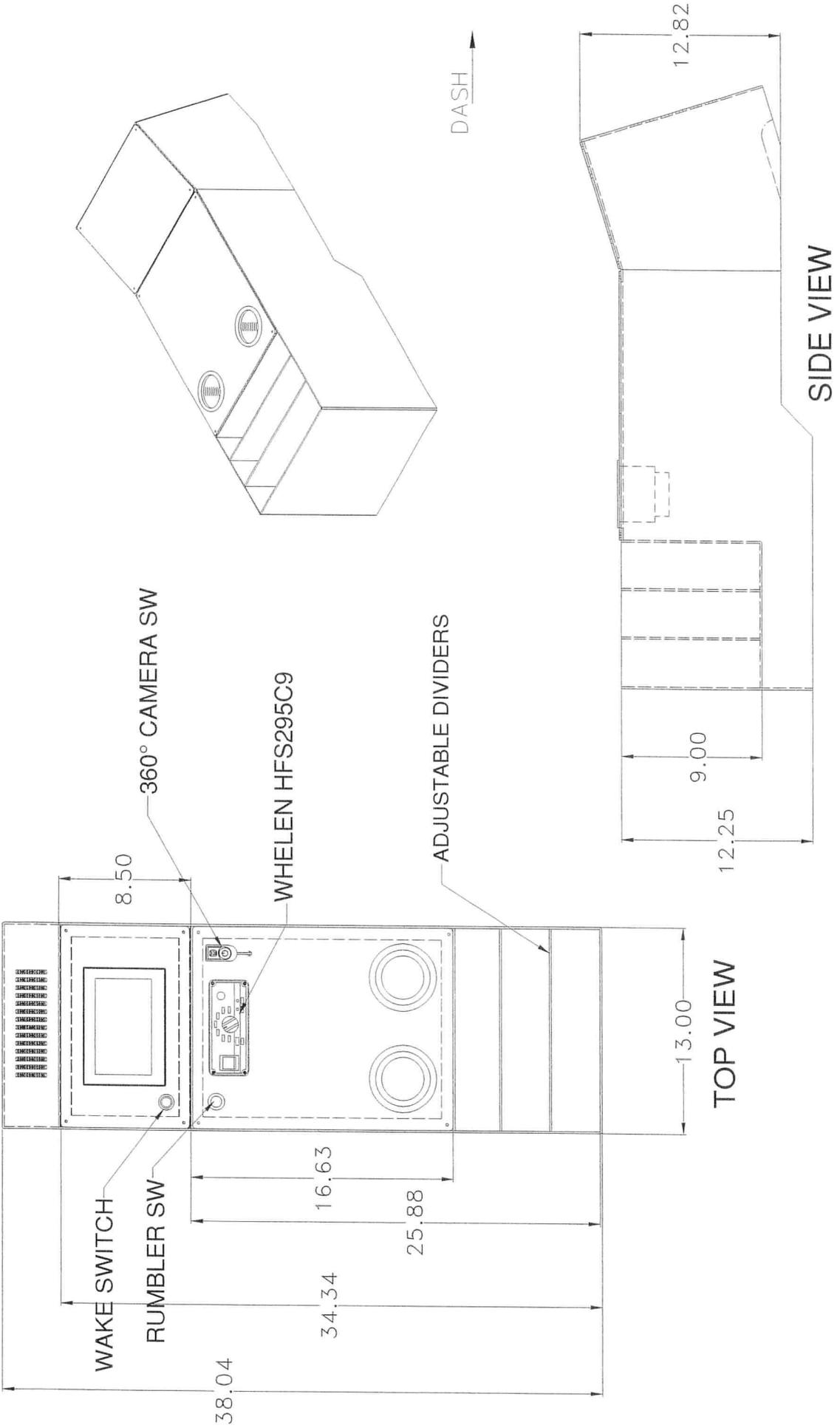


NOTE: DRAWINGS ARE FOR GRAPHICAL  
REPRESENTATION ONLY  
DIMENSIONS ARE APPROXIMATE & MAY VARY  
DURING CONSTRUCTION

# SPECIFICATION DRAWING

# McCOOK FIRE DEPARTMENT

FORD F-450 & F-550 STD CONSOLE i4G+  
BLACK LINE-X COATED



# SPECIFICATION DRAWING

# BID FORM

**NOTE:** All equipment shall be factory-installed and shall be considered to be under factory warranty.

ONE (1) NEW 4-WHEEL DRIVE  
TYPE I AMBULANCE

\$ \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

This Bid Submitted by:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**EXCEPTIONS/DEVIATIONS** to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA ISSUED:**

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTACT PERSON:** Fire Chief Marc Harpham  
at 308/345-5710 or email at [firechief@cityofmccook.com](mailto:firechief@cityofmccook.com)

The City of McCook reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part any bid, and to exercise its own judgement as to the best proposal received.

**NOTICE OF AWARD**

**TO:**

**PROJECT:** One (1) new 4-wheel drive  
Type I Ambulance  
City of McCook Fire/Ambulance Department

The City has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders dated April 3, 2023.

You are hereby notified that your BID has been accepted for this equipment in the amount of \$\_\_\_\_\_. The expected delivery date is \_\_\_\_\_.

Please acknowledge receipt of this NOTICE OF AWARD by return mail, email, or fax, to the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MCCOOK**

Lea Ann Doak  
City Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Specs Mailed to:

CITY MANAGER'S REPORT  
April 3, 2023 CITY COUNCIL MEETING

---

ITEM 3.1.

RECOMMENDATION:

<sup>2023-04</sup>  
Adopt Resolution No. , certifying that the City of McCook Public Transportation provides transportation within the city limits of McCook and as a condition of receiving Federal financial assistance to operate these services, the city must ensure that its programs, policies and activities comply with the Title VI of the Civil Rights Act.

BACKGROUND:

City of McCook Public Transit last approved their Title VI policies in 2017. The state would like all transit agencies to get on a 3 year schedule of looking at our Title VI Policies.

FISCAL IMPACT:

None

RECOMMENDATION:

<sup>2023-04</sup>  
Adopt Resolution No. - , certifying that the City of McCook does hereby adopt and bind itself to comply with all of the rules and regulations of the Title VI Non-Discrimination plan.

APPROVALS:

*Beth Siegfried*  
Beth Siegfried, Senior Services Director

3/27/23  
Date

*Nate Schneider*  
Nate Schneider

3-28-23  
Date

**RESOLUTION NO. 2023-04**

**A RESOLUTION ADOPTING TITLE VI - NON-DISCRIMINATION PLAN 2023 FOR THE CITY OF MCCOOK PUBLIC TRANSIT.**

**WHEREAS,** the City of McCook Public Transit operates a public transit program serving the residents of McCook; and

**WHEREAS,** as a condition of receiving Federal financial assistance to operate these services, the City must ensure that its programs, policies, and activities comply with Title VI of the Civil Rights Act.

**NOW THEREFORE, BE IT RESOLVED;** that the Mayor and City Council of the City of McCook, Nebraska, do hereby adopt and bind itself to comply with all of the rules and regulations of the Title VI Non-Discrimination Plan, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor to execute said Plan on behalf of the City.

PASSED AND APPROVED this 3<sup>rd</sup> day of April, 2023.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer

# Title VI

## Non-Discrimination Plan | 2023

City of McCook Transit

Under the Civil Rights Act of 1964 and related statutes, City of McCook Transit ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the agency.



Signed By \_\_\_\_\_

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

# Table of Contents

- I. Introduction and Overview**
- II. General Reporting Requirements**
  - 1. Requirement to Provide Title VI Assurances**
  - 2. Requirement for First-Time Applicants: N/A**
  - 3. Requirement to Prepare and Submit a Title VI Program**
  - 4. Requirement to Notify Beneficiaries of Protection under Title VI**
    - i. *Title VI Notice to the Public*
  - 5. Requirement to Develop Title VI Complaint Procedures and Complaint Form**
    - ii. *Title VI Complaint Procedures*
    - iii. *Title VI Complaint Form*
  - 6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits**
    - i. *Title VI Complaint Tracking Form*
  - 7. Plan to Promote Inclusive Public Participation**
  - 8. Providing Meaningful Access to LEP Person**
    - i. Four Factor Analysis
    - ii. Language Assistance Plan
  - 9. Minority Representation on Planning and Advisory Bodies**
    - i. *Sample Minority Representation Table*
  - 10. Requirement to Provide Assistance to Subrecipients: N/A**
  - 11. Monitoring of Subrecipients: N/A**
  - 12. Equity Analysis to Determine Site or Location of Facilities**
  - 13. Requirement to Provide Additional Information upon Request**
- III. Requirement and Guidelines for Fixed-Route Transit Providers: N/A**
- IV. Requirements for States: N/A**
- V. Requirements for Metropolitan Planning Organizations: N/A**
- VI. FTA Compliance Reviews: N/A**

## I. Introduction and Overview

### Plan Statement

City of McCook Transit operates a demand response public transit program serving the residents of McCook, Nebraska, situated in Red Willow County. As a condition of receiving Federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act. The following program details how City of McCook Transit meets the Title VI requirements set forth in FTA Circular 4702.1B.

City of McCook Transit is the recipient of the following FTA funds:

- Federal Section 5311 Non-Urbanized Area Formula Grant Program

City of McCook Transit receives Federal funding through the Nebraska Department of Transportation Transit Section. NDOT administers FTA transit service funding and provides all Title VI program oversight for City of McCook Transit.

### Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”*

City of McCook Transit is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

### Authorizing Legislation

Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a Federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

### How to Contact FTA and City of McCook Transit

FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA grant recipients and for oversight of grant implementation for FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located.

For more information regarding City of McCook Transit's Title VI Program, please contact the agency at:

**City of McCook Transit**

Attn: Beth Siegfried, Senior Services Director  
1312 West 5<sup>th</sup> Street, P.O. Box 1059  
McCook, NE 69001  
(308) 345-6098  
[bsiegfried@cityofmccook.com](mailto:bsiegfried@cityofmccook.com)

FTA Headquarters can be contacted at:

**Federal Transit Administration**

Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
888-446-451

The Nebraska Department of Transportation can be contacted at:

**Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

**Governing Body**

The governing body of City of McCook Transit is the McCook City Council. The Council is comprised of five (5) elected members representing the City of McCook, Nebraska.

**FTA Circular 4702.1B**

City of McCook Transit's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

**II. General Reporting Requirements**

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and subrecipients of FTA funding to ensure that their activities comply with US DOT Title VI regulations. Those requirements are summarized below, accompanied by details on how City of McCook Transit's Title VI Program fulfills each requirement.

**1. Requirement to Provide Title VI Assurances**

*In accordance with 49 CFR Section 21.7(a), every application for FTA financial assistance must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.*

City of McCook Transit annually submits its Certifications and Assurances to the Nebraska Department of Transportation (NDOT). NDOT collects City of McCook Transit's Title VI Assurances prior to passing through FTA funds.

## **2. Requirement for First-Time Applicants: N/A**

*New applicants will submit a Title VI program that is compliant with FTA Circular 4702.1B, as well as an assurance that the applicant will carry out the program in compliance with DOT Title VI regulations.*

City of McCook Transit is not a first-time applicant and is therefore exempt from this requirement.

## **3. Requirement to Prepare and Submit a Title VI Program**

*FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA Regional Civil Rights Officer once every three years, or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decision prior to submission to FTA. Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.*

The McCook City Council will approve this Title VI Program by resolution. Documentation of such approval will be submitted with the agency's Title VI Program. The effective date of the Program will be the date of the resolution.

City of McCook Transit will submit its Title VI Program to the Nebraska Department of Transportation for review and approval.

## **4. Requirement to Notify Beneficiaries of Protection under Title VI**

*Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.*

A copy of City of McCook Transit's Title VI Notice to the Public is displayed below. The notice is also displayed in English and Spanish within the agency's service vehicles and in a public location at the agency's main office in McCook, Nebraska. The notice is also available in English on the agency website at <https://www.cityofmccook.com/117/McCook-Public-Transit>.

# Title VI Notice to the Public

## City of McCook Transit

City of McCook Transit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the agency website at <https://www.cityofmccook.com/117/McCook-Public-Transit>; additionally, the form can be requested by contacting the agency at the address provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

To request more information on the agency's Title VI obligations, or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. Title VI Discrimination Complaint Forms and additional information can also be obtained through the Nebraska Department of Transportation (NDOT) website at [www.dot.nebraska.gov](http://www.dot.nebraska.gov), or by contacting NDOT using the information provided below. A telephone interpreter can be provided to assist persons of limited English proficiency.

**City of McCook Transit**  
Attn: Beth Siegfried,  
Senior Services Director  
1312 West 5th Street, P.O. Box 1059  
McCook, NE 69001  
(308) 345-6098  
[bsiegfried@cityofmccook.com](mailto:bsiegfried@cityofmccook.com)

**Nebraska Department of  
Transportation**  
Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402)-479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

**Federal Transit Administration  
Office of Civil Rights**  
Attn: Title VI Program Coordinator  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

City of McCook Transit opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacional de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que cree que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación por completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar en el sitio de web de la agencia en <https://www.cityofmccook.com/117/McCook-Public-Transit>. adicionalmente, se puede solicitar el formulario poniéndose en contacto con la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia, o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. También se puede obtener los Formularios de Quejas de Discriminación del Título VI y información adicional en el sitio de web del Departamento de Transporte de Nebraska (NDOT) en [www.dot.nebraska.gov](http://www.dot.nebraska.gov) o poniéndose en contacto con NDOT a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



## **5. Requirement to Develop Title VI Complaint Procedures and Complaint Form**

*All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them, and shall make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website:*

City of McCook Transit has adopted the Nebraska Department of Transportation's procedures and forms for investigating and tracking Title VI complaints of discrimination. Discrimination Complaint Forms (pictured below) are available in English on the agency website at <https://www.cityofmccook.com/117/McCook-Public-Transit> and are maintained in print form by City of McCook Transit for upon-request distribution; instructions for accessing these forms are provided on the City of McCook Transit's Title VI Notice to the Public.

Copies of City of McCook Transit's Title VI Complaint Procedures and Complaint Form are displayed below. A description of City of McCook Transit's Title VI Complaint Procedures follows the forms.

# Title VI Complaint Procedures

## City of McCook Transit

Any person who believes they have been discriminated against on the basis of race, color, or national origin by City of McCook Transit may file a complaint by completing and submitting the agency's Title VI Complaint Form. Complaints must be submitted within 180 days following the alleged incident. Complaints received after 180 days will not be eligible for investigation.

All Title VI and related statute complaints are considered formal—there is no informal process. Complaints must be made in writing and signed by the complainant on the Complaint Form provided. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. Complaints must include the complainant's name, address, and telephone number, and should specify all issues and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin. Complaints can be submitted to the agency at the following contact information:

### **City of McCook Transit**

Attn: Beth Siegfried, Senior Services Director  
1312 West 5th Street, P.O. Box 1059  
McCook, NE 69001  
(308) 345-6098  
bsiegfried@cityofmccook.com

### **Nebraska Department of Transportation**

Attn: Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>.

