

MCCOOK CITY COUNCIL

REGULAR MEETING

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

Call to Order and Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Pledge of Allegiance.

Items.

1. Announcements & Recognitions.
2. Public Hearings.
 - A. Public Hearing - Consider Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.
 1. Adjourn the Public Hearing.
 - B. Adopt Resolution No. 2021-27 approving the Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.
 - C. Public Hearing - Request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchmen Valley Cooperative.
 1. Adjourn the Public Hearing.
 - D. Approve the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied.
3. Consent Agenda.
 - A. Approve the minutes of the December 6, 2021 regular City Council meeting.
 - B. Receive and file the minutes of the December 13, 2021 Planning Commission meeting.
 - C. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2022 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

- D. Approve the recommendation of the Fuel Contract Advisory Committee to accept Option Number 2 from Frenchman Valley Cooperative, Inc., to purchase fuel from City of McCook Government Vehicles for Calendar Year 2022.
 - E. Authorize the Mayor to sign the Certificate of Compliance for the 2021 Maintenance Agreement between the City of McCook and the Nebraska Department of Roads.
 - F. Approve the renewal of Maintenance Agreement No. 17 between the Nebraska Department of Roads and the Municipality of McCook and authorize the Mayor to sign.
 - G. Receive and file the claims for the month of November 2021, published December 10, 2021.
 - H. Approve the application for a Special Designated Liquor License submitted by the Knights of Columbus 1126, Liquor License #I-003702, for the St. Patrick G.I.F.T. Gala to be held at the St. Patrick School & Gym, 401 East "F" Street, on March 18, 2022 from 5:00 P.M. to 10:00 P.M. and on March 19, 2023 from 5:00 P.M. to 12:00 A.M.
 - I. Approve the application for a Special Designated Liquor License submitted by the Hillcrest Nursing Home Foundation for Music and Dinner/Fun Pianos to be held at the City of McCook Memorial Auditorium, 305 West 5th Street, on February 12, 2022 from 5:30 P.M. to 11:00 P.M.
 - J. Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Mixer to be held at the Keystone Business Center, 402 Norris Avenue, Suite 401, Cowork Space-4th Floor, on January 20, 2022 from 8:00 A.M. to 11:00 P.M.
 - K. Approve and authorize the Mayor to sign Change Order No. 3, the Certificate of Substantial Completion and Pay Application No. 6 (Final) for Water System Improvements on West 5th Street from "G" Street to the Booster Station at "M" Street, on East 14th Street from "C" to "D" Streets, on "D" Street from East 14th Street to East 12th Street and from "D" Street to the center of the cul-de-sac on Gemini Street.
 - L. Adopt Resolution No. 2021-28, ratifying the CTS Trip Master Software License Agreement with the City of McCook.
 - M. Receive and file the 2022/2023 Council Radio Show Schedule.
4. Regular Agenda.
- A. Approve the state bid from Anderson Ford of Lincoln for \$34,496 per unit, for the purchase of three (3) new vehicles for the McCook Police Department.
 - B. Authorize staff to proceed with the purchase of an additional 64 niche columbarium from Carpenter Breland Funeral Home to be placed near the existing columbarium at Memorial Park Cemetery.
 - C. Council Comments.

Adjournment.

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

ITEM NO. 2.A. Public Hearing - Consider Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

ITEM NO. 2.B. Approve the Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

BACKGROUND:

An application has been received from Darcy Patterson, acting as POA for her mother Donna Loop, requesting permission to replat a tract of land located in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska. The applicant intends to sell her mother's residential property at 1402 North Hwy. 83. Staff has reviewed the appropriate Power of Attorney document. Staff is comfortable that Ms. Patterson has the authority to act on behalf of her mother. Currently, the applicant's property consists of two lots, one of which is not adjacent to a street. Due to the fact the southernmost lot does not have street access, City staff recommended that an administrative merger occur in order to bring the property into compliance with McCook's Subdivision Regulations prior to closing. Upon reviewing the survey that was conducted as part of the applicant's lot merger application, it became clear that a replat is necessary to properly amend the property's legal description. Staff conducted a review of the current Four Corners Addition Plat. Four Corners Addition was created by the McCook City Council in 1974. The original Four Corners Addition Plat shows that the land was subdivided into blocks. No further permitted subdivisions were created after the individual blocks were formed. Specifically, since its formation in 1974, the parcels of property located within the Four Corners Addition that have been subdivided have not been split in conformity with the City of McCook's subdivision regulations. Instead of creating lots, the landowners have subdivided their properties using metes and bounds. This practice circumvented the City's subdivision regulations. Unfortunately, the improper subdividing process that has been employed produces potential title concerns for the property owners. Staff verified this concern with the Red Willow County Assessor's office and the McCook Abstract Company. In order to resolve this problem moving forward, Staff strongly recommends that all further subdivisions that occur within the Four Corners Addition be done in accordance with the City's rules.

Staff informed the applicant of the City's concerns. The applicants agreed to apply for a replat in order to subdivide the land properly. Staff is attaching a copy of the Red Willow County GIS map for reference. The properties highlighted in the GIS map are the three lots that comprise Block 21 of the Four Corners Addition. The two northern lots will be combined to form one lot. The southern lot will remain separate. As mentioned, the northern lots are owned by Donna Loop. The southern lot is owned by Tyler and Tyler Loop. Staff has contacted Tyler Loop and he agrees that the replat is necessary.

The McCook Planning Commission heard the applicant's request on December 13, 2021 via a public hearing. The Planning Commission voted unanimously to recommend approval of the replat to the McCook City Council.

EXHIBIT #1

PAGE(S) - 2

APPROVALS:



Nathan A. Schneider, City Manager

December 14, 2021



Lea Ann Doak, City Clerk

December 14, 2021

**NOTICE OF PUBLIC HEARING
REPLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the replat on the following described property:

A tract of land being Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

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

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

DECEMBER 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: December 3, 2021.
Mail: December 3, 2021.
Post: December 3, 2021.

EXHIBIT #2

PAGE(S) - 1

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

MCCOOK PUBLIC POWER DISTRICT
1510 NORTH HWY 83
MCCOOK, NE 69001

HUGH & CLARICE KENNEY
607 E 4
MCCOOK, NE 69001

MICHAEL MAGRATH
15 VICTORIA CIRCLE
MAUMELLE, AR 72113

GERALD GOHL
37146 OLD HWY 17
CULBERTSON, NE 69024

TYLER AND TYLER SUE LOOP
2005 W J
MCCOOK, NE 69001

AUGUSTUS PROPERTIES
315 WARREN
BARTLEY, NE 69020

NORRIS INSTITUTE
PO BOX 130
MCCOOK, NE 69001

MCCOOK HOTEL GROUP
C/O COBBLESTONE HOTEL
980 AMERICAN DRIVE
NEENAH, WI 54956

EXHIBIT #3

PAGE(S) - 1

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 (Replat)
- Major Subdivision
- Planned Development (Includes Zone Change)

Name of Project: Replat of Block 21 of Four-Corner Addition to
Description of Project: the C.T. of McCook, RW
County, Nebraska
Replating Block 21 of Four Corners Addition to create
two properly subdivided lots

Project sponsor or developer:
Name: Darcy Patterson
Address: _____
Phone number: (306) 340-3144
Fax number: _____
E-mail Address: ddpatterson13@outlook.com

Land owner or owners:
Name: Donna Loop
Address: 1402 N. Hwy. 83
Phone number: _____
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)


Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Address and physical location of the Proposed Land Use Action: 1402 W. Hwy. 83

Property Description (Of the parent parcel for subdivisions): Block 21, Four
Corner Addition

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

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)

Darcy Patterson

Printed Name: _____

Printed Name: _____

Darcy Patterson
Signature: _____

Signature: _____

12-7-2021
Date: _____

Address and physical location of the Proposed Land Use Action: 1402 W. Hwy. 83

Property Description (Of the parent parcel for subdivisions): Block 21, Four
Corner Addition

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 _____

Doug Terry
to complete

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?

If so, briefly explain what they might consist of.

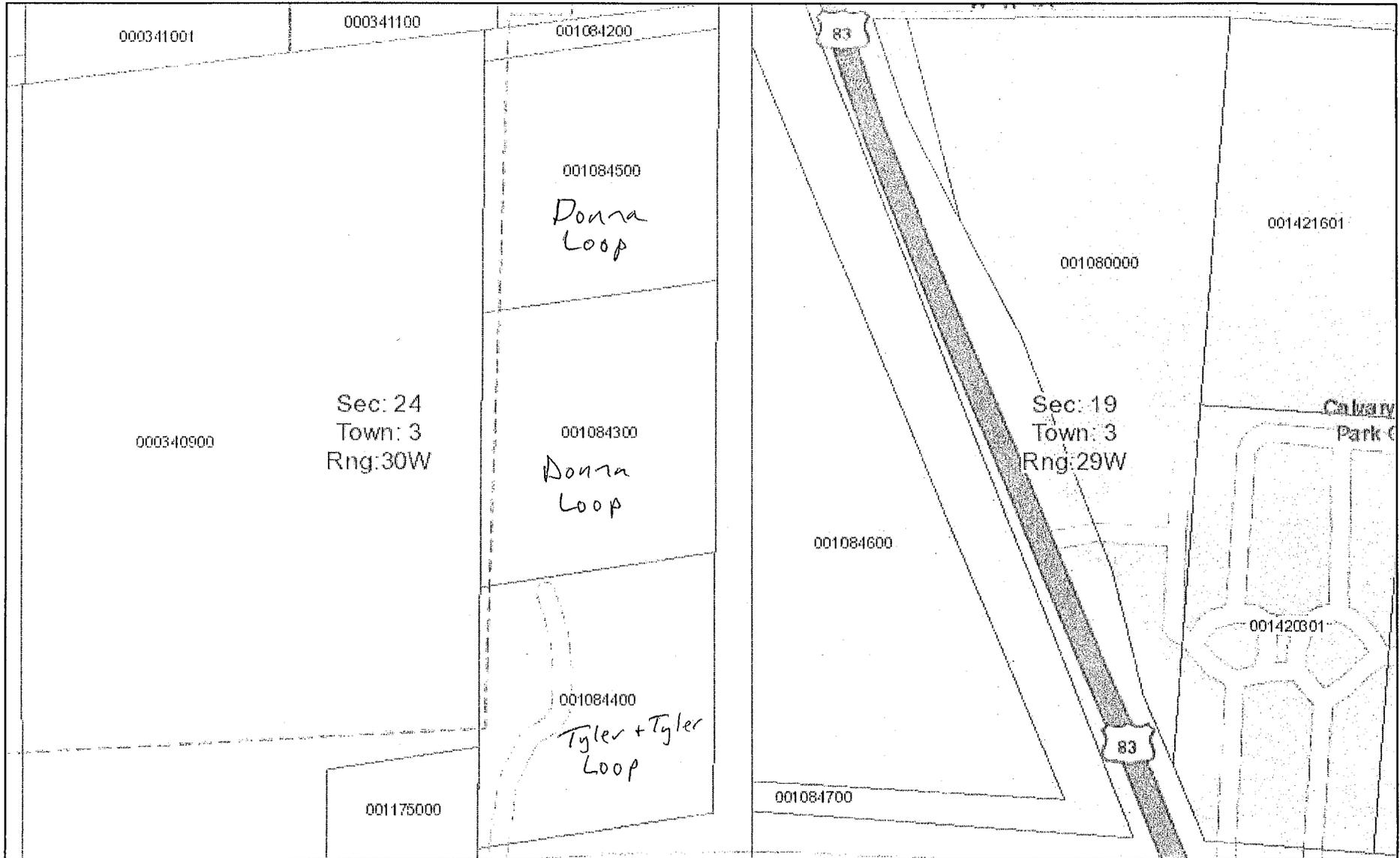
(Attach explanation)

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

_____ 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.

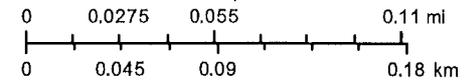


December 9, 2021

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:3,452

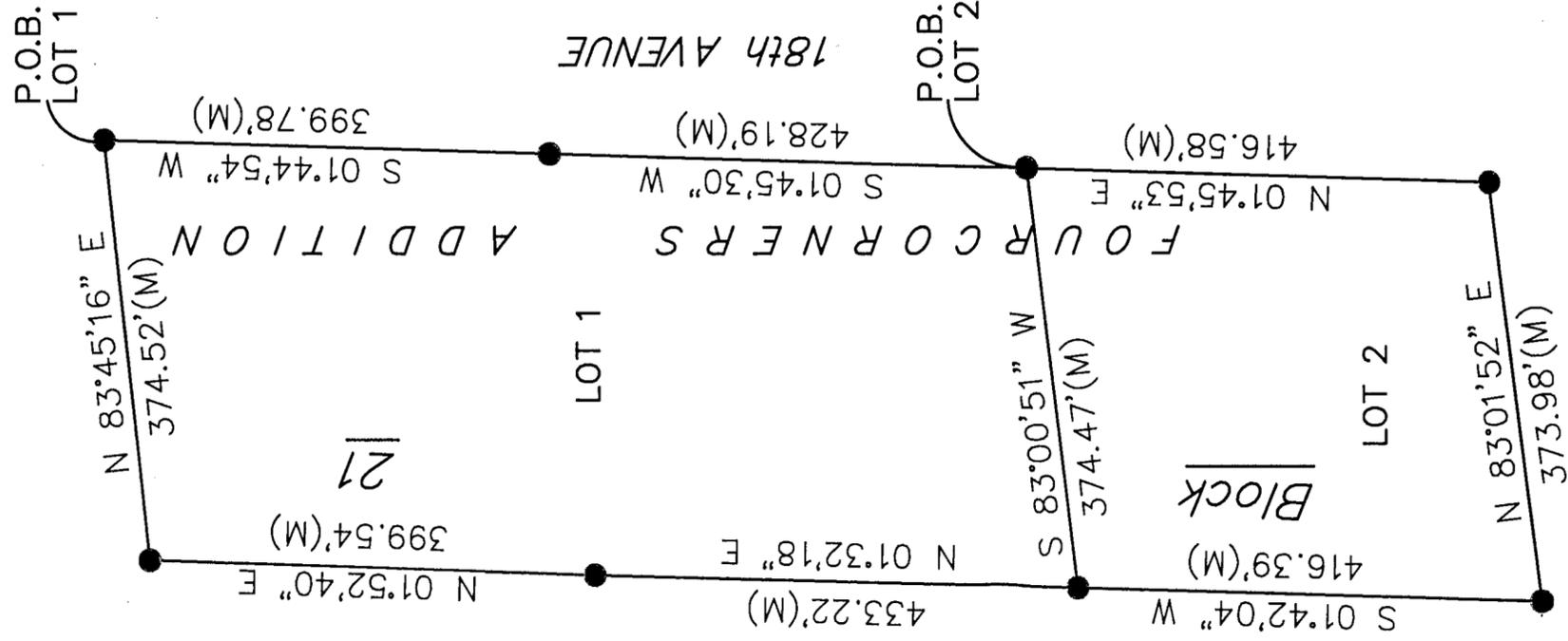
- Parcels
- Sections



**--REPLAT OF BLOCK 21--
FOUR CORNER ADD.
TO THE CITY OF MCCOOK
RED WILLOW COUNTY, NE**

Legal Description for Replat of Block 21
 Lot 1, Block 21, Four Corners Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Beginning at the NE corner of said Block 21, thence S01°44'54"W (all bearings contained herein relative thereto) on the east line of said Block 21, 399.78 feet, Thence continuing on said east line S01°45'30"W, 428.19 feet,
 Thence S83°00'51"W, 374.47 feet to a point on the west line of said Block 21, Thence N01°32'18"E, on said west line, 433.22 feet,
 Thence N01°52'40"E, on said west line, 399.54 feet,
 Thence N83°45'16"E, 374.52 feet to the Point of Beginning.

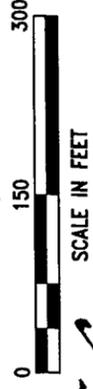
Lot 2, Block 21, Four Corners Addition to the City of McCook, Red Willow County, Nebraska, more particularly described as follows:
 Beginning at SE corner of the previously described Lot 1, thence S83°00'51"W, (all bearings contained herein relative thereto) 374.47 feet to a point on the west line of said Block 21,
 Thence S01°42'04"W on said west line, 416.39 feet to the SW corner of said Block 21,
 Thence N83°01'52"E, on the south line of said Block 21, 373.98 feet to the SE corner of said Block 21,
 Thence N01°45'53"E, on the east line of said Block 21, 416.58 feet to the Point of Beginning.
 Said Lot 1 and Lot 2 are subject to all Easements and Right-of-Ways now on record or indicated on attached plat.



SURVEYOR'S CERTIFICATE

I, Don D. Terry, Nebraska Registered Land Surveyor No. LS-812, do hereby state that the survey and the referenced Legal Description herein, was performed under my direct supervision using known and recorded monuments. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.

Date of Survey: December 15, 2021.



T.F.S.

EXHIBIT #
PAGE(S) 1 - (S)

Legend

- = FOUND CORNER
- M = MEASURED DISTANCE

TERRY FAMILY SURVEYING LLC
 403 WASHINGTON AVE., MCCOOK, NE, 69001
 308-737-7752

THIS PLAT OF SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TERRY FAMILY SURVEYING LLC TO DETERMINE OWNERSHIP, EASEMENTS, OR RIGHTS-OF-WAY.

McCook Planning Commission
December 13, 2021
5:15 P.M. 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: Vice Chair Hilker; Commissioners Bradley, Davidson, Friehe, Lyons, McDowell, Mockry.

Absent: Chair Vosburg; Commissioners Dueland, Stevens.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 9, 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.

Vice Chair Hilker 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 October 11, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the October 11, 2021 regular Planning Commission meeting. This motion, made by Friehe and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Consider Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to 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 Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by McDowell and seconded by Mockry, passed.

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

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

EXHIBIT #6

PAGE(S) - 4

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 (7 pages); and Exhibit #5 - Proposed Replat of Block 21, Four Corners Addition.

City Manager Schneider reviewed the information presented in Exhibit #1.

Bobby Gaulke, representing Donna Loop, the seller of the northern parcel, 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 McDowell and seconded by Friehe, passed.

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

YEA: 7, NAY: 0, ABSENT: 3

2.B. Recommend to the McCook City Council approval of the Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Replat of a tract of land being in Block Twenty-one (21) Four Corners Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by McDowell and seconded by Bradley, passed.

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

YEA: 7, NAY: 0, ABSENT: 3

2.C. Public Hearing - Request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchmen Valley Cooperative.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchman Valley Cooperative, with the City Attorney to act as hearing officer. This motion, made by McDowell and seconded by Mockry, passed.

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

YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 13, 2021 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); Exhibit #5 - Buell Consulting, Inc. application letter dated Thursday, November 4, 2021 (4 pages); Exhibit #6 - Site Location Map and specifications (38 pages); Exhibit #7 - Federal Aviation Administration, Determination of No Hazard to Air Navigation dated September 29, 2021 (5 pages); Exhibit #8 - Zoning Ordinance Section 3008

and 3010 (2 pages); and Exhibit #9 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #1.

Christy Eichorn for Buell Consulting on behalf of Parallel Infrastructure, was present to address questions from the Commission. Parallel wanted to be in an industrial area, they have a long-term lease with Frenchman Valley, the elevators to the north are not an issue to them, and they hope to have the project completed within six to eight months.

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

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

YEA: 7, NAY: 0, ABSENT: 3

2.D. Recommend approval to the City Council the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in and Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied.

Motion to recommend approval to the City Council the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in and Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied. This motion, made by Friehe and seconded by McDowell, passed.

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

YEA: 7, NAY: 0, ABSENT: 3

Future Business Item: Commissioner Friehe stated that since he is an adjacent property owner, he is aware of a sports complex that is proposed to be built for the City of McCook. It is an incredible project and will only be beneficial to the City. As the project moves forward, he would like to see the Commission more involved with its development.

City Manager Schneider stated that at this time the donor is working on numbers and is not ready to present the project yet. It is a huge project for the City of McCook. It is hoped that the City's funding will be able to come from an additional ½ percent sales tax, that will be shared with the pool project. The Planning Commission will need to be involved with the planning of the complex area.

Adjournment.

With no further business, Vice Chair Hilker declared the Planning Commission meeting adjourned at 6:00 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

RESOLUTION NO. 2021-27

WHEREAS, Darcy Patterson, acting as POA for Donna Loop, applied for approval of a replat of a tract of land being Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska located within the corporate limits of the City of McCook to be known as Replat of Block 21, Four Corners Addition to 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 replat of Block 21, Four Corners Addition to 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 December, 2021.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

EXHIBIT #7

PAGE(S) - 1

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

ITEM NO. 2.C. Public Hearing - Consider a special exception request from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an industrial zoning district on property owned by Frenchman Valley Cooperative.

ITEM NO. 2.D. Approve a special exception request to allow Parallel Infrastructure to construct a new 169' tall telecommunications tower in an industrial zoning district on property owned by Frenchman Valley Cooperative, finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied.

BACKGROUND:

The City of McCook has received an application from Parallel Infrastructure, by and through its agent Buell Consulting, for a special exception designation which would permit a telecommunications tower at property owned by Frenchman Valley Cooperative. The tower would be located west of South Highway 83 and north of South Street. The affected property is unimproved and it does not have an assigned address, but it is legally described as a tract of land in the West Half of the Southeast Quarter of Section 29, Township 3 North, Range 29 West of the 6th P.M., Miscellaneous McCook, Red Willow County, Nebraska. The land is zoned Industrial Heavy (IH).

Staff has reviewed the application thoroughly. The controlling law is found in the McCook Zoning Ordinance, Article 30, Telecommunications Tower Regulations, Section 3008 - 3010. Section 3008 outlines the City of McCook's location preferences for telecommunication towers. Per Section 3008, the affected property qualifies as a preferred site. According to Section 3008(1)(D), special exception preference is given to sites in commercially or industrially zoned districts whereby the proposed construction is minimally obtrusive, has a minimal impact on the surrounding area, is an appropriate distance from residential land uses, has minimal impact on residential uses, with due regard being given to the scale of the facility and the surrounding area and the impact on the location. As mentioned above, Frenchman Valley Cooperative's property is designated IH and is a preferred location for personal wireless facilities according to McCook's Zoning Ordinance. Additionally, the proposed location is not near any residential neighborhoods. Once it was determined that the site location was a preferred site and would minimally impact residential properties, staff investigated whether the proposal met the standards adopted within Section 3008. Staff employed W Design to determine whether the location meets the "minimally obtrusive" and "minimal impact" tests. Close scrutiny was paid to the size of the tower relative to other structures in the vicinity, as well as the impact the tower would have on the McCook Ben Nelson Regional Airport and Highway 83. With respect to the height of the tower relative to structures in the vicinity, W Design measured the height of the tower/feet above mean sea level and compared it to the nearest high point, which is a grain elevator north of the proposed site. The height of the top of both facilities is comparable, with the top of the tower measuring approximately 2,668 feet and the top of the elevator measuring approximately 2,662 feet. Next, W Design and staff reviewed the tower relative to the airport's base elevation and protected surface. The airport's base elevation is 2,740 feet. The top of the proposed telecommunications tower will rest approximately 72 feet below the airport's base elevation and protected surface zone. Additionally, staff is in receipt of a Determination of No Hazard to Air Navigation from the Federal Aviation Administration, which is

EXHIBIT #1

attached to this report. With respect to fall zone issues relative to Highway 83, W Design and staff discussed potential concerns with the Nebraska Department of Transportation's Kelly Doyle. Mr. Doyle stated that the Department would have no jurisdiction over the matter as the tower would not be located in the State of Nebraska's highway right of way, nor did he foresee any issues with the proposal relative to the State's interest.

Staff has strictly reviewed the application relative to Section 3010, which established the standards for evaluation. Staff noted that there was some overlap between Section 3008 and 3010 during its review. Staff is comfortable that the application meets the standards mandated by Section 3010. The proposed tower: 1) is in conformity with the City's Comprehensive Plan; 2) meets the requirements established in Section 3008; 3) is compatible with abutting property and surrounding land uses; 4) is similar in scale to other facilities in the area; 5) will have no impact on landmark structures/districts; 6) will have negligible impact on natural resources and open spaces; and 7) will meet other additional requirements. The only standard that is questionable is whether the tower will have an adverse visual impact. Staff does not believe there is an impact on vision, nor does staff believe there will be a noticeable impact in views/vistas. As mentioned, there are structures in the area that are similar in height.

It is important to note, there are no height restrictions on telecommunication towers except for towers located in residential districts.

Staff also reviewed this request relative to Article 24 of the McCook Zoning Ordinance. Staff examined the request pursuant to the special exception requirements A - I. Upon review, staff asserts that the application satisfactorily addresses the requirements.

The McCook Planning Commission heard the application at its December 13, 2021 meeting. The Planning Commission unanimously voted to recommend approval of the special exception to the McCook City Council.

APPROVALS:



Nathan A. Schneider, City Manager

December 14, 2021



Lea Ann Doak, City Clerk

December 14, 2021

**NOTICE OF HEARING
REQUEST FOR
SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held on a request for a special exception to allow a 169' telecommunications tower in an Industrial Heavy (IH) District.

ADDRESS: South Highway 83/South 6th Street

LEGAL DESCRIPTION: A tract of land in the West Half of the Southeast Quarter of Section 29, Township 3 North, Range 29 West of the 6th P.M., Miscellaneous McCook, Red Willow County, Nebraska.

PROJECT SPONSOR/
DEVELOPER: Parallel Infrastructure
by Buell Consulting, Christy Eichorn

LAND OWNER: Frenchman Valley Farmers Cooperative

Public Hearings will be held on the dates, times, and at the places listed below:

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

DECEMBER 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 Manager, at 308-345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

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

EXHIBIT #2

PAGE(S) - 1

OWNERSHIP LIST FOR MAILING:

TOM BREDVICK, PRESIDENT
MCCOOK PUBLIC SCHOOLS
600 W 7
MCCOOK, NE 69001

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

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

RED WILLOW COUNTY PLANNING
COMMISSION
502 NORRIS AVE
MCCOOK, NE 69001

LG FAMILY HYCET TRUST
C/O MICHAEL HARMS
202 S ST. FRANCIS
WICHITA, KS 67202

STOCKMAN'S FEED & SUPPLY
209 SOUTH ST
MCCOOK, NE 69001

VAN DIEST SUPPLY COMPANY
PO BOX 610
WEBSTER CITY, IA 50595

PAULSEN INC
PO BOX 17
COZAD, NE 69130

PARKER HANNIFIN
400 SOUTH ST
MCCOOK, NE 69001

VALMONT INDUSTRIES INC
#1 VALMONT PLAZA
OMAHA, NE 68154

ERIC & DEANNA SMITH
306 SOUTH ST
MCCOOK, NE 69001

LESTER WARREN
#3 SOUTH ST
MCCOOK, NE 69001

JASON MICHAELIS
508 SOUTH 3RD
MCCOOK, NE 69001

GENE AND CAROL LIESS
402 SOUTH ST
MCCOOK, NE 69001

CHANCE GERVER
1008 MISSOURI AVE
MCCOOK, NE 69001

SAMUEL AND FRANCES PAZ
404 SOUTH ST
MCCOOK, NE 69001

JOHN C HUBERT
901 SUNSET
MCCOOK, NE 69001

BAR S DEVELOPMENT INC
C/O DALE STEWART
PO BOX 650
MCCOOK, NE 69001

KEITH SHEPHERD
1108 W 12TH
MCCOOK, NE 69001

JOCARBON LLC
C/O CARLOS AND JOSIANA DOMINGUEZ
PO BOX 75
MCCOOK, NE 69001

DARREL & LUCILLE BANZHAF
500 SOUTH ST
MCCOOK, NE 69001

STANLEY AND SHIRLEY SPAHN
502 SOUTH ST
MCCOOK, NE 69001

KELLY MCKILLIP
PO BOX 331
MCCOOK, NE 69001

MICHAEL AND MERRIUL THOMAS
71402 US HWY 83
MCCOOK, NE 69001

JTTK HOLDINGS LLC
#3 CLUBHOUSE DRIVE
MCCOOK, NE 69001

MICHAEL REAL
608 SOUTH ST
MCCOOK, NE 69001

KENT AND LORI HILKER
1104 WESTRIDGE
MCCOOK, NE 69001

CADENZA LLC
C/O ELIZABETH KNEDLIK
PO BOX 453
MCCOOK, NE 69001

HEDGE OF PROTECTION REAL EST
37956 DR 715
MCCOOK, NE 69001

VALERIE EDWARDS
111 SOUTH 6TH ST
MCCOOK, NE 69001

BNSF RAILWAY CO
PO BOX 961089
FORT WORTH, TX 76161

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: New Telecommunications Tower

Description of Project: _____

Parallel Infrastructure proposes to construct a new 169' tall telecommunications tower in an industrial zoning district on property owned by Frenchman Valley Cooperative. The tower will be able to accommodate up to 3 carriers.

Project sponsor or developer:

Name: Christy Eichorn for Buell Consulting on behalf of Parallel Infrastrucutre
 Address: 720 Main Street Suite 200. Saint Paul, MN 55118.
 Phone number: 402-730-8539
 Fax number: N/A
 E-mail Address: ceichorn@sundaisyent.com

Land owner or owners:

Name: Frenchman Valley Farmers Cooperative contact Eric Dittler
 Address: PO Box 578 Imerial, NE 69033
 Phone number: 308.882.3256 or 308.883.2636
 Fax number: _____
 E-Mail Address: ecdittler@fvcoop.net

X

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)

M. Sam Bowler
Printed Name:

Printed Name:

M. Sam Bowler
Signature:

Signature:

2 Nov 2021
Date:

Address and physical location of the Proposed Land Use Action: See attached Survey

Property Description (Of the parent parcel for subdivisions): See attached survey

Required Information:

See Attached sheets for required information for:

- Subdivisions
- Zone Changes and special exceptions
- Planned developments

FEE PAID: \$ 100 (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

X

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:
See attached cover letter and zoning narative

____ 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.)
This is a request for a Special Exception for a new 169' tall telecommunications tower per Article 30 Section 3002 Permits required.

____ Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements: See attached Construction Drawings, Cover Letter and Zoning Narrative

- (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;

X

(G) required yards and other open space;

(H) general compatibility with adjacent properties and other properties in the district.

_____ Explain how the project complies with the Comprehensive Plan: _____

Although there are no direct references to telecommunications towers in the Comprehensive Plan, the plan does encourage new development in appropriate areas. This new tower will be located in an industrial zoning district, near other tall structures, away from existing residential areas. The tower owner will also add to the McCook tax base while continuing telecommunications coverage to residents and businesses and providing space for future carriers to locate on the tower.

X

REQUIRED ATTACHMENTS:

For Administrative Permit or Special Exception Permit (Personal Wireless Facility):

(See Article 30 of the Zoning Ordinance)

_____ Include a description of the special exception requested: _____

To construct a 169-foot tall self-support telecommunications tower that would accommodate up to 3 carriers. The tower is located in an industrial zoning district near other tall structures and away from residential areas.

_____ Include a plot plan of the lot and the proposed uses drawn to an accurate scale and showing all pertinent information. See attached site plan.

_____ Which location preference identified in Section 3008 of the Zoning Ordinance is the proposed facility is meeting. _____

D. Sites in commercially or industrially zoned districts in which the facility is minimally obtrusive, has a minimal impact on the surrounding area, is an appropriate distance from residential land uses, has minimal impact on residential uses, with due regard being given to the scale of the facility and the surrounding area and the impact on the location.

Are any preferred location sites are located within the service area of the proposed personal wireless service facility; The closest tower that _____

What good faith efforts and measures were taken to investigate each of these preferred location sites and why such efforts were unsuccessful;

The proposed site meets the requirements of a preferred location.

Why the use of a preferred location site is not technologically, legally or economically feasible;

There is a BNSF tower located 2,200 feet to the north east but the tower is only 120' tall and cannot provide the coverage required by AT&T. There is an SBA tower 3,300 feet to the northeast, but that tower doesn't provide the same coverage the new tower will provide and the location has become cost prohibitive. Please see attached letter from AT&T.

How and why the proposed site is required to meet service demands for the proposed facility and citywide network. _____

The new location will allow AT&T to continue to provide coverage to the City of McCook and the surrounding area.

X

Describe the security barrier surrounding the base of the tower and accessory equipment. The description should include the method of fencing, finished color and, if applicable, the method of camouflage and illumination. Access shall be through a locked gate. The tower shall either have no climbing devices attached to the lower twenty feet of the tower or shall be fitted with anti-climbing devices.

See Attached exhibits of fencing and gate.

Indicate the proposed measures designed to minimize potentially adverse visual effects on adjacent properties with consideration given to design, unobtrusiveness, minimum height necessary to accommodate antenna, avoidance of artificial light and coloring provisions.

The tower is located in an industrial area and is in character with the industrial uses that surround it.

Describe the anticipated maintenance and monitoring program for the antennae and back up equipment, including frequency of maintenance services.

Antennae and backup equipment will be monitored remotely with maintenance visits only required 1-4 times per year.

Provide copies of any environmental documents required by any federal agency.

All environmental documentation can be provided as a condition of zoning approval



BUELL CONSULTING, INC.
720 Main Street, Suite 200
Saint Paul, MN 55118
(651) 361-8110
www.buellconsulting.com

Thursday, November 4, 2021

City of McCook
Attn: Nate Schneider
PO BOX 1059
505 W. C Street
McCook, NE 6900

RE: Special Exception Permit Application for New Tower Site – Parallel Infrastructure ref. PINE468 / McCook, Nebraska
Property: 203 Karrer Street, McCook, Nebraska

Dear Mr. Schneider,

On behalf of Parallel Infrastructure, LLC, Buell Consulting, Inc. hereby submits a Special Exception Permit Application for a Communications Tower on the property in the City of McCook PID No. owned Frenchman Valley Farmer's Cooperative. Enclosed with this letter are the following items:

- Application fee check in the amount \$100
- Application form completed and signed by me, on behalf of the applicant, Parallel Infrastructure, LLC and signed by the property owner.
- Site Plans by Edge Consulting dated 10/28/2021
- FAA Approval Letter
- Zoning Narrative (see immediately-following pages) explaining how our proposed project complies with the City of McCook Article 30 Location Preferences, Application Requirements, Standards for Evaluation and Design Criteria.

Please do not hesitate to call for any clarifications or additional questions related to any of the application materials, and please confirm when you consider our application complete.

Sincerely,

Christy Eichorn
Site Development Agent for Buell consulting on behalf of Parallel Infrastructure LLC

Phone: 402-730-8539
Email: ceichorn@sundaisvent.com

Encl.

EXHIBIT #5

PAGE(S) - 4

Zoning Narrative

Special Exception Permit Application for a New Communication Tower

Article 30 Telecommunications Tower Regulations for the City of McCook

This zoning narrative is included to state how our application complies with Article 30 Telecommunications Tower Regulations. Code requirements are in black and our response is in blue.

Section 3002. Permits Required. No person shall locate an antenna or tower for personal wireless services or alter an existing personal wireless services facility upon any lot or parcel except as provided in this chapter.

Parallel Infrastructure is seeking approval of a Special Exception Permit per section 2 below.

2. Special Exception Permit: All towers and additions to existing facilities not issued or eligible for an administrative permit and all requests for a special exception permit shall be reviewed and evaluated in accordance with Article 30 and Article 24 of Zoning Ordinance No. 1580.

