

Crete City Council Regular Meeting
Tuesday, March 2, 2021 6:00 PM
Crete Library/Community Center
1515 Forest Ave.
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.
- Please stand for the Pledge of Allegiance.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Consent Agenda

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

A. Approve Meeting Minutes

1. Parks and Recreation Committee meeting of February 16, 2021.
2. Finance Committee meeting minutes of February 16, 2021.
3. City Council meeting minutes of February 16, 2021.
4. Public Works Committee meeting minutes of February 2, 2021.
5. Public Works Committee meeting minutes of February 16, 2021.

B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the City

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

A. Consider consolidating recycling pickup to Thursdays beginning April 1, 2021.

B. Consider entering into a Flex Spending Account Administrative Services Agreement with Union Bank and Trust.

C. Consider awarding The 1206, LLC \$24,500 of LB840 funds for building renovation/rehabilitation expenses.

D. Consider adopting the 2020 Downtown Revitalization Program Guidelines.

5. Petitions - Communications - Citizen Concerns

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

6. Officers' Reports

- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

7. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

**CITY OF CRETE, NEBRASKA
CITY COUNCIL PARKS & RECREATION COMMITTEE
MEETING MINUTES OF FEBRUARY 16, 2021**

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

Committee Chair Kyle Frans called the meeting to order at 5:23pm.

2. Roll Call

Kyle Frans: Present

Jack Oelschlager: Present

Dale Strehle: Present

Present: 3. Absent: 0.

3. Items of Business

3.A. Consider letting bid on Splashpad construction.

Direct City Administrator to let bid on Splashpad construction with bid opening of March 18, 2021 at 11:00am. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:27pm.

Recorded by City Clerk Judi Meyer

**CITY OF CRETE, NEBRASKA
CITY COUNCIL FINANCE COMMITTEE
MEETING MINUTES OF FEBRUARY 16, 2021**

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. Additional copies are available to read. The Committee may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

Committee Chair Travis Sears called the meeting to order at 5:27pm.

2. Roll Call

Brian Carnes: Present

Kyle Frans: Present

Travis Sears: Present

Present: 3. Absent: 0.

3. Items of Business

3.A. Discuss Municipal software.

City Administrator Tom Ourada reported that after eight months with Casselle, Crete is still experiencing serious issues with the software and is considering walking away from it.

3.B. Discuss Flex Spending Account Administration Agreement.

Finance Director Jerry Wilcox reported that RCI in Scottsbluff has been overseeing our self-funded high-deductible insurance plans, however only four employees are using these. The City is looking to transfer these to Omnify, which oversees our HSA plans. The administration agreement will be presented to the City Attorney for review and will be added to the March 2, 2021 meeting agenda.

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:40pm.

Recorded by City Clerk Judi Meyer



CITY COUNCIL REGULAR MEETING

February 16, 2021 at 6:00 PM

Crete Library Community Room, 1515 Forest Ave

MINUTES

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public. Those in attendance pledged allegiance to the flag.

1. Open Meeting

Mayor Dave Bauer called the meeting to order at 6:00pm.

2. Roll Call

Brian Carnes: Present
Kyle Frans: Present
Ryan Hinz: Present
Jack Oelschlager: Present
Travis Sears: Present
Dale Strehle: Present

Present: 6. Absent: 0.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Dale Strehle and a second by Travis Sears.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

3.A. Approve Meeting Minutes

3.A.1. City Council meeting minutes of February 2, 2021

3.A.2. Legislative and Economic Development Committee meeting minutes of February 2, 2021

- 3.A.3. Public Works Committee meeting minutes of January 19, 2021
- 3.A.4. Public Safety Committee meeting minutes of February 2, 2021
- 3.B. Accept the City Treasurer's Report
- 3.C. Approve the Payment of Claims Against the City

4. Items of Business

4.A. Public Hearing on the 2021 One & Six Year Street Improvement Plans.

Open Public Hearing regarding 2021 One & Six Year Street Improvement Plan. Carried with a motion by Dale Strehle and a second by Travis Sears.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Close Public Hearing. Carried with a motion by Dale Strehle and a second by Brian Carnes.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Public Hearing was opened at 6:01pm. The Public Hearing was closed at 6:04pm. City Administrator reported on the one and six year plans presented. No public comments were received.

4.B. Consider adopting the 2021 One & Six Year Street Improvement Plans.

Adopt the 2021 One and Six Year Street Improvement Plan. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.C. Consider granting Lamar a special exception use for an outdoor advertising sign in the railroad right-of-way across from Nestle Purina.

Approve Lamar request for Special Exception Use for outdoor advertising sign on East Highway 33. Carried with a motion by Dale Strehle and a second by Brian Carnes.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.D. Third and Final reading on Ordinance 2120: An ordinance relating to the annexation of the Crete Municipal Airport.

Introduce Ordinance 2120 relating to annexation of the Crete Municipal Airport and approve for its final reading. Carried with a motion by Dale Strehle and a second by Ryan Hinz.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO ANNEXATION; TO ANNEX CERTAIN CONTIGUOUS OR ADJACENT LAND CONTAINING THE CRETE MUNICIPAL AIRPORT; AND TO EXTEND THE CORPORATE LIMITS OF THE CITY.

The motion to approve the ordinance on its third reading having been agreed upon by three-fourths of the council present and acting, the Mayor declared said ordinance passed for its third reading. The Mayor then stated the question was, "Shall Ordinance No. 2120 be passed and adopted?"

Adopt Ordinance 2120. Carried with a motion by Dale Strehle and a second by Brian Carnes. Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 6, No: 0

The passage and adoption of said ordinance having been concurred in by a majority of all members of the City Council, the Mayor declared the ordinance duly passed and adopted as an ordinance of the City of Crete, Nebraska.

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

City Administrator Tom Ourada reported on a request from CCI related to wastewater. Mr. Ourada reported on a number of issues related to the extremely cold weather including a water main break, electrical issues, a utility pole that caught fire, and the wastewater plant staff stayed overnight at the plant due to equipment freezing. He also reported that BRAC is requesting assistance with the Isis Theater project and recommends setting up a meeting with the Finance Committee. Mayor Bauer stated that he appreciates the hard work of the city employees. He further reported that he had discussions with downtown business persons regarding electric use related to the nationwide power shortages due to weather.

7. Adjournment

The meeting was adjourned at 6:22pm.

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
BEATRICE CONCRETE CO	FILL SAND	\$374.72
BLACK HILLS ENERGY	NATURAL GAS	\$118.85
CASELLE, INC.	CONTRACT SUPPORT & MAINT	\$1,452.99
CITY PAYROLL FUND	WAGES	\$62,789.31
CITY REVENUE FUND	UTILITIES	\$9,251.91
CONSUMER DEPOSITS	POSTAGE	\$1,080.08
CRETE ACE HARDWARE	SUPPLIES	\$25.66
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER WAPA	\$22,516.31
DHHS DIVISION OF PUBLIC HEALTH	OPERATOR LICENSE	\$115.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$276.70
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$61.06
HEATH SPORTS	UNIFORMS	\$317.61
KIDWELL	NETWORK SERVICES	\$778.08
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$120.34
MCI VERIZON	TOLL FREE LINE	\$17.62
MIDLAND SCIENTIFIC INC	SUPPLIES	\$680.36
MIDWEST LABORATORIES INC	LABS	\$2,039.00
MIDWEST PETROLEUM EQUIPMENT	FUEL PUMP REPAIRS	\$1,447.50
NAPA AUTO PARTS	PARTS	\$83.92
NE DEPT OF REVENUE	MOTOR FUEL TAX	\$50.00
N.C.E.A.	NCEA MEMBERSHIP FEE	\$1,000.00
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$9,594.14
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$49.98
QUADIENT FINANCE USA INC	POSTAGE	\$428.61
SAPP BROS PETROLEUM	FUEL	\$149.08
SPECTRUM	INTERNET	\$31.99
U.S. BANK	SUPPLIES	\$382.05
UNION BANK & TRUST CO	HSA FEES	\$33.39
UPS	POSTAGE	\$18.61
UTILITIES SECTION	REGISTRATION	\$975.00
VERIZON WIRELESS	CELL PHONES	\$299.60
WINDSTREAM	PHONE LINES	\$382.56
XPRESS BILL PAY	CC PAYMENTS	\$622.70
ZELLE	HR CONSULTING FEE	\$1,528.11
UTILITY FUNDS	SUBTOTAL	\$119,092.84
911 CUSTOM	EQUIPMENT	\$1,597.53
ABDO-SPOTLIGHT-MAGIC WAGON	BOOKS	\$1,133.25
AKRS EQUIPMENT	PARTS	\$54.53
AXON ENTERPRISE INC	EQUIPMENT	\$131.85
BADGER BODY & TRUCK EQUIP	PARTS	\$107.00
BAKER & TAYLOR	BOOKS	\$856.11
BEATRICE CONCRETE CO	CONCRETE	\$1,788.33
BLACK HILLS ENERGY	NATURAL GAS	\$1,702.35
CASELLE, INC.	CONTRACT SUPPORT & MAINT	\$806.01
CENGAGE LEARNING INC/GALE	BOOKS	\$370.50
CITY PAYROLL FUND	WAGES	\$144,498.34
CITY REVENUE FUND	UTILITIES	\$8,319.71
CLINE WILLIAMS LLP	TIF LEGAL EXPENSES	\$1,030.00
CORNHUSKER INTERNATIONAL	PARTS	\$1,086.84

FEBRUARY 16, 2021

PAGE 1

CITY COUNCIL
CLAIMS PAID

CRETE ACE HARDWARE	SUPPLIES	\$293.50
CRETE FOODMART	OFFICE SUPPLIES	\$60.65
CRETE VETERINARY CLINIC	BOARD - DOG	\$222.98
CRETE VOLUNTEER FIREMEN	REIMBURSEMENTS	\$303.48
CRIST TOWING SERVICE	TOWING	\$1,207.00
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$107.50
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$577.15
ELECTRONIC CONTRACTING	ACCESS CONTROL	\$7,000.00
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	\$74.75
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$20.34
FIRST NATIONAL BANK OF OMAHA	SUPPLIES	\$987.73
FIRST WIRELESS	RADIOS	\$1,819.00
GENERAL FIRE & SAFETY EQUIP	SERVICES	\$245.90
GWORKS	SOFTWARE SUPPORT	\$428.40
HEATH SPORTS	UNIFORMS	\$677.43
HUSKER ILLUSTRATED	SUBSCRIPTION RENEWAL	\$60.70
INDEPENDENT SALT COMPANY	SUPPLIES	\$2,839.55
KEEFE, AMBROSIA	REIMBURSEMENTS	\$42.84
KIDWELL	NETWORK SERVICES	\$2,463.92
MCI VERIZON	TOLL FREE LINE	\$48.00
MEN'S HEALTH	SUBSCRIPTION RENEWAL	\$29.97
MIDWEST ALARM SERVICES	SERVICES	\$123.00
NAPA AUTO PARTS	PARTS	\$391.38
NEBRASKA.GOV	COURT RESEARCH	\$7.50
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
OCLC INC	STATE GRANT EXPENSE	\$171.77
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
PENWORTHY COMPANY	BOOKS	\$276.89
PINNACLE OPERATIONS CENTER	FEE FOR SUBPOENA RESPONSE	\$15.00
PITNEY BOWES	POSTAGE	\$95.37
PRESTO-X	PEST CONTROL	\$60.00
QUADIANT FINANCE USA INC	POSTAGE	\$623.89
QUICK MED CLAIMS	EMS BILLING	\$2,287.35
SALINE COUNTY CLERK	ELECTION FEES	\$1,796.31
SAPP BROS PETROLEUM	FUEL	\$1,251.47
SEWARD COUNTY INDEPENDENT	PUBLICATION	\$118.65
SID DILLON FORD	PARTS	\$407.11
SIEDHOFF BODY SHOP	TOWING	\$100.00
SPECTRUM	INTERNET	\$236.20
U.S. BANK	SUPPLIES	\$2,275.63
UNION BANK & TRUST CO	HSA FEES	\$44.61
VERIZON WIRELESS	CELL PHONES	\$711.09
WASTE CONNECTIONS	SERVICES	\$60.70
WINDSTREAM	PHONE LINES	\$2,437.41
ZELLE	HR CONSULTING FEE	\$2,221.89
TAX FUNDS	SUBTOTAL	\$198,746.45
		\$198,746.45
ALL FUNDS	TOTAL	\$317,839.29

FEBRUARY 16, 2021

PAGE 2



Public Works Committee Meeting
February 2, 2021
5:00 p.m.
Crete Public Library Community Room

Roll Call:

Committee Members Present:

Dale Strehle
Brian Carnes
Travis Sears

Others Present:

Tom Ourada, City Administrator	Judi Meyer, City Clerk
Dave Bauer, Mayor	Ryan Hinz, Council Person
Kyle Frans, Council Person	Kyle Manley, City Attorney
Jerry Wilcox, Finance Dir.	James Yost, Asst. Chief
Mike Kalkwarf, IT Director	Steve Hensel, Police Chief
Jack Oelschlager, Council Person	Telisha Carnes, Admin. Asst.

Special Order of Business

A. Hickory Ave Sidewalks:

Tom informed the committee that there is no additional information on this subject at this time.

B. GAP Paving Projects:

Tom discussed the ongoing obstacles with redoing the sidewalks on North Main. Multiple houses and garages within the city's right of way still remain an issue. The Committee also mentioned replanting any trees that will need torn down. After an in-depth discussion, the Committee agrees that the best option would be to shift the sidewalks closer to the street, which would solve all but two of the right of way issues, and discussing the last two property encroachments with the property owners to find a solution for those. Tom will work on providing the Committee with sidewalk designs.

Officer's Report

Adjournment

Meeting Adjourned at 5:48 p.m.

Dale Strehle, Chairman



Public Works Committee Meeting
February 16, 2021
5:00 p.m.
Crete Public Library Community Room

Roll Call:

Committee Members Present:

Dale Strehle
Brian Carnes
Travis Sears

Others Present:

Tom Ourada, City Administrator
Dave Bauer, Mayor
Kyle Frans, Council Person
Ryan Hinz, Council Person
Jack Oelschlager, Council Person
Mike Kalkwarf, IT Director

Kyle Manley, City Attorney
Judi Meyer, City Clerk
Jerry Wilcox, Finance Director
Brad Bailey, Building Inspector
Steve Hensel, Police Chief
Telisha Carnes, Admin. Asst.
Kelsey Sisouvong, Book keeper

Special Order of Business

A. Gap Paving Project:

Tom discussed moving the sidewalks out 24 inches with JEO and the plan was approved. Tom brought up him, Kyle and the Mayor addressing the garage that is 5ft over. Brian motioned to accept new sidewalk plans and to have Tom, Dave and Kyle work the legal matters with the garage and include the sidewalks on 24th street. Travis seconded the motion. All in favor: Brian, yes. Travis, yes. Dale, yes.

B. Water Remediation Project:

Tom proposed that after a retirement in April, to transfer a couple positions in the water department and eliminate the construction foreman position. This would save us around \$100,000 a year and remove the need to raise water rates. Tom also suggested bonding out the rest of the water project and having a contractor come in and finish it within one year. Travis motioned to go forward with the water remediation project and change of staff. Brian seconded the motion. All if favor: Travis, yes. Brian, yes. Dale, yes.

C. West Side Water Main & Water Well Project:

Tom brought up finishing the well on the west side of the Big Blue River. Tom recommended to move forward with this as part of the SRF and to include the water remediation project. Brian motioned to proceed with the SRF and to include the west side water main and water well project and water remediation project. Travis seconded the motion. All in favor: Travis, yes. Brian, yes. Dale, yes.

Additional Discussion:

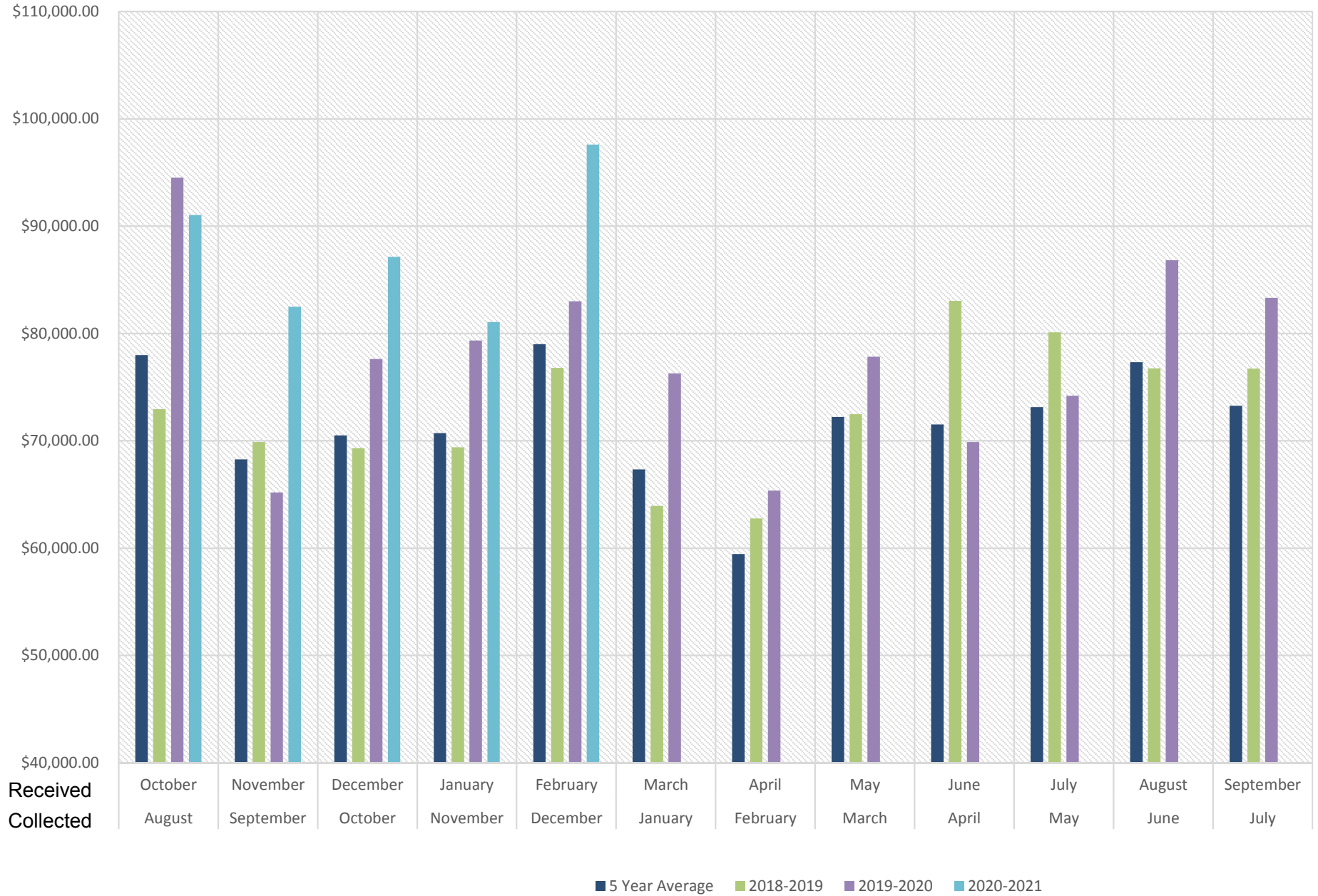
Tom informed the Committee about a discussion he had with Crete Core Ingredients about them wanting to do an expansion and raise the limits of their pre-treatment agreement with the City of Crete and with NDEE without paying us more. Tom set a meeting with CCI for next week to discuss in person, but let them know that elected officials would make the final decision.

Officer's Report**Adjournment**

Meeting Adjourned at 5:23 p.m.

Dale Strehle, Chairman

City of Crete Net 1% Sales Tax Receipts



Received
Collected

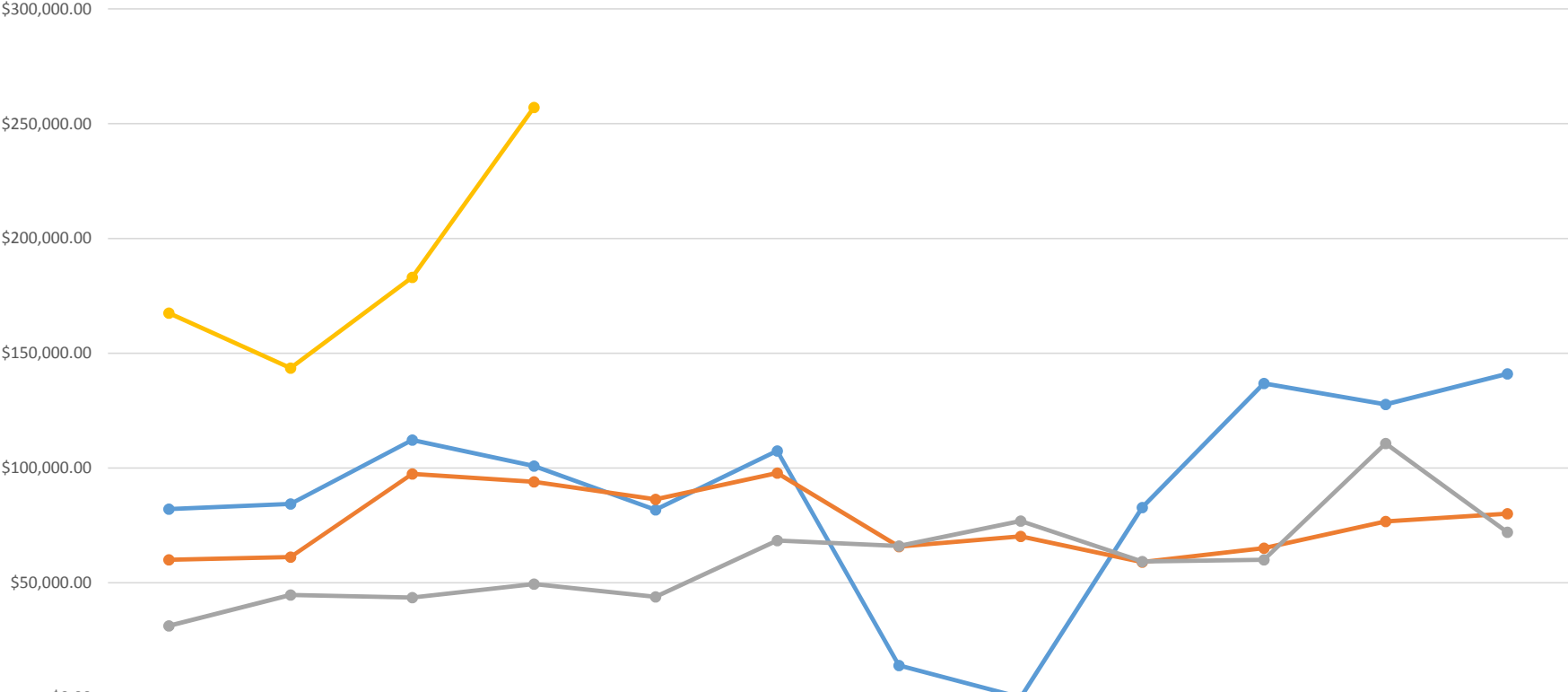
October August November September December October January November February December March January April February May March June April July May August June September July

■ 5 Year Average ■ 2018-2019 ■ 2019-2020 ■ 2020-2021

City of Crete Sales Tax Receipts

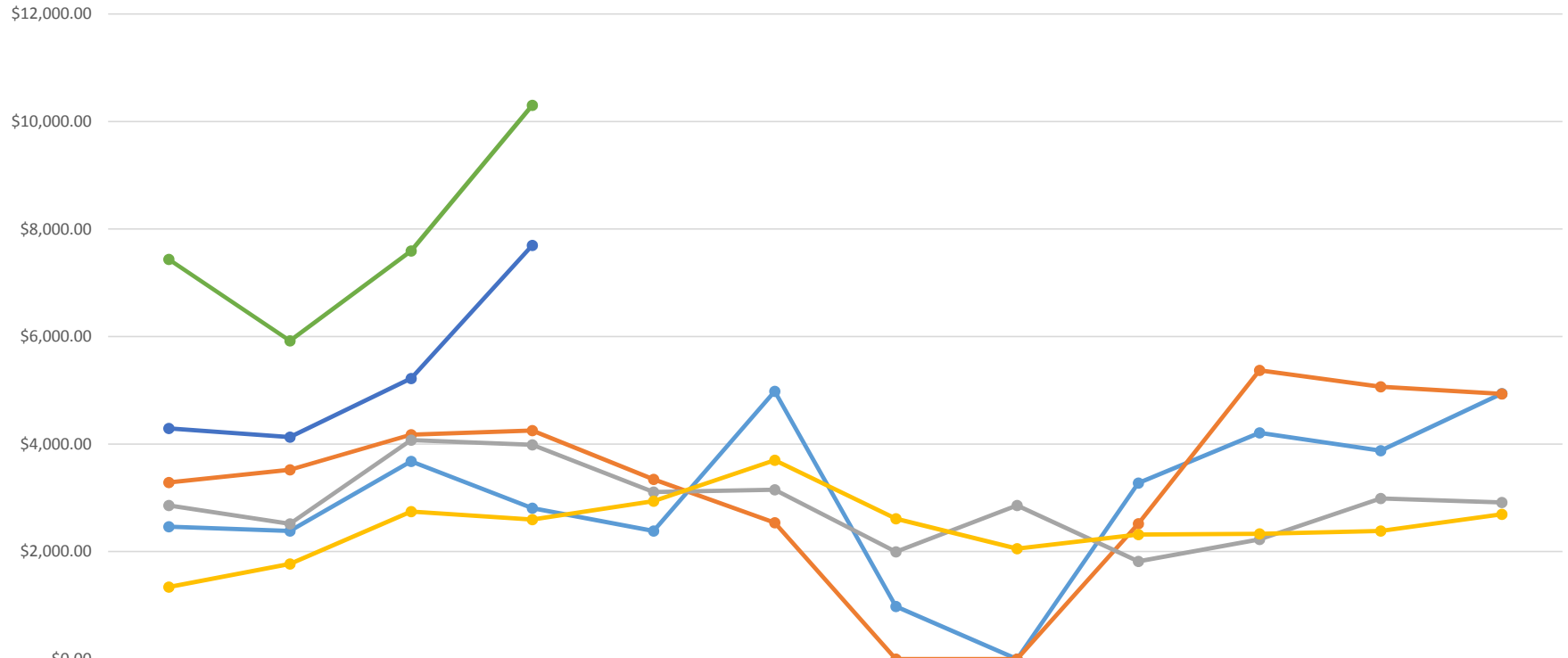
Month Collected by Retail	Month Received by City	FY2019 Gen. Fund	FY2020 Gen. Fund	Change 2019 - 2020	FY2021 Gen. Fund	Change 2020 - 2021	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$72,931.32	\$94,516.07	29.60%	\$91,019.82	-3.70%	\$77,971.13	\$45,054.81	\$21,000.00	\$10,500.00	\$14,009.91	\$0.00
September	November	\$69,885.82	\$65,177.04	-6.74%	\$82,476.13	26.54%	\$68,261.27	\$40,825.68	\$21,000.00	\$10,500.00	\$9,738.06	\$0.00
October	December	\$69,299.07	\$77,610.55	11.99%	\$87,142.15	12.28%	\$70,503.23	\$43,135.36	\$21,000.00	\$10,500.00	\$12,071.07	\$0.00
November	January	\$69,394.70	\$79,343.12	14.34%	\$81,061.09	2.17%	\$70,709.41	\$40,125.24	\$21,000.00	\$10,500.00	\$9,030.54	(\$432.96)
December	February	\$76,789.31	\$82,995.99	8.08%	\$97,584.70	17.58%	\$78,993.33	\$48,304.43	\$21,000.00	\$10,500.00	\$17,292.35	(\$1.48)
January	March	\$63,934.36	\$76,283.29	19.32%			\$67,337.84		\$21,000.00	\$10,500.00		
February	April	\$62,757.08	\$65,346.07	4.13%			\$59,433.10		\$21,000.00	\$10,500.00		
March	May	\$72,473.07	\$77,818.19	7.38%			\$72,209.19		\$21,000.00	\$10,500.00		
April	June	\$83,034.35	\$69,872.00	-15.85%			\$71,508.31		\$21,000.00	\$10,500.00		
May	July	\$80,093.44	\$74,185.39	-7.38%			\$73,136.64		\$21,000.00	\$10,500.00		
June	August	\$76,739.20	\$86,823.48	13.14%			\$77,305.70		\$21,000.00	\$10,500.00		
July	September	\$76,726.87	\$83,303.01	8.57%			\$73,252.60		\$21,000.00	\$10,500.00		
Totals		\$874,058.56	\$933,274.19	7.21%	\$439,283.87	10.97%	\$860,621.77	\$217,445.52	\$252,000.00	\$126,000.00	\$62,141.94	(\$434.44)
		\$910,000.00 Budgeted Transfer to General Fund										
		Net Receipts Monthly Transfer to General Fund										
		\$87,856.77 Average Net Receipts										
		\$75,833.33 Required										

GROSS SALES



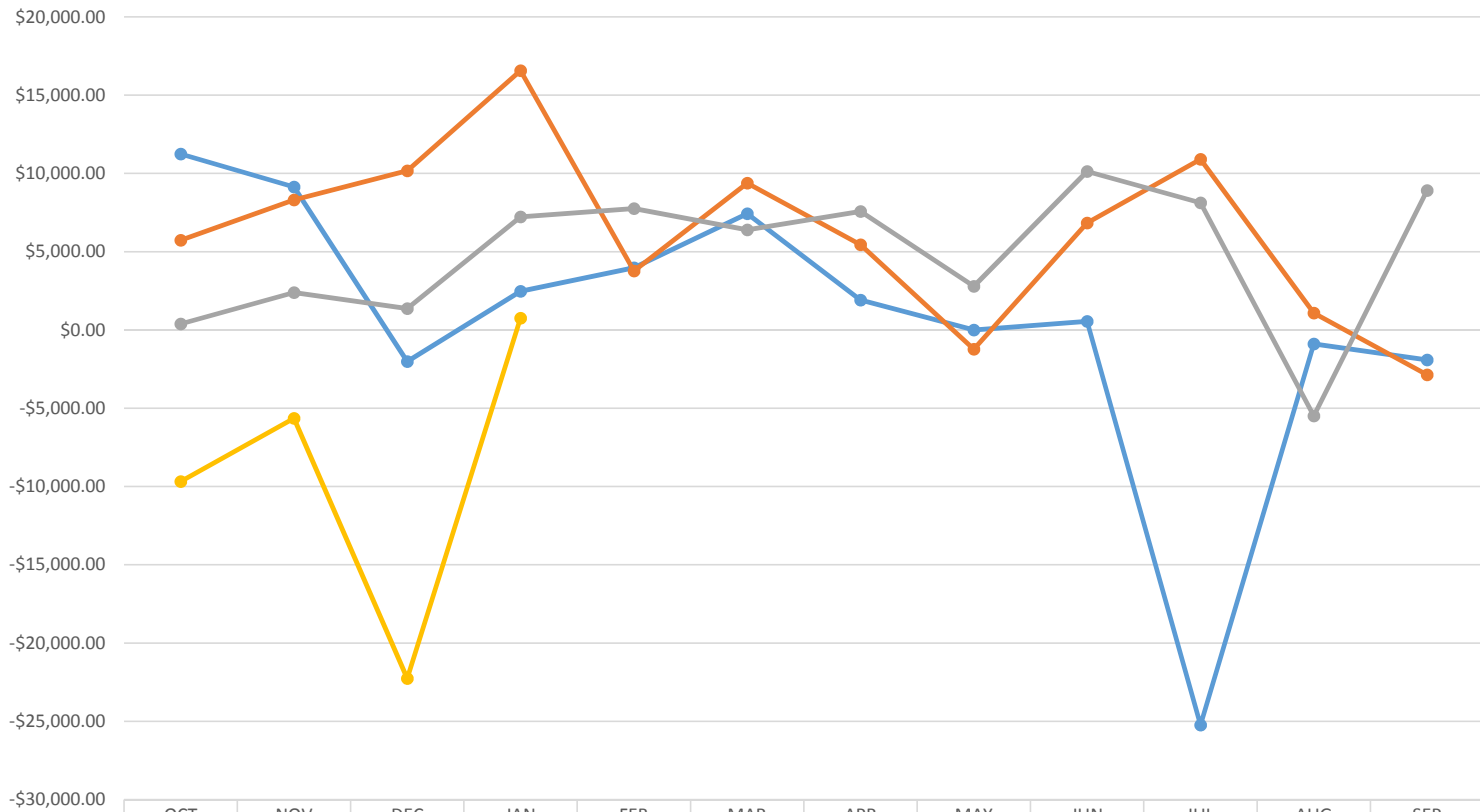
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Gross Sales 2021	\$167,500.65	\$143,562.92	\$183,053.28	\$257,115.45								
Gross Sales 2020	\$82,114.30	\$84,347.94	\$112,176.69	\$100,852.12	\$81,801.89	\$107,413.97	\$13,996.50	\$0.00	\$82,777.35	\$136,862.14	\$127,740.86	\$141,032.24
Gross Sales 2019	\$59,991.95	\$61,227.28	\$97,417.83	\$94,018.74	\$86,348.05	\$97,838.40	\$65,777.09	\$70,189.21	\$59,030.14	\$65,098.75	\$76,753.34	\$80,089.25
Gross Sales 2018	\$31,226.24	\$44,714.38	\$43,562.15	\$49,418.69	\$43,895.80	\$68,412.12	\$66,012.04	\$76,924.49	\$59,273.32	\$60,046.47	\$110,715.19	\$72,048.19

OUTLET COMMISSIONS



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
My Bar 2021	\$4,290.12	\$4,128.93	\$5,220.26	\$7,697.07								
Eagles 2021	\$7,434.93	\$5,920.47	\$7,593.46	\$10,301.01								
My Bar 2020	\$2,461.40	\$2,382.35	\$3,678.36	\$2,808.42	\$2,382.36	\$4,981.85	\$979.76	\$0.00	\$3,275.85	\$4,209.56	\$3,876.22	\$4,938.83
Eagles 2020	\$3,286.60	\$3,522.01	\$4,174.01	\$4,251.22	\$3,343.78	\$2,537.13	\$0.00	\$0.00	\$2,518.56	\$5,370.79	\$5,065.64	\$4,933.43
My Bar 2019	\$2,858.20	\$2,515.55	\$4,074.29	\$3,984.86	\$3,107.25	\$3,150.61	\$1,994.44	\$2,858.17	\$1,816.63	\$2,227.64	\$2,989.04	\$2,913.00
Eagles 2019	\$1,341.24	\$1,770.36	\$2,744.96	\$2,596.45	\$2,937.12	\$3,698.08	\$2,609.96	\$2,055.08	\$2,315.48	\$2,329.27	\$2,383.70	\$2,693.24

COMMUNITY BETTERMENT



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Total City Funds 2021	-\$9,680.48	-\$5,638.87	-\$22,257.71	\$755.90								
Total City Funds 2020	\$11,237.38	\$9,134.08	-\$2,014.43	\$2,467.68	\$3,979.20	\$7,427.53	\$1,910.88	\$0.00	\$546.94	-\$25,237.49	-\$890.94	-\$1,914.09
Total City Funds 2019	\$5,730.09	\$8,304.33	\$10,162.96	\$16,570.83	\$3,767.88	\$9,380.63	\$5,450.19	-\$1,225.00	\$6,834.28	\$10,900.84	\$1,086.03	-\$2,862.16
Total City Funds 2018	\$389.22	\$2,384.90	\$1,372.93	\$7,221.83	\$7,751.03	\$6,399.65	\$7,570.17	\$2,790.58	\$10,124.41	\$8,122.03	-\$5,487.61	\$8,909.78

Name	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
CRETE LUMBER & FARM SUPPLY CO	662337	1	Invoice	BOARDS FOR BLEACHE	02/11/2021	03/02/2021	232.95	522-5330
CRETE LUMBER & FARM SUPPLY CO	662337	2	Invoice	NUTS/BOLTS FOR SNOW	02/11/2021	03/02/2021	12.52	521-5791
DHHS DIVISION OF PUBLIC HEALTH	2021 POOL	1	Invoice	2021 POOL PERMIT REN	02/16/2021	03/02/2021	40.00	522-8500
FRANSYL EQUIPMENT CO INC	17227	1	Invoice	ADJUST SPEED UNIT 322	02/07/2021	03/02/2021	642.00	001-8460
JEO CONSULTING GROUP INC.	122638	1	Invoice	R200586.00 CRETE 2021	02/16/2021	03/02/2021	4,570.08	532-6381
NAPA AUTO PARTS	29647	1	Invoice	FUEL FILTER, POWER S	02/16/2021	03/02/2021	223.91	003-7530
NMC LLC	CUI0901705	1	Invoice	79 GRADER REPLACEME	02/16/2021	03/02/2021	113.38	401-5968
NMC LLC	CUI0901708	1	Invoice	79 GRADER FUEL FILTE	02/16/2021	03/02/2021	17.41	401-5968
SID DILLON FORD	8FCB702758	1	Invoice	F-350 STARTING ISSUES	02/12/2021	03/02/2021	302.96	401-5968
VERIZON WIRELESS-VSAT	21147162-78	1	Invoice	INFORMATION REQUEST	02/10/2021	03/02/2021	50.00	201-5660
AKRS EQUIPMENT	2673974	1	Invoice	RADIATOR HOSE/CLAMP	02/05/2021	03/02/2021	23.77	401-5968
BOK FINANCIAL	SERIES 201	1	Invoice	INTEREST DUE 3/15/21	03/02/2021	03/02/2021	198.00	801-5754
BOK FINANCIAL	SERIES 201	1	Invoice	INTEREST DUE 3/15/21	03/02/2021	03/02/2021	2,261.25	801-5754
CITY REVENUE FUND	JAN 2021	1	Invoice	FRANCHISE FEE	02/10/2021	03/02/2021	1,084.80	511-4012
CITY REVENUE FUND	18116	1	Invoice	PAPER TOWELS	02/18/2021	03/02/2021	20.04	401-5541
CORNHUSKER INTERNATIONAL TRUCK	3358593	1	Invoice	FUEL PUMP ASSEMBLY	02/03/2021	03/02/2021	522.06	401-5968
CORNHUSKER INTERNATIONAL TRUCK	3358619	1	Invoice	FUEL FITTINGS	02/04/2021	03/02/2021	70.24	401-5968
DEPOSITORY TRUST COMPANY	9E94C59B72	1	Invoice	W 13TH BRIDGE BAN INT	02/18/2021	03/02/2021	4,253.75	150-9971
JAY'S OIL CO.	1377	1	Invoice	TIRE REPAIR/SKID LOAD	02/12/2021	03/02/2021	35.00	002-8460
JEO CONSULTING GROUP INC.	122723	1	Invoice	R160333.00 CRETE WAT	02/18/2021	03/02/2021	2,000.00	002-2000
MAX I WALKER UNIFORM & APPAREL	1126766	1	Invoice	UNIFORMS	02/17/2021	03/02/2021	60.17	003-9640
NAPA AUTO PARTS	29019	1	Invoice	FUEL LINE '03 INTL'L	02/04/2021	03/02/2021	15.32	401-5968
NAPA AUTO PARTS	29644	1	Invoice	VEHICLE REPAIRS	02/16/2021	03/02/2021	211.54	401-5968
NEBRASKA SNOW EQUIPMENT	19682	1	Invoice	HYD FLUID	02/09/2021	03/02/2021	180.00	401-5801
NEBRASKA SNOW EQUIPMENT	19682	2	Invoice	MOTOR ASSY	02/09/2021	03/02/2021	229.00	401-5771
NEBRASKA SNOW EQUIPMENT	19690	1	Invoice	MOTOR ASSY	02/10/2021	03/02/2021	52.87	401-5771
PITNEY BOWES	1017480172	1	Invoice	PRINTER INK	02/11/2021	03/02/2021	140.97	201-9650
PRESTO-X	1416692	1	Invoice	PEST CONTROL-1945 FO	02/10/2021	03/02/2021	60.00	201-5329
SEWARD COUNTY INDEPENDENT	131473	1	Invoice	NOTICE-PLAN COMM	02/10/2021	03/02/2021	10.23	101-5480
SMARTSIGN	MPP-170925	1	Invoice	PARKING PERMIT SIGNS	02/09/2021	03/02/2021	360.01	401-6000
TRUCK CENTER COMPANIES	646956B	1	Invoice	OIL & FUEL FILTERS	02/04/2021	03/02/2021	168.24	401-5968
ALL COPY PRODUCTS INC	436396824	1	Invoice	KONICA LEASE	02/12/2021	03/02/2021	414.01	701-9740
ALL MAKES OFFICE EQUIPMENT COMPANY	232902	1	Invoice	OFFICE EQUIPMENT	02/18/2021	03/02/2021	1,513.74	532-6482
BAKER & TAYLOR	2035768794	1	Invoice	BOOKS/MAGAZINES	02/09/2021	03/02/2021	213.93	701-5691
BAKER & TAYLOR	2035777948	1	Invoice	BOOKS/MAGAZINES	02/11/2021	03/02/2021	44.00	701-5691
BEATRICE CONCRETE CO	1B 29448	1	Invoice	47B SAND	02/12/2021	03/02/2021	261.00	401-5980
CRETE AREA MEDICAL CENTER	2402871	1	Invoice	HEPATITIS SHOT OFC M	01/14/2021	03/02/2021	44.00	201-5120
CENGAGE LEARNING INC/GALE	73738461	1	Invoice	REPLACEMENT	02/12/2021	03/02/2021	25.41	701-5693
CENGAGE LEARNING INC/GALE	73778773	1	Invoice	BOOKS/MAGAZINES	02/16/2021	03/02/2021	21.31	701-5691
EAKES OFFICE SOLUTIONS	8203276-0	1	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	54.00	101-9900
EAKES OFFICE SOLUTIONS	8203276-0	2	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	54.00	101-5452

Name	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
EAKES OFFICE SOLUTIONS	8203276-0	3	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	13.60	522-6020
EAKES OFFICE SOLUTIONS	8203276-0	4	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	13.60	501-6020
EGAN SUPPLY CO	332750	1	Invoice	JANITORIAL SUPPLIES	02/15/2021	03/02/2021	270.48	501-5541
EGAN SUPPLY CO	332750	2	Invoice	JANITORIAL SUPPLIES	02/15/2021	03/02/2021	208.91	701-5541
EGAN SUPPLY CO	332750	3	Invoice	JANITORIAL SUPPLIES	02/15/2021	03/02/2021	54.54	001-8230
NAPA AUTO PARTS	29387	1	Invoice	MISC SUPPLIES	02/11/2021	03/02/2021	56.69	401-6020
NAPA AUTO PARTS	29387	2	Invoice	VEHICLE REPAIRS	02/11/2021	03/02/2021	59.39	401-5968
NAPA AUTO PARTS	29387	3	Invoice	VEHICLE/EQUIP FUEL	02/11/2021	03/02/2021	46.47	401-5800
NAPA AUTO PARTS	29440	1	Invoice	VEHICLE REPAIRS	02/12/2021	03/02/2021	91.17	401-5968
NAPA AUTO PARTS	29440	2	Invoice	MISC SUPPLIES	02/12/2021	03/02/2021	40.36	401-6020
NAPA AUTO PARTS	29737	1	Invoice	VEHICLE REPAIRS	02/17/2021	03/02/2021	356.60	401-5968
NAPA AUTO PARTS	29737	2	Invoice	BELT FOR GARAGE DOO	02/17/2021	03/02/2021	9.99	401-5330
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	536514	1	Invoice	LABS	02/17/2021	03/02/2021	180.00	002-7281
O'REILLY AUTO PARTS	4484-341990	1	Invoice	ANTIFREEZE	02/18/2021	03/02/2021	13.98	401-6020
SACK LUMBER CO	2102-255631	1	Invoice	SNOW SHOVEL	02/18/2021	03/02/2021	29.99	601-5330
CORE & MAIN LP	N726362	1	Invoice	3/4S IPERL METER 7.5"LL	02/16/2021	03/02/2021	1,195.40	002-8090
CORE & MAIN LP	N726362	2	Invoice	HER C6551G TRU-READ	02/16/2021	03/02/2021	791.20	002-8090
CRETE LUMBER & FARM SUPPLY CO	662476	1	Invoice	BOARDS FOR PICNIC TA	02/17/2021	03/02/2021	87.57	521-5333
EAKES OFFICE SOLUTIONS	8203229-0	1	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	6.87	001-9900
EAKES OFFICE SOLUTIONS	8203229-0	2	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	6.85	002-9900
EAKES OFFICE SOLUTIONS	8203229-0	3	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	5.96	003-9900
EAKES OFFICE SOLUTIONS	8203229-0	4	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	5.96	401-9900
EGAN SUPPLY CO	332750A	1	Invoice	JANITORIAL SUPPLIES	02/19/2021	03/02/2021	43.88	701-8231
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	1	Invoice	SNOW PLOW BLADE-RIG	02/17/2021	03/02/2021	212.00	003-8460
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	2	Invoice	SNOW PLOW BLADE-LEF	02/17/2021	03/02/2021	212.00	003-8460
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	3	Invoice	SNOW PLOW BLADE-RIG	02/17/2021	03/02/2021	212.00	521-5791
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	4	Invoice	SNOW PLOW BLADE-LEF	02/17/2021	03/02/2021	212.00	521-5791
PRESTO-X	1430833	1	Invoice	PEST CONTROL-1420 MA	02/12/2021	03/02/2021	46.00	502-5750
ORSCHELN FARM AND HOME	FEBR 2021	1	Invoice	2953 2-3-21 OIL/GREASE	02/15/2021	03/02/2021	39.80	401-5801
ORSCHELN FARM AND HOME	FEBR 2021	2	Invoice	2953 2-3-21 ROD WELDIN	02/15/2021	03/02/2021	37.99	401-6020
ORSCHELN FARM AND HOME	FEBR 2021	3	Invoice	2953 2-3-21 NUTS/BOLTS	02/15/2021	03/02/2021	19.85	401-6001
ORSCHELN FARM AND HOME	FEBR 2021	4	Invoice	3300 2-5-21 AIR/GARDEN	02/15/2021	03/02/2021	104.98	401-6020
ORSCHELN FARM AND HOME	FEBR 2021	5	Invoice	4607 2-11-21 DIESEL EXH	02/15/2021	03/02/2021	47.96	401-5800
ORSCHELN FARM AND HOME	FEBR 2021	6	Invoice	4809 2-12-21 EQUIP REP	02/15/2021	03/02/2021	18.25	401-5771
CITY REVENUE FUND	SALES TAX	1	Invoice	SALES TAX	12/16/2020	03/02/2021	30.60	401-4911
EGAN SUPPLY CO	333011	1	Invoice	JANITORIAL SUPPLIES	02/19/2021	03/02/2021	267.76	001-7230
MUNICIPAL ENERGY AGENCY OF NEBRASKA	301595	1	Invoice	PURCHASED POWER-NM	02/22/2021	03/02/2021	613,490.04	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	301595	2	Invoice	PURCHASED POWER-OT	02/22/2021	03/02/2021	6.33	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	301595	3	Invoice	WHEELING EXPENSE	02/22/2021	03/02/2021	81,697.53	001-7820
O'REILLY AUTO PARTS	4484-342478	1	Invoice	BATTERY-BACKUP GENE	02/22/2021	03/02/2021	419.40	001-7200
O'REILLY AUTO PARTS	4484-342479	1	Invoice	CREDIT TO ACCOUNT	02/22/2021	03/02/2021	47.30-	001-7200

Name	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
SEWARD COUNTY INDEPENDENT	131551	1	Invoice	MEETING NOTICE	02/17/2021	03/02/2021	10.23	101-5390
SEWARD COUNTY INDEPENDENT	131556	1	Invoice	MINUTES 2-2-21	02/17/2021	03/02/2021	48.17	101-5390
WINDSTREAM	2-18-21 PD	1	Invoice	PHONE-CRETE 911	02/18/2021	03/02/2021	563.20	202-5220
JAY'S OIL CO.	51531B	1	Invoice	#1 OFF RD BULK	02/17/2021	03/02/2021	1,326.00	003-7530
CRIST TOWING SERVICE	14565	1	Invoice	2020-2883 TOWING	07/29/2020	03/02/2021	238.75	201-5812
CRIST TOWING SERVICE	14577	1	Invoice	2020-3365 TOWING	09/01/2020	03/02/2021	75.50	201-5812
CRIST TOWING SERVICE	14594	1	Invoice	2020-4030 TOWING	10/04/2020	03/02/2021	147.00	201-5812
CRIST TOWING SERVICE	14615	1	Invoice	2020-3365 TOWING	09/01/2020	03/02/2021	153.75	201-5812
CRIST TOWING SERVICE	14561	1	Invoice	2020-2696 TOWING	07/13/2020	03/02/2021	93.75	201-5812
CRIST TOWING SERVICE	14640	1	Invoice	2020-4135 TOWING	10/10/2020	03/02/2021	153.75	201-5812
CRIST TOWING SERVICE	14652	1	Invoice	2020-4611 TOWING	11/04/2020	03/02/2021	153.75	201-5812
CRIST TOWING SERVICE	14686	1	Invoice	2020-4762 TOWING	11/14/2020	03/02/2021	269.00	201-5812
GRAINGER	9808019377	1	Invoice	MOTOR START CAPACIT	02/16/2021	03/02/2021	23.74	401-5330
HEARTLAND NATURAL GAS	85221	1	Invoice	UTILITY-485 S MAIN AVE	02/24/2021	03/02/2021	566.41	003-7530
HEARTLAND NATURAL GAS	85222	1	Invoice	UTILITY-239 E 13TH ST	02/24/2021	03/02/2021	153.56	501-7530
HEARTLAND NATURAL GAS	85226	1	Invoice	UTILITY-210 E 14TH	02/24/2021	03/02/2021	147.53	301-7530
TITAN MACHINERY	15188999GP	1	Invoice	HOSE, HYD ASSY, DUMP	02/22/2021	03/02/2021	107.79	002-8460
TITAN MACHINERY	15188999GP	2	Invoice	TUBE, HYD ASSY, DUMP	02/22/2021	03/02/2021	66.50	002-8460
TITAN MACHINERY	15188999GP	3	Invoice	TUBE, HYD RH DUMP PO	02/22/2021	03/02/2021	145.86	002-8460
TITAN MACHINERY	15188999GP	4	Invoice	PKG-O-RING	02/22/2021	03/02/2021	2.70	002-8460
BEATRICE CONCRETE CO	1B 29452	1	Invoice	47B SAND	02/22/2021	03/02/2021	302.20	401-5980
CENGAGE LEARNING INC/GALE	73793371	1	Invoice	BOOKS/MAGAZINES	02/17/2021	03/02/2021	51.64	701-5691
DEMCO	6911272	1	Invoice	OFFICE SUPPLIES	02/18/2021	03/02/2021	103.34	701-9900
GARDEN GATE	GDT0148757	1	Invoice	2 YR RENEWAL	02/08/2021	03/02/2021	45.00	701-5691
MAX I WALKER UNIFORM & APPAREL	1127969	1	Invoice	UNIFORMS	02/24/2021	03/02/2021	68.82	003-9640
MENARDS - LINCOLN SOUTH	56147	1	Invoice	CITY HALL CONST	02/25/2021	03/02/2021	28.97	531-6482
NEBRASKA CONCRETE PAVING ASSOCIATION	2590	1	Invoice	MEETING/TRAINING	02/24/2021	03/02/2021	30.00	401-9760
SIEDHOFF BODY SHOP	4697	1	Invoice	2021-0862 TOWING	02/22/2021	03/02/2021	85.00	201-5812
NEBRASKA MUNICIPAL POWER POOL	18420	1	Invoice	COST OF SERVICE STUD	03/01/2021	03/02/2021	3,165.00	001-9840
BOUND TREE MEDICAL LLC	83953272	1	Invoice	MEDICAL SUPPLIES	02/12/2021	03/02/2021	206.51	302-5341
BOUND TREE MEDICAL LLC	83960464	1	Invoice	RESCUE EQUIPMENT	02/22/2021	03/02/2021	122.38	302-5331
BOUND TREE MEDICAL LLC	83963008	1	Invoice	MEDICAL SUPPLIES	02/23/2021	03/02/2021	62.99	302-5341
CRETE AREA MEDICAL CENTER	12 20	1	Invoice	ALS SERVICE FEE	02/11/2021	03/02/2021	1,200.00	302-5342
CRETE AREA MEDICAL CENTER	12 20	2	Invoice	ALS PARAMEDIC FEE	02/11/2021	03/02/2021	341.78	302-5343
EMSOA INC	2021	1	Invoice	ANNUAL MEDICAL OVER	02/17/2021	03/02/2021	800.00	302-5340
ENVIRO-TECH PEST SERVICES	84019	1	Invoice	PEST CONTROL	02/10/2021	03/02/2021	39.00	301-5330
ENVIRO-TECH PEST SERVICES	84031	1	Invoice	PEST CONTROL	02/10/2021	03/02/2021	39.00	301-5330
MIDWEST BREATHING AIR LLC	24747	1	Invoice	QUARTERLY AIR TEST	02/15/2021	03/02/2021	254.00	303-5264
PAGE MY CELL	2205	1	Invoice	PAGING SERVICES	01/25/2021	03/02/2021	500.00	301-5340
SANDRY FIRE SUPPLY LLC	INV-014613	1	Invoice	SCBA PARTS	02/24/2021	03/02/2021	96.65	303-5264
BRYAN MEDICAL CENTER	01 20	1	Invoice	EMT VACINATIONS	01/11/2021	03/02/2021	673.00	301-5500

Name	Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Account
BLACK HILLS ENERGY	02 21 501	1	Invoice	NATURAL GAS	02/24/2021	03/02/2021	110.72	501-7530
BLACK HILLS ENERGY	02 21 502	1	Invoice	NATURAL GAS	02/24/2021	03/02/2021	32.46	502-7530
BLACK HILLS ENERGY	02 21 301	1	Invoice	NATURAL GAS	02/24/2021	03/02/2021	109.32	301-7530
BLACK HILLS ENERGY	02 21 810	1	Invoice	NATURAL GAS	02/24/2021	03/02/2021	394.66	810-5210
BLACK HILLS ENERGY	02 21 701	1	Invoice	NATURAL GAS	02/24/2021	03/02/2021	1,939.28	701-7530
BLACK HILLS ENERGY	02 21 003	1	Invoice	NATURAL GAS	02/24/2021	03/02/2021	270.88	003-7530
EAKES OFFICE SOLUTIONS	8207710-0	1	Invoice	ENVELOPES	03/01/2021	03/02/2021	90.95	101-9900
EAKES OFFICE SOLUTIONS	8207710-0	2	Invoice	ENVELOPES	03/01/2021	03/02/2021	90.95	002-9900
EAKES OFFICE SOLUTIONS	8207710-0	3	Invoice	ENVELOPES	03/01/2021	03/02/2021	90.94	003-9900
EAKES OFFICE SOLUTIONS	8207713-0	1	Invoice	ENVELOPES	03/01/2021	03/02/2021	98.77	001-9900
EAKES OFFICE SOLUTIONS	8207713-0	2	Invoice	ENVELOPES	03/01/2021	03/02/2021	98.77	002-9900
EAKES OFFICE SOLUTIONS	8207713-0	3	Invoice	ENVELOPES	03/01/2021	03/02/2021	98.77	003-9900
GRAHAM TIRE LIN. NORTH	606467506	1	Invoice	NEW TIRES UNIT 4	02/22/2021	03/02/2021	765.00	201-5810
MATHESON TRI-GAS INC	51759303	1	Invoice	OXYGEN	02/28/2021	03/02/2021	150.03	302-5265
VAN KIRK BROS CONTRACTING INC	2020 1	1	Invoice	BELOHLAVY ESTATES W	02/25/2021	03/02/2021	33,444.00	002-2000
VERIZON WIRELESS	9873979934	1	Invoice	CELL PHONES	02/23/2021	03/02/2021	18.02	301-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	1	Invoice	INTERNET	03/01/2021	03/02/2021	88.00	101-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	2	Invoice	INTERNET	03/01/2021	03/02/2021	88.00	301-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	3	Invoice	INTERNET	03/01/2021	03/02/2021	99.00	201-6050
UNITE PRIVATE NETWORKS LLC	SI-21-005434	4	Invoice	INTERNET	03/01/2021	03/02/2021	99.00	701-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	5	Invoice	INTERNET	03/01/2021	03/02/2021	550.00	001-9910
UNITE PRIVATE NETWORKS LLC	SI-21-005434	6	Invoice	INTERNET	03/01/2021	03/02/2021	88.00	002-9910
UNITE PRIVATE NETWORKS LLC	SI-21-005434	7	Invoice	INTERNET	03/01/2021	03/02/2021	88.00	003-9910

Grand Totals:

772,990.26

Report GL Period Summary

GL Period	Amount
00/00	<u>772,990.26</u>
Grand Totals:	<u>772,990.26</u>

Vendor number hash: 310519
 Vendor number hash - split: 429724
 Total number of invoices: 107
 Total number of transactions: 146

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	772,990.26	.00	772,990.26
Grand Totals:	<u>772,990.26</u>	<u>.00</u>	<u>772,990.26</u>

FLEXIBLE SPENDING ACCOUNT ADMINISTRATIVE SERVICES AGREEMENT

THIS FLEXIBLE SPENDING ACCOUNT AGREEMENT ("AGREEMENT") is made and entered into by and between Union Bank and Trust Company ("Union Bank"), and the City of Crete, Nebraska (the "Employer") as of the 03/01/2021.

WITNESSETH

WHEREAS, Employer has, or will have as of the Effective Date, established a Flexible Benefit Plan under Section 125 of the Internal Revenue Code for the benefit of its eligible employees;

WHEREAS, pursuant to such establishment of the Flexible Benefit Plan, Employer has also adopted one or more of the following: a health flexible spending arrangement ("Health FSA"), a limited purpose health flexible spending arrangement ("Limited Purpose Health FSA"), a dependent care flexible spending arrangement ("Dependent Care FSA"), and/or an adoption assistance flexible spending arrangement (the foregoing arrangements, including the Flexible Benefit Plan, shall collectively be referred to as the "Plan");

WHEREAS, Employer, as the administrator of the Plan, desires to retain the services of Union Bank to assist in the administration of the Plan and Union Bank desires to assist the Employer in the Administration of the Plan on the terms outlined in this Agreement; and

WHEREAS, the parties to this arrangement desire to set forth their understandings in this matter in a written agreement;

NOW, THEREFORE, in consideration of the mutual promises and duties set forth in this Agreement, the parties hereto, intending to be legally bound, do agree as follows:

This Agreement sets forth the terms and conditions for Union Bank's services with respect to the Plan. The terms and conditions of this Agreement shall be deemed incorporated into and part of the specific service agreement of each and every Exhibit without express reference therein. It is agreed that Union Bank's authority and services as an agent or fiduciary of the Plan shall extend only to the performance of the specific services and functions set forth and described in this Agreement and any Exhibit hereto. Any performance of additional services to the Plan in connection with this Agreement shall not be treated as altering the Agreement or Union Bank's duties hereunder and shall not create additional obligations of Union Bank under any circumstances. It is further agreed that the responsibility for any Plan-related services and duties not identified in this Agreement or the Exhibits hereto are retained by and remain the sole responsibility of the Employer.

The parties further agree that this Agreement, including any Exhibit hereto, shall not cause Union Bank to be the administrator of the Plan. Union Bank shall act as an agent of the Employer. The Employer remains responsible for maintaining the Plan, including the establishment of eligibility terms and paying all benefits owed or established under the Plan to its participants. Union Bank shall provide the agreed upon services to the Plan, without assuming any liability beyond the performance of services as set forth below.

1. BENEFIT ADMINISTRATION SERVICES

Union Bank's services in the administration of the Plan shall include the following:

1.1 Plan Administration. Union Bank shall assist the Employer in the administration of the specific Plans listed in Exhibit A as provided in this Agreement. Union Bank shall have no responsibilities or duties with respect to a Plan or arrangement not listed in Exhibit A as a covered plan. Union Bank's responsibilities and duties with respect to the Plan shall be limited to those expressly provided for in this Agreement or those subsequently agreed to in writing by the parties to this Agreement.

1.2 Plan Documents. Union Bank shall provide sample documents, including a sample plan document, summary plan description, and other applicable documentation, to assist the Employer in the establishment and operation of the Plan. Such sample documents shall be compliant as of the Effective Date with respect to applicable legal or regulatory requirements then in effect. Employer, in conjunction with the advice of its legal counsel, shall be

responsible for ensuring that the documents are legally compliant for purposes of the Employer's needs and business, are appropriately completed, are in compliance with the requirements of the Employer's Plan, and are appropriately and timely adopted by the Employer. To the extent the Employer uses its own plan documents in lieu of the sample plan documents provided by Union Bank, Union Bank shall have no responsibilities or duties with respect to ensuring the legal or regulatory compliance of such plan documents. The Employer shall provide Union Bank with an executed copy of its Plan document.

1.3 Amendments to Plan Documents. Periodically, Union Bank shall provide necessary Plan amendments and/or summaries of material modifications to the sample Plan documents for review by the Employer's legal counsel. Employer, in conjunction with the advice of its legal counsel, shall be responsible for ensuring that the amendments and other revisions are legally compliant for the Employer's purposes, are appropriately completed, are in compliance with the requirements of the Employer's Plan, and are appropriately and timely adopted by the Employer. To the extent the Employer uses its own plan documents in lieu of the sample plan documents provided by Union Bank, Union Bank shall not be obligated to provide any amendments or updates to such plan documents and shall have no responsibilities or duties with respect to ensuring the legal or regulatory compliance of such amendments or updates.

1.4 Recordkeeping. Union Bank shall provide appropriate services and assistance to the Employer as needed for the development and maintenance of administrative and recordkeeping systems for the Plan. The recordkeeping services are listed in Exhibit A.

1.5 Forms. Union Bank shall provide administrative forms for the Employer's use in administering the Plan, as well as forms for the processing of benefit claims under the Plan. All forms and supplementary information shall be subject to periodic updates and revisions.

1.6 Plan Payments. Union Bank shall pay the amounts due as a result of the operation of the Plan, using funds received from the Employer for such purpose. All payments shall be made in compliance with the respective participant's current Plan elections.

1.7 Claims Processing. Union Bank shall process submitted claims and shall arrange for the payment of approved reimbursement requests as provided in the Plan. Union Bank shall consider any initial claims for benefits made under the Plan, provided the claim is in accordance with the Plan, the summary plan description, and any reasonable rules established by Union Bank and communicated to participants, and shall grant or deny each participant's initial claim for benefits after making such investigation as it deems necessary. Union Bank's procedures for reviewing and paying claims shall be consistent with the Plan's claims review procedures. Union Bank shall be responsible for making decisions with respect to allowance or denial of all appeals of denied benefit claims and for notifying each participant of the determination regarding the appeal consistent with Section 503 of ERISA, if applicable. In making determinations regarding claims for benefits and appeals of denied claims, Union Bank shall have discretionary authority to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything herein to the contrary, all Plan eligibility determinations and all remaining fiduciary duties under this Agreement are the responsibility of the Employer.

1.8 Reports to Employer. Union Bank shall deliver to the Employer the following reports on a schedule and in a manner to be agreed upon by Union Bank and the Employer with respect to each report:

- Employer Funding Report
- Reimbursement History Report
- Open Enrollment Report
- Enrollee Account Balance Report
- Payroll Deduction Report
- Billing Report

1.9 Plan Reporting Obligations. Union Bank shall provide general information regarding reporting and disclosure requirements relating to the Plan and shall assist the Employer in the preparation of governmental returns, reports, information reporting, or other similar documents required of the Employer, and shall provide general information regarding reporting and disclosure requirements related to the Plan. The foregoing notwithstanding, Union Bank shall not be responsible for the accuracy of any information provided by the Employer in preparation of any of these reports by Union Bank, nor shall Union Bank be responsible for determining the level of compliance required by

the Employer's Plan. It is the sole responsibility of the Employer to assure compliance with all legal reporting and disclosure requirements.

1.10 Custodial Account. Funds provided by the Employer for the payment of Plan benefits ("Employer Funds") shall be held in a bank or custodial account ("Custodial Account") at a financial institution of Employer's choosing.

1.11 Forfeited Funds. All amounts that remain unpaid for a Health FSA, Limited Purpose Health FSA, or Dependent Care FSA Account after the end of the applicable period specified by the Plan during which the participant can make a claim, plus any periods for appeal or any claim dispute, shall be immediately forfeited by the participant to the Employer, minus any applicable fees and expenses that are owing to Union Bank pursuant to this Agreement or any other agreement between Union Bank and the Employer. Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed or uncashed, and that remain unpaid after the end of the applicable run-out period selected by the Employer, shall be returned to the Employer, minus any applicable fees and expenses that are owing to Union Bank pursuant to this Agreement or any other agreement between Union Bank and the Employer. The applicable terms and provisions of the Plan document may alter the forfeiture provisions of this subsection 1.11, but only with respect to a Plan participant.

1.12 Bonding Requirements. To the extent necessary, Union Bank shall secure the appropriate bonding required by ERISA and applicable state law with respect to it and its employees and shall remain appropriately bonded throughout the duration of this Agreement.

1.13 Record Retention and Transition of Services. Union Bank agrees to retain Plan records under this Agreement for seven years. Such records subject to retention under this subsection 1.13 include, without limitation, records of all assets and transactions between Employer and Union Bank for purposes of this Agreement. Following the termination of this Agreement, and subject to all fees having been paid for services performed under this Agreement and all Employer funding obligations having been met, Union Bank shall cooperate with Employer to affect an orderly transition of services covered by the Agreement to either the Employer to the Plan's subsequent service provider, as applicable.

1.14 Litigation Notices. Union Bank shall notify the Employer promptly of any summons, complaint, or other communication concerning threatened litigation with respect to the Plan, as well as of any inquiry by any governmental agency with respect to the Plan, to the extent such notification would not be a violation of applicable law.

1.15 Disclaimer. Union Bank shall not be liable or use its own funds for the payment of Plan benefits, including where sought as damages in an action against the Employer, Union Bank, or the Plan. Employer shall have the sole responsibility and liability for payment of all benefits under the Plan.

1.16 Red Flag Rule Compliance. To the extent applicable, Union Bank shall comply with the Red Flag Rules with respect to the Covered Services. For purposes of this provision, (a) "Red Flag Rules" mean the regulations adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention, and mitigation of identity theft, and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended, and (b) "Covered Services" mean the services provided by Union Bank (if any) with respect to the Plan, as designated and described in Exhibit A, that allow Plan participants to pay for eligible expenses under the Plan with a debit or other stored-value card and any other services provided by Union Bank under this Agreement that are covered by the Red Flag Rules, as determined by Union Bank in its sole discretion. Union Bank and Employer agree that if a Breach of Unsecured PHI (as defined in the Business Associate Agreement between the parties) and a violation of the Red Flag Rules occur with respect to the same incident, both the Red Flag Rules and the Business Associate Agreement provisions shall apply, except that the notice requirements of the Business Associate Agreement shall satisfy any notice obligations of this section.

1.17 Erroneous Payments. Union Bank shall undertake all reasonable efforts to recover all overpayments of Plan benefits or all amounts paid to ineligible persons, upon its determination that an erroneous payment has been made. Union Bank and Employer agree that reasonable recovery efforts may vary according to the circumstances and amount of the erroneous payment, and that Union Bank shall have the sole discretion to determine the reasonableness of its recovery methods. Employer shall cooperate fully with Union Bank's reasonable efforts to recover erroneous payments of Plan benefits pursuant to this subsection 1.17. The Employer is solely responsible for making the Plan

whole if fraud is committed against the Plan by Plan participants or Employer's employees. Union Bank shall not be responsible for pursuing or correcting any such actions.

1.18 External Reviews. To the extent that the external review requirements set forth in 29 CFR § 2590.715-2719, shall apply to the Plan, Union Bank shall send appropriate information to, and shall cooperate fully with, the external review organization conducting the review. The foregoing notwithstanding, the Employer shall pay any fees and/or expenses related to a request for external review. If Union Bank pays any such fee or expense on behalf of Employer, Employer shall reimburse Union Bank promptly upon request.

1.19 Subcontractors of Union Bank. Union Bank may contract with other subcontractors to perform certain of the administrative and benefits services required under the Plan. However, Union Bank will be responsible for those services to the same extent that it would have been responsible had Union Bank performed those services directly hereunder.

2. EMPLOYER OBLIGATIONS

Employer's responsibilities under this Agreement and in the administration of the Plan shall include the following:

2.1 General Compliance. Despite Union Bank's responsibilities and duties to render services to the Plan pursuant to this Agreement, the Employer remains solely responsible for all Plan activities, including compliance with the Affordable Care Act ("ACA"), ERISA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Internal Revenue Code (the "Code"), and other applicable laws or regulations. Employer shall hold Union Bank harmless (including reasonable attorney fees and costs) and expressly releases any claims against Union Bank in connection with any claim or cause of action, for any occurrences prior to the effective date of this Agreement, that results from the failure or alleged failure of Employer (its officers and employees, and any other entity related to or performing services on behalf of Employer) to comply with ACA, ERISA, HIPAA, the Code, or any other applicable law or the provisions of this Agreement. Employer shall be solely responsible for ensuring the Plans meet the requirements of the Code both in form and substance.

2.2 Participants. The Employer shall provide Union Bank with a complete list of all employees eligible to participate in the Plan, and any other related information that Union Bank may need to properly administer the Plan pursuant to this Agreement. The Employer shall notify Union Bank of all changes in eligible employees on a monthly basis. Employer shall also be solely responsible for determining employee eligibility to participate in the respective Plans and collecting requested information from employees.

2.3 Contributions. In accordance with the Plan and the terms of this Agreement, the Employer shall contribute to the Custodial Account the funds to be used for purposes of paying Plan benefits or other Plan expenses. Contributions to the Custodial Account shall consist solely of Employer's general assets and participant contributions, if any, made to the Plan through salary reduction or otherwise, shall be used to reimburse Employer for contributions advanced by the Employer to pay benefits under the Plan.

2.4 Enrollment. The Employer shall assist Union Bank in the enrollment of the employees in the Plan and with regard to proper settlement claims. Employer shall forward any Plan inquiries to Union Bank. In the event provision of late notification of Plan eligibility or incorrect Plan eligibility information results in erroneous payments of benefits, the Employer shall be solely responsible for such erroneous payment and for the recovery of such erroneous payment. If, pursuant to the erroneous payment, there are insufficient funds available to pay Plan benefits, Union Bank has the right to request immediate restoration of funds from the Employer directly and suspend or terminate all services under this Agreement.

2.5 Amendments. Employer shall provide a copy of any amendment to the Plan no less than thirty (30) days prior the effective date of such amendment; provided, however, the Employer shall not, without Union Bank's prior written consent, adopt an amendment that would alter Union Bank's duties under this Agreement. Except as set forth in Article 1 of this Agreement, Union Bank shall have no obligation to provide any Plan amendments or updates to the Employer.

2.6 Plan Documents. It shall be the Employer's responsibility to distribute to participants all materials and documents as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of applicable law, and the Employer shall remain responsible for the final contents of all materials and documents. The Employer

shall also be responsible for filing with the appropriate governmental agencies all required returns, reports, documents, and other papers relating to the Plan.

2.7 Nondiscrimination Testing. Union Bank shall, as part of its agreed services hereunder, perform the following nondiscrimination testing with respect to the Plans, based on information provided by the Employer: 1) Section 125 25% Key Employee Concentration Test; 2) Section 129 More than 5% Owners Concentration Test; and 3) Section 129 55% Average Benefits Test. The frequency with which each test is performed, and the fees associated with each test shall be as set forth in administrative fee schedule in Exhibit A or as otherwise agreed to in writing between the parties to this Agreement. All other nondiscrimination tests that may be applicable to the Plan shall be the responsibility of the Employer. Union Bank may assist in performing other nondiscrimination tests with respect to any Plan at an additional Cost to the Employer, as agreed upon in writing by the Parties. The Employer must provide Union Bank with the information that Union Bank requires to perform the nondiscrimination testing services required under this Agreement or any other agreement between the parties. This information must be provided in the file format required by Union Bank and may be relied by Union Bank in performing any testing pursuant to this Agreement. Employer shall either maintain a non-discriminatory Plan or shall be responsible for taking any immediate corrective action required in the event the Plan becomes discriminatory. Union Bank shall cooperate with the Employer fully to implement any corrective action that is required as a result of the failure or potential failure of one or more applicable discrimination tests.

2.8 Plan Funding. Employer and Union Bank shall agree to and Employer shall establish a pre-determined initial deposit (the "Minimum Account Balance") within the Custodial Account that will adequately fund the reasonable needs of the Employer's Plan. If the Employer's account balance falls below the Minimum Account Balance amount, the Employer will be further required to transfer additional monies until such time the Employer's Minimum Account Balance can be restored. If the Employer fails to immediately restore the Minimum Account Balance, Union Bank shall have the immediate right to suspend or terminate all services under this Agreement after providing written notice of the deficiency to the Employer (see "Termination" section below).

2.9 Debit Card Payments. All participants in the Health FSA and Dependent Care FSA shall receive at least one debit card. The terms of the debit card provisions shall control and are incorporated into this Agreement at Exhibit B.

2.10 Account Assets. All amounts transferred by the Employer to the Custodial Account shall remain general assets of the Employer. Amounts deposited by the Employer shall only be withdrawn from the Custodial Account by Union Bank if it is an allowable Plan expense as determined by the Employer or its representative (including Union Bank), or as otherwise required by a court of appropriate jurisdiction. Union Bank shall only be responsible for administering the Employer's funds in accordance with the terms of this Agreement.

2.11 Reliance by Union Bank. Union Bank shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Union Bank shall not be responsible for actions taken pursuant to written or verbal instructions from Employer and Employer agrees to hold Union Bank harmless (including reasonable attorney fees and costs) and expressly releases all claims against Union Bank in connection with any claim or cause of action which results from or in connection with Union Bank following Employer's written or verbal instructions.

3. CUSTODIAL ACCOUNT

3.1 Establishment of Custodial Account. Employer shall establish a Custodial Account from which all benefit payments under the Plan shall be made.

3.2 Access to Custodial Account. All funds provided for the purposes of paying benefits shall be available by Employer to Union Bank through the Custodial Account. Employer shall provide Union Bank with the correct banking information, including any changes to such information during the duration of this Agreement, so as to provide Union Bank with the means to access the Custodial Account for the sole purpose of payment of benefit reimbursements, expenses, and fees. Union Bank shall draw funds from the Custodial Account as needed to cover payment of benefit reimbursements, expenses, and fees.

3.3 Employer Funds. All Employer Funds in the Custodial Account shall be comprised of the Employer's general assets and the Employer shall not deposit funds into the Custodial Account that are deemed to be "plan assets",

as such term is defined under ERISA. Except for with respect to Employer Funds required to satisfy outstanding checks or withdrawals made against the Custodial Account on behalf of the Employer, Employer Funds may be withdrawn by the Employer at any time and are subject to Employer's general creditors. The foregoing notwithstanding, this Agreement does not alter or eliminate any separate obligation of the Employer to fund and maintain a Minimum Account Balance in the Custodial Account pursuant to Section 2.8 of this Agreement.

3.4 Disbursements. Union Bank shall make withdrawals from the Custodial Account in accordance with its policies, interpretations, rules, practices, and procedures established for such purpose, and as set forth in the Plan or as otherwise agreed upon or directed by Employer. Union Bank shall not have, nor be deemed to have, any discretion, control, or authority with respect to the disposition of Employer Funds from the Custodial Account.

3.5 Records. Union Bank shall provide the Employer with an accounting of all assets, transfers, and transactions involving the Employer's Custodial Account, including description of all receipts, disbursements, and other transactions, at such time and in such manner as mutually agreed to in writing between Employer and Union Bank.

4. CONFIDENTIALITY

Union Bank and Employer agree to treat as confidential and use only in connection with this Agreement all Plan data, records, and information ("confidential information") regarding the recordkeeping system, including computer programs and software, reports and other documents, which are furnished to the other under this Agreement. Union Bank and Employer shall protect the security of such confidential information and shall not disclose such confidential information to third parties except as required by law or when requested to do so by the other; provided, however, that Union Bank may disclose such confidential information to its agents in the course of performing its duties under this Agreement. The Employer furthermore agrees to comply with any confidentiality or security requirements as may be established from time to time by Union Bank. Union Bank is entitled to presume that, unless notified to the contrary by the Employer, all actions necessary to ensure compliance with applicable data protection laws have been satisfied with respect to the information and data furnished to Union Bank.

Union Bank agrees that all Plan information and data, including instructions from the Employer, provided to Union Bank by the Employer (or its agent) are the confidential information of the Employer or the Plan. Union Bank agrees not to disclose such confidential information to third parties except: (a) to its affiliates or agents for the purpose of providing services to the Plan; (b) in any administrative or judicial forum involving a dispute under this Agreement; (c) as may be required by law or by order of any government agency, regulatory body, or court of competent jurisdiction for purposes other than those specified in the Agreement without the prior consent of the Employer; (d) that non-participant specific information may be provided to support industry surveys; and (e) for the limited purpose of collecting satisfaction surveys from the Employer and/or Plan Participants from time to time.

5. TERM AND TERMINATION OF AGREEMENT

5.1 This Agreement shall commence as of the Effective Date and shall continue for a period of a twelve (12) months. This Agreement shall automatically renew at the end of such twelve-month term and at the end of each subsequent twelve-month term, unless terminated in writing by either Party within sixty (60) days prior to the end of any twelve-month term.

5.2 This Agreement may be terminated by either party without cause and without liability by written notice of intention to terminate given to the other party at least sixty (60) days in advance of the termination date. Except as provided in Section 5.6, all obligations of Union Bank relating to payment of claims under the Employer's Plan will be terminated on the effective date of termination given in the notice regardless of when the claim for such benefits is incurred.

5.3 The Agreement shall automatically terminate if: (a) any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation; (b) any administrative fee for any service provided by Union Bank to Employer remains unpaid to Union Bank beyond thirty (30) days past the due date, upon notification by Union Bank to the Employer in writing that Union Bank intends to exercise its option to enforce this provision; or (c) at any time, the Employer fails to provide funds for the payment of Plan benefits or fails to restore the Minimum Account Balance, upon written notification by Union Bank.

5.4 If either party is in default under any provision of this Agreement, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice to terminate the Agreement as of any future date designated in such notice.

5.5 Upon termination of this agreement, Union Bank will immediately cease the performance of any further services under this Agreement unless both parties agree that Union Bank shall continue performing services during any post-termination period. If the Employer engages Union Bank to administer the Plan during a post-termination period in accordance with the terms of the plan document, Union Bank will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of payment for post-termination administration, Union Bank will continue the processing of qualifying expense reimbursements and general Plan administration with respect to any claims that are received by Union Bank on or before the date agreed to by both parties in writing.

5.6 Upon the completion of the later of the Agreement, or any agreed-upon post-termination or "run-out" period, Union Bank will cease the processing of any expense reimbursement requests received after the post-termination period ends and the Employer shall be immediately responsible for all aspects of its Plan, including the processing of all expense reimbursements, annual reporting, and general plan administration. Union Bank shall also return any funds in the Custodial Account that have not been used for Plan benefit payments to the Employer, along with any unpaid or other pending payment requests and/or any subsequent reimbursement requests that are received after the date of the specified post-termination period. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of applicable unpaid fees and other expenses under this Agreement or any other agreement between the parties. If necessary, Union Bank shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements, or other amounts that are due and owing to Union Bank as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

5.7 Within sixty (60) days after the later of the termination of this Agreement or the applicable post-termination period, Union Bank shall prepare and deliver to the Employer a complete and final accounting and report of the financial status of the Plan as of the date of termination, together with all books and records in its possession and control pertaining to the administration of the Plan, all claim files, and all reports and other paper pertaining to the Plan.

6. COST OF ADMINISTRATION

6.1 Administrative Services Fees. Union Bank shall be entitled to a fee for its services to the Plan and under this Agreement, which fees shall be payable in accordance with the fee schedule attached as Exhibit A. Fees will be invoiced monthly and are due within thirty (30) days after invoice.

6.2 Past Due Amounts. Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if the Employer fails to pay Union Bank within the required time period, any undisputed amount that is due as a result of any product or service provided by Union Bank to the Employer under this Agreement or any other agreement between the parties, including, without limitation, services provided with respect to flexible spending arrangements, Union Bank shall be permitted to deduct the past due undisputed amount from any funds held by Union Bank that were provided by the Employer pursuant to this Agreement or any other agreement between the parties without prior