

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, September 20, 2021
5:30 PM - City Council Chambers**

Call to Order and Roll Call.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.
 1. Adjourn the Public Hearing.
 - B. Adopt Resolution No. 2021-17 approving the the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.
 - C. Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.
 1. Adjourn the Public Hearing.
 - D. Consider Ordinance No. 2021-3023 dissolving the Planned Development - Overlay District designation for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.
 1. Chairperson asks Clerk to read Ordinance No. 2021-3023 by title.
 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 3. Final passage of Ordinance No. 2021-3023.
 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.

- E. Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).
 - 1. Adjourn the Public Hearing.
 - F. Consider Ordinance No. 2021-3024 approving the zoning change request for the HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).
 - 1. Chairperson asks Clerk to read Ordinance No. 2021-3024 by title.
 - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 - 3. Final passage of Ordinance No. 2021-3024.
 - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
3. Consent Agenda.
- A. Approve the minutes of the September 7, 2021 regular City Council meeting.
 - B. Receive and file the Property Damage Incident Form from Tyler Schmick and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
 - C. Receive and file Topic for Consideration for City Council Agenda received on July 16, 2021.
 - D. Adopt Resolution No. 2021-18 setting the property tax request for FY 2021/2022.
 - E. Ratify the approval of the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for an Open House Event to be held at the Charter West Office, 116 Norris Avenue, on October 1, 2021 from 3:00 P.M. to 12:00 A.M.
 - F. Adopt Resolution No. 2021-19, updating the City of McCook Transit Passenger Handbook.
 - G. Receive and file the minutes of the September 13, 2021 Planning Commission meeting.
 - H. Receive and file the claims for the month of August 2021, published September 17, 2021.
4. Regular Agenda.
- A. Approve an amended lease with McCook K9 Korner for land located in the southwestern portion of Barnett Park to be used as a dog park and authorize the Mayor to sign.
 - B. Discussion regarding the location and size of the exterior sign(s) at the McCook City Library for the Birdella Nelson Technology Center.

- C. Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding an update on the creation of a regional land bank.
 - D. Ordinance No. 2021-3022 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.
 - 1. Chairperson asks Clerk to read Ordinance by title.
 - 2. Consider statutory rule requiring reading on three separate occasions be suspended. Motion to suspend the rule must be adopted by three-fourths of the Council.
 - 3. Final passage of Ordinance No. 2021-3022.
 - 4. Chairperson declaration after vote and passage, if approved under suspension of the rule.
 - E. Approve Motorola Radio Contract for replacement of two position radio consoles in the McCook Police Department Communications Center.
 - F. Council Comments.
- Adjournment.

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 2.A. Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. 2.B. Approve the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ___ Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ___ Introduce and approve on first reading, Ordinance No. 2021-_____, dissolving the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ___ Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

ITEM NO. ___ Introduce and approve on first reading, Ordinance No. 2021-_____, approving the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

BACKGROUND:

A minor subdivision application has been filed by David Winder for the purpose of subdividing a tract of land located in the SW/4 of the NE/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. The proposed name for the new subdivision is HCC Subdivision. The proposed subdivision would carve out five residential lots, with all of the properties located adjacent to West 8th Street and/or West R Street. The property to the south of HCC Subdivision would not be included in the new subdivision. Currently, there is a residential structure under construction on proposed Lot 3. No additional construction can occur at this location until the subdivision occurs. All of the proposed lots within HCC Subdivision comply with the City of McCook's Zoning Ordinance, Article 9; Residential Medium Density District (RM). There are existing utilities adjacent to the proposed subdivision. One important note, the property south of proposed HCC Subdivision is in the process of an administrative lot split. The lot split paperwork will be filed prior to the HCC Subdivision finalization.

As a result of the request, the City of McCook must dissolve a Planned Unit Development that was approved by the McCook City Council for the entirety of the lot (which includes both the proposed HCC Subdivision as well as the property to the south that is home to the "bus barn" and

EXHIBIT #1

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other ancillary structures). A Planned Unit Development provides for the variance of normal zoning and subdivision standards to allow for developments that may require a deviation from the City of McCook's Zoning Ordinance. A Planned Unit Development is an overlay district, and the approved Planned Unit Development takes precedence over the existing zoning rules that are varied pursuant to the Plan. The Planned Unit Development at issue was approved by the McCook City Council on August 20, 2012. The reason for the Planned Unit Development was to allow for the construction of storage units on the southern portion of the property. The Planned Unit Development that controls the lot at issue interferes with the owner's ability to comply with the City of McCook's RM zoning regulations, hindering development of the HCC Subdivision for residential purposes. The City of McCook is comfortable with removing the Planned Unit Development designation. Housing is a priority in the City of McCook, and this project could lead to 5 new single-family residential units. The requested dissolution will provide additional lots for new homes.

Finally, Mr. Winder's application requests a zoning change of the current land uses for the property at issue, from Business Commercial (BC), to Residential Medium (RM). The zoning change request is supported by the fact that the surrounding properties are zoned RM. To the north of the proposed HCC Subdivision is the North Pointe development. To the west of the proposed HCC Subdivision is the Clary Village and Quillan Court projects. Staff has noted there are additional residential properties in the vicinity. Mr. Winder's zoning change request is consistent with the character of the neighborhood.

At the September 13, 2021 McCook Planning Commission meeting, the McCook Planning Commission voted unanimously to: 1) Approve the Final Plat; 2) Dissolve the Planned Unit Development; and 3) Approve the zoning change.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2021



Lea Ann Doak, City Clerk

September 15, 2021

**NOTICE OF PUBLIC HEARING
FINAL PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the final plat on the following described property to be known as HCC Subdivision:

A parcel of land being part of the Southwest Quarter of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in Red Willow County, Nebraska, comprising all of Deed Instrument No. 2012-01694 (2) being more particularly described as follows:

Commencing at the southeast corner of Block 1 Clary Subdivision Replat No. 2 in the City of McCook, Red Willow County, Nebraska and also being the north right of way line of "Q" Street, thence S85 40'13"E on said north right of way line a distance of 66.00 feet to the east right of way line of West 8th Street, thence N00 30'06"W on said east right of way line a distance of 466.91 feet to the south right of way line of West "R" Street, thence S85 38'55"E on said south right of way line a distance of 292.30 feet, thence S00 57'18"E a distance of 467.13 feet to said north right of way line of "Q" Street, thence N85 40'13"W on said north right of way line a distance of 296.00 feet to the point of beginning, containing 3.14 acres more or less.

A PUBLIC HEARING ON THE ABOVE-DESCRIBED FINAL PLAT APPROVAL WILL BE HELD ON THE DATE, TIME, AND AT THE PLACE LISTED BELOW:

SEPTEMBER 13, 2021 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

SEPTEMBER 20, 2021 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described preliminary plat may attend the public hearing and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: September 3, 2021.
Post: September 3, 2021.
Mail: September 3, 2021.

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Property Owners Notified:

RED WILLOW CO. SCHOOL DIST. #17
700 WEST 7TH
MCCOOK, NE 69001

TOM BREDVICK, PRESIDENT
MCCOOK PUBLIC SCHOOLS
600 WEST 7TH
MCCOOK, NE 69001

RED WILLOW COUNTY
C/O TAMI TEEL
502 NORRIS AVE
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMMISSION
502 NORRIS AVE
MCCOOK, NE 69001

CLARY VILLAGE, LLC
402 NORRIS
SUITE 301
MCCOOK, NE 69001

RED WILLOW COUNTY FAIRGROUNDS
PO BOX 876
MCCOOK, NE 69001

BEVERLY ESTERAICH
701 WEST Q
MCCOOK, NE 69001

MEDC
C/O ANDY LONG
402 NORRIS AVE
MCCOOK, NE 69001

W.A.G.S PROPERTIES, LLC
1411 EAST 5
MCCOOK, NE 69001

RICHARD AND STACEE SMOCK
903 W R
MCCOOK, NE 69001

DAVID AND JOANN BARENBERG
901 W R
MCCOOK, NE 69001

THOMAS AND MIKA LENTZ
805 W R
MCCOOK, NE 69001

ENERGY PROPERTY INV.
ATTN COLLIN HUNTER
13221 CLOUD MESA DRIVE
CHEYENNE, WY 82009

VICKI SYDOW
803 W R
MCCOOK, NE 69001

MICHAEL AND NANCY HEDKE
801 W R
MCCOOK, NE 69001

DAVE AND ANGELA MCCARTY
1700 W 4
MCCOOK, NE 69001

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CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development(Includes Zone Change)

Name of Project: HCC Submission

Description of Project: Creating five lots

Project sponsor or developer:

Name: David E. Winder

Address: 2103 West 7th McCook

Phone number: 308-340-8733

Fax number: _____

E-mail Address: dtwinder@outlook.com

Land owner or owners:

Name: HCC Leasing to Pam Klug

Address: 2106 Cedar Lane McCook

Phone number: 308-346-5460

Fax number: _____

E-Mail Address: _____

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

David E. Winder
Printed Name:

Printed Name:

David E. Winder
Signature:

Signature:

8-1-21
Date:

Address and physical location of the Proposed Land Use Action: _____

Property Description (Of the parent parcel for subdivisions): A parcel of land
being part of the southwest quarter of the Northeast
1/4 of section 19, Township 3 North, Range 29 West
of the 6th PM in Red Willow County

Required Information:

See Attached sheets for required information for:

- _____ Subdivisions
- _____ Zone Changes and special exceptions
- _____ Planned developments

FEE PAID: \$ _____ (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

REQUIRED ATTACHMENTS:

For Subdivisions:

 Sketch Plan:

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

 Attachments: in addition to the above noted sketch plat, the subdivider shall attach the following:

- (1) A letter requesting only zoning change or ~~special exception~~ required for the development to proceed.
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision.
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas.
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly in regard to land use, thoroughfare, and public facilities)
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area?

 No

If so, briefly explain what they might consist of.

(Attach explanation)

 Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

Final

~~Preliminary~~ Plat Submission:

- _____ (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:
_____ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)
- _____ (b) Fees: A plat review fee shall accompany the preliminary plat in the amount specified in the City Fee Ordinance. (See Attached list of fees for building, zoning, and subdivision actions)
- _____ (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:
- _____ (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).
- _____ (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.
- _____ (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.
- _____ (4) Scale of the plat, one inch = one hundred feet or larger.
- _____ (5) Date of preparation and north point.
- _____ (6) Present zoning.
- _____ (7) Existing conditions:
- _____ aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.
- _____ bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.
- _____ cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

- _____ dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.
- _____ (8) The general arrangement of lots and their approximate size.
- _____ (9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.
- _____ (10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.
- _____ (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- _____ (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- _____ (13) The subdivider shall indicate by letter when improvements as required will be installed or requested.
- _____ (14) Any proposed restrictive covenants for the land involved shall accompany the plat.
- _____ (15) a letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities.

PLANNING COMMISSION APPROVAL

THIS PLAT WAS DULYY APPROVED BY THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, PLANNING COMMISSION.

ON THIS _____ DAY OF _____ 2021.

SECRETARY: NATE SCHNEIDER

CHAIRMAN: KURT VOSBURG

MUNICIPAL APPROVAL

THIS PLAT WAS DULY APPROVED BY THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

ON THIS _____ DAY OF _____ 2021.

CITY CLERK: LEA ANN DOAK

MAYOR: MIKE GONZALES

RECORDING INFORMATION

STATE OF NEBRASKA) COUNTY OF RED WILLOW)

INSTRUMENT NO. _____

DATE: _____ TIME: _____

REGISTER OF DEEDS: TAMI TEEL

LEGAL DESCRIPTION (TRACT 2 OF THE ADMINISTRATIVE LOT SPLIT):

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6TH P.M., IN RED WILLOW COUNTY, NEBRASKA, COMPRISING PART OF DEED INSTRUMENT NO. 2012-01694 (2) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 1 CLARY SUBDIVISION REPLAT NO. 2 IN THE CITY OF MCCOOK, RED WILL COUNTY, NEBRASKA AND ALSO BEING THE NORTH RIGHT OF WAY LINE OF Q STREET, THENCE S85°40'13"E ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 66.00 FEET TO THE EAST RIGHT OF WAY LINE OF WEST 8TH STREET, THENCE N00°30'06"W ON SAID EAST RIGHT OF WAY LINE A DISTANCE OF 236.91 FEET TO THE POINT OF BEGINNING, THENCE S85°39'35"E A DISTANCE OF 100.00 FEET, THENCE N00°30'06"W A DISTANCE OF 150.00 FEET, THENCE S85°39'35"E A DISTANCE OF 192.93 FEET, THENCE N00°57'18"W A DISTANCE OF 80.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST R STREET, THENCE N85°38'55"W A DISTANCE OF 292.30 FEET TO THE SAID WEST RIGHT OF WAY LINE OF WEST 8TH STREET, THENCE S00°30'06"E ON SAID WEST RIGHT OF WAY LINE A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.88 ACRES MORE OR LESS.

HCC SUBDIVISION

A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 29 WEST, OF THE 6TH P.M., IN THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA.

DEDICATION:

HCC LEASING, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY AS IT APPEARS ON THE FOREGOING PLAT AND AS DESCRIBED IS THE SURVEYOR'S CERTIFICATE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR, THE SAID OWNER DOES HEREBY DEDICATE ANY STREETS, ALLEYS, EASEMENT, AND ANY OTHER OPEN AREAS TO THE PUBLIC USE AND BENEFIT.

RICHARD F. KLUG (PRESIDENT)

BY: PRINTED NAME AND TITLE:

BY: SIGNATURE AND TITLE:

ACKNOWLEDGEMENT:

STATE OF NEBRASKA }
COUNTY OF RED WILLOW } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE

_____ DAY OF _____, 2021, BY: RICHARD F. KLUG PRINTED NAME

MY COMMISSION EXPIRES THE _____ DAY OF _____, 20____.

NOTARY _____ (SEAL)

SEAL

G.P.S. PROJECT # 042-2021

- LEGEND :
- D-DEED DISTANCE
 - M-MEASURED DISTANCE
 - R-RECORD DISTANCE
 - P-PLATTED DISTANCE
 - G-GOVERNMENT DISTANCE
 - W.C.-WITNESS CORNER

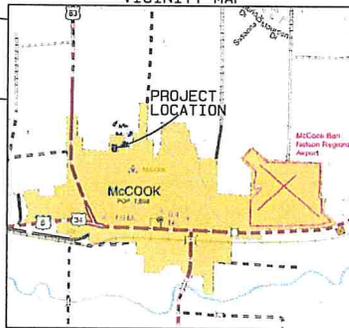
- ⊕ FOUND CORNER
- CALCULATED POINT
- SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE
- 10' UTLY.ESMT.

SURVEYOR'S CERTIFICATE:

I JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS PLAT OF A SURVEY AND LEGAL DESCRIPTION WAS MADE BY ME OR UNDER MY SUPERVISION, WAS COMPLETED ON 09/08/2021.

JOSHUA E. GRUMMERT | LS-783

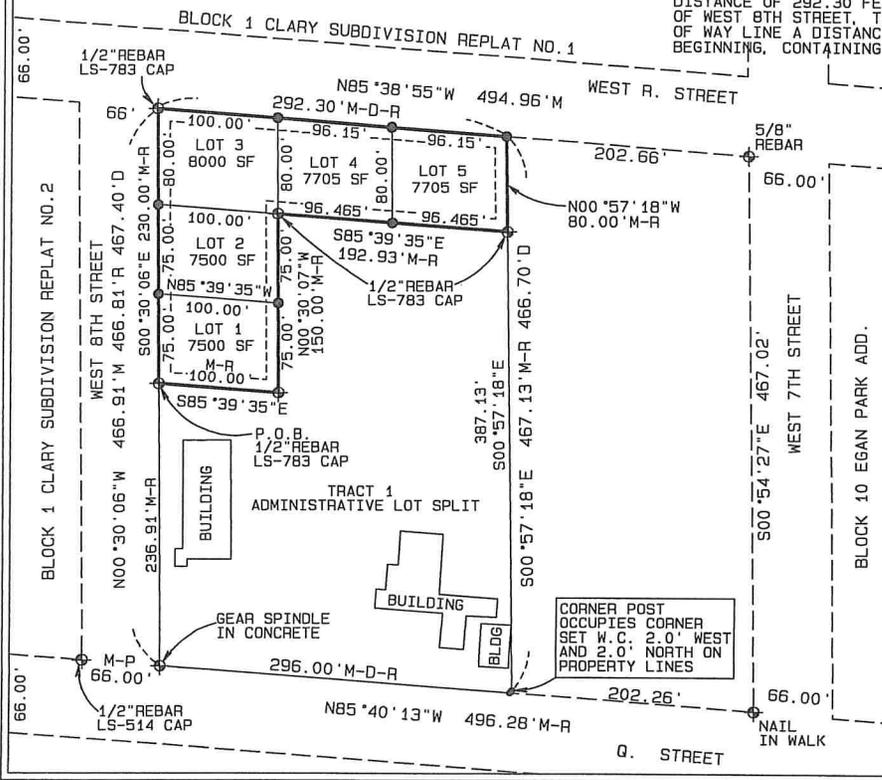
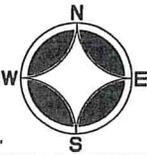
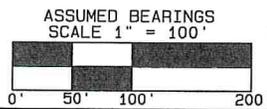
GRUMMERT PROFESSIONAL SERVICES, LLC
2837 W. HWY 6, STE 206, HASTINGS, NE 68901
PHONE 402-879-5701 EMAIL jmgrumert@yahoo.com
WWW.GRUMMERTSURVEYING.COM



OWNER:
HCC LEASING, L.L.C.
2106 CEDAR LANE
MCCOOK, NE 69001

SURVEYOR:
GRUMMERT PROFESSIONAL SERVICES
PO BOX 37, KENESAW, NE 68956

DEVELOPER:
D.E.W. CONTRACTING, L.L.C.
2103 WEST 7TH STREET
MCCOOK, NE 69001



McCook Planning Commission
September 13, 2021
5:15 PM Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Lyons, Mockry.

Absent: Commissioners Friehe, McDowell, Stevens; City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 10, 2021, 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 Planning Commission. 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.

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

1. Approve the minutes of the August 9, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the August 9, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the proposed Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

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YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (5 pages); and Exhibit #5 - proposed Final Plat HCC Subdivision (1 page).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the proposed HCC Subdivision.

With no one else was present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Mockry, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.C. Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing

published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the removal of the PUD designation.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.D. Recommend to the McCook City Council dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Bradley, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.E. Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM), with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District and zoning change approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the requested zoning change.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Hilker, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.F. Recommend to the McCook City Council the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recommend to the McCook City Council approval of the zoning change for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM). This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:43 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

RESOLUTION NO. 2021-17

WHEREAS, HCC LEASING, LLC applied for approval of a subdivision of a parcel of land being part of the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., Red Willow County, Nebraska located within the corporate limits of the City of McCook to be known as HCC Subdivision of the City of McCook, Red Willow County, Nebraska.

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

SECTION 1. That the plat of HCC Subdivision of the City of McCook, Red Willow County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved in accordance with the provisions and requirements of Section 19-916 of the Nebraska Revised Statutes and accepted and ordered filed and recorded in the Office of the Register of Deeds of Red Willow County, Nebraska.

SECTION 2. That the Mayor and City Clerk be and are hereby authorized and directed to execute the final plat on behalf of the City of McCook, Nebraska.

PASSED AND APPROVED THIS 20th day of September, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

EXHIBIT #7

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**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. ____ Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ____ Approve the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. 2.C. Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. 2.D. Introduce and approve on first reading, Ordinance No. 2021- ~~3023~~, dissolving the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ____ Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

ITEM NO. ____ Introduce and approve on first reading, Ordinance No. 2021-_____, approving the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

BACKGROUND:

A minor subdivision application has been filed by David Winder for the purpose of subdividing a tract of land located in the SW/4 of the NE/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. The proposed name for the new subdivision is HCC Subdivision. The proposed subdivision would carve out five residential lots, with all of the properties located adjacent to West 8th Street and/or West R Street. The property to the south of HCC Subdivision would not be included in the new subdivision. Currently, there is a residential structure under construction on proposed Lot 3. No additional construction can occur at this location until the subdivision occurs. All of the proposed lots within HCC Subdivision comply with the City of McCook's Zoning Ordinance, Article 9; Residential Medium Density District (RM). There are existing utilities adjacent to the proposed subdivision. One important note, the property south of proposed HCC Subdivision is in the process of an administrative lot split. The lot split paperwork will be filed prior to the HCC Subdivision finalization.

As a result of the request, the City of McCook must dissolve a Planned Unit Development that was approved by the McCook City Council for the entirety of the lot (which includes both the proposed HCC Subdivision as well as the property to the south that is home to the "bus barn" and

EXHIBIT #1

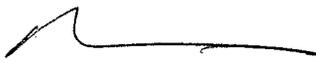
PAGE(S) - 2

other ancillary structures). A Planned Unit Development provides for the variance of normal zoning and subdivision standards to allow for developments that may require a deviation from the City of McCook's Zoning Ordinance. A Planned Unit Development is an overlay district, and the approved Planned Unit Development takes precedence over the existing zoning rules that are varied pursuant to the Plan. The Planned Unit Development at issue was approved by the McCook City Council on August 20, 2012. The reason for the Planned Unit Development was to allow for the construction of storage units on the southern portion of the property. The Planned Unit Development that controls the lot at issue interferes with the owner's ability to comply with the City of McCook's RM zoning regulations, hindering development of the HCC Subdivision for residential purposes. The City of McCook is comfortable with removing the Planned Unit Development designation. Housing is a priority in the City of McCook, and this project could lead to 5 new single-family residential units. The requested dissolution will provide additional lots for new homes.

Finally, Mr. Winder's application requests a zoning change of the current land uses for the property at issue, from Business Commercial (BC), to Residential Medium (RM). The zoning change request is supported by the fact that the surrounding properties are zoned RM. To the north of the proposed HCC Subdivision is the North Pointe development. To the west of the proposed HCC Subdivision is the Clary Village and Quillan Court projects. Staff has noted there are additional residential properties in the vicinity. Mr. Winder's zoning change request is consistent with the character of the neighborhood.

At the September 13, 2021 McCook Planning Commission meeting, the McCook Planning Commission voted unanimously to: 1) Approve the Final Plat; 2) Dissolve the Planned Unit Development; and 3) Approve the zoning change.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2021



Lea Ann Doak, City Clerk

September 15, 2021

NOTICE OF HEARING
REZONING AND REMOVAL OF
PLANNED DEVELOPMENT DISTRICT DESIGNATION

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the rezoning from Business Commercial (BC) District to Residential Medium Density (RM) District and for removal of the Planned Development District designation, for the following described property:

A tract of land located in Miscellaneous McCook, part of the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., Red Willow County, Nebraska; to be known as HCC Subdivision.

Public Hearings on the above-described Rezoning and Planned Development District designation removal will be held on the dates, times, and at the places listed below:

SEPTEMBER 13, 2021 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

SEPTEMBER 20, 2021 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Nate Schneider, City of McCook City Manager at 308-345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: September 3, 2021.
Post: September 3, 2021.
Mail: September 3, 2021.

EXHIBIT #2

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OWNERSHIP LIST FOR MAILING:

RED WILLOW CO. SCHOOL DIST. #17
700 WEST 7TH
MCCOOK, NE 69001

TOM BREDVICK, PRESIDENT
MCCOOK PUBLIC SCHOOLS
600 WEST 7TH
MCCOOK, NE 69001

RED WILLOW COUNTY
C/O TAMI TEEL
502 NORRIS AVE
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMMISSION
502 NORRIS AVE
MCCOOK, NE 69001

CLARY VILLAGE, LLC
402 NORRIS
SUITE 301
MCCOOK, NE 69001

RED WILLOW COUNTY FAIRGROUNDS
PO BOX 876
MCCOOK, NE 69001

BEVERLY ESTERAICH
701 WEST Q
MCCOOK, NE 69001

MEDC
C/O ANDY LONG
402 NORRIS AVE
MCCOOK, NE 69001

W.A.G.S PROPERTIES, LLC
1411 EAST 5
MCCOOK, NE 69001

RICHARD AND STACEE SMOCK
903 W R
MCCOOK, NE 69001

DAVID AND JOANN BARENBERG
901 W R
MCCOOK, NE 69001

THOMAS AND MIKA LENTZ
805 W R
MCCOOK, NE 69001

ENERGY PROPERTY INV.
ATTN COLLIN HUNTER
13221 CLOUD MESA DRIVE
CHEYENNE, WY 82009

VICKI SYDOW
803 W R
MCCOOK, NE 69001

MICHAEL AND NANCY HEDKE
801 W R
MCCOOK, NE 69001

DAVE AND ANGELA MCCARTY
1700 W 4
MCCOOK, NE 69001

EXHIBIT #3

PAGE(S) - 1

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CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development (Includes Zone Change)

Name of Project: HCC Subdivision

Description of Project: Creating five lots

Project sponsor or developer:

Name: David E. Winder

Address: 2103 West 7th McCook

Phone number: 308-340-8733

Fax number: _____

E-mail Address: dtwinder@outlook.com

Land owner or owners:

Name: HCC Leasing Co. Pam Klug

Address: 2106 Cedarlane McCook

Phone number: 308-346-5460

Fax number: _____

E-Mail Address: _____

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

David E. Winder
Printed Name:

Printed Name:

David E. Winder
Signature:

Signature:

8-1-21
Date:

Address and physical location of the Proposed Land Use Action: _____

Property Description (Of the parent parcel for subdivisions): A parcel of land
being part of the southwest quarter of the Northeast
1/4 of section 19, Township 3 North, Range 29 West
of the 6th PM in Red Willow County

Required Information:

See Attached sheets for required information for:

- _____ Subdivisions
- _____ Zone Changes and special exceptions
- _____ Planned developments

FEE PAID: \$ _____ (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

REQUIRED ATTACHMENTS:

For Subdivisions:

0 Sketch Plan:

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

_____ Attachments: in addition to the above noted sketch plat, the subdivider shall attach the following:

- (1) A letter requesting only zoning change or ~~special exception~~ required for the development to proceed.
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision.
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas.
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly in regard to land use, thoroughfare, and public facilities)
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area?