*City of McCook Transit will notify the Nebraska Department of Transportation that a complaint has been received. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated. NDOT has 30 days to investigate the complaint. If more information is needed to resolve the case, the agency may contact the complainant to request additional information. The complainant has 15 days from the date of the letter to supply requested information to the investigator assigned to the case.*

*After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days following the closure letter or LOF to do so.*

*Este documento describe el Procedimiento de Queja por Discriminación del Título VI de City of McCook Transit. Para obtener una copia de este documento en español, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



**Public Transit**



# Title VI Discrimination Complaint Form

## City of McCook Transit

To file a Title VI complaint of discrimination, please complete this Complaint Form in full and submit it within 180 days following the alleged incident using the provided agency contact information. Complaints received after 180 days will not be eligible for investigation. Title VI complaints must involve issues pertaining to race, color, or national origin. Complaint Forms may be submitted by an individual or a representative of that individual.

Complaints must be made in writing and contain as much information as possible about the alleged discrimination. If complaints are received by telephone, the information will be documented in writing and provided to the complainant for confirmation or revision and signature prior to processing. The written complaint should include the complainant's name, address, and telephone number, as well as a detailed description of the issues and the name(s) and job title(s) of individuals perceived as parties in the complaint.

After completing this Complaint Form, please return it to the address below:

### **City of McCook Transit**

Attn: Beth Siegfried, Senior Services Director  
1312 West 5th Street, P.O. Box 1059  
McCook, NE 69001  
(308) 345-6098  
bsiegfried@cityofmccook.com

Complainants may also choose to return this form to the Nebraska Department of Transportation at the following address:

### **Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
kari.ruse@nebraska.gov

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints using the FTA form may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

### **Federal Transit Administration**

Office of Civil Rights  
Attn: Complaint Team  
East Building, 5th Floor-TCR  
1200 New Jersey Ave., SE  
Washington, D.C. 20590

*Para obtener una copia de este documento en español, visite el sitio web de la agencia en <https://www.cityofmccook.com/117/McCook-Public-Transit>. Para asistencia adicional, comuníquese con el Departamento de Transporte de Nebraska al número de teléfono que figura arriba. Un intérprete telefónico está disponible para ayudar a personas con dominio limitado del inglés.*



Complainant:	Phone:
Address:	Email:
Person Discriminated Against if Different from Above:	Phone:
Address:	Email:
What is the full legal name of the organization that discriminated against you?:	
Type of Discrimination: <input type="checkbox"/> Race/Color <input type="checkbox"/> National Origin <input type="checkbox"/> Retaliation	Date of Incident:
Date and place of alleged discriminatory actions. Please include earliest date of discrimination and most recent date of discrimination:	
Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also, attach any written material pertaining to your complaint (attach additional pages if necessary):	
Names and contact information of persons (witnesses, others) whom we may contact for additional information to investigate your complaint:	

The complaint will not be accepted if it has not been signed. Please sign and date this complaint form below. You may attach any written materials or other supporting information that you believe is relevant to the complaint.

\_\_\_\_\_ *Signature* \_\_\_\_\_ *Date*

Attachments:  Yes  No

Please submit this completed form using the contact information provided on page 1.

OFFICE USE ONLY	
Received By:	Date:

## **City of McCook Transit Title VI Complaint Procedures**

City of McCook Transit forwards all Title VI complaints of discrimination to the Nebraska Department of Transportation Transit Section for review. Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by City of McCook Transit may file a complaint by completing and submitting the agency's Title VI Complaint Form. Only complaints received no more than 180 days following the alleged incident will be subject to investigation.

All Title VI and related statute complaints are considered formal – there is no informal process. Complaints must be made in writing and signed by the complainant on the form provided. Complaints received by telephone will be placed in writing and provided to the complainant for confirmation or revision and signing prior to processing. For assistance filing a complaint in a language other than English, complainants may contact the agency by phone and an interpreter will be provided to assist the individual as necessary.

Complaints may be filed by the affected individual or a representative of that individual. Complaints must include the complainant's name, address, and telephone number, and should specify all incidences and circumstances of the alleged discrimination. Allegations must be based on issues involving race, color, or national origin.

Complaints may be filed with the agency using the following contact information:

### **City of McCook Transit**

Attn: Beth Siegfried, Senior Services Director  
1312 West 5<sup>th</sup> Street, P.O. Box 1059  
McCook, NE 69001  
(308) 345-6098  
[bsiegfried@cityofmccook.com](mailto:bsiegfried@cityofmccook.com)

Complainants who do not wish to file with the transit agency may contact the Nebraska Department of Transportation to receive assistance filing a complaint. NDOT can also assist individuals in submitting a Title VI Complaint in a language other than English. NDOT can be contacted using the following information.

### **Nebraska Department of Transportation**

Attn: Title VI Transit Manager  
1400 Hwy 2  
Lincoln, NE 68502  
(402) 479-4694  
[kari.ruse@nebraska.gov](mailto:kari.ruse@nebraska.gov)

Complaints may also be filed with the Federal Transit Administration by obtaining their form at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. Complaints to FTA may be submitted via email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mailed to the following address:

**Federal Transit Administration**  
Office of Civil Rights  
Attn: Title VI Program Coordinator  
1200 New Jersey Avenue SE  
Washington, D.C. 20590  
888-446-451

If a complaint is received by City of McCook Transit, the agency will submit the complaint to the Nebraska Department of Transportation for review. Upon receipt of the complaint, the NDOT Transit Section will notify the Federal Transit Administration that a complaint has been filed. The NDOT Transit Manager or other investigator will contact the complainant to:

- Acknowledge receipt of the complaint by the investigator.
- Confirm the complainant received adequate assistance to file the complaint.
- Confirm that the complainant wishes to proceed with the complaint.
- Confirm the existence of allegations that require investigation and/or resolution.
- Gather additional facts and further clarify the complaint.

The complainant will be notified in writing that the complaint was received and will be reviewed by the NDOT Transit Section and FTA Region VII, with the involvement of City of McCook Transit. If the complaint is determined to have validity, it will be investigated. As part of the review, the investigator will, at minimum:

- Gather relevant documentation from the complainant that was not included in the complaint, such as forms, memos, letters, and photographs;
- Maintain a log of all activities associated with the complaint;
- Complete an investigative report containing information, findings, photos, and recommendations for corrective action to be submitted to FTA.

A copy of the complaint, together with a copy of NDOT's investigative report, shall be forwarded to the FTA Region VII Office in Kansas City, MO within 60 days of the date at which the complaint was received by NDOT.

A decision by NDOT to dismiss a complaint can be made for the following reasons:

- The complaint was not filed within 180 days.
- The complaint is not covered by the Title VI statutes for which NDOT is responsible.
- The complaint does not allege any harm covered under the statutes for which NDOT is responsible.
- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeat, documented requests for additional information needed to process the complaint.
- The complainant cannot be located after documented reasonable attempts.

A log will be maintained which is to include the following information:

- The date the complaint/lawsuit was filed.
- A summary of the allegation(s).
- The status of the investigation.
- The actions taken by the recipient/subrecipient in response to the complaint/lawsuit and investigation.
- Documentation to be retained includes the complaint form and a summary of findings.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation, and the complaint will be closed. An LOF summarizes the allegations and interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wished to appeal the decision, they have 30 days following the closure letter or LOF to do so.

For additional questions regarding City of McCook Transit's Title VI complaint procedures or Civil Rights Program, individuals may contact the transit agency at the contact information provided above. For more information on NDOT's Title VI complaints procedure or Civil Rights Program, individuals may contact NDOT at the address provided above.

#### **6. Requirement to Record and Report Title VI Complaints, Investigations, and Lawsuits**

*In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint.*

At this time, City of McCook Transit has not received Title VI complaints of discrimination, and therefore there were no investigations or lawsuits to report.

City of McCook Transit will maintain a list of all investigations, lawsuits, and/or complaints naming the agency, in accordance with the guidelines specified by FTA Circular 4702.1B. A copy of the form that will be used to track such complaints is displayed below. City of McCook Transit will maintain permanent records of all complaint-related documents. The agency will report all Title VI complaints of discrimination to the Nebraska Department of Transportation and the Federal Transit Administration.

# Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints							
Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits						
Name of plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes:

**Submitted by:**  
 Beth Siegfried, Senior Services Director  
 1312 West 5th Street, P.O. Box 1059  
 McCook, NE 69001  
 (308) 345-6098  
 bsiegfried@cityofmccook.com

## **7. Plan to Promote Inclusive Public Participation**

The City of McCook Transit public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the agency's transportation decision-making process surrounding projects, fare and/or service changes, and application for Federal operating assistance. This process allows for:

- Ensuring the timely dissemination of information to the public.
- Considering the input and encouraging the participation of underserved groups in the agency's transportation decision-making processes.
- Granting timely public notice and an adequate review period through this process.
- Facilitating adequate public review of major project revisions.
- Granting opportunity for the review of proposed and final plans.
- Encouraging and documenting public comment.

For these purposes, the agency will announce and hold a public hearing in the event of a fare increase, major change in service, or in the event of a capital construction project. Additionally, the agency will provide adequate public notice in the event of a vehicle purchase or upon the submission of an application for State or Federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service shall include a reduction in total system vehicle hours of 10% or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase shall include an increase in single ride fare for any transit service including other fare categories, or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 14-21 calendar days in advance of the public hearing, and again no later than 5-12 calendar days in advance of the public hearing. Notice of hearings shall include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in Spanish. Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for at least 10 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public upon request. Translations of these minutes, as well as of other publicly released meeting documents (e.g., announcements, surveys, comment cards, etc.) will be made available to members of the public upon request. The availability of translated minutes and/or other public documents will be advertised on the agency's public hearing notice.

### **Summary of Past Outreach Efforts**

City of McCook Transit routinely performs outreach to the public through a number of outlets, including brochures, radio advertising, and through local community partnerships. It should be noted that City of

McCook Transit personnel report daily interaction with minority persons or persons of limited English proficiency – an estimate supported by the Service Area Profile data presented in the Four Factor Analysis accompanying the current Title VI Program submission. As such, the agency’s current public participation strategy has been revised as described above to enhance opportunities for participation by persons of limited English proficiency.

## **8. Providing Meaningful Access to LEP Persons**

*Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people’s lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits.*

### **Four Factor Analysis Results Summary**

City of McCook Transit provides transportation to the general public; transportation is provided to residents within the city limits of McCook, situated in Red Willow County, Nebraska. City of McCook Transit personnel report that contact with clients of limited English proficiency (LEP) is common, with a number of LEP clients in contact with the program at the current time. The following analysis was carried out to inform a Language Assistance Plan that considers the needs of limited English proficient (LEP) persons who could potentially be encountered by the agency as it administers its programs and services in Red Willow County.

To facilitate this analysis, 2016-2020 American Community Survey data was analyzed at the county level. This data was used to inform the Language Assistance Plan accompanying this Four Factor Analysis. The data show that the number and proportion of LEP persons in Red Willow County is low, with approximately 97.3% of the population estimated to speak English only. However, City of McCook Transit personnel report providing transit service to LEP persons on a daily basis.

### **City of McCook Transit Four Factor Analysis**

#### **Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient**

City of McCook Transit provides transportation service for the residents within the city limits of McCook, situated in Red Willow County, Nebraska. To determine the number and proportion of LEP persons residing within the agency’s service area, 2016-2020 American Community Survey data representing languages spoken at home for persons over five years of age was analyzed for Red Willow County. This analysis resulted in the following service area profile. In this analysis, “LEP” was defined as a person who speaks English “less than ‘very well’” according to the American Community Survey. LEP can also be defined as a person who has a limited ability to speak, read, or write the English language.

## **City of McCook Transit service area LEP profile**

- The total number of persons over the age of five included in Red Willow County is 10,098.
- Approximately 97.3% of this total population speak English only.
- From mid-February to mid-March 2022, riders were given a language survey to determine what language(s) riders were comfortable using. City of McCook Transit received no responses.
- Spanish is the largest non-English language group in the City of McCook Transit service area. Notably this language group contains only 101 LEP persons.
- Other language groups in the City of McCook Transit service area contained a very low number and proportion of LEP persons and did not near the Safe Harbor Threshold of 1,000 LEP persons nor a 5% or greater proportion of LEP persons.

## **Service Area Profile Conclusions**

The number and proportion of Spanish-speaking LEP persons in the vicinity of City of McCook Transit is low, with no non-English language groups exceeding the Safe Harbor Threshold of 1,000 or more LEP persons or 5% of the service area population. However, agency personnel report that contact with LEP persons is common, with a number of LEP clients estimated to be in contact with the program at the current time.

### ***Factor 1a: How LEP persons interact with the recipient's agency***

City of McCook Transit personnel report that contact with LEP persons while administering its programs and services is common. It is estimated that such contact would most likely occur while scheduling or providing transportation.

### ***Factor 1b: The literacy skills of LEP persons in their native languages, in order to determine whether the translation of written documents will be an effective practice.***

No complete data could be obtained regarding the native language literacy of LEP Persons within the City of McCook Transit service area. The agency did make surveys on language preference available to all riders from mid-February to mid-March 2022 in English and Spanish with other languages available upon request. The agency received no responses. If a complete data set becomes available, it will be utilized by the agency. However, due to the language assistance resources made available by the agency to LEP persons (see accompanying Language Assistance Plan), it is not estimated that barriers to service due to native language literacy would prevent LEP persons from accessing the agency's programs or services at this time.

### ***Factor 1c: Whether LEP persons are underserved by the recipient due to language barriers***

City of McCook Transit personnel report that interaction with persons of limited English proficiency is common. It is not estimated that barriers to service due to language exist at this time.

## **Factor 2: The frequency with which LEP persons come into contact with the program**

City of McCook Transit personnel report that contact with LEP persons while administering programs and services is occurs daily.

**Factor 3: The Nature and Importance of the Program, Activity, or Service in People's Lives**

City of McCook Transit operates a public transportation service that is open to all individuals. Service is frequently provided to residents enabling them greater mobility and access to critical services. Trip purposes include, but are not limited to, medical appointments; legal counsel; traveling to school, work, and residences; social activities; and engaging in regular daily activities such as banking, shopping, and going to the post office. It is deemed that City of McCook Transit is of high value to the residents of McCook.

**Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach**

City of McCook Transit has access to Title VI LEP outreach resources through the Nebraska Department of Transportation, including Spanish document translation assistance and verbal translation over the phone, Title VI template documents (e.g., Title VI Notice to the Public, Title VI Complaint form, etc.) for City of McCook Transit's use, and general Title VI assistance and oversight.

**City of McCook Transit Language Assistance Plan**

City of McCook Transit currently has access to document translation assistance through the Nebraska Department of Transportation, as well as general Title VI assistance and oversight through this agency. Using this resource, City of McCook Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and posting on the agency website. In the event of a public hearing by City of McCook Transit, publicly distributed meeting documents, including meeting minutes, will be also provided in Spanish upon request using these resources.

City of McCook Transit also has access to verbal translation over the phone through the Nebraska Department of Transportation. The agency will use this resource if in-person or over the phone verbal translation is required when working with riders. The agency will also take reasonable steps to assist LEP persons who may choose to access its programs and services in the future.

Additionally, U.S. Census "I Speak" cards (displayed below) will also be located at the agency's main office to enable LEP persons to quickly identify their spoken language when it cannot be readily identified by a City of McCook Transit staff member. This will assist City of McCook Transit in determining additional language assistance needs as they arise.

United States  
Census  
2020

## Language Identification Card

I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us? If not, someone may contact you who speaks \_\_\_\_\_.

### Español (Spanish 02)

Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.

### 普通话、广东话 (Chinese simplified)

我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们？

(Mandarin 03): 如果没有，可能会有会讲普通话的人与您联系。

(Cantonese 04): 如果没有，可能会有会讲广东话的人与您联系。

如果您閱讀繁體中文，請參閱第2頁（普通話或廣東話）(Chinese traditional on pg 2)

### Tiếng Việt (Vietnamese 05)

Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.

### 한국어 (Korean 06)

저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.

### Русский (Russian 07)

Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.

### العربية (Arabic 08)

أنا أعمل بملعب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلم الإنجليزية و يمكنه ان يساعدنا الآن؟ إذا لا، فقد يتصل بكم شخص يتكلم اللغة العربية.

### Tagalog (Tagalog 09)

Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.

### Polski (Polish 10)

Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.

### Français (French 11)

Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.

### Kreyòl Ayisyen (Haitian Creole 12)

Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou? Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.

### Português (Portuguese 13)

Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.

### 日本語 (Japanese 14)

私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか？もしない場合は、日本語を話す係員があなたに連絡をすることがあります。

## **Monitoring, Evaluating, and Updating the LEP Plan**

City of McCook Transit will update the current Language Assistance Plan as required. At minimum, the plan will be reviewed and updated every three years. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update. Description of how the needs of LEP persons have been addressed.
- Determination of the current LEP population within the agency service area.
- Determination of whether the need for language assistance has changed.
- Determination of whether local language assistance has been effective and sufficient at meeting needs.
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance.
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons.

## **Employee Training**

City of McCook Transit's transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless to race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

City of McCook Transit's Transit Manager has taken part in Title VI planning and training sessions through the Nebraska Department of Transportation and University of Nebraska.

Additional resources for employee training include a Title VI training hosted by the Nebraska Department of Transportation and the University of Nebraska, and ongoing Title VI assistance and oversight provided by the Nebraska Department of Transportation and University of Nebraska at Omaha.

## **9. Minority Representation on Planning and Advisory Bodies**

*Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, nonelected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.*

City of McCook Transit currently does not have a transit-related, non-elected planning board or committee. In the event such a committee were established prior to the agency's next Title VI program submission, the following table (pictured below) would be used to depict minority representation on said committee.

**Sample Minority Representation Table**

<b>Minority Representation Table</b>							
--------------------------------------	--	--	--	--	--	--	--

# of non-elected members	% Caucasian	% African American	% Latino	% Asian American	% Native American	% Other Ethnicity	Notes

**10. Requirement to Provide Assistance to Subrecipients: N/A**

City of McCook Transit is not a primary recipient and is therefore exempt from this requirement.

**11. Monitoring of Subrecipients: N/A**

City of McCook Transit is not a primary recipient and is therefore exempt from this requirement.

**12. Equity Analysis to Determine Site or Location of Facilities**

*Title 49 CFR Section 21. 9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part."*

*Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.*

In the last seven years, City of McCook Transit has not acquired land to build a new facility including storage, maintenance, and operations.

In possible future circumstances, City of McCook Transit will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects. The agency will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The agency will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur prior to the selection of the preferred site.

When evaluating the locations of facilities, City of McCook Transit will give attention to other facilities with similar impacts in the area to determine whether any cumulative adverse impacts might result. Analysis will be conducted at the Census tract or block group, where appropriate, to ensure that proper perspective is given to localized impacts.

If the agency determines that the location of a project will result in a disparate impact on the basis of race, color, or national origin, the agency will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and when there are no alternative locations that would have a less disparate impact on the basis of race, color, or nation origin. The agency will show how both tests are met and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin; the agency will then implement the least discriminatory alternative.

### **13. Requirement to Provide Additional Information upon Request**

*FTA may request, at its discretion, information other than that required by FTA Circular 4702.1B from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulation.*

City of McCook Transit will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

### **III. Requirements and Guidelines for Fixed-Route Transit Providers: N/A**

City of McCook Transit is not a provider of fixed route transportation and is therefore exempt from this requirement.

### **IV. Requirements for States: N/A**

### **V. Requirements for Metropolitan Planning Organizations: N/A**

### **VI. FTA Compliance Reviews: N/A**

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM:** 3.J.

Adopt Resolution 2023-05 approving the McCook Municipal Center Information Technology Disaster Recovery Plan.

---

**BACKGROUND:**

The McCook Municipal Center Information Technology Disaster Recovery Plan has been put in place as a means to identify and mitigate risks while additionally planning restoration efforts following the event of a disaster. The plan outlines all the information technology resources that can be affected and the different types of disasters that we wish to avoid. It is a step by step procedure on how to identify possible risks, implement risk mitigation and have a tested/proven plan in place to address a disaster if it occurs.

**FISCAL  
IMPACT:** None.

**APPROVALS:**

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

March 30, 2023

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

March 30, 2023

**RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE CITY OF MCCOOK ADOPTING THE MCCOOK MUNICIPAL CENTER INFORMATION TECHNOLOGY DISASTER RECOVERY PLAN.**

**WHEREAS,** the City of McCook wants to implement a Disaster Recovery Plan as a way to identify risks, implement risk mitigation and have tested/proven plans in place to address a disaster if it occurs; and

**WHEREAS,** in consideration of the continuing rise in cyber attacks and by facilitating the identification, analysis, remediation of risk & vulnerabilities, the City of McCook realizes the full value that vulnerability management can provide; and

**WHEREAS,** the City of McCook desires to protect the City of McCook, its customers and its staff from unnecessary risk or loss of data and information technology equipment and resources.

**WHEREAS,** this contingency and disaster recovery plan is a means to identify and mitigate risks while additionally planning restoration efforts following a disaster event.

**NOW THEREFORE, BE IT RESOLVED;** that the Mayor and City Council of the City of McCook, Nebraska, do hereby adopt the McCook Municipal Center Information Technology Disaster Recovery Plan, a copy of which is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 3<sup>rd</sup> day of April, 2023.

---

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

ATTEST:

---

Lea Ann Doak, City Clerk-Treasurer



# **McCook Municipal Center Information Technology Disaster Recovery Plan**

**April 3, 2023**

**Approved by Resolution 2023-05**

# Table of Contents

[Purpose](#)

[Overview](#)

[Stakeholders](#)

[Applicability](#)

[Risk Management Application](#)

[Critical Resources](#)

[Essential Resources](#)

[Disaster Risks, Mitigation, Response & Recovery](#)

[Fire](#)

[Flood](#)

[Tornados / High Winds](#)

[Earthquake](#)

[Cyber Attack](#)

[Virus](#)

[Ransomware and/or Data Breach](#)

[Denial of Service](#)

[Google Admin Hijack](#)

[Insider Threat](#)

[Drive-By/Trojans/Adware/Spyware](#)

[External-Web-App Attack](#)

[Bots/Botnets](#)

[Social Engineering](#)

[Password Attack](#)

[Bomb Threat](#)

[Power Loss / Lightning Strike](#)

[Insects / Vermin](#)

[Gas Leak](#)

[Theft / Vandalism](#)

[Building Structural Integrity Failure](#)

**Purpose:**

This contingency and disaster recovery plan is a means to identify and mitigate risks while additionally planning restoration efforts following the event of a disaster.

**Overview:**

City of McCook, Nebraska does not want to expose itself to unnecessary risk or loss of data and cyber attacks are no exception. Implementing a Disaster Recovery Plan is a way to identify risks, implement risk mitigation and have tested/proven plans in-place to address disaster if it occurs. In consideration for the continuing rise in cyber attacks and by facilitating the identification, analysis, remediation of risks & vulnerabilities, the City of McCook realizes the full value that vulnerability management can provide. Many organizations strive for compliance with certain standards and/or regulations; however, meeting these standards does not address all the security weaknesses that may be exploited -- protecting the City of McCook, our objectives and our staff/customers is the greater priority. Our intent with the Disaster Recovery Plan is to work towards the goal of increasing our security posture to reduce risk and help meet our organizational objectives.

**Stakeholders:**

The key decision makers and subject matter experts, as identified by the City Manager as Risk Management Approval Authority, are as follows:

- Nate
- Lea Ann
- Joel
- Marc
- Tera
- Kyle
- Pat

These individuals will review this Disaster Recovery Plan quarterly and implement changes to the plan upon consensus approval of stakeholders.

**Applicability:**

This document applies to all personnel that interact with the City of McCook network or network resources. Actions within this plan will be coordinated by City of McCook staff and portions require both internal and external personnel to achieve success.

## **Risk Management Application:**

The following four principles will be followed:

1. Accept risk when benefits outweigh the cost
2. Accept no unnecessary risk
3. Anticipate and manage risk by planning
4. Make risk decisions at the right level

The risk management process used is:

1. Identify what could go wrong
2. Assess impact & likelihood then prioritize/rank each
3. Determine how to control/mitigate the threat or document 'accepted risk'
4. Implement mitigation/control measures
5. Monitor & report findings to decision makers who adjust if needed

## **Critical Resources:**

Critical resources involve the actual resource and the subcomponents necessary for the critical resource to function. The following resources have been deemed as 'critical' or 'core' for our operations as an outage halts our organizational objectives (work stoppage):

- On-site network authentication
  - Domain Controller (minimum one accessible)
    - for Admin, McCITY-DC1 ON McCITY-VMHOST2 and/or McCITY-DC2 on McCITY-VMHOST, McCITY-FortiAuth
    - for PD, Mc-PD-DC ON Mc-PD-VMHOST and/or Mc-PD-DC2 on Mc-PD-VMHOST2
  - Switch/Router between client system and Domain Controller
- McCITY-Neptune/McCITY-Fiche/McCITY-FortiAuth on McCITY-VMHOST server data
- Google Drive access
  - Modem & Firewall (with Internet access)
  - Switch/Router between client system and firewall
  - Google services (external resource)
- Google GMail
  - Modem & Firewall (with Internet access)
  - Switch/Router in path to firewall
  - Google services (external resource)

## **Essential Resources:**

Essential resources involve the actual resource and the subcomponents necessary for the critical resource to function but does not include those identified as Critical Resources. The following resources have been deemed as "essential" for our

operations as an outage is considerably hindering our organizational objectives (work around may or may not exist)

- Mc-PD-Justice
- Domain Controller
- Sleuth-Srv
- INCODE (ERP Pro 9) PCs
- McCity-File-App Server
- McPD-Files Server
- McCITY-Fiche
- McCITY-Neptune
- Mc-PD-DC
- Radio Communications
- Google Services
- FortiAuthenticator Device
- Cell Signal
- Internet connectivity (Modem)
- Firewall
- All switches/routers throughout facilities

### **Disaster Risks, Mitigation, Response & Recovery:**

Having a Disaster Recovery Plan provides a way-ahead for restoration efforts; however, mitigation efforts to prevent such disasters can be even more important. The following are the perceived risks, mitigation measures being taken for prevention, what level of risk is deemed as “acceptable” and the responsive/restoration actions to be taken from a general perspective – where Business Continuity Plans or Incident Response Plans exist, they take priority over the following generalities:

#### **Fire:**

All city buildings have HVAC and other electrical devices that could generate heat or pose an electrical hazard. All city buildings have flammable materials. Our geographical region has been under drought conditions for multiple years and wildfires external to our buildings are a threat. Arson is a possibility for those seeking to disrupt city services.

- **Mitigation:**
  - Water suppression currently exists in municipal facility; however, this creates an additional threat to affected equipment. We have temperature monitoring and alerting installed in the Fire Department living quarters and in the elevator chase - the threshold will be below the threshold of the sprinkler system and alerting will provide around-the-clock notifications so heat issues can be addressed prior to sprinkler system activation. Each

room of the building is inspected quarterly by Nebraska Fire and Safety for safety concerns including fire hazards.

- Camera systems both internally and externally will identify arsonists and doors will be verified as locked in end-of-day checks as a further deterrent.
- Fire alarms are installed in every room and every hallway which are tied to a central system which notifies the fire department when one is triggered. In addition, McCook Police Department Dispatch will phone the fire department when an alarm triggers to validate notification as per the fire response plan.
- Manual fire extinguishers exist at administration office east hallway, administration office breakroom, municipal building lobby, police department hallway by patrol office, police department hallway by detective offices, fire department living quarters, fire department mechanical room, one in fire department hallway, one in the training room hallway, two in fire department apparatus bay, and are inspected quarterly by McCook Fire Department.
- Point of Contacts (POCs) for fire damage cleanup are documented and verified every 6 months.
- Training: Fire Response Plan is trained to all staff members upon hiring and recurs annually. Fire escape route maps posted in each department and public meeting area. Our fire department is on site and all staff members are trained on fire extinguisher usage and training conducted annually which includes instruction by local Fire Department professionals.
- **Accepted-Risk:**
  - A fire suppression system that is not catastrophic to electronic equipment could be utilized; however, the fiscal cost exceeds the threshold determined for acceptable risk. Temperature monitoring and alerting, with adequate response time prior to sprinkler activation, is the mitigation measure applied.
  - No other risk is deemed acceptable in regards to the threat of fire
- **Response:**
  - In the event of wildfires approaching, guidance from local authorities will be followed and 20/20 Technologies will be contacted to verify integrity of off-site backups.
  - For all fires, a staff member will trigger fire alarms, per their training.
  - For small fires, staff members will trigger fire alarms then may attempt to extinguish with manual fire extinguishers. Training provided emphasizes the importance of safety first and having multiple escape routes.
  - Photographs to be taken for insurance claims
  - Post - Status update to 20/20 Technologies and stakeholders
- **Recovery:**
  - Coordinate with insurance company for equipment replacements

- Coordinate with 20/20 Technologies for implementation of equipment replacements and for restoration from backups
- Coordinate with fire damage cleanup POCs to restore affected areas
- Replace expended fire extinguishers
- Review control measures and lessons-learned to incorporate into mitigation measures

## **Flood:**

The City of McCook municipal building is not located in a floodplain and has exceptional drainage systems thus the likelihood of natural flood is low. A flood due to water main break, sprinkler system malfunction or roof leak is a strong concern at the municipal building location. The presence of water at high voltage electrical is an electrical shock threat to personnel, as well.