Section 3008. Location Preferences. Personal wireless facilities shall be located and designed to minimize any significant adverse effect on the abutting property. Sites shall be placed in locations where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening. The locational preferences for siting new personal wireless service facilities are listed below:

1. Preferred Location Site:

D. Sites in commercially or industrially zoned districts in which the facility is minimally obtrusive, has a minimal impact on the surrounding area, is an appropriate distance from residential land uses, has minimal impact on residential uses, with due regard being given to the scale of the facility and the surrounding area and the impact on the location.

The proposed site is located in the center of IH Heavy Industrial District. The minimum distance from the tower to a residentially used or zoned property is 1,000 feet.

Section 3009. Application Requirements.

1. Pre-Application Conference and Fee. A check for the application fee in the amount of \$100 is being submitted with this letter.

2. A. A plot Plan - site plans by Edge Consulting have been submitted with this application.

B. A statement identifying which location preference identified in Section 3008 herein, the proposed facility is meeting.

Nearest towers – The proposed site is more than ¼ mile from any other tower.

There is a BNSF tower located 2,200 feet to the north east but the tower is only 120' tall and cannot provide the coverage required by AT&T.

There is an SBA tower 3,300 feet to the northeast, AT&T is currently located on this tower. AT&T is looking for a new location where they can provide similar coverage to McCook Businesses and residents that is less economically burdensome than the current location. Please see attached letter from AT&T.

This location allows for AT&T and future carriers to provide high quality coverage and capacity to the City of McCook while reducing the economic burden of high rent locations.

The nearest residential units are located more than 1000 feet from the proposed tower location.

- C. A description of the security barrier surrounding the base of the tower and accessory equipment. The description should include the method of fencing, finished color and, if applicable, the method of camouflage and illumination. Access shall be through a locked gate. The tower shall either have no climbing devices attached to the lower twenty feet of the tower or shall be fitted with anti-climbing devices.
See attached site plan.
- D. A statement indicating proposed measures designed to minimize potentially adverse visual effects on adjacent properties with consideration given to design, unobtrusiveness, minimum height necessary to accommodate antenna, avoidance of artificial light and coloring provisions; The proposed tower location is in an industrial district with factories and outdoor storage of industrial and agricultural products and appurtenances on all sides.
- E. Provide a description of the anticipated maintenance and monitoring program for the antennae and back up equipment, including frequency of maintenance services.
Antennae and backup equipment will be monitored remotely with maintenance visits only required 1-4 times per year.
- F. Provide copies of any environmental documents required by any federal agency.
All environmental documentation can be provided as a condition of zoning approval.

Section 3010. Standards for Evaluation.

1. Planning Commission may recommend and the City Council may approve, by special exception permit, a personal wireless facility in any zoning district after review and consideration of all of the following:

A. Conformity with Comprehensive Plan.

The site is in conformance with the comprehensive plan.

B. Preference of site location in accordance with Section 3008 herein.

The site meets Part D of Section 3008.

C. Compatibility with abutting property and surrounding land uses.

This use is industrial/ utility in nature and fits in with the surrounding industrial uses.

D. Adverse impacts such and the visual, environmental or noise impacts.

There are no anticipated visual, environmental or noise impacts.

E. Screening potential of existing vegetation, structures and topographic features, and screening potential of proposed facilities, ground level equipment, buildings, and tower base.

The tower compound will be surrounded by a 6-foot-tall chain-link fence with a 1 foot of barbed wire on top.

F. Scale of facility in relation to surrounding land uses.

The tower fits in with the large primary power line just south of the site and the grain bins to the north west. As well as the large industrial buildings in the area.

G. Compatibility with surrounding uses.

The tower will not add noise or add traffic in this area.

H. Impact on views/vistas.

The tower will not obstruct view corridors.

I. Impact on landmark structures/districts, historically significant structures/districts, architecturally significant structures, landmark vistas or scenery and view corridors from visually obtrusively antennas and back-up equipment.

The tower will not impact culturally sensitive areas or view corridors.

J. Impact on natural resources, open spaces, recreational trails, and other recreational resources.

The tower will have no impact on natural resources, open spaces, recreational trails, and other recreational resources.

K. Color, finish, height, and wattage.

The tower will be a 169-foot tall, galvanized steel self-support tower.

L. Ability to co-locate.

There will be room for two additional carriers besides AT&T.

M. Availability of suitable existing structures for antenna mounting.

There is no tower less than ¼ mile from this site.

N. The conditions for granting Special Exception in Article 30, Section 2402 of Zoning Ordinance No. 2013-2897.

2. An application to construct new towers shall be denied if the applicant has not shown by substantial evidence that it has made a good faith effort to mount the facilities on an existing structure and/or tower.

See attached Affidavit from AT&T.

3. Locations in sensitive location sites shall be considered only if the applicant:

The proposed site is not a sensitive site.

4. Except as otherwise provided in this subsection, personal wireless facilities approved by special exception permit may be allowed to exceed the maximum height for the district in which they are located. Antennas or towers for personal wireless services exceeding 100 feet in height may not be located in any residential zoned district and must be separated from all residential zoned land by a minimum of 200 feet or 100 percent of the height of such proposed personal wireless service facility, whichever is greater.

The proposed tower will be 169' tall and is located more than 1,000 feet from and residential dwelling unit.

Section 3011. Design Criteria for Personal Wireless Service Facilities.

1. Equipment enclosures used primarily for personal wireless service facilities: Ground level equipment, buildings, and the tower base shall be screened from public view. The standards for the equipment buildings are as follows:

This Project contains no equipment buildings.

2. Security Fencing:

There will be a 6-foot-tall chain link fence topped by 1 foot of barbed wire around the tower compound. Access will be through a locked gate.

3. Color\Finish\Lights:

The tower shall have a galvanized finish. The only lighting will be emergency ground lighting and what is required by the FAA.

4. Antenna Accommodations:

The tower will accommodate up to 3 carriers with AT&T being one of the three.

5. Antenna Criteria:

The proposal shall demonstrate that the antenna and support structure are safe and the surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris. The tower shall be fitted with anti-climbing devices.

6. Free-standing roof-top antenna support structures:

N/A

7. Fall Zone: Towers and other camouflaged support structures shall be set back a distance no less than one half the height of the structure.

The tower is 169' tall which requires a setback of 84.5 feet. The setback from the east ROW line 101 feet and the north ROW line 104 feet.

SECTION 1: GENERAL REQUIREMENTS

1.1 PURPOSE AND INTENT

A. THE DRAWINGS ARE SUPPLEMENTAL TO ANY WRITTEN SPECIFICATIONS OR REQUIREMENTS. SHOULD ANYTHING BE SHOWN, INDICATED, OR SPECIFIED IN ONE AND NOT THE OTHER, OR IF ANY DISCREPANCIES OR DISAGREEMENTS ARE IDENTIFIED, THIS SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR ENGINEER.

B. THE CONTRACTOR SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

1.2 CONFLICTS

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIALS OR DOING ANY WORK. NO EXTRA COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS SHOWN ON THE PLANS. CONTRACTOR MUST SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS TO OWNER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK IN THE AFFECTED AREAS.

B. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE TO ASSESS CONDITIONS PRIOR TO BIDDING. IN ADDITION, CONTRACTOR SHALL PERFORM TESTING AND ADDITIONAL INVESTIGATION AS DEEMED NECESSARY TO SUBMIT A FIXED BID. IGNORANCE OF THE SITE OR PROJECT CONDITIONS WILL NOT BE GROUNDS FOR CHANGE ORDERS OR ALTERING THE SCHEDULE.

1.3 CLEANUP

A. THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE CAUSED BY EMPLOYEES. AT THE COMPLETION OF THE WORK, REMOVE ALL WASTE AND NON-CONSTRUCTION MATERIAL, INCLUDING ALL CONTRACTOR TOOLS. LEAVE THE SITE CLEAN AND READY FOR USE.

B. IF CLEARING IS REQUIRED, ALL BRUSH, STUMPS, AND OTHER WASTE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY. THE OWNER SHALL BE CONSULTED FOR SPECIFICATIONS ON TREE PLACEMENT AND DISPOSAL. IF REQUIREMENTS ARE NOT SPECIFIED, A CONSERVATIVE ASSUMPTION SHALL BE UTILIZED FOR BIDDING PURPOSES.

C. THE SITE SHALL BE LEFT IN A CONDITION EQUIVALENT TO THE PRE-CONSTRUCTION CONDITION AND SATISFACTORY TO THE OWNER.

1.4 CODES

A. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND RULES. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THE DRAWINGS OR WRITTEN SPECIFICATIONS.

B. IN ADDITION TO ALL CODES, CONTRACTOR SHALL FOLLOW ALL MANUFACTURER RECOMMENDATIONS AND APPLICABLE STANDARDS (ACI, IBC, NEC, ETC.).

1.6 QUALITY ASSURANCE

A. THE CONTRACTOR SHALL PROVIDE A PROJECT SCHEDULE PRIOR TO COMMENCING ANY WORK. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CHANGES TO THE SCHEDULE AS SOON AS THEY ARE KNOWN. THE CONTRACTOR SHALL PROVIDE 48-HOUR ADVANCE NOTICE OF SPECIFIC INSPECTION MILESTONES (SUCH AS FOUNDATION POURING). ADVANCE NOTICE WILL ALLOW FOR COORDINATION WITH INSPECTION COMPANIES.

PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL REQUEST A LIST OF INSPECTIONS FROM THE OWNER OR ENGINEER. AT A MINIMUM THIS WILL TYPICALLY INCLUDE THE FOUNDATION, GROUNDING, SUBSTANTIAL COMPLETION, AND FINAL.

B. THE CONTRACTOR SHALL TAKE PHOTOGRAPHS OF ALL COMPLETED WORK AND PROVIDE THESE TO THE OWNER ON A WEEKLY BASIS. PHOTOGRAPHS SHALL INCLUDE DOCUMENTATION OF ALL SUBGRADE WORK THAT CANNOT BE VISIBLY INSPECTED UPON COMPLETION (GROUNDING, FOUNDATION, UTILITIES, ETC.).

C. THE CONTRACTOR IS THE GUARANTOR OF ALL WORK. FAILURE TO IDENTIFY A DISCREPANCY/DEFECT OR IMMEDIATELY NOTIFY THE CONTRACTOR OF SAID DEFECT DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITIES IN THIS REGARD.

D. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT INSPECTIONS OCCUR PRIOR TO COMPLETION OF WORK. IF AN ITEM IS COMPLETED WITHOUT THE REQUESTED INSPECTION, THE OWNER WILL HAVE THE RIGHT TO ASSUME THAT THE WORK WAS NOT COMPLETED PROPERLY AND MUST BE REPLACED.

1.6 BUILDING PERMITS

THE CONTRACTOR IS RESPONSIBLE TO OBTAIN THE BUILDING PERMIT. CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AT THE JOB SITE, COMPLY WITH SPECIFIC PROJECT RELATED REQUESTS AND SUGGESTIONS MADE BY BUILDING INSPECTOR, AND INFORM THE OWNER OF ANY REQUIREMENTS THAT MAY DEVIATE FROM THE CONSTRUCTION DOCUMENTS.

1.7 FAA PERMIT AND TOWER LIGHTING

REFER TO CONSTRUCTION DOCUMENTS AND CONSTRUCTION MANAGER FOR FAA AND STATE LIGHTING REQUIREMENTS. CONTRACTOR SHALL PROVIDE TEMPORARY FAA APPROVED LIGHTING UNTIL PERMANENT LIGHTING IS OPERATIONAL. THE CONTRACTOR SHALL ENSURE THAT ANY FAA ELEVATION LIMITATIONS ARE NOT EXCEEDED.

1.8 TOWER SECURITY

THE CONTRACTOR IS RESPONSIBLE FOR SITE SECURITY THROUGHOUT THE CONSTRUCTION PHASE. THE SITE MUST BE SECURELY FENCED (PERMANENTLY OR TEMPORARILY) WITHIN 24 HOURS OF TOWER ERECTION.

1.9 SITE CONTROL

A. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION AT THE SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.

B. IF WETLANDS ARE PRESENT IN THE PROJECT VICINITY THE CONTRACTOR IS RESPONSIBLE TO TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THAT THEY ARE NOT DISTURBED IN ANY MANNER. IF DISTURBANCE OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND CONSEQUENCES, INCLUDING FINES (EVEN IF ASSESSED TO THE OWNER).

C. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF CONTRACTOR.

D. THE CONTRACTOR SHALL CONTAIN ALL CONSTRUCTION ACTIVITIES, MATERIALS, EQUIPMENT, ETC. TO THE LEASED AREA AND LEGAL EASEMENTS UNLESS PERMISSION TO DO OTHERWISE IS GRANTED BY THE PROPERTY OWNER.

1.10 CHANGE ORDER PROCEDURE

THE CONTRACTOR MUST PROVIDE NOTICE IN WRITING ON PROPER FORMS OF ANY POTENTIAL CLAIM FOR CONCEALED OR UNKNOWN CONDITIONS, OR ANY OTHER ITEM (EVEN IF A REQUEST BY OWNER) THAT MAY RESULT IN A TIME DELAY OR COST CHANGE WITHIN 1 DAY OF FIRST KNOWLEDGE. ANY CLAIM (CHANGE ORDER) MUST BE APPROVED BY THE OWNER PRIOR TO PROCEEDING OR INCURRING ANY COSTS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR AND ANY ASSOCIATED COST INCURRED WILL NOT BE PAID.

SECTION 2: EARTHWORK

2.1 SCOPE OF WORK

REFER TO THE SURVEY AND SITE PLAN FOR EXISTING GRADES AND FINAL ELEVATIONS.

2.2 SITE PREPARATION

A. CLEAR TREES, BRUSH AND DEBRIS FROM COMPOUND, ACCESS DRIVE, AND UTILITY PATH AS REQUIRED. SEE SITE PLAN FOR APPROPRIATE AREA TO BE CLEARED. REMOVE STUMPS, ORGANIC SOIL, AND OTHER DETRIMENTAL MATERIAL COMPLETELY UNDER ENTIRE COMPOUND AND DRIVE. ALL WASTE MATERIALS INCLUDING, BUT NOT LIMITED TO, STUMPS AND DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF PROPERLY.

B. STRIP ALL ORGANIC MATERIAL FROM COMPOUND AND ACCESS DRIVE. IF SITE CONTAINS WET SOIL, CONTRACTOR SHALL OVER EXCAVATE A MINIMUM OF 18 INCHES OF MATERIAL FROM THE ENTIRE COMPOUND AND ACCESS DRIVE.

C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, CONTRACTOR SHALL REMOVE ALL TOPSOIL, ORGANIC MATERIALS AND WET OR POOR SOILS. IF MORE THAN 2'-0" OF POOR SOILS ARE ENCOUNTERED, CONTRACTOR SHOULD IMMEDIATELY CONTACT CONSTRUCTION MANAGER AND/OR ENGINEER FOR GUIDANCE.

D. CONTRACTOR SHALL FOLLOW RECOMMENDATIONS CONTAINED IN PLANS AND GEOTECHNICAL REPORT.

2.3 EXCAVATION

A. CONTRACTOR SHALL EXCAVATE TO DEPTH, AND GRADES SHOWN ON THE PLANS.

MINIMUM COMPACTION SHALL BE 90% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% MAXIMUM DRY DENSITY UNDER STRUCTURAL ELEMENTS. AREAS OF SETTLEMENT IDENTIFIED WITHIN ONE YEAR OF ACCEPTANCE OF FINAL CONSTRUCTION BY OWNER WILL BE EXCAVATED, FILLED, AND RECOMPACTED AT CONTRACTOR'S EXPENSE.

B. CONTRACTOR SHALL REVIEW THE GRADING PLANS, GEOTECHNICAL REPORT, AND TOWER FOUNDATION PLANS THOROUGHLY PRIOR TO BIDDING. ANY DISCREPANCIES OR INCONSISTENCIES SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.

C. IT IS RECOMMENDED THAT THE OWNER HIRE AN INDEPENDENT GEOTECHNICAL ENGINEER TO REVIEW SOIL CONDITIONS AND AN ACI CERTIFIED INSPECTOR TO REVIEW ALL FOUNDATION ELEMENTS.

D. REGARDLESS OF THE ABOVE RECOMMENDATION, THE CONTRACTOR IS RESPONSIBLE TO OBSERVE SITE AND SOIL CONDITIONS THROUGHOUT THE CONSTRUCTION PROCESS AND COMPARE THE ABOVE TO THE GEOTECHNICAL REPORT, THE PLANS, AND THE TOWER DRAWINGS. ANY INCONSISTENCIES, DISCREPANCIES, OR ASSUMPTIONS THAT PROVE TO BE INCORRECT, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.

2.4 SITE GRADING

ANY INCONSISTENCIES BETWEEN THE GEOTECHNICAL REPORT, SITE DRAWINGS, TOWER PLANS, AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE STRICTER REQUIREMENT.

A. CONTRACTOR SHALL USE ON-SITE MATERIALS OR IMPORTED FILL TO MATCH THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE DRAWINGS. HOWEVER, IN NO CASE SHALL ORGANIC MATERIALS, WET SOIL, FROZEN SOIL, OR POOR SOIL BE USED AS ON-SITE FILL. IN ADDITION, ALL FILL (ON-SITE OR IMPORTED) SHALL BE ADEQUATELY COMPACTED PER THE EARTHWORK SPECIFICATIONS.

B. IF DISCREPANCIES ARE IDENTIFIED BETWEEN THE GRADING PLAN AND ACTUAL SITE CONDITIONS, THESE SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH WORK. ANY CHANGES TO THE GRADING PLAN CONTOURS MUST BE PREAPPROVED.

C. THE CONTRACTOR SHALL LIMIT ALL SITE GRADING AND CONSTRUCTION ACTIVITIES TO THE LEASED AREA AND ASSOCIATED EASEMENT. IF THIS IS NOT POSSIBLE, CONTACT THE PROJECT MANAGER AND OBTAIN OWNER APPROVAL PRIOR TO WORKING OUTSIDE THE ABOVE LIMITS.

D. REGARDLESS OF THE CONTOURS DEPICTED IN THE PLANS, ALL REQUIREMENTS IN THE TOWER FOUNDATION DRAWINGS (INCLUDING THE MINIMUM SOIL COVER) MUST BE ADHERED TO STRICTLY.

E. ALL FINISHED SURFACES SHOULD BE GRADED TO DRAIN FROM FOUNDATION, PROVIDE PROPER DITCHING AND ROUTING OF SURFACE WATER, AND AVOID PONDING AND EROSION.

F. ALL EXPOSED SOIL SHALL BE PROPERLY SEEDED AND PROTECTED FROM EROSION.

G. THE FINISHED GRADE SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE COMPOUND FENCE.

2.6 GRAVEL SURFACING

A. CONSTRUCT GRAVEL DRIVE AND COMPOUND AREAS USING CRUSHED AGGREGATE BASE AND FINISH COURSES AS SPECIFIED IN THE CONSTRUCTION DOCUMENTS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.

B. PLACE FILL OR STONE IN MAXIMUM EIGHT INCH LIFTS AND COMPACT TO SPECIFIED DENSITY PRIOR TO PLACING NEXT LIFT.

2.8 RETAINING WALLS

A. RETAINING WALLS TO BE INSTALLED BY AN EXPERIENCED CONTRACTOR FAMILIAR WITH AT LEAST TEN (10) PROJECTS OF SIMILAR SIZE AND SCOPE.

B. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER DESIGN CHARTS AND INSTALLATION GUIDELINES.

C. ALL BACKFILLED MATERIAL SHALL BE QUALITY SOILS (SAND, GRAVEL, OR SILTY SAND) WITH A MINIMUM SOIL BEARING CAPACITY OF 2,500 P.S.F. LL BACKFILLED MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR IN MAXIMUM 8" LIFTS.

D. DRAINAGE TILE SHALL BE USED BEHIND THE RETAINING WALL. THE DRAINAGE TILE SHALL RUN TO DAYLIGHT AT A MAXIMUM INTERVAL OF 20'. WHEN SITE CONDITIONS REQUIRE, WRAP DRAINAGE TILE IN 3/4" CRUSHED AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN.

E. RETAINING WALL EMBEDMENT SHALL BE AT LEAST THE MINIMUM SPECIFIED IN THE DRAWINGS. IN ADDITION, MINIMUM EMBEDMENT MUST EXCEED ANY MANUFACTURER DESIGN GUIDELINES.

F. ALL GEGRID MATERIAL IS TO BE COATED POLYESTER WITH A MINIMUM ALLOWABLE DESIGN STRENGTH OF LTDS = 1350 PK.

CONSULTANT:

 3161 LAUREL 13th
 JACKSONVILLE, FL 32217
 904.663.1652 VOICE
 www.edgeconsult.com

CLIENT:

 PARALLEL INFRASTRUCTURE
 7411 FULLERTON STREET
 SUITE 119
 JACKSONVILLE, FL 32224

GENERAL SPECIFICATIONS

STATE NAME: MCCOOK
 SITE ID NUMBER: 128
 FA NUMBER: 15418890
 PI NUMBER: PINE168
 MCCOOK, NE 68001

SUBMITTAL:	
INT.	DATE:
ZRS	10/28/21
	REV. A

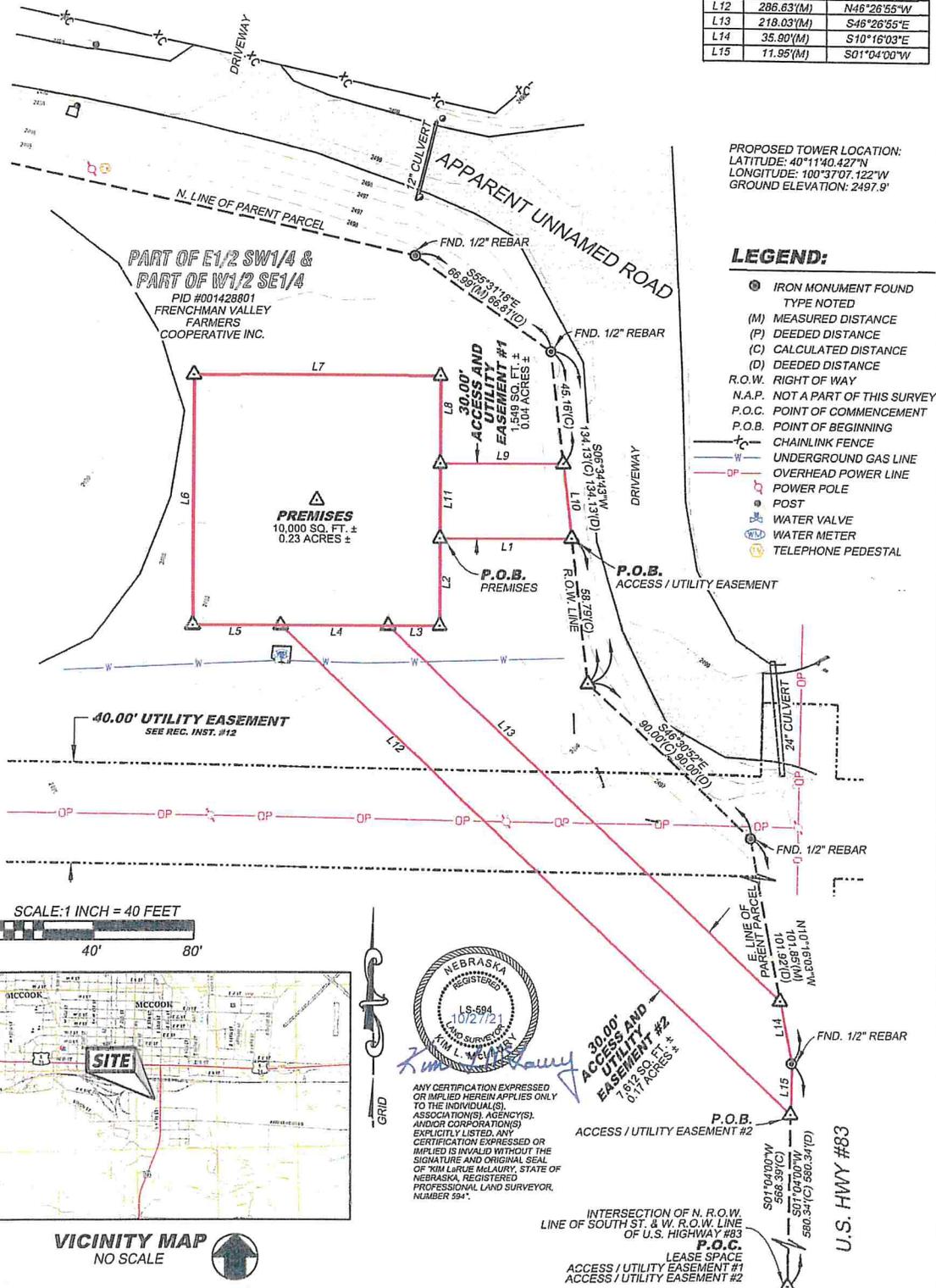
CHECKED BY:	OGD
PLAT DATE:	10/28/2021
PROJECT NUMBER:	30732
SET TYPE:	DRAFT
SHEET NUMBER:	G-002

FINAL SURVEY PINE468 McCOOK, NE

IN THE WEST HALF OF THE SOUTHEAST QUARTER
OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 29
WEST OF THE 6TH P.M., RED WILLOW COUNTY,
NEBRASKA

LINE TABLE

L1	53.56'(M)	S90°00'00"W
L2	35.00'(M)	S00°00'00"W
L3	20.88'(M)	S90°00'00"W
L4	43.54'(M)	S90°00'00"W
L5	35.58'(M)	S90°00'00"W
L6	100.00'(M)	N00°00'00"E
L7	100.00'(M)	N90°00'00"E
L8	35.00'(M)	S00°00'00"W
L9	49.90'(M)	N90°00'00"E
L10	30.20'(M)	S06°34'43"W
L11	30.00'(M)	S00°00'00"W
L12	286.63'(M)	N46°26'55"W
L13	218.03'(M)	S46°26'55"E
L14	35.90'(M)	S10°16'03"E
L15	11.95'(M)	S01°04'00"W



PROPOSED TOWER LOCATION:
LATITUDE: 40°11'40.427\"/>

LEGEND:

- IRON MONUMENT FOUND
- TYPE NOTED
- (M) MEASURED DISTANCE
- (P) DEEDED DISTANCE
- (C) CALCULATED DISTANCE
- (D) DEEDED DISTANCE
- R.O.W. RIGHT OF WAY
- N.A.P. NOT A PART OF THIS SURVEY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHAINLINK FENCE
- UNDERGROUND GAS LINE
- OVERHEAD POWER LINE
- POWER POLE
- POST
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ TELEPHONE PEDESTAL

SCALE: 1 INCH = 40 FEET



VICINITY MAP
NO SCALE



ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF KIM LARUE MCLAURY, STATE OF NEBRASKA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 594.

INTERSECTION OF N. R.O.W. LINE OF SOUTH ST. & W. R.O.W. LINE OF U.S. HIGHWAY #83
P.O.C. LEASE SPACE ACCESS / UTILITY EASEMENT #1 ACCESS / UTILITY EASEMENT #2

SURVEY CREW: JPG 06/22/21 DRAWN BY: JPK 10/11/21 PROJECT NO. 12210629 SCALE: 1" = 40'



McLaury Engineering, Inc.

P.O. BOX 1130
118 W. MAIN STREET
ELK POINT, SD 57025
(605) 356-2308

FINAL SURVEY PINE468 McCOOK, NE

SURVEYOR:

KIM L. McLAURY
1A-13202
118 WEST MAIN STREET
ELK POINT, SD 57025
PH. (605) 356-2308
FAX (605) 356-2795

APPLICANT:

PARALLEL TOWERS III LLC.

COMPLETION DATE:

FIELD WORK: 06/22/21
OFFICE DRAFTING: 06/25/21

UTILITIES:

BLACK HILLS ENERGY..... (888) 242-3969
GREAT PLAINS COMMUNICATIONS..... (605) 853-1483
CITY OF MCCOOK..... (308) 345-2022
NEBRASKA PUBLIC POWER DISTRICT..... (877) 275-6773
CTLQL - CENTURYLINK..... (800) 261-1691

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES WERE LOCATED FROM FIELD SURVEY INFORMATION ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY WERE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR DID NOT PHYSICALLY LOCATE THE UNDERGROUND UTILITIES.

ACREAGE:

PREMISES: 0.23 ACRES ±
ACCESS #1: 0.04 ACRES ±
ACCESS #2: 0.17 ACRES ±

SURVEYOR'S NOTE:

1. RECORDED INSTRUMENT #9 IS A RIGHT-OF-WAY EASEMENT BEING 100-FEET IN WIDTH TO THE REPUBLICAN VALLEY RAILROAD COMPANY IN 1880. THE EASEMENT LOCATION IS UNKNOWN. IF IT FOLLOWS AN EXISTING RAIL LINE TO THE NORTH OF THE SITE, OR IF A MAIN LINE OR SPUR LINE RAN SOMEWHERE ELSE INSIDE ITS PARENT PARCEL'S DESCRIPTION IS UNKNOWN. NO OTHER CALLS FROM THE EASEMENT GIVE AN ACCURATE LOCATION OF THE EASEMENT. THEREFORE, THE EASEMENT IS NOT PLOTTABLE.
2. RECORDED INSTRUMENT #10 IS A LICENSE TO THE PLATTE VALLEY PUBLIC POWER AND IRRIGATION DISTRICT TO CONSTRUCT AND MAINTAIN ELECTRIC TRANSMISSION LINES OVER THE CB&Q RAILROAD PROPERTY IN THE SOUTHWEST QUARTER OF THE SECTION. THE DOCUMENT DOES NOT GIVE AN ACCURATE LOCATION TO THIS CROSSING AND DOES NOT STATE WIDTHS OF "EASEMENT" FOR THE LICENSE EITHER. NO OTHER CALLS FROM THIS DOCUMENT GIVE AN ACCURATE LOCATION. THEREFORE, THE LICENSE IS NOT PLOTTABLE.
3. RECORDED INSTRUMENT #11 IS A DEED TO THE LOUP RIVER PUBLIC POWER DISTRICT OF COLUMBUS NEBRASKA. THE DEED DESCRIBES PARCELS THAT SIT INSIDE THE SW1/4 SW1/4. THE PARENT PARCEL OF THIS SURVEY IS IN THE SE1/4 SW1/4 AND THE SW1/4 SE1/4. THEREFORE ANY INFORMATION PER THIS DOCUMENT WOULD NOT EFFECT SUBJECT PROPERTY.
4. RECORDED INSTRUMENT #13 IS AN EASEMENT TO THE NEBRASKA PUBLIC POWER DISTRICT. THE MAP THAT ACCOMPANIES THIS EASEMENT THAT SHOWS THE EASEMENT'S LIMITS IS VERY POOR, BUT IT APPEARS THAT THIS EASEMENT IS ALONG THE SOUTH LINE OF THE SW1/4 SE1/4, ABOUT 650-FEET ± SOUTH OF THIS SURVEY. THEREFORE, THE EASEMENT DOES EFFECT THE SUBJECT PROPERTY BUT OUTSIDE THE SCOPE OF THIS SURVEY.
5. RECORDED INSTRUMENT #14 IS AN EASEMENT TO FRENCHMAN VALLEY FARMERS COOPERATIVE TO TRANSPORT LIQUID FERTILIZER AND CHEMICALS THROUGH AN OVERHEAD PIPE WHICH WAS TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. THE EASEMENT DOES NOT GIVE AN ACCURATE LOCATION AND DOES NOT STATE A WIDTH. NO OTHER CALLS FROM THIS DOCUMENT GIVE AN ACCURATE LOCATION. THEREFORE THE EASEMENT IS NOT PLOTTABLE.
6. RECORDED INSTRUMENT #15 IS A TEMPORARY AND PERMANENT EASEMENT TO SOURCEGAS DISTRIBUTION. THE LOCATION OF THESE TWO EASEMENTS ARE ABOUT 650-FEET SOUTH OF THIS SURVEY ALONG SOUTH STREET. THE EASEMENT DOES EFFECT THE SUBJECT PROPERTY BUT OUTSIDE THE SCOPE OF THIS SURVEY.
7. RECORDED INSTRUMENT #16 IS A PERMANENT TELECOMMUNICATIONS EASEMENT TO SPRINT COMMUNICATIONS. IT APPEARS THE EASEMENT IS TO BE 20-FEET IN WIDTH, 10-FEET ON EITHER SIDE OF THE CENTERLINE OF THE UTILITY AS IT EXISTED ON MARCH 15, 2012. THE EASEMENT DOES NOT GIVE AN ACCURATE LOCATION OTHER THAN THIS LOCATION, AND NO WAY TO KNOW IF THE LINE HAS MOVED IN THE LAST 9 YEARS IF WE DID IN FACT KNOW WHERE THE CURRENT LINE SAT. NO OTHER CALLS FROM THIS DOCUMENT GIVE AN ACCURATE LOCATION. THEREFORE THE EASEMENT IS NOT PLOTTABLE.

AN ADDITIONAL NOTE ON RECORDED INSTRUMENT #16. THE EASEMENT DOES NOT PROVIDE A MAP OF THE UTILITY IN 2012 AND ONLY GIVES THE PARCEL ID NUMBER AND OWNER OF THE PROPERTY AT THE TIME IN 2012. IT APPEARS FRENCHMAN VALLEY FARMERS COOPERATIVE HAS OWNED THIS PROPERTY SINCE 1999. THE EASEMENT TO SPRINT IN 2012 DOES NOT MAKE MENTION TO THE CURRENT PARCEL ID # OF 001428801. IT DOES MAKE MENTION TO 4 PARCEL ID NUMBERS THAT ARE STILL BEING USED, ALL STILL OWNED BY FRENCHMAN VALLEY FARMERS COOPERATIVE. THOSE NUMBERS BEING 000732500, 000727100, 000771700 AND 000803900. ALL FOUR OF THOSE PARCELS ARE ON THE NORTH SIDE OF THE CURRENT BNSF RAILROAD. IT IS POSSIBLE THAT THIS SPRINT EASEMENT DOES NOT EFFECT THE SUBJECT PROPERTY BUT UNKNOWN DUE TO CHANGING PARCEL ID NUMBERS AND NOT KNOWING IF THERE IS A SPRINT UTILITY CURRENTLY SITTING ON THE SUBJECT PROPERTY. NO LINES WERE MARKED PER NEBRASKA ONE-CALL.
8. RECORDED INSTRUMENT #18 IS A FINANCING STATEMENT BETWEEN FRENCHMAN VALLEY FARMERS COOPERATIVE AND COBANK, ACB, CREDITOR. THERE IS NOTHING TO SHOW OR LOCATE FROM THIS DOCUMENT BUT ALSO, THE 7 LEGAL DESCRIPTIONS FROM THIS DOCUMENT DO NOT INCLUDE THE DESCRIPTION OF THE SUBJECT PROPERTY SO IT DOES NOT EFFECT.
9. AN APPARENT PUBLIC RIGHT-OF-WAY EXISTS ON THE NORTH EDGE OF THE SUBJECT PROPERTY. IT IS UNNAMED ON MODERN NAVIGATION SOFTWARE AND NOT NAMED ON COUNTY OR CITY MAPS. IT DOES NOT APPEAR TO BE UNIFORM IN WIDTH PER COUNTY GIS. ONE REFERENCE FROM THE COUNTY GIS WEBSITE CALLS THIS "EAST RAILROAD SERVICE ROAD". IT IS UNKNOWN IF THIS IS IN FACT A PUBLIC RIGHT-OF-WAY. HISTORICAL IMAGES OF THE AREA SHOW THIS ROAD EXISTING AS FAR BACK AS DECEMBER OF 1985. IT IS POSSIBLE THAT THIS ROAD WAS DEDICATED THROUGH THE CITY IN AN ORDINANCE AND NOT FILED. THE SURVEYOR CAN NOT WARRANT THAT THIS IS A PUBLIC RIGHT-OF-WAY.
10. AN UNDERGROUND WATER LINE WAS MARKED RUNNING EAST-WEST IN THE SUBJECT PROPERTY. NO EASEMENT WAS SUPPLIED IN THE TITLE COMMITMENT PERTAINING TO A WATER EASEMENT. IF AN EASEMENT EXISTS FOR THIS WATER LINE, THE WIDTH OF POSSIBLE EASEMENT IS UNKNOWN.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED UPON NORTH AMERICAN DATUM OF 1983(NAD83). THE COORDINATES FOR THIS SURVEY ARE UTM(14) AT GROUND.

VERTICAL DATUM:

THE ELEVATIONS FOR THIS SURVEY ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

FLOOD ZONE:

ZONE X; AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN

MAP NUMBER: 31145C0205C
PANEL 205 OF 450
EFFECTIVE DATE: FEBRUARY 4, 2009

ZONING:

ZONE - INDUSTRIAL HEAVY (IH)
MIN. LOT AREA - 10,000 SQ. FT.
MIN. LOT WIDTH - 80'
FRONT YARD - 25'
SIDE YARD - 10'
REAR YARD 20'

NO WETLAND STATEMENT

NO WETLANDS AREAS HAVE BEEN INVESTIGATED BY THIS SURVEY.

CONTIGUITY STATEMENT

THE LEASED PREMISES IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE ACCESS AND UTILITY EASEMENT#2, WHICH IN TURN IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE U.S. HIGHWAY #83 PUBLIC RIGHT OF WAY, AND THERE ARE NO GAPS, GORES, SPACES OR OVERLAPS BETWEEN OR AMONG ANY OF SAID PARCELS OF LAND.

SURVEY CREW: JPG 06/22/21

DRAWN BY: JPK 10/11/21

PROJECT NO. 12210629

SCALE: 1" = 40'



**McLaury
Engineering, Inc.**

P.O. BOX 1130
118 W. MAIN STREET
ELK POINT, SD 57025
(605) 356-2308

FINAL SURVEY PINE468 McCOOK, NE

RECORDED INSTRUMENTS:

McLAURY ENGINEERING INC. HAS RECEIVED AND REVIEWED THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED EFFECTIVE MAY 3, 2021, BEING COMMITMENT NO. 34545660 FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. (NOT A SURVEY ITEM)
 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY ITEM)
 3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NOT A SURVEY ITEM)
 4. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY ITEM)
 5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY ITEM)
 6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (NOT A SURVEY ITEM)
- SPECIAL EXCEPTIONS:
7. TAXES FOR THE SECOND HALF OF THE YEAR 2020, AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE. (NOT A SURVEY ITEM)
 8. EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS; INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED EASEMENTS IN, OVER AND UNDER THAT ESTATE FOR THE ENTRY AND REMOVAL OF MINERALS. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING AGAINST LOSS OR DAMAGE RESULTING TO THE SURFACE OF THE LAND OR ANY IMPROVEMENTS THEREON CAUSED BY SURFACE ENTRY OR BY THE REMOVAL OF THE OIL, GAS, AND OTHER MINERALS LYING THEREUNDER. SEE INSTRUMENT RECORDED IN DEED BOOK 97, PAGE 355 AND DEED BOOK 119, PAGE 247. (NOT A SURVEY ITEM)
 9. RIGHT OF WAY DEED IN FAVOR OF REPUBLICAN VALLEY RAILROAD COMPANY SET FORTH IN INSTRUMENT RECORDED ON DECEMBER 7, 1880 IN INSTRUMENT NO. 264. (NOT PLOTTABLE - SEE NOTE #1)
 10. AGREEMENT DATED AUGUST 9, 1946, BY AND BETWEEN CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, A CORPORATION AND PLATTE VALLEY PUBLIC POWER AND IRRIGATION DISTRICT, A PUBLIC CORPORATION, RECORDED ON NOVEMBER 27, 1946 IN DEED BOOK 19, PAGE 225. (NOT PLOTTABLE - SEE NOTE #2)
 11. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN A DEED OR COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON JANUARY 10, 1958 IN DEED BOOK 79, PAGE 162 AND DEED BOOK 79, PAGE 165, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. (DOES NOT EFFECT - SEE NOTE #3)
 12. ELECTRIC TRANSMISSION LINE AERIAL EASEMENT IN FAVOR OF NEBRASKA PUBLIC POWER DISTRICT, A PUBLIC CORPORATION AND POLITICAL SUBDIVISION SET FORTH IN INSTRUMENT RECORDED ON AUGUST 29, 1979 IN DEED BOOK 67, PAGE 902. (AS SHOWN)
 13. SUPPLEMENTAL AGREEMENT TO EASEMENT IN FAVOR OF NEBRASKA PUBLIC POWER DISTRICT, A PUBLIC CORPORATION AND POLITICAL SUBDIVISION STATE OF NEBRASKA SET FORTH IN INSTRUMENT RECORDED ON JULY 8, 1980 IN DEED BOOK 69, PAGE 439. (DOES EFFECT SUBJECT PROPERTY - SEE NOTE #4)
 14. EASEMENT IN FAVOR OF FRENCHMAN VALLEY FARMERS COOPERATIVE, INC. SET FORTH IN INSTRUMENT RECORDED ON APRIL 29, 1999 IN DEED BOOK 89, PAGE 957. (NOT PLOTTABLE - SEE NOTE #5)
 15. RIGHT-OF-WAY GRANT IN FAVOR OF SOURCEGAS DISTRIBUTION LLC, A DELAWARE LIMITED LIABILITY COMPANY SET FORTH IN INSTRUMENT RECORDED ON MAY 5, 2010 IN INSTRUMENT NO. 2010-00704. (DOES EFFECT - SEE NOTE #6)
 16. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION IN FAVOR OF SPRINT COMMUNICATIONS COMPANY, L.P., ET AL. SET FORTH IN INSTRUMENT RECORDED ON DECEMBER 3, 2012 IN INSTRUMENT NO. 2013-00326. (NOT PLOTTABLE - SEE NOTE #7)
 17. REAL ESTATE MORTGAGE FROM FRENCHMAN VALLEY FARMERS COOPERATIVE, INC. GRANTOR(S), IN FAVOR OF NATIONAL BANK FOR COOPERATIVE, (A/K/A COBANK), DATED NOVEMBER 7, 1991, AND RECORDED MAY 19, 1992 IN DEED BOOK 147, PAGE 942, IN THE ORIGINAL AMOUNT OF \$50,000,000.00; AMENDMENT TO MORTGAGE, DATED NOVEMBER 7, 1991 AND RECORDED MAY 24, 1999 IN DEED BOOK 173, PAGE 224; AMENDMENT TO MORTGAGE, DATED NOVEMBER 7, 1991 AND RECORDED OCTOBER 8, 1999 IN DEED BOOK 174, PAGE 466; AMENDED AND RESTATED REAL ESTATE DEED OF TRUST DATED APRIL 22, 2010, BY AND BETWEEN FRENCHMAN VALLEY FARMERS COOPERATIVE, INC. (A/K/A FRENCHMAN VALLEY FARMERS COOPERATIVE, INC., A NEBRASKA CORPORATION), COBANK, ACB, AS TRUSTEE AND COBANK, ACB (FORMERLY KNOWN AS NATIONAL BANK FOR COOPERATIVES), RECORDED ON MAY 7, 2010 IN INSTRUMENT NO. 2010-00714; PARTIAL DEED OF RECONVEYANCE RECORDED ON FEBRUARY 19, 2016 IN INSTRUMENT NO. 2016-00247. (NOTHING TO SHOW)
 18. UCC FINANCING STATEMENT BETWEEN FRENCHMAN VALLEY FARMERS COOPERATIVE, INC., DEBTOR(S), AND COBANK, ACB, CREDITOR, FILED ON FEBRUARY 3, 2016, IN THE OFFICIAL RECORDS AS INSTRUMENT NO. 2016-00163; UCC FINANCING STATEMENT AMENDMENT (CONTINUATION), FILED ON AUGUST 24, 2020, IN THE OFFICIAL RECORDS AS INSTRUMENT NO. 2020-01358. (NOTHING TO SHOW - SEE NOTE #8)

PARENT PARCEL LEGAL DESCRIPTION:

(TAKEN FROM TITLE COMMITMENT SUPPLIED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY - COMMITMENT NUMBER 34545660 - SCHEDULE A - COMMITMENT DATE: MAY 3, 2021)

A TRACT OF LAND IN PART OF THE E $\frac{1}{4}$, SW $\frac{1}{4}$ AND PART OF THE W $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 29-T3N-R29W OF THE 6TH P.M., RED WILLOW COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE S $\frac{1}{2}$ CORNER OF SECTION 29, T3N, R29W OF THE 6TH P.M., RED WILLOW COUNTY, NEBRASKA, THENCE ON AZIMUTH 89°-57'-29" ALONG THE SECTION LINE A DISTANCE OF 379.51 FEET TO A POINT; THENCE ON AZIMUTH 00°-06'-44" A DISTANCE OF 33.06 FEET TO A POINT ON THE NORTH R.O.W. LINE OF SOUTH STREET WHICH IS THE POINT OF BEGINNING;

THENCE ON AZIMUTH 00°-06'-44" A DISTANCE OF 717.17 FEET TO A POINT;

THENCE ON AZIMUTH 269°-57'-41" A DISTANCE OF 760.64 FEET TO A POINT;

THENCE ON AZIMUTH 359°-56'-01" A DISTANCE OF 363.75 FEET TO A POINT;

THENCE ON AZIMUTH 91°-33'-05" A DISTANCE OF 120.03 FEET TO A POINT;

THENCE ON AZIMUTH 97°-10'-05" A DISTANCE OF 350.06 FEET TO A POINT;

THENCE ON AZIMUTH 102°-15'-56" A DISTANCE OF 250.00 FEET TO A POINT;

THENCE ON AZIMUTH 101°-27'-03" A DISTANCE OF 346.44 FEET TO A POINT;

THENCE ON AZIMUTH 123°-29'-43" A DISTANCE OF 66.81 FEET TO A POINT;

THENCE ON AZIMUTH 172°-05'-06" A DISTANCE OF 134.13 FEET TO A POINT;

THENCE ON AZIMUTH 132°-54'-22" A DISTANCE OF 90.00 FEET TO A POINT ON THE WEST PERMANENT EASEMENT OF HWY 83;

THENCE ON AZIMUTH 168°-45'-38" ALONG SAID EASEMENT LINE A DISTANCE OF 101.92 FEET TO A POINT;

THENCE ON AZIMUTH 180°-05'-41" ALONG SAID EASEMENT LINE A DISTANCE OF 580.34 FEET TO A POINT ON THE NORTH R.O.W. LINE OF SOUTH STREET;

THENCE ON AZIMUTH 269°-57'-29" ALONG THE NORTH R.O.W. LINE OF SOUTH STREET A DISTANCE OF 450.39 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 14.7 ACRES, MORE OR LESS.

AND BEING THE SAME PROPERTY CONVEYED TO FRENCHMAN VALLEY FARMERS COOPERATIVE, INC., A NEBRASKA CORPORATION FROM VAN DIEST SUPPLY COMPANY, AN IOWA CORPORATION, THE SUCCESSOR IN INTEREST TO COMBELT CHEMICAL COMPANY BY CORPORATION WARRANTY DEED DATED FEBRUARY 10, 1999 AND RECORDED JUNE 16, 1999 IN DEED BOOK 127, PAGE 134.

SURVEY CREW: JPG 06/22/21

DRAWN BY: JPK 10/11/21

PROJECT NO. 12210629

SCALE: 1" = 40'



**McLaury
Engineering, Inc.**

P.O. BOX 1130
118 W. MAIN STREET
ELK POINT, SD 57025
(605) 356-2308

PAGE 3 OF 4

FINAL SURVEY PINE468 McCOOK, NE

LEASE SPACE LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6th P.M., CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET AND THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #83, SAID WEST RIGHT-OF-WAY LINE ALSO BEING THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN A DEED TO FRENCHMAN VALLEY FARMERS COOPERATIVE, INC., ON JUNE 16, 1999, RECORDED AS BOOK 127, PAGE 134 OF THE RED WILLOW REGISTER OF DEEDS, SAID PARCEL DESCRIBED AS PARENT PARCEL FOR THE REMAINDER OF THIS DESCRIPTION;

THENCE N01°04'00"W, ASSUMED BEARING, ALONG THE SAID WEST RIGHT-OF-WAY LINE AND EAST LINE OF SUBJECT PROPERTY, A DISTANCE OF 580.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF AN APPARENT AND UNNAMED ROAD;

THENCE N10°16'03"W, ALONG APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 101.85 FEET;

THENCE N46°30'52"W, ALONG APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 90.00 FEET;

THENCE N06°34'43"W, ALONG APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 58.79 FEET;

THENCE S90°00'00"W, A DISTANCE OF 53.36 FEET TO THE POINT OF BEGINNING;

THENCE S00°00'00"W, A DISTANCE OF 35.00 FEET;

THENCE S90°00'00"W, A DISTANCE OF 100.00 FEET;

THENCE N00°00'00"E, A DISTANCE OF 100.00 FEET;

THENCE N90°00'00"E, A DISTANCE OF 100.00 FEET;

THENCE S00°00'00"W, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

ACCESS / UTILITY EASEMENT #1 LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6th P.M., CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET AND THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #83, SAID WEST RIGHT-OF-WAY LINE ALSO BEING THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN A DEED TO FRENCHMAN VALLEY FARMERS COOPERATIVE, INC., ON JUNE 16, 1999, RECORDED AS BOOK 127, PAGE 134 OF THE RED WILLOW REGISTER OF DEEDS, SAID PARCEL DESCRIBED AS PARENT PARCEL FOR THE REMAINDER OF THIS DESCRIPTION;

THENCE N01°04'00"W, ASSUMED BEARING, ALONG THE SAID WEST RIGHT-OF-WAY LINE AND EAST LINE OF SUBJECT PROPERTY, A DISTANCE OF 580.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF AN APPARENT AND UNNAMED ROAD;

THENCE N10°16'03"W, ALONG APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 101.85 FEET;

THENCE N46°30'52"W, ALONG APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 90.00 FEET;

THENCE N06°34'43"W, ALONG APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 58.79 FEET TO THE POINT OF BEGINNING;

THENCE S90°00'00"W, A DISTANCE OF 53.36 FEET;

THENCE N00°00'00"E, A DISTANCE OF 30.00 FEET;

THENCE N90°00'00"E, A DISTANCE OF 49.90 FEET TO THE APPARENT SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY;

THENCE S06°34'43"E, ALONG THE APPARENET SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 30.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,549 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

ACCESS / UTILITY EASEMENT #2 LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 29 WEST OF THE 6th P.M., CITY OF McCOOK, RED WILLOW COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET AND THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY #83, SAID WEST RIGHT-OF-WAY LINE ALSO BEING THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN A DEED TO FRENCHMAN VALLEY FARMERS COOPERATIVE, INC., ON JUNE 16, 1999, RECORDED AS BOOK 127, PAGE 134 OF THE RED WILLOW REGISTER OF DEEDS, SAID PARCEL DESCRIBED AS PARENT PARCEL FOR THE REMAINDER OF THIS DESCRIPTION;

THENCE N01°04'00"W, ASSUMED BEARING, ALONG THE SAID WEST RIGHT-OF-WAY LINE AND EAST LINE OF SUBJECT PROPERTY, A DISTANCE OF 568.39 FEET TO THE POINT OF BEGINNING;

THENCE N46°26'55"W, A DISTANCE OF 286.63 FEET;

THENCE N90°00'00"E, A DISTANCE OF 43.54 FEET;

THENCE S46°26'55"E, A DISTANCE OF 218.03 FEET;

THENCE S10°16'03"E, ALONG THE WEST RIGHT-OF-WAY LINE US HIGHWAY #83, A DISTANCE OF 35.90 FEET;

THENCE S01°04'00"W, ALONG THE WEST RIGHT-OF-WAY LINE US HIGHWAY #83, A DISTANCE OF 11.95 FEET BACK TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 7,612 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION:

TO PARALLEL TOWERS III LLC, A DELAWARE LIMITED LIABILITY COMPANY; ITS SUCESSORS, ASSISNS AND/OR DESINEES AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

I, KIM L. McLAURY, A NEBRASKA PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE NEBRASKA REQUIREMENTS. THE FIELD WORK WAS COMPLETED ON JUNE 22, 2021.

SIGNATURE: _____

NAME: KIM L. McLAURY, NERLS #594

DATE: 10/11/2021



SURVEY CREW: JPG 06/22/21

DRAWN BY: JFK 10/11/21

PROJECT NO. 12210629

SCALE: 1" = 40'



**McLaury
Engineering, Inc.**

P.O. BOX 1130
118 W. MAIN STREET
ELK POINT, SD 57025
(605) 356-2308

PAGE 4 OF 4



NORTH

PARCEL ID:
001428801

PROPOSED SELF-SUPPORT TOWER
DESIGNED BY OTHERS;
SEE T-201 FOR DETAILS
APPROX. TOWER SETBACK FROM
WEST PROPERTY LINE: 1073'-0"
SOUTH PROPERTY LINE: 812'-11"

EXISTING
UNDERGROUND
UTILITIES (TYP.)

EXISTING WATER
VALVE

EXISTING 40' WIDE UTILITY
EASEMENT, SEE REC. INST. #12

EXTENT OF PROPOSED 30' WIDE
PARALLEL INFRASTRUCTURE
ACCESS AND UTILITY EASEMENT

EXISTING
OVERHEAD
UTILITIES (TYP.)

PROPOSED UNDERGROUND UTILITY
CONDUIT ROUTING; SEE E-102 FOR
DETAILS, VERIFY ROUTE AND SOURCE
WITH LOCAL PROVIDER

PROPOSED 100'-0" x 100'-0"
PARALLEL INFRASTRUCTURE
LEASE AREA

PROPOSED 60'-0" x 60'-0"
FENCED COMPOUND

DISTANCE FROM R.O.W. TO TOWER CENTER @ 101'-0"

DISTANCE FROM R.O.W. TO TOWER CENTER @ 104'-0"

PROPOSED TRANSFORMER
AND FIBER HANDOFF; SEE E-102 FOR DETAILS

PROPOSED 12'-0" WIDE GRAVEL
ACCESS DRIVE; APPROX. 62'
TOTAL LENGTH

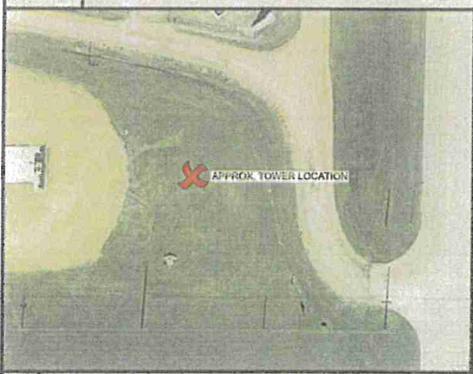
EXTENT OF PROPOSED 30' WIDE
PARALLEL INFRASTRUCTURE
ACCESS EASEMENT

PROPOSED 14" x 36" CMP CULVERT @ 1% MIN. SLOPE;
LENGTH INCLUDES APRON ENDWALLS;
SEE C-501 FOR DETAILS

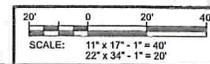
TIE PROPOSED GRAVEL DRIVE
INTO EXISTING ROADWAY

UNNAMED ROAD

BLUE STAR MEMORIAL HWY



AERIAL OVERVIEW OF SITE



CONSULTANT:
Edge
Consulting Engineers, Inc.
2101 HWY. 13 W.
BURNSVILLE, IN 47337
852.653.1032 VOICE
www.edgeconsult.com

CLIENT:
Parallel
INFRASTRUCTURE
PARALLEL INFRASTRUCTURE
7411 FULLERTON STREET
SUITE 110
JACKSONVILLE, FL 32256

SITE PLAN
SITE NAME: MCCOOK
SITE ID NUMBER: TBD
DRAWING NUMBER: 30732
PLAN NUMBER: P-1000
MCCOOK, NE 68001

INT.	DATE	DESCRIPTION
ZRS	10/2/21	REV. A

CHECKED BY	OGD
PILOT DATE	10/28/2021
PROJECT NUMBER	30732
SET TYPE	DRAFT
SHEET NUMBER	C-101

KEYNOTES: (THIS SHEET)

- (A) MAINTAIN 2-FOOT CLEARANCE FROM ALL STRUCTURES
- (B) TOWER GROUND RING, #2 SOLID BARE TINNED COPPER
- (C) GROUND LEADS FROM TOWER STEEL TO GROUND RING (TYP. OF 3) (USE GROUNDING TABS WHEN AVAILABLE), #2 SOLID BARE TINNED COPPER
- (D) TOWER FOUNDATION GROUND, #2 SOLID BARE TINNED COPPER
- (E) MULTI-METER RACK POST (TYP.)
- (F) GROUND ELECTRIC METER HOUSING TO (2) INDEPENDENT GROUND RODS, SPACED 10' O.C. WITH #2 SOLID BARE TINNED COPPER
- (G) GATE GROUND LEAD
- (H) PERIPHERAL GROUND RING SHOULD BE INSTALLED 1' TO 2' INSIDE THE FENCED LINE, #2 SOLID BARE TINNED COPPER
- (I) FENCE CORNER GROUND LEAD, GROUND FENCE WITHIN 25- FEET OF TOWER
- (J) (2) #2 SOLID BARE TINNED COPPER GROUND LEADS TO GROUND RING FOR FUTURE CARRIER GROUND BAR
- (K) 4" x 12" x 1/4" GRAND BAR INSIDE FIBER HAND HOLE; CONTRACTOR TO DRIVE GROUND ROD AND CLAMP TO GROUND BAR
- (L) GROUND INSPECTION WELL
- (M) GROUND ROD

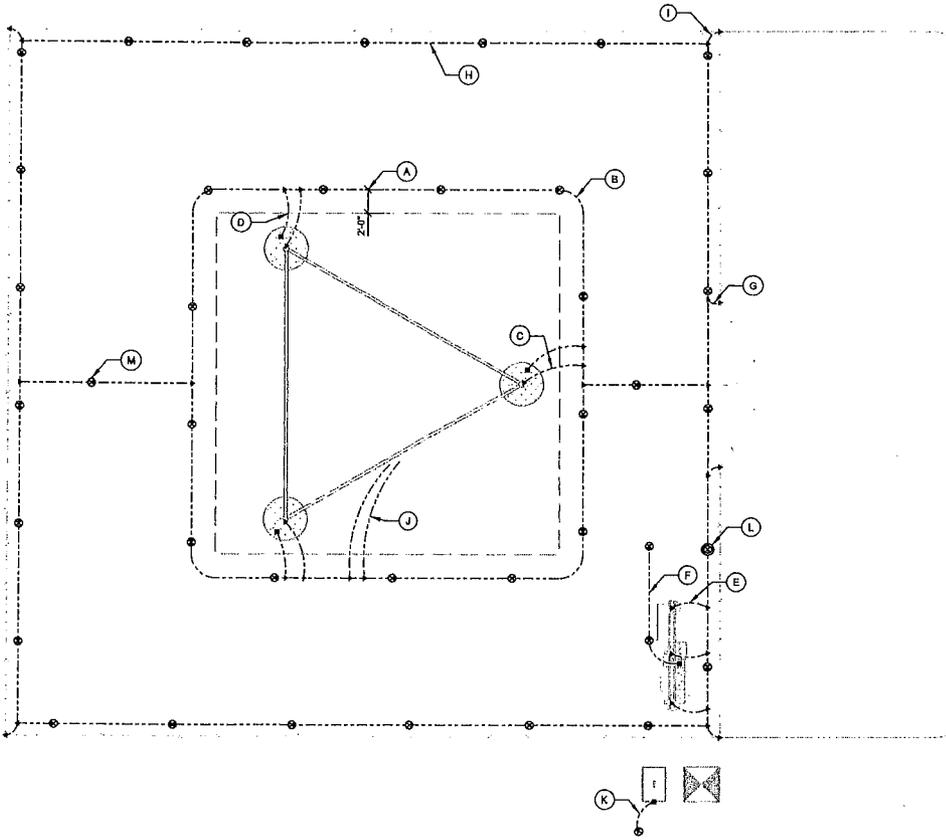


GROUNDING LEGEND: (THIS SHEET)

- ▲ EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION
- MECHANICAL CONNECTION
- GROUND LEAD
- ⊗ GROUND INSPECTION WELL
- ⊗ COPPER CLAD GROUND ROD, (5/8" DIA. x 8' LONG) SPACE @ 10' O.C. MAX.
- ⊗ COPPER PLATE, (18" x 18" x .032" THK) SPACE @ 10' O.C. MAX.

NOTES: (THIS SHEET)

1. ALL EXTERIOR GROUNDING SHALL MEET OR EXCEED THE CURRENT NEC AND NFPA 780 CODE.
2. THE GROUNDING SYSTEM & CONDUCTORS SHALL BE INSPECTED PRIOR TO BACK FILLING WITH RESULTS APPROVED BY THE CARRIER. THE SYSTEM SHALL PROVIDE 5 OHM OR LESS RESISTANCE UPON COMPLETION.
3. HIGH COMPRESSION TYPE CONNECTORS SHALL BE USED FOR SECONDARY GROUNDING CONDUCTOR TO MAIN GROUNDING CONDUCTOR CONNECTIONS. AFTER INSPECTION CONNECTIONS SHALL BE WRAPPED WITH ELECTRICAL VINYL TAPE.
4. ALL MECHANICAL CONNECTIONS SHALL INCLUDE ANTI-OXIDANT COMPOUND BETWEEN LUG & CONNECTION POINT. SCRAPE PAINT FROM OBJECT BEING CONNECTED TO. TOUCH UP PAINT ANY EXPOSED METAL AFTER CONNECTION IS INSTALLED.
5. GROUNDING CONDUCTORS SHALL MAINTAIN, TO THE EXTENT PRACTICAL, A HORIZONTAL OR DOWNWARD DIRECTION FREE FROM UP AND DOWN POCKETS. THE RADIUS OF BEND SHALL NOT BE LESS THAN 6" AND THE ANGLE OF ANY BEND SHALL NOT BE SHARPER (LESS) THAN 90°.
6. THE MAXIMUM HORIZONTAL AND VERTICAL SPACING BETWEEN GROUNDING CONDUCTOR (NOT IN CONDUIT) SUPPORTS SHALL NOT EXCEED 4 FT.
7. IF A GROUNDING CONDUCTOR IS INSTALLED IN FERROUS METAL CONDUITS, THE CONDUCTOR SHALL BE BONDED TO THE TOP AND BOTTOM OF THE CONDUIT.
8. ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 3/4" PVC & SEALED WITH SILICONE ON BOTH ENDS.
9. ALL ABOVE GRADE EXOTHERMIC CONNECTIONS (TO GALVANIZED ITEMS) SHALL BE SPRAYED WITH COLD GALVANIZING COMPOUND TO PREVENT CORROSION.
10. GROUND RINGS & TOP OF RODS SHALL BE INSTALLED AT 30" BELOW FINISHED GRADE.
11. INSTALL 18" x 18" COPPER PLATES IN LIEU OF GROUND RODS WHEN INSTALLING OVER TOWER FOUNDATION OR WHERE DRIVING GROUND RODS IS NOT FEASIBLE. REFER TO GEOTECH REPORT FOR SOIL CONDITIONS.



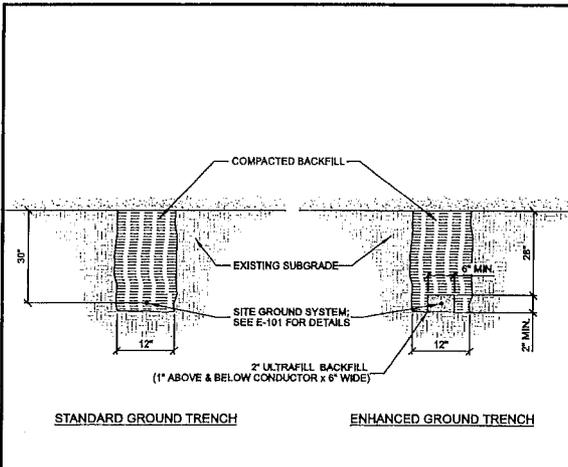
CONSULTANT:
Edge
 Consulting Engineers, Inc.
 2151 HWY. 13 W.
 JACKSONVILLE, FL 32217
 904.832.1022 VOICE
 www.edgeconsult.com

CLIENT:
Parallel
 INFRASTRUCTURE
 PARALLEL INFRASTRUCTURE
 7411 FALLOUTON STREET
 SUITE 110
 JACKSONVILLE, FL 32256

GROUNDING PLAN
 SITE NAME: MCCOOK
 PROJECT NO: 30732
 PLAN NUMBER: PINEAGS
 P/N NUMBER: PINEAGS
 MCCOOK, NE 65001

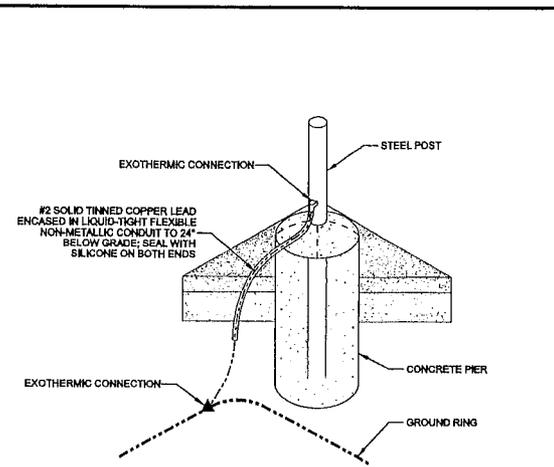
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INT. DATE:	DESCRIPTION:
07/28/2021	REV. A

CHECKED BY:	OGD
PLOT DATE:	10/28/2021
PROJECT NUMBER:	30732
SET TYPE:	DRAFT
SHEET NUMBER:	E-101

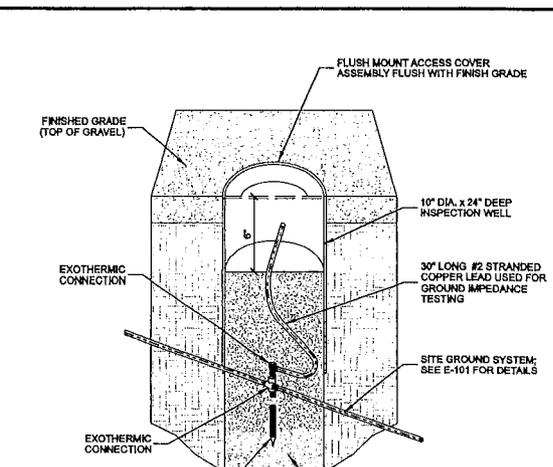


A GROUND TRENCH

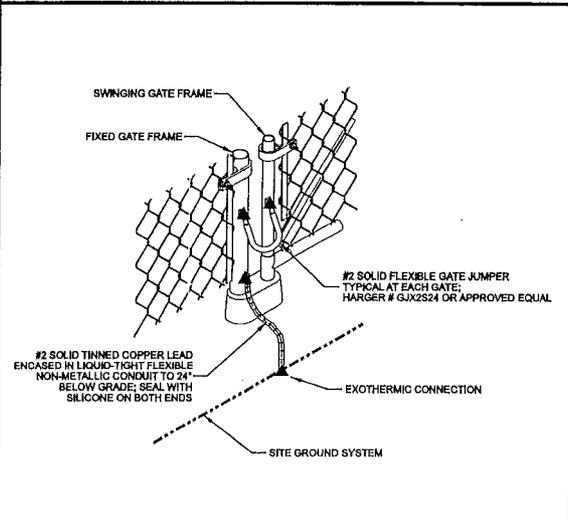
- NOTES:
- GROUNDING TRENCHES TO BE BACK FILLED WITH NATIVE SOIL.
 - COMPACT BACK FILL TO 95% MODIFIED PROCTOR.
 - CONTACT PSC MINIMUM 24HRS NOTICE PRIOR TO BACK FILLING TO ALLOW FOR INSPECTION.



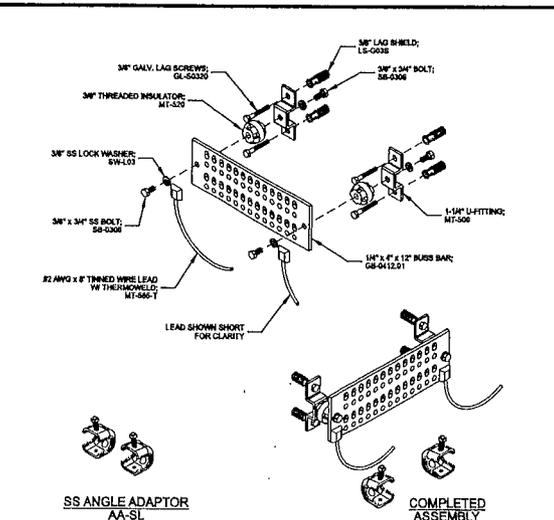
B POST GROUNDING



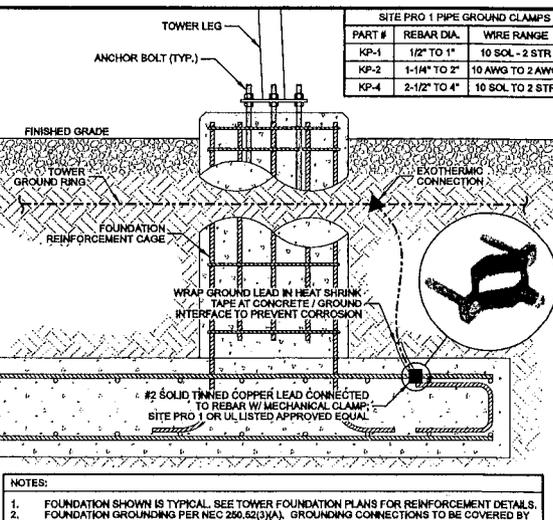
C INSPECTION WELL



D FENCE GATE GROUNDING



E GROUND AND BUSS BAR



- NOTES:
- FOUNDATION SHOWN IS TYPICAL. SEE TOWER FOUNDATION PLANS FOR REINFORCEMENT DETAILS.
 - FOUNDATION GROUNDING PER NEC 250.52(3)(A). GROUNDING CONNECTIONS TO BE COVERED BY A MINIMUM OF 3" CONCRETE AND BE MADE TO A MIN. 20' CONTINUOUS REBAR.

F TOWER FOUNDATION GROUNDING

CONSULTANT:

Edge
Consulting Engineers, Inc.
2301 HWY. 15 N.
DAVENPORT, FL 33427
941.343.1000
www.edgeconsult.com

CLIENT:

Parallel Infrastructure
PARALLEL INFRASTRUCTURE
7411 FALLEN TOWER STREET
SUITE 118
JACKSONVILLE, FL 32244

GROUNDING DETAILS

SITE NAME: MCCOOK
SITE ID: 10000000000000000000
PI NUMBER: PIN1668
MCCOOK, NE 6900

SUBMITTAL:	
INT.	DATE:
ZHS	10/26/21
	REV. A

CHECKED BY: OGD

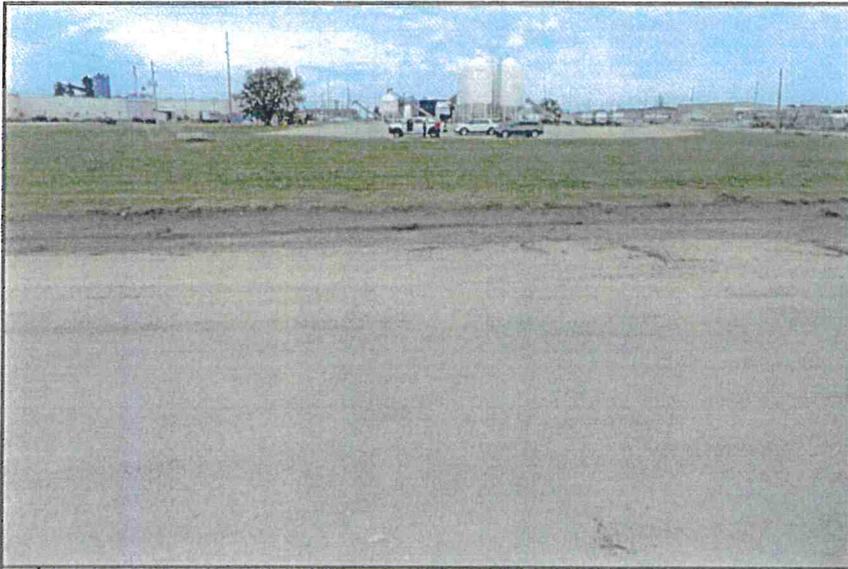
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PROJECT NUMBER: 30732

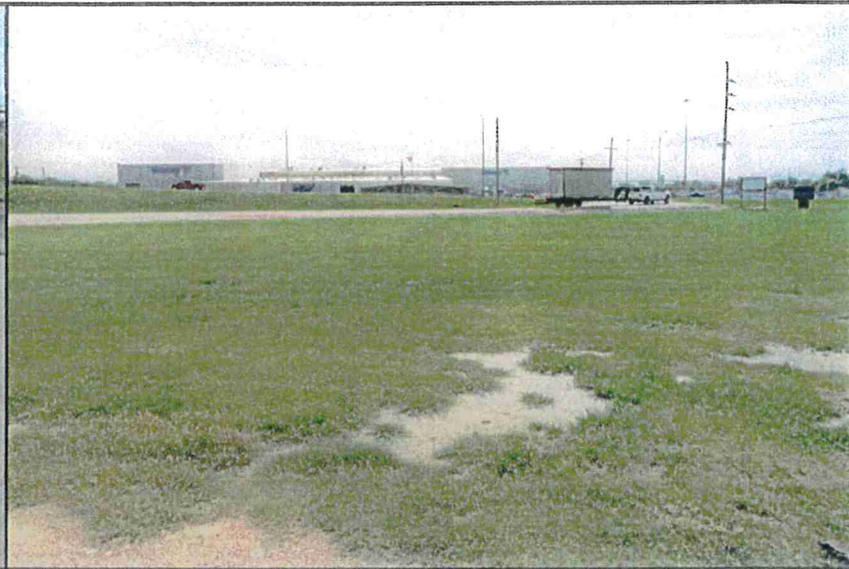
SET TYPE: DRAFT

SHEET NUMBER: **E-501**

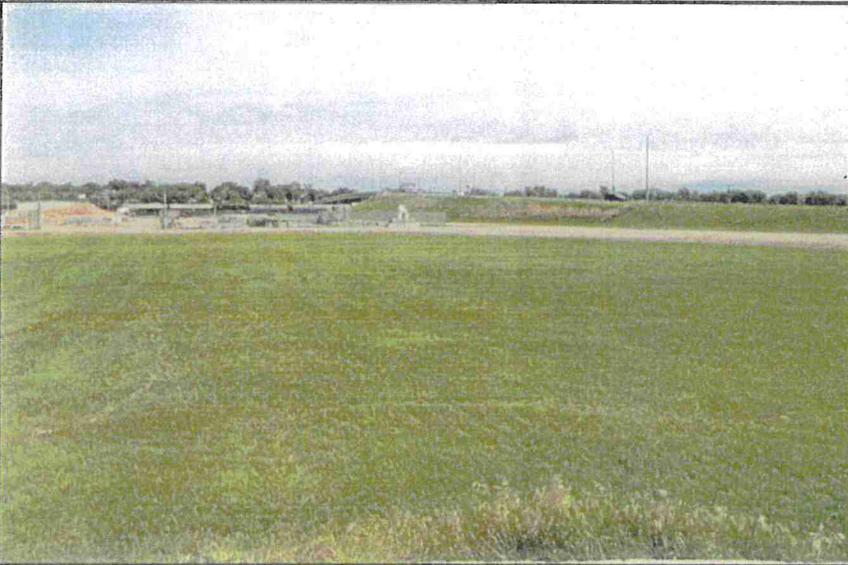
EDGE CONSULTING ENGINEERS, INC.



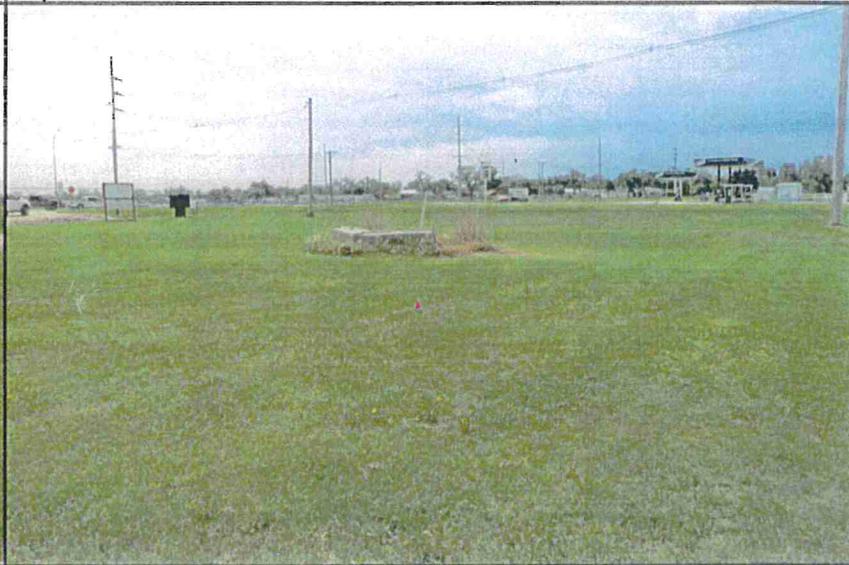
A PROPOSED ACCESS DRIVE



B SITE OVERVIEW



C PROPOSED LEASE AREA LOCATION



D PROPOSED UTILITY ROUTING

CONSULTANT:

 Consulting Engineers, Inc.
 2101 HWY. 13 W.
 BURNSVILLE, MN 55337
 651.263.1022 VOICE
 www.edgeconsult.com

CLIENT:

 PARALLEL INFRASTRUCTURE
 1411 FULLERTON STREET
 SUITE 110
 JACKSONVILLE, FL 32206

SITE PHOTOS
 SITE NAME: MCCOOK
 SITE ID NUMBER: TBD
 FA NUMBER: PINE468
 PI NUMBER: MCCOOK, NE 69001

SUBMITTAL:

REV.	DATE	DESCRIPTION
2/16	10/28/21	REV. A

CHECKED BY: OGD
 PLOT DATE: 10/28/2021
 PROJECT NUMBER: 30732
 SET TYPE: DRAFT

SHEET NUMBER: **R-901**

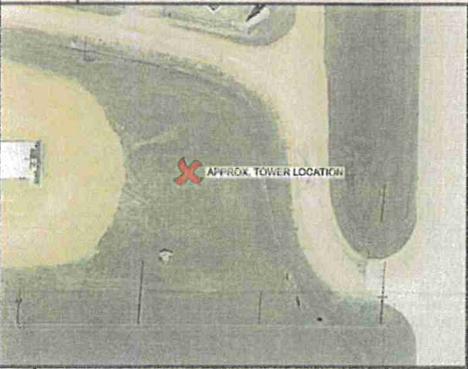
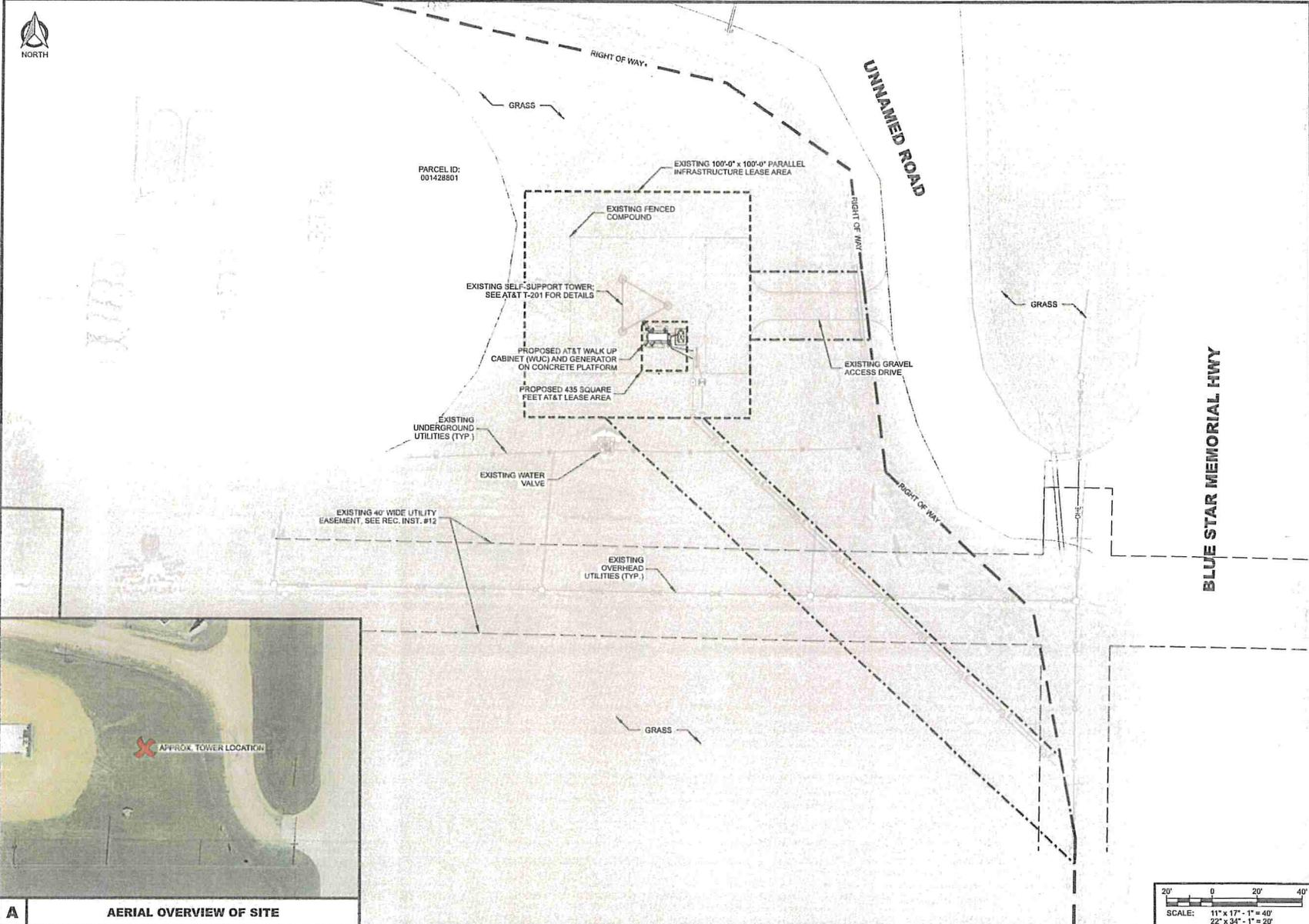
L:\071818\7320\34\JAC\DCP\901.dwg



CONSULTANT:
Edge
 Consulting Engineers, Inc.
 2101 HWY. 13 W.
 BURNSVILLE, MN 55337
 612.893.1022 VOICE
 www.edgeconsult.com



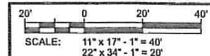
SITE PLAN
 SITE NAME: MCCOOK
 SITE ID NUMBER: TBD
 FA NUMBER: 1541850
 PI NUMBER: PINE468
 MCCOOK, NE 69001

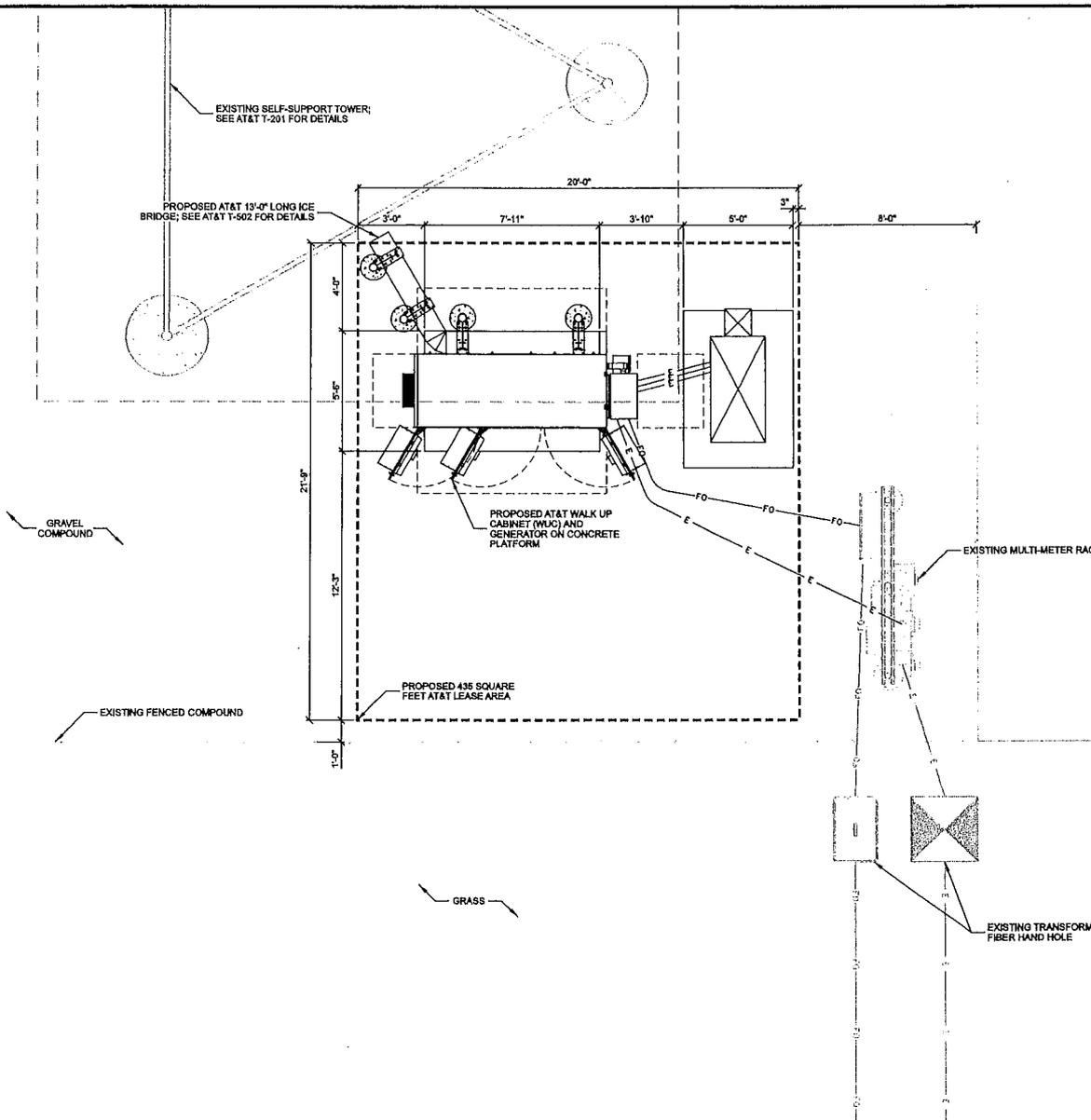


A AERIAL OVERVIEW OF SITE

SUBMITTAL:		
REV.	DATE	DESCRIPTION
001	10/28/21	REV. A

CHECKED BY:	OGD
PLOT DATE:	10/28/2021
PROJECT NUMBER:	30732
SET TYPE:	DRAFT
SHEET NUMBER:	AT&T C-101





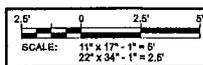
CONSULTANT:
 **Edge**
 Consulting Engineers, Inc.
 2101 HWY. 13 W.
 SUITE 1000
 952.843.1032 VOICEMAIL
 www.edgecons.com

CLIENT:


ENLARGED SITE PLAN
 CLIENT NAME: MCCOOK
 SITE ID NUMBER: TBD
 P/N NUMBER: 15418850
 P/N NUMBER: P195488
 MCCOOK, NE 68601

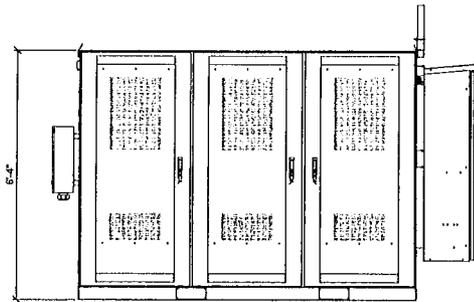
REV.	DATE	DESCRIPTION
ZRS	10/28/21	REV. A

CHECKED BY	OGD
PLOT DATE	10/28/2021
PROJECT NUMBER	30732
SHEET TYPE	DRAFT



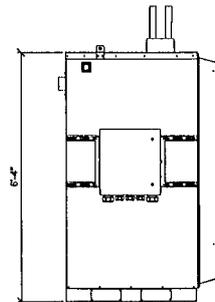
SHEET NUMBER **AT&T C-102**
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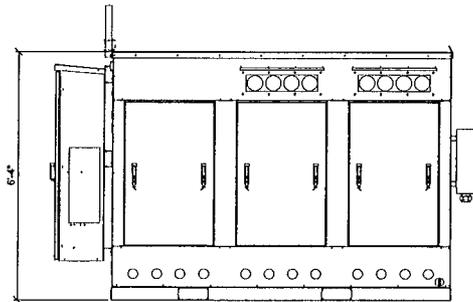
NOTE:
1. CONDUITS AND CABLING NOT SHOWN FOR CLARITY.

A WALK UP CABINET ELEVATION - FRONT
SCALE: 11" x 17" - 3/4" = 1'-0"
22" x 34" - 1-1/2" = 1'-0"



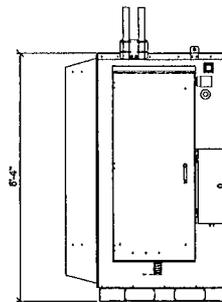
NOTE:
1. CONDUITS AND CABLING NOT SHOWN FOR CLARITY.

B WALK UP CABINET ELEVATION - LEFT
SCALE: 11" x 17" - 3/4" = 1'-0"
22" x 34" - 1-1/2" = 1'-0"



NOTE:
1. CONDUITS AND CABLING NOT SHOWN FOR CLARITY.

C WALK UP CABINET ELEVATION - REAR
SCALE: 11" x 17" - 3/4" = 1'-0"
22" x 34" - 1-1/2" = 1'-0"



NOTE:
1. CONDUITS AND CABLING NOT SHOWN FOR CLARITY.

D WALK UP CABINET ELEVATION - RIGHT
SCALE: 11" x 17" - 3/4" = 1'-0"
22" x 34" - 1-1/2" = 1'-0"

CONSULTANT:
Edge
Consulting Engineers, Inc.
2101 HWY. 13 W.
BOWLING GREEN, OH 43021
952-883-1812 VOICEMAIL
www.edgeconsult.com



EQUIPMENT PAD DETAILS
SITE NAME: MCCOOK
SITE ID NUMBER: TRD
PA NUMBER: 154-6850
PROJECT NUMBER: 30732
MCCOOK, NE 68001

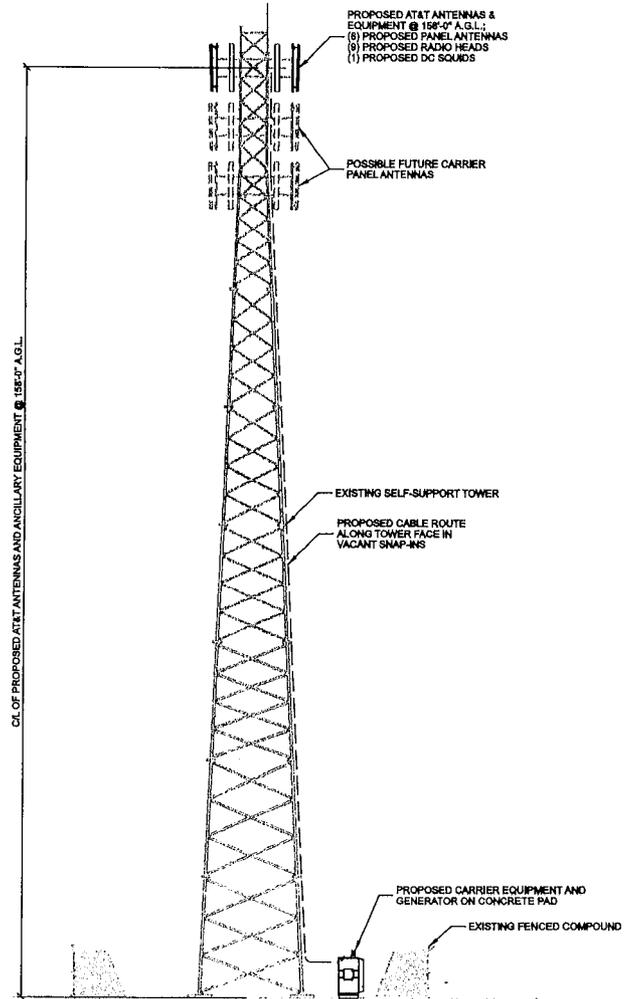
SUBMITTALS		
INT.	DATE	DESCRIPTION
ZRS	10/28/21	REV. A

CHECKED BY:	OGD
PLOT DATE:	10/28/2021
PROJECT NUMBER:	30732
SET TYPE:	DRAFT
SHEET NUMBER:	AT&T A-501

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L:\2021\20210720-164-CDC\DWG\MAT_201.dwg



A SITE ELEVATION
 SCALE: 1" x 17" - 1" = 20'-0"
 22" x 34" - 1" = 10'-0"

CONSULTANT:
Edge
 Consulting Engineers, Inc.
 2181 HWY. 13 W
 BURTONVILLE, MI 48317
 810.383.1828 VOICE
 www.edgeca.com

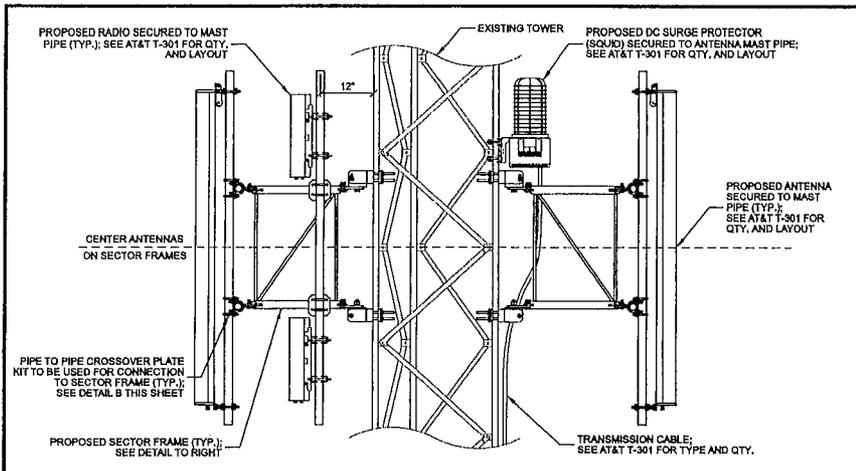
CLIENT:


SITE ELEVATION
 SITE NAME: MCCOOK
 ID NUMBER: 1000
 FILE NUMBER: 161488
 PIN NUMBER: PINE488
 MCCOOK, NE 68001

SUBMITTALS		
INT.	DATE	DESCRIPTION
2RS	10/28/21	REV. A

CHECKED BY:	OGD
PLOT DATE:	10/28/2021
PROJECT NUMBER:	30732
SHEET TYPE:	DRAFT
SHEET NUMBER:	AT&T T-201

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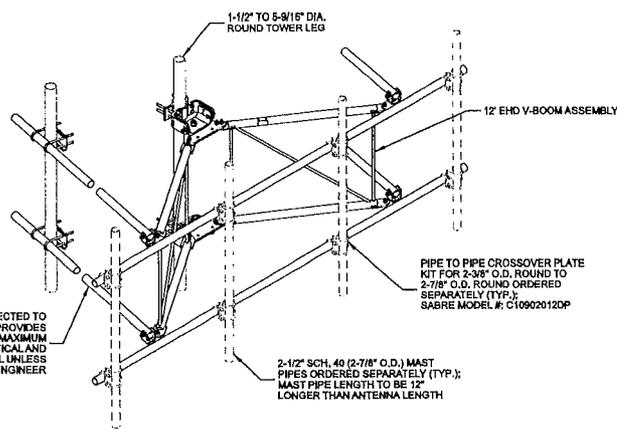


- NOTE:
1. ROUTE CABLES ALONG ROUND MEMBERS ON TOWER STANDOFFS OR TRAP BOXES AND SNAP-IN HANGERS; SEE DETAIL BELOW.
 2. ROUTE POWER AND FIBER CABLES FROM RAYCAP SPD TO REMOTE RADIOS IN 1-1/4" INNERDUCT (TYP. EACH SECTOR). CONTRACTOR TO INSTALL INNERDUCT SO THAT THE ENDS TERMINATE EITHER HORIZONTALLY OR DOWN TO PREVENT WATER INGRESS.

A ANTENNA & EQUIPMENT MOUNTING

MANUFACTURER: SABRE
MODEL: C10-857-007C
12 EHD V-BOOM ASSEMBLY W/ TIEBACKS
ANGLE LEG ADAPTER W/ TIEBACK:
SABRE PART #: C10171010
LARGE LEG ADAPTER KIT (HD):
SABRE PART #: C10171006
5-3/4" TO 12-3/4" DIA. ROUND LEGS
5" TO 14" 60° ANGLE LEGS
5" TO 19" 90° ANGLE LEGS

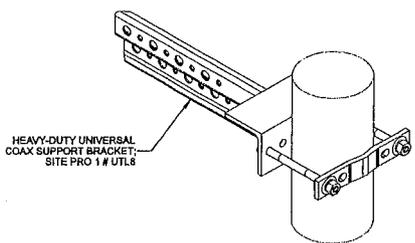
NOTE:
DETAILS AND NOTES SHOWN IN AT&T T-501 DETAIL B WERE PROVIDED TO EDGE CONSULTING IN AT&T WUG GLOBAL TEMPLATE BY AT&T.



- NOTE:
1. CONTRACTOR TO VERIFY TOWER LEG SIZE AND SUITABILITY OF PROPOSED MOUNT FOR SITUATION. IF AN ALTERNATIVE SOLUTION IS PROPOSED, NOTIFY ENGINEER AND OWNER PRIOR TO PROCEEDING.
 2. PREFERRED TIEBACK LAYOUT: SECURED TO OPPOSITE SIDES OF V-BOOM. (1) ATTACHED TO UPPER HORIZONTAL, (1) ATTACHED TO LOWER HORIZONTAL.

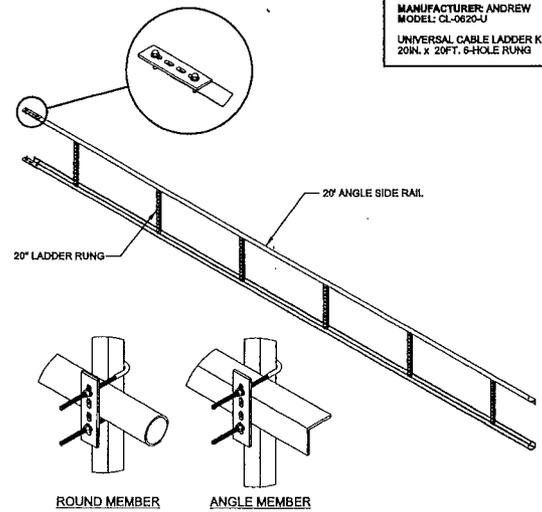
B SECTOR FRAME ASSEMBLY

MANUFACTURER: SITE PRO 1
MODEL: UT/L6
HEAVY-DUTY UNIVERSAL SUPPORT BRACKET
MOUNTS TO ROUND MEMBERS (1-1/2" O.D. TO 5-1/2" O.D.)
PUNCHED WITH 3/4" DIA. HOLES FOR SNAP-IN HANGERS AND 7/16" DIA. HOLES FOR HARDWARE
HOT-DIP GALVANIZED
CAN BE BOLTED DIRECTLY TO PROOD KNOCK-DOWN LEGS WITH INCLUDED HARDWARE



C HEAVY-DUTY UNIVERSAL COAX SUPPORT BRACKET

MANUFACTURER: ANDREW
MODEL: CL-0620-U
UNIVERSAL CABLE LADDER KIT
20IN. x 20FT. 6-HOLE RUNG



D CABLE LADDER

NOTE:
IF AN ALTERNATIVE MOUNT IS PROPOSED, NOTIFY THE ENGINEER OR CONSTRUCTION MANAGER PRIOR TO PROCEEDING.

APPROVED AT&T MOUNTS - GUYED TOWER

MANUFACTURER	MODEL NUMBER
ADVANCED TOWER	HEAVY WLL-1-NP
BETTER METAL	BVM-12K-WLL-1
COMSCOPE	SFG2CG-12-B
CONNECT-IT WIRELESS	PVFM12-3-B
KENWOOD TELECOM	T1672KT12
NEWAVE	ATV1-312-3
ROHN PRODUCTS	(3) KY2016A12 & (3) KY1995A
SABRE	C10-857-007C
VALMONT	VFA10-HD17SNP

APPROVED AT&T MOUNTS - SELF-SUPPORT TOWER

MANUFACTURER	MODEL NUMBER
ADVANCED TOWER	HEAVY WLL-3-NP
BETTER METAL	BVM-U12K-WLL-3
COMSCOPE	SFG2CT-12-B3
CONNECT-IT WIRELESS	3-PVFM12-3-B
KENWOOD TELECOM	T1672KT12-3S
NEWAVE	ATV-312-3
ROHN PRODUCTS	(3) KY2016A12 & (3) KY1995A
SABRE	C10-857-007C
VALMONT	VFA10-HD37SNP

CONSULTANT:
Edge
Consulting Engineers, Inc.
2101 HWY. 13 W.
BURNSVILLE, MN 55337
612.834.1033 VOICE
www.edgecon.com



INSTALLATION DETAILS

SITE NAME: MCCOOK
SITE ID NUMBER: TBD
FA NUMBER: 15418950
PI NUMBER: PIN2668
MCCOOK, NE 68001

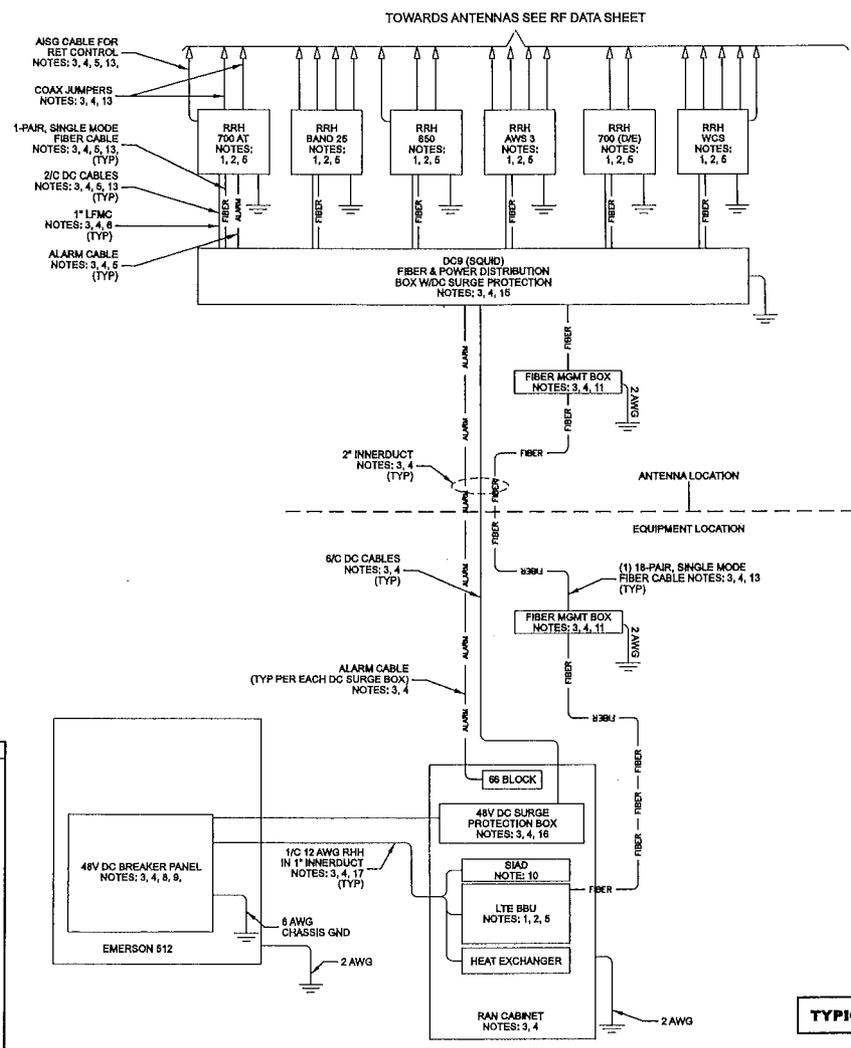
SUBMITTAL:

INT.	DATE:	DESCRIPTION:
ZRS	10/28/21	REV. A

CHECKED BY: OGD
PLOT DATE: 10/28/2021
PROJECT NUMBER: 30732
SET TYPE: DRAFT
SHEET NUMBER: AT&T T-501

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
ZRS	10/28/21	REV. A

CHECKED BY:	OGD
PILOT DATE:	10/28/2021
PROJECT NUMBER:	30732
SET TYPE:	DRAFT
SHEET NUMBER:	AT&T T-503



TYPICAL PER SECTOR

A DC/FIBER SYSTEM DIAGRAM

NOTES:
 DC/FIBER SYSTEM DIAGRAM SUPPLIED BY OTHERS AND INCLUDED FOR CONVENIENCE

- NOTES:
- FURNISHED BY OEM/AT&T.
 - INSTALLED BY OEM OR AS SCOPED BY MARKET.
 - FURNISHED BY OTHERS
 - INSTALLED BY OTHERS
 - FINAL CONNECTION BY OEM OR AS SCOPED BY MARKET.
 - OPEN END OF LFMC TO BE LEFT WEATHERPROOFED UNTIL TERMINATED.
 - DELETED.
 - BREAKERS SPECIFIED SOLD SEPARATELY.
 - BREAKERS TO BE TAGGED AND LOCKED OUT.
 - SIAD IS FURNISHED AND INSTALLED BY OTHERS AND INCLUDES POWER CONNECTIONS AND FIBER TO THE UNIT OR AS SCOPED BY MARKET. INSTALL 10 AWG CHASSIS GROUND, PROVIDE (2) 10A BREAKERS FROM A 24V DC POWER SOURCE OR (2) 5A BREAKERS FROM A 48V DC POWER SOURCE AND CONNECT USING MPF POWER CABLES WITH SPECIAL CONNECTOR.
 - FIBER MANAGEMENT BOX IS J-SOURCE MODEL 12126FM4SEC.
 - LEC TO FURNISH AND INSTALL NETWORK INTERFACE DEVICE.
 - LEAVE COILED AND PROTECTED UNTIL TERMINATED.
 - DELETED
 - FIBER AND POWER DISTRIBUTION BOX 48V SURGE SHALL BE RAYCAP MODEL D06-48-60-18-8F. POWER DISTRIBUTION W/O SURGE PROTECTION BOX SHALL BE RAYCAP MODEL D06-48-60-0-18.
 - SINGLE-CONDUCTOR DC POWER CABLES SHALL BE TELCOFLEX OR KS24194, COPPER, UL LISTED RRH NON-HALOGEN, LOW SMOKE WITH BRAIDED COVER, TYPE TC (10 AND LARGER), UNLESS OTHERWISE NOTED. STRANDING SHALL BE CLASS B (TYPE III) FOR CABLES SIZES 14, 12 & 10 AWG AND CLASS 1 (TYPE IV) FOR SIZES 8 AWG AND LARGER. CABLES SHALL BE COLOR CODED RED FOR +24V, BLUE FOR -48V AND GRAY FOR 24V AND 48V RETURN CONDUCTORS.
 - MULTI-CONDUCTOR DC POWER CABLES SHALL COPPER, CLASS B STRANDED WITH FLAME RETARDANT PVC JACKET, TYPE TO, UL LISTED FOR 90°C DRY/75°C WET INSTALLATION.
 - 10A FUSE FOR HEAT EXCHANGER FURNISHED AND INSTALLED BY OTHERS.
 - DELETED
 - GROUNDING WIRES SHALL BE COPPER, GREEN THIN/THIN UL LISTED FOR 90°C DRY/75°C WET INSTALLATION. MINIMUM SIZE IS 6 AWG UNLESS NOTED OTHERWISE.
 - RET CONTROL FROM THE RRH IS AN OPTIONAL METHOD OF CONNECTION. REFER TO RF DATA SHEET FOR APPLICABILITY.
 - DELETED.
 - FIBER AND POWER DISTRIBUTION BOX 448V SURGE SHALL BE RAYCAP MODEL D08-48-60-0-1E.
 - FIBER MANAGEMENT BOX IS COMMSCOPE MODEL FB 18188.
 - FIBER AND POWER DISTRIBUTION BOX 448V SURGE SHALL BE RAYCAP MODEL DC12-48-60-0-25E.

L3210707020-000-000-000-000-000-000

KEYNOTES: (THIS SHEET)

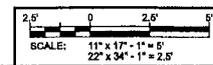
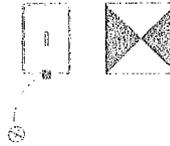
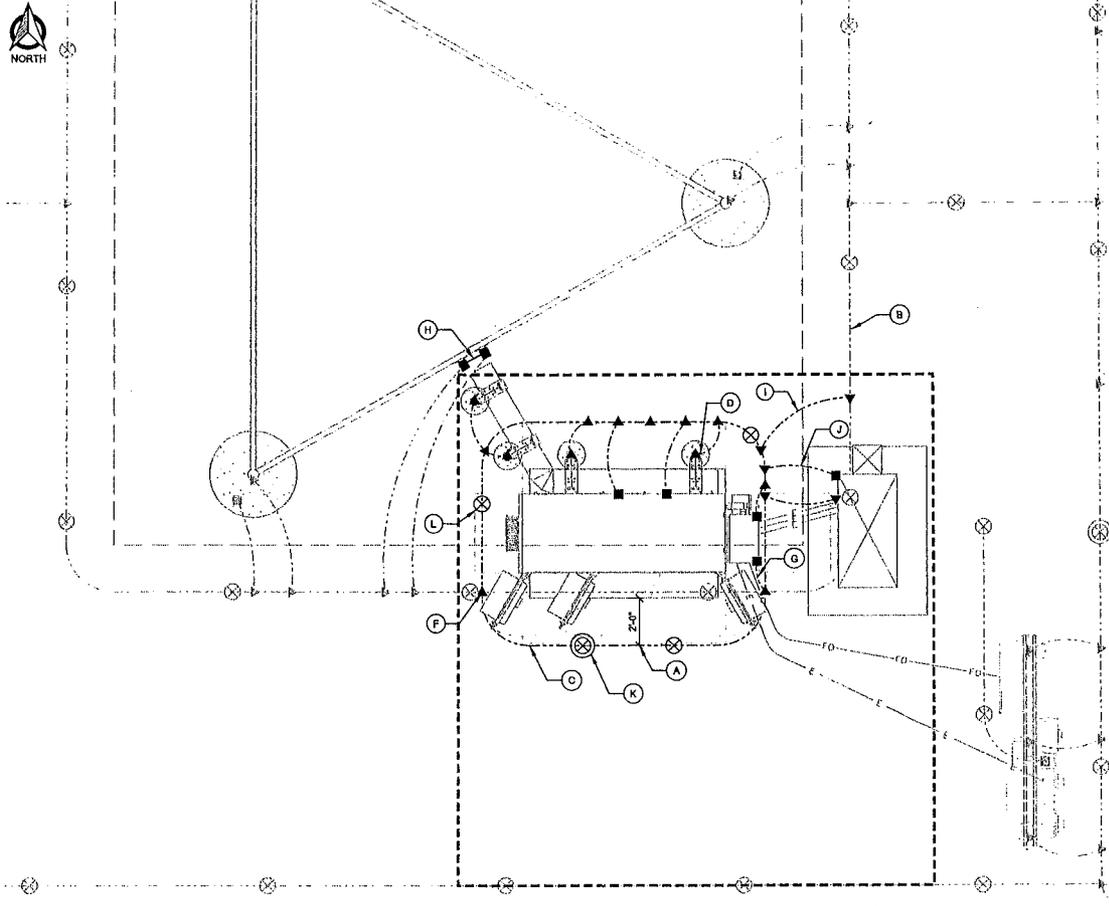
- (A) MAINTAIN 2-FOOT CLEARANCE FROM ALL STRUCTURES
- (B) TOWER GROUND RING; HAND DIG TO VERIFY EXACT LOCATION
- (C) EQUIPMENT SHELTER GROUND RING #2 SOLID BARE TINNED COPPER; SEE AT&T E-502 FOR DETAILS
- (D) ICE BRIDGE POST GROUND (TYP.); SEE AT&T E-501 FOR DETAILS
- (E) ICE BRIDGE SECTION GROUNDS; SEE AT&T E-501 FOR DETAILS
- (F) BOND EQUIPMENT GROUND RING TO THE TOWER GROUND RING WITH EXOTHERMIC CONNECTION (TYP.)
- (G) LOAD CENTER GROUND LEAD TO EQUIPMENT PLATFORM GROUND RING; SEE AT&T E-501 FOR DETAILS
- (H) MASTER GROUND BAR; SEE AT&T E-501 FOR DETAILS
- (I) EQUIPMENT SHELTER GROUND RING TO FENCED COMPOUND GROUND RING; SEE AT&T E-501 FOR DETAILS
- (J) GENERATOR GROUND LEAD TO EQUIPMENT PLATFORM GROUND RING; SEE AT&T E-501 FOR DETAILS
- (K) GROUND INSPECTION WELL
- (L) GROUND RODS

GROUNDING LEGEND: (THIS SHEET)

- ▲ EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION
- MECHANICAL CONNECTION
- - - GROUND LEAD
- ⊗ GROUND INSPECTION WELL
- ⊗ COPPER CLAD GROUND ROD, (5/8" DIA. x 8' LONG) SPACE @ 10' O.C. MAX.
- ⊗ COPPER PLATE, (18" x 18" x .032" THK) SPACE @ 10' O.C. MAX.

NOTES: (THIS SHEET)

1. ALL EXTERIOR GROUNDING SHALL MEET OR EXCEED THE CURRENT NEC AND NFPA 780 CODE.
2. THE GROUNDING SYSTEM & CONDUCTORS SHALL BE INSPECTED PRIOR TO BACK FILLING WITH RESULTS APPROVED BY THE CARRIER. THE SYSTEM SHALL PROVIDE 5 OHM OR LESS RESISTANCE UPON COMPLETION.
3. HIGH COMPRESSION TYPE CONNECTORS SHALL BE USED FOR SECONDARY GROUNDING CONDUCTOR TO MAIN GROUNDING CONDUCTOR CONNECTIONS. AFTER INSPECTION CONNECTIONS SHALL BE WRAPPED WITH ELECTRICAL VINYL TAPE.
4. ALL MECHANICAL CONNECTIONS SHALL INCLUDE ANTI-OXIDANT COMPOUND BETWEEN LUG & CONNECTION POINT. SCRAPE PAINT FROM OBJECT BEING CONNECTED TO. TOUCH UP PAINT ANY EXPOSED METAL AFTER CONNECTION IS INSTALLED.
5. GROUNDING CONDUCTORS SHALL MAINTAIN, TO THE EXTENT PRACTICAL, A HORIZONTAL OR DOWNWARD DIRECTION FREE FROM UP AND DOWN POCKETS. THE RADIUS OF BEND SHALL NOT BE LESS THAN 8" AND THE ANGLE OF ANY BEND SHALL NOT BE SHARPER (LESS) THAN 90°.
6. THE MAXIMUM HORIZONTAL AND VERTICAL SPACING BETWEEN GROUNDING CONDUCTOR (NOT IN CONDUIT) SUPPORTS SHALL NOT EXCEED 4 FT.
7. IF A GROUNDING CONDUCTOR IS INSTALLED IN FERROUS METAL CONDUITS, THE CONDUCTOR SHALL BE BONDED TO THE TOP AND BOTTOM OF THE CONDUIT.
8. ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 3/4" PVC & SEALED WITH SILICONE ON BOTH ENDS.
9. ALL ABOVE GRADE EXOTHERMIC CONNECTIONS (TO GALVANIZED ITEMS) SHALL BE SPRAYED WITH COLD GALVANIZING COMPOUND TO PREVENT CORROSION.
10. GROUND RODS & TOP OF RODS SHALL BE INSTALLED AT 30" BELOW FINISHED GRADE.
11. INSTALL 18" x 18" COPPER PLATES IN LIEU OF GROUND RODS WHEN INSTALLING OVER TOWER FOUNDATION OR WHERE DRIVING GROUND RODS IS NOT FEASIBLE. REFER TO GEOTECH REPORT FOR SOIL CONDITIONS.



CONSULTANT:

 2101 HWY. 13 W.
 BURLINGTON, IA 52617
 802.843.1922 VOICE
 www.edgecon.com

CLIENT:

 at&t
 by worldcom

GROUNDING PLAN
 SITE NAME: MCCOOK
 PROJECT NUMBER: 30732
 PLOT NUMBER: 1544880
 P1 NUMBER: P1544880
 MCCOOK, NE 69801

SUBMITTAL:	INT.	DATE:	DESCRIPTION:
	ZRS	10/28/21	REV. A

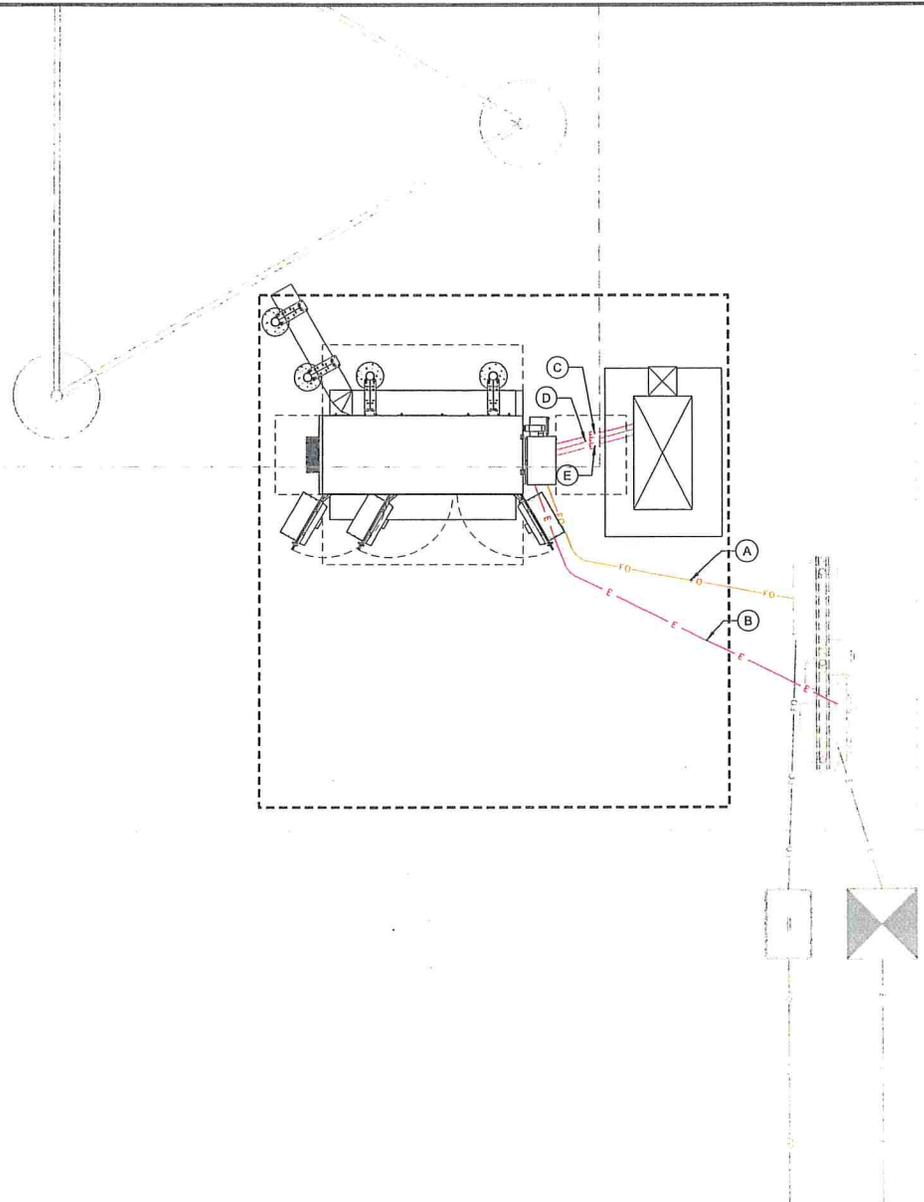
CHECKED BY:	OGD
PLOT DATE:	10/28/2021
PROJECT NUMBER:	30732
SET TYPE:	DRAFT
SHEET NUMBER:	AT&T E-101

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LISTED IN THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, E.C.E.C. #66



NORTH



UTILITY INFORMATION

ELECTRIC SERVICE PROVIDER
 MCCOOK PUBLIC POWER DISTRICT
 CONTACT:
 PHONE:
 WORK ORDER #:

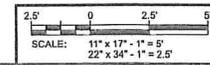
FIBER SERVICE PROVIDER
 TBD
 CONTACT:
 PHONE:
 WORK ORDER #:

NATURAL GAS PROVIDER
 TBD
 CONTACT:
 PHONE:
 WORK ORDER #:

KEYNOTES: (THIS SHEET)

- (A) 4" UNDERGROUND PVC CONDUIT FROM HOFFMAN BOX TO WALK UP CABINET (WUC)
- (B) 3" UNDERGROUND PVC CONDUIT WITH (3) #3/0 AND (1) #6 GROUND FROM METER TO AC LOAD CENTER
- (C) 3" UNDERGROUND PVC CONDUIT FROM AC LOAD CENTER TO GENERATOR FOR LOAD LEADS
- (D) 1" UNDERGROUND PVC CONDUIT FROM AC LOAD CENTER TO GENERATOR FOR UTILITY POWER
- (E) 1" UNDERGROUND PVC CONDUIT FROM AC LOAD CENTER TO GENERATOR FOR LOW VOLTAGE CONTROL
- (F) NATURAL GAS INSTALLED UNDERGROUND PER CODE BY NATURAL GAS PROVIDER
- (G) NATURAL GAS METER INSTALLED BY NATURAL GAS PROVIDER
- (H) UNDERGROUND NATURAL GAS CONDUIT FROM NATURAL GAS METER TO GENERATOR; INSTALL UNDERGROUND CONDUIT PER CODE

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CONSULTANT:

 2101 HWY. 13 W.
 BIRKENHEAD, NE 68037
 402.683.1032 VOICE
 www.edgeconsult.com

CLIENT:


UTILITY PLAN
 SITE NAME: MCCOOK
 SITE ID NUMBER: 102
 PI NUMBER: FINE486
 PI NUMBER: FINE486
 MCCOOK, NE 68001

SUBMITTAL:		
INT.	DATE	DESCRIPTION:
ZRS	10/25/21	REV. A

CHECKED BY	OGD
PLOT DATE	10/28/2021
PROJECT NUMBER	30732
SET TYPE	DRAFT
SHEET NUMBER	AT&T E-102

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Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2021-ACE-5786-OE

Issued Date: 09/29/2021

Mary Lou Boscardin
 Parallel Infrastructure III, LCC
 15105 John J. Delaney Drive
 Suite D-3
 Charlotte, NC 28277

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower PINE468
 Location: McCook, NE
 Latitude: 40-11-40.43N NAD 83
 Longitude: 100-37-07.12W
 Heights: 2498 feet site elevation (SE)
 170 feet above ground level (AGL)
 2668 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 03/29/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2508, or vee.stewart@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-ACE-5786-OE.

Signature Control No: 487461543-495963178

(DNE)

Vee Stewart
Specialist

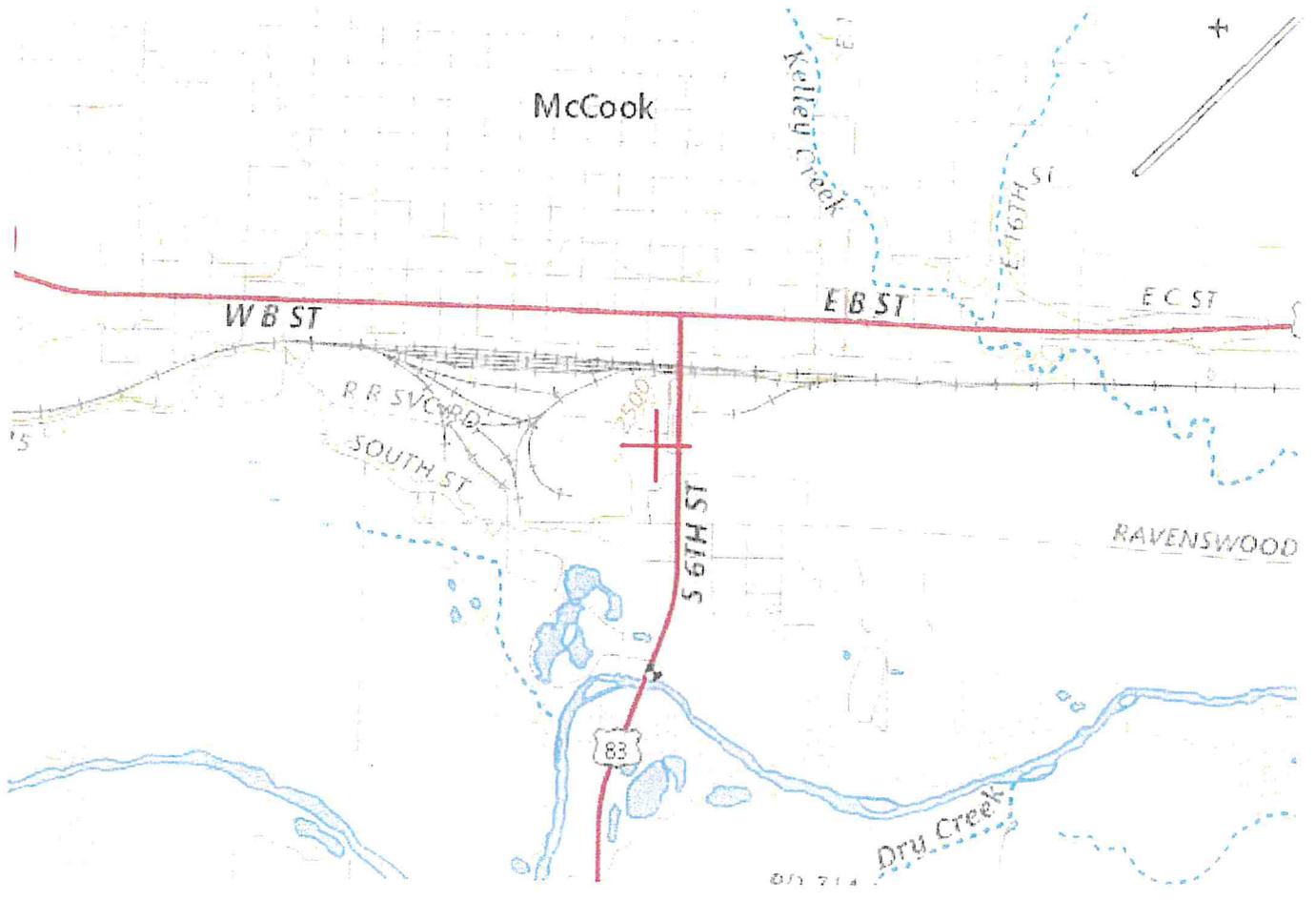
Attachment(s)
Frequency Data
Map(s)

cc: FCC

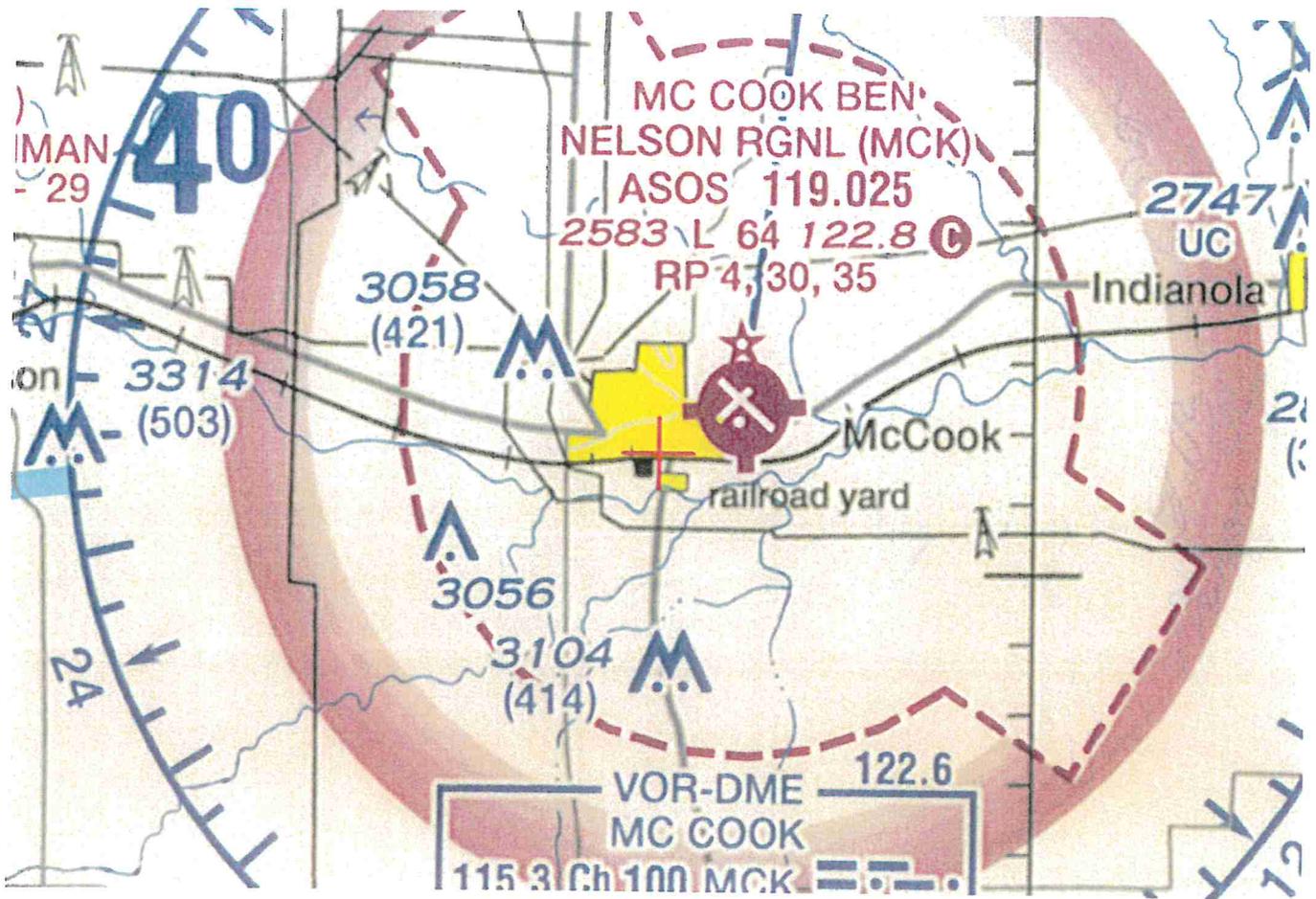
Frequency Data for ASN 2021-ACE-5786-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2021-ACE-5786-OE



Sectional Map for ASN 2021-ACE-5786-OE



Section 3008. Location Preferences. Personal wireless facilities shall be located and designed to minimize any significant adverse effect on the abutting property. Sites shall be placed in locations where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening. The locational preferences for siting new personal wireless service facilities are listed below:

1. Preferred Location Sites:

- A. Publicly owned sites on which personal wireless facilities can be unobtrusively located with due regard to visibility, aesthetic issues, traffic flow, public safety, health and welfare. Such sites may include locating on existing buildings, co-locating on existing towers, screened roof-top mounts, water towers, billboards, electric substations, or other camouflaged sites, but shall not include new towers.
- B. Privately owned sites on which personal wireless facilities can be unobtrusively located with due regard to visibility, aesthetic issues, traffic flow, public safety, health and welfare. Such sites may include locating on existing buildings, co-locating on existing towers, screened roof-top mounts, water towers, billboards, electric substations, or other camouflaged sites, but shall not include new towers.
- C. Publically owned sites in which the facility is minimally obtrusive, has a minimal impact on the surrounding area, is an appropriate distance from residential land uses, has minimal impact on residential uses, with due regard being given to the scale of the facility and the surrounding area and the impact on the location.
- D. Sites in commercially or industrially zoned districts in which the facility is minimally obtrusive, has a minimal impact on the surrounding area, is an appropriate distance from residential land uses, has minimal impact on residential uses, with due regard being given to the scale of the facility and the surrounding area and the impact on the location.

2. Limited Preference Sites:

- A. Sites on other public property.
- B. Sites on other commercially or industrially zoned property.

3. Sensitive Location Sites. Sites located in areas with predominantly residential uses, environmentally sensitive areas, entryway corridors, landmarks or landmark districts, properties listed or eligible to be listed on the National Register of Historic Places, the Airport Environs, and other sensitive areas.

Section 3010. Standards for Evaluation.

- 1. Planning Commission may recommend and the City Council may approve, by special exception permit, a personal wireless facility in any zoning district after review and consideration of all of the following:
 - A. Conformity with Comprehensive Plan.
 - B. Preference of site location in accordance with Section 3008 herein.
 - C. Compatibility with abutting property and surrounding land uses.
 - D. Adverse impacts such and the visual, environmental or noise impacts.

- E. Screening potential of existing vegetation, structures and topographic features, and screening potential of proposed facilities, ground level equipment, buildings, and tower base.
 - F. Scale of facility in relation to surrounding land uses.
 - G. Compatibility with surrounding uses.
 - H. Impact on views/vistas.
 - I. Impact on landmark structures/districts, historically significant structures/districts, architecturally significant structures, landmark vistas or scenery and view corridors from visually obtrusively antennas and back-up equipment.
 - J. Impact on natural resources, open spaces, recreational trails, and other recreational resources.
 - K. Color, finish, height, and wattage.
 - L. Ability to co-locate.
 - M. Availability of suitable existing structures for antenna mounting.
 - N. The conditions for granting Special Exception in Article 30, Section 2402 of Zoning Ordinance No. 2013-2897.
2. An application to construct new towers shall be denied if the applicant has not shown by substantial evidence that it has made a good faith effort to mount the facilities on an existing structure and/or tower.
 3. Locations in sensitive location sites shall be considered only if the applicant:
 - A. Provides evidence showing what good faith efforts and measures were taken to secure a preferred location site or limited preference site within one-quarter mile of the proposed facility; and
 - B. Demonstrates with engineering evidence why each such preferred location site or limited preference site was not technologically, legally or economically feasible.
 4. Except as otherwise provided in this subsection, personal wireless facilities approved by special exception permit may be allowed to exceed the maximum height for the district in which they are located. Antennas or towers for personal wireless services exceeding 100 feet in height may not be located in any residential zoned district and must be separated from all residential zoned land by a minimum of 200 feet or 100 percent of the height of such proposed personal wireless service facility, whichever is greater. Antennas or towers for personal wireless services of 100 feet or less in height may be located in residential zoned districts provided said personal wireless service facility is separated from any residential structure, school or church by a minimum of 100 percent of the height of such proposed personal wireless service facility. These regulations shall not prohibit the school district from having their own communication tower or antenna on school and/or school district property, provided said personal wireless service facility is separated from any residential structure or church by a minimum of 100 percent of the height of such proposed personal wireless service facility.

FINDINGS AND DETERMINATIONS OF MCCOOK CITY COUNCIL

CASE NO. _____

SIGNED: _____
Mayor

DATE _____

ATTEST: _____
City Clerk

SPECIAL EXCEPTION CONSIDERATIONS:

YES NO

1. The proposed special exception use would satisfactorily provide for:
 - 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, and the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;
 - c) refuse and service areas, with particular attention 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 and economic effect and comparability and harmony with properties in the district;
 - g) required yard and other open space;
 - h) general compatibility with adjacent properties and other property in the district.

2. The specific rules governing special exceptions have been complied with.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY COUNCIL FINDINGS AND DECISION:

The McCook City Council hereby determines that the special exception will _____, will not _____ adversely affect the public interest. The special exception herein requested is _____, is not _____ hereby granted subject to the stipulations noted below, if any.

THIS _____ DAY OF _____, 2012.

McCook Planning Commission
December 13, 2021
5:15 P.M. 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: Vice Chair Hilker; Commissioners Bradley, Davidson, Friehe, Lyons, McDowell, Mockry.

Absent: Chair Vosburg; Commissioners Dueland, Stevens.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 9, 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.

Vice Chair Hilker 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 October 11, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the October 11, 2021 regular Planning Commission meeting. This motion, made by Friehe and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Consider Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to 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 Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by McDowell and seconded by Mockry, passed.

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

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

EXHIBIT #10

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 (7 pages); and Exhibit #5 - Proposed Replat of Block 21, Four Corners Addition.

City Manager Schneider reviewed the information presented in Exhibit #1.

Bobby Gaulke, representing Donna Loop, the seller of the northern parcel, 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 McDowell and seconded by Friehe, passed.

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

2.B. Recommend to the McCook City Council approval of the Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Replat of a tract of land being in Block Twenty-one (21) Four Corners Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by McDowell and seconded by Bradley, passed.

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

2.C. Public Hearing - Request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchmen Valley Cooperative.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchman Valley Cooperative, with the City Attorney to act as hearing officer. This motion, made by McDowell and seconded by Mockry, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 13, 2021 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); Exhibit #5 - Buell Consulting, Inc. application letter dated Thursday, November 4, 2021 (4 pages); Exhibit #6 - Site Location Map and specifications (38 pages); Exhibit #7 - Federal Aviation Administration, Determination of No Hazard to Air Navigation dated September 29, 2021 (5 pages); Exhibit #8 - Zoning Ordinance Section 3008

and 3010 (2 pages); and Exhibit #9 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #1.

Christy Eichorn for Buell Consulting on behalf of Parallel Infrastructure, was present to address questions from the Commission. Parallel wanted to be in an industrial area, they have a long-term lease with Frenchman Valley, the elevators to the north are not an issue to them, and they hope to have the project completed within six to eight months.

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

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

YEA: 7, NAY: 0, ABSENT: 3

- 2.D. Recommend approval to the City Council the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in and Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied.

Motion to recommend approval to the City Council the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in and Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied. This motion, made by Friehe and seconded by McDowell, passed.

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

YEA: 7, NAY: 0, ABSENT: 3

Future Business Item: Commissioner Friehe stated that since he is an adjacent property owner, he is aware of a sports complex that is proposed to be built for the City of McCook. It is an incredible project and will only be beneficial to the City. As the project moves forward, he would like to see the Commission more involved with its development.

City Manager Schneider stated that at this time the donor is working on numbers and is not ready to present the project yet. It is a huge project for the City of McCook. It is hoped that the City's funding will be able to come from an additional ½ percent sales tax, that will be shared with the pool project. The Planning Commission will need to be involved with the planning of the complex area.

Adjournment.

With no further business, Vice Chair Hilker declared the Planning Commission meeting adjourned at 6:00 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

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

ITEM: 3.A.

Approve the minutes of the December 6, 2021 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2021

McCook City Council
December 6, 2021
5:30 P.M. Central

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

Present: Mayor Gonzales, Councilmembers Calvin, Weedon, Muehlenkamp.

Absent: Councilmember Rambali. (Excused.)

Motion to excuse the absence of Councilmember Rambali. This motion, made by Gonzales and seconded by Calvin, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA
YEA: 4, NAY: 0

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Library Director Crocker, Utilities Director Dutcher, Building Inspector Mooney, Public Works Director Potthoff, and Senior Services Director Siegfried (arrived 6:18 P.M.).

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 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 Pool Committee meeting is scheduled for December 7 at 6:00 P.M. in the Council Chambers and reminded the Council of the Land Bank meeting scheduled for December 9 at 6:30 P.M. in the Municipal Center upstairs training room.

2. Public Hearings.

2.A. Public Hearing - A report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 25, 2021.

Motion to recess as a City Council and convene a public hearing for the purpose of receiving public

comment on a report from the Economic Development Plan Citizen's Advisory Review Committee regarding meeting held October 25, 2021 with the City Attorney to act as hearing officer. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

The City Attorney offered and received into evidence Exhibit #1 - the City Manager's Report dated December 6, 2021 (1 page); Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Agenda for the October 25, 2021 meeting of the Economic Development Plan Citizen's Advisory Review Committee and attachments (12 pages); and Exhibit #4 - the minutes of the July 26, 2021 Economic Development Plan Citizens' Advisory Review Committee (3 pages).

Andy Long, McCook Economic Development Director, and Sean Wolfe, president of the Economic Development Plan Citizen's Advisory Review Committee, reviewed the information presented in Exhibit #3 and answered questions from the Council.

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

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

- 2.B. Receive and file the minutes of the July 26, 2021 Economic Development Plan Citizens' Advisory Review Committee meeting.

Motion to receive and file the minutes of the July 21, 2021 Economic Development Plan Citizens' Advisory Review Committee meeting. This motion, made by Calvin and seconded by Weedon, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

3. Consent Agenda.

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

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

- 3.A. Approve the minutes of the November 15, 2021 regular City Council meeting.
- 3.B. Adopt Resolution No. 2021-26 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2021.
- 3.C. Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2022 calendar year.

- 3.D. Receive, file, and authorize the Mayor to sign the Annual Certification Form confirming that funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.
- 3.E. Receive and file the minutes of the September 2021 Library Advisory Board meeting.
- 3.F. Receive and reject all bids for a new pickup at McCook Ben Nelson Regional Airport.
- 3.G. Approve and ratify the Airport Rescue Grant Offer for McCook Ben Nelson Regional Airport.

4. Regular Agenda.

- 4.A. Discussion regarding the use of the McCook City Auditorium for pickleball.

Cathy Kenny and Mike Roth presented their request to use the city auditorium for pickleball. It is the fastest growing sport in America and they are looking for indoor places for the winter months. They are considering starting a local association for McCook, are aware that they need additional insurance, would probably use only in the evenings or whenever the auditorium would be available - probably Monday, Tuesday, and Wednesday.

Council discussion included how the floor would be marked, the additional liability to the City, the need for someone in charge to be present whenever it was in use, the need for them to form as an association, and how are they wanting to rent it, by the day or month.

City Attorney Mustion stated that he would prefer that they would form an association that could enter into a lease agreement instead of renting monthly or by the day.

It was the consensus of the Council for them to prepare a proposal outlining exactly what they are wanting and who the lease would be with.

- 4.B. Requested discussion from Rosanne Olson and Cheryl Bridgmon related to their denied property damage claims from the City's insurance carrier.

The item was postponed until a later date.

- 4.C. Discussion regarding changes to the City of McCook's Chapter 38: Fee Schedule, Appendix M: Building Regulation and Zoning Applicant Fees:

Discussion was held by the Building Inspector Mooney regarding changes to the Building Regulation and Zoning Application Fees. Portions of McCook's current fee structure have not been updated since 1981.

After discussion, it was the consensus of the Council to have Mr. Mooney bring back as an action

item with his proposed fee schedule, after further review with communities our size.

- 4.D. Consider Ordinance No. 2021-3032 amending Chapter 150: Building Codes and Regulations, Section 150.402 - Persons Exempt from License Requirement, of the City of McCook, Nebraska, Code of Ordinances.

Mayor Gonzales introduced Ordinance No. 2021-3032 and asked the Clerk to read it by title. The Clerk read the title:

AN ORDINANCE OF THE CITY OF MCCOOK, NEBRASKA AMENDING CHAPTER 150: BUILDING CODES AND REGULATIONS, SECTION 150.402 - PERSONS EXEMPT FROM LICENSE REQUIREMENT, OF THE MUNICIPAL CODE OF THE CITY OF MCCOOK, NEBRASKA; TO 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.

Ordinance No. 2021-3032 has been introduced, read by title, and I move that the statutory rule requiring reading on three different days be suspended, said motion to suspend the rule must be adopted by three-fourths of the Council. This motion, made by Weedon and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

Motion for final passage of Ordinance No. 2021-3032. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Gonzales: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: ABSENT
YEA: 4, NAY: 0, ABSENT: 1

Mayor Gonzales stated for the record that Ordinance No. 2021-3032 is declared lawfully passed and adopted upon publication as required by law.

- 4.E. Update regarding the City of McCook's entry sign project.

City Manager Schneider informed the Council that Staff has received notification from the Nebraska Department of Transportation regarding concerns related to the preferred sites for entrance signs.

- 4.F. Discussion regarding proposed ordinances incorporating the Southwest Nebraska Land Bank into the city's nuisance abatement program and setting forth procedures to appoint City representatives to Southwest Nebraska Land Bank boards.

City Attorney Mustion presented draft required ordinances for appointment of the Land Bank board members and necessary changes needed to the City's current abatement procedures.

- 4.G. Council Comments.

Councilmember Muehlenkamp stated that all of the recent events going on in McCook were awesome and thanked City Staff for all of their assistance in helping make these events successful.

Adjournment.

There being no further business to come before the Council, Mayor Gonzales declared the meeting adjourned at 6:38 P.M.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

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

ITEM: 3.B.

RECOMMENDATION:

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

BACKGROUND:

Receive minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2021

McCook Planning Commission
December 13, 2021
5:15 P.M. 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: Vice Chair Hilker; Commissioners Bradley, Davidson, Friehe, Lyons, McDowell, Mockry.

Absent: Chair Vosburg; Commissioners Dueland, Stevens.

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

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 9, 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.

Vice Chair Hilker 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 October 11, 2021 regular Planning Commission meeting.

Motion to approve the minutes of the October 11, 2021 regular Planning Commission meeting. This motion, made by Friehe and seconded by McDowell, passed.

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

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Consider Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to 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 Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska, with the City Attorney to act as hearing officer. This motion, made by McDowell and seconded by Mockry, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 13, 2021 Planning Commission meeting (2 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 (7 pages); and Exhibit #5 - Proposed Replat of Block 21, Four Corners Addition.

City Manager Schneider reviewed the information presented in Exhibit #1.

Bobby Gaulke, representing Donna Loop, the seller of the northern parcel, 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 McDowell and seconded by Friehe, passed.

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

2.B. Recommend to the McCook City Council approval of the Replat of a tract of land being in Block Twenty-one (21), Four Corners Addition to the City of McCook, Red Willow County, Nebraska.

Motion to recommend to the McCook City Council approval of the Replat of a tract of land being in Block Twenty-one (21) Four Corners Addition to the City of McCook, Red Willow County, Nebraska. This motion, made by McDowell and seconded by Bradley, passed.

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

2.C. Public Hearing - Request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchmen Valley Cooperative.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in an Industrial Heavy (IH) zoning district on property owned by Frenchman Valley Cooperative, with the City Attorney to act as hearing officer. This motion, made by McDowell and seconded by Mockry, passed.

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

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 13, 2021 Planning Commission meeting (2 pages), Exhibit #2 - Notice of Hearing published and posted (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (2 pages); Exhibit #4 - Land Use Action Request Form and attachments (6 pages); Exhibit #5 - Buell Consulting, Inc. application letter dated Thursday, November 4, 2021 (4 pages); Exhibit #6 - Site Location Map and specifications (38 pages); Exhibit #7 - Federal Aviation Administration, Determination of No Hazard to Air Navigation dated September 29, 2021 (5 pages); Exhibit #8 - Zoning Ordinance Section 3008

and 3010 (2 pages); and Exhibit #9 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #1.

Christy Eichorn for Buell Consulting on behalf of Parallel Infrastructure, was present to address questions from the Commission. Parallel wanted to be in an industrial area, they have a long-term lease with Frenchman Valley, the elevators to the north are not an issue to them, and they hope to have the project completed within six to eight months.

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

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

2.D. Recommend approval to the City Council the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in and Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied.

Motion to recommend approval to the City Council the special exception from Parallel Infrastructure to construct a new 169' tall telecommunications tower in and Industrial Heavy (IH) District on property owned by Frenchman Valley Cooperative, South Highway 83/South 6th Street; finding that Special Exception considerations in both Article 24 and Article 30 of the McCook Zoning Ordinance have been satisfied. This motion, made by Friehe and seconded by McDowell, passed.

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

Future Business Item: Commissioner Friehe stated that since he is an adjacent property owner, he is aware of a sports complex that is proposed to be built for the City of McCook. It is an incredible project and will only be beneficial to the City. As the project moves forward, he would like to see the Commission more involved with its development.

City Manager Schneider stated that at this time the donor is working on numbers and is not ready to present the project yet. It is a huge project for the City of McCook. It is hoped that the City's funding will be able to come from an additional ½ percent sales tax, that will be shared with the pool project. The Planning Commission will need to be involved with the planning of the complex area.

Adjournment.

With no further business, Vice Chair Hilker declared the Planning Commission meeting adjourned at 6:00 P.M.

Lea Ann Doak
City Clerk/Recording Secretary

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

ITEM: 3.C.

Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2022 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

BACKGROUND:

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

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

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 7, 2020

CURRENT RETAIL LIQUOR LICENSES
December 15, 2021

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

CITY MANAGERS REPORT

December 20, 2021, CITY COUNCIL MEETING

ITEM: _____

RECOMMENDATION:

APPROVE THE AUTOMATIC RENEWAL OF LIQUOR LICENSES IN THE CITY OF MCCOOK.

BACKGROUND:

LIQUOR LICENSES IN THE CITY OF MCCOOK:

Retail License Name (DBA)

1. Bottle Shop 309 East B St.
2. Casey's General Store #1954 810 East B St.
3. Casey's General Store #2291 704 West B St.
4. Casey's General Store #2984 204 West B St.
5. CITTA' DELI LLC 110 West 1st St.
6. Cobblestone Hotel & Suites 1301 N. Highway 83
7. Coppermill Restaurant & Lounge North Highway 83 & Coppermill St.
8. EAGLES FRAT ORDER 2769 805 East B St.
9. EL PUERTO 3 309-311 Norris Ave.
10. Fuller's Family Restaurant 110 Norris Ave.
11. Gary's Super Foods IV 212 Westview Plaza
12. Heritage Hills Golf Course 6000 Club House Dr.
13. HI Times Liquor Mart 1 502 East B St.
14. Holiday Inn Express McCook 711 N. Highway 83
15. Knights of Columbus 1126 308 East 9th St.
16. Loop Brewing Company (2 Licenses) 404 West A St.
17. N-STANT Convenience Store 1 1111 West B St.
18. Old Sarge's Bar 114 West 1st St.

19. <u>Outlaws 1882 Saloon</u>	<u>1006 West B St.</u>
20. <u>Pizza Hut of McCook</u>	<u>811 N. Highway 83</u>
21. <u>Sehnert's Bakery</u>	<u>312 Norris Ave.</u>
22. <u>Spirit Shop</u>	<u>503 West B St.</u>
23. <u>Taste of Texas BBQ</u>	<u>112 West 11th St.</u>
24. <u>Tequilas Mexican Grill</u>	<u>205 Norris Ave.</u>
25. <u>TJ's Family Fun Center</u>	<u>1511 N. Highway 83</u>
26. <u>Walmart #790</u>	<u>1902 West B St.</u>

Violations:

Bottle Shop

- (1) March 29, 2001, cited for Open Alcoholic Containers on premises.
10-day suspension with option to pay fine in lieu of suspension.
- (2) May 12, 2021, cited for Selling Alcohol to Minor.
25-Day Suspension with option to pay fine in lieu of suspension.

N-STANT Convenience Store 1

- (1) May 12, 2021, cited for Open Alcohol Containers on premises.
20-Day suspension with option to pay fine in lieu of suspension.

Spirit Shop:

- (1) March 29, 2021, cited for Open Alcohol Container on premises.
5-Day suspension with option to pay fine in lieu of suspension.

FISCAL IMPACT:

None

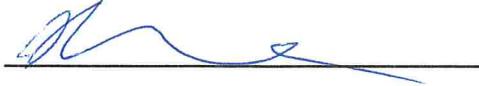
APPROVALS:



JOEL SMITH CHIEF OF POLICE

12/10/21

DATE



NATHAN A. SCHNEIDER CITY MANAGER

12-13-21

DATE

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

ITEM: 3.E.

RECOMMENDATION:

APROVE THE RECOMMENDATION OF THE FUEL CONTRACT ADVISORY COMMITTEE TO ACCEPT OPTION NUMBER 2 FROM FRENCHMAN VALLEY COOPERATIVE, INC. TO PURCHASE FUEL FOR CITY OF MCCOOK GOVERNMENT VEHICLES FOR CALENDAR YEAR 2022.

BACKGROUND:

According to the interlocal cooperation act agreement between the City of McCook and RedWillow County for the purchase of fuel(See attachment A), dated December 6, 2004, the Fuel Contract Advisory Committee shall make a recommendation each year to each participating governing board as to the awarding of a contract for bulk fuel purchase.

On Tuesday December 7, 2021, the Fuel Contract Advisory Committee, consisting of Red Willow County's representatives Alan Kotschwar and Jim Mullen and City of McCook representatives Marc Harpham and Kyle Potthoff met to review fuel purchase proposals. Request for proposals were sent out to two vendors, Frenchman Valley Cooperative, Inc. and Shell Oil. The deadline to submit proposals was set at 4:30 p.m. on November 29th.

We received proposals from both entities. The Frenchman Valley Cooperative, Inc. proposal gave 2 separate options.(See attachment B) The two options were as follows:

Option #1: When fueling through their 24 fueling sites, they would discount the pump price \$0.13 off per gallon the posted price at that specific site. This includes Unleaded gasoline, Ethanol Gasoline, Off Road Dyed Diesel and On Road Diesel. Tankwagon(delivered) fuel would have an additional \$.05 per gallon added for delivery.

Option #2: Lock in a fixed price for 12 months. The prices are as follows:
E10 Gasoline @ \$2.79 per gallon
Non ethanol Gasoline @ \$2.99 per gallon
Off Road Dyed Diesel @ \$2.69 per gallon
On Road Clear Diesel @ 2.97 per gallon

There would be no additional fees charged for delivered fuel. These prices would be in effect from January 1, 2022 thru December 31, 2022.

Shell Oil Products provided the following proposal(See attachment C):

The Fuel Rebate program was a tiered system based on the number of gallons used monthly. The tiers are as follows:

- 10,001 - 25,000 gallons @ \$.05 per gallon rebate
- 7,001 - 10,000 gallons @ \$.04 per gallon rebate
- 4,001 - 7,000 gallons @ \$.03 per gallon rebate
- 1,001 - 4,000 gallons @ \$.02 per gallon rebate
- 1 - 1,000 gallons @ \$.01 per gallon rebate

On December 3, 2021, we received an e-mail from the representative of Shell Oil Products stating that the owner of the local Shell station, John Nothnagel, had proposed an additional \$.065 per gallon rebate of his own for fuel purchased at his stations. This would make the range of rebate between \$.115 per gallon and \$.075 per gallon.

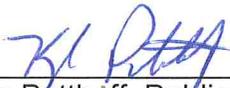
Frenchman Valley does have the facilities that will accommodate all City owned vehicles, from passenger vehicles to semis pulling 53' trailers. With the uncertainty with fuel prices, the committee felt that having guaranteed pricing would allow us to have confidence that we can stay with in our fuel budget.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

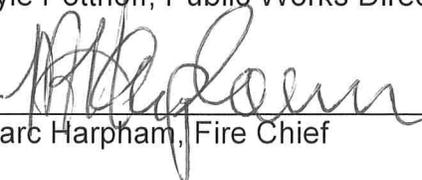
APPROVE THE RECOMMENDATION OF THE FUEL CONTRACT ADVISORY COMMITTEE TO ACCEPT OPTION NUMBER 2 FROM FRENCHMAN VALLEY COOPERATIVE, INC. TO PURCHASE FUEL FOR CITY OF MCCOOK GOVERNMENT VEHICLES FOR CALENDAR YEAR 2022.

APPROVALS:



Kyle Potthoff, Public Works Director

December 9, 2021



Marc Harpham, Fire Chief

December 9, 2021



Nate Schneider, City Manager

December 9, 2021

LETTER OF RECOMMENDATION

It is the recommendation of the Fuel Contract Advisory Committee to accept Option #2 of the Frenchman Valley Cooperative, Inc. proposal and enter into an agreement with Frenchman Valley Cooperative, Inc. to purchase fuel for Government vehicles for calendar year 2022.

Option #2 includes locking in a Fixed Price for a 12 month period beginning January 1, 2022 and running thru December 1, 2022. The prices include the following:

Pump Tamer E10 Gasoline: \$2.79/gallon

Pump Tamer Unleaded (no ethanol): \$2.99/gallon

Pump Tamer Off-Road Harness Dyed Diesel: \$2.69/gallon

Pump Tamer On-Road Harness Clear Diesel: \$2.97/gallon

Tankwagon (delivery) purchases will be delivered at these set prices as well. There will be no additional delivery fees.



Kyle Potthoff, Public Works Director
City of McCook



Marc Harpham, Fire Chief
City of McCook



Alan Kotschwar, County Sheriff
Red Willow County



Jim Mullen, Equipment Operator
Red Willow County

ATTACHMENT A

INTERLOCAL COOPERATION ACT AGREEMENT

THIS INTERLOCAL COOPERATION ACT AGREEMENT is made and entered into this 6th day of December, 2004 by and between the City of McCook, Nebraska, a municipal corporation, hereinafter referred to as "City", and the County of Red Willow, Nebraska, a body politic and corporate, hereinafter referred to as "County".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-801 et. seq. ("the Act") authorizes two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege, or authority exercised or capable of exercise individually by such public agencies.

WHEREAS, City and County are public agencies within the meaning of the Act and have the authority to purchase gasoline to be used for government-owned vehicles.

WHEREAS, the County and City desire to cooperate in order to purchase diesel and unleaded gasoline in the most efficient manner possible and to their mutual advantage.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY, COUNTY, AND SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. The City and County agree to seek contract proposals for the joint purchase of diesel and unleaded gasoline based upon the specifications marked as Exhibit "A", attached hereto and incorporated herein by this reference. The initial term for this purchase contract shall commence on January 1, 2005 and shall terminate on December 31, 2005. It is understood by the parties that the County will use fuel to serve only the portion of the County that, in the opinion of County officials, can be conveniently served by such fuel contract.

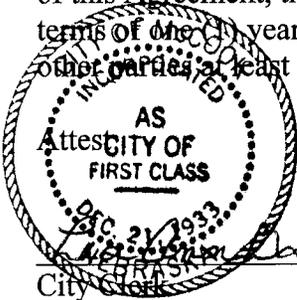
SECTION 2. The City shall act as the administrator responsible for the management of the cooperative undertaking set forth in this Agreement.

SECTION 3. There is hereby established an advisory committee to be known as the Fuel Contract Advisory Committee whose purpose shall be to advise the City and County on the awarding of contracts for the joint purchase of diesel and unleaded gasoline as described in Section 1. The membership of said committee shall be comprised of two representatives appointed by each participating entity. The appointment and removal of representatives to the committee shall be the responsibility of each participating entity's governing board. Upon receipt of proposals by the City on behalf of all participating entities on or before December 15 of each year of this agreement, the Fuel Contract Advisory Committee shall meet and make a recommendation to the governing boards of City and County as to the awarding of a contract for the joint purchase of diesel and unleaded gasoline as described in Section 1. A majority vote of all members appointed to the Committee shall be needed for a recommendation to be made.

The City as administrator under this Agreement shall then forward the recommendations of the Committee to the governing boards of the participating entities along with a proposed contract for fuel purchase for their consideration and approval.

SECTION 4. No separate legal or administrative entity is created under this Interlocal Agreement.

SECTION 5. The term of this Agreement shall commence on November 15, 2004 and shall terminate on December 31, 2005. Upon the expiration of the initial term of this Agreement, the term of this Agreement shall extend automatically for successive terms of one (1) year each unless any of the parties gives notice of termination to the other parties at least 90 days prior to the termination date of the then current term.



City Clerk

CITY OF MCCOOK, NEBRASKA,
A Municipal Corporation

By: *De Bury*
Mayor

Date: 12-9-04

Attest:

COUNTY OF RED WILLOW, NEBRASKA,
A body politic and corporate

Pauletta Gerver
Secretary

By: *E. J. Smith*
Chairperson

Date: 12-13-04

SPECIFICATIONS FOR PROPOSALS TO PROVIDE FUEL FOR VEHICLES

1. **BASIS FOR AWARD OF CONTRACT:** The City of McCook, Nebraska, a municipal corporation and the County of Red Willow, Nebraska, a body politic and corporate (hereinafter referred to as the "Participants") reserve the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any Proposal if such action is believed to be in the best interest of the Participants. The contract awarded may include all of the Participants, two of the Participants, or only one of the Participants.

2. **GENERAL CONSIDERATIONS:** The business awarded the contract (hereinafter referred to as "Successful Vendor") must provide at least one retail fuel station located within the corporate limits of the City of McCook to provide both unleaded and diesel fuel for Participants' vehicles. Stations must be continuously open 24 hours a day every day of the year. The stations must also be well-lighted and easily accessible to automobiles, trucks of all sizes, including semis w/53' trailers, motor graders and front-end loaders. An easy-to-use credit card system (a corporate fuel credit card) with an automatic card read system available at the pump must also be provided by the Successful Vendor, so that drivers will not need to approach a sales clerk. Data from credit card use must be available in an electronic format. The Participants will maintain a separate card for each vehicle. The Successful Vendor will be the supplier for certain Participants' emergency vehicles, so an emergency back-up solution is required in the event of a power outage. This may be a backup generator, an alternative fueling location or a fuel truck.

3. **RESPONSIBLE PARTY CRITERIA:** The Participants shall consider only responsible vendors, who have, in the sole judgment of the Participants, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Participants may also consider references, and financial stability in determining a responsible vendor, and any other additional information that will assist the City in determining responsibility, whether specifically provided by the vendor or otherwise. No contract will be awarded to any vendor convicted within the past ten years of a crime that impugns honesty or integrity, or if the vendor has unsatisfied tax or judgment liens.

4. **FUEL PRICING COMPUTATIONS:** In the proposals, vendors shall indicate fuel prices in terms of X number of cents below the pump price.

5. **MONTHLY BILLINGS:** Monthly statements shall be provided to each Participant that include the following: (1) a total monthly statement for the entire respective Participant total due, and (2) an accompanying itemized statement for each card, per each vehicle number, for the respective Participant, which should detail the gallons purchased, date purchased, cost per gallon, monthly total, and total due each month for the respective Participant. The diesel fuel use must be able to code for taxable and non-taxable fuel use each month for each vehicle.

8. **FUEL REQUIREMENTS:** The Successful Vendor must demonstrate the ability to provide unleaded regular gasoline; unleaded regular gasoline enhanced with ethanol; taxable and non taxable diesel, including diesel summer fuel No. 2 and diesel winter fuel No. 1 or a blended grade of diesel

fuel. The Successful Vendor shall also have the ability to deliver fuel to tanks owned by Red Willow County and the City of McCook.

9. **PERFORMANCE BY CONTRACTOR:** The Successful Vendor shall not delegate or subcontract performance of any portion of the Contract to any other person or entity without the prior written consent of all Participants. Any of the Participants can withdraw from the contract with the Successful Vendor upon 60 days' written notice to the other parties to the fuel contract.

10. **INSPECTION/EXAMINATION OF RECORDS:** The Successful Vendor shall promptly furnish the Participants with such information as may be requested by the Participants or any of them. Until the expiration of three (3) years after final payment of the compensation payable under the Contract, the Successful Vendor shall provide the Participants, or any of them, access to all of the Successful Vendor's books, documents, papers and records that are related to the Contract.



November 29, 2021

City of McCook,

We at FVC would like to thank you for giving us the opportunity to bid you fuel needs for 2022! We offer all the specifications to meet the needs of this proposal. We will be offering two options for the City of McCook in this proposal.

Pricing as follows-

- **Option #1**- When fuel is purchased through our 24 fueling sites we will discount all Pump Tamer Unleaded Gasoline, All blends of Pump Tamer Ethanol gasoline, On-Road Harness Clear Diesel and Off-Road Harness Dyed Diesel **\$.13** off per gallon the posted price of that site. Tankwagon purchases will have an additional **\$.05** per gallon added for delivery.
- **Option #2**- Lock in a Fixed Price for 12 months. These prices are as follows. Pump Tamer E10 Gasoline @ **\$2.79**, Pump Tamer Unleaded Gasoline/No Ethanol @ **\$2.99**, Pump Tamer Off-Road Harness Dyed Diesel @ **\$2.69**, Pump Tamer On-Road Harness Clear Diesel @ **\$2.97**. Tankwagon purchases will be delivered at these set prices. No additional delivery fees.

Both options are figured with the City of McCook being Federal Tax Exempt. Whichever Option is considered it will be based on January 1st, 2021 – December 31st, 2022.

We look forward to serving you in the future. We appreciate the consideration of being your Energy vendor. If questions arise on these options for your fuel purchases, please reach out.

Regards,

Kent Davis
Energy Sales Representative
Frenchman Valley Farmers Cooperative
(308)340-5710

Brent A. Sinsel
Vice President of Energy

ATTACHMENT C



**Shell Oil Products US
US Commercial Fleet**
Shell Woodcreek Complex
150 N. Dairy Ashford
F Building, 7th Floor
Houston, TX 77079

11/19/2021

City of McCook
505 W C St Mc Cook, Nebraska 69001, United States
Attention: Kyle Potthoff

Re: Welcome to the Shell Fleet Navigator[®] Card Program

Dear Mr. Potthoff,

Congratulations on opening a Shell Fleet Navigator[®] Card account. Attached is the financial offer for your account, together with the related terms and conditions (the "Financial Offer"), which will supplement the terms and conditions of your Shell Fleet Navigator[®] Business Account Agreement with the card issuer, WEX Bank (or any successor thereto) (the "Card Issuer").

Please have an authorized representative of your company sign and return the Financial Offer to Blake Bannon via email blake.bannon@wexinc.com. This Financial Offer expires 01/01/2022 if not earlier signed and returned to Shell.

Thank you for choosing Shell, and we look forward to growing our new relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "James G. Berk".

Director Shell Fleet Solutions US



SHELL FLEET NAVIGATOR® CARD FINANCIAL OFFER WITH CITY OF MCCOOK

Fee Schedule		Your offer	
Set Up Fee		\$40.00	
Monthly Card Fee		\$0	
Replacement Card		\$2.00	
Out of Network Fee ¹		\$0/transaction	
International Currency Conversion Fee		2% of the total transaction value	
Truck Stop Fee ²		\$1.25 per transaction at a diesel pump	
Reproduced Reports		\$25.00 per report	
General Research Fee		\$15.00 per hour	
Expedited Shipping Fee		Cost Varies by Election	
Returned Payment Fee		\$50.00 per occurrence	
Reactivation Fee		\$50.00 per occurrence (maximum fee per month \$50.00)	
Paper Delivery Fee		\$10.00 per month for paper invoicing and reporting	
One Time ACH Fee		\$15.00 per payment	
Early Pay Election			
Payment Timing Options	Basis Points	Payment Timing	
5 days post invoice close date	9 basis points (0.09%)	Payment received and posted to account in full by the 5 th calendar day following invoice close date.	
10 days post invoice close date	6 basis points (0.06%)	Payment received and posted to account in full by the 10 th calendar day following invoice close date.	
Agreed Annual Volume		120,000 gallons	
Rebate Applicability		Individual account volume	
Rebate Schedule			
TIER	Monthly Gallons	Cent-per-gallon rebate on gallons purchased at Shell locations	
Tier 5	10,001-25,000	\$0.05	
Tier 4	7,001-10,000	\$0.04	

Tier 3	4,001-7,000	\$0.03
Tier 2	1,001-4,000	\$0.02
Tier 1	1 – 1,000	\$0.01
Basis Point Rebate on OON fuel spend³		(25)

¹Applies to purchases made at locations that are not Shell branded locations.

²Applies to designated truck stops only which are primarily Tier 1 truck stops

³ OON means Out of Network Gallons or those gallons purchased at non-Shell locations. OON gallons purchased at Tier 1 truck stops do not apply to the rebate calculation.

Fee waivers or modifications are provided to you by the Card Issuer. The amounts listed above are not binding on Card Issuer until accepted by Card Issuer.

Rebates and other financial offers are provided by Shell Oil Products US and will be paid through statement credits on the account invoices issued by Card Issuer.

AGREED AND ACCEPTED, INCLUDING ATTACHED TERMS AND CONDITIONS

Shell Oil Products US ("Shell")

City of McCook ("Customer")

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Shell Fleet Navigator® Financial Offer Terms and Conditions:

- Expiration of Offer. The financial offer set forth on the previous pages, with these Shell Fleet Navigator® Financial Offer Terms and Conditions (collectively, the "Financial Offer") in connection with Shell Fleet Navigator® Card, is made by Shell Oil Products US ("Shell") and expires 30 (thirty) days following the date of the offer if it not signed and returned to the address provided before then.
- Parties. This Financial Offer is between Shell and the Customer. The "Customer" is the business entity to which the Financial Offer was addressed and who has entered into a Shell Fleet Navigator® Business Account Agreement with WEX Bank, the card issuer for the Shell Fleet Navigator® cards (or any successor thereto) (the "Card Issuer"). These terms are specific to the Financial Offer being provided by Shell only.
- Term. This Financial Offer continues until terminated as provided herein. Shell reserves the right to terminate the Financial Offer in whole or in part at any time with or without cause upon sixty (60) days prior notice to Customer. The Financial Offer shall automatically terminate if Customer's Shell Fleet Navigator Business Account Agreement with Card Issuer is terminated.
- Rebates. Shell has agreed to provide rebates which will be paid as statement credits on qualifying fuel purchases made using your Shell Fleet Navigator® cards. Rebates are paid to accounts that are open, in good standing, and not in default of the credit terms provided by Card Issuer.
- Reduced Fees. Subject to Card Issuer's agreement with Customer, certain fees may be modified or waived as noted above provided that your account remains open, in good standing, and is not in default of the credit terms provided by Card Issuer.
- Changes to/Termination of Rebates or Fees. Shell reserves the right to suspend, change or terminate fuel rebates and fees or fee reductions at any time and in any manner without notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, Shell

reserves the right to cease providing rebates in the event of any fraud or abuse in connection with fuel rebates. Rebates will be suspended if the account is suspended by the Card Issuer.

- Payment of Rebates. Rebates will appear as credits on Customer's account invoices with Card Issuer once per month. Customer shall be responsible for any taxes related to rebates.
- Shell Ownership of Cardholder Data. Customer acknowledges and agrees that all Customer and transaction data in any way related to transactions on, or utilization of, Shell Fleet Navigator cards is owned by, and will be provided to, Shell.
- Limitation of Liability. Shell shall not be liable to Customer for any loss or damages sustained by Customer arising out of (i) acts or omissions of the Card Issuer, or its subcontractors or service providers, (ii) delay in servicing a transaction request, (iii) delay resulting from equipment failure or transmission or (iv) act of God or any other cause not within the reasonable control of Shell. SHELL AND ITS AFFILIATES WILL HAVE NO LIABILITY (EVEN IF NEGLIGENT) FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. SHELL'S AND ITS AFFILIATES' LIABILITY IN THE AGGREGATE FOR DAMAGES (EVEN IF NEGLIGENT) WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE IN REBATES EARNED, FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- Miscellaneous. (i) Governing Law and Dispute Resolution: To the extent that Customer has a dispute as it relates to this Financial Offer or against Shell that is not subject to the Shell Fleet Navigator® Business Account Agreement between Customer and Card Issuer, such dispute will be exclusively governed by and construed in accordance with the laws of the State of Texas excluding conflict of law rules and choice of law principles that would deem otherwise. Any dispute, controversy or claim arising out of or in connection with this Financial Offer or its subject matter or formation, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, and including any non-contractual claim (a "Dispute") that cannot be resolved informally by the parties shall be finally and exclusively resolved by arbitration in accordance with the then current CPR Institute for Dispute Resolution Rules for Administered Arbitration of Business Disputes (the "Rules") and this provision. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result. The arbitral tribunal (the "Tribunal") shall consist of one arbitrator, to be appointed in accordance with the Rules. The seat of the arbitration shall be Houston, Texas. The language of the arbitration shall be English. Any award rendered by the Tribunal shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay. All aspects of the arbitration shall be confidential. Save to the extent required by law, no aspect of the proceedings, documentation, or any (partial or final) award or order or any other matter connected with the arbitration shall be disclosed to any other person by either party or its counsel, agents, corporate parents, affiliates or subsidiaries without the prior written consent of the other party. Noting in this Section 10. (i) shall be construed as preventing and party from seeking conservatory or similar interim relief from any court with competent jurisdiction. The parties waive any rights to any kind of punitive damages and the Tribunal shall not award such damages. (ii) No Waiver: No waiver by either party of any breach of any provision of this Financial Offer to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Financial Offer. (iii) Entire Agreement: This Financial Offer constitutes the entire agreement of Shell and Customer relating to this subject matter. (iv) Assignment: Shell reserves the right to assign any or all of its rights and obligations under this Financial Offer. Customer may not assign or transfer this Financial Offer, in whole or in part, to any person without the prior written consent of Shell. (v) Partial Invalidity: If any provision of this Financial Offer is declared invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected. (vi) Compliance With Law. Each party shall comply with all applicable laws, rules, and regulations related to the performance of their obligations under this Financial Offer. (vii) Trademarks: Customer shall not use, nor permit any other party to use, the trademarks or trade names of Shell or its affiliates without the prior written consent of Shell. (viii) Publicity: Customer shall not make or publish any notice, advertisement, press release or other communications without the prior written consent of Shell.

Kyle Potthoff

From: Blake Bannon <blake.bannon@wexinc.com>
Sent: Friday, December 3, 2021 10:40 AM
To: Kyle Potthoff
Subject: Re: Shell Offer for City of McCook

Good Morning Kyle, and Happy Friday!

I just spoke with John and he has offered an additional 6.5cents per gallon off at his Shell stations in the area for you and your team. In total, this would put your Shell rebate when shopping at his locations closer to around 10cents off per gallon, considering the rebate from the card as well as the rebate directly from John and his stations.

I wanted to let you know prior to the weekend coming in, and sorry this part of the proposal is coming in a little late!

Blake

On Wed, Dec 1, 2021 at 10:03 AM Blake Bannon <blake.bannon@wexinc.com> wrote:
Thanks for letting me know Kyle!

On Wed, Dec 1, 2021 at 9:34 AM Kyle Potthoff <potthoff@cityofmccook.com> wrote:

Blake,

We have received 2 proposals and will be evaluating them soon and taking a recommendation to the governing boards. I will let you know if we have any questions.

Thanks,

Kyle

From: Blake Bannon
Sent: Tuesday, November 30, 2021 4:28 PM
To: Kyle Potthoff <potthoff@cityofmccook.com>
Subject: Re: Shell Offer for City of McCook

Good Afternoon Kyle,

**CITY MANAGER'S REPORT
JANUARY 3, 2022 CITY COUNCIL MEETING**

ITEM: 3.F.

RECOMMENDATION:

AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR THE 2021 MAINTENANCE AGREEMENT BETWEEN THE CITY OF MCCOOK AND THE NEBRASKA DEPARTMENT OF ROADS.

BACKGROUND:

The City of McCook is responsible for the surface maintenance of all State of Nebraska highways located within the City limits. This document certifies that all roadway surface maintenance has been accomplished as per terms of the maintenance agreement between the City of McCook and the Nebraska Department of Roads.

FISCAL

IMPACT: None.

RECOMMENDATION:

AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR THE 2021 MAINTENANCE AGREEMENT BETWEEN THE CITY OF MCCOOK AND THE NEBRASKA DEPARTMENT OF ROADS.

APPROVALS:



Kyle Potthoff, Public Works Director

December 28, 2021



Nate Schneider, City Manager

December 28, 2021

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 17 QE 1718 Supp 4
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kurt Vosburg, Department of Transportation, McCook, Nebraska.

ATTEST: _____ day of _____, 20____.

City Clerk

Mayor/Designee

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

**CITY MANAGER'S REPORT
JANUARY 3, 2022 CITY COUNCIL MEETING**

ITEM: 3.G.

RECOMMENDATION:

APPROVE THE RENEWAL OF MAINTENANCE AGREEMENT NO. 17 BETWEEN THE NEBRASKA DEPARTMENT OF ROADS AND THE MUNICIPALITY OF MCCOOK AND AUTHORIZE THE MAYOR TO SIGN.

BACKGROUND:

This agreement outlines the maintenance responsibilities of both the City of McCook and the Nebraska Department of Roads concerning Highways 6 & 34 and Highway 83. The Nebraska Department of Roads is responsible for 10.66 lane miles within the corporate city limits of McCook and pays the the City of McCook an amount of \$2,100.00 per lane mile for the maintenance of these miles. This amounts to an annual payment of \$22,386.00.

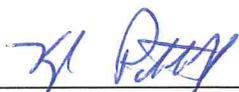
FISCAL

IMPACT: None

RECOMMENDATION:

APPROVE THE RENEWAL OF MAINTENANCE AGREEMENT NO. 17 BETWEEN THE NEBRASKA DEPARTMENT OF ROADS AND THE MUNICIPALITY OF MCCOOK AND AUTHORIZE THE MAYOR TO SIGN.

APPROVALS:



Kyle Potthoff, Public Works Director

December 28, 2021



Nate Schneider, City Manager

December 28, 2021



AGREEMENT RENEWAL

Maintenance Agreement No. 17
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of McCook
Municipal Extensions in McCook

We hereby agree that Maintenance Agreement No. 17 described above be renewed for
the period January 1, 2022 to December 31, 2022.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2017, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20_____.

ATTEST: City of _____ McCook _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF ROADS

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
 Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: MCCOOK

Date: 12/1/21

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.66 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 10.66 lane miles x \$2,100.00 per lane mile = \$22,386.00. ✓

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

ATTACHMENT "C"

City of MCCOOK

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
								STATE	CITY
W. City Limit to West Walmart Dr	6	84.38	84.78	0.40		2	0.80	0.00	0.00
West Walmart Dr to Jct.	6	84.78	85.17	0.39		3	1.17	0.78	0.39
Taper (4-lane to 2-lane) East to Jct. US-83	6	85.17	85.23	0.06		5	0.30	0.12	0.18
Equation	6	85.23	85.34	0.11		0	0.00	0.00	0.00
Jct. US-83 to East 7 th St	6	85.34	86.84	1.50		5	7.50	3.00	4.50
East 7 th St to East City Limits	6	86.84	87.59	0.75		4	3.00	1.50	1.50
South City Limit to East Jct	83	13.82	14.42	0.60		4	2.40	1.20	1.20
West Jct. US-6/34 & US-83 North to end of Divided Hwy	83	15.86	16.14	0.28		4	1.12	0.56	0.56
End of Divided Hwy to Taper (5-lane to 3-lane)	83	16.14	17.26	1.12		5	5.60	2.24	3.36
Taper (5-lane to 3-lane) North to North City Limits	83	17.26	17.49	0.23		3	0.69	0.46	0.23
TOTALS				5.52			22.58	10.66	11.92

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

ITEM: 3.I.

Receive and file the claims for the month of November 2021, published December 10, 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

December 15, 2021

CITY OF MCCOOK
CLAIMS FOR NOVEMBER 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 62.67; ACE-S 1786.84; AKRS-S 544.58; AMERICAN AGLAB-SC 1524.28; AMERICAN ELECTRIC-S 112.86; AMERITAS-SC 1687.20; ANYTIME TRI-STATE TOWING-SC 300.00; APPLIED CONNECTIVE-SC 150.00; ARROW CAR WASH-S 58.50; BETTER HOMES AND GARDENS-S 28.79; BILLING SERVICES REFUNDS-SC 2910.71; BLACK HILLS ENERGY-SC 2727.12; BLAKE'S SERVICE-S 998.00; BW TELCOM-SC 144.14; C&K-S 693.30; CAMBRIDGE TELEPHONE-SC 244.51; CARQUEST-S 2635.22; CARVER CINEMAS-SC 100.00; CASH WA-S 9178.29; CDW-G-SC 209.00; CENTURY LINK-SC 1202.20; CITY OF MCCOOK-PS 355370.81; CITY SELF INS-BT 173258.00; UTILITIES-SC 17113.23; CLINE WILLIAMS, WRIGHT JOHNSON-SC 512.50; CONSOLIDATED MGMT-SC 168.75; CREATIVE PRODUCT SOURCING-S 601.91; J. CROCKER-SC 58.95; D & L PEST CONTROL-S 268.00; D & S HARDWARE-S 1497.94; DAS STATE-SC 448.00; DE NORA WATER TECH-S 804.66; DEFENSIVE EDGE-SC 450.00; DIAMOND LAKE BOOKS-S 395.01; L DIMAS-SC 142.24; DOLAN CONSULTING-SC 995.00; DOUBLED-S 411.84; EAKES-S 3089.08; ENGINEERED CONTROLS-S 6780.00; FARRELL'S-S 199.00; FASTENAL-S 1792.50; FICA-PS 17836.57; FRENCHMAN VALLEY COOP-S 24268.23; FRONTIER COMMUNICATIONS-SC 34.19; FUSION CLOUD-SC 83.04; GARRISONS-S 743.00; GOOGLE SVCS-SC 475.93; GRAHAM TIRE-S 17053.50; GRAINGER INC-S 511.68; GREAT PLAINS COMM-SC 2508.13; D HARTWELL-S 750.00; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 84.50; K. HODGSON-S 150.00; HOMETOWN LEASING-SC 1340.64; HOTSY EQUIP-S 627.71; IDEAL-S 128.61; INLAND TRUCK-S 2919.74; IOWA PUMP WORKS-S 539.08; ISLAND SPRINKLER-S 61.55; J BAR J LANDFILL-SC 43834.59; R. JENSEN-SC 40.00; JLB WELDING-S 347.00; JOHNSON SERVICE CO-CO 33000.00; JOHNSTONE SUPPLY-S 202.96; K & C GRAIN-S 11921.92; L. KINNE-S 150.00; KOHL'S AUTO-S 1282.37; KOHLER TRAILER-S 599.00; K. KORGAN-S 39.00; LA QUINTA-SC 314.85; LAMP RYNEARSON-SC 4688.00, CO 637.00; C LEPPER-S 750.00; LIFE-ASSIST-S 535.65; MARC-S 110.98; MC CHAMBER-SC 5096.00; MC GAZETTE-SC

1617.80; MC HUMANE SOCIETY-S 3409.03; MPPD-SC 2304.52; MPS-SC 675.00; MC NET-SC 121.40; C. MCDONALD-S 750.00; MEAD-S 45.00; MEDICARE PS 4952.97; MERCHANT SRVS-SC 1161.98; R. METCALF-S 750.00; MICROMARKETING-S 2411.73; MIDLAND'S TOXICOLOGY-SC 210.00; MIDWEST LABS-SC 120.00; MILLER AND ASSOC-CO 4332.02, SC 200.00; MOUSEL, BROOKS, SCHNEIDER & MUSTION-SC 4673.19; MUNICIPAL SUPPLY-S 149911.44; MUTUAL OF OMAHA-SC 1854.02; NDEE-SC 22615.33; NE DEPT OF HEALTH-SC 483.00; NE DEPT REVENUE-SC 12062.65; NE LAW ENFORCEMENT-SC 1027.85; NE SAFETY & FIRE-S 348.00; NE SALT AND GRAIN-S 8158.50; NE TRUCK CENTER-S 769.93; NEBRASKA LAND TIRE-S 695.79; NICK'S DIST-S 887.61; NORTHERN SAFETY-S 93.78; NPPD-SC 48133.28; O'REILLY-S 186.43; ONE CALL CONCEPTS-SC 101.08; PARDE ELEC-S 1415.00; PAULSEN INC-S 1215.40; PAVEMENT REPAIR-CO 1075.00; PLATTE VALLEY COMM-S 310.00; PRAISE WINDOWS-S 2010.00; QUADIENT-SC 2000.00; QUILL-S 409.04; R & L SPRINKLERS-S 65.00; RAVENSWOOD ELECTRIC-S 112.50; RED WILLOW CO COURT-SC 51.00; RED WILLOW CO HEALTH-SC 2732.88; S RENNER-S 750.00; RJ THOMAS MFG-SC 1315.00; RUGGLES TRAILER-S 540.00; RUTT'S HEATING & AC-S 1902.75; M SCHOENEMAN-S 750.00; SEHNERT'S-SC 62.40; J SLATEN-S 750.00; S SMITH-S 750.00; SOUTHWEST FARM & AUTO-S 713.19; SWANSON SIGN CO-SC 105.00; TASTE OF HOME-S 104.80; TINKER TOM-S 12.00; TITAN MACHINERY-S 575.50; TREE REBATE-SC 325.00; TRAVELERS-SC 98250.00; TYLER TECH-SC 3815.00; UMR-SC 203671.88; UNION BANK-SC 21009.85; UNITECH-S 445.00; USPS-SC 1383.00; US FOODS-S 820.88; UTILITY REFUNDS-SC 269.85; N. VARGAS-SC 165.00; VERIZON-SC 2281.56; VIRTUAL ACADEMY-SC 483.00; VOLZ-S 341.08; WAGNER CHEVY-S 79.82; WAGNER FORD-S 330.77; WALMART-S 1067.80; WASTE SYSTEMS-S 1548.91; WPCI-SC 150.00; S YAGER-S 750.00; ZOLL-S 39.32.

-s- Lea Ann Doak
City Clerk

Publish: December 10, 2021

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

ITEM: 3.J.

Approve the application for a Special Designated Liquor License submitted by the Knights of Columbus 1126, Liquor License #I-003702, for the St. Patrick G.I.F.T. Gala to be held at the St. Patrick School & Gym, 401 East "F" Street, on March 18, 2022 from 5:00 P.M. to 10:00 P.M. and on March 19, 2023 from 5:00 P.M. to 12:00 A.M.

BACKGROUND:

The Knights will be hosting 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

December 15, 2021



Nathan A. Schneider, City Manager

December 15, 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

Knights of Columbus 1126

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

308 East 9th St McCook, Nebraska 69001

Retail Liquor License Address or Non-Profit Business Address

003702 Class I

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 3-18-22 3-19-22 _____

Event Start Time(s): 5:00 PM 5:00 PM _____

Event End Time(s): 10:00 PM 12:00 AM _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: St. Patrick School & Gym

Event Street Address/City: 401 East F Street McCook, NE 69001

Indoor area to be licensed in length & width: 76' x 81'

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

Type of Event: St Patrick G.I.F.T Gala Estimate # of attendees: 300

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: Rodney Solko Event Contact Phone Number: 785-475-4363

Event Contact Email: rodneysolko@hotmail.com

*Signature Authorized Representative: Rodney Solko Printed Name Rodney Solko

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

*Retail licensee -- Must be signed by a member listed on permanent license

*Non-Profit Organization -- Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

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

ITEM: 3.K.

Approve the application for a Special Designated Liquor License submitted by the Hillcrest Nursing Home Foundation for Music and Dinner/Fun Pianos to be held at the City of McCook Memorial Auditorium, 305 West 5th Street, on February 12, 2022 from 5:30 P.M. to 11:00 P.M.

BACKGROUND:

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

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2021



Nathan A. Schneider, City Manager

December 15, 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

Hillcrest Nursing Home Foundation

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

Retail Liquor License Address or Non-Profit Business Address

47-0739732

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

2/12/2021 *qBR*

Event Start Time(s):

5:30 pm

Event End Time(s):

11:00 pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: McCook Memorial Auditorium

Event Street Address/City: 302 West 5th Street, McCook, Nebraska

Indoor area to be licensed in length & width: 150 X 100

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

Type of Event: Music and Dinner/ Fun Pianos Estimate # of attendees: 300

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: Jacqueline Riener Event Contact Phone Number: 308-340-0063

Event Contact Email: jacqueriener21@gmail.com

*Signature Authorized Representative: *Jacqueline B. Riener* Printed Name Jacqueline B. Riener

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

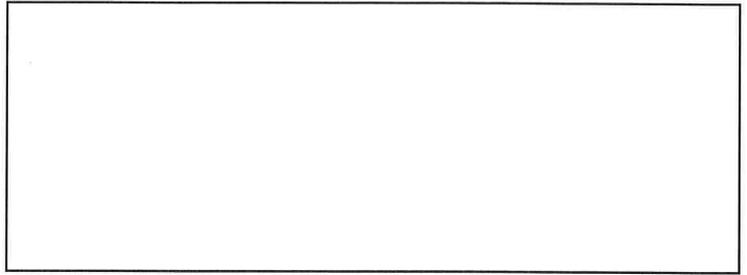
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Hillcrest Nursing Home Foundation

NAME OF CORPORATION

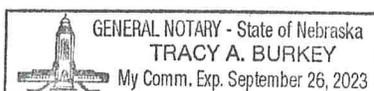
47-0739732

FEDERAL ID NUMBER

Jacqueline D. Kriener / V.P.
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 17th DAY OF December, 2021



Tracy A. Burkey
NOTARY PUBLIC SIGNATURE & SEAL

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

ITEM: 3.L.

Approve the application for a Special Designated Liquor License submitted by the McCook Chamber of Commerce for a Chamber Mixer to be held at the Keystone Business Center, 402 Norris Avenue, Suite 401, Cowork Space-4th Floor, on January 20, 2022 from 8:00 A.M. to 11:00 P.M.

BACKGROUND:

The Chamber will be hosting 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

December 15, 2021



Nathan A. Schneider, City Manager

December 15, 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

McCook Chamber of Commerce

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

402 Norris Ave STE 320 McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

47-0233780

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 1/20/22

Event Date(s):

Event Start Time(s): 8 am

Event End Time(s): 11 pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Keystone Business Center

Event Street Address/City: 402 Norris Ave, Suite 401, Cowork Space - 4th Floor (RL)

Indoor area to be licensed in length & width: 60 X 30

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

Type of Event: Chamber Mixer Estimate # of attendees: 100

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: Brandi McConnell Event Contact Phone Number: 308-345-3200

Event Contact Email: brandi@mccookchamber.org

*Signature Authorized Representative: Brandi McConnell Printed Name Brandi McConnell

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

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

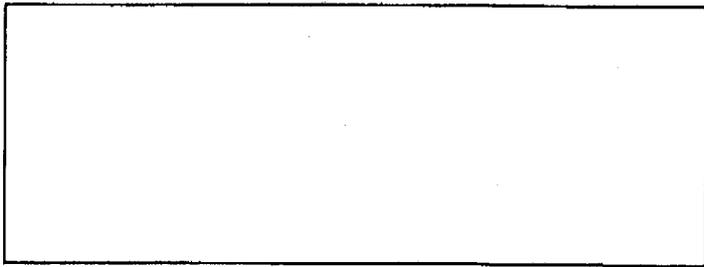
The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.portor@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES; OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

McCook Chamber of Commerce

NAME OF CORPORATION

47-0233780

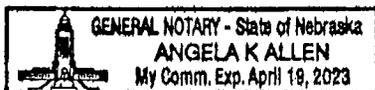
FEDERAL ID NUMBER

Broeli McConnell

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 14th DAY OF December 2021



Angela K. Allen
NOTARY PUBLIC SIGNATURE & SEAL

CITY MANAGER'S REPORT
DECEMBER 20, 2021 CITY COUNCIL MEETING

ITEM: 3.M.

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 3, THE CERTIFICATE OF SUBSTANTIAL COMPLETION AND PAY APPLICATION 6 (FINAL) FOR WATER SYSTEM IMPROVEMENTS ON WEST 5TH FROM 'G' STREET TO THE BOOSTER STATION AT 'M' STREET, ON EAST 14TH STREET FROM 'C' TO 'D' STREETS, ON 'D' STREET FROM EAST 14TH TO EAST 12TH AND FROM 'D' STREET TO THE CENTER OF THE CUL-DE-SAC ON GEMINI STREET.

BACKGROUND:

The West 5th Water System Improvements involved horizontal directional drilling (HDD) approximately 2,400 lineal feet of 16-inch dedicated water main under West 5th Street. Construction utilizing HDD reduced the amount of street pavement removal and was less disruptive to traffic and less water outages to customers were observed. The new main connects to an existing 16-inch main at West 5th and West 'G' Streets and extends north to the West 5th Booster Station near the intersection of West 5th and 'M' Streets.

The booster station pumps water from the low-pressure side of the distribution system to the West Water Tower. In turn water from the West Tower supplies the high-pressure side of the distribution system. The high-pressure side of the system includes most of west McCook, an area about one and a half square miles in size (roughly 960 acres).

Commercial and residential growth on the west side of town over the last few years has seen the demand on the west tower increase. The booster station is equipped with three pumps, each pump is capable of pumping 1,000 gpm individually. Prior to construction the pumps were supplied with a 12-inch main. This main also supplies customers along West 5th Street. Prior to construction when demand was high requiring more than one pump at the booster station to run, pressure in the 12-inch main at the booster station would drop below 20 psi. Regulations require the system to maintain a minimum of 20 psi throughout the system. Initial testing following construction resulted in being able to run multiple pumps at the booster station while still maintaining the 20 psi of pressure..

Adding the new dedicated 16-inch main will accomplish two goals, first a greater supply of water to the West 5th booster will be provided, which will allow more than one pump to run at the booster station and still maintain adequate pressure at the inlet pipe. Second by reducing demand on the 12-inch main customers connected to the 12-inch main should see a more stable supply.

The replacement of water main on East 14th from East C St. to East D St. and on East D to East 13th was included to the project. The East 14th Water System Improvements consisted of the replacement of approximately 220 L.F. of 10" Water Main, 360 L.F. of 8" Water Main, and the addition of 660 L.F. of 6" Water Main and also includes the replacement of 3 service line connections, one fire hydrant replacement and 8 valves.

The East 14th project will also loop dead end mains on East 12th and Gemini into the new main. This helps reduce water hammer, stagnant water and stable pressure in the area.

The original contract amount was for \$582,325.71. Change Order No. 1 did not increase the contract amount only extended the completion time. Change Order No. 2 for \$38,000 increased the contract amount to \$620,325.71 adjusting Change Order No. 3 for \$824.25 increased the contract to a final amount of \$621,149.96

CHANGE ORDER NUMBER 1.

Change Order No. 1 was approved March 24, 2020 and extended the contract construction time from November 1, 2020 to November 1, 2020.

CHANGE ORDER NUMBER 2

Change Order No. 2 added DWSRF requirements, including Governmental Requirements. This \$38,000 increase allowed the City to be eligible for loan forgiveness from the DWSRF program. This change order also extended the construction contract time to September 15, 2021

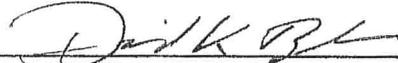
CHANGE ORDER NUMBER 3

Adjusting Change Order No. 3 balances, the bid quantities with the actual quantities and also included additional costs for conversion of the temporary sampling taps to permanent services with curb stops and boxes for use as future sampling stations. Addition of service line with curb stop and box to relocate a service connection on Gemini Court and for additional fittings required that were not included in the original bid. The final completion date was also adjusted to November 12, 2021.

FISCAL IMPACT: None

2018-2019 Annual Budget, Water Capital Replacement 70-53-56030, West 5th Transmission Main and South McCook Main Replacement, Water Revenues

APPROVALS:



David K. Blau, Project Engineer

Date: 12/13/2021



Jesse Dutcher, City Utility Director

Date: 12/13/2021



Nate Schneider, City Manager

Date: 12-15-21

Order No. 3
 Effective Date: 12/13/2021
 Agreement Date: 8/19/2019
 Project No. 200-C1-021

NAME OF PROJECT: WEST 5TH & EAST 14TH WATER SYSTEM IMPROVEMENTS

OWNER: CITY OF McCOOK

CONTRACTOR: MYERS CONSTRUCTION, INC.

The following changes are hereby made to the CONTRACT DOCUMENTS:

CHANGE ORDER NO. 3

ITEM NO.	DESCRIPTION	CONTRACT/INSTALLED QUANTITY			DIFFERENCE	UNIT PRICE	ADD/ DEDUCT
WEST 5TH IMPROVEMENTS							
2	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete In Place						
	a. 6" Diameter C900 DR 18	10	8	L.F.	-2	\$39.98	-\$79.96
	b. 12" Diameter C900 DR 18	10	5	L.F.	-5	\$59.20	-\$296.00
	c. 16" Diameter C900 DR 18	10	48	L.F.	38	\$90.10	\$3,423.80
10	Remove and Replace Concrete Pavement, Complete In Place						
	a. 6" Thick	250	320	S.Y.	70	\$80.50	\$5,635.00
11	Remove & Replace Curb & Gutter	10	64	L.F.	54	\$39.90	\$2,154.60
SUBTOTAL WEST 5TH WATER SYSTEM IMPROVEMENTS							\$10,837.44
EAST 1TH & D STREET WATER SYSTEM IMPROVEMENT							
13	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete In Place						
	a. 6" Diameter C900 DR 18	680	660	L.F.	-20	\$43.12	-\$862.40
15	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place						
	a. 6" 45 Degree Bend	1	2	Each	1	\$529.67	\$529.67
	h. 10"x8" Reducer	1	2	Each	1	\$651.66	\$651.66
16	Furnish & Install Valves and Boxes, Complete In Place						
	a. 6" Diameter	3	4	Each	1	\$1,272.85	\$1,272.85
17	Furnish & Install Insert Valve, Complete In Place						
	a. 8" Diameter	1	0	Each	-1	\$11,970.00	-\$11,970.00
18	Furnish & Install Connections, Complete In Place						
	b. 8" Diameter	1	0	Each	-1	\$734.36	-\$734.36
	c. 10" Diameter	2	3	Each	1	\$907.91	\$907.91
19	Furnish & Install Standard Service Connection w/ 1" Service Line and Tracer Wire						
		4	3	Each	-1	\$3,644.45	-\$3,644.45
20	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0.3	0	Acre	-0.3	\$3,960.00	-\$1,188.00
21	Remove and Replace Concrete Pavement, Complete In Place						
	a. 6" Thick	200	243	S.Y.	43	\$71.75	\$3,085.25
22	Remove & Replace Curb & Gutter	60	52	L.F.	-8	\$36.00	-\$288.00
23	Crushed Rock	10	0	Tons	-10	\$60.00	-\$600.00

ITEM NO.	DESCRIPTION	CONTRACT/INSTALLED QUANTITY			DIFFERENCE	UNIT PRICE	ADD/ DEDUCT
24	Construction Staking	1	0	L.S.	-1	\$2,000.40	-\$2,000.40
SUBTOTAL EAST 14TH & D STREET WATER SYSTEM IMPROVEMENTS							-\$14,840.27
GEMINI COURT WATER SYSTEM IMPROVEMENTS							
25	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	200	194	L.F.	-6	\$43.12	-\$258.72
26	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place a. 6" Diameter	200	202	L.F.	2	\$49.06	\$98.12
30	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0.1	0	Acre	-0.1	\$4,080.00	-\$408.00
31	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	25	41	S.Y.	16	\$79.98	\$1,279.68
32	Gravel Surfacing	3	0	Tons	-3	\$28.00	-\$84.00
33	Crushed Rock	10	0	Tons	-10	\$60.00	-\$600.00
SUBTOTAL GEMINI COURT WATER SYSTEM IMPROVEMENTS							\$27.08
C.	CHANGE ORDER #3 - Convert sample taps to permanent service with curb stop and boxes for use as sample stations. Addition of service line and curb stop and box on Gemini Court, additional fittings.	0	1	L.S.	1	\$4,800.00	\$4,800.00
TOTAL ADJUSTED CHANGE ORDER PRICE							\$824.25

JUSTIFICATION: To adjust contract quantities to actual quantities installed.

Change to CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	\$582,325.71
Net increase resulting from previous CHANGE ORDER:	\$38,000.00
Net increase resulting from this CHANGE ORDER:	\$824.25
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$621,149.96

Change to CONTRACT TIME:

The CONTRACT TIME will be increased to reflect a substantial completion date of November 12, 2021.

Approvals Required: To be effective, this order must be approved as required by the General Conditions.

Approved by: _____ MYERS CONSTRUCTION

Approved by: _____ CITY OF McCOOK

Approved by: _____ MILLER & ASSOCIATES



CERTIFICATE OF SUBSTANTIAL COMPLETION

ENGINEER'S PROJECT NO.: 200-C1-021-20

PROJECT NAME: WEST 5TH & EAST 14TH WATER SYSTEM IMPROVEMENTS

CONTRACTOR: MYERS CONSTRUCTION, INC.

CONTRACT FOR: \$582,325.71

AGREEMENT DATE:

August 19, 2019

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

No.	Description	Installed	Unit	Unit Price	Final Amount
WEST 5TH IMPROVEMENTS					
1	Mobilization	1	L.S.	\$50,000.00	\$50,000.00
2	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place				
	a. 6" Diameter C900 DR 18	8	L.F.	\$39.98	\$319.84
	b. 12" Diameter C900 DR 18	5	L.F.	\$59.20	\$296.00
	c. 16" Diameter C900 DR 18	48	L.F.	\$90.10	\$4,324.80
3	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place				
	a. 16" Diameter	2360	L.F.	\$119.34	\$281,642.40
4	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$3,221.45	\$3,221.45
5	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place				
	a. 16" 45 Degree Bend (Restrained)	1	Each	\$2,314.40	\$2,314.40
	b. 16" 90 Degree Bend (Restrained)	1	Each	\$2,727.04	\$2,727.04
	c. 16" x 12" Tee	1	Each	\$3,073.39	\$3,073.39
	d. 16" M.J. Plug	1	Each	\$744.77	\$744.77
6	Furnish & Install Valves and Boxes, Complete in Place				
	a. 6" Diameter	1	Each	\$1,194.92	\$1,194.92
	b. 16" Diameter	1	Each	\$9,129.82	\$9,129.82
7	Furnish & Install 6" Diameter Line-Stop	1	Each	\$9,000.00	\$9,000.00
8	Furnish & Install Tapping Tee w/Valve				
	a. 12"x12" Diameter	1	Each	\$7,807.01	\$7,807.01
	b. 16"x16" Diameter	1	Each	\$19,253.20	\$19,253.20
9	Install & Remove 16" Temporary Flushing Assembly	1	L.S.	\$2,973.54	\$2,973.54
10	Remove and Replace Concrete Pavement, Complete in Place				
	a. 6" Thick	320	S.Y.	\$80.50	\$25,760.00
11	Remove & Replace Curb & Gutter	64	L.F.	\$39.90	\$2,553.60
12	Construction Staking	1	L.S.	\$2,000.40	\$2,000.40
SUBTOTAL WEST 5TH WATER SYSTEM IMPROVEMENTS					\$428,336.58

No.	Description	Installed	Unit	Unit Price	Final Amount
EAST 1TH & D STREET WATER SYSTEM IMPROVEMENT					
13	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete In Place a. 6" Diameter C900 DR 18	660	L.F.	\$43.12	\$28,459.20
	b. 8" Diameter C900 DR 18	360	L.F.	\$48.38	\$17,416.80
	c. 10" Diameter C900 DR 18	220	L.F.	\$51.00	\$11,220.00
14	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$3,600.44	\$3,600.44
15	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete In Place a. 6" 45 Degree Bend	2	Each	\$529.67	\$1,059.34
	b. 6"x6" Tee	2	Each	\$918.56	\$1,837.12
	c. 8"x6" Cross	1	Each	\$1,232.27	\$1,232.27
	d. 8"x6" Reducer	1	Each	\$430.36	\$430.36
	e. 8" 90 Degree Bend	1	Each	\$653.18	\$653.18
	f. 8"x8" Tee	1	Each	\$870.50	\$870.50
	g. 6" M.J. Plug	1	Each	\$173.65	\$173.65
	h. 10"x8" Reducer	2	Each	\$651.66	\$1,303.32
	i. 10" 22 1/2 Degree Bend	2	Each	\$847.84	\$1,695.68
	j. 10" 45 Degree Bend	2	Each	\$874.58	\$1,749.16
	k. 10"x10" Tee	1	Each	\$1,372.09	\$1,372.09
16	Furnish & Install Valves and Boxes, Complete In Place a. 6" Diameter	4	Each	\$1,272.85	\$5,091.40
	b. 8" Diameter	2	Each	\$2,029.40	\$4,058.80
	c. 10" Diameter	2	Each	\$3,027.84	\$6,055.68
17	Furnish & Install Insert Valve, Complete In Place a. 8" Diameter	0	Each	\$11,970.00	\$0.00
18	Furnish & Install Connections, Complete In Place a. 6" Diameter	2	Each	\$643.36	\$1,286.72
	b. 8" Diameter	0	Each	\$734.36	\$0.00
	c. 10" Diameter	3	Each	\$907.91	\$2,723.73
19	Furnish & Install Standard Service Connection w/ 1" Service Line and Tracer Wire	3	Each	\$3,644.45	\$10,933.35
20	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0	Acre	\$3,960.00	\$0.00
21	Remove and Replace Concrete Pavement, Complete In Place a. 6" Thick	243	S.Y.	\$71.75	\$17,435.25
22	Remove & Replace Curb & Gutter	52	L.F.	\$36.00	\$1,872.00
23	Crushed Rock	0	Tons	\$60.00	\$0.00
24	Construction Staking	0	L.S.	\$2,000.40	\$0.00
SUBTOTAL EAST 14TH & D STREET WATER SYSTEM IMPROVEMENTS					\$122,530.04

No.	Description	Installed	Unit	Unit Price	Final Amount
GEMINI COURT WATER SYSTEM IMPROVEMENTS					
25	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place a. 6" Diameter C900 DR 18	194	L.F.	\$43.12	\$8,365.28
26	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place a. 6" Diameter	202	L.F.	\$49.06	\$9,910.12
27	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place a. 6" 90 Degree Bend	1	Each	\$481.80	\$481.80
28	Furnish & Install Valves and Boxes, Complete in Place a. 6" Diameter	1	Each	\$1,288.43	\$1,288.43
29	Furnish & Install Tapping Tee w/Valve a. 6" x 6" Diameter	1	Each	\$2,158.13	\$2,158.13
30	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0	Acre	\$4,080.00	\$0.00
31	Remove and Replace Concrete Pavement, Complete in Place a. 6" Thick	41	S.Y.	\$79.98	\$3,279.18
32	Gravel Surfacing	0	Tons	\$28.00	\$0.00
33	Crushed Rock	0	Tons	\$60.00	\$0.00
34	Construction Staking	1	L.S.	\$2,000.40	\$2,000.40
SUBTOTAL GEMINI COURT WATER SYSTEM IMPROVEMENTS					\$27,483.34
A.	CHANGE ORDER #1 - Time Extension	1	L.S.	\$0.00	\$0.00
B.	CHANGE ORDER #2 - Addition of DWSRF requirements, including the attached Governmental Requirements section (73 pages, and signature forms)	1	L.S.	\$38,000.00	\$38,000.00
C.	CHANGE ORDER #3 - Convert sample taps to permanent service with curb stop and boxes for use as sample stations. Addition of service line and curb stop and box on Gemini Court, additional fittings.	1	L.S.	\$4,800.00	\$4,800.00
TOTAL CONSTRUCTION COST					\$621,149.96

TO: CITY OF McCOOK

AND TO: MYERS CONSTRUCTION, INC.

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Completion: November 12, 2021

The following documents are attached to and made a part of this Certificate:

FINAL PAY ESTIMATE

CHANGE ORDER #3

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on this ____ day of _____, in the year 20____.

**MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.**

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on the ____ day of _____, in the year 20____.

MYERS CONSTRUCTION, INC.

By _____

The OWNER accepts this Certificate of Substantial Completion on the ____ day of _____, in the year 20____.

CITY OF McCOOK

By _____



APPLICATION FOR PAYMENT

PROJECT: WEST 5TH & EAST 14TH WATER SYSTEM IMPR.

ENGINEER: MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.

ENGINEER'S PROJECT NO. 200-C1-021

TO: (OWNER) CITY OF McCOOK

CONTRACTOR: MYERS CONSTRUCTION, INC.

PO BOX 1059

CONTRACT FOR: \$582,325.71

McCOOK, NE 69001

APPLICATION DATE: 12/13/21

APPLICATION NO.: 6-FINAL

ATTN: LEAANN DOAK

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: November 12, 2021

CHANGE ORDER SUMMARY:

Application is made for payment, as shown below in connection with the Contract.

Continuation sheets are attached.

Change orders approved in previous month by Owner.

The present status of the account is as follows:

CO #	DATE	ADDITIONS	DEDUCTIONS
1	3/24/20	\$0.00	\$0.00
2	4/14/21	\$38,000.00	\$0.00
3	12/13/21	\$824.25	\$0.00
4			
5			
TOTAL		\$38,824.25	\$0.00
NET CHANGE		\$38,824.25	

ORIGINAL CONTRACT PRICE.....	\$582,325.71
Net Change by Change Orders & Written Amendments	<u>\$38,824.25</u>
CURRENT CONTRACT PRICE.....	\$621,149.96
TOTAL COMPLETED & STORED TO DATE.....	\$621,149.96
LESS RETAINAGE : 0%	<u>\$0.00</u>
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$621,149.96
LESS PREVIOUS APPLICATION FOR PAYMENT.....	<u>\$468,805.48</u>
AMOUNT DUE THIS APPLICATION.....	\$152,344.48

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1-5, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

CONTRACTOR: MYERS CONSTRUCTION, INC.

ENGINEER: MILLER & ASSOCIATES

By: _____

OWNER: CITY OF McCOOK

BY: _____

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	SRF



By: _____ Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER: 6-FINAL

APPLICATION DATE: 12/13/21

FOR WORK ACCOMPLISHED THROUGH : 11/12/21

ENGINEER'S PROJECT #: 200-C1-021

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
WEST 5TH IMPROVEMENTS								
1	Mobilization	1	L.S.	\$50,000.00	1	\$50,000.00		\$50,000.00
2	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape							
	a. 6" Diameter C900 DR 18	10	L.F.	\$39.98	8	\$319.84		\$319.84
	b. 12" Diameter C900 DR 18	10	L.F.	\$59.20	5	\$296.00		\$296.00
	c. 16" Diameter C900 DR 18	10	L.F.	\$90.10	48	\$4,324.80		\$4,324.80
3	Furnish & Install Horizontal Directional Drill Water Main w/Tracer							
	a. 16" Diameter	2360	L.F.	\$119.34	2360	\$281,642.40		\$281,642.40
4	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$3,221.45	1	\$3,221.45		\$3,221.45
5	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene							
	a. 16" 45 Degree Bend (Restrained)	1	Each	\$2,314.40	1	\$2,314.40		\$2,314.40
	b. 16" 90 Degree Bend (Restrained)	1	Each	\$2,727.04	1	\$2,727.04		\$2,727.04
	c. 16" x 12" Tee	1	Each	\$3,073.39	1	\$3,073.39		\$3,073.39
	d. 16" M.J. Plug	1	Each	\$744.77	1	\$744.77		\$744.77
6	Furnish & Install Valves and Boxes, Complete in Place							
	a. 6" Diameter	1	Each	\$1,194.92	1	\$1,194.92		\$1,194.92
	b. 16" Diameter	1	Each	\$9,129.82	1	\$9,129.82		\$9,129.82
7	Furnish & Install 6" Diameter Line-Stop	1	Each	\$9,000.00	1	\$9,000.00		\$9,000.00
8	Furnish & Install Tapping Tee w/Valve							
	a. 12"x12" Diameter	1	Each	\$7,807.01	1	\$7,807.01		\$7,807.01
	b. 16"x16" Diameter	1	Each	\$19,253.20	1	\$19,253.20		\$19,253.20
9	Install & Remove 16" Temporary Flushing Assembly	1	L.S.	\$2,973.54	1	\$2,973.54		\$2,973.54
10	Remove and Replace Concrete Pavement, Complete In Place							
	a. 6" Thick	250	S.Y.	\$80.50	320	\$25,760.00		\$25,760.00
11	Remove & Replace Curb & Gutter	10	L.F.	\$39.90	64	\$2,553.60		\$2,553.60
12	Construction Staking	1	L.S.	\$2,000.40	1	\$2,000.40		\$2,000.40
SUBTOTAL WEST 5TH WATER SYSTEM IMPROVEMENTS						\$428,336.58		\$428,336.58
EAST 1TH & D STREET WATER SYSTEM IMPROVEMENT								
13	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape							
	a. 6" Diameter C900 DR 18	680	L.F.	\$43.12	660	\$28,459.20		\$28,459.20
	b. 8" Diameter C900 DR 18	360	L.F.	\$48.38	360	\$17,416.80		\$17,416.80
	c. 10" Diameter C900 DR 18	220	L.F.	\$51.00	220	\$11,220.00		\$11,220.00
14	Furnish & Install 5 1/2 Ft. Bury Fire Hydrant	1	Each	\$3,600.44	1	\$3,600.44		\$3,600.44
15	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene							
	a. 6" 45 Degree Bend	1	Each	\$529.67	2	\$1,059.34		\$1,059.34
	b. 6"x6" Tee	2	Each	\$918.56	2	\$1,837.12		\$1,837.12

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER: 6-FINAL

APPLICATION DATE: 12/13/21

FOR WORK ACCOMPLISHED THROUGH : 11/12/21

ENGINEER'S PROJECT #: 200-C1-021

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
	c. 8"x6" Cross	1	Each	\$1,232.27	1	\$1,232.27		\$1,232.27
	d. 8"x6" Reducer	1	Each	\$430.36	1	\$430.36		\$430.36
	e. 8" 90 Degree Bend	1	Each	\$653.18	1	\$653.18		\$653.18
	f. 8"x8" Tee	1	Each	\$870.50	1	\$870.50		\$870.50
	g. 6" M.J. Plug	1	Each	\$173.65	1	\$173.65		\$173.65
	h. 10"x8" Reducer	1	Each	\$651.66	2	\$1,303.32		\$1,303.32
	i. 10" 22 1/2 Degree Bend	2	Each	\$847.84	2	\$1,695.68		\$1,695.68
	j. 10" 45 Degree Bend	2	Each	\$874.58	2	\$1,749.16		\$1,749.16
	k. 10"x10" Tee	1	Each	\$1,372.09	1	\$1,372.09		\$1,372.09
16	Furnish & Install Valves and Boxes, Complete in Place							
	a. 6" Diameter	3	Each	\$1,272.85	4	\$5,091.40		\$5,091.40
	b. 8" Diameter	2	Each	\$2,029.40	2	\$4,058.80		\$4,058.80
	c. 10" Diameter	2	Each	\$3,027.84	2	\$6,055.68		\$6,055.68
17	Furnish & Install Insert Valve, Complete in Place							
	a. 8" Diameter	1	Each	\$11,970.00	0	\$0.00		\$0.00
18	Furnish & Install Connections, Complete in Place							
	a. 6" Diameter	2	Each	\$643.36	2	\$1,286.72		\$1,286.72
	b. 8" Diameter	1	Each	\$734.36	0	\$0.00		\$0.00
	c. 10" Diameter	2	Each	\$907.91	3	\$2,723.73		\$2,723.73
19	Furnish & Install Standard Service Connection w/ 1" Service Line and Tracer Wire	4	Each	\$3,644.45	3	\$10,933.35		\$10,933.35
20	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0.3	Acre	\$3,960.00	0	\$0.00		\$0.00
21	Remove and Replace Concrete Pavement, Complete In Place							
	a. 6" Thick	200	S.Y.	\$71.75	243	\$17,435.25		\$17,435.25
22	Remove & Replace Curb & Gutter	60	L.F.	\$36.00	52	\$1,872.00		\$1,872.00
23	Crushed Rock	10	Tons	\$60.00	0	\$0.00		\$0.00
24	Construction Staking	1	L.S.	\$2,000.40	0	\$0.00		\$0.00
SUBTOTAL EAST 14TH & D STREET WATER SYSTEM IMPROVEMENTS						\$122,530.04		\$122,530.04
GEMINI COURT WATER SYSTEM IMPROVEMENTS								
25	Furnish & Install PVC Water Main w/Tracer Wire & Locator Tape Per Specifications, Complete in Place							
	a. 6" Diameter C900 DR 18	200	L.F.	\$43.12	194	\$8,365.28		\$8,365.28
26	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire, Complete in Place							
	a. 6" Diameter	200	L.F.	\$49.06	202	\$9,910.12		\$9,910.12

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER: 6-FINAL

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FOR WORK ACCOMPLISHED THROUGH : 11/12/21

ENGINEER'S PROJECT #: 200-C1-021

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
27	Furnish & Install Ductile Iron Pipe Fittings with Polyethylene Encasement, Complete in Place							
	a. 6" 90 Degree Bend	1	Each	\$481.80	1	\$481.80		\$481.80
28	Furnish & Install Valves and Boxes, Complete in Place							
	a. 6" Diameter	1	Each	\$1,288.43	1	\$1,288.43		\$1,288.43
29	Furnish & Install Tapping Tee w/Valve							
	a. 6" x 6" Diameter	1	Each	\$2,158.13	1	\$2,158.13		\$2,158.13
30	Furnish & Apply Seeding, Mulching & Fertilizer, as specified on Drawings	0.1	Acre	\$4,080.00	0	\$0.00		\$0.00
31	Remove and Replace Concrete Pavement, Complete In Place							
	a. 6" Thick	25	S.Y.	\$79.98	41	\$3,279.18		\$3,279.18
32	Gravel Surfacing	3	Tons	\$28.00	0	\$0.00		\$0.00
33	Crushed Rock	10	Tons	\$60.00	0	\$0.00		\$0.00
34	Construction Staking	1	L.S.	\$2,000.40	1	\$2,000.40		\$2,000.40
SUBTOTAL GEMINI COURT WATER SYSTEM IMPROVEMENTS						\$27,483.34		\$27,483.34
A.	CHANGE ORDER #1 - Time Extension	1	L.S.	\$0.00	1	\$0.00		\$0.00
B.	CHANGE ORDER #2 - Addition of DWSRF requirements, including the attached Governmental Requirements section (73 pages, and signature forms)	1	L.S.	\$38,000.00	1	\$38,000.00		\$0.00
C.	CHANGE ORDER #3 - Convert sample taps to permanent service with curb stop and boxes for use as sample stations. Addition of service line and curb stop and box on Gemini Court, additional fittings.	0	L.S.	\$4,800.00	1	\$4,800.00		\$0.00
TOTAL CONSTRUCTION COST						\$621,149.96		\$578,349.96

CITY MANAGER'S REPORT
December 20, 2021, CITY COUNCIL MEETING

ITEM 3.N.

2021.28

RECOMMENDATION:

Adopt Resolution No. , ratifying the CTS Trip Master Software license agreement with the City of McCook. With the implementation of this agreement, the City of McCook Transit will be able to provide better service and more accurate data collection for the monthly reports sent to the State for our monthly reimbursement.

BACKGROUND:

With the available Federal and State funds the City of McCook Public Transit will be reimbursed 100% for the startup cost and will enter into an agreement with CTS Trip Master. The annual fees will be submitted, and the City of McCook Public Transit will be responsible for 10% of the annual fee of \$3,390. With the implementation of this agreement, we will receive onsite startup training and follow up training of all transit employees. After talking to other transit managers who are already using this system, they are reporting it to be user friendly, time saving for data collection, more accurate data collection, receiving good support, greater ease of Medicare payments, better tracking of pre-trip and post trip inspections and maintenance schedules. Also looking to the future, we will be able to schedule trips with other providers who perform out of town trips.

The main portion of the agreement is included with this report. There are attachments that are too lengthy to include with the agreement but they can be made available on request.

FISCAL IMPACT:

McCook will be responsible for 10% of the annual licensing fee of \$3,390.

APPROVALS:

prepared by
Beth Siegfried, Senior Services Director

12/14/2021
Date

[Signature]

Nate Schneider

12-15-21
Date

RESOLUTION NO. 2021-28

**SIGNING OF THE
Software License and Services Agreement**

Whereas: Foxster Opco, LLC, dba CTS Software is the owner of Trip Master software and related documentation and materials for use in the Public/Private Transportation activities; and

Whereas: The City of McCook Public Transit desires to acquire the non-exclusive, non-transferable right to use said software under the terms and conditions set forth herein; and

Whereas: Federal and State funds are available to reimburse the City of McCook Public Transit 100% of the startup cost and 10% of the annual fee.

NOW THEREFORE, BE IT RESOLVED that the Mayor of the City of McCook is hereby authorized to sign the Software License and Services Agreement between Foxster Opco, LLC, dba CTS Software, a North Carolina corporation, and the City of McCook Public Transit.

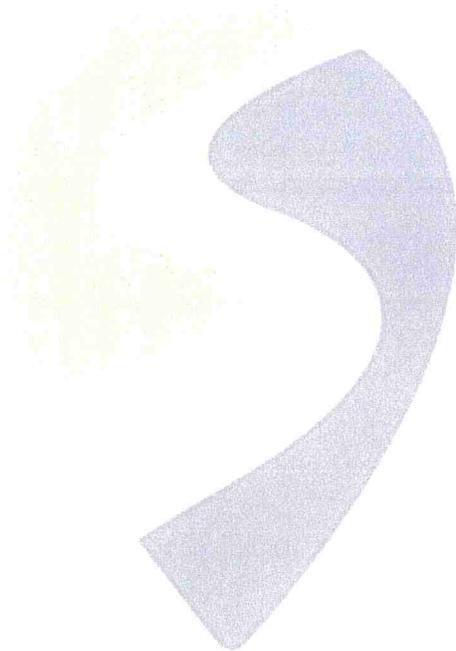
Adopted this 20th day of December, 2021 at McCook, Nebraska.

Michael D. Gonzales, Mayor

ATTEST:

Lea Ann Doak, City Clerk

Software and License Agreement



TripMaster

by





SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the "Agreement") is made and entered into as of August 17, 2021 (the "Effective Date"), by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and City of McCook Public Transit located at 1312 West 5th St. McCook, NE. 69001 ("Licensee"). Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation Industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Compliance with Federal and State Procurement Regulations. The Parties acknowledge that this agreement is executed pursuant to the terms of RFQ R207-20 and shall incorporate the terms of these documents subject to the order of precedence defined herein.

Order of Precedence. If there is a conflict between the Body of this Agreement and any of the Exhibits attached hereto with the documents listed below, then the higher level document will supersede any of the lower level documents in accordance with the following order of precedence, from highest to lowest:

- (a) Addendums to the RFQ
- (b) rfq-r207-20-transit-scheduling-system-revised
- (c) r207-20-attachment-b-revised-advanced-scheduling-system-matrices
- (d) Software and License Agreement
- (e) CTS Software Response to RFQ for Nebraska DOT - Advanced

Acceptance. All acceptance shall be provided in writing by the Licensee. Unless otherwise stated, no Licensee may permit the commencement of the provision of any goods or services by the Licensor without the written concurrence of the State of Nebraska Department of Transportation.

Body of Agreement

1. Definitions

In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof;
- "Confidential Information" Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party's business, products, services, content, finances, subscribers, source code,

SOFTWARE LICENSE AND SERVICES AGREEMENT

tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available;

“Documentation”	All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software;
“Licensor Software”	The software as identified in Schedule A of this Agreement;
“Hardware”	Means a physically tangible electro-mechanical system or sub-system and associated documentation.
“Updates”	Refers to fixes and minor changes to the Licensor Software.
“Upgrades”	Means and refers to major changes to or a new release of the Licensor Software including without limitation any new major release of the Licensor Software.

2. Software License

2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor’s or its designated third party’s servers, and use the Documentation, solely for Licensee’s own lawful internal business uses.

2.2 License Restrictions; Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:

- a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

3. Updates, Upgrades and Backup Services

3.1 Updates.

- a. Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
- b. Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor’s general customer base.

3.2 Upgrades.

- a. Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).

SOFTWARE LICENSE AND SERVICES AGREEMENT

- b. Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
- c. Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
- d. Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
- e. Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.

3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

5. Services

5.1 Support Services.

- a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

6. Fees and Payment

6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will bear interest at one and one-half percent (1.5%) per month until the overdue payment and accrued interest are fully paid.

SOFTWARE LICENSE AND SERVICES AGREEMENT

- 6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.
- 6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together with interest at a rate equal to one and one-half percent (1.5%) per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

7. Warranties

- 7.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other than Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 7.2 Licensor Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.
- 7.3 Licensor General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- 7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject,

SOFTWARE LICENSE AND SERVICES AGREEMENT

do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.

- 7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.
- 7.6 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

8. Reserved

9. Additional Terms

- 9.1 Third-Party Products and Services. The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.
- 9.2 Online Liability Waiver.
- It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.
 - Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.

SOFTWARE LICENSE AND SERVICES AGREEMENT

10. Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

11. Term and Termination

11.1 Term. Unless terminated earlier in accordance with the RFQ-R207-20-Transit Scheduling-System-Revised Section II. Term and Conditions Subsection S. Early Terminations and Section III. Required Federal Clauses Subsection E. Termination -the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of three years ("Initial Term"). At the end of the Initial Term, the Agreement will be renewed for two (2) one (1) year extensions upon request with a written notice and approval and shall continue in accordance with its provisions. After year five (5) is complete, the Licensee will have the option to extend the contract one year under the same terms, conditions, and pricing. (each such year, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").

12. Reserved

13. General

13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.

13.2 Reserved.

13.3 Reserved.

13.4 Reserved.

13.5 Reserved.

13.6 Dispute Resolution. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties' project teams, then the dispute shall be referred for resolution to appropriate members of the executive team of each Party who shall meet and resolve the dispute, if possible, within fifteen (15) business days from the date of such reference. If said members of the executive team of each Party are unable to resolve the dispute within fifteen (15) business days, then the dispute shall be referred to a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed pursuant to the Rules of the American Arbitration Association. The arbitration shall be held in such place as the arbitrator shall select and shall be adjudicated in accordance with the aforementioned Rules and the decision of the arbitrator shall be made within thirty (30) days from the appointment of the arbitrator and be final and binding upon the parties. The arbitrator's fees and expenses shall be paid by the Parties as determined by the arbitrator.

13.7 Reserved.

13.8 Reserved.

SOFTWARE LICENSE AND SERVICES AGREEMENT

- 13.9 Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.10 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.
- 13.11 Publicity. Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.
- 13.12 Audits. Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

14. Insurance

- 14.1 Reserved.
- 14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the Licensor shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.
- 14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.
- 14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.



SOFTWARE LICENSE AND SERVICES AGREEMENT

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

Foxster Opco, LLC, dba CTS Software

City of McCook Public Transit

Signature: _____

Signature: _____

Printed Name: Amie L. Green _____

Printed Name: _____

Title: Finance Director _____

Title: _____

Date: _____

Date: _____

[Remainder of page intentionally left blank.]

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

ITEM: 3.O.

Receive and file the 2022/2023 Council Radio Show Schedule.

BACKGROUND:

Copy of schedule attached.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2021

**RADIO SHOW SCHEDULE
2022/2023**

01/2022	Rambali
01/2022	Gonzales
02/2022	Muehlenkamp
02/2022	Weedin
03/2022	Calvin
03/2022	Rambali
04/2022	Gonzales
04/2022	Muehlenkamp
05/2022	Weedin
05/2022	Calvin
06/2022	Rambali
06/2022	Gonzales
07/2022	Muehlenkamp
07/2022	Weedin
08/2022	Calvin
08/2022	Rambali
09/2022	Gonzales
09/2022	Muehlenkamp
10/2022	Weedin
10/2022	Calvin
11/2022	Rambali
11/2022	Gonzales
12/2022	Muehlenkamp
12/2022	Weedin
01/2023	Calvin
01/2023	Rambali
02/2023	Gonzales
02/2023	Muehlenkamp
03/2023	Weedin
03/2023	Calvin

CITY MANAGERS REPORT
DECEMBER 20, 2021, CITY COUNCIL MEETING

ITEM: 3.D.

RECOMMENDATION:

Approve state bid from Anderson Ford of Lincoln for \$34,496.00 per unit.

BACKGROUND:

The City of McCook made public notice of bid for new current model year Police Interceptor/Pursuit Utility Vehicles for the McCook Police Department. The City of McCook received bids for new current model year Police Package Ford Explorers from Bill Summers Ford of North Platte, NE for \$39,200.40 per unit and state bid from Anderson Ford of Lincoln, NE for \$34,496.00 per unit.

FISCAL IMPACT:

The purchase of three new vehicles for the McCook Police department were approved in the 2021-2022 budget.

APPROVALS:



JOEL SMITH CHIEF OF POLICE

12-15-21
DATE



NATHAN A. SCHNEIDER CITY MANAGER

12-15-21
DATE

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

ITEM: 3.H.

AUTHORIZE STAFF TO PROCEED WITH THE PURCHASE OF AN ADDITIONAL 64 NICHE COLUMBARIUM FROM CARPENTER BRELAND FUNERAL HOME TO BE PLACED NEAR THE EXISTING COLUMBARIUM AT MEMORIAL PARK CEMETERY.

BACKGROUND:

Back in 2001 a 64 niche columbarium was purchased with funds provided by the United Methodist Church. This columbarium includes a praying hands statue that has been placed on top. The current columbarium was purchased for \$23,505.00 from Eickhof Columbaria. In addition to the columbarium, the City of McCook purchased 4 matching benches in the amount of \$9,200.00. These benches are located near the columbarium. Out of the 64 niche's that make up the columbarium, we currently have 10 niche's available for purchase.

As part of the purchase of the columbarium, a future expansion plan was presented to the City of McCook. This plan included the placement of 4 additional rectangular shaped columbarium structures, that at the time were presented as having 64 additional niche's each. With only 15% of the niche's available, it is time to look at additional columbarium space.

We have received quotes from two companies for the purchase of an additional structure.

Eickhof Columbaria presented us with 2 options. Option A was for an 84 niche structure with a combination of 8"x8" and 12" and 12" niches at a cost of \$50,100.00(\$596.43/niche). Option B was for a 64 niche structure with all of them being 12"x12" niches at a cost of \$46,600.00(\$728.13/niche). The entire structure would be polished granite similar to the existing structure.

Carpenter Breland Funeral Home presented us with options. All of these options will be rectangular in shape and be two sided. Option 1 is for a 64 niche structure consisting of 12"x11" niches at a cost of \$28,983.52(\$452.87/niche). Option 2 is for a 72 niche structure consisting of 12"x11" niches at a cost of \$32,178.18(\$446.92/niche). Option 3 is for an 80 niche structure consisting of 12"x11" niches at a cost of \$35,494.00(\$443.68/niche). These quotes include freight and crane rental.

City staff is recommending to accept Option 1 from Carpenter Breland Funeral Home. The granite on the openings of the niches will have matching polished granite similar to the existing columbarium with the surrounding granite being rough textured.

Due to the concrete beginning to deteriorate around the existing columbarium, we plan to remove the existing concrete and pour new concrete, including footings for the new structure, as well as footings for additional structure needs in the future. The existing concrete area will be enlarged in order to accommodate

future expansion. We are working on securing quotes for this additional concrete work.

Delivery of the new structure is anticipated to take 6-8 months.

**FISCAL
IMPACT:** None.

RECOMMENDATION:

**AUTHORIZE STAFF TO PROCEED WITH THE PURCHASE OF AN
ADDITIONAL COLUMBARIUM FROM CARPENTER BRELAND FUNERAL
HOME TO BE PLACED NEAR THE EXISTING COLUMBARIUM AT
MEMORIAL PARK CEMETERY.**

APPROVALS:

Kyle Potthoff, Public Works Director

December 9, 2021



Nate Schneider, City Manager

December 9, 2021

Carpenter Breland Funeral Home

*305 West C ~ PO Box 476
McCook, NE 69001
308-345-3838*

Memorial Park Columbarium Expansion Maple Granite with Dakota Mahogany Doors

Option 1

Two-sided 12 inch by 11 inch niches
Layout: 4 high and 8 long for a total of 64 total niches

Columbarium granite cost \$24,636
Current Freight cost \$3,547.52
Current crane cost \$183 to \$200 per hour with a 4-hour minimum

Option 2

Two-sided 12 inch by 11 inch niches
Layout: 6 high and 6 long for a total of 72 total niches

Columbarium granite cost \$27,716
Current Freight cost \$3,662.18
Current crane cost \$183 to \$200 per hour with a 4-hour minimum

Option 3

Two-sided 12 inch by 11 inch niches
Layout: 5 high and 8 long for a total of 80 total niches

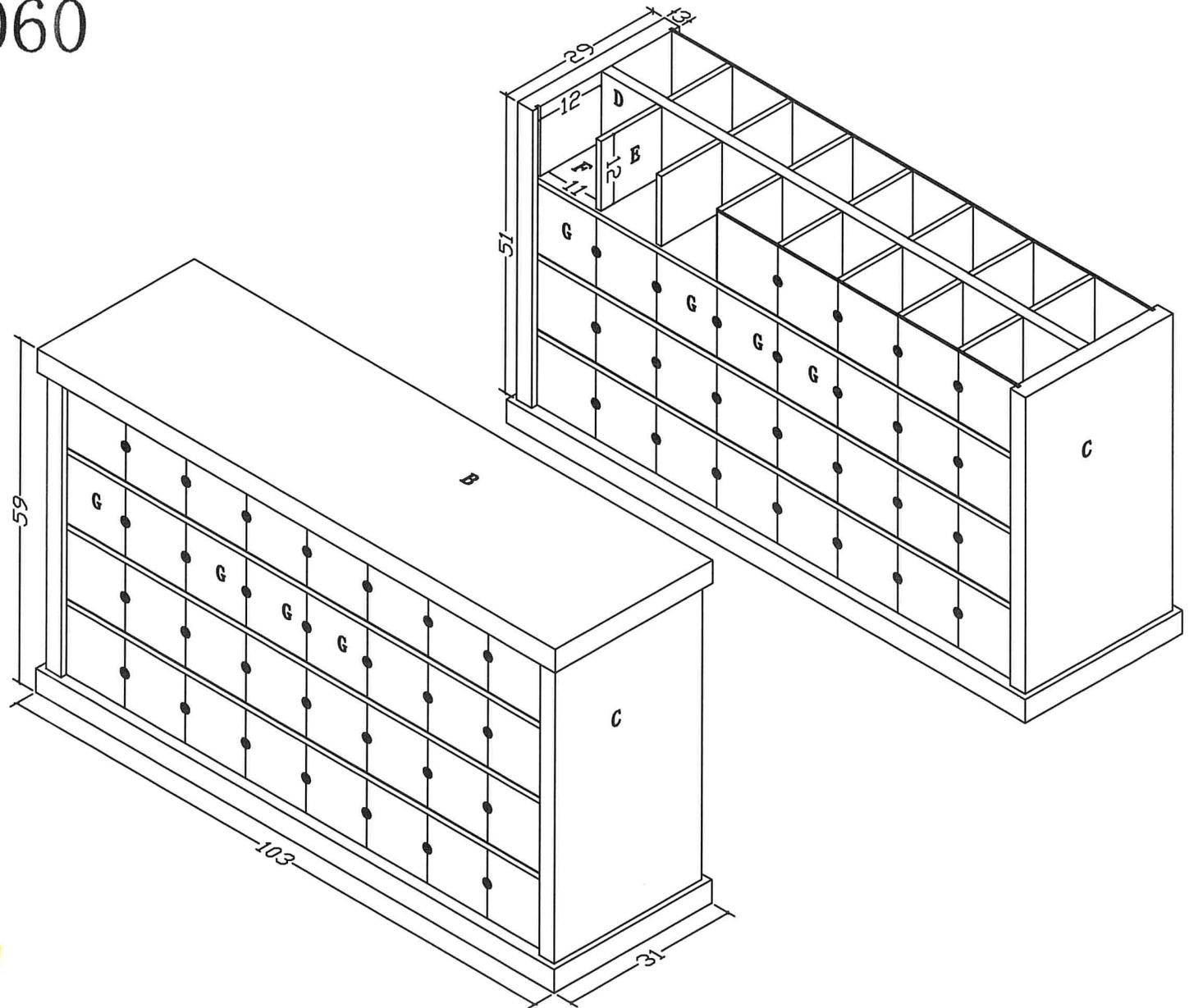
Columbarium granite cost \$30,796
Current Freight cost \$3,898
Current crane cost \$183 to \$200 per hour with a 4-hour minimum

Benches

We would suggest moving the three current benches to the south side of the columbarium. This would give a total of four on that side and could be used for additional seating for services held on site.

We would suggest adding additional benches to each side of each new columbarium as needed. We would also suggest that they be in Dakota Mahogany to match the other benches and the rest of the columbarium. There are several different sizes and we are happy to price them out once the size of the desired columbarium is determined.

CFS-L-060



Item: inch

A: 103*31*4H

B: 103*31*4H

C: 2 (29*3*51H)

D: 95*2*51H

E: 56 (12*1*12H)

F: 6 (96*12.5*1H)

G: 64 (12*0.4*12H)

CFS-L-023-1

Item: inch

A: 79*31*4H

B: 79*31*4H

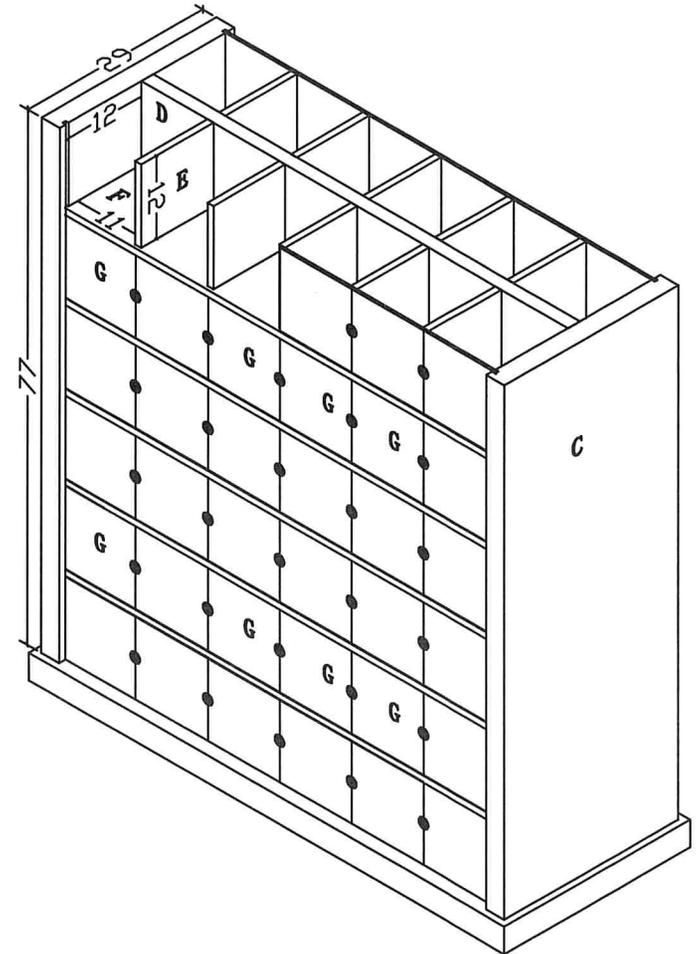
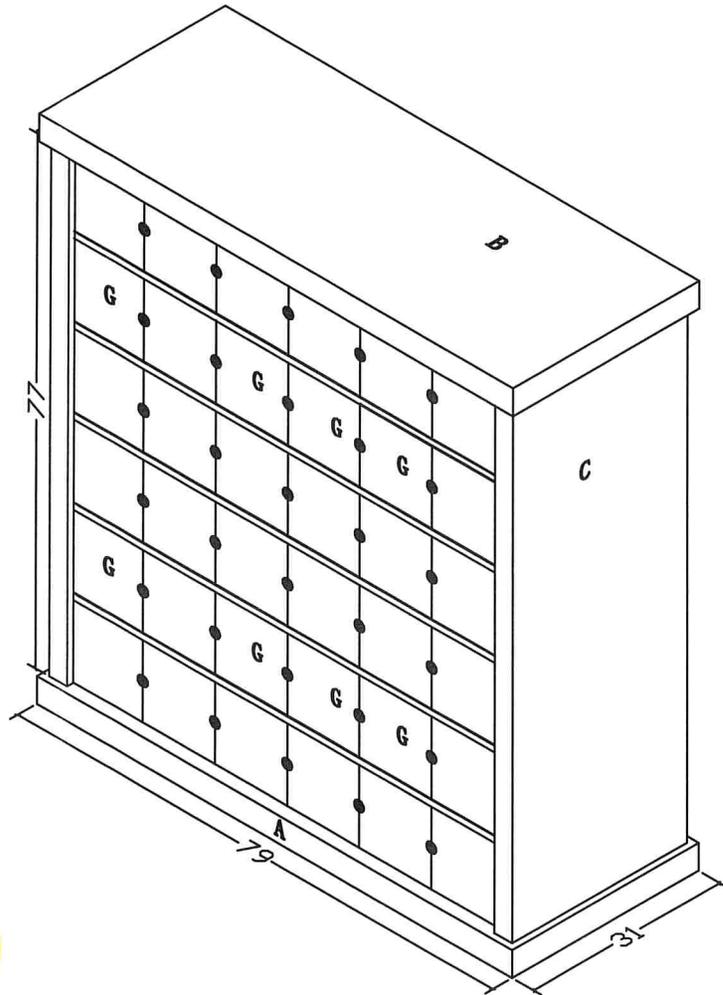
C: 2 (29*3*77H)

D: 71*2*77H

E: 60 (12*1*12H)

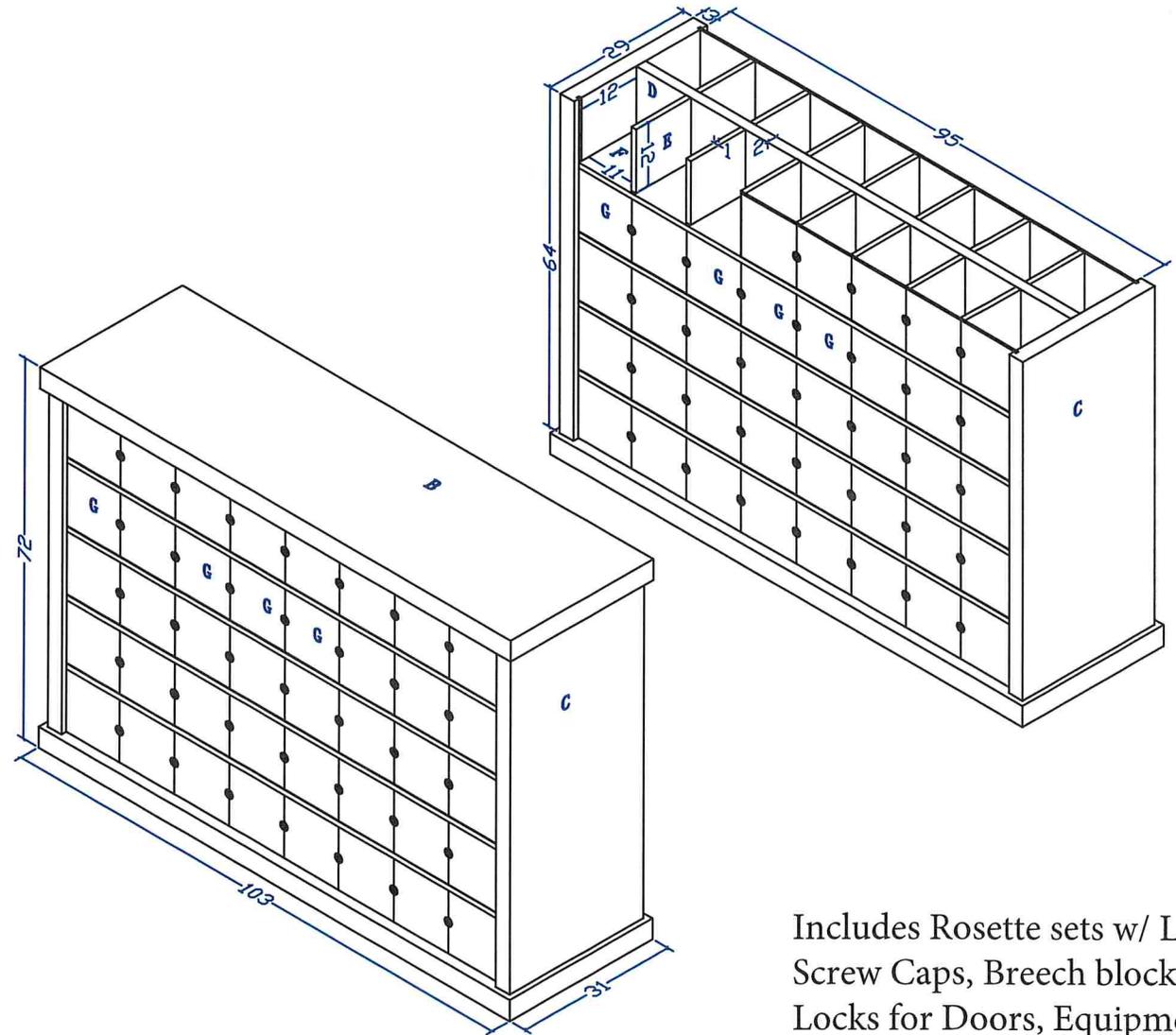
F: 10 (72*12.5*1H)

G: 72 (12*0.4*12H)



Includes Rosette sets w/ Lotus Screw Caps, Breech block & Locks for Doors, Equipment to lock/unlock Rosettes & 4 Extra Niche Doors

CFS-E-LP-059



Item: inch

A: 103*31*4H

B: 103*31*4H

C: 2 (29*3*64H)

D: 95*2*64H

E: 70 (12*1*12H)

F: 8 (96*13*1H)

G: 80 (12*0.4*12H)

Includes Rosette sets w/ Lotus Screw Caps, Breech block & Locks for Doors, Equipment to lock/unlock Rosettes & 4 Extra Niche Doors



WEAVER GARY D
MAY 1941 - APRIL 1991
MARIA L.
MAY 1941 - APRIL 1991





EICKHOF®

Preliminary Estimate

Job Number : 17122

Estimate Date : November 16, 2021

1200 Bruce Street, Crookston, MN 56716
Phone: 1-800-253-0457

Owner : City of McCook

Install Location : Memorial Park Cemetery

Address : 505 West C Street
McCook , NE 69001

Address : West J Street & West 14th Street
McCook , NE 69001

Agent : Kyle Potthoff
Email : potthoff@cityofmccook.com
Cell # : (308) 345-2022 ext 231

Prepared for : Kyle Potthoff
Email : potthoff@cityofmccook.com
Cell # : (308) 345-2022 ext 231

ESTIMATE DESCRIPTION

Option A **84 - 8x8 and 12x12 Total Companion Niche Rec. Preamsembled**

Niche Fronts : Included	Color : Mahogany	Finish : Polished
Niche Fronts w/Attached Base : Not Required		
3" Thick Capstone : Included	Color : Mahogany	Finish : Polished Top w/Rock Pitch Edge
Base Trim : Included	Color : Mahogany	Finish : Polished
3" Thick End Panel : Included	Color : Mahogany	Finish : Polished
Back Panel : Not Required		
Base Anchor Brackets : Included		
Back Wall Anchors : Not Required		
Masonry Rap-Ties : Not Required		
Capstone Brackets : Included		
Delivery : Included		
Crane : Done by Others	Estimated Sales Tax for McCook , NE 69001 :	<u>7.00%</u>

We propose to fabricate & deliver the above described project. Our niche fronts are attached utilizing our concealed niche front fastening hardware. All granite fronts are 3/4" thick and are singles (one front covers one niche). This pricing does not include the foundation or any other work needed to prepare your area. Please, note that it is the owner's responsibility to have a crane on site to unload the columbarium when the Eickhof delivery truck is scheduled to arrive. The Eickhof delivery team will make sure the columbarium is lifted and placed correctly on the owner's provided foundation.

Priced Amount: Fifty Thousand One Hundred & 00/100 Dollars \$ 50,100.00
Plus Sales Tax

Option B We propose to fabricate & deliver 64 - 12x12 companion niche Price : \$46,600.00
Rectangular Preamsembled wall. All stone the same as above. All (plus sales tax)
other specifications & qualifications as listed above.

Lead Time : 20 to 28 weeks from date of finalized order. Lead Time starts after all contract documents are returned

This estimated pricing is to provide you with a budget number for planning purposes.

Respectfully Submitted by: Chip Cheney Email : chip@eickhofcolumbaria.com
Title: Client Guide Contact # : 1-800-253-0457