No

If so, briefly explain what they might consist of.

(Attach explanation)

_____ Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

Final

~~Preliminary~~ Plat Submission:

- _____ (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:
- _____ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)
- _____ (b) Fees: A plat review fee shall accompany the preliminary plat in the amount specified in the City Fee Ordinance. (See Attached list of fees for building, zoning, and subdivision actions)
- _____ (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:
- _____ (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).
- _____ (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.
- _____ (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.
- _____ (4) Scale of the plat, one inch = one hundred feet or larger.
- _____ (5) Date of preparation and north point.
- _____ (6) Present zoning.
- _____ (7) Existing conditions:
- _____ aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.
- _____ bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.
- _____ cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

REQUIRED ATTACHMENTS:

For Zone Changes and Special Exceptions:

(For Zone Changes or Amendments see Article 27 of the Zoning Ordinance; for Special Exceptions see Article 24 Special Exceptions)

_____ Include a description of the reason for the request for a change of zone:

_____ Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.)

_____ Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements:

- (A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- (B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;
- (C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above;
- (D) utilities, with reference to locations, availability, and compatibility;
- (E) screening and buffering with reference to type, dimensions, and character;
- (F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

To whom it may concern,

HCC Leasing would like to request a zoning change required for the development of residential medium density housing on our commercial property located on West Q and West R St. This property is in the Southeast corner of Block 1 Clary Subdivision Replat # 2 in the city of McCook, Red Willow County, Nebraska. This will be for a single-family dwelling and will fit in with the single and multi-family housing currently in the area.

David Winder
D.E.W. Contracting

**CITY MANAGER'S REPORT
AUGUST 20, 2012 CITY COUNCIL MEETING**

ITEM: 5

ITEM A Public Hearing - Request to consider a Planned Development District request from HCC Leasing, LLC and the rezoning from Residential Medium Density District (RM) to Business Commercial District (BC), for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

ITEM B Introduce and approve under suspension of the rule Ordinance No. 2012-2883 approving the request from HCC Leasing, LLC for a Planned Development District and the rezoning from Residential Medium Density District (RM) to Business Commercial District (BC), for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

**CITY MANAGER'S REPORT
AUGUST 20, 2012 CITY COUNCIL MEETING**

ITEM: _____

RECOMMENDATION:

ITEM A

Public Hearing - Request to consider a Planned Development District Request from HCC Leasing, LLC and rezoning from Residential Medium Density (RM) to Business Commercial District (BC) for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

ITEM B

Consider a request from HCC Leasing, LLC for a Planned Development District Request and rezoning from Residential Medium Density (RM) to Business Commercial District (BC) for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

BACKGROUND:

The School Bus Barn property owned by the McCook School District is located on the northeast corner of Q Street and West 8th Street. Because the property is zoned Residential Medium, the school barn is a non-conforming use. The McCook School District has entered into a contract with HCC Leasing, LLC for HCC Leasing, contingent upon the City approving the appropriate zoning, to purchase the property.

The applicants, HCC Leasing, LLC have applied for both a Planned Development District and a rezoning of the southern portion of the property from Residential Medium to Business Commercial. They plan to build storage units on the southern portion of the property. Approximately 100 feet of the north portion of the property would remain a residential medium zone and the applicants plan to build housing in that location.

The attached Planned Development Area Application was approved by the Planning Commission, with an addition that fences be constructed between the proposed buildings on the east. Approval of this Planned Development Area Application is now at the discretion of the City Council. A Planned Development Area provides the ability to allow structures, with additional environmental, buffering etc., to not conflict with the neighborhood. It is allowed to enhance the overall area. Once approved it provides and acts as an overlay district and the applicant must conform to the planned development in its entirety. The applicants and future owners cannot deviate from the plan unless approved by the Planning Commission and the City Council.

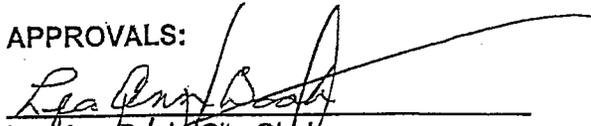
FISCAL IMPACT:

None

RECOMMENDATION:

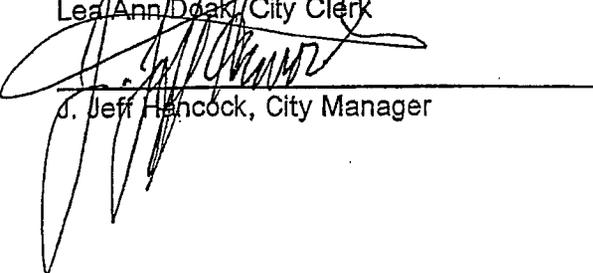
Because of the nature of both the long time and existing surrounding non-conforming development and the potential positive nature of enhancing residential activity in the surrounding area, City Staff concurs with the recommended approval of the Planning Commission of the applicants request of a Planned Development District Request and the rezoning from Residential Medium Density (RM) to Business Commercial District (BC).

APPROVALS:



Lea Ann Doak, City Clerk

August 14, 2012



J. Jeff Hancock, City Manager

August 14, 2012

NOTICE OF HEARING

PLANNED DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the Planned Development District request from HCC Leasing, LLC and the rezoning from Residential Medium Density District (RM) to Business Commercial District (BC), for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

Public Hearings on the above-described Planned Development District will be held on the dates, times, and at the places listed below:

AUGUST 13, 2012 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
302 WEST 5TH STREET

AUGUST 20, 2012 - 7:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
302 WEST 5TH STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Fred Baugher, City of McCook Building Official at 308-345-2022 ext. 232.

-s- Lea Ann Doak
City Clerk

Publish: August 3, 2012.
Post: August 3, 2012.
Mail: August 3, 2012.

OWNERSHIP LIST FOR MAILING:

Beverly Eстераich
701 West Q
McCook, NE 69001

SW Nebraska Properties LLC
c/o Wallis Marsh
5065 Westheimer, Ste. 625
Houston, TX 77056

Giant Steps Mobile Home Park McCook
c/o Kimberly Neckers
5650 Greenwood Plaza Blvd., Ste. 203
Greenwood Village, CO 80111

Red Willow County
502 Norris Avenue
McCook, NE 69001

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development (Includes Zone Change)

Name of Project: HCC Planned Development

Description of Project: Rezone property from residential to commercial for storage buildings. Leaving the North 100' of this lot for residential lots. + Planned Development Overlay

Project sponsor or developer:

Name: HCC Leasing LLC
Address: 8205 Panderosa Drive
Phone number: 308-340-3420
Fax number: _____
E-mail Address: hcc 07 @ hotmail . com

Land owner or owners:

Name: McCook City Schools
Address: 200 W 9th, McCook, NE 69001
Phone number: 308-345-2510
Fax number: _____
E-Mail Address: _____

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

HCC Leasing LLC by
Wm J Davis
Printed Name:

Printed Name:

HCC Leasing LLC by
[Signature]
Signature:

Signature:

7-30-12
Date:

Address and physical location of the Proposed Land Use Action:

811 N Q Street

Property Description (Of the parent parcel for subdivisions):

Tract of Land located in Miscellaneous McCook,
part of the SW/4NE of Section 19, Township
3 North, Range 29 West of the 6th P.M. Red W. 110th
County, Nebraska - Known as "School Bus Barn".

Required Information:

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

FEE PAID: \$ 75⁰⁰ (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

J. Jeff Hancock
Printed name

[Signature]
Signature

8-6-12
Date



For Office Use Only

Date Filed: _____
 Fee: \$75.00
 Receipt No. _____
 Revised 09/11

APPLICATION FOR PLANNED *Staff Report*
 DEVELOPMENT DISTRICT PLAN APPROVAL

1. Property Zoned: Residential - Medium
2. Met with Staff: 8-6-12, 7-19-12
3. Applicant's Name: HCC Leasing LLC
4. Applicant's Address: 2205 PANDROZA DRIVE
5. Telephone (daytime): 308-340-3420
6. Email Address: hcc07@hotmail.com
7. Owner's Name: McCook Public School Dist
8. Owner's Address: 700 W. 7th, McCook, NE 69001
9. Telephone (daytime): 308-345-2510
11. Project description: HCC Planned Development - North 2/3 Planned Development Overlay + Change of Zoning RM-BC
12. Legal description of property to be developed (attach additional sheets if necessary):
See Application

13. General Location/Address of property to be developed: 811 W Q Street
14. Area of property (square feet and/or acres): 2.5 Acres

Submittal Requirements

- Certified copy of last deed of record must be attached. (Obtain from Register of Deeds Office). Check deed restrictions on subject property prior to making plans to avoid violations of such restrictions.
- Three sets of full size plans (minimum scale: 1" = 100').
- One set of reduced plans (8 1/2" X 11")

Building and Parking information

- a. Total site area (a) 108,534 sq. ft.
- b. Number of buildings 9
- c. Building coverage (c) 27,263 sq. ft.
- d. Building coverage (c + a) 25.11 %
- e. Building height 10 + 14 ft ft.
- f. Total Floor area including basement 27,263 sq. ft.
- g. Paved Area (h) NONE sq. ft.
- h. Total Impervious Coverage (c + h + a) 25 %
- i. Number of parking stalls provided NONE
- j. Number of parking stalls required 2
- k. Front yard setback 70 ft.
- l. Side yard setback 20 ft.
- m. Street side yard setback 29 ft.
- n. Rear yard setback 15 1/4 ft.
- o. Length of street frontage 662 ft.
- p. 5' terrace sidewalk (minimum 5' from curb) Yes No
- q. Irrigation provided Yes No
- r. Bufferyard required Yes No

Multi-Family Residential Uses Only

- Number of Buildings _____
- Units per Building _____
- No. of Efficiencies _____
- No. of 1 Bedrooms _____
- No. of 2 Bedrooms _____
- No. of 3 Bedrooms _____
- Density - units per lot area _____

PLANNED DISTRICT CHECKLIST

Development Plan Package (All plans shall be drawn to scale)

A complete plan package including all the elements listed below shall be submitted to provide a complete representation of the development project.

200-Foot Radius Map.

All improvements, streets, drives, parking areas, land uses and zoning within 200 feet of the boundary of the site.

Site Plan.

- Major environmental site features/concerns such as tree masses, drainage ways, 100-year floodplains, floodways, wetlands, steep slopes, and problematic soils.
- Footprint of all proposed buildings including square footage, number of stories and finish floor elevation.
- All property lines with dimensions and all building setback lines.
- Internal and external transportation and circulation systems including location and dimensions of existing and proposed streets, alleys, driveways, curb cuts, parking lots, parking spaces including ADA handicap spaces, and pedestrian and bicycle paths.
- Location of existing and proposed utilities including, sanitary sewers, manholes, storm water facilities, municipal water, gas and electrical distribution systems and all associated easements of record or proposed easements
- Location and design of proposed site lighting. Sharp cut-off fixtures only.
- Location of all trash enclosures and loading docks.

Building Elevations.

- Exterior architectural building elevations and floor plans, including height, building materials, and other information necessary to describe the project and use of the building.

Grading and Drainage Plan.

- Shall demonstrate site grading and drainage by showing existing contours at 2-foot intervals and proposed grading at 2-foot intervals with spot elevations at critical locations.
- Shall show location and approximate size and depth of stormwater detention facilities.

Erosion and Sediment Control Plan. (May be combined with Site Grading and Drainage Plan if all information legible)

- Shall demonstrate erosion control and sediment control in compliance with NPDES requirements.

Other.

- If applicable, a proposed development schedule including a phasing plan and area calculations for each phase.
- If applicable, a complete listed of deviations of variances from the zoning code that are not proposed for the project.

Owner's signature

Date

Applicant's signature (If different than property owner,
Applicant certifies by signature that s/he is the authorized
agent of the property owner.)

If you have any questions about this application form, please contact the City Manager at (308) 345-2022, ext. 225 or the Building Official at (308) 345-2022, ext. 232.

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL PURCHASE AGREEMENT

Golden Plains Realty 907 West B Street, McCook, NE July 3, 2012 (Name and address) (date)

The undersigned, as Buyer, agrees to purchase the following property on the following terms: Address: West O Street (School Bus Barn), McCook, NE 69001 Legal Description: Misc McCook Pl 5th/4th 19-1-29, Red Willow County, Nebraska (Property)

including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included as follows:

Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability. The cost of title insurance issued for this sale shall be paid as follows: half each party. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If the title defects are not cured within such time period, Buyer may declare this agreement null and void, and the earnest money shall be refunded. Seller agrees to convey to Buyer by warranty deed or equal free and clear of all liens and encumbrances except no exceptions and subject to all easements and restrictions or covenants now of record. Special assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority, levied, assessed or not yet assessed as of the date of this agreement shall be paid by Seller assumed by Buyer. The documentary stamp tax shall be paid by Seller.

Personal Property. If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Price. Buyer agrees to pay \$ 500,000 on the following terms: an earnest money deposit of \$ 50,000 at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money will be transferred to the listing broker on acceptance. If the selling broker is other than the listing broker, all monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller, balance to be paid as shown in the following Paragraph(s) # 2

#1 All Cash Balance shall be paid in cash, or by certified or cashier's check at the time of delivery of deed, no financing being required.

#2 Conditional Upon Loan: Balance of \$ 450,000 shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ 330,000.00 on the following terms: initial interest not exceeding % per annum; amortized over not less than years; points not to exceed . Loan origination or service fees shall be paid by Buyer. Buyer agrees to make application for the loan within days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this agreement any time after 60 unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a regulated lender.

#3 Other Provisions: Contingent upon city allowing buyers to use as and build storage units. 2) Buyer shall rent property back to seller at terms and amount to be determined.

#4 Addendum: The attached addenda shall be made a part of the Purchase Agreement. (See Addenda) (Seller) (Buyer)

Real Estate Taxes/Prorations: Seller shall pay all taxes to and including 2011. Taxes for the calendar year 2012, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

Compliance with Law: Seller shall comply with any federal, state or local law applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

Maintenance/Repairs/Replacements, Cost to Seller: Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, the heating, air conditioning, water heater, sewer, plumbing, electrical system, any appliances and the lawn.

Insects: If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repair exceeds 1% of the purchase price, either Seller or Buyer may rescind this agreement.

Liability Limit: Except for the costs required by the preceding two paragraphs, Seller's total liability for any costs for maintenance, repairs or replacements required by terms of this agreement or by Buyer's lender, shall not exceed \$. Should maintenance, repairs or replacement exceed the stated amount Seller may elect to pay the cost in excess of such amount. If Seller does not, Buyer may elect to make the Property without the repairs or maintenance had such amount (the full limit) shall be a credit to the purchase price. Otherwise, either party may rescind this agreement.

Inspections: Unless otherwise provided specifically in this agreement, Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before July 16, 2012 which is the inspection deadline. Buyer shall have 5 calendar days after the inspection deadline to give notice to the Seller of any unsatisfactory conditions of the property (the "rescission deadline"). If the Buyer fails to notify the Seller of an unsatisfactory condition Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice is received by the Seller, as set forth above, this agreement shall terminate on July 23, 2012, the settlement deadline, unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

Access to Property: Seller shall provide reasonable access to Buyer, his inspectors or agents to timely fulfill this agreement and to representatives of Buyer's Lender to accommodate financing.

Condition of Property: Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property. If checked, a disclosure is attached.

Risk of Loss: Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: (i) to require the premises to be restored to the condition at execution hereof; (ii) to adjust the price to the value subject to the damage; or (iii) to rescind this agreement.

Possession and Closing: Closing of the sale shall be on September 4, 2012, or within days after loan approval, whichever shall first occur. Possession of Property shall be given on at closing, at but not before closing. This agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this agreement have been met. Time is of the essence in this agreement.

Escrow Closing: Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this agreement have been satisfied, performed and met. Closing charges shall be paid as follows: 1/2 buyer, 1/2 seller

Buyer [Signature] Seller [Signature]

August 13, 2012

To: McCook Planning Commission

Re: "School Bus Barn" proposed building plan

From: Brent and Bev Klein

The purpose of this note is to offer a few comments and observations concerning the proposed zoning change and storage garage facility at the site of the school bus barn located immediately adjacent to our home at 701 West Q Street. We are not necessarily for or against this project at the present time.

(1). We learned the details and obtained a copy of the proposal on Friday, 8-10 from Jeff Hancock, City Manager. We notice that the plan calls for several large structures which, if built will change the status of the property to be permanently non-conforming in its use as a property with residences on both sides. We are aware that recently, there was a plan proposed to use the bus barn site for a semi truck repair service. A major difference between the two proposals is that building the storage facility will be a permanent change to the residential area surrounding it, while a use such as the repair business would leave the door open for future use of the site for conforming uses such as building homes.

(2). We notice that on the proposed plan there is a neighborhood buffer of trees on the west side of the project to provide a buffer for the residents on West 8th Street from the lights, noise and activities of the business that is proposed in this residential area. There is no buffer at all on the east side of the plan which borders our property. By contrast, when Randy Lashley was attempting to plan for his semi repair business, he

came to us, shared his plans and offered to pay for and build a privacy fence as a buffer along our entire property line. We feel it is necessary for the developers of this project, if it is approved to provide a buffer on both the east and west sides of the property, not just the west as is currently proposed.

(3). As many of you know, our property at 701 West Q Street has been occupied by us for 30+ years. During that span of time, we have used our property for our own share of non-conforming uses. We have had a commercial sod farm, a preschool and storage garage rentals ourselves. Over the many years of renting our garages we have come to be very concerned about the quality of renters we have as we have had several very scary experiences with renting garages to strangers. One involved a major case of interstate drug trafficking and illegal firearms, and another involved a man who was out of prison on parole after being convicted of murder. As a result of these experiences and others, we no longer rent to people we do not know personally. In addition, the new managers of Lazy L trailer court, Skeet and Lane Brawdy, rent lots only to people who can pass a thorough background check. We think it is important for the developers of the proposed storage facility to make a similar commitment to provide security checks on their renters to protect the residents of this area, particularly the many families with children who live in the trailer courts.

(4). It is apparent to us that the proposed storage facility will require at least some security lighting. That is a concern to us as all of our bedrooms are located on the west side of our home. We do not want to have our back yard flooded with light at night. Maybe this concern could be addressed with some considerate planning by the developers.

(5). We were hoping to contact at least one of the developers of this project to discuss our concerns this past weekend, but ended up spending the weekend in Kansas City with our kids and grandkids. As a Planning Commission, City Staff, City Council and project developers, we do ask that you all be very sure before approving this plan that you would have no hesitation to approve this project being built in your neighborhood adjacent to your home.

(6). We apologize that we are unable to attend this meeting today as we had planned, but some issues came up with my precious little student, Isaiah Casillas, and we made a commitment to be with his family tonight. As you may know, Isaiah is in a battle for his life with brain cancer. We would gladly build storage garages on every side of our property if we could reverse his very poor prognosis. Please keep Isaiah in your prayers.

Brent and Bev Klein

345-6252 (home) 340-4286 (Brent) 340-4300 (Bev)

ORDINANCE NO. 2012-2883

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 1580 BY DESIGNATING A TRACT OF LAND AS A PLANNED DEVELOPMENT DISTRICT AND BY CHANGING THE ZONING CLASSIFICATION OF SAID TRACT OF LAND FROM RESIDENTIAL MEDIUM DENSITY DISTRICT (RM) TO BUSINESS COMMERCIAL DISTRICT (BC); PROVIDING FOR THE REPEAL OF ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

SECTION 1. In accordance with Article 20 of Ordinance No. 1580 of the City of McCook, Red Willow County, Nebraska, the following described tract of land shall be and is hereby designated as a Planned Development District, to wit:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

SECTION 2. In accordance with Article 27 of Ordinance No. 1580 of the City of McCook, Red Willow County, Nebraska, the zoning classification of the above-described property shall be and are hereby changed from Residential Medium Density District (RM) to Business Commercial District (BC), to wit:

SECTION 3. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above-described property to be designated as a Planned Development District and to have a zoning classification of Business Commercial District (BC) as so designated.

SECTION 4. The provisions of Ordinance No. 1580 are hereby amended as provided herein.

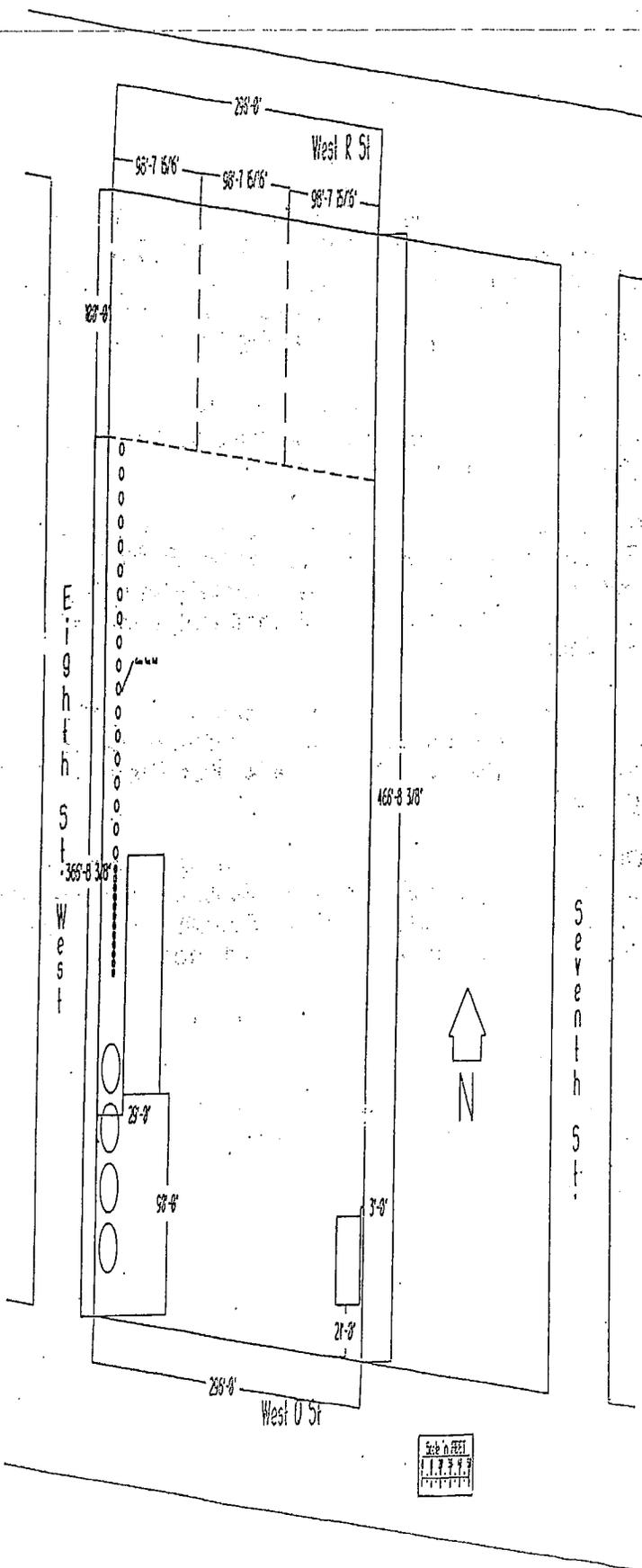
SECTION 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2012.

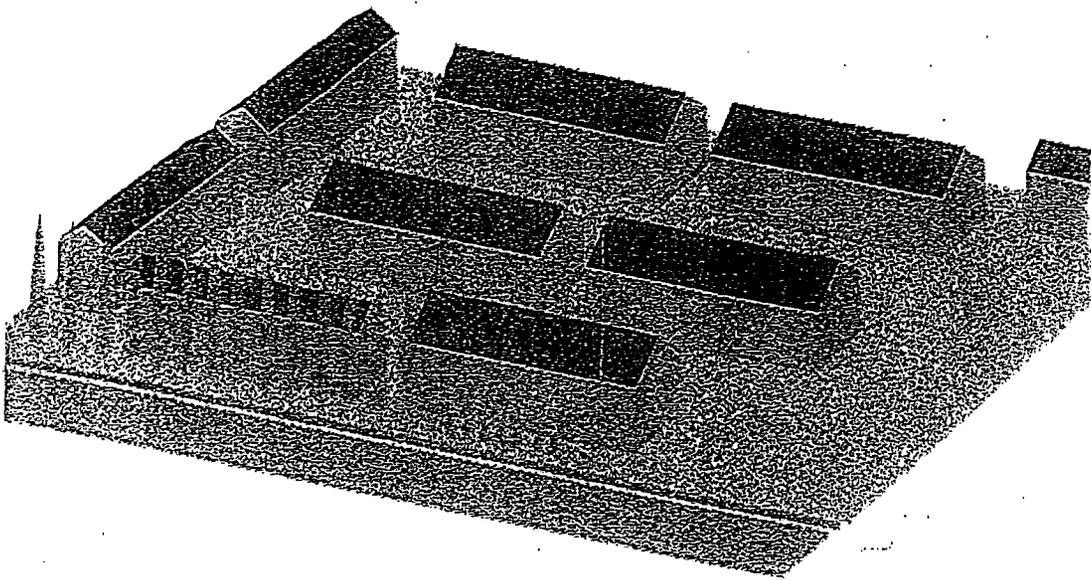
Dennis Berry, Mayor

ATTEST:

Lea Ann Doak, City Clerk



25	25	25	25
25	25	25	25
25	25	25	25
25	25	25	25



CORNFIELD

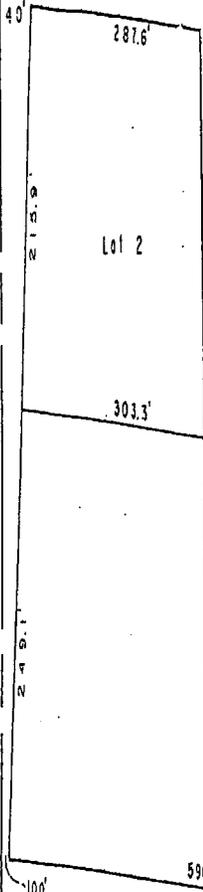
200.6'

841.5'

WEST

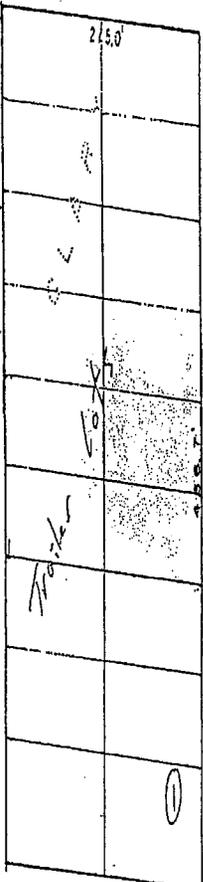
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ST.

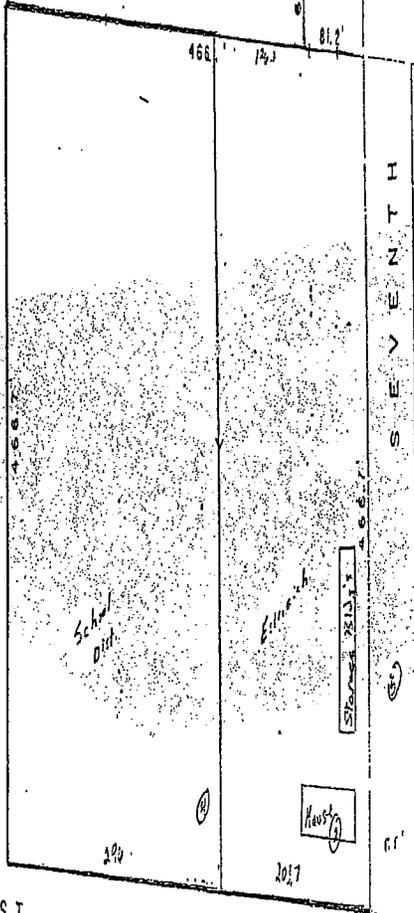


Lot 2

NINTH WEST ST.



EIGHTH WEST ST.



SEVENTH WEST ST.

100'

598

290

2017

Calc. Sec. 19

1/4 sec. 19

WEST

R

ST.

FAIRGROUNDS

PART OF APPLICATION

EXHIBIT #4

ORDINANCE NO. 2021-3023

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING MCCOOK ZONING ORDINANCE NO. 2016-2929 DISSOLVING THE PLANNED DEVELOPMENT - OVERLAY DISTRICT DESIGNATION FROM A TRACT OF LAND; PROVIDE FOR THE REPEAL OF ORDINANCE NO. 2012-2883; PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. In accordance with Article 27 of Zoning Ordinance No. 2016-2929 of the City of McCook, Red Willow County, Nebraska, the Planned Development - Overlay District designation on the following described tract of land shall be and is hereby dissolved, to wit:

A tract of land located in Miscellaneous McCook, part of the Southwest Quarter of the Northeast Quarter of Section Nineteen (19), in Township Three (3)North, Range Twenty-Nine (29) West of the Sixth (6th) P.M., in Red Willow County, Nebraska, described as follows: Commencing at a point on the north line of the public highway along the south side of said quarter-section which is 33 feet north and 1,834.8 feet west of the Southeast corner of said quarter-section; thence west along the north line of said public highway and parallel to the south line of said quarter-section a distance of 296 feet; thence north parallel to the east line of said quarter-section on a deflection angle of 85°06' a distance of 366.7 feet; thence east parallel to the south line of said quarter-section on a deflection angle of 94°64' a distance of 292.3 feet; thence southerly on a deflection angle of 84°41' a distance of 367.4 feet to the point of beginning.

SECTION 2. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above-described property to have the Planned Development - Overlay designation removed.

SECTION 3. The provisions of McCook Zoning Ordinance 2016-2929 are hereby amended as provided herein.

SECTION 4. This ordinance shall be in full force and take effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS 20th day of September, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

EXHIBIT #7

PAGE(S) - 1

McCook Planning Commission
September 13, 2021
5:15 PM Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Lyons, Mockry.

Absent: Commissioners Friehe, McDowell, Stevens; City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 10, 2021, 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 Planning Commission. 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.

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

1. Approve the minutes of the August 9, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the August 9, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the proposed Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

EXHIBIT #6

PAGE(S) - 4

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (5 pages); and Exhibit #5 - proposed Final Plat HCC Subdivision (1 page).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the proposed HCC Subdivision.

With no one else was present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Mockry, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.C. Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing

published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the removal of the PUD designation.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.D. Recommend to the McCook City Council dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Bradley, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.E. Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM), with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District and zoning change approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the requested zoning change.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Hilker, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.F. Recommend to the McCook City Council the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recommend to the McCook City Council approval of the zoning change for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM). This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:43 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. ____ Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ____ Approve the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ____ Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. ____ Introduce and approve on first reading, Ordinance No. 2021-_____, dissolving the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

ITEM NO. 2.E. Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

ITEM NO. 2.F. Introduce and approve on first reading, Ordinance No. 2021-~~3024~~, approving the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

BACKGROUND:

A minor subdivision application has been filed by David Winder for the purpose of subdividing a tract of land located in the SW/4 of the NE/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M. The proposed name for the new subdivision is HCC Subdivision. The proposed subdivision would carve out five residential lots, with all of the properties located adjacent to West 8th Street and/or West R Street. The property to the south of HCC Subdivision would not be included in the new subdivision. Currently, there is a residential structure under construction on proposed Lot 3. No additional construction can occur at this location until the subdivision occurs. All of the proposed lots within HCC Subdivision comply with the City of McCook's Zoning Ordinance, Article 9; Residential Medium Density District (RM). There are existing utilities adjacent to the proposed subdivision. One important note, the property south of proposed HCC Subdivision is in the process of an administrative lot split. The lot split paperwork will be filed prior to the HCC Subdivision finalization.

As a result of the request, the City of McCook must dissolve a Planned Unit Development that was approved by the McCook City Council for the entirety of the lot (which includes both the proposed HCC Subdivision as well as the property to the south that is home to the "bus barn" and

EXHIBIT #1

PAGE(S) - 2

other ancillary structures). A Planned Unit Development provides for the variance of normal zoning and subdivision standards to allow for developments that may require a deviation from the City of McCook's Zoning Ordinance. A Planned Unit Development is an overlay district, and the approved Planned Unit Development takes precedence over the existing zoning rules that are varied pursuant to the Plan. The Planned Unit Development at issue was approved by the McCook City Council on August 20, 2012. The reason for the Planned Unit Development was to allow for the construction of storage units on the southern portion of the property. The Planned Unit Development that controls the lot at issue interferes with the owner's ability to comply with the City of McCook's RM zoning regulations, hindering development of the HCC Subdivision for residential purposes. The City of McCook is comfortable with removing the Planned Unit Development designation. Housing is a priority in the City of McCook, and this project could lead to 5 new single-family residential units. The requested dissolution will provide additional lots for new homes.

Finally, Mr. Winder's application requests a zoning change of the current land uses for the property at issue, from Business Commercial (BC), to Residential Medium (RM). The zoning change request is supported by the fact that the surrounding properties are zoned RM. To the north of the proposed HCC Subdivision is the North Pointe development. To the west of the proposed HCC Subdivision is the Clary Village and Quillan Court projects. Staff has noted there are additional residential properties in the vicinity. Mr. Winder's zoning change request is consistent with the character of the neighborhood.

At the September 13, 2021 McCook Planning Commission meeting, the McCook Planning Commission voted unanimously to: 1) Approve the Final Plat; 2) Dissolve the Planned Unit Development; and 3) Approve the zoning change.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2021



Lea Ann Doak, City Clerk

September 15, 2021

NOTICE OF HEARING
REZONING AND REMOVAL OF
PLANNED DEVELOPMENT DISTRICT DESIGNATION

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the rezoning from Business Commercial (BC) District to Residential Medium Density (RM) District and for removal of the Planned Development District designation, for the following described property:

A tract of land located in Miscellaneous McCook, part of the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., Red Willow County, Nebraska; to be known as HCC Subdivision.

Public Hearings on the above-described Rezoning and Planned Development District designation removal will be held on the dates, times, and at the places listed below:

SEPTEMBER 13, 2021 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

SEPTEMBER 20, 2021 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Nate Schneider, City of McCook City Manager at 308-345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: September 3, 2021.
Post: September 3, 2021.
Mail: September 3, 2021.

EXHIBIT #2

PAGE(S) - 1

OWNERSHIP LIST FOR MAILING:

RED WILLOW CO. SCHOOL DIST. #17
700 WEST 7TH
MCCOOK, NE 69001

TOM BREDVICK, PRESIDENT
MCCOOK PUBLIC SCHOOLS
600 WEST 7TH
MCCOOK, NE 69001

RED WILLOW COUNTY
C/O TAMI TEEL
502 NORRIS AVE
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMMISSION
502 NORRIS AVE
MCCOOK, NE 69001

CLARY VILLAGE, LLC
402 NORRIS
SUITE 301
MCCOOK, NE 69001

RED WILLOW COUNTY FAIRGROUNDS
PO BOX 876
MCCOOK, NE 69001

BEVERLY ESTERAICH
701 WEST Q
MCCOOK, NE 69001

MEDC
C/O ANDY LONG
402 NORRIS AVE
MCCOOK, NE 69001

W.A.G.S PROPERTIES, LLC
1411 EAST 5
MCCOOK, NE 69001

RICHARD AND STACEE SMOCK
903 W R
MCCOOK, NE 69001

DAVID AND JOANN BARENBERG
901 W R
MCCOOK, NE 69001

THOMAS AND MIKA LENTZ
805 W R
MCCOOK, NE 69001

ENERGY PROPERTY INV.
ATTN COLLIN HUNTER
13221 CLOUD MESA DRIVE
CHEYENNE, WY 82009

VICKI SYDOW
803 W R
MCCOOK, NE 69001

MICHAEL AND NANCY HEDKE
801 W R
MCCOOK, NE 69001

DAVE AND ANGELA MCCARTY
1700 W 4
MCCOOK, NE 69001

2

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development(Includes Zone Change)

Name of Project: HCC Subdivision

Description of Project: Creating Five lots

Project sponsor or developer:

Name: David E. Winder

Address: 2103 West 7th McCook

Phone number: 308-340-8733

Fax number: _____

E-mail Address: dtwinder@outlook.com

Land owner or owners:

Name: HCC Leasing to Pam Klug

Address: 2106 Cedarlane McCook

Phone number: 308-346-5460

Fax number: _____

E-Mail Address: _____

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

David E. Winder
Printed Name:

Printed Name:

David E. Winder
Signature:

Signature:

8-1-21
Date:

Address and physical location of the Proposed Land Use Action: _____

Property Description (Of the parent parcel for subdivisions): A parcel of land being part of the southwest quarter of the Northeast 1/4 of section 19, Township 3 North, Range 29 West of the 6th PM in Red Willow County

Required Information:

See Attached sheets for required information for:

- _____ Subdivisions
- _____ Zone Changes and special exceptions
- _____ Planned developments

FEE PAID: \$ _____ (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

REQUIRED ATTACHMENTS:

For Subdivisions:

Sketch Plan:

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

_____ Attachments: in addition to the above noted sketch plat, the subdivider shall attach the following:

- (1) A letter requesting only zoning change or ~~special exception~~ required for the development to proceed.
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision.
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas.
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly in regard to land use, thoroughfare, and public facilities)
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area?

No

_____ If so, briefly explain what they might consist of.

(Attach explanation)

_____ Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

Final
~~Preliminary~~ Plat Submission:

- _____ (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:
_____ five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)
- _____ (b) Fees: A plat review fee shall accompany the preliminary plat in the amount specified in the City Fee Ordinance. (See Attached list of fees for building, zoning, and subdivision actions)
- _____ (c) Scale and Preliminary Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:
- _____ (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).
- _____ (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.
- _____ (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.
- _____ (4) Scale of the plat, one inch = one hundred feet or larger.
- _____ (5) Date of preparation and north point.
- _____ (6) Present zoning.
- _____ (7) Existing conditions:
- _____ aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.
- _____ bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.
- _____ cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

REQUIRED ATTACHMENTS:

For Zone Changes and Special Exceptions:

(For Zone Changes or Amendments see Article 27 of the Zoning Ordinance; for Special Exceptions see Article 24 Special Exceptions)

_____ Include a description of the reason for the request for a change of zone:

_____ Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.)

_____ Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements:

- (A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
- (B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;
- (C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above;
- (D) utilities, with reference to locations, availability, and compatibility;
- (E) screening and buffering with reference to type, dimensions, and character;
- (F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

To whom it may concern,

HCC Leasing would like to request a zoning change required for the development of residential medium density housing on our commercial property located on West Q and West R St. This property is in the Southeast corner of Block 1 Clary Subdivision Replat # 2 in the city of McCook, Red Willow County, Nebraska. This will be for a single-family dwelling and will fit in with the single and multi-family housing currently in the area.

David Winder
D.E.W. Contracting

**CITY MANAGER'S REPORT
AUGUST 20, 2012 CITY COUNCIL MEETING**

ITEM: 5

ITEM A Public Hearing - Request to consider a Planned Development District request from HCC Leasing, LLC and the rezoning from Residential Medium Density District (RM) to Business Commercial District (BC), for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

ITEM B Introduce and approve under suspension of the rule Ordinance No. 2012-2883 approving the request from HCC Leasing, LLC for a Planned Development District and the rezoning from Residential Medium Density District (RM) to Business Commercial District (BC), for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

**CITY MANAGER'S REPORT
AUGUST 20, 2012 CITY COUNCIL MEETING**

ITEM: _____

RECOMMENDATION:

ITEM A

Public Hearing - Request to consider a Planned Development District Request from HCC Leasing, LLC and rezoning from Residential Medium Density (RM) to Business Commercial District (BC) for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

ITEM B

Consider a request from HCC Leasing, LLC for a Planned Development District Request and rezoning from Residential Medium Density (RM) to Business Commercial District (BG) for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

BACKGROUND:

The School Bus Barn property owned by the McCook School District is located on the northeast corner of Q Street and West 8th Street. Because the property is zoned Residential Medium, the school barn is a non-conforming use. The McCook School District has entered into a contract with HCC Leasing, LLC for HCC Leasing, contingent upon the City approving the appropriate zoning, to purchase the property.

The applicants, HCC Leasing, LLC have applied for both a Planned Development District and a rezoning of the southern portion of the property from Residential Medium to Business Commercial. They plan to build storage units on the southern portion of the property. Approximately 100 feet of the north portion of the property would remain a residential medium zone and the applicants plan to build housing in that location.

The attached Planned Development Area Application was approved by the Planning Commission, with an addition that fences be constructed between the proposed buildings on the east. Approval of this Planned Development Area Application is now at the discretion of the City Council. A Planned Development Area provides the ability to allow structures, with additional environmental, buffering etc., to not conflict with the neighborhood. It is allowed to enhance the overall area. Once approved it provides and acts as an overlay district and the applicant must conform to the planned development in its entirety. The applicants and future owners cannot deviate from the plan unless approved by the Planning Commission and the City Council.

FISCAL IMPACT:

None

RECOMMENDATION:

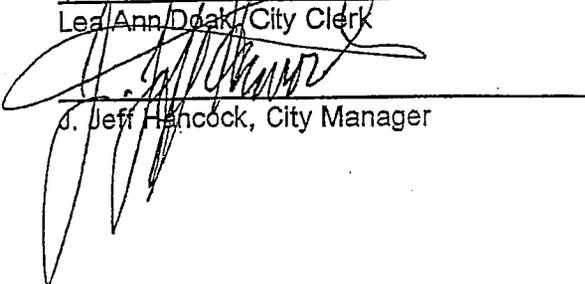
Because of the nature of both the long time and existing surrounding non-conforming development and the potential positive nature of enhancing residential activity in the surrounding area, City Staff concurs with the recommended approval of the Planning Commission of the applicants request of a Planned Development District Request and the rezoning from Residential Medium Density (RM) to Business Commercial District (BC).

APPROVALS:



Lea Ann Doak, City Clerk

August 14, 2012



J. Jeff Hancock, City Manager

August 14, 2012

NOTICE OF HEARING
PLANNED DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the Planned Development District request from HCC Leasing, LLC and the rezoning from Residential Medium Density District (RM) to Business Commercial District (BC), for the following described property:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

Public Hearings on the above-described Planned Development District will be held on the dates, times, and at the places listed below:

AUGUST 13, 2012 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
302 WEST 5TH STREET

AUGUST 20, 2012 - 7:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
302 WEST 5TH STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Fred Baugher, City of McCook Building Official at 308-345-2022 ext. 232.

-s- Lea Ann Doak
City Clerk

Publish: August 3, 2012.
Post: August 3, 2012.
Mail: August 3, 2012.

OWNERSHIP LIST FOR MAILING:

Beverly Estraich
701 West Q
McCook, NE 69001

SW Nebraska Properties LLC
c/o Wallis Marsh
5065 Westheimer, Ste. 625
Houston, TX 77056

Giant Steps Mobile Home Park McCook
c/o Kimberly Neckers
5650 Greenwood Plaza Blvd., Ste. 203
Greenwood Village, CO 80111

Red Willow County
502 Norris Avenue
McCook, NE 69001

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development (Includes Zone Change)

Name of Project: HCC Planned Development

Description of Project: Rezone property from residential to commercial for storage buildings. Leaving the North 100' of this lot for residential lots. + Planned Development Overlay

Project sponsor or developer:

Name: HCC Leasing LLC

Address: 8205 Panderosa Drive

Phone number: 308-340-3420

Fax number: _____

E-mail Address: hcc07@Hotmail.com

Land owner or owners:

Name: McCook City Schools

Address: 200 W 9th, McCook, NE 69001

Phone number: 308-345-2510

Fax number: _____

E-Mail Address: _____

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

HCC Leasing LLC by
Wm J Davis
Printed Name:

Printed Name:

HCC Leasing LLC by
[Signature]
Signature:

Signature:

7-30-12
Date:

Address and physical location of the Proposed Land Use Action: _____

811 W Q Street

Property Description (Of the parent parcel for subdivisions): _____

Tract of Land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M. Red W. 11th County, Nebraska - Known as "School Bus Barn".

Required Information:

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

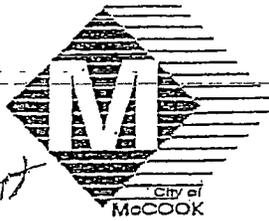
FEE PAID: \$ 75⁰⁰ (See attached schedule of fees)

Fee, complete application, and required attachments, accepted by:

J. Jeff Hancock
Printed name

[Signature]
Signature

8-6-12
Date



For Office Use Only	
Date Filed:	_____
Fee:	\$75.00
Receipt No.	_____
Revised 09/11	_____

APPLICATION FOR PLANNED *Staff Report*
DEVELOPMENT DISTRICT PLAN APPROVAL

- Property Zoned: Residential - Medium
- Met with Staff: 8-6-12, 7-19-12
- Applicant's Name: HCC Leasing LLC
- Applicant's Address: 2205 PONDROZA DRIVE
- Telephone (daytime): 308-340-3420
- Email Address: hcc07@hotmail.com
- Owner's Name: McCook Public School Dist
- Owner's Address: 700 W. 7th, McCook, NE 69001
- Telephone (daytime): 308-345-2510
- Project description: HCC Planned Development - North 3/8 Planned Development Overlay + Change of Zoning RM-BC
- Legal description of property to be developed (attach additional sheets if necessary):
See Application

- General Location/Address of property to be developed: 811 W Q Street
- Area of property (square feet and/or acres): 2.5 Acres

Submittal Requirements

- Certified copy of last deed of record must be attached. (Obtain from Register of Deeds Office). Check deed restrictions on subject property prior to making plans to avoid violations of such restrictions.
- Three sets of full size plans (minimum scale: 1" = 100').
- One set of reduced plans (8 1/2" X 11")

Building and Parking information

- Total site area (a) 108,534 sq. ft.
- Number of buildings 9
- Building coverage (c) 27,263 sq. ft.
- Building coverage (c + a) 25.11 %
- Building height 10 to 14 ft ft.
- Total Floor area including basement 27,263 sq. ft.
- Paved Area (h) None sq. ft.
- Total Impervious Coverage (c + h + a) 25 %
- Number of parking stalls provided None
- Number of parking stalls required 2
- Front yard setback 70 ft.
- Side yard setback 20 ft.
- Street side yard setback 29 ft.
- Rear yard setback 15 1/4 ft.
- Length of street frontage 662 ft.
- 5' terrace sidewalk (minimum 5' from curb) Yes No
- Irrigation provided Yes No
- Bufferyard required Yes No

Multi-Family Residential Uses Only

Number of Buildings	_____
Units per Building	_____
No. of Efficiencies	_____
No. of 1 Bedrooms	_____
No. of 2 Bedrooms	_____
No. of 3 Bedrooms	_____
Density - units per lot area	_____

PLANNED DISTRICT CHECKLIST

Development Plan Package (All plans shall be drawn to scale)

A complete plan package including all the elements listed below shall be submitted to provide a complete representation of the development project.

200-Foot Radius Map.

All improvements, streets, drives, parking areas, land uses and zoning within 200 feet of the boundary of the site.

Site Plan.

- Major environmental site features/concerns such as tree masses, drainage ways, 100-year floodplains, floodways, wetlands, steep slopes, and problematic soils.
- Footprint of all proposed buildings including square footage, number of stories and finish floor elevation.
- All property lines with dimensions and all building setback lines.
- Internal and external transportation and circulation systems including location and dimensions of existing and proposed streets, alleys, driveways, curb cuts, parking lots, parking spaces including ADA handicap spaces, and pedestrian and bicycle paths.
- Location of existing and proposed utilities including, sanitary sewers, manholes, storm water facilities, municipal water, gas and electrical distribution systems and all associated easements of record or proposed easements
- Location and design of proposed site lighting. Sharp cut-off fixtures only.
- Location of all trash enclosures and loading docks.

Building Elevations.

- Exterior architectural building elevations and floor plans, including height, building materials, and other information necessary to describe the project and use of the building.

Grading and Drainage Plan.

- Shall demonstrate site grading and drainage by showing existing contours at 2-foot intervals and proposed grading at 2-foot intervals with spot elevations at critical locations.
- Shall show location and approximate size and depth of stormwater detention facilities.

Erosion and Sediment Control Plan. (May be combined with Site Grading and Drainage Plan if all information legible)

- Shall demonstrate erosion control and sediment control in compliance with NPDES requirements.

Other.

- If applicable, a proposed development schedule including a phasing plan and area calculations for each phase.
- If applicable, a complete listed of deviations of variances from the zoning code that are not proposed for the project.

Owner's signature

Date

Applicant's signature (If different than property owner,
Applicant certifies by signature that s/he is the authorized
agent of the property owner.)

If you have any questions about this application form, please contact the City Manager at (308) 345-2022, ext. 225 or the Building Official at (308) 345-2022, ext. 232.

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL PURCHASE AGREEMENT

Golden Plains Realty 907 West B Street, McCook, NE July 3, 2012 (Name and address) (date)

The undersigned, as Buyer, agrees to purchase the following property on the following terms: Address: West O Street (School Bus Barn), McCook, NE 69001 Legal Description: Misc McCook Pt SW/4NE 19-1-29, Red Willow County, Nebraska (Property)

including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included as follows:

Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability. The cost of title insurance issued for this sale shall be paid as follows: half each way. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If the title defects are not cured within such time period, Buyer may declare this agreement null and void, and the earnest money shall be refunded. Seller agrees to convey to Buyer by warranty deed or or equal free and clear of all liens and encumbrances except no exceptions and subject to all easements and restrictions or covenants now of record. Special assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority, levied, assessed or not yet assessed as of the date of this agreement shall be paid by Seller assumed by Buyer. The documentary stamp tax shall be paid by Seller.

Personal Property. If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Price. Buyer agrees to pay \$ 500,000 on the following terms: an earnest money deposit of \$ 500,000 at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money will be transferred to the listing broker on acceptance. If the selling broker is other than the listing broker, all monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller, balance to be paid as shown in the following Paragraph(s) 1 2

#1 All Cash: Balance shall be paid in cash, or by certified or cashier's check at the time of delivery of deed, no financing being required.

#2 Conditional Upon Loan: Balance of \$ 500,000 shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ 330,000.00 on the following terms: initial interest not exceeding % per annum, amortized over not less than years; points not to exceed . Loan origination or service fees shall be paid by Buyer. Buyer agrees to make application for the loan within days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the listing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this agreement any time after 60 unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a regulated lender.

#3 Other Provisions: 1) Contingent upon city allowing buyers to use as and build storage units. 2) Buyer shall rent property back to seller at rates and amount to be determined. #4 Addendum: The attached addenda shall be made a part of the Purchase Agreement. (List Addenda)

Real Estate Taxes/Prorations: Seller shall pay all taxes to and including 2011. Taxes for the calendar year 2012, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most readily certified mill levy.

Compliance with Law: Seller shall comply with any federal, state or local law applicable to this sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

Maintenance/Repairs/Replacements, Cost to Seller: Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, the heating, air conditioning, water heater, sewer, plumbing, electrical system, any appliances and the lawn.

Insects: If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this agreement.

Liability Limit: Except for the costs required by the preceding two paragraphs, Seller's total liability for any costs for maintenance, repairs or replacements required by terms of this agreement or by Buyer's lender, shall not exceed \$. Should maintenance, repairs or replacement exceed the stated amount Seller may elect to pay the cost in excess of such amount. If Seller does not, Buyer may elect to make the Property without the repairs or maintenance and such amount (the full limit) shall be a credit to the purchase price. Otherwise, either party may rescind this agreement.

Inspections: Unless otherwise provided specifically in this agreement, Buyer, or my designee, at Buyer's expense (or to otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before July 16, 2012, which is the inspection deadline. Buyer shall have 5 calendar days after the inspection deadline to give notice to the Seller of any unsatisfactory conditions of the property (the "rescission deadline"). If the Buyer fails to notify the Seller of an unsatisfactory condition Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice is received by the Seller, as set forth above, this agreement shall terminate on July 23, 2012, the settlement deadline, unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

Access to Property: Seller shall provide reasonable access to Buyer, his inspectors or agents to timely fulfill this agreement and to representatives of Buyer's Lender to accommodate financing.

Condition of Property: Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property. If checked, a disclosure is checked.

Risk of Loss: Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right (i) to require the premises to be restored to the condition at execution hereof; (ii) to adjust the price to the value subject to the damage; or (iii) to rescind this agreement.

Possession and Closing: Closing of the sale shall be on September 4, 2012, or within days after loss approval, whichever shall first occur. Possession of Property shall be given on at closing, at but not before closing. This agreement shall in no matter be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this agreement have been met. Time is of the essence in this agreement.

Escrow/Closing: Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received verified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this agreement have been satisfied, performed and met. Closing charges shall be paid as follows: 1/2 buyer, 1/2 seller

Buyer: [Signature] Seller: [Signature]

August 13, 2012

To: McCook Planning Commission

Re: "School Bus Barn" proposed building plan

From: Brent and Bev Klein

The purpose of this note is to offer a few comments and observations concerning the proposed zoning change and storage garage facility at the site of the school bus barn located immediately adjacent to our home at 701 West Q Street. We are not necessarily for or against this project at the present time.

(1). We learned the details and obtained a copy of the proposal on Friday, 8-10 from Jeff Hancock, City Manager. We notice that the plan calls for several large structures which, if built will change the status of the property to be permanently non-conforming in its use as a property with residences on both sides. We are aware that recently, there was a plan proposed to use the bus barn site for a semi truck repair service. A major difference between the two proposals is that building the storage facility will be a permanent change to the residential area surrounding it, while a use such as the repair business would leave the door open for future use of the site for conforming uses such as building homes.

(2). We notice that on the proposed plan there is a neighborhood buffer of trees on the west side of the project to provide a buffer for the residents on West 8th Street from the lights, noise and activities of the business that is proposed in this residential area. There is no buffer at all on the east side of the plan which borders our property. By contrast, when Randy Lashley was attempting to plan for his semi repair business, he

came to us, shared his plans and offered to pay for and build a privacy fence as a buffer along our entire property line. We feel it is necessary for the developers of this project, if it is approved to provide a buffer on both the east and west sides of the property, not just the west as is currently proposed.

(3). As many of you know, our property at 701 West Q Street has been occupied by us for 30+ years. During that span of time, we have used our property for our own share of non-conforming uses. We have had a commercial sod farm, a preschool and storage garage rentals ourselves. Over the many years of renting our garages we have come to be very concerned about the quality of renters we have as we have had several very scary experiences with renting garages to strangers. One involved a major case of interstate drug trafficking and illegal firearms, and another involved a man who was out of prison on parole after being convicted of murder. As a result of these experiences and others, we no longer rent to people we do not know personally. In addition, the new managers of Lazy L trailer court, Skeet and Lane Brawdy, rent lots only to people who can pass a thorough background check. We think it is important for the developers of the proposed storage facility to make a similar commitment to provide security checks on their renters to protect the residents of this area, particularly the many families with children who live in the trailer courts.

(4). It is apparent to us that the proposed storage facility will require at least some security lighting. That is a concern to us as all of our bedrooms are located on the west side of our home. We do not want to have our back yard flooded with light at night. Maybe this concern could be addressed with some considerate planning by the developers.

(5). We were hoping to contact at least one of the developers of this project to discuss our concerns this past weekend, but ended up spending the weekend in Kansas City with our kids and grandkids. As a Planning Commission, City Staff, City Council and project developers, we do ask that you all be very sure before approving this plan that you would have no hesitation to approve this project being built in your neighborhood adjacent to your home.

(6). We apologize that we are unable to attend this meeting today as we had planned, but some issues came up with my precious little student, Isaiah Casillas, and we made a commitment to be with his family tonight. As you may know, Isaiah is in a battle for his life with brain cancer. We would gladly build storage garages on every side of our property if we could reverse his very poor prognosis. Please keep Isaiah in your prayers.

Brent and Bev Klein

345-6252 (home) 340-4286 (Brent) 340-4300 (Bev)

ORDINANCE NO. 2012-2883

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF MCCOOK ZONING ORDINANCE NO. 1580 BY DESIGNATING A TRACT OF LAND AS A PLANNED DEVELOPMENT DISTRICT AND BY CHANGING THE ZONING CLASSIFICATION OF SAID TRACT OF LAND FROM RESIDENTIAL MEDIUM DENSITY DISTRICT (RM) TO BUSINESS COMMERCIAL DISTRICT (BC); PROVIDING FOR THE REPEAL OF ANY AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

SECTION 1. In accordance with Article 20 of Ordinance No. 1580 of the City of McCook, Red Willow County, Nebraska, the following described tract of land shall be and is hereby designated as a Planned Development District, to wit:

A tract of land located in Miscellaneous McCook, part of the SW/4NE of Section 19, Township 3 North, Range 29 West of the 6th P.M., Red Willow County, Nebraska; generally described as a lot on the north side of "Q" Street West, commonly known as the "School Bus Barn".

SECTION 2. In accordance with Article 27 of Ordinance No. 1580 of the City of McCook, Red Willow County, Nebraska, the zoning classification of the above-described property shall be and are hereby changed from Residential Medium Density District (RM) to Business Commercial District (BC), to wit:

SECTION 3. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above-described property to be designated as a Planned Development District and to have a zoning classification of Business Commercial District (BC) as so designated.

SECTION 4. The provisions of Ordinance No. 1580 are hereby amended as provided herein.

SECTION 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

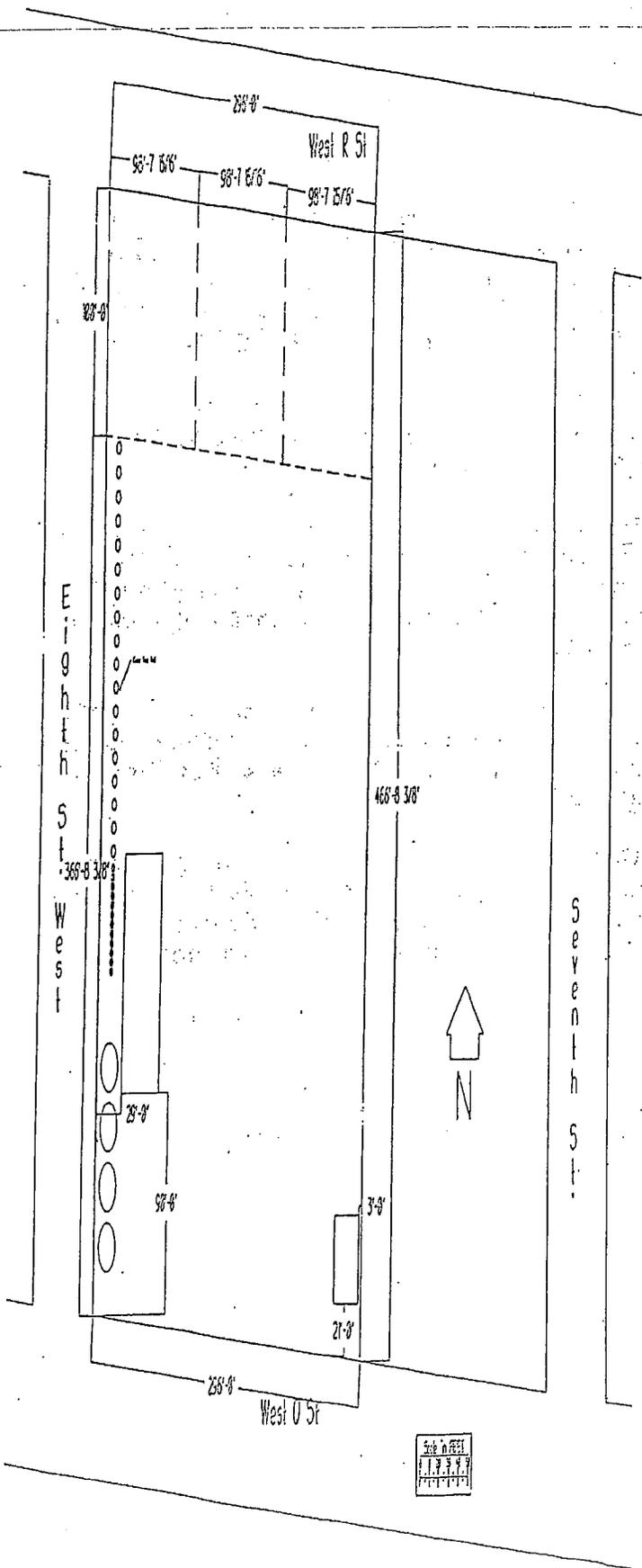
PASSED AND APPROVED this _____ day of _____, 2012.

Dennis Berry, Mayor

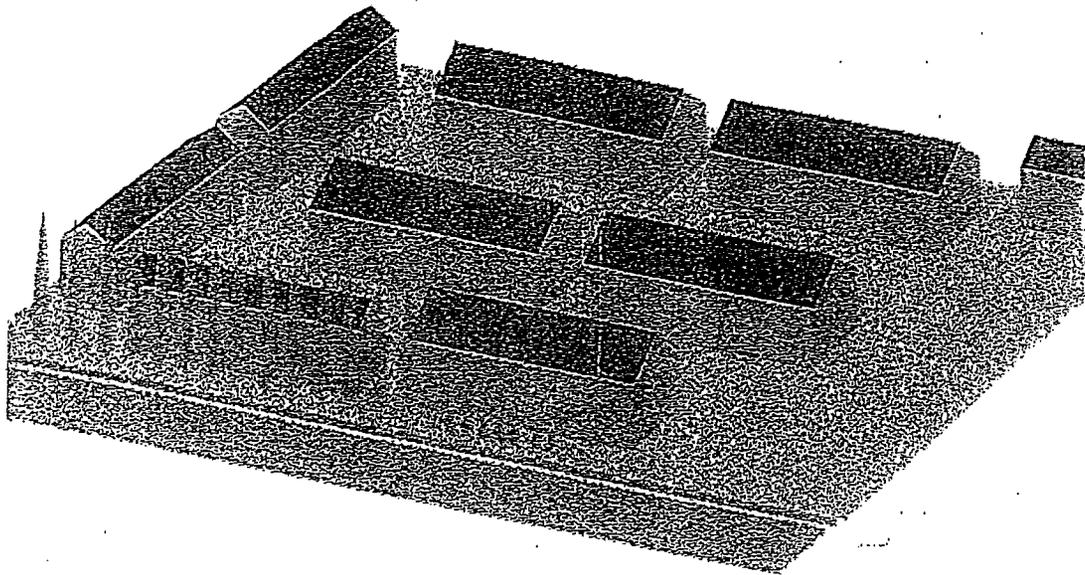
ATTEST:

Lea Ann Doak, City Clerk

EXHIBIT #6



1	2	3	4	5
6	7	8	9	10
11	12	13	14	15



CORNFIELD

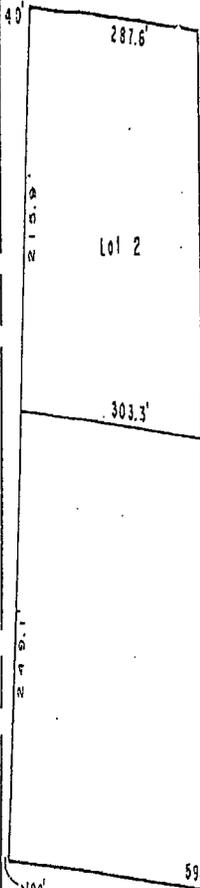
200.6'

841.5'

WEST

R

ST.



Lot 2

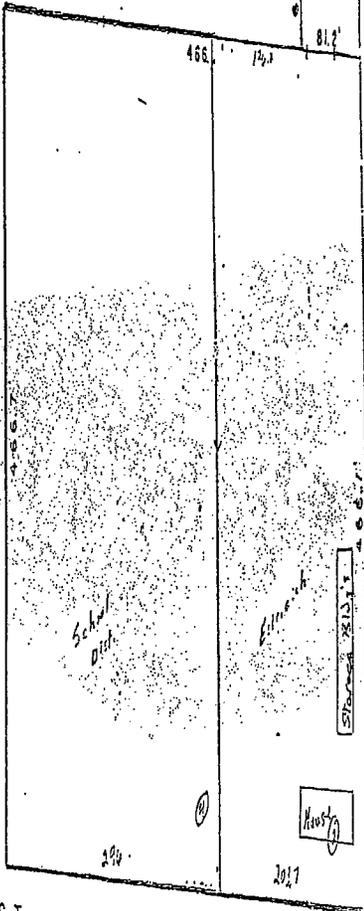
303.3'

WEST
NINETY ST.



225.0'

WEST
NINETY ST.



468'

120.1

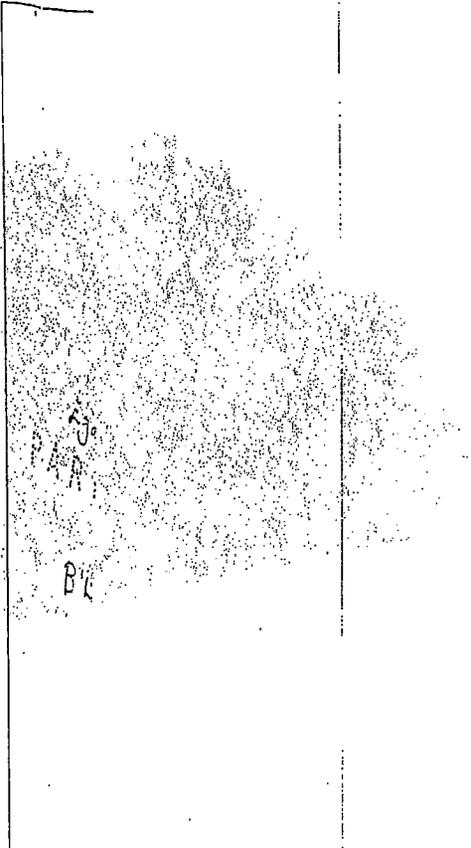
81.2'

School Ditch

Elinor

2027

WEST
NINETY ST.



B/C

6.1'

WEST

Q

ST.

FAIRGROUNDS

PART OF APPLICATION

EXHIBIT #4

ORDINANCE NO. 2021-3024

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING MCCOOK ZONING ORDINANCE NO. 2016-2929 CHANGING THE ZONING CLASSIFICATION OF THE HCC SUBDIVISION, OF THE CITY OF MCCOOK, RED WILLOW COUNTY, NEBRASKA, FROM BUSINESS COMMERCIAL DISTRICT (BC) TO RESIDENTIAL MEDIUM DENSITY DISTRICT (RM); PROVIDE FOR THE REPEAL OF ANY OTHER CONFLICTING ORDINANCES; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE ENFORCED.

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

SECTION 1. In accordance with Article 27 of Zoning Ordinance No. 2016-2929 of the City of McCook, Red Willow County, Nebraska, the zoning classification of the following described property shall be and is hereby changed from Business Commercial District (BC) to Resident Medium Density District (RM), to wit:

Lots One (1), Two (2), Three (3), Four (4), and Five (5), HCC Subdivision, of the City of McCook, Red Willow County, Nebraska.

SECTION 2. The City Clerk of the City of McCook, Nebraska is hereby directed to change the official zoning map of the City of McCook, Nebraska to show the above-described property to have a zoning classification of Residential Medium Density District (RM).

SECTION 3. The provisions of Zoning Ordinance 2016-2929 are hereby amended as provided herein.

SECTION 4. This ordinance shall be in full force and take effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS 20th day of September, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

EXHIBIT #7

PAGE(S) - 1

McCook Planning Commission
September 13, 2021
5:15 PM Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Lyons, Mockry.

Absent: Commissioners Friehe, McDowell, Stevens; City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 10, 2021, 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 Planning Commission. 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.

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

1. Approve the minutes of the August 9, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the August 9, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the proposed Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

EXHIBIT #6

PAGE(S) - 4

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (5 pages); and Exhibit #5 - proposed Final Plat HCC Subdivision (1 page).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the proposed HCC Subdivision.

With no one else was present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Mockry, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.C. Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing

published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the removal of the PUD designation.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.D. Recommend to the McCook City Council dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Bradley, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.E. Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM), with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District and zoning change approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the requested zoning change.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Hilker, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.F. Recommend to the McCook City Council the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recommend to the McCook City Council approval of the zoning change for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM). This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:43 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: **3.A.**

Approve the minutes of the September 7, 2021 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 15, 2021

McCook City Council
September 7, 2021
5:30 PM 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 Gonzales, Councilmembers Calvin, Weedin, Muehlenkamp, Rambali.

Absent: None.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Fire Chief Harpham, Public Works Director Potthoff, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 2, 2021, 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 Gonzales 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, Mayor Gonzales called the meeting to order.

1. Announcements & Recognitions.

City Manager Schneider informed the Council that a Planning Commission was scheduled for September 13 for consideration of a Minor Subdivision.

2. Public Hearings.

2.A. Public Hearing - consider the 2022 McCook Plan of Street Improvements.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public comment on the 2022 McCook Plan of Street Improvements with the City Attorney to act as hearing officer. This motion, made by Weedin and seconded by Gonzales, passed.

Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA

YEA: 5, NAY: 0

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated September 7, 2021 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - proposed Resolution No. 2021-14 (1 page); Exhibit #4 - One Year Street Plan (1 page); Exhibit #5 - Long Range Street Plan (1 page); Exhibit #6 - Map of 2022 - Plan of Street Improvements (1 page); Exhibit #7 - 2022 One & Six Year Plan Budget (1 page); and Exhibit #8 - Projects Completed or Contracted in the Last Fiscal Year (1 page).

Greg Wolford and Kyle Potthoff discussed the progress of the current street plan. They also discussed what is planned for the coming year and the next couple of years.

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

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

2.B. Adopt Resolution No. 2021-14 approving the 2022 McCook Plan of Street Improvements.

Motion to adopt Resolution No. 2021-14 approving the 2022 McCook Plan of Street Improvements. This motion, made by Calvin and seconded by Muehlenkamp, passed.

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

3. Consent Agenda.

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

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

3.A. Approve the minutes of the August 16, 2021 regular City Council meeting, the August 30, 2021 Budget Hearing, and the August 30, 2021 special City Council meeting.

3.B. Approve Resolution No. 2021-15 authorizing the Mayor to sign the 2021 Municipal Annual Certification of Program Compliance to the Nebraska Board of Public Roads Classification and Standards.

3.C. Approve a Memorandum of Understanding with the McCook Area Chamber of Commerce whereby ACE funds will be appropriated for promotional activities that benefit the City of McCook.

3.D. Appoint Councilmember Jared Muehlenkamp to represent the City of McCook on the Enhanced Emergency 911 Technical Committee.

3.E. Approve the application for a Special Designated Liquor License submitted by JBN, Inc., dba Hi Times Liquor Mart 1, Liquor License #DK-100025, for a reception to be held at the Red Willow County Fairgrounds Alice Building, 1412 West 5th Street, on September 30, 2021 from 12:00 P.M. to 1:00 A.M.

3.F. Approve the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for the Farrell's Sip 'n Shop to be held at Farrell's Hallmark Shop, 116 West "B" Street, on October 22, 2021 from 1:00 P.M. to 9:00 P.M.

3.G. Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Mixer to be held at MNB Bank, 220 Norris Avenue, on September 22, 2021 from 8:00 A.M. to 11:00 P.M.

3.H. Approve the application for a Special Designated Liquor License submitted by Loop Brewing

Company LLC, Liquor License #LK-093351, for a wedding reception to be held at the McCook Municipal Auditorium, 302 West 5th Street, on October 23, 2021 from 4:00 P.M. to 12:00 A.M.

- 3.I. Receive and file the Property Damage Incident Form from Rosanne Olson and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
- 3.J. Receive and file the Property Damage Incident Form from Cheryl E. Bridgmon and instruct that it be submitted to the City's insurance carrier for review and appropriate action.
- 3.K. Approve the McCook Area Chamber of Commerce Heritage Days request for the use of Norris Park for the Arts & Crafts Show on September 25 & 26, 2021; for the closing of Norris Avenue from "G" Street to "H" Street - after the parade on Saturday until Sunday evening, the 100 block of East "G" Street beginning at 3:00 p.m. on Friday, September 24, 2021 until Sunday evening, the 700 and 800 blocks of East 1st, the 100 and 200 blocks of East "H" Street beginning at 5:00 A.M., September 25, 2021 until Sunday evening, the 100 block of West "G" street from 5:00 a.m. on Saturday, September 25, 2021 until after the parade; to allow overnight parking for vendors around Norris Park and to conduct their parade on public streets on September 25, 2021.
- 3.L. Approve the St. Patrick Catholic Church request to close portions of East 4th and East "G" Streets and to utilize city property for their Annual Fall Festival on October 9 and 10, 2021.
- 3.M. Approve Resolution No. 2021-16, adopting the Quad Counties Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety.
- 3.N. Consider and approve a request from the Discovery Center of Southwest Nebraska, to utilize the McCook City Auditorium's gymnasium and council chambers for a children's event, their third Cardboard Challenge, a "Museum Without Walls", and for the rental fees to be paid for by community betterment funds.

4. Regular Agenda.

- 4.A. Approve on its third and final reading, Ordinance No. 2021-3018, updating McCook's Code of Ordinances to include a new section to Chapter 71, said Chapter and Section to be known as Chapter 71: Traffic Rules; Section 71.30: Engine Braking.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3018 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF CHAPTER 71 - TRAFFIC RULES, OF THE CITY OF MCCOOK CODE OF ORDINANCES; ADDING SUBSECTION - MOTOR VEHICLES; SECTION 71.30 - ENGINE BRAKES; DEFINITIONS, PROHIBITED, AFFIRMATIVE DEFENSE, AND PENALTY; PROVIDING FOR THE REPEAL OF 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. 2021-3018 has been read by title and I move to approve upon its third and final reading. This motion, made by Calvin and seconded by Rambali, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: NAY, Rambali: YEA

YEA: 4, NAY: 1

Ordinance No. 2021-3018 is declared lawfully passed and adopted upon publication as required by law.

- 4.B. Approve on its third and final reading, Ordinance No. 2021-3019 providing for the adoption of the budget for FY2021/2022.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3019 by title.

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

Ordinance No. 2020-3019 has been read by title and I move to approve upon its third and final reading. This motion, made by Weedon and seconded by Calvin.

Fire Chief Harpham informed the Council that the City was awarded the grant for the purchase of a Safety Training Trailer. The grant application was for \$225,000, with the City's match being \$11,250. The award was for the base package in the amount of \$189,245. Since the trailer will be used for area department training, they will be contacting them for commitments to fund the shortage.

City Manager Schneider reviewed the quote received for liability insurance, staffing proposed in the budget, proposed funding of two new patrol officers should the City not receive the COPS grant, and a summary of the changes made to the proposed budget presented at the August 9 special meeting.

Council discussion included that the proposed \$.01 levy increase would be used to address future personnel needs.

After discussion, the motion on the floor, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2021-3019 is declared lawfully passed and adopted upon publication as required by law.

- 4.C. Approve on its third and final reading, Ordinance No. 2021-3020 providing for the adoption of the FY2021/2022 Fiscal Year Employee Classification Pay Plan.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3020 by title.

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA PROVIDING FOR THE ADOPTION OF THE 2021/2022 FISCAL YEAR EMPLOYEE CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THE CLASSIFICATION AND PAY PLAN; REPEALING ANY AND ALL OTHER ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2020-3020 has been read by title and I move to approve upon its third and final

reading. This motion, made by Weedin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Mayor Gonzales stated for the record that Ordinance No. 2021-3020 is declared lawfully passed and adopted upon publication as required by law.

4.D. Ordinance No. 2021-3022 providing for the amendment of Appendix F, Solid Waste Collection Fees of the City of McCook Code of Ordinances.

Mayor Gonzales asked the Clerk to read Ordinance No. 2021-3022 by title.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2988 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Ordinance No. 2021-3022 has been introduced, read by title, motion to approve upon its first reading. This motion, made by Calvin and seconded by Weedin, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.E. Approve Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign.

Motion to approve the Employment Agreement with City Manager Nathan A. Schneider and authorize the Mayor to sign. This motion, made by Calvin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.F. Consider Ordinance No. 2021-3021 setting the salary and compensation of City Manager Nathan A. Schneider.

Mayor Gonzales introduced Ordinance No. 2020-3012 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA SETTING THE SALARY AND COMPENSATION OF THE CITY MANAGER OF THE CITY OF MCCOOK; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING A TIME AND DATE FROM AND AFTER WHICH THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE.

Ordinance No. 2021-3021 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended. This motion, made by Weedin and seconded by Muehlenkamp, passed.
Gonzales: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

Motion for final passage of Ordinance No. 2021-3021. This motion, made by Calvin and seconded

by Rambali, passed.

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

Mayor Gonzales stated for the record that Ordinance No. 2021-3021 is declared lawfully passed and adopted upon publication as required by law.

4.G. Council Comments.

Council comments included thanking staff for all that do in preparing the budget; appreciation of the great discussion held during the budget process; and positive, exciting things are happening for the community - the City of McCook is thriving.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 7:05 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: 3.B.

Receive and file the Property Damage Incident Form from Tyler Schmick 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 Mr. Schmick.

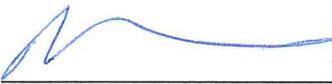
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 15, 2021



Nathan A. Schneider, City Manager

September 15, 2021



PROPERTY DAMAGE INCIDENT FORM

PHONE NO.: 308-345-2022, ext. 224 EMAIL: burkey@cityofmccook.com

FAX (303)345-1461

INCIDENT INFORMATION

LOCATION OF INCIDENT STREET: 1410 Morris Ave Apartment # 2	DATE OF INCIDENT Aug 6th, 2021?	TIME OF INCIDENT evening
CITY, STATE, ZIP: McCook, NE 69001	POLICE OR FIRE DEPARTMENT CONTACTED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF REPORTING OFFICER: ?
COUNTRY: US	POLICE REPORT NUMBER: ?	
DESCRIBE LOCATION OF INCIDENT:		

REPORTING INDIVIDUAL INFORMATION

NAME: Tyler Schmick	PHONE NUMBER: N/A
STREET ADDRESS: 37956 Dr. 715	CELL PHONE NUMBER: 308-737-7362
CITY, STATE, ZIP: 69001 McCook NE	DATE OF BIRTH: 11-08-1979

PROPERTY DAMAGE

DESCRIPTION OF PROPERTY DAMAGED:	
Apartment door kicked in:	Materials estimate: Front door \$300 ⁰⁰
	Lockset \$40 ⁰⁰
	masterkey \$40 ⁰⁰
	misc \$20 ⁰⁰
	Labor 3hrs @ \$50 ⁰⁰ /hr \$150 ⁰⁰
	total = \$550 ⁰⁰
ESTIMATE VALUE:	\$550 ⁰⁰

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

McCook PD was called about a domestic disturbance, when they arrived the apartment got quiet and the tenants would not answer door.
They kicked in the door to make sure everyone was ok.

WITNESSES (Include written statements if applicable)

NAME: <u>Joey Soto-Pacheco</u>	NAME:
ADDRESS: <u>1410 Norris Apt #2</u>	ADDRESS:
CITY, STATE, ZIP: <u>McCook NE 69001</u>	CITY, STATE, ZIP:
PHONE NUMBER: <u>308-233-1836</u>	PHONE NUMBER:

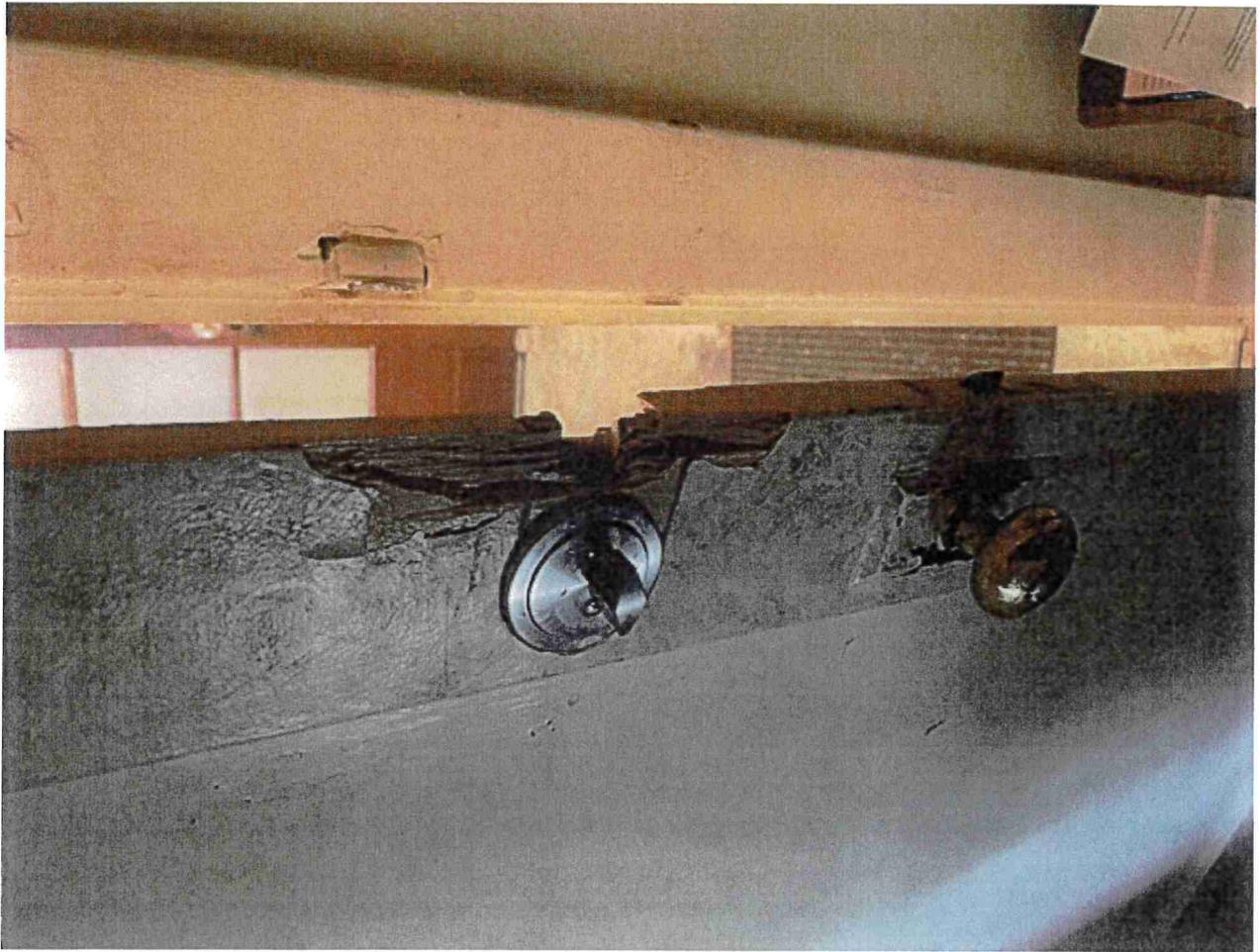
NAME:	NAME:
ADDRESS:	ADDRESS:
CITY, STATE, ZIP:	CITY, STATE, ZIP:
PHONE NUMBER:	PHONE NUMBER:



Signature of Reporting Individual

Sept 7, 2021

Date Submitted



**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: **3.C.**

Receive and file Topic for Consideration for City Council Agenda received on July 16, 2021.

BACKGROUND:

The attached request was received on July 16.

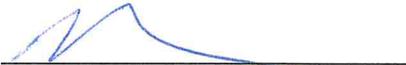
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 15, 2021



Nathan A. Schneider, City Manager

September 15, 2021



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
Website: 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: MARK HESTERWERTH

Address: 909 SUNSET RD.

Telephone Number: 308-340-3941

Email Address: hesterwm42@yahoo.com

Date of Request: JULY 16, 2021

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

REQUEST FOR CURB BETWEEN DRIVEWAYS TO BE PAINTED
YELLOW. SEE ATTACHED DOCUMENT DESCRIBING THE ISSUE.

For Administrative Purposes:

Date Request Received: 7/16/21 Received by: Kyle

Action Taken: Talked to Mark on the phone (7/19/21) @ approx. 11:00 a.m.
and informed him that we would be painting the curb in the near
future. On Tuesday July 20, 2021 Steve Miller fulfilled the request by
painting the requested curbs!

Follow-Up Needed: _____

Signed: [Signature] Date: 7/21/21



This is a joint request being submitted by myself (Mark Hesterwerth, 909 Sunset Rd.) and my neighbors, Beverly and Dallas Talkington, 907 Sunset Rd.

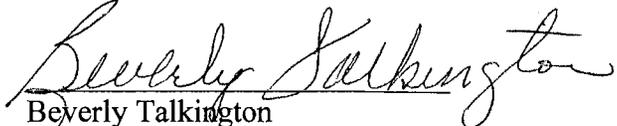
We live across the street, north of the High school track and Junior High school grounds. The layout of our driveways on our lots results in a short, approximately 15 ft. long, curb section between the two driveways.

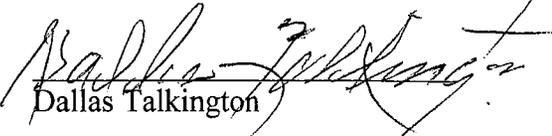
During school events and public activities at the track and the Junior High, people often park along that short curb section, between our driveways (see accompanying photos). This makes getting into or out of our driveways with our vehicles very difficult. It can be especially difficult when both sides of the street are lined with parked vehicles, including buses.

We are requesting that when the street crews paint the yellow no parking zones on the curbs around the Junior High, that they also paint the short curb section between our driveways. Hopefully, that will discourage people from parking there.

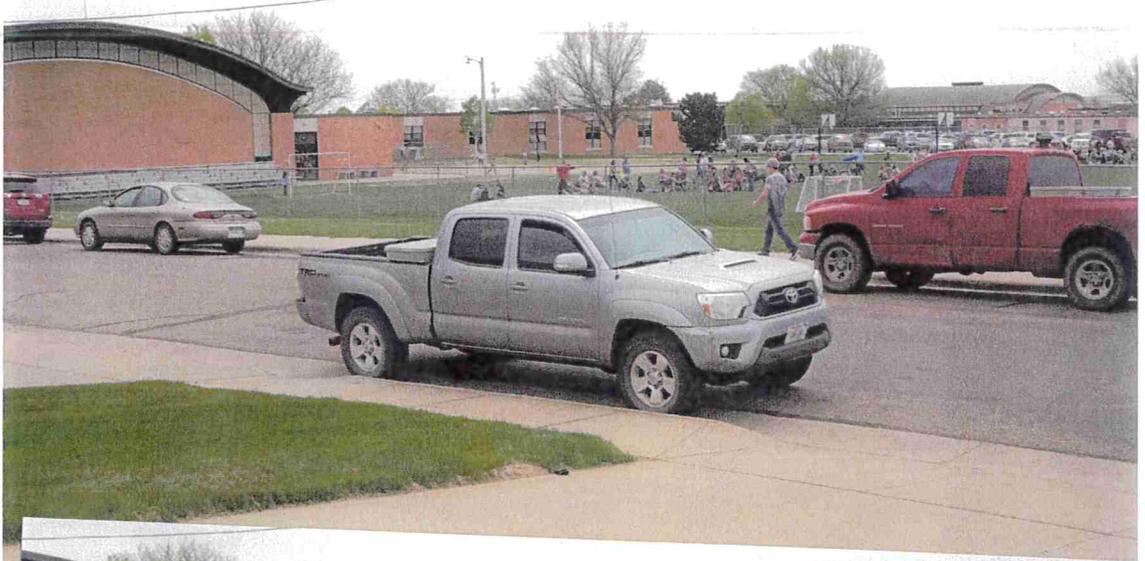
There are many curb areas painted yellow near driveways for homes north of the Junior High and in the neighborhoods east of the Junior and Senior High schools. We are requesting that our small curb section be painted too, thus ensuring us access to our driveways during public and school events.


Mark Hesterwerth


Beverly Talkington


Dallas Talkington





**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: 3.D.

Adopt Resolution No. 2021-18 setting the property tax request for FY 2021/2022.

BACKGROUND:

This is the final step of the budget process as required by Nebraska Revised Statute 77-1601.02 which provides that the property tax request for the prior year shall be the property tax request for the current year unless the Council passes by majority vote a resolution or ordinance setting the tax request at a different amount after a special hearing has been held. Our hearing was held at the same time as the budget hearing on September 7, 2021.

Our levy amount for the General Fund will be \$.359044. The current city valuation will generate \$1,640,450 tax revenue for the coming fiscal year. The City's maximum levy is \$.45.

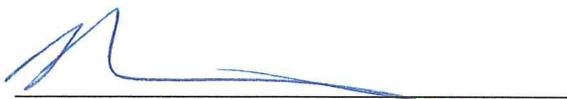
**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2021



Nathan A. Schneider, City Manager

September 16, 2021

RESOLUTION NO. 2021-18

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of McCook passes by majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of McCook, resolves that:

1. The 2021-2022 property tax request be set at \$1,640,450 for the General Fund.
2. The total assessed value of property differs from last year's total assessed value by 5.12 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.332058 per \$100 of assessed value.
4. The City of McCook proposes to adopt a property tax request that will cause its tax rate to be 0.359044 per \$100 of assess value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the city of McCook will increase or decrease last year's budget by 24.36 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2021.

PASSED AND APPROVED THIS 20th day of September, 2021.

-s- Michael D. Gonzales, Mayor

ATTEST:

-s- Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: 3.E.

Ratify the approval of the application for a Special Designated Liquor License submitted by Citta' Deli, Liquor License #C-121305, for an Open House Event to be held at the Charter West Office, 116 Norris Avenue, on October 1, 2021 from 3:00 P.M. to 12:00 A.M.

BACKGROUND:

Citta' Delia 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.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2021



Nathan A. Schneider, City Manager

September 16, 2021

**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

Citta' Deli, LLC

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

110 W 1st Street, McCook NE 69001

Retail Liquor License Address or Non-Profit Business Address

121305

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

10-1-21

Event Start Time(s):

3pm

Event End Time(s):

12am

Alternate Date: n/a

Alternate Location Building & Address:

Event Building Name: Charter West Office

Event Street Address/City: 116 Norris Ave, McCook, NE 69001

Indoor area to be licensed in length & width: 25' x 50'

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

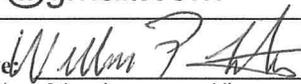
Type of Event: Open House Event Estimate # of attendees: 50

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: Bill Lesko Event Contact Phone Number: 308-340-6530

Event Contact Email: billlesko1@gmail.com

*Signature Authorized Representative:  Printed Name William P Lesko

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 McCook **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Rea Ann Daub, City Clerk

Local Governing Body Authorized Signature

9/16/2021

Date

CITY MANAGER'S REPORT
September 7, 2021 CITY COUNCIL MEETING

ITEM 3.F.

RECOMMENDATION: Adopt Resolution No. ²⁰²¹⁻¹⁹, updating the City of McCook Transit Handbook..

BACKGROUND: City of McCook Public Transit Handbook has not been updated since 2014.

FISCAL IMPACT: None

RECOMMENDATION: Adopt Resolution No.- ²⁰²¹⁻¹⁹, updating the City of McCook Transit Handbook.

APPROVALS:

1st Beth Siegfried
Beth Siegfried, Senior Services Director

9-16-21
Date


Nate Schneider, City Manager

9-16-21
Date

RESOLUTION 2021-19

A RESOLUTION APPROVING THE PASSENGER HANDBOOK
FOR THE CITY OF MCCOOK TRANSIT

WHEREAS, the City of McCook Transit provides public transportation services to anyone within the city limits of McCook; and

WHEREAS, the City of McCook previously adopted the City of McCook Transit Passenger Handbook, which has been amended from time to time; and

WHEREAS, the Senior Services Director has presented to the City Council an updated Passenger Handbook for the City of McCook Transit, which has been developed with assistance, input, and comments from State and Local Transit professionals, staff, and other interested persons; and

WHEREAS, the City Council has reviewed the proposed Handbook and finds it is in the best interest of the City to adopt a new Passenger Handbook for the City of McCook Transit; and

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

SECTION 1. The City of McCook Transit Passenger Handbook dated September 20, 2021, a copy of which is attached hereto, is hereby approved and adopted by the McCook City Council.

PASSED AND ADOPTED this 20th day of September, 2021.

Mayor

ATTEST:

Lea Ann Doak, City Clerk

CITY OF MCCOOK TRANSIT

Passenger Handbook

City of McCook Transit Mission Statement

To provide professional, reliable transportation within the city limits of McCook

City of McCook Transit

GOALS OF PASSENGER HANDBOOK

City of McCook Transit is a transportation provider within the city limits of McCook. This service has a set of policies and procedures that passengers are required to follow. It is to the benefit of all passengers that the policies and procedures outlined in this handbook are followed.

All policies will be enforced in a consistent and fair manner. If passengers perceive they have been treated unfairly, they have the option of filing an appeals complaint with City of McCook Transit.

NOTICE OF NONDISCRIMINATION AND COMPLAINT PROCEDURE

The City of McCook Transit complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws. City of McCook Transit serves a diverse population of individuals with varying ages, physical challenges, economic status, and ethnic backgrounds. City of McCook Transit shall ensure that no person shall be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by the City of McCook Transit solely based on his/her race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Title VI complaints of alleged discrimination and inquiries regarding the nondiscrimination policies of City of McCook may be directed to Beth Siegfried. Complaint forms are available at the City of McCook Transit Office located at 1312 West 5th St McCook NE.

DESCRIPTION OF SERVICE

The City of McCook Transit provides public transportation services to anyone within the city limits of McCook.

SERVICE AREA

The City of McCook Transit provides public transportation services only within the city limits of McCook Nebraska:

DAYS AND HOURS OF SERVICE

City of McCook Transit provides transportation Monday through Friday 8:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:30 p.m. Limited after hours are available upon request.

Public transportation services are not provided on the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day after 12:00 p.m. and Christmas Day.

FEE SCALE

The fee is \$2.00 per boarding, with the exception of children 6 years of age and younger ride free when accompanied by a paying adult.

Additional stops and pickups will require an additional \$2.00 fee per pickup payable upon boarding and must be scheduled through the dispatcher. The transit driver cannot schedule these additional stops so please do not ask him or her to do so.

EXCEPTIONS

City of McCook Transit will provide services to eligible riders in accordance with an agreement between the City of McCook and the Department of Health & Human Services. Preauthorization is required prior to pick-up. Otherwise, payment based on the current rate will be required directly from the rider.

SERVICE TYPES

We provide Demand Response, Curb to Curb service. We do not provide emergency medical transportation. Please call 911 if you have an emergency.

City of McCook Transit System is a demand response dial-a-ride service which operates within the city limits of McCook five days a week. Priorities will be placed on doctor appointments and medical necessities for passengers. Passengers need to phone the dispatcher who then schedules and communicates with the driver by means of cell phone. Rides are on a first-come first-serve basis.

SCHEDULING RIDES

Contact City of McCook Transit to schedule your ride. The scheduler may require the following information:

1. Passenger Name
2. Address
3. Phone Number
4. Destination Name & Address
5. Expected Arrival Time

Date:

Date(s) Revised:

Governing Body Approval Date:

6. Advance reservations can be made as far as one month in advance.
7. Rides are scheduled on a first–come first–serve basis. Riders may be refused a ride if the schedule is already full.
8. If City of McCook transit has taken you to your destination, priority will be given to return you home. If City of McCook Transit did not take you to your destination, return home rides will only be scheduled if time allows. If you have not called ahead to schedule a return ride there is no obligation for the City of McCook Transit to return you home. Short notice rides will be accepted if there is space available on the schedule.

CURB-TO-CURB SERVICE

City of McCook provides “curb-to-curb” service only. The following policies further define this service:

1. Private Homes:

- Passengers must enter and depart the transit vehicle at the designated pick-up and drop-off points.
- Drivers will not enter private homes for any reason.
- Drivers may assist passengers to and from the vehicle only.
- Drivers are not permitted to lift passengers.
- Drivers are not permitted to maneuver a mobility device up or down stairs.

2. Business/Medical Facilities/Public Buildings:

- Drivers may assist passengers into and from the inside door. Due to extreme temperatures in entryways, drivers may assist passengers through the second entry door when necessary. Drivers will not assist passengers further into the building.
- When picking up passengers from a business or medical facility, drivers may go through the first door. Drivers will not go past this point.
- It is the individual’s personal care attendants’ responsibility to ensure that passengers are waiting inside the door for their ride.
- Drivers will not enter nursing homes, medical facilities, shopping centers or businesses to locate passengers. Passengers must be waiting at the designated pickup point at least 15 minutes before their scheduled pick-up time or the no-show policy will apply.

CANCELLATION POLICY AND NO SHOWS

Passengers are encouraged to cancel scheduled pick-ups in a timely manner. Cancellations can be made by contacting the transit office at City of McCook Transit between 8:30 am and 4:30 pm, Monday thru Friday.

Cancellations should be made 24 hours in advance or as early as possible. Cancellations will be accepted up to one hour prior to scheduled pick-up times without penalty. Any cancellation received later than one hour prior to the scheduled pick-up will be considered a late cancellation and will be noted as such by the dispatcher in the passenger's record. Three or more late cancellations in a 90-day period will be considered excessive and the passenger will receive written notification of such via the U.S. Postal Service. Passengers having additional late cancellations during the next 90-day period will be assessed a \$5.00 late cancellation fee, payable at the next boarding call.

A no show is defined as any instance in which a passenger does not keep their scheduled ride and fails to notify the City of McCook Transit at least 2 hours prior to scheduled pick-up time. Upon arrival at the scheduled pick-up point, the transit driver will wait for the passenger for five minutes. After five minutes, the driver will leave and continue on his/her route and the ride will be marked as a no show.

PASSENGER READINESS

Passengers should be prepared for transit vehicles to arrive 15 minutes before or after your scheduled pick-up time. Schedule rides accordingly to arrive at your destination for appointments.

TRANSPORTING SERVICE ANIMALS & ACCOMODATION OF OTHER ANIMALS

City of McCook Transit allows service animals to accompany owners as per the Americans with Disabilities Act (ADA) of 1990. ADA's revised regulations define a "service animal" as a dog that is individually trained to do work or perform tasks for an individual with a disability. Where reasonable, miniature horses are also allowed as service animals.

The task(s) performed by the service animal must be directly related to the person's disability. Under the ADA, "comfort," "therapy" or "emotional support animals" do not meet the definition of a service animal.

For more information about the rules and regulations regarding service animals, go to ADA's website <https://www.ada.gov/service-animals-2010.htm>.

Animals other than service animals as described above are allowed to ride the transit vehicle only in a secured pet travel carrier.

PERSONAL ASSITANTS/GUESTS

Personal care attendants are persons who are directly involved in the mobility assistance of the attendee and will be allowed to ride free of charge while accompanying their attendee. Generally, the following conditions would warrant a fare free attendant: immobility, disorientation, noncomprehension, and communication impairment. Any other person riding with a passenger will be considered a guest and will be required to pay full fare.

Personal care attendants are required to specifically assist the passenger. This assistance includes, but is not limited to, the following duties:

- Assisting the passenger from his/her door to the bus and back
- Opening doors

- Pushing wheelchairs to and from the vehicle
- Transfer assistance from mobility device to a seat
- Carrying packages
- Communicating with the driver (if passenger is unable)

PASSENGER SAFETY AND SECURITY

It is required that all passengers wear an approved safety device while riding on the bus.

Passengers utilizing mobility devices will be required to have their mobility device properly secured.

A passenger who cannot enter the vehicle using the stairs or ramp, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift.

Drivers have the discretion to assign seats and determine wheelchair placement when necessary for the efficiency and/or safety of the passengers.

The driver may recommend that a passenger transfer from his or her mobility device into a vehicle seat. In this instance, the passenger has the final decision as to whether a transfer is appropriate.

State laws apply toward child passengers. Car seats are NOT provided.

GENERAL PASSENGER RULES

The general rules listed below are not intended to be all-inclusive but are considered a guideline for proper passenger behavior.

1. Riders shall wait until the transit vehicle has come to a complete stop before attempting to board or disembark. All riders shall stay seated until the vehicle stops.
2. No roller skates, roller blades, ice skates, etc., are to be worn in the bus.
3. All passengers are to be clothed and wearing some form of protective footwear.
4. While waiting for the transit vehicle at the designated pick-up point, riders shall stay off the traveled roadway at all times. Riders shall not walk along the side, directly in front of or behind the bus for any reason.
5. All passengers will remain seated while the vehicle is in motion and for the duration of their ride.
6. Riders shall be considerate of others at all times. Threats, hitting, tripping, shoving, kicking, spitting, foul language, horseplay, teasing or any other improper or disruptive behavior towards anyone or themselves will not be tolerated.
7. Devices such as radios or I-Pods can only be used with headphones.
8. Passengers or using alcoholic beverages and/or illegal substances will not be permitted in the transit vehicle
9. Riders shall keep hand(s), head or any other body part inside the bus and within their seated area at all times.

10. Riders shall obey the driver willingly and report any problems to the bus driver or dispatcher promptly.
11. Riders shall assist in keeping the transit vehicle clean by using sanitary practices. Any offensive odors to others or any type of unsanitary practices are to be avoided.
12. Eating or drinking beverages in the vehicle is not permitted.
13. Use of tobacco products is strictly prohibited.
14. Lighting matches, lighters, or any other type of flammable material is not permitted on the vehicle.
15. Any items that the driver assumes may be explosive or any type of weapon is not permitted on the vehicle.

CHILD RIDER POLICY

City of McCook Transit has established rules, roles and responsibilities in the transportation of children under the age of 16. Therefore, the following policies will be followed:

1. All children must follow the transit rules, regulations, and policies. Violations of these rules by either the child or parent may lead to service suspension.
2. No child under the age of four (4) is permitted to ride alone on the City of McCook Transit.
3. All children under the age of six (6) must wear an approved safety restraint. Parent or guardians are responsible for providing an approved safety restraint. If the parent or guardian does not have an approved safety restraint device, the City of McCook Transit will make every effort to provide one. This provision will be made on a first come, first served basis.
4. Children under the age of sixteen (14) must be accompanied by an adult. Exceptions to this policy for children over the age of four (4) include:
 - a. Agency to agency transportation, such as from the Y.M.C.A. to a Public School.
 - b. Transportation where the parent or guardian provides supervision for the child at both the pick-up and destination of the child's trip.
5. Children under sixteen (14) will be transported only to the destination scheduled by the parent or guardian. Children are not allowed to change scheduled rides.
6. Due to safety considerations, children under sixteen (14) will be transported within the city limits of their trip origin, unless accompanied by an adult.
7. Parent or guardians must notify City of McCook Transit at the time of trip scheduling the child's age.
8. If no adult is at the destination location to accept the child (under 14 years of age), the child will NOT be left at the drop off location. Drivers will be instructed to deliver the child to the local police station, and parents will be notified.

PACKAGES AND PERSONAL ITEMS

Date:

Date(s) Revised:

Governing Body Approval Date:

Passengers shall limit their carry-on packages to not more than the equivalent of five brown paper grocery sacks or ten plastic bags per person. An attendant may travel to assist with the loading/unloading of packages. Oversized packages will be refused for transport. No one package shall weigh more than 20 pounds.

An oxygen tank must be portable and secured in some fashion so it cannot fall or roll. Securement can be with a seat belt or tank holder on the wheelchair.

Drivers are not responsible for lost, stolen or damaged items.

SEVERE WEATHER POLICY

Passengers are responsible for snow removal so their driveways and sidewalks are accessible to transit vehicles.

If extreme weather conditions make travel unsafe, services will be discontinued until conditions are more favorable. Passengers with scheduled trips will be notified as soon as possible. In the event that transit service is closed due to a weather event, it will be announced on KICX, KIOD, KRVN, radio stations and NTV television.

Winter Riding Tips:

- Be aware of weather conditions which may affect transit services.
- Allow extra time to reach your destination.
- Be prepared for sudden stops while riding the bus.
- Wear appropriate winter clothing.

VIOLATIONS OF POLICY

Any violation of the policies, rules, and procedures outlined in this handbook will result in the following:

First Offense: A warning letter will be issued.

Second Offense: A second letter will be issued which will result in rides being discontinued for one week.

Third Offense: A third and final letter will be sent and rides will be discontinued indefinitely.

City of McCook Transit reserves the right to terminate services immediately.

COMPLAINT/GRIEVANCE PROCEDURES

As a recipient of State and Federal funds administered by the Nebraska Department of Roads, City of McCook Transit hereby attests that it will abide by the eligibility guidelines and service priorities as stipulated by all applicable laws, rules and regulations. The process for submitting a Title VI complaint is outlined in the Nondiscrimination section of this handbook. For all other complaints, contact the following for additional information and a copy of the complaint form:

Date:

Date(s) Revised:

Governing Body Approval Date:

Beth Siegfried
City of McCook Transit Manager
308-340-6098
1312 West 5th St
McCook NE 69001

Upon receipt of the complaint, the City of McCook Transit representative will request written detail of the complaint or take an oral statement from the complainant. The complaint should include all details regarding the situation including date, time, driver, problem, etc. All complaints or statements should be signed or, if by telephone, the actual complainant should be the individual calling. Complaints received by telephone will be investigated and resolved prior to ending the call. A written response will not be required if complainant is satisfied with the resolution. Upon completion of the investigation, a decision regarding the complaint will be rendered and a written response issued to the complainant no later than 10 days after receipt of the complaint. A copy of the complaint and action taken will be forwarded to the Nebraska Department of Roads, Transit Section, and a copy will be kept on file at City of McCook Transit Agency office at 1312 West 5th St. McCook NE 69001.

Date:

Date(s) Revised:

Governing Body Approval Date:

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: **3.G.**

RECOMMENDATION:

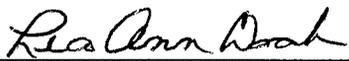
Receive and file the minutes of the September 13, 2021 Planning Commission meeting.

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2021

McCook Planning Commission
September 13, 2021
5:15 PM Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Davidson, Dueland, Lyons, Mockry.

Absent: Commissioners Friehe, McDowell, Stevens; City Attorney Mustion.

City Officials present: City Manager Schneider, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on September 10, 2021, 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 Planning Commission. 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.

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

1. Approve the minutes of the August 9, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the August 9, 2021 regular Planning Commission meeting. This motion, made by Hilker and seconded by Vosburg, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Regarding the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the proposed Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M, in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (5 pages); and Exhibit #5 - proposed Final Plat HCC Subdivision (1 page).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the proposed HCC Subdivision.

With no one else was present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Final Plat for HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Mockry, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.C. Public Hearing - Regarding the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West of the 6th P.M., in the City of McCook, Red Willow County, Nebraska, with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing

published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the removal of the PUD designation.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Dueland, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.D. Recommend to the McCook City Council dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the dissolution of the Planned Unit Development for property located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska. This motion, made by Vosburg and seconded by Bradley, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

2.E. Public Hearing - Regarding a zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM), with the City Manager to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA
YEA: 7, NAY: 0, ABSENT: 3

The City Manager received into evidence Exhibit #1 - City Manager's Report prepared for the September 13, 2021 Planning Commission meeting (3 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); and Exhibit #5 - City Manager Report prepared for the August 20, 2012 City Council meeting for the Planned Development District and zoning change approval (18 pages).

City Manager Schneider reviewed the information presented in Exhibit #1 as it pertained to the requested zoning change.

Project Sponsor, Dave Winder, was present to address questions from the Commission.

With no one else present, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by Hilker, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friche: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

2.F. Recommend to the McCook City Council the zoning change request for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM).

Motion to recommend to the McCook City Council approval of the zoning change for proposed HCC Subdivision, a tract of land located in the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 29 West, of the 6th P.M., in the City of McCook, Red Willow County, Nebraska; said zoning change to amend the current zoning designation from Business Commercial (BC) to Residential Medium Density (RM). This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: YEA, Davidson: YEA, Dueland: YEA, Friche: ABSENT, Lyons: YEA, McDowell: ABSENT, Stevens: ABSENT, Mockry: YEA

YEA: 7, NAY: 0, ABSENT: 3

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:43 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: 3.H.

Receive and file the claims for the month of August 2021, published September 17, 2021.

BACKGROUND:

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

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

September 15, 2021

CITY OF MCCOOK
CLAIMS FOR AUGUST 2021

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

20/20 TECHS-SC 3300.00; 7-D LOCKSHOP-S 15.60; ACE-S 812.22; AKRS-S 2545.58; B. ALLEN-SC 124.24; AMERICAN AG LAB-SC 1032.40; ANYTIME TRI-STATE TOWING-SC 569.00; ARROW CAR WASH-S 102.83; R ATTEBERRY-SC 96.15; BARCO-S 1285.43; BLACK HILLS ENERGY-SC 1605.19; BW TELCOM-SC 144.14; C&K-S 246.75; CARQUEST-S 3000.22; CASH WA-S 15802.21; CDW-G-SC 209.00; CENTER POINT-S 577.75; CENTURY LINK-SC 1209.95; CITY OF MCCOOK-PS 379479.76; CITY SELF INS-BT 145676.00; UTILITIES-SC 19925.82; CLINE WILLIAMS, WRIGHT JOHNSON-SC 127.50; CONSOLIDATED MGMT-SC 12.68; CORNHUSKER CLEANING-S 118.73; J. CROCKER-SC 34.00; CROELL-CO 1162.13; CULLIGAN-S 39.15; D & L PEST CONTROL-S 384.00; D & S HARDWARE-S 251.46; K. DARLING-SC 45.00; DAS-S 22.00, SC 896.00; DEVENY-S 25.95; DIAMOND VOGEL-S 715.94; EAKES-S 2372.76; ELDON STUTSMAN-S 4081.92; FASTENAL-S 271.12; FICA-PS 19245.40; FED EX-CO 304.72; FIGGINS CONST-CO 44897.76; FIRE SOAPS-S 279.68; FRENCHHMAN VALLEY COOP-S 23026.94; FRONTIER COMMUNICATIONS-SC 43.19; FUSION CLOUD-SC 83.09; GARDEN GATE-S 22.99; GARRISONS-SC 80.00; GIS-SC 624.24; GOOGLE SVCS-SC 474.00; GRAHAM TIRE-S 813.00; GREAT PLAINS COMM-SC 2503.23; HAWKINS, INC-S 4644.87; HENNING BROS-SC 59.00; K. HODGSON-SC 120.00; HOMETOWN LEASING-SC 1508.46; IDEAL-S 128.61; INT'L CODE-S 23.45; ISLAND SPRINKLER-S 1991.46; J BAR J LANDFILL-SC 44225.35; K & C GRAIN-S 25967.48; M. KEDALL-SC 57.69; KOHL'S AUTO-S 66.76; KULLY-S 296.43; KURITA TONKAWATER-SC 5457.00; LAMP RYNEARSON-SC 62500.00, CO 850.00; LEAGUE OF NE MUN UTILITIES-SC 2144.00; LIFE-ASSIST-S 847.92; MACQUEEN EQ-CO 4041.51; MARC-S 388.00, SC 136.00; MARIS GEN CON-S 128.00; MC GAZETTE-SC 828.00; MC HUMANE SOCIETY-S 3560.32; MC MECHANICAL-S 284.00; MPPD-SC 1640.04; MC NET-SC 242.80; MCKESSON-S 631.11; MEAD-S 37.39; MEDICARE PS 5292.72; MERCHANT SRVS-SC 1049.67; MICHAEL TODD & CO-S 510.67; MICROMARKETING-S 2594.61; MIDLANDS TOXI-SC 70.00; MILLER AND ASSOC-S 5901.15; MNB-SC 171368.73; MNB INS-SC 50.00; MOUSEL, BROOKS, SCHNEIDER,

MUSTION-SC 7049.25; MUNICIPAL PIPE-S 19689.50; MUTUAL OF OMAHA-SC 757.61; MYERS CON-CO 86049.62; NATP -SC 50.00; NE DEPT OF HHS-SC 28.75; NE DEPT REVENUE-SC 21917.47; NE LIBRARY COMM-SC 1559.10; NE MUN CLERK'S-SC 90.00; NE SAFETY & FIRE-S 252.00; NE ENVIR PRODUCT-S 10007.11; NE TRUCK CENTER-S 1044.11; NEBRASKA LAND TIRE-S 4384.582; NICK'S DIST-S 783.18; NORTH PLATTE MON-S 125.00; NP TELEGRAPH-S 498.99; NPPD-SC 42125.90; ONE CALL CONCEPTS-SC 204.24; S. ORTIZ-SC 134.16; PAULSEN INC-S 30.50; PLATTE VALLEY COMM-S 310.00; PRI MGMT-SC 668.98; QUADIENT-SC 1000.00; QUICK MED-SC 4961.97; QUILL-S 138.04; RED WILLOW CO CRT-SC 34.00; RED WILLOW CO TREAS-SC 25.00; S. REICHERT-SC 57.69; RUGGLES TRAILER-S 1016.00; J. SAHM-SC 38.47; SANDRY FIRE-S 67.65; B. SIEGFRIED-SC 152.04; SOUTHWEST FARM & AUTO-S 968.33; ST OF NE-SC 30.00; STERLING WEST-S 8212.50; SWANSON SIGN CO-SC 105.00; T.O. HAAS-S 41.00; TITAN MACHINERY-S 48.96; TOTAL TURF-S 152.00; M. TOWERY-SC 169.84; TRI CO GLASS-S 1389.75; TWIN CITIES DEV-SC 818.96; TYLER TECH-SC 4520.00; UMR-SC 262064.91; USPS-SC 1371.96; UTILTIY REFUND-543.83; VAN DIEST SUPPLY-S 658.25; VERIZON-SC 2057.78; VOLZ-S 415.95; W DESIGN-S 1772.50, CO 375.00; WAGNER CHEVY-S 576.24; WAGNER FORD-S 5190.37; DJ WALL STREET JOURNAL-S 599.88; WALMART-S 1054.19; WESTSIDE WELDING-S 366.00; ZOLL-S 1301.72.

-s- Lea Ann Doak
City Clerk

Publish: September 17, 2021

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM NO. 4.A. Approve an amended lease with McCook K9 Korner for land located in the southwestern portion of Barnett Park to be used as a dog park.

BACKGROUND:

City of McCook staff and the McCook K9 Korner have discussed amending the lease approved by the City Council on October 7, 2019. The primary item that has been amended in the proposed lease is the insurance requirement obligation. Based on conversations staff has had with Ellerbrock-Norris and the City's current and prospective insurance carriers, staff is comfortable that the City's liability insurance premium will not increase as a result of adding the dog park to the City's policy. Additionally, the increase to the City's property insurance will be nominal (ie. approximately \$1,000). While the original lease contemplated the City of McCook including the dog park on the City's liability and property insurance, the lease required the McCook K9 Korner to cover the additional costs associated with the creation of the park. The proposed amended lease calls for the City of McCook to cover the insurance costs, which based on discussions with our insurance experts, will lead to a nominal increase in our premium. Staff is comfortable that the increase will not adversely impact the City's insurance budget.

A concern City staff expressed during the discussions associated with a dog park was the potential for injury claims. During discussions, McCook staff and the McCook K9 Korner agreed that a provision would be included in the proposed lease that permits the City of McCook to close the dog park if an event occurs that may cause increased exposure and expense to the City of McCook. If there is a minor deficiency, the McCook K9 Korner understands that they will be responsible for making the necessary corrections. If the deficiencies aren't addressed the City of McCook will have the right to close the dog park.

McCook K9 Korner will be responsible for assuring the dog park is free from animal waste. The lease requires McCook K9 Korner to provide volunteers to clean up the animal waste should the dog park users fail to clean up waste.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2021



Lea Ann Doak, City Clerk

September 15, 2021

DOG PARK LEASE

This Agreement is made and entered into by and between the City of McCook, Nebraska (the "City"), and McCook K9 Korner, Inc. (the "Organization").

WHEREAS, the City owns a 1± acre parcel of real estate in the south part of Barnett Park in McCook, Nebraska (the "Proposed Location");

WHEREAS, the City believes that the Proposed Location is currently being underutilized by the public;

WHEREAS, the Organization is a 501(c)(3) non-profit corporation that is working to create and promote an off-leash dog park in McCook, Nebraska;

WHEREAS, the Organization wishes to lease the Proposed Location for use as an off-leash dog park;

THEREFORE, the parties agree as follows:

1. The Organization shall be allowed to lease, under the terms of this Agreement, the Proposed Location.
2. Attached to this Agreement is an aerial photograph of Barnett Park with the Proposed Location outlined in black. Said photograph is marked as Exhibit A and made a part of this Agreement by this reference.
3. The Organization shall be allowed to take possession of the Proposed Location following the McCook City Council approving this Agreement at the regularly scheduled council meeting on September 20, 2021.
4. The term of this Agreement shall be for one (1) year commencing September 20, 2021, and shall automatically renew on the same terms and conditions for an additional one (1) year term beyond the first year unless either party notifies the other ninety (90) days prior to the expiration of any one-year term.
5. The City agrees that the Organization shall be allowed to install a five foot high commercial chain-link perimeter fence at the Organization's expense. Said fence must have two (2) 16' swing gates and two 4' double entry/exit control gates. For insurance purposes, the Organization shall donate/convey the fence to the City so that the City may cover it under its property insurance.
6. The Organization agrees that the dog park will be divided into 2 separate dog runs; one for small dogs and one for large dogs.
7. The Organization agrees that all improvements to the Proposed Location, including, but not limited to, benches, trash receptacles and signage shall be installed at the Organization's expense. For insurance purposes, the Organization shall donate/convey all installed improvements to the City so that the City may cover them under its property insurance.
8. The parties agree that there are currently two water hydrants at the Proposed Location. The City agrees to provide water to the two hydrants free of charge. However, any expense for additions and/or improvements needed on the two water hydrants to make them suitable for use as part of the dog park, will be the responsibility of the Organization.

9. The Organization agrees to keep the Proposed Location free from animal feces and waste. The Organization agrees to post signs at the Proposed Location requiring users of the dog park to pick up their dog(s) waste. Further, the Organization will ensure that there are a satisfactory number of dog waste receptacles at the Proposed Location at all times. The Organization agrees to properly dispose of the waste in the receptacles on an as needed basis but not less than once a week. At least once a week, the Organization will inspect the entirety of the Proposed Location to ensure that all waste has been properly picked up and disposed of.
10. The City agrees to maintain the grass and trees at the Proposed Location at City's expense. The Organization agrees to close the dog park when requested to allow the City to access the Proposed Location to keep it maintained.
11. The City agrees to keep the Proposed Location on its property and liability insurance and will notify its insurance carriers of the changed use of the Proposed Location as a dog park.
12. The Organization agrees to post proper rules and regulations governing use of the dog park at the entrance to the dog park. The Organization shall have the rules and any changes thereto approved by the City prior to opening the dog park to the public. The rules shall include, but not be limited to, the following:
 - 12.1. Dogs must be current on all vaccinations.
 - 12.2. Dogs should wear owner identification and vaccination tags at all times.
 - 12.3. Dogs must be leashed when entering and exiting the dog park.
 - 12.4. For the safety of the dog(s) and other park visitors, choke, prong (pinch) and spike collars are strictly prohibited. If patrons use these types of collars, they must be removed prior to entering the dog park.
 - 12.5. No children under the age of 16 are permitted unless accompanied by an adult.
 - 12.6. Aggressive dogs are not permitted on the premises. Dogs must be removed at the first sign of aggression.
 - 12.7. Female dogs in heat are prohibited from entering the dog park.
 - 12.8. Dog owners must be in the dog park and within view of their dogs at all times.
 - 12.9. All off-leash dogs must be under voice control of their owners. If owners cannot control their dog by voice command, said owners must keep their dogs on leashes at all times.
 - 12.10. Dog owners must keep their leash in their hands at all times.
 - 12.11. No dog food or treats are allowed in the dog park.
 - 12.12. Owners must immediately clean up dog feces from their dog(s). The dog(s) feces must be picked up and sealed in plastic bags and discarded in designated receptacles.
 - 12.13. Dogs are not allowed to dig holes in the dog park. Any holes that are dug, must be immediately filled in and grass replaced.
13. The Organization shall abide by all local, state and federal law.
14. The Organization shall use the Proposed Location as an off-leash dog park only. The use of the Proposed Location as anything other than an off-leash dog park shall be considered a breach of this Agreement. Use of the Proposed Location for off-leash dog training would not violate this provision.
15. The Organization shall pay to the City, as rent, \$1.00 annually. The rental payment shall be yearly and paid to the City. The first payment shall be due on the 20th day of September, 2021, or upon the signing of this Agreement, and every year thereafter on January 1st during the term of this Agreement.

16. If the Organization should breach any of the terms of this Agreement, the City and/or any of its agents, upon thirty (30) days written notice, shall have the right to enter upon the Proposed Location and tear down any improvements thereon and return the Proposed Location to its original condition.
17. If a breach occurs as contemplated in Paragraph 16 hereinabove, the City may, at the City's sole discretion, give the Organization the right to remedy the breach prior to the City tearing down any improvements and returning the Proposed Location to its original condition. The City's decision to waive a breach shall not constitute a perpetual waiver for future breaches.
18. The City reserves the right to terminate this Agreement if the City determines, in its sole discretion, that continuing to allow the Organization to operate a dog park at the Proposed Location would be financially detrimental to the City. By way of example – If the City had a claim arising from the dog park materially increase the cost of the City's liability insurance, the City could terminate this Agreement.
19. This writing, including any addendum attached hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Dog Park Lease shall be binding upon either party unless in writing and signed by both the City and the Organization.

CITY OF MCCOOK

By: _____
Michael Gonzales, Mayor

Dated: _____, 2021

Attest:

By: _____
Lea Ann Doak, City Clerk

MCCOOK K9 KORNER, INC.

By: _____
Kellie Soden, President

Dated: _____, 2021

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 MCCOOK CITY COUNCIL MEETING**

4.B.
ITEM NO. ___ Discussion regarding the location and size of the exterior sign(s) at the McCook City Library for the Birdella Nelson Technology Center.

BACKGROUND:

In August of 2020, the McCook City Council approved receiving a \$500,000 gift from Senator Ben Nelson for the creation of the Birdella Nelson Technology Center at the McCook City Library. The McCook City Council also approved naming the technology center the Birdella Nelson Technology Center. During the Summer of 2020, a committee was created to assist with other items related to the Birdella Nelson Technology Center. The committee is currently reviewing locations at the library for exterior signs that will promote the Birdella Nelson Technology Center. Staff and the committee are asking for the McCook City Council to discuss its preference with respect to sign design and location. An action item regarding the signage will be brought back to the McCook City Council at the October 4 Council Meeting.

APPROVALS:



Nathan A. Schneider, City Manager

September 15, 2021



Lea Ann Doak, City Clerk

September 15, 2021

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 MCCOOK CITY COUNCIL MEETING**

ITEM 4.C.

Receive and file a presentation from City Attorney, Nathaniel Mustion, regarding an update on the creation of a regional land bank.

BACKGROUND:

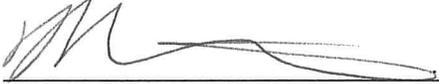
City Attorney Nate Mustion will present an update regarding the creation of a regional land bank. The crux of the discussion will center on the initial documents and expectations of the prospective land bank members.

APPROVALS:



Lea Ann Doak, City Clerk

September 16, 2021



Nate Schneider, City Manager

September 16, 2021

**CITY MANAGER'S REPORT
SEPTEMBER 20, 2021 CITY COUNCIL MEETING**

ITEM: 4.D.

RECOMMENDATION:

INTRODUCE ON SECOND READING ORDINANCE NO. 2021-3022 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES AND APPROVE UNDER THE SUSPENSION OF THE RULES.

BACKGROUND:

This Ordinance provides for the increase to the solid waste collection fees as included in the proposed FY 2021-2022 budget.

The fee for Residential Trash Collection will increase from \$23.75 to \$24.50 per month which includes a \$2.00/month recycling fee to help support the recycling program. The last increase was in October 2019 where the fee increased from \$23.25/month to \$23.75/month.

The fee for Household/Commercial Waste will increase from \$65.00/ton to \$67.00/ton. The last increase was in October 2019 where the fee increased from \$64.00 to \$65.00.

Staff would recommend, if possible, to suspend the rule in order to make the changes effective on September 30, 2021.

FISCAL

IMPACT: None.

RECOMMENDATION:

INTRODUCE ON SECOND READING ORDINANCE NO. 2021-3022 PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES OF THE CITY MCCOOK CODE OF ORDINANCES AND APPROVE UNDER THE SUSPENSION OF THE RULES.

APPROVALS:



Kyle Potthoff, Public Works Director

SEPTEMBER 15, 2021



Nate Schneider, City Manager

SEPTEMBER 15, 2021

ORDINANCE NO. 2021-3022

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF APPENDIX F, SOLID WASTE COLLECTION FEES, OF THE CITY OF MCCOOK, NEBRASKA CODE OF ORDINANCES; PROVIDING FOR A RATE TO BE CHARGED FOR SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING FOR THE REPEAL OF ORDINANCE NO. 2019-2988 AND ANY AND ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Appendix F, Solid Waste Collection Fees, of the City of McCook, Nebraska Code of Ordinances, shall be and is hereby amended to read as follows:

**APPENDIX F: SOLID WASTE COLLECTION FEES
SOLID WASTE COLLECTION FEES**

(A) In order to pay for the cost of operation and maintenance of the Transfer Station and to provide funds necessary for equipment and future land acquisition, the following fees are hereby established in compliance with Section 55.02:

(1) All residents of the corporate limits of the City of McCook shall not be charged a fee at the Transfer Station for any refuse or debris that is generated on their own residential property and personally delivered to the Transfer Station. Except as provided in Section E of this Appendix, residents and nonresidents delivering construction, demolition, or remodeling and all persons hauling for hire, commercial, contract for commercial tree trimmers, lawn caretakers, or nonresidents of the City of McCook shall be assessed according to the Solid Waste Collection schedule of fees.

(2) The City will operate in accordance with Nebraska Department of Environmental Quality's *Title 132 Integrated Solid Waste Management* regulations.

(B) (1) *Solid Waste Collection schedule of fees.* See Chapter 38, Fee Schedule.

Household/Commercial Waste No Yard Waste	\$.033500 per pound (\$67.00 per ton) minimum charge - \$5.00
Yard Waste Only	\$.012675 per pound (\$25.35 per ton) minimum charge - \$5.00
Non Solid Waste Scale Fee	\$5.00

(2) *Solid Waste Collection payment due.* Payment of the above fee(s) is due and payable upon entrance into the Transfer Station.

(C) *Fee for U-Load-It Clean-up program.* A fee of fifty dollars (\$50.00) for the use of a city truck is hereby provided for use of the City's U-Load-It Clean-Up Program. Scale fees will be charged according to the above schedule as outlined in Sections A and B of the Appendix.

(D) *Solid Waste Collection/Disposal fee.*

(1) All residential units within the corporate City Limits shall be charged a monthly solid waste collection/disposal fee of \$22.50 and a monthly recycling fee of \$2.00.

(2) All residential units within the corporate City Limits may request an additional container to be used for yard waste only, and shall be charged a monthly disposal fee of \$5.00 per month, effective April 1, 2002, during those months that yard waste is banned from Landfills.

(3) Tracts of land or buildings containing three (3) or more residential units may choose alternative solid waste collection/disposal methods upon the approval of the City Manager.

(4) All solid waste collection/disposal fees prescribed by this Appendix shall be a lien upon the premises and real estate for which the service is supplied and if not paid when due such charge shall be certified to the City Treasurer and may be recovered by the City in an action at law and it may be certified to the County Clerk and assessed against said real estate and premises served and be collected and returned in the same manner as other City taxes are certified, assessed, collected and returned.

(5) Bills for solid waste collection/disposal fees charged pursuant to this Appendix shall be rendered at the same time that bills are rendered for water service, and all collection/disposal fees levied by this Appendix which are not paid at or before water service charges are required to be paid, shall be deemed delinquent and the water service of such user may be discontinued.

(E) *Waiver of fees for affordable housing projects.* Disposal fees shall be waived for the deposit at the Transfer Station of solid waste that was generated by the remodeling or clean up of a residential dwelling located within the corporate limits of the City of McCook using funds provided by the Nebraska Department of Economic Development pursuant to the Nebraska Affordable Housing Trust Fund Act.

(F) *Partial waiver of fees for demolition of certain residential dwelling units.* Thirty percent of the total disposal fees shall be waived for the deposit at the Transfer Station of solid waste generated by the demolition of a residential dwelling unit located within the corporate limits of the City of McCook along with an accessory detached garage if the requirements set forth in this subsection are satisfied. In order to qualify for such partial waiver of disposal fees, the owner of the dwelling unit must apply in writing to the Building Inspector of the City for a partial waiver of fees at least 14 days prior to commencement of the demolition work and must establish to the satisfaction of the Building Inspector that:

(1) The owner received written confirmation from the Building Inspector that the demolition qualifies for a partial waiver of disposal fees prior to commencing with the demolition work;

(2) all asbestos and other hazardous materials were abated and removed from the structures prior to commencing demolition work in accordance with all federal, state, and local laws;

(3) the dwelling unit has been abandoned for a continuous period of at least twelve (12) months prior to submission of the application for partial waiver of fees as shown by water, gas or electric utility records;

(4) the dwelling unit is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy such that it is unreasonable to repair the structure;

(5) there is no reimbursement for disposal fees available from any other source such as homeowner's insurance; and

(6) the owner obtained a permit authorizing such demolition from the City of McCook prior to commencement of the demolition work.

SECTION 2. Any and all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force September 30, 2021 and from and after is passage, approval and publication in pamphlet form according to law.

PASSED AND APPROVED THIS _____ day of September, 2021.

-s- Michael D. Gonzales
Mayor

ATTEST:

-s- Lea Ann Doak
City Clerk

CITY MANAGERS REPORT

September 20, 2021, CITY COUNCIL MEETING

ITEM: 4.E.

RECOMMENDATION:

APPROVE MOTOROLA RADIO CONTRACT FOR REPLACEMENT OF TWO POSITION RADIO CONSOLE IN THE MCCOOK POLICE DEPARTMENT COMMUNICATIONS CENTER.

BACKGROUND:

The McCook Police Department two position radio console in the Communications Center has provided the City of McCook with good service but is now at end of life and in need of replacement. Motorola Solutions has submitted a proposal to replace the current console radio for the City of McCook.

Attached you will find the contract and details pertaining to this project

FISCAL IMPACT:

2021-2022 Budget:

APPROVALS:



JOEL SMITH CHIEF OF POLICE



DATE



NATHAN A. SCHNEIDER CITY MANAGER



DATE

SECTION 7

PRICING

7.1 EQUIPMENT AND SERVICES SUMMARY

Equipment and Services Summary	Price
Equipment at List Price	\$228,021
Systems Integration	\$130,381
Total Equipment and Systems Integration	\$358,402
Nebraska State Discount	(\$50,575)
Additional System Discount with Contract Signature by September 17, 2021	(\$17,920)
System Total after Discounts	\$289,907
Post Warranty Services (Essential Plus/SUAII) Years 2-7	\$132,224
GRAND TOTAL after ALL DISCOUNTS with Post Warranty Services (Years 2-7)	\$422,131

7.2 *POST WARRANTY SERVICES – ESSENTIAL PLUS/SUAII

	Essential Plus	System Upgrade Agreement (SUA II)	Total
Year 2	\$11,144	\$9,994	\$21,138
Year 3	\$11,478	\$10,005	\$21,483
Year 4	\$11,823	\$10,017	\$21,840
Year 5	\$12,177	\$10,029	\$22,206
Year 6	\$12,543	\$10,042	\$22,584
Year 7	\$12,919	\$10,055	\$22,974
TOTAL	\$72,084	\$60,140	\$132,224

affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:
Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use

including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

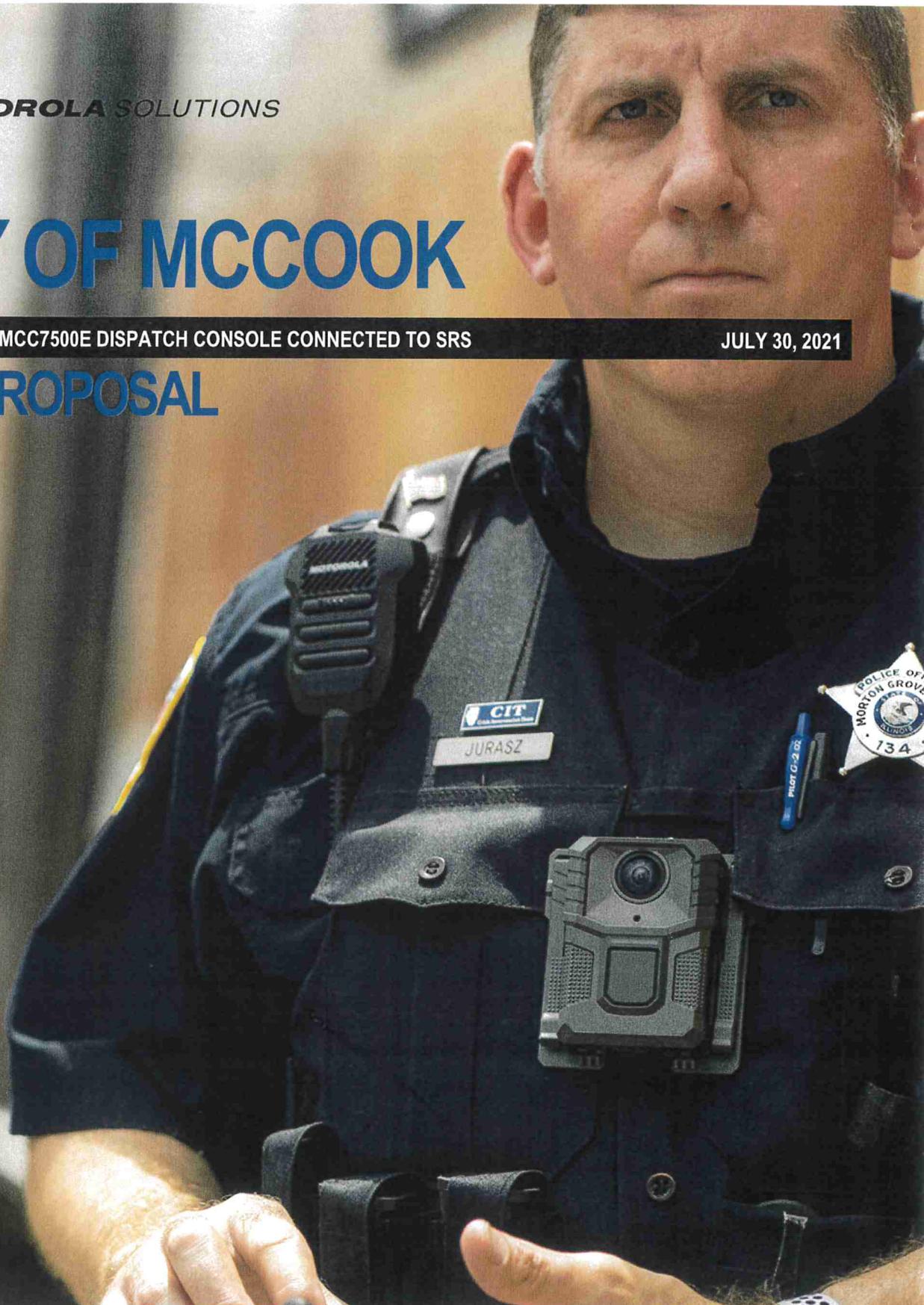


CITY OF MCCOOK

TWO POSITION MCC7500E DISPATCH CONSOLE CONNECTED TO SRS

JULY 30, 2021

FIRM PROPOSAL



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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

July 30, 2021

Police Chief Joel Smith
City of McCook
505 W C Street
McCook, NE 69001

RE: Two Position MCC7500E Dispatch Console Connected to SRS

Dear Chief Smith,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of McCook quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola Solutions, Inc. (Motorola Solutions) proposes a two position MCC 7500E dispatch console to provide City of McCook with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and Lifecycle Management Addendum and remains valid for 90 days from the date on this cover letter. The Additional System Discount is only valid with Contract Signature by September 17, 2021. City of McCook may accept this proposal by returning a signed copy of the aforementioned agreement.

Any questions City of McCook has regarding this proposal can be directed to Brian Flynn, Area Sales Manager at 515-326-2981, (brian.flynn@motorolasolutions.com).

Our goal is to provide City of McCook with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Brian Flynn
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

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SECTION 1

SYSTEM DESCRIPTION

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide City of McCook with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Currently the City of McCook is dispatching from a Motorola Gold Elite console that was installed in 2005. The Gold Elite console system is end of life and end of support.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides City of McCook with sophisticated network management and easy migration to future capabilities.

Connecting the consoles into SRS enables interoperable communications with neighboring state and local agencies on SRS. City of McCook dispatcher will be able to continue dispatching conventional resources for the surrounding counties along with the ability to connect to any regional resource on the SRS. Dispatch will have the ability to patch SRS talkgroups directly to conventional repeaters without having to use a console or control station improving the connection setup speed and audio quality for the radio users. Dispatchers will also have the ability to leverage the SRS state wide mobile coverage for any SRS connected radio regardless of where they are in the state of Nebraska.

Connecting up to the SRS will require a minimum of one (1) mission critical network link. It is highly recommended to have two network links in a public safety system. City of McCook will be responsible for any fees associated with the network connection. The network links can be accomplished by upgrading the County Automation Circuit as the primary link. Options and pricing can be explored with OCIO.

Solution Highlights

- (2) MCC 7500E dispatch positions
- Master Site Licenses (Qty 5 Console Licenses)
- Console implementation services
- (1) SDM 3000 Aux I/O
- (3) CCGW Analog Gateways to support up to 32 conventional resources
- (2) SRX 345 Site Gateways
- (1) GCP 8000 Site Controller
- (2) HP 2930-24
- KVL 5000 for loading of AES Encryption keys on consoles and subscribers
- Grounding Halo for the Back Equipment Room.
- Console Site spares
- First year 24x7 maintenance support.



1.1 DISPATCH CONSOLE CONFIGURATION FOR CITY OF MCCOOK

The proposed console will interface seamlessly with City of McCook's ASTRO® 25 system.

The proposed solution offers City of McCook Two dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.



Figure 1-1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

1.2 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

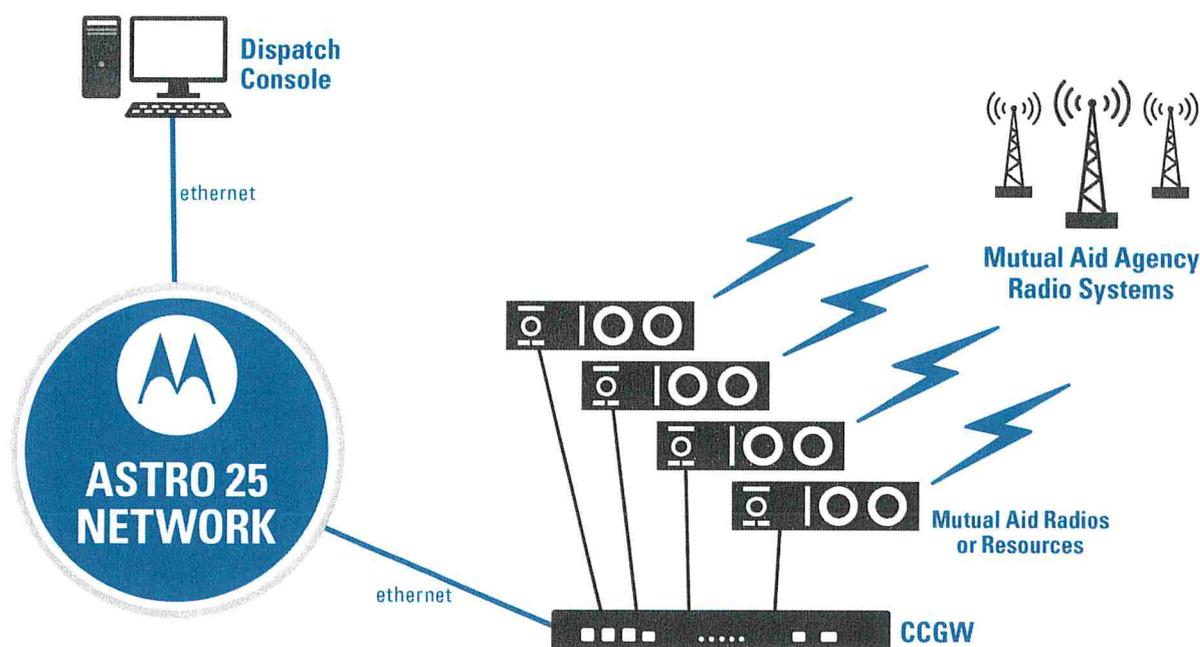


Figure 1-2: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.2.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into City of McCook's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to City of McCook.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.2.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to City of McCook's needs.

Dual Site Link

The proposed console site for City of McCook is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and City of McCook's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

Encrypted Site Link

The gateway encryption feature uses an AES 256 bit encryption algorithm for all voice and data packets between the console site and the core site. All packets traveling through these WAN links, which are provided by a public network service provider to City of McCook, are encrypted.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

Agency Partitioning

With Agency Partitioning, City of McCook's agencies gain the interoperability benefits of being on the same system, leverage cost savings for the maintenance of a shared system, and still maintain control of their own console configurations, channels, and encryption keys, when applicable.

Agency Partitioning enables City of McCook's system administrators to control who has access to functionality for the console network as a whole, including access for conventional RF channels, trunking talkgroups, Auxiliary I/Os, preprogrammed pages, encryption keys, and configuration data. Agency Partitioning helps keep an agency's resources available for its users, while preventing unauthorized people from accessing or modifying the network configuration.

1.2.3 Conventional Base Station Interfaces

The proposed consoles access and control City of McCook's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm.

1.3 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.



1.3.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in "quiet mode" when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

1.3.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.3.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define



groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.3.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between



City of McCook's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.3.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).



1.3.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.



1.4 PROTECTING CONSOLES AND COMMUNICATIONS

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that City of McCook's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.4.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.4.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

1.4.3 Over-the-Ethernet Keying (OTEK)

Key management through OTEK provides the ability to manage the keys for a dispatch position or Archiving Interface Server (AIS) using only a Key Management Facility (KMF). In OTEK, the management and distribution aspects of key management are all performed by the KMF. Distribution of the key management information is done across the radio system's IP network from the KMF to each dispatch console and AIS.

1.4.4 Key Management Software

Encryption Key file management can be updated via manual entry with the Motorola Solutions Key File Creation Tool provided with the Application CD. Updates to Key files are transferred over user-preferred media and placed into a reserved directory on the hard drive. Over-the-Ethernet-Keying (OTEK) is not supported with Key Management Software.

1.5 INCORPORATING CONSOLE CONFIGURATION AND MANAGEMENT

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides City of McCook with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are



entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.6 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.6.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

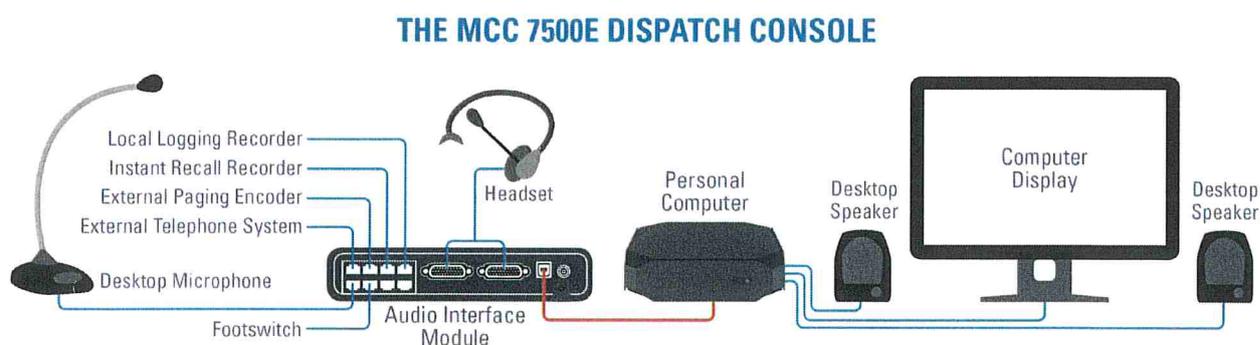


Figure 1-3: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

City of McCook will provide a display for each dispatch console.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Redundant Ethernet Connection

The redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.



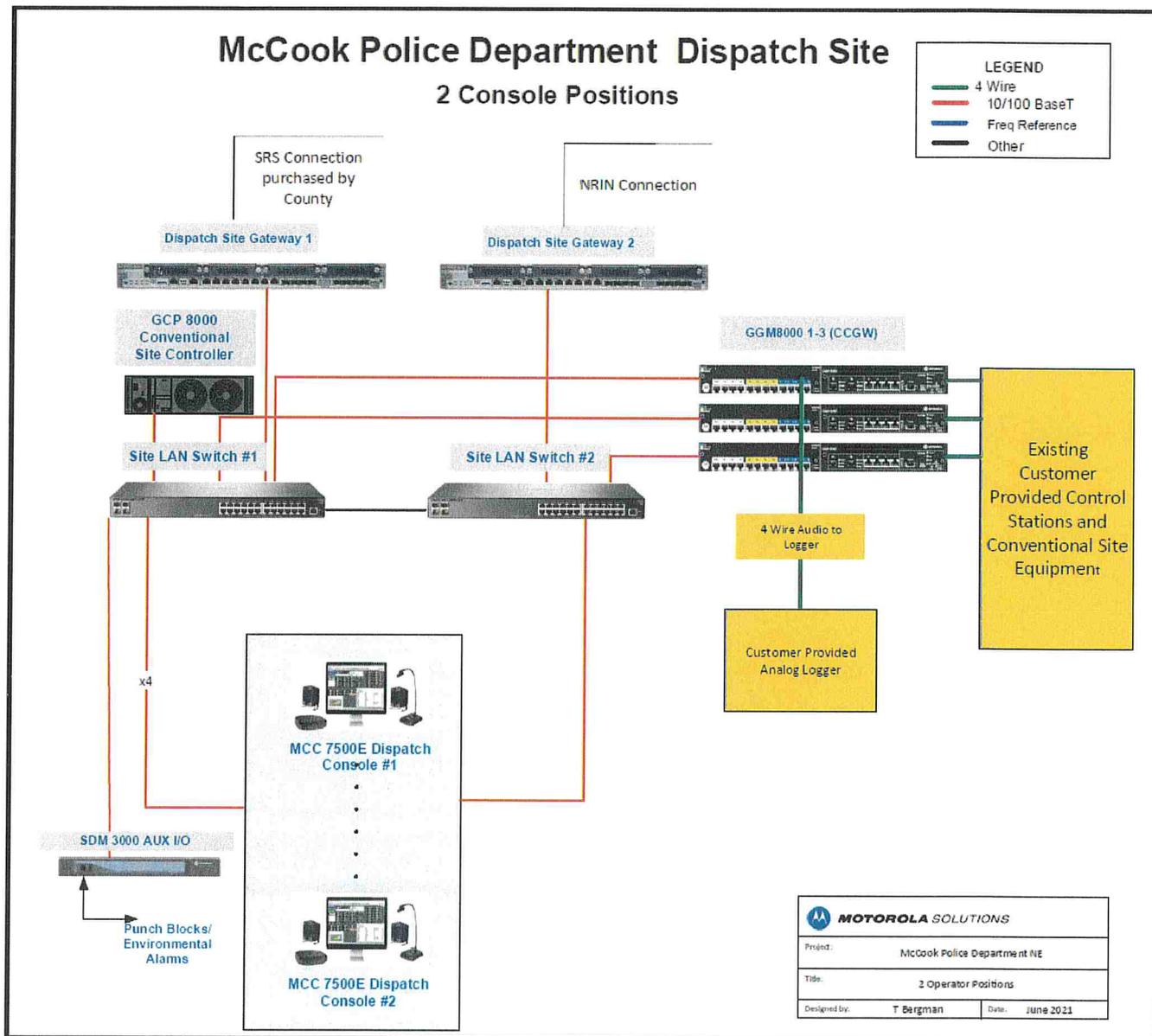
1.6.2 MCC 7500E Dispatch Console Telephony

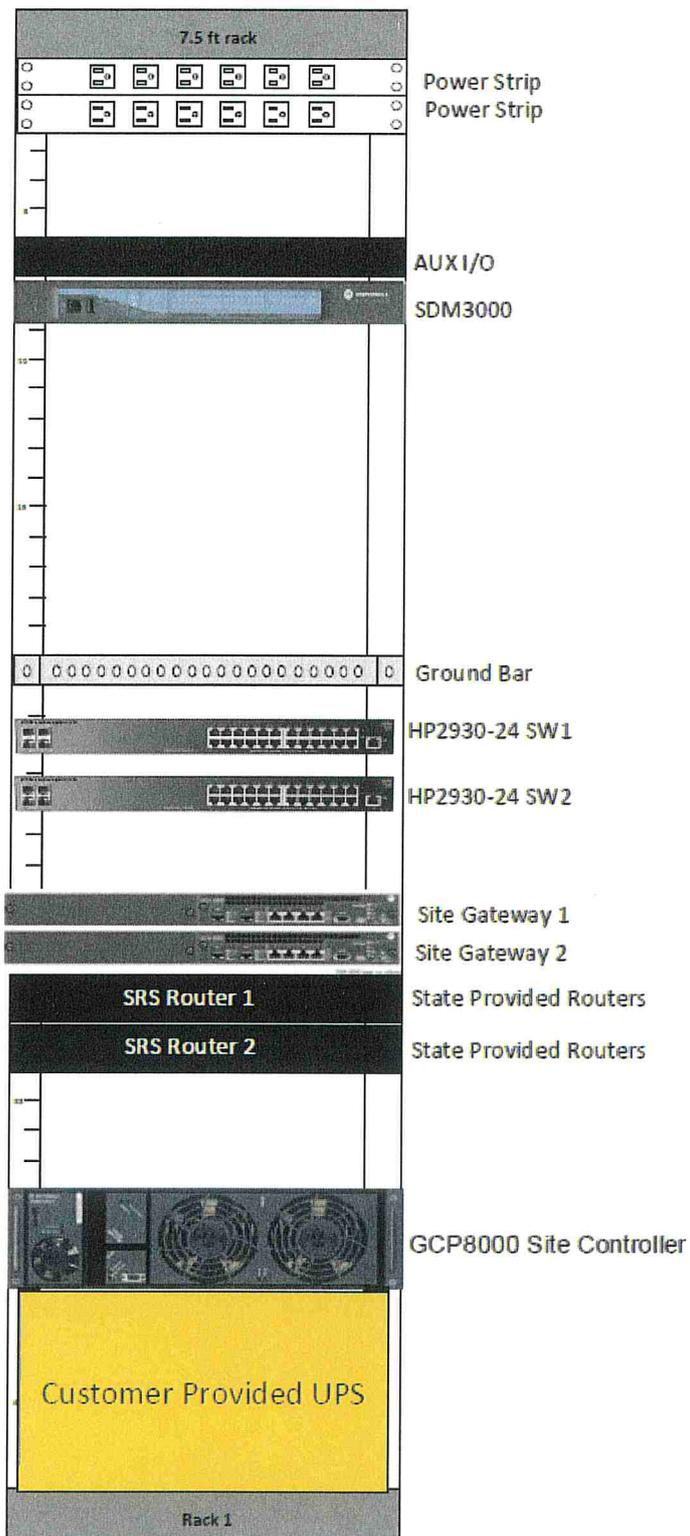
The MCC 7500E Dispatch Console Telephony is a scalable solution designed for centers with a few lines for call center-style operations. Console telephony is highly customizable, with a robust feature set including features such as global and local phone books, speed dials, call transfer and patching of phone lines to radio resources. Its seamless integration into the MCC 7500E dispatch position makes managing radio and telephony easy and simple.



SECTION 2

SYSTEM DIAGRAM





SECTION 3

EQUIPMENT LIST

3.1 MASTER SITE LICENSES

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03517AB	ADD: CORE EXPANSION
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)

3.2 2 MCC CONSOLE POSITIONS

QTY	NOMENCLATURE	DESCRIPTION
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	UA00653AA	ADD: BASIC CONSOLE OPERATION
2	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
2	UA00660AA	ADD: OTEK OPERATION
2	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2	UA00658AA	ADD: SECURE OPERATION
2	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
2	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
4	B1952	SPEAKER, DESKTOP, USB
4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
4	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
2	B1941	USB AUDIO INTERFACE MODULE
2	B1951	MICROPHONE, DESKTOP, USB
2	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
4	B1913	MCC SERIES HEADSET JACK
2	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
2	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
2	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
1	DSF2B56AA	USB EXTERNAL DVD DRIVE



2	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	T8721	WINDOWS SUPP FULL CONFIG, A2019.2
1	T8639	JUNIPER FIREWALL APPLIANCE
2	BLN6200	AC POWER STRIP, 6 OUTLET

3.3 NETWORK EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03446AA	ADD: ENCRYPTION
2	CA03451AA	ADD: FIPS 140-2 LEVEL 2 ENCRYPTION CERTIFICATION FOR SRX345
2	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	BLN6200	AC POWER STRIP, 6 OUTLET

3.4 SPARES

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03446AA	ADD: ENCRYPTION



2	CA03451AA	ADD: FIPS 140-2 LEVEL 2 ENCRYPTION CERTIFICATION FOR SRX345
2	CA03448AA	ADD: STATEFUL FIREWALL
1	DLN6988	FRU ASTRO AES,DES-OFB,ADP WAVE 5000 CRYPTR
1	B1941	USB AUDIO INTERFACE MODULE
1	B1952	SPEAKER, DESKTOP, USB
1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1951	MICROPHONE, DESKTOP, USB
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK
1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE

3.5 KVL 5000

QTY	NOMENCLATURE	DESCRIPTION
1	T8476B	KVL 5000
1	CA03358AA	ADD: ASTRO 25 MODE
1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V
1	TKN8531C	CABLE FOR RNC, DIU MGEG
1	TKN1039	CABLE, SOFT OPPTS
1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
1	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
1	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	PMPN4119A	CHARGER,CHGR VEHICULAR ADAPTER EXT USB CHGR 5VDC



SECTION 4

IMPLEMENTATION PLAN

Motorola Solutions' approach to successfully implementing City of McCook's project will control risk, schedule, and costs from contract signing through post-implementation.

For City of McCook's system implementation, Motorola Solutions will bring together a local team of engineers, system technologists, subject matter experts, and qualified subcontractor personnel, all under the direction of an experienced Project Manager who will have overall responsibility for the project. The combined strengths of the Motorola Solutions' project team will enable us to successfully balance City of McCook's project schedule and technical/budgetary requirements. Motorola Solutions' project team for City of McCook's implementation will include, but may not be limited to, the key personnel listed in Table 4-1 below.

Table 4-1: Motorola Solutions Project Team

Project Team Member	Core Competencies
Project Manager	Manages the entirety of the project from start to completion, as defined in the contract. The Project Manager will be the single point-of-contact for all items related to the contract and will serve as the official communication between City of McCook's Project Manager and Motorola Solutions.
Systems Engineer	Ensures the technical integrity and functionality of the system design. The Systems Engineer will serve as the technical point-of-contact for City of McCook.
System Technologist	Tests and optimizes the system to ensure it performs as designed. The System Technologist leads a team of technologists responsible for planning, installing, configuring, testing, and cutover efforts, while also providing diagnostic and troubleshooting expertise for the operational system.
Account Manager	Addresses the needs that arise from daily operations, as well as issues resulting from system implementation.
Customer Support Manager	Coordinates support resources, such as issue resolution and escalation, to ensure optimal quality-of-service (maintenance) delivery.



The project team will work with City of McCook's personnel to establish a project schedule that tracks tasks, milestones, start-end dates, predecessors and critical path, and owners based on a Work Breakdown Structure (WBS). The project schedule will guide the implementation through each phase, as shown in Figure 4-1 below.



Figure 4-1: Work Structure Breakdown Diagram

4.1 SUPPORT AND SERVICES

Motorola Solutions will provide City of McCook with a suite of system support and services designed to maximize network uptime during the warranty. This warranty will begin on the date of system acceptance, and will continue for 12 months from that date on a 24/7 basis. During this time, Motorola Solutions will repair any unit or component of the communications system that becomes defective through normal use or that fails because of defective materials or workmanship, without charge to City of McCook.

In addition to Motorola Solutions' Standard Warranty, Motorola has proposed 6 additional years of the Essential Plus Services and SUAll package as part of this solution. With this package, City of McCook will receive quick response to network issues from Motorola Solutions' qualified technicians who analyze and diagnose the system and deliver routine maintenance. Our expert service teams help mitigate downtime and ensure reliable network connectivity.

For a full description of the services provided, please refer to the Support Plan.

4.2 PROJECT SCHEDULE

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of McCook at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with site acquisition, R56 upgrades, installation, cabling and providing unobstructed cable routes. The biggest drivers for project schedule are site acquisition (including lease/NTP, permitting, zoning, NEPA, SHPO, etc.) and tower readiness (including structural analysis and remediation/construction) where applicable.

4.3 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its

design. This plan will validate that City of McCook’s solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

4.4 ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this project for City of McCook.

- City of McCook will be responsible for cooling the equipment room
- City of McCook will be responsible for Trunked Audio Logging server with the SRS
- City of McCook will be responsible for coordinating and providing backhaul to SRS using the State Network Leased or Private Fiber from dispatch to the new SRS Tower.
- Backhaul Routers will be provided by the SRS.
- City of McCook will be responsible for UPS for each dispatch position minimum of 900KVA
- City of McCook will be responsible for (2) UPS for backroom equipment minimum of 1500VA
- City of McCook will be responsible for monitors for dispatch positions

4.5 STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	City of McCook
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X



Tasks	Motorola Solutions	City of McCook
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Review safety, security, and site access procedures.	X	
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		



Tasks	Motorola Solutions	City of McCook
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	

Tasks	Motorola Solutions	City of McCook
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		

Tasks	Motorola Solutions	City of McCook
Develop Console and User Radio Fleetmap		
Review and determine modifications to existing fleetmap.		X
Review fleetmapping requirements with Customer, including user ID and talkgroup structures.	X	
Designate user group representatives for the user groups, to make timely decisions on their behalf.		X
Provide advisory input during fleetmap development.	X	
Develop templates.		X
Participate in a meeting to finalize any changes among user groups.	X	X
Review and approve fleetmap templates.		X
Program approved templates into console.	X	
Evaluate sample radios and provide feedback.		X
Approve templates.		X
Deliverable: Fleetmap plan completed and approved by Customer.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Resolve any minor task failures before Final System Acceptance.	X	

Tasks	Motorola Solutions	City of McCook
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Document all issues that arise during the acceptance tests.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola Solutions	City of McCook
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



SECTION 5

SUPPORT PLAN – ESSENTIAL PLUS SERVICES

5.1 OVERVIEW

Motorola Solutions is proposing our Essential Plus Services for ASTRO® 25 infrastructure to provide City of McCook with the support needed to detect and resolve unforeseen issues. Essential Plus Services consists of the following elements:

- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Security Update Service (SUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of City of McCook's communications investment.

5.2 ESSENTIAL PLUS ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for City of McCook's ASTRO 25 infrastructure.

5.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with City of McCook to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

5.2.2 Network Hardware Repair with Advanced Replacement

To restore City of McCook's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement



components will remain in City of McCook's ASTRO 25 network to maintain continued network functionality.

If City of McCook prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

5.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to City of McCook. Motorola Solutions will test anti-virus, operating system, and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to City of McCook. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, City of McCook will need to download and install them.

5.2.4 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to City of McCook's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between City of McCook and Motorola Solutions.

5.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

5.3 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As



staff perform tasks, service incident information will be available to City of McCook's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

5.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among City of McCook, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

5.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

5.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide City of McCook with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable City of McCook's representatives to check repair status, from inbound shipment to return.

5.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be City of McCook's key point of contact for the definition and administration of services. The CSM will work with City of McCook to define service delivery details to address City of McCook's specific priorities.

5.3.5 MyView Portal

To provide City of McCook with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.





Figure 5-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, City of McCook's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

SECTION 6

ASTRO 25 ESSENTIAL PLUS SERVICES STATEMENT OF WORK

6.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Essential Plus Services ("Essential Plus Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Plus Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Plus Services consist of the following elements:

- Remote Technical Support.
- Network Hardware Repair.
- Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Each of these elements is summarized below and expanded upon in Section 6.3. In the event of a conflict between the descriptions below and an individual subsection of Section 6.3, the individual subsection prevails.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.



Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

6.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

6.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

6.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians



are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

6.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Plus Services.

6.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

6.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Security Update Service: View available security updates. Access available security update downloads.
- On-site Infrastructure Response: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Annual Preventive Maintenance: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.



- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

6.3 ESSENTIAL PLUS SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

6.3.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

6.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 6.4: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.



6.3.1.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 6.4: Priority Level Definitions and Response Times.

6.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

6.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 6.4: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

6.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

6.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer,



system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.

- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 6.4: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

6.3.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

6.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

6.3.2.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager ("CSM").

6.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life ("EOL") notification.

6.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.



- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
 - Perform a box unit test on serviced infrastructure components.
 - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
 - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (“NTF”) to third-party vendor for repair.
 - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
 - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
 - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 6.3.2.6. If the Customer’s software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (“CST”), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (“NFO”). In such cases, the Customer will be responsible for paying shipping and handling charges.

6.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.



- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

6.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



6.3.2.7 Repair Process

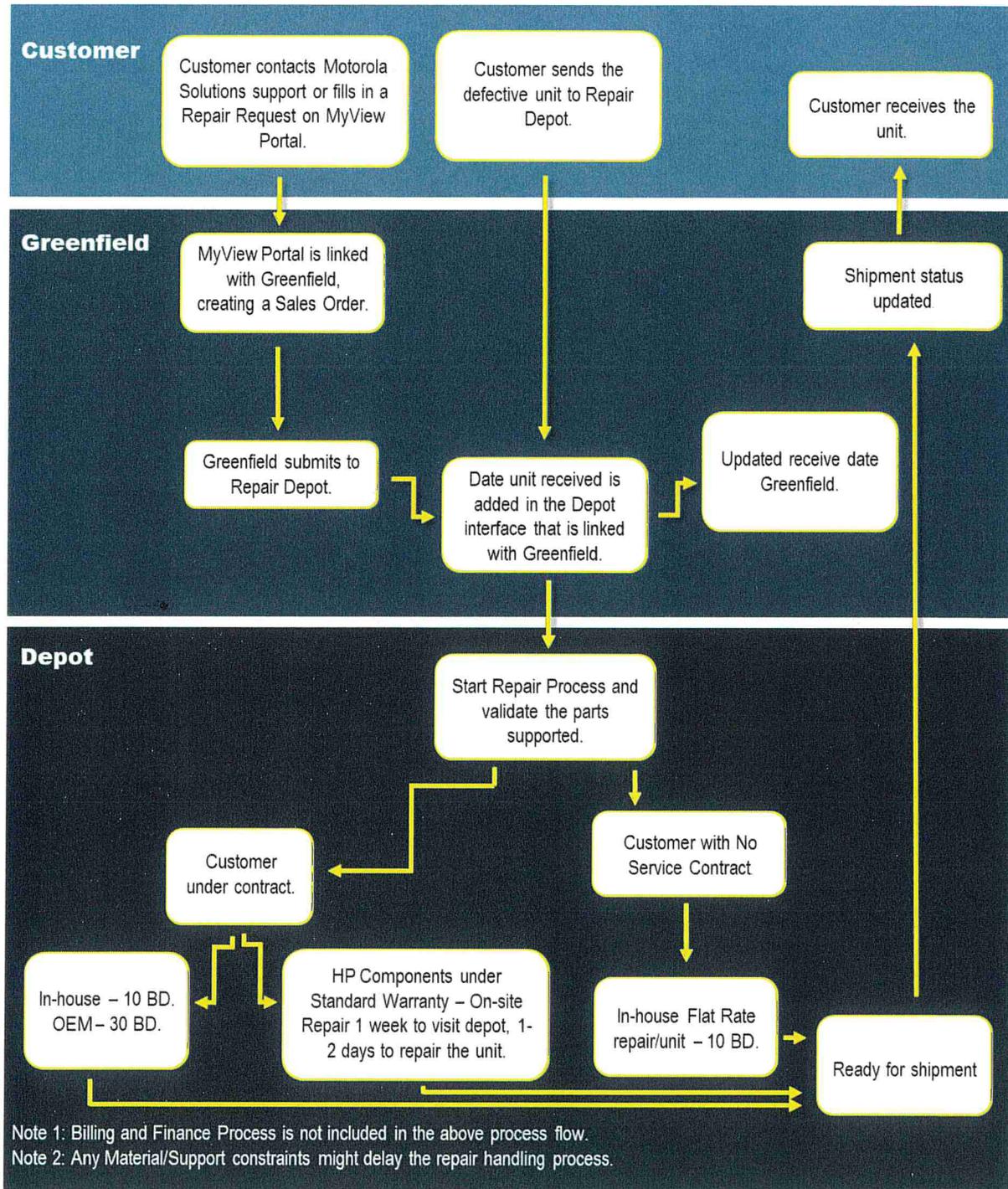


Figure 6-1: Repair Decision Process

6.3.2.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units ("FRU") in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a "Loaner" FRU while their unit is being repaired. Refer to Figure 6-2 for details on the unit loan process.

6.3.2.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
 - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out ("NFO") shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
 - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer's responsibility. Motorola Solutions will repair and return the Customer's component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 6-2 for the loaner process, and Table 6-1 for shipping charge details.



- Provide repair return authorization (“RA”) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock

6.3.2.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 6.3.2.8.1. See Table 6-1 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions’ FRU inventory, properly package the Customer’s malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions’ repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU’s not returned within five business days.
- At the Customer’s expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

6.3.2.8.3 Replacement Process for Advanced Replacement

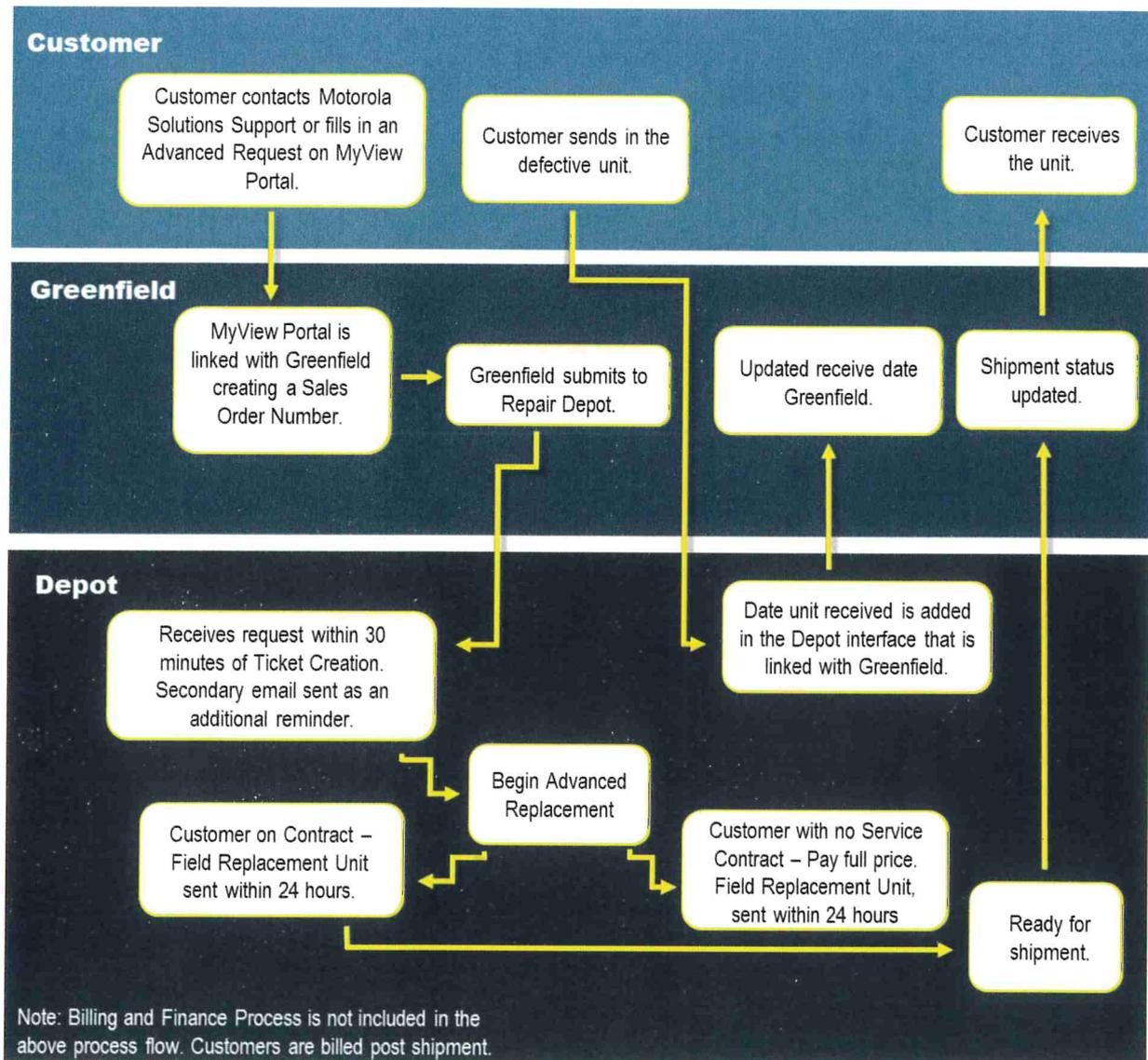


Figure 6-2: Advanced Replacement or Loaner Decision Process

Table 6-1: Shipping Charges and Default Mail Service:

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

*Motorola Solutions shipping carrier – FedEx

6.3.3 Security Update Service

Motorola Solutions' ASTRO 25 Security Update Service ("SUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 6.3.3.3: Inclusions indicates if options are included as part of this service.

6.3.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

6.3.3.1.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.



6.3.3.1.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

6.3.3.2 Scope

SUS includes pretested security updates for the software listed in Table 6-2. This table also describes the release cadence for security updates.

Table 6-2: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

6.3.3.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 6-3. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

Table 6-3: SUS Packages

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	L Core M Core Simplified Core	X
Security Update Service with Reboot Support	L Core M Core Simplified Core	



Service	ASTRO 25 Core Type	Included
Security Update Service with On-site Delivery	L Core M Core Simplified Core	

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 6.3.3.7: Installation and Reboot Responsibilities.

6.3.3.4 Motorola Solutions Responsibilities

- On the release schedule in Section 6.3.3.2: Scope, review relevant and appropriate security updates released by Original Equipment Manufacturer (“OEM”) vendors.
- Release tested and verified security updates to Motorola Solutions’ secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

6.3.3.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions’ Systems Integration and Test (“SIT”) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (“IDS”) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions’ business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

6.3.3.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan (“CSP”) prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions’ assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions’ secure website.

- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Implement recommended remediation(s) on the Customer's system, as determined necessary by the Customer.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations ("CMSO") troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

6.3.3.7 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 6-4 contains the breakdown of responsibilities. Section 6.3.3.3: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 6-4: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		<ul style="list-style-type: none"> ▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Security Update Service with On-site Delivery	<ul style="list-style-type: none"> ▪ Dispatch a technician to deploy pretested files to the Customer's system. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed. 	<ul style="list-style-type: none"> ▪ Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing.
Security Update Service with Reboot Support	<ul style="list-style-type: none"> ▪ When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed 	<ul style="list-style-type: none"> ▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.

6.3.3.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

6.3.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

6.3.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 6.4: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

6.3.4.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 6.4: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

6.3.4.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.



6.3.4.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure component, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

6.3.4.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.



- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.



6.3.5 Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

6.3.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

6.3.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

6.3.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 6-5.

Table 6-5: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

6.3.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
 - Perform the tasks defined in Section 6.3.5.7: Preventive Maintenance Tasks.
 - Perform the procedures defined in Section 6.3.5.8: Site Performance Evaluation Procedures for each site type on the system.
 - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.

- As applicable, use the Method of Procedure (“MOP”) defined for each task.

6.3.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

6.3.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

6.3.5.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 6.3.5.3: Inclusions.

MASTER SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (“NM”) Client Applications	Review Unified Event Manager (“UEM”) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.



MASTER SITE CHECKLIST – LEVEL 1	
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
Data Collection Devices ("DCD") check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.

DISPATCH SITE CHECKLIST – LEVEL 1	
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (“IRR”) Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 6.3.5.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL 1	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

MOSCAD CHECKLIST – LEVEL 1	
MOSCAD RTU's	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.



FACILITIES CHECKLIST – LEVEL 1	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.

TOWER CHECKLIST – LEVEL 1	
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

6.3.5.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE	
Antennas	
Transmit Antenna Data	
Receive Antenna System Data	
Tower Top Amplifier Data	
FDMA Mode	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	
Receive RFDS Tests with TTA (if applicable)	
Receive RFDS Tests without TTA (if applicable)	
TDMA Mode	
Base Radio TDMA Transmitter Tests	
Base Radio TDMA Receiver Tests	
TDMA Transmit RFDS Tests	
TDMA Receive RFDS Tests with 432 Diversity TTA	

ASTRO 25 GTR ESS SITE PERFORMANCE
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

6.4 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 6-6 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 6-6: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.

SECTION 7

PRICING

7.1 EQUIPMENT AND SERVICES SUMMARY

Equipment and Services Summary	Price
Equipment at List Price	\$228,021
Systems Integration	\$130,381
Total Equipment and Systems Integration	\$358,402
Nebraska State Discount	(\$50,575)
Additional System Discount with Contract Signature by September 17, 2021	(\$17,920)
System Total after Discounts	\$289,907
Post Warranty Services (Essential Plus/SUAII) Years 2-7	\$132,224
GRAND TOTAL after ALL DISCOUNTS with Post Warranty Services (Years 2-7)	\$422,131

7.2 *POST WARRANTY SERVICES – ESSENTIAL PLUS/SUAII

	Essential Plus	System Upgrade Agreement (SUA II)	Total
Year 2	\$11,144	\$9,994	\$21,138
Year 3	\$11,478	\$10,005	\$21,483
Year 4	\$11,823	\$10,017	\$21,840
Year 5	\$12,177	\$10,029	\$22,206
Year 6	\$12,543	\$10,042	\$22,584
Year 7	\$12,919	\$10,055	\$22,974
TOTAL	\$72,084	\$60,140	\$132,224

SECTION 8

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and Lifecycle Management Addendum and remains valid for 90 days from the date on this cover letter. The Additional System Discount is only valid with Contract Signature by September 17, 2021. City of McCook may accept this proposal by returning a signed copy of the aforementioned agreement.



Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of McCook, Nebraska ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated July 30, 2021

C-2 "System Diagram" dated July 30, 2021

C-3 "Equipment List" dated July 30, 2021

C-4 "Implementation Plan" dated July 30, 2021

C-5 "Support Plan – Essential Plus Services" dated July 30, 2021

C-6 "Essential Plus Services Statement of Work" dated July 30, 2021

C-7 "Pricing" dated July 30, 2021

C-8 "Contractual Documentation" dated July 30, 2021

C-9 "Our Purpose" dated July 30, 2021

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any

corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other

contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions

must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of

two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$289,907**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may

affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use

and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance

deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only,

and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management; and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of

the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement,

including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement

concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B
PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 **PURCHASE ORDER ACCEPTANCE.** Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 **START DATE.** The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 **AUTO RENEWAL.** Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 **TERMINATION.** Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or

expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is **6** years, commencing on date provided in Motorola proposal. The Lifecycle Management Price for the **6** years of services is **\$ 132,224**, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year.

The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the **6** year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the **6** year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or

assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

SECTION 9

OUR PURPOSE

HELPING PEOPLE BE THEIR BEST IN THE MOMENTS THAT MATTER

An Enduring Partnership Committed to Your Success

Throughout our history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, we strive to fulfill our commitment to improve products and services, and to make sound recommendations to guide City of McCook as you link current and future communication objectives with technology's ever-evolving promise. By partnering with our customers and observing how our products can help in their specific work environments, we are able to enhance their experience every day.

We appreciate the opportunity to support your communications needs and look forward to continuing a strong collaboration that achieves your vision.