- **Mitigation:**
  - Electrical equipment in the Municipal building server room is elevated above floor level as a precaution of backflow through floor drainage pipe.
  - Tarps are stored in the server room of the police department and are easily accessible in the event of a roof leak.
  - POCs for water damage cleanup are documented and verified every 6 months.
  - Training: McCook Fire Department is on site and are trained in emergency actions for electrocution victims.
- **Accepted-Risk:**
  - Automated pumps and sealed walls/ceilings are a means to considerably mitigate the risk of flood from leaking roof, back-flowed pipes, faulty HVAC/fire-sprinkler systems, wall seepage and many other flood hazards; however, the fiscal cost exceeds the perceived benefits gained. Alerting equipment has been selected as a mitigation measure to reduce this threat.
  - No other risk is deemed acceptable in regards to the threat of flood, moisture and humidity.
- **Response:**
  - Connect tarps above equipment racks to reduce water contact from ceiling leaks. Strongly consider shutting down equipment due to the water/electrical hazard and due to the increased heat generation caused by utilizing the tarp.
  - Mold prevention by promptly contacting POCs for water damage cleanup
  - Photograph damaged materials for insurance claims

- In the event of a flood potential affecting the area, local authorities will be sought for guidance and possible evacuation. 20/20 Technologies will be contacted to verify integrity of off-site backups.
  - Post - Status update to 20/20 Technologies, parents/guardians and stakeholders
- **Recovery:**
  - Discard items not worth retaining
  - Contact insurers and coordinate replacement of damaged
  - Clean and rehabilitate the disaster site
  - Contact 20/20 Technologies for restoration from backups
  - Review control measures and lessons-learned to incorporate into mitigation measures

### **Tornados / High Winds:**

Considering our location, this is a very real possibility and with substantial destructive damage potential. Strong winds are often accompanied by heavy rainfall and hail potential which compounds the threat further.

- **Mitigation:**
  - Windows, Doors, Roof....anything special?
  - Tornado siren testing & audibility test?
  - Insurance coverage addressing tornado, high wind, hail/rain damage
  - POCs for tree/debris removal are documented and verified every 6 months
  - Training: All staff members are trained in tornado/high-winds response as per the Tornado/High Winds Response map with annual recurring training. When tornado watch is issued during operating hours, staff can refer to maps posted in each department or public meeting area.
- **Accepted-Risk:**
  - We acknowledge that an underground facility would provide greater protection from this threat; however, the fiscal cost is too great. Training and data backups are used to mitigate this threat.
  - We acknowledge that a continuity-of-operations site would be beneficial in providing an alternate location to meet our objectives with minimal downtime; however, the fiscal cost exceeds our restraints. Training and data backups are used to mitigate this threat.
  - No other risk is deemed acceptable in regards to the threat of tornado and high winds.
- **Response:**

- Prior - If time permits, contact 20/20 Technologies to verify integrity of off-site backups
- Prior - If time permits, consider requesting 20/20 Technologies gracefully power-down all server systems due to potential power fluctuations
- Implement Tornado/High Winds Response Plan
- Post - Photograph for insurance purposes
- Post - Status update to 20/20 Technologies, parents/guardians and stakeholders
- **Recovery:**
  - Coordinate with 20/20 Technologies for restoration from backups
  - Coordinate with POCs for tree/debris removal, if present.
  - Coordinate with POCs for building structural integrity, if potentially compromised
  - Coordinate with insurance for replacements
  - If no perceived damage, power-on systems
  - Begin plans for facility rebuild and potential temporary operating locations

### **Earthquake:**

The threat of damage from earthquake in Nebraska is considered to be low -- Nebraska is ranked 45th for earthquake damage. The Humboldt Fault is the largest known threat which resides in the state; however, it's primarily considered inactive. Much of the geographical landscape of Nebraska is unknown as very few rock outcroppings and formations exist which would reveal strong indications. Nebraska does receive earthquakes both internally and from neighboring states but the impact is low. The threat of earthquake can't be ignored but does not carry the same weight as some other perceived threats.

- **Mitigation:**
  - Training: All staff members are trained in earthquake response.
  - Facilities currently meet earthquake protection standards for Nebraska and new construction projects are only approved if meeting earthquake safety standards. "Safe" zones within each building exist and are adequate for protecting all on-site personnel.
  - Insurance coverage for earthquake damage
  - Backups run multiple times daily and are copied both locally and in the Cloud which provide a fallback point for critical data
  - Integrity checks of backups are performed nightly to ensure safety of backup data
  - Quarterly, 20/20 Technologies is contacted and we perform an actual or simulated random restore of data or full-server for a

random date and results are documented. In this way, we validate the success of our backup and restoration plan.

- **Accepted-Risk:**
  - We acknowledge that structural advancements can further reduce earthquake damage; however, the fiscal cost is considered too great in consideration for the perceived level of likelihood for this threat. Personnel training, allocation of “safe” zones and incorporating earthquake safety into construction projects is our mitigation strategy.
  - We recognize that providing a continuity-of-operations site would be beneficial for resuming operations at an alternate site with minimal downtime; however, the fiscal cost exceeds our restraints. Utilization of data backups to protect data off-site is our mitigation strategy.
  - No other risk is deemed acceptable in regards to the threat of earthquake.
- **Response:**
  - Warnings are not common for earthquakes, personnel are to implement the training provided for the safeguarding of life
  - Post - facility check for structural integrity
  - Post - Photograph for insurance purposes
- **Recovery:**
  - Coordinate with 20/20 Technologies for restoration from backups
  - Coordinate with POCs for tree/debris removal, if present.
  - Coordinate with POCs for building structural integrity, if potentially compromised
  - Coordinate with insurance for replacements
  - Begin plans for facility rebuild and potential temporary operating locations

### **Cyber Attack:**

There are multiple methods of cyber attacks and some tactics can utilize multiple methods. Layering our defenses provides multiple chances to prevent an attack. We understand new vulnerabilities are discovered almost daily and that no defense is full protection though the intent is to prevent and deter. Utilizing hardware and software solutions are essential although training our network users is crucial for protecting the network. The following cyber attack methods are broken into subcategories:

**Cyber attack - Virus:** These focus on spreading damaging code across multiple computers but can be introduced by downloading compromised files, opening malicious email, connecting to a compromised website, connecting a compromised device or spreading across network between computers.

○ **Mitigation:**

- Cyber insurance coverage to address devices unusable due to viruses
- Backups run multiple times daily and are copied both locally and in the Cloud which provide a fallback point for critical data
- Server and data backups can roll-back to 30 days in an effort to restore to an uncorrupted point
- Integrity checks of backups are performed nightly to ensure safety of backup data
- Quarterly, 20/20 Technologies is contacted and we perform an actual or simulated random restore of data or full-server for a random date and results are documented. In this way, we validate the success of our backup and restoration plan.
- The built-in Windows Defender antivirus product is included with our Windows operating system and provides the most basic antivirus detection capability. This antivirus is what we have for the Police Department, Senior Center and Library. The Administration office and the Fire Department has Bitdefender, host-based-firewall, host-based-network-monitor, content filter, endpoint protection product.
- We have coordinated with 20/20 Technologies to have monthly updates applied to our computers to reduce exposure by patching known vulnerabilities.
- At least annually, we coordinate to have a cyber security vulnerability assessment conducted to identify weaknesses to address in our environment and incorporate necessary changes into this Disaster Recovery Plan.

○ **Accepted-Risk:**

- We acknowledge that there are far better antivirus solutions including centrally managed solutions that can be used for the Police Department, Library and Senior Center; however, the risk has been accepted with mitigation methods being user training and the built-in antivirus product where possible
- We acknowledge that other defense gaps can lead to virus spread

○ **Response:**

- Follow the Incident Response Plan for Cyber Attack - Virus
- Coordinate with authorities at Nebraska Office of the CIO-(402)471-3677

- **Recovery:**
  - Full scan of system with two separate antivirus programs to verify clean
  - Consider reconnecting to network

**Cyber attack - Ransomware and/or Data Breach:** This can involve an attacker having internal access to the network or malicious software being executed. This attack can involve exfiltrating data from your network and/or encrypting media such that it is unusable/inaccessible. Both methods typically involve the attacker demanding a ransom; they may or may not release the information back to you and may retain off-loaded information for another ransom demand later.

- **Mitigation:**
  - Cyber insurance coverage to address ransomware
  - Implementation of least privilege meaning that each individual account has no more than the minimum permissions required to complete assigned tasks
  - Separation of administrative accounts from daily user accounts to prevent many types of attacks from automatically running as administrator
  - Backups run multiple times daily and are copied both locally and in the Cloud which provides a fallback point for critical data
  - Server and data backups can roll-back to 30 days in an effort to restore to an uncorrupted point
  - Integrity checks of backups are performed nightly to ensure safety of backup data
  - The built-in Windows Defender antivirus product is included with our Windows operating system and provides the most basic antivirus detection capability. This antivirus is what we have for the Police Department, Senior Center and Library. The Administration office and the Fire Department has Bitdefender, host-based-firewall, host-based-network-monitor, content filter, endpoint protection product.
  - We have coordinated with 20/20 Technologies to have monthly updates applied to our computers to reduce exposure by patching known vulnerabilities.
- **Accepted-Risk:**
  - We acknowledge that there are far better antivirus solutions including centrally managed solutions that can be used for the Police Department, Library and Senior Center; however, the risk has been accepted with mitigation methods being user training and the built-in antivirus product where possible.

- We acknowledge that ransomware can be implemented despite antivirus protection and hope to mitigate this by rolling back to backup image.
  - We acknowledge that data exfiltration, which is common for ransomware, is not being safeguarded against.
- **Response:**
  - Follow the Incident Response Plan - Ransomware
  - Coordinate with authorities at Nebraska Office of the CIO-(402)471-3677
  -
- **Recovery:**
  - Full scan of system with two separate antivirus programs to verify clean
  - Consider reconnecting to network
  - Recovery from backups
  - Reporting of breach as required by applicable laws and regulations
  - Reputation repair due to data breach
  - Legal consultation due to data breach liability

**Cyber attack - Denial of Service:** An attack aimed to overload the external-facing entity of the network (such as a firewall) for the purpose of crashing a device or providing opportunities for malicious activities to be buried within massive logs. Denial of Service, including loss of Internet access, could also occur from physical connectivity issues or device misconfigurations. Prior to the 1980s/1990s, organizations were functioning without common Internet access but since that time, we have become more and more dependent upon it. The loss of Internet access is often substantially detrimental to operations.

- **Mitigation:**
  - Implemented modern firewall which has increased resiliency against overload attacks
  - We have coordinated with 20/20 Technologies to have monthly updates applied to our firewall and servers to reduce exposure by patching known vulnerabilities.
  - Maintain POC list for Internet Service Provider(s) and firewall managers which is validated every 6 months
  - We currently have three Internet Service Providers meaning we could fail-over or load-balance traffic under these conditions.
  -
- **Accepted-Risk:**
  - Implementing hardware such as Intrusion Prevention System can actively block these malicious attacks prior to reaching the firewall;

however, the saturation of the network link would still exist - it would mitigate impact to the firewall.

- **Response:**
  - Disconnect modem to reduce network from barrage of attacks, if outage caused by traffic surge
  - Coordinate with authorities at Nebraska Office of the CIO-(402)471-3677, if caused by attack
  - Contact Internet Service Provider to determine if outage exists and to report the outage
  - Contact 20/20 Technologies for on-site review of firewall status and logs to diagnose cause of outage
- **Recovery:**
  - Review logs, review configurations, reconnect to network, determine way-ahead to prevent repeat of outage

**Cyber attack - Google Admin Hijack:** As email is hosted on Google as well as staff data, Chromebook registration and Chromebook apps, the administrative access to this must be strongly secured.

- **Mitigation:**
  - Google Support
  - Strong passwords
  - Two-Factor Authentication mandatory
  - Review of administrator access accounts quarterly
  - Review of all user and device accounts annually
- **Accepted-Risk:**
  - We understand that the data resides in the Cloud rather than our local network and thus rely on Google for safeguarding the data. We mitigate this by trusting Google to provide stronger security than our environment can provide
  - We understand that as the data resides in the Cloud rather than our local network, we have no control over how our data is being managed nor whom Google has provided access to. We entrust Google policies to make the best decisions for safeguarding this data.
  - We understand the insurmountable surface area that the Cloud increases our cyber exposure as the data can be accessed anywhere and thus attacks launched from anywhere. We have accepted this risk as-is due to the nature of the Cloud creating these vulnerabilities but feel the benefits exceed this perceived risk.
- **Response:**
  - Contact Google Support
- **Recovery:**

- Determined by what Google Support can provide
- Implement password change for all users
- Validate all accounts to prevent rogue account existence
- Review Google Admin configurations

**Cyber attack - Insider Threat:** Individuals using their authorized access or knowledge of the organization to harm the organization whether malicious, complacent or through unintentional act is a considerable risk. It is also exceptionally difficult to identify in advance.

○ **Mitigation:**

- Implementation of least privilege meaning that each individual account has no more than the minimum permissions required to complete assigned tasks
- Separation of administrative accounts from daily user accounts to prevent many types of attacks from automatically running as administrator
- Accounts are validated annually to identify rogue accounts
- We have coordinated with 20/20 Technologies to have monthly updates applied to our computers to reduce exposure by patching known vulnerabilities.
- Training: Staff are trained on what insider threat is and indicators to be wary of
- Security cameras are placed in key locations both internally and externally with logs stored off-site
- Wireless networks are isolated from the operations network

○ **Accepted-Risk:**

- Insider Threat is not an accepted-risk though the nature of the City of McCook is limited in screening and surveillance of network users
- The wireless network is isolated from the operational network; however, it still travels through the same firewall and modem. This poses an avenue for attack that could interfere with our operational network; however it's deemed an accepted risk for the convenience of having a wireless network.

○ **Response:**

- Disable suspected accounts
- Data exfiltration or data transfer must be accessed and way-ahead determined
- Malicious acts likely fall under another category

○ **Recovery:**

- Determined by information available

**Cyber attack - Drive-By/Trojans/Adware/Spyware:** Unintended software installations completed by installing bundled software, hidden programs within desired programs, or installed upon visiting a compromised website are attack vectors for receiving malicious code that are a threat to our network.

○ **Mitigation:**

- Implementation of least privilege meaning that each individual account has no more than the minimum permissions required to complete assigned tasks. This reduces the permissions granted by compromising the logged-on user account.
- We have coordinated with 20/20 Technologies to have monthly updates applied to our computers to reduce exposure by patching known vulnerabilities.
- Separation of administrative accounts from daily user accounts to prevent many types of attacks from automatically running as administrator. This eliminates local cached copies of profiles on user computers.
- Backups run multiple times daily and are copied both locally and in the Cloud which provides a fallback point for critical data.
- Integrity checks of backups are performed nightly to ensure safety of backup data
- The built-in Windows Defender antivirus product is included with our Windows operating system and provides the most basic antivirus detection capability. This antivirus is what we have for the Police Department, Senior Center and Library. The Administration office and the Fire Department has Bitdefender, host-based-firewall, host-based-network-monitor, content filter, endpoint protection product.
- Cyber insurance coverage to address malicious logic

○ **Accepted-Risk:**

- We acknowledge that there are far better antivirus solutions including centrally managed solutions that can be used for the Police Department, Library and Senior Center; however, the risk has been accepted with mitigation methods being user training and the built-in antivirus product where possible
- We acknowledge that malicious logic can be implemented despite antivirus protection and hope to mitigate this by protecting critical data in backups.
- We understand that restricting Internet access to only approved websites would limit exposure; however, the necessity to access large amounts of Internet data for the purposes of research and education are more beneficial.

○ **Response:**

- Follow the Incident Response Plan for Cyber Attack - Virus
- Coordinate with authorities at Nebraska Office of the CIO-(402)471-3677.
- **Recovery:**
  - Full scan of system with two separate antivirus programs to verify clean
  - Consider reconnecting to network

**Cyber attack - External-Web-App Attack:** Websites and applications that are accessible from the Internet are easier to target by external attackers. Whether hosted in the Cloud or housed external to the network's firewall, the remote accessibility feature that these offer to users permitting functionality from anywhere also make these targetable by attackers from anywhere.

- **Mitigation:**
  - Backups run multiple times daily and are copied both locally and in the Cloud which provides a fallback point for critical data.
  - Integrity checks of backups are performed nightly to ensure safety of backup data.
  - The built-in Windows Defender antivirus product is included with our Windows operating system and provides the most basic antivirus detection capability. This antivirus is what we have for the Police Department, Senior Center, and Library. The Administration office and the Fire Department has Bitdefender, host-based-firewall, host-based-network-monitor, content filter, endpoint protection product.
  - Entrust external hosts for protecting data (i.e., Google and Facebook).
  - Cyber insurance coverage to address malicious logic.
- **Accepted-Risk:**
  - We acknowledge that there are far better antivirus solutions including centrally managed solutions that can be used for the Police Department, Library and Senior Center; however, the risk has been accepted with mitigation methods being user training and the built-in antivirus product where possible.
  - We acknowledge that malicious logic can be implemented despite antivirus protection and hope to mitigate this by protecting critical data in backups.
  - We understand that the data resides in the Cloud rather than our local network and thus rely on Google for safeguarding the data. We mitigate this by trusting Google to provide stronger security than our environment can provide.

- We understand that as the data resides in the Cloud rather than our local network, we have no control over how our data is being managed nor whom the Cloud-provider (i.e. Google/Facebook) has provided access to. We entrust the Cloud Provider's policies to make the best decisions for safeguarding this data.
- We understand the insurmountable surface area that the Cloud increases our cyber exposure as the data can be accessed anywhere and thus attacks launched from anywhere. We have accepted this risk as-is due to the nature of the Cloud creating these vulnerabilities but feel the benefits exceed this perceived risk.
- Discontinuing external-facing websites and applications would eliminate this threat; however, the need to communicate information externally is deemed more beneficial than the risk.
- **Response:**
  - Follow the Incident Response Plan for Cyber Attack - Virus
  - Coordinate with authorities at Nebraska Office of the CIO-(402)471-3677
  - Coordinate with website host (i.e., Facebook, GoDaddy, Google)
- **Recovery:**
  - Full scan of system with two separate antivirus programs to verify clean
  - Consider reconnecting to network

**Cyber attack - Bots/Botnets:** An attacker that compromises the security of a device can implement command-and-control logic. In this method, an attacker can orchestrate large scale attacks from a multitude of locations in coordinated efforts. Alternatively, the compromised computer could be utilized to launch attacks against other internal assets.

- **Mitigation:**
  - Implementation of firewall with logging
  - We have coordinated with 20/20 Technologies to have monthly updates applied to our computers to reduce exposure by patching known vulnerabilities.
- **Accepted-Risk:**
  - Utilizing an Intrusion Detection/Prevention System internally and externally to the network would identify these threats and others; however, the financial funds are not currently available
  - Utilizing Host Intrusion Prevention System on each device would identify these threats and others on compatible devices; however, the financial funds are not currently available.
- **Response:**
  - Disconnect suspected computer

- Contact/Coordinate with authorities at Nebraska Office of the CIO- (402)471-3677, for forensics and reporting
- **Recovery:**
  - Review logs for traffic generation and scan for malicious code prior to reconnecting

**Cyber attack - Social Engineering:** Targeting end-users through various methods has continued to be a successful attack vector. This can include phone calls, phishing, whaling, dumpster diving, and impersonation. Due to the nature of these attacks, limiting permissions and educating all personnel is the recommended means to address this difficult vector. By nature, most people are willingly helpful and have good intentions when unwittingly providing key information in a social engineering attack.

- **Mitigation:**
  - Training: All Staff members receive quarterly training on social engineering goals and tactics.
  - Implementation of least privilege meaning that each individual account has no more than the minimum permissions required to complete assigned tasks. This reduces the permissions granted by compromising the logged-on user account.
  - Separation of administrative accounts from daily user accounts to prevent many types of attacks from automatically running as administrator. This eliminates local cached copies of profiles on user computers.
- **Accepted-Risk:**
  - No risk is deemed acceptable in regards to Social Engineering cyber attacks
- **Response:**
  - Determined by information provided and probable threat
- **Recovery:**
  - Determined by information provided and observed damage

**Cyber attack - Password Attack:** Given enough time, any password can be decrypted and with the improvements to computing capability, this continues to become a faster process. Technologies such as multi-factor-authentication (Two-Factor authentication) complicates this as it requires more than username/password to authenticate.

- **Mitigation:**
  - We have coordinated with 20/20 Technologies to have monthly updates applied to our computers to reduce exposure by patching known vulnerabilities.

- Backup of Domain Controller in the event Active Directory has been unrecoverable compromised
- Multifactor Authentication using McCITY-FortiAuth
- Implementation of least privilege meaning that each individual account has no more than the minimum permissions required to complete assigned tasks which will limit impact of compromised accounts
- Separation of administrative accounts from daily user accounts to prevent many types of attacks from automatically running as administrator
- Accounts are validated annually to identify rogue accounts
- Review of administrator access accounts quarterly
- Review of all user and device accounts annually
- **Accepted-Risk:**
  - The importance of strong passwords is significant and is key to prolonging password cracking attempts.
- **Response:**
  - 20/20 Technologies contacted to change all passwords. For user accounts, 20/20 will be provided usernames and passwords and all accounts will be required to change password upon logon.
  - Google environment is handled by Deputy City Clerk or Financial Administrative Assistant.
  - 20/20 Technologies contacted to review logs to determine activities taken on compromised accounts
- **Recovery:**
  - To be determined based on activities taken by attacker

**Bomb Threat:** Whether an actualized danger or a posed threat, a bomb threat interferes with the City of McCook services and is not taken lightly.

- **Mitigation:**
  - None identified
- **Accepted-Risk:**
  - No risk is deemed acceptable for bomb threat
- **Response:**
  - From a safe location, 20/20 Technologies contacted to initiate backup of protected systems to capture the latest data to backups.
  - From a safe location, McCook Police Department and/or 20/20 Technologies will remotely monitor camera systems as the evacuation may be used as a distraction for malicious activities to occur which may threaten network integrity.
- **Recovery:**

- To be determined based on impact of threat

**Power Loss / Lightning Strike:** Electronic devices rely upon electricity for continuous operations despite natural and human-created interruptions.

- **Mitigation:**
  - Server equipment is stored in equipment racks configured with power strips along each edge of rack
  - Uninterruptible Power Supply (UPS) provides power to one side of an equipment rack and may power one side of an adjacent equipment rack. Each equipment rack will be connected to two UPS units -- one for each of the two power strips in each rack.
  - All critical and essential systems/devices have dual-power supplies with one power cord going to opposite power strips within the rack. In this way, if one power supply or one UPS fails, the system is sustained by the remaining power supply and UPS.
  - UPS will only be utilized that have built-in surge protection and line conditioning (provides additional power during brown-outs that don't cause black-outs).
  - UPS have off-site notification capability to alert when systems are running on battery
  - During monthly walk-through inspections by 20/20 Technologies, the UPS will be observed for alerts that would indicate surge protection compromised
  - Insurance coverage to include electrical damage of key assets
  - A POC list for electrical service providers will be maintained and verified annually
- **Accepted-Risk:**
  - We understand that generator power could sustain systems in the event of municipal power outages for a unknown amount of time.
- **Response:**
  - Contact electrical service providers to report or identify outage.
  - Visually check UPS to gauge sustainable up-time; announce importance to save critical/essential data then power-down non-essential assets; determine shutdown order to sustain critical devices as long as necessary.
- **Recovery:**
  - Power-on shutdown systems
  - Contact 20/20 Technologies to remotely verify systems online.

**Insects / Vermin:** Pests can cause chewing damage to cords, physical damage within computing systems, and can interfere with adequate heating/cooling/airflow systems.

- **Mitigation:**
  - In the server room, only the necessary computer equipment responsible for sustaining the network, will be stored. No food or perishable items to be stored. No non-InformationTechnology items to be stored, as they could be fire hazards or used as nesting materials.
  - Pest Control POC list will be maintained and verified quarterly.
- **Accepted-Risk:**
  - No risk is deemed acceptable for insects/vermin (pests)
- **Response:**
  - Contact Pest Control for identification of root causes and for elimination of threat.
- **Recovery:**
  - Address causes to prevent recurrence.

**Gas Leak:** Flammable vapors are exceptionally dangerous in an enclosed area and pose risks to all.

- **Mitigation:**
  - POC list will be maintained for gas service provider and verified annually.
- **Accepted-Risk:**
  - No risk is deemed acceptable as it pertains to gas leaks.
- **Response:**
  - From a safe location, 20/20 Technologies will be contacted to power down all possible devices remotely to reduce heat generation and reduce fire ignition.
  - Gas Service Provider will be contacted for remediation actions.
- **Recovery:**
  - Power-on systems once deemed safe

**Theft / Vandalism:** The loss or destruction of property is a concern to sustainment of our operations.

- **Mitigation:**
  - Hardware and software is documented and tracked. Hardware and software inventories are completed quarterly
- **Accepted-Risk:**
  - We understand assets would be easier to manage and track if utilized only on facility grounds; however, it has been deemed more

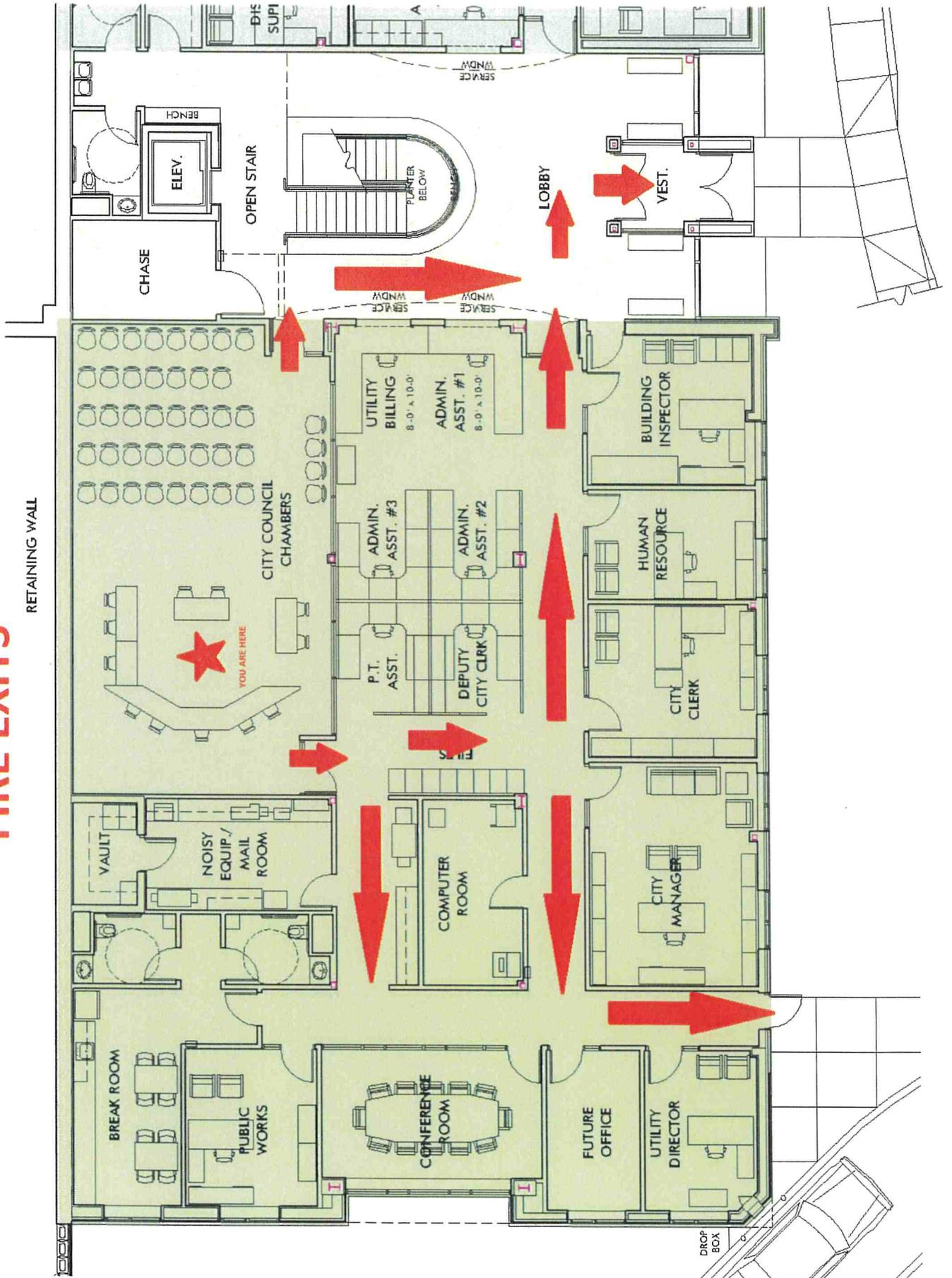
beneficial to permit staff to carry city issued devices with them both on-premise and off-premise.

- **Response:**
  - To be determined....
- **Recovery:**
  - To be determined....

**Building Structural Integrity Failure:** Structures are integral for housing network equipment and the electronic components that interconnect them. Wear-and-tear, weather and disasters can all contribute to structural integrity failures which can compromise the storage of equipment.

- **Mitigation:**
  - POCs for inspecting and repairing building structural integrity are maintained and validated every 6 months.
- **Accepted-Risk:**
  - No risk has been deemed acceptable as it pertains to building structural integrity.
- **Response:**
  - From a safe location, 20/20 Technologies to be contacted to perform on-demand backup of data, if its location may be affected by this threat. After backup completes, at-risk systems should be powered-down.
  - Coordinate with 20/20 Technologies to relocate at-risk systems, if necessary
  - Contact building structural integrity POCs for assessment and potentially for repair.
- **Recovery:**
  - Determined by scope and impact

# FIRE EXITS



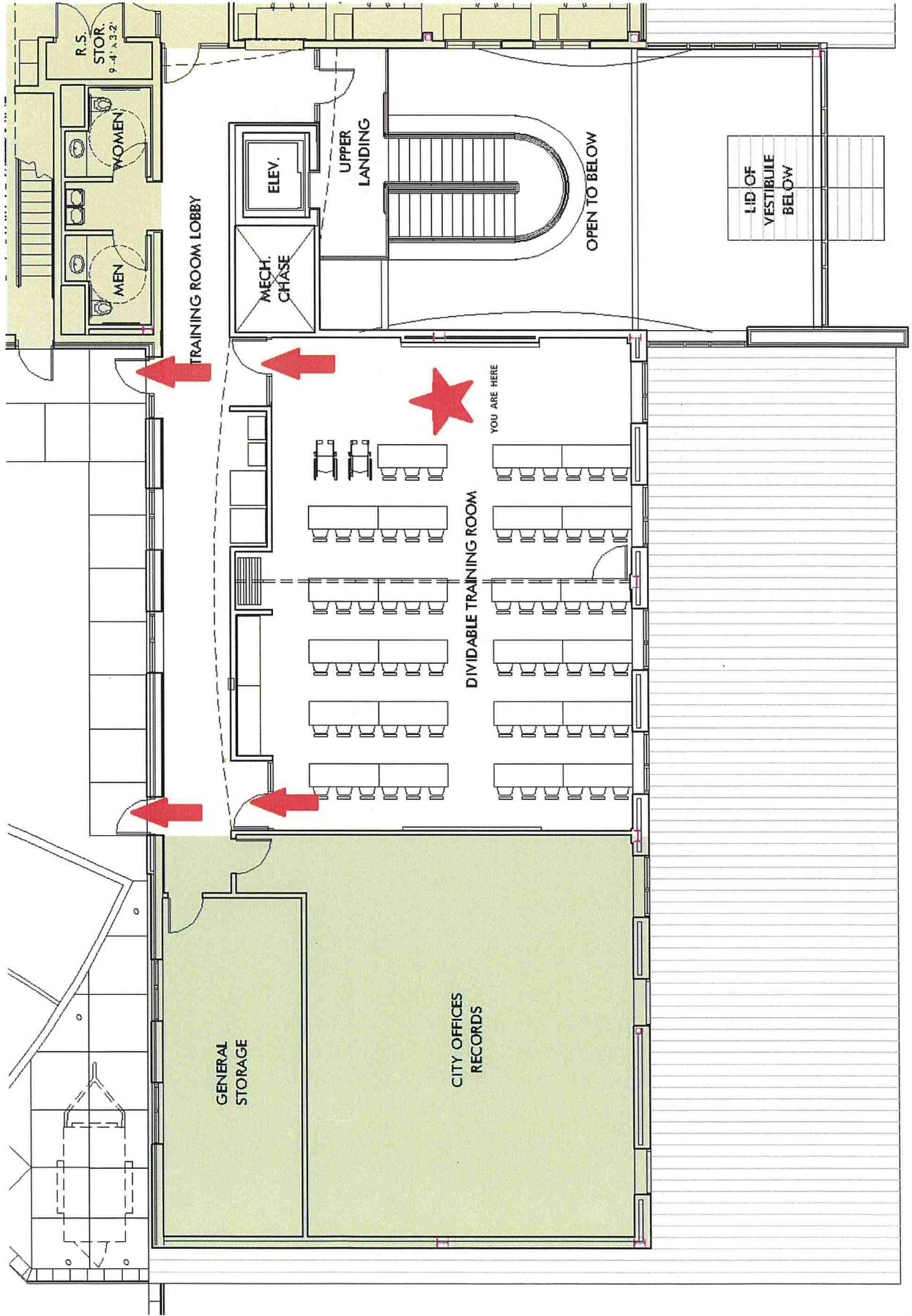
# TORNADO SHELTERS



# TORNADO SHELTER



# FIRE ESCAPE



**CITY MANAGER'S REPORT  
APRIL 3, 2023 MCCOOK CITY COUNCIL MEETING**

ITEM NO. \_\_ Appoint Charlie McPherson, Molly Smith, Gene Weedin, Linda Taylor, Kurt Vosburg, Troy Bruntz, and Nate Schneider to the comprehensive plan, zoning ordinance, and subdivision regulation selection committee.

---

**BACKGROUND:**

RFP distribution has occurred for the City of McCook's comprehensive plan, zoning ordinance, and subdivision regulation firm selection. A selection committee is needed to assist in the process.

**APPROVALS:**



---

Nathan A. Schneider, City Manager

March 31, 2023



---

Lea Ann Doak, City Clerk

March 31, 2023

**CITY MANAGER'S REPORT  
APRIL 3, 2023 MCCOOK CITY COUNCIL MEETING**

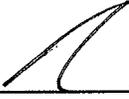
**4.A.**  
ITEM NO. Receive a request from Brian Radel to consider allowing sea containers in a Highway Commercial District and give direction to staff.

---

**BACKGROUND:**

The City of McCook has received a topic for consideration form from Brian Radel. Mr. Radel is requesting that the City Council change McCook's zoning ordinance to allow modified sea containers in McCook's Highway Commercial Districts. Currently, sea containers are only allowed in Industrial Districts. Mr. Radel would like to locate a modified sea container on property he owns in the HC District for commercial storage purposes. Mr. Radel will detail his request to explain the type of container he would like considered.

**APPROVALS:**

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

March 29, 2023

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

March 29, 2023



Lea Ann Doak, City Clerk  
City of McCook  
505 West C St.  
P.O. Box 1059  
McCook, NE 69001

Telephone: (308)345-2022  
E-mail: [admin@cityofmccook.com](mailto:admin@cityofmccook.com)  
Website: [www.cityofmccook.com](http://www.cityofmccook.com)

## TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council, if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: Brian Radel

Address: 310 North Cherokee

Telephone Number: 308-737-0151

Email Address: b1radar@yahoo.com

Date of Request: 3/16/23

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

Modify zoning ordinance on storage containers to allow public storage on Hwy commercial zone District with modified storage containers

### For Administrative Purposes:

Date Request Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Action Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Follow-Up Needed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY MANAGER'S REPORT  
APRIL 3, 2023 MCCOOK CITY COUNCIL MEETING**

**ITEM NO. 4.B.** Receive and file a Subaward Agreement between the State of Nebraska Department of Economic Development and the City of McCook for the purpose of supporting a Rural Workforce Housing Land Development project on the property located at 1200 West 4<sup>th</sup> Street (a/k/a Saint Catherine's lot).

---

**BACKGROUND:**

The City of McCook has been notified by the Nebraska Department of Economic Development that McCook's application for the Rural Workforce Housing Land Development Program has been approved in the amount up to \$1,000,000 for workforce housing land development. McCook's grant application identified 1200 West 4<sup>th</sup> Street (a/k/a Saint Catherine's lot) as the parcel in need of redevelopment. Two separate plans were proposed in McCook's grant application. One option would focus on rehabilitation of the property following the preparation and review of a feasibility study provided by the current owner. Under this option, the grant funds can be used to rectify asbestos or lead mitigation issues on the property. Construction costs would be borne solely by the owner/developer. Under the second option, if rehabilitation of the property is not a feasible option, the grant funds may be utilized to purchase the property from the owner, and if determined, can be used to demolish the existing property for future housing development opportunities to be conducted in conjunction with the Rural Workforce Housing Land Development program.

The award is subject to a three year time limit, which gives the current property owner, the City of McCook, and the McCook Economic Development Corporation some flexibility on determining the best option for our community. The City of McCook and MEDC are appreciative of the current property owner's willingness to work with the City toward developing a plan.

This project is being supported, in whole or in part, by federal award number SLFRP1965 awarded to the City of McCook, as a subawardee, of the funds awarded to the State of Nebraska (Department of Economic Development) from the U.S. Department of Treasury.

**APPROVALS:**



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

March 30, 2023



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

March 30, 2023

**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT  
SUBAWARD AGREEMENT  
CONTRACT NO. 22-RWLD-011**

This Subaward is entered into between the State of Nebraska - Department of Economic Development ("the Department") and City of McCook ("Subrecipient") upon the date of signature by both parties.

This contract is a Subaward of federal financial assistance by the Department to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Rural Workforce Housing Land Development Grand Program as requested by the Subrecipient in its application to the Department for federal financial assistance. The Department and the Subrecipient each agree to be bound by the applicable terms and conditions of the U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions.

ARTICLE I - REQUIRED DATA ELEMENTS

Subrecipient Name (Which must match the name associated with its unique entity identifier.):	City of McCook
Subrecipient Unique Entity Identifier:	SAEBHKE8SDR3
Subaward Period of Performance Start and End Date:	March 27, 2023 (start date) – December 31, 2026 (end date)
Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient:	\$1,000,000.00
Total Amount of the Federal Award:	\$1,040,157,440.40
Federal Award Project Description (As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170.)	Responds to the negative economic impacts that were experienced by those impacted as a result of the Covid-19 pandemic by developing, repairing, and operating affordable housing and services or programs to increase long-term housing security.
Name Awarding Federal Agency:	United States Department of the Treasury
Funding Source:	American Rescue Plan Act
Federal Award Identification Number (FAIN):	SLFRP1965
Pass-through Entity:	State of Nebraska – Department of Economic Development
Name and Contact Information for Pass-	Lynn Kohout – lynn.kohout@nebraska.gov –

through Entity Awarding Official / Program Manager:	(402) 440-2599
Assistance Listings number and Title:	21.027 – Coronavirus State and Local Fiscal Recovery Fund
Federal Award Date:	May 28, 2021
Subaward Budget Period Start and End Date:	March 27, 2023 (start date) – December 31, 2026 (end date)
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$1,000,000.00
Total Amount of Federal Award committed to the subrecipient by the pass-through entity	\$1,000,000.00
Identification of whether the award is R&D	Not R&D
Indirect Cost Rate for Federal Award (including if the de minimis rate is charged per 2 CFR 200.414.)	10%

## ARTICLE II – SCOPE OF SERVICE

The Subrecipient will use grant funds to improve vacant and abandoned properties, including rehabilitation, renovation or maintenance necessary to secure vacant land or building removal and remediation of environmental contaminants, demolition or deconstruction, water transmission lines, greening/vacant lot cleanup for the development of affordable housing pursuant to the Rural Workforce Housing Investment Act.

## ARTICLE III – PAYMENT AND REIMBURSEMENT

The Department will disburse funds to the Subrecipient for the Program in a total amount not to exceed one million dollars (\$1,000,000.00.) The funds will be used to fund the Program as more particularly described in the Program Manual. This is the total amount of Federal Funds obligated and committed to the City of McCook from the Department.

### Section 1 – General Disbursement Guidelines:

Disbursements of funds will be made to the Subrecipient in the form and manner determined by the Department and in accordance with the requirements in this Subaward. At its discretion, the Department shall request supporting documentation or written justifications from the Subrecipient for any program expenditures. The Department may impose mandatory preapproval thresholds for planned purchases by the Subrecipient over a designated price.

### Section 2 - Allowable Costs/Cost Principles:

Subrecipient agrees to follow the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles (2 CFR 200.400 – 476,) effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program

objectives and terms and conditions of the Subaward.

Subrecipient may use funds for administering the program or to improve the design and execution of the program (in a response to the COVID-19 pandemic and to administer or improve the efficacy of the program addressing the public health emergency or its negative economic impacts.) Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Direct and indirect costs are permitted if consistent with the guidance in 2 CFR 200.403. The U.S. Department of Treasury has defined direct costs as those specifically identified as the costs of implementing the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program objectives. Indirect costs are defined as general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award. Each category of cost must remain separate and Subrecipient may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If Subrecipient has a current Negotiated Indirect Costs Rate Agreement (“NICRA”) with a Federal Agency, then Subrecipient may use its current NICRA.

Section 3 – Cash Advances:

The Department will not make advance payments to the Subrecipient under this Subaward.

Section 4 - Reimbursements:

All Eligible Expenses for which grant reimbursement is sought must be incurred within Subaward Period of Performance.

Subrecipient may begin incurring expenses as of the Performance Period start date. However, Subrecipient will only be reimbursed for those expenses deemed eligible by the Department. Under no circumstances will Subrecipient be reimbursed for expenses that are not eligible under Treasury guidance.

Subrecipient must request reimbursements from the Department, and such requests shall be made in the form and manner prescribed by the Department. All requests for reimbursement must be submitted to the Department, along with adequate documentation substantiating the eligible expenses incurred (such adequacy will be determined by the Department). The requests will be reviewed at the Department to determine compliance with the necessary conditions and requirements of the Program Manual, this Subaward and 2 CFR 200.302. Authorized payments will be processed through the Department's main office in Lincoln, Nebraska. Subrecipient may visit the Department's Grants Help Center, <https://dednebraska.zendesk.com/hc/en-us>, for further instruction regarding requests for reimbursement.

Requests for grant funds may not be made more frequently than one per month unless waived by the Department. The Department will not honor a request for reimbursement that is less than \$1,000, unless it is the final request made by the Subrecipient.

The Subrecipient must submit the State of Nebraska Form W-9 and ACH Enrollment Form (provided by the Department), prior to making any requests for reimbursement.

Reimbursements of funds will be made by electronic deposit to the account designated by the

Subrecipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department), and in accordance with the requirements of this Subaward.

Subrecipient shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended.

#### ARTICLE IV – SUBRECIPIENT REPORTING

##### Section 1 – General Reporting Requirements

Subrecipient is to report to the Department and will cooperate and confer as necessary to ensure satisfactory work process. Subrecipient should direct all contact to its Program Manager, as previously identified. All reports made in connection with this Subaward are subject to review and final approval by the Department. The Department may review and inspect the Subrecipient's activities during the term of the Subaward. Additionally, after reasonable notice of at least 24 hours to the Subrecipient, the Department may review any of the Subrecipient's internal records, reports, or insurance policies. If the Department determines that Subrecipient is performing unsatisfactorily or is noncompliant, disbursements may be withheld, costs may be disallowed, the award may be suspended, or any other action deemed appropriate by the Department may be implemented.

All financial, program, and any supplemental reports shall be submitted electronically through the Department's Grant Management System ("GMS,") Amplifund. Financial and program reports must be aligned and supportive of one another. Subrecipient's Program Manager will provide a direct link for Subrecipient to utilize for reporting purposes.

Pursuant to 2 CFR 200.332, the Department will provide the Subrecipient with administration training and technical assistance on program-related matters. The scope of training and assistance provided by the Department shall vary in scope over the course of the program as the Department determines is necessary to ensure the Subrecipient is compliant with all program requirements and is accomplishing program performance goals in a timely and correct manner. For technical assistance, Subrecipient may also utilize the help feature on GMS by accessing the following link, <http://opportunity.nebraska.gov/amplifund/>.

All final financial and program reports shall be submitted by the Subrecipient within 30 days of the end of this Subaward, unless an extension of time is granted in writing by the Department. 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 Subaward, for which the Department may immediately terminate this Subaward and/or require repayment of all funds disbursed to the Subrecipient for the Program.

Subrecipient shall permit the Department, its auditors, and auditors of the Federal government to have access to Subrecipient's records and financial statements as necessary to comply with all applicable Federal, State, and local regulations.

##### Section 2 – Financial Reporting

Subrecipient shall timely submit all financial reports monthly, by the 15<sup>th</sup> of each, through the Department's GMS. Financial reports shall align with Subrecipient's proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.) Subrecipient agrees to only incur costs under this Subaward which are eligible under the Cost Principles detailed in 2 CFR 200.400 – 476.

Federal Financial Reporting Requirements:

Subrecipients will have to report the following:

- Obligations and Expenditures
  - o Quarterly obligation amount
  - o Quarterly expenditure amount
- Program Income (Report the program income earned and expended to cover eligible project costs, if applicable.)
- Adopted Budget (Report the expenses that are necessarily incurred to execute the program.)
- Detailed information on any loans issued
- Detailed information on any contracts awarded

State Financial Reporting Requirements:

- No additional requirements noted at this time. The Department may impose additional financial reporting requirements at its discretion.

Section 3 – Program Reporting

Subrecipient shall timely submit all program reports quarterly through the Department's GMS. Reports are due on the 15<sup>th</sup> day for corresponding quarter. The Subrecipient will be required to prepare and provide program reports as outlined below.

Federal Program Reporting Requirements:

- Project Status (Report on project status each reporting period, in four categories: Not Started, completed less than 50 percent, Completed 50 percent or more, or Completed)
- Project Demographic Distribution
  - o What Impacted and/or Disproportionally Impacted population does this project primarily serve?
  - o If this project primarily serves more than one Impacted and/or Disproportionately Impacted population.
- Primary place of performance
- Civil Rights Compliance (Report on Subrecipient's compliance with Title VI of the Civil Rights Act of 1964. This may include a narrative describing Subrecipient's compliance, along with other questions and assurances.)
  - o This specific requirement will be on an annual basis.
- Other Reporting Requirements, as applicable
  - o Number of households receiving eviction prevention services (including legal representation)
  - o Number of affordable housing units preserved or developed

- Number of workers enrolled in sectoral job training programs
- Number of workers completing sectoral job training programs
- Number of people participating in summer youth employment programs
- Number of students participating in evidence-based tutoring programs
- Number of children served by childcare and early learning services
- Number of families served by home visiting

State Program Reporting Requirements:

Subrecipients will have to report the following:

- Goals identified by Subrecipient in its application for grant funds
- Narrative on status of project
- Site location verification
- Verification of affordability restrictions
- Contractor data

Section 4 – Periodic Reporting

In accordance with 2 CFR 200 *et seq.*, the Department may require the Subrecipient to submit periodic performance and financial reports at intervals determined by the Department. The Department shall request additional information and change the frequency of reporting, at its discretion based on its assessment of the Subrecipient's program performance.

Section 5 – Single Audit

Subrecipient shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Subrecipient shall cause to be performed all required financial and compliance audits. In general, a Subrecipient that receives more than \$750,000 or more during its fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.501.

Subrecipient shall provide DED with any and all written communications received by Subrecipient from an auditor related to performance under this Subaward Agreement.

Subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If Subrecipient disagrees, it should provide an explanation and specific reasons to demonstrate that the finding is not valid. Subrecipient shall be liable for audit exceptions, and upon request from the Department, shall return to the Department, all payments made for which an exception has been taken or which has been disallowed because of such an exception.

Section 6 – Subrecipient Procurement

In accordance with 2 CFR 200.318, the Department will maintain 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. In accordance with 2 CFR 200.321, the Beneficiary must take (and document) six steps to assure that small businesses, minority businesses, women's business enterprises are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

#### Section 7 – Conflict of Interest

Subrecipient and its subcontractors shall disclose in writing to the Department any potential conflicts of interest it has related to the Department or this Subaward subject to the provisions stated in 2 CFR 200.112 and 2 CFR 200.318.

#### Section 8 – Disclosure (Fraud or Other Problematic Situations)

Subrecipient shall disclose in writing to the Department in a timely manner all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Subaward.

Subrecipient shall report to the Department in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

### ARTICLE V – RISK ASSESSMENT

#### Section 1 – Subrecipient Risk Determination

In accordance with 2 CFR 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, operational, and compliance expertise demonstrated by the Subrecipient and its program. The Department determined the Subrecipient is at the following risk level: Low

#### Section 2 – Subrecipient Monitoring

In accordance with 2 CFR 200.332, the Department will implement appropriate monitoring

measures of the Subrecipient's program activities as the Department determines is necessary to ensure the funds under this Subaward are used for authorized purposes only and the program goals are achieved. In addition to the monitoring requirements set forth in 2 CFR 200.332, additional monitoring requirements shall be imposed by the Department at its discretion, which will include periodic meetings and communications exchanged between the Department and the Subrecipient, preparation of desks reviews by the Subrecipient for review by the Department, and Subrecipient site visits by the Department.

As a low risk subrecipient, the Department will, at a minimum, thoroughly review Subrecipient's reporting Requirements as outlined in Article IV and require the Subrecipient upon reasonable notice submit to an annual desktop and audit review. The Department may request additional information as required.

### Section 3 – Noncompliance, Revaluation of Risk and Corrective Action

In accordance with 2 CFR 200.208 and 2 CFR 200.339, the Department may adjust the Subaward conditions if the Department determines that the Subrecipient is not in compliance.

The Department may institute corrective action because of the Subrecipient's noncompliance. The Department shall provide written notice to the Subrecipient of any corrective action within a reasonable time after the completion of a report review, desktop review, onsite review, audit review, procedures review, or otherwise after the Department learns of a deficiency or the Subrecipient's noncompliance with the Subaward.

Pursuant to 2 CFR 200.208 the Department shall notify the Subrecipient of the following with respect to the corrective action:

1. The nature of the additional requirements;
2. The reasons why the Department is imposing additional requirements;
3. The nature of the action needed to remove the additional requirements, if applicable;
4. The time allowed for completing the actions, if applicable; and
5. The method for requesting reconsideration of the additional requirements imposed.

The Department may reevaluate the Subrecipient's risk assessment and adjust the Subaward conditions as needed based on the following factors:

1. The criteria set forth in 2 CFR 200.206;
2. The Subrecipient's history of compliance with the general or specific terms and conditions of the Subaward;
3. The Subrecipient's ability to meet expected performance goals as described in 2 CFR 200.211; and
4. The responsibility determination of a Subrecipient by the Department.

Additional Subaward conditions may include, but are not limited to, the following items:

1. Requiring payments as reimbursements rather than cash advance payments;
2. Withholding authority to process the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports, including but not limited to, audited

- financial reports;
4. Requiring additional project compliance monitoring;
  5. Requiring the Subrecipient to obtain technical or management assistance;
  6. Requiring the Subrecipient to address specific internal control, documentation, financial management, performance, or compliance issues within a specified time period; and
  7. Establishing additional prior approvals.

The Department may remove any additional requirements on the Subrecipient once the conditions that prompted the requirements have been satisfied.

#### Section 4: Remedies

The Department shall have any and all remedies available under State or Federal law.

### ARTICLE VI – TERMINATION

#### Section 1 – Termination Due to Loss of Funds

This Subaward will terminate in full, or in part, in the event the Department suffers a loss of the funding for which permitted it to fund this grant. In such an event, the Department will provide the Subrecipient written notice setting forth the effective date of full or partial termination.

#### Section 2 – Mutual Termination

This Subaward may be terminated in whole or in part, prior to the completion of Program activities, 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 effective date and the portion to be terminated.

#### Section 3 – Termination for Cause

In the event of a default or violation of the terms of this Subaward by the Subrecipient, the Department may take the following actions (which are additional to other default remedies specified elsewhere in this Subaward):

- a) Suspension. After notice to the Subrecipient, suspend the Subaward and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds, pending corrective action by the Subrecipient or a decision to terminate.
- b) Termination. Terminate the Subaward in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the Subaward. The Department will promptly notify the Subrecipient, in writing, of any non-compliance and provide Subrecipient a reasonable opportunity (not to exceed thirty (30) days) to cure, if cure is possible. If cure cannot be, or has not been, made, the Department will notify Subrecipient, in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Subrecipient or recoveries by the Department under subawards terminated for cause will be in accord with the legal rights and liabilities of the parties.

Further, any costs previously paid by the Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants (if any).

#### Section 4 – Non-Compliance Termination

If the Department determines that the Subrecipient materially fails to comply with any term of this Subaward, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, the Department, in its sole discretion may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or more severe enforcement action by the Department;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the Subrecipient from applying for or receiving additional funds for other grant programs administered by the Department until repayment to Department is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of the Department;
8. Terminating this Subaward Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

#### Section 5 – Outstanding Obligations

The Department, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

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

### ARTICLE VII – OTHER CONTRACTUAL CONDITIONS

#### Section 1 – Verification of Work Eligibility Status for New Employees

The Subrecipient shall 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 Subaward. 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), 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 Subaward. 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 Subaward which could result in the Department declaring Subrecipient to be in default on the Subaward.

#### Section 2 - Debarment, Suspension, and Ineligibility

By executing this Subaward, Subrecipient certifies, represents, and warrants that the Subrecipient and all contractors, subcontractors, suppliers, consultants, or their agents or representatives in any transaction to be used by Subrecipient in performing this Subaward are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions any federal agency under the provisions of Executive Order 12549 “Debarment and Suspension” and 24 C.F.R. Part 24 (government debarment and suspension regulations).

Subrecipient agrees to immediately notify the Department if the Subrecipient or any of its contractors, subcontractors, suppliers, consultants, or their agents or representatives in any transaction become sanctioned or debarred. The Subrecipient acknowledges that suspension or debarment or the use of suspended/debarred contractors, subcontractors, suppliers, consultants, or their agents or representatives is cause for termination of this agreement.

#### Section 3 - Universal Numbering System and Registration Requirements

The Subrecipient agrees to comply with requirements established by the Office of Management and Budget (“OMB”) concerning Unique Entity Identifier (UEI) and registration with the Federal System for Awards Management (“SAM”), and continued maintenance of such participation and registration.

#### Section 4 - Authorization of Project Publicity, Information Sharing, and Events

Prior to announcing or referring to the grant or grant activities in news releases, press conferences, or other media, the Subrecipient must inform the Department and include the following reference to the funding made available for the grant under this Subaward.

“This project [is being][was] supported, in whole or in part, by federal award number SLFRP1965 awarded to the City of McCook, as a subawardee, of the funds awarded to the State of Nebraska (Department of Economic Development) from the U.S. Department of Treasury.”

The Subrecipient also 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.

Furthermore, Subrecipient agrees to provide the Department with notice and access to all community events and activities that arise out of the use of the grant funds. Notice of at least 14 business days shall be given to the Department for all events and activities. Access to events and activities shall include admission free of charge for at least three (3) Department representatives.

Section 5 - Notification of Project Staff Changes

The Subrecipient will make reasonable efforts to keep the Department informed of changes in Subrecipient's staff that relate to the project such as the departure of key persons.

Section 6 - Mandatory Disclosures

Subrecipient must immediately disclose to the Department, or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of the funds provided under this Subaward.

Section 7 - Notice

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in this agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the U.S. mail. Notices shall be sent to the following addresses:

Nebraska Department of Economic  
Development:

Nebraska Department of Economic Development  
Attn: Legal Department  
245 Fallbrook Blvd, Suite 2  
Lincoln, NE 68521

City of McCook:

City of McCook  
Attn: Nathan Schneider, City Administrator  
505 West C Street, PO BOX 1059  
McCook, NE 69001

Section 8 - Force Majeure

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Subaward 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 shall not constitute a breach of the Subaward. The party so affected shall 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 shall rest upon the Subrecipient. To obtain relief based on a Force Majeure Event, the Subrecipient must 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.

Section 9 - Designation of Officials to Execute Subaward and Amendments

The Director of the Department (or his or her designee) is the official authorized to execute this Subaward and any amendments to this Subaward, on behalf of the Department.

The Subrecipient or the Department may request amendments to this Subaward. Amendments will not be effective until mutually agreed to in writing by both parties.

Section 10 - Waivers in Writing; No Assignment of Interest; Severability

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

The Subrecipient will not assign any interest in this Subaward without the written consent of the Department.

Subrecipient shall not subcontract any of their duties or obligations under this Subaward Agreement without the express written agreement of the Department.

If any provision under this Subaward 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 Subaward.

Section 11 - State Non-Liability/Hold Harmless

The Subrecipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon, or arising out of, any activities performed by the Subrecipient, or by their associates, employees, contractors, and subcontractors under this Subaward.

Section 12 - Relationship of the Parties

Nothing in this Subaward should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall 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, on behalf of any person arising out of employment or alleged employment (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 Department. Subrecipient will hold the Department harmless from any and all such claims.

Section 13 - Permits and Licenses, Compliance with Applicable Law

The Subrecipient will procure and pay for all permits, licenses, and approvals necessary for the execution of this Subaward, and completion of the Program.

In addition to compliance with law as may be specifically provided in this Subaward, the Subrecipient will comply with all applicable federal and state laws, ordinances, rules, and regulations relating to the activities carried out by Subrecipient under this Subaward.

**Section 14 - Drug Free Workplace**

Subrecipient certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Subrecipient agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

**Section 15 – Insurance**

Subrecipient agrees to purchase and maintain through the Subaward period, at its own expense, the insurance coverages listed below and will furnish evidence of insurance coverage to the Department within 30 days of the execution of this Subaward.

Notice of cancellation of any required insurance policy must be submitted to Program Manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises	\$50,000 any one fire
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$2,000,000 combined single limit
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000 per occurrence
Aggregate	\$1,000,000
<b>SUBROGATION WAIVER</b>	
"Waiver of Subrogation on the Workers' Compensation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"The State of Nebraska, Certificate Holder, is an additionally insured, primary and noncontributory on the General Liability."	

**Section 16 - Political Activity**

No portion of the funds provided to Subrecipient will be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to influence the approval or

defeat of any ballot issue.

Section 17 - Closeout

Subrecipient shall comply with grant closeout procedures as specified by the Department to ensure a timely closeout, in accordance with 2 CFR 200.343 and 2 CFR 200.344.

The closeout of the grant provided under this Subaward 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 grant, or termination of this Subaward Agreement.

Section 18 - Compliance with 2 C.F.R. Part 200

The Subrecipient agrees to fully comply with applicable Federal and State law, including but not limited to, 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,) and the U.S. Treasury's Coronavirus State and Local Fiscal Recovery Funds program requirements or guidance, as well as any reasonable procedures and requirements that the Department may prescribe. In particular, the Subrecipient agrees to establish internal controls, including oversight and monitoring processes and procedures, in order to have reasonable assurance that the Subrecipient is administering and/or carrying out activities and services in compliance with applicable law and the terms and conditions of this Subaward Agreement.

Real property purchased or improved by SLFRF funds must comply with the disposition guidelines outlined in 2 C.F.R. 200.310 – 316. Subrecipient is hereby notified that projects under the Rural Workforce Housing Land Development Grant Program may be subject to these guidelines.

Section 19 - Reporting Subaward and Executive Compensation Information

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

Section 20 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

The Office of Management and Budget's ("OMB") Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Section 21 - Maintenance and Access to Records

Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient to conduct audits or other investigations.

Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Section 22 - Federal Regulations Applicable to this Subaward

The Subrecipient must comply with all policies established by the Department and all Federal regulations listed within this Subaward, including those listed below.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.
10. Any and all federal laws and regulations that apply if this Subaward is used in conjunction with other federal funding sources.

### Section 23 - Statutes and Regulations Prohibiting Discrimination Applicable to this Award

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### Section 24 – Hatch Act

Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

### Section 25 – False Statements

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.

### Section 26 - Debts Owed the Federal Government

Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid promptly by

Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will take any actions available to it to collect such a debt.

#### Section 27 – Disclaimer

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this Award.

The acceptance of this Award by Subrecipient does not in any way establish an agency relationship between the Department and the Subrecipient.

#### Section 28 – Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract of grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or mismanagement;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

#### Section 29 – Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 1927 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

#### Section 30 – Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Section 31: Affordability Restrictions

The funds awarded by this Subaward must be repaid by the Subrecipient if the Project fails to meet the 20-year affordability requirement of this Subaward.

The affordability requirement relates to the eligibility requirements (including the income eligibility, ownership of the property eligibility, etc.) which must be enforced throughout the affordability period by the Subrecipient.

The Subrecipient must enforce the eligibility and affordability requirements through the imposition of liens, deed restrictions, covenants, recapture requirements, resale restrictions, or any combination of such legal instruments. Any time during the Performance Period of this Subaward and during the period of affordability, the Department may require documentation verifying the existence of and the proper recordation of the legal instrument used by the Subrecipient to enforce the eligibility and affordability requirements. The legal instrument used must "touch and concern" the land, "burden and benefit" the respective parties, and "run with the land" so as to be binding upon the Subrecipient and any successors in title to the applicable Project real estate and upon their heirs, legal representatives, successors, or assigns.

Section 32 – Compliance with Nebraska State Law

In addition to complying with all laws and policies established by the Federal government, Subrecipient shall also comply with any and all laws and regulations, including any and all county, municipal, ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the performance of the scope of work set forth in this Subaward.

Subrecipient shall procure and maintain for the duration of this Subaward any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Subrecipient to provide the services required by this Subaward.

Section 33 - Entire Agreement; Binding Effect; Counterparts; Governing Law

This instrument, along with any attachments, the approved Application, and those items incorporated by reference, contain the entire Subaward agreement between the parties.

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

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

This Subaward shall be governed by; construed according to the laws and regulations of; and

subject to the jurisdiction of; the State of Nebraska.

ARTICLE VIII -ACCEPTANCE PROVISIONS

The parties acknowledge they have read and understand this Subaward, 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>CITY OF MCCOOK</b>
<b>By:</b> <hr/> <b>(Signature of Authorized Official)</b>	<small>DocuSigned by:</small> <i>Nathan Schneider</i> <b>By:</b> <small>DD3678DD01983463...</small> <hr/> <b>(Signature of Authorized Official)</b>
<hr/> <b>(Shereece Dendy-Sanders, Economic Recovery Legal Counsel)</b>	<b>Nathan Schneider</b> <b>City Manager - McCook</b>
<hr/> <b>(Street Address)</b>	<b>(Typed or Printed Name/Title)</b>
<b>1313 Farnam Street, Suite 305</b>	<hr/> <b>Nathan Schneider</b>
<b>(City, State, Zip)</b>	<b>(Street Address)</b>
<hr/> <b>(Date)</b>	<b>505 West C Street, P.O. Box 1059, McCook, NE 69001</b>
	<b>(City, State, Zip)</b>
	<b>3/28/2023</b>
	<hr/> <b>(Date)</b>



March 27, 2023

City of McCook  
Nathan Schneider, City Administrator  
505 West C Street, P.O. Box 1059  
McCook, NE 69001  
[nschneider@cityofmccook.com](mailto:nschneider@cityofmccook.com)

RE: Rural Workforce Housing Land Development Program  
Notice of Conditional Award: 22-RWLD-011

Dear Mr. Schneider,

On behalf of Governor Jim Pillen and Anthony Goins, Director of the Department of Economic Development ("the Department,") it is a pleasure to inform you the City of McCook's application for the Rural Workforce Housing Land Development Program has been approved in the amount up to \$1,000,000 for workforce housing land development.

At this time, expenses for this grant may not be incurred until the Subaward has been issued by the Department. However, this does not include any general administration costs incurred to satisfy any special condition requirement(s) of the Subaward. Completion of such will be binding on City of McCook, and failure to complete may result in funds not being released. The Department shall notify the City of McCook of any special condition requirement(s). Department staff will be making contact in the next few weeks to schedule a meeting to discuss further.

The City of McCook will be responsible for carrying out the terms of the Subaward including any state or federal regulations that directly pertain to the grant. It is recommended that the City of McCook consult its legal counsel on questions of state and federal statutes, laws and regulations, and contractual obligations.

This conditional award may be declined in writing prior to execution of the Subaward. The City of McCook may decline this conditional notice of award by notifying the Program Manager in writing at the email address below. In such an event or if the award is closed out without achieving the performance goals stated in the Subaward, the Department reserves the right to determine the amount of funds to reimburse or recapture from the City of McCook, including but not limited to any administrative costs reimbursed by the award prior to the notice of declining award or premature closeout.

All awards will be managed in the Department's electronic grant management software system, AmpliFund. For resources and guidance on how to manage your project in AmpliFund, the Department has provided training videos, Frequently Asked Questions, and user guides at the following link: <http://opportunity.nebraska.gov/amplifund/>.

If you have any questions regarding this information, please contact me at 402-440-2599 or [lynn.kohout@nebraska.gov](mailto:lynn.kohout@nebraska.gov).

The Department congratulates the City of McCook on successfully obtaining this Rural Workforce Housing Land Development conditional award. We look forward to actively working with you in carrying out your project.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503.

Personas con discapacidades auditivas y/o del habla que dispongan de un TTY, pueden ponerse en contacto con el Departamento a través del Sistema Estatal de Retransmisión llamando al (711) si viven en el estado de Nebraska (800) 833-7352 (TTY) o al (800) 833-0920 (voz). Una vez el operador conteste, indíquele que deberá llamar a DED al (800) 426-6505 o al (402) 471-3111. Para más información puede revisar el sitio web de Nebraska Relay <http://www.nebraskarelay.com/>. Nebraska Relay ofrece servicio gratuito] en español para nuestros clientes de habla hispana. Español-a-Español (711) o 1-888-272-5528/ Español-a-Inglés (711) o 1-877-564-3503.

Sincerely,



Lynn Kohout  
Director of Housing  
Department of Economic Development

cc: Jessica Bortner, [jessbortner@gmail.com](mailto:jessbortner@gmail.com)  
Kristi McClung, NDED, [kristi.mcclung@nebraska.gov](mailto:kristi.mcclung@nebraska.gov)

**CITY MANAGER'S REPORT  
APRIL 3, 2023 MCCOOK CITY COUNCIL MEETING**

**4.C.**

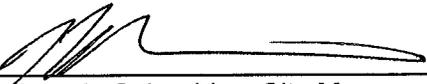
ITEM NO. \_\_\_ Update regarding the swimming pool and ballpark projects.

---

**BACKGROUND:**

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

**APPROVALS:**

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

March 29, 2023

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

March 29, 2023

**CITY MANAGER'S REPORT**  
**APRIL 3, 2023 CITY COUNCIL MEETING**

ITEM 4.D. : Hear a brief presentation from City Attorney regarding the Nebraska Open Meetings Act as it pertains to citizen comments and agenda items.

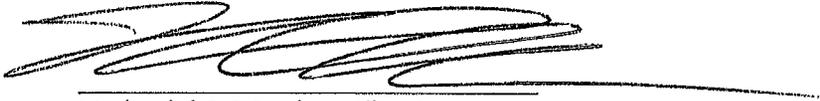
---

**BACKGROUND**

The McCook City Council made the decision in 2021 to get rid of the recurring agenda item called Citizen's Comments. That portion of the agenda allowed citizens to make comments on any topic that they wanted to address. Due to concerns about violating the Open Meetings Act the City Council made the decision to no longer have the agenda item. By law, only the items officially listed on the regular meeting agenda can be discussed at a McCook City Council Meeting.

Further, City Council and City Staff have a procedure for requesting agenda items. The procedure will be discussed in light of the Open Meetings Act.

March 29, 2023



Nathaniel J. Mustion, City Attorney

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM: 4.E.**

**RECOMMENDATION:**

Introduce and approve on third and final reading, Ordinance no. 2023-3064 providing for the amendment to chapter 38: Appendix E. setting the rate to be charged for water by the McCook Water Department.

---

**BACKGROUND:**

Based on data from the 2022 Water Enterprise Fund Cashflow Model, as prepared by Public Financial Management (PFM), City Staff is recommending that the current water rate be increased by six percent (6%). The rate increase provides funds to cover inflation, staff wages, equipment, and current and future capital improvements. The current rates have been in place since May 2022. The Ready to Serve fee is \$19.95, the first 5,000 cu. ft. is \$2.035 per 100 cu. ft. and over 5,000 cu ft costs \$1.508 per 100 cu. ft.

The proposed increase would see the ready-to-serve fee increase by \$1.20 to **\$21.15 per month**. The price per 100 cubic feet (748 gallons) would also increase. The first 5,000 cubic feet will cost **\$2.157** per 100 cubic feet (+12.2 cents). Usage above 5,000 cubic feet will increase to **\$1.598** per 100 cubic feet (+8.8 cents).

The PFM recommendation of an annual inflationary increase is to avoid larger increases in future years.

PFM's model uses annual water production of 75,000,000 cubic feet of water sales. This is less than the nearly 80 million cubic feet in 2021 but a fair estimate based on conservation and annual averages. If forecasted drought conditions continue in the midwestern states water restrictions may also affect annual production.

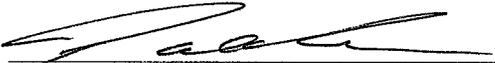
**FISCAL IMPACT:**

---

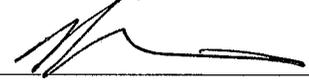
**APPROVALS:**

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

3/29/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

3-29-2023  
\_\_\_\_\_  
Date

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

3-30-23  
\_\_\_\_\_  
Date

ORDINANCE NO. 2023-3064

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX E , WATER DEPARTMENT RATES AND FEES; OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR WATER BY THE MCCOOK WATER DEPARTMENT; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3055 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix E, Water Department Rates and Fees; Section A - Water Rates, of the City of McCook Code of Ordinances, shall be and is hereby amended to read as follows:

A. Water Rates. The following rates for water have been set by the City Council in accordance with the provisions of Section 52.01 of this Code.

1. CUSTOMERS WITHIN THE CITY. The rates for water used by customers within the City shall be as follows:

(A) 2.157 dollars per one hundred cubic feet for the first five thousand (5,000) cubic feet of water used;

(B) 1.598 dollars per one hundred cubic feet for all water used over five thousand (5,000) cubic feet.

In addition to the above, a ready-to-serve fee of twenty-one and 15/100 dollars (\$21.15) per month shall be charged to each customer.

2. CUSTOMERS OUTSIDE THE CITY. The amount to be charged for water used by customers outside the city boundaries shall be computed by taking the water consumption of the customer times the rates fixed in division (A)(1) above, plus additional charges as specified therein, and multiplying the final sum times the factor of one and one-half to get the total charge to be billed the customer.

3. BULK WATER. The rate for bulk water purchases shall be \$5.00 per one thousand (1,000) gallons.

4. FIRE HYDRANT METER. Fire hydrant meter rent shall be \$50.00 per week, plus water usage charged at the rate for bulk water. The deposit required for a fire hydrant meter is set at \$1,000.00.

SECTION 2. Ordinance No. 2022-3055 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed and abrogated.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2023 and be in full force from and after its passage, approval and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT  
APRIL 3, 2023 CITY COUNCIL MEETING**

---

**ITEM: 4.F.**

**RECOMMENDATION:**

APPROVE ON THIRD AND FINAL READING ORDINANCE NO. 2023-3065 PROVIDING FOR THE AMENDMENT TO CHAPTER 38: APPENDIX D. SEWER DEPARTMENT RATES AND FEES.

---

**BACKGROUND:**

Based on the Sewer Enterprise Fund Cashflow Model prepared by Public Financial Management (PFM), City Staff is recommending that the current sewer rate be increased by six percent (6%). The rate increase provides the funds to cover inflation, pay for capital projects and maintain a healthy budget.

The proposed increase would see the base fee for residential customers go from \$17.541 to **\$18.59** per month (+\$1.04). The commercial base fee will go from \$25.554 to **\$27.08** per month (+\$1.52). Both residential and commercial monthly base fees include 333 cubic feet of usage. The fee for usage above 333 cubic feet (2,490 gallons) would also increase by 6% from the current \$3.787 per 100 cubic feet (748 gallons) to **\$4.014** per 100 cubic feet of usage (+22.7 CENTS).

Using the PFM model as the guide, a 6% increase will generate additional revenue for future years and prepare the Wastewater Department for large capital expenditures.

---

**FISCAL IMPACT:**

---

**APPROVALS:**

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

3/29/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pat Fawver, Utilities Director

3-29-2023  
\_\_\_\_\_  
Date

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

3-30-23  
\_\_\_\_\_  
Date

ORDINANCE NO. 2023-3065

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 38: FEE SCHEDULE - APPENDIX D, SEWER DEPARTMENT RATES AND FEES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2022-3037 AND ANY AND ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. That Chapter 38: Fee Schedule - Appendix D, Sewer Department Rates and Fees; shall be amended to read as follows:

- A. Sewer connection permit. The fee required for the obtaining of a sewer connection permit as required by § 51.020 is hereby set at \$500.
- B. Sewer connection fees. The fees required by § 51.022 pertaining to sewer connections are hereby set as follows:
  1. Where connection to an existing sewer main is requested, a sewer connection fee of \$150 will be required.
  2. In certain cases, where a larger than normal service connection is required, a fee will be charged to the applicant based on labor and material charges involved in installing the sewer connection.
  3. All fees required by this section are due and payable in advance of the inspection or sewer connection.
- C. Private sewage disposal permit. The fee required by § 51.055 pertaining to private sewage disposal permits is hereby set at \$10.
- D. Sewer Use Charges.
  1. Residential. The residential sewer use charges provided for in Section 51.072 are as follows:

Minimum Charges of \$18.59 per month based on the first 333 cubic feet of water usage.

Residential Rate - \$4.014 per 100 cubic feet for everything over 333 cubic feet water usage.
  2. Commercial. The commercial sewer use charges provided for in Section 51.072 are as follows:

Minimum Charge of \$27.08 per month based on the first 333 cubic feet of water usage.

Commercial Rate - \$4.014 per 100 cubic feet for everything over 333 cubic feet water usage.

3. Sewage Disposal at the Treatment Plant. All sewage that is transported by truck or any vehicle to the plant for disposal will be assessed a fee of \$0.10 per gallon during regular business hours. Non-business hours will be assessed an additional \$35.00 per load.

SECTION 2. Ordinance No. 2022-3037 and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect with the bills dated May 1, 2023 and be in full force from and after its passage, approval, and publication as required by law in its entirety or in pamphlet form, as the case may be.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

-s- Lea Ann Doak, City Clerk

Publish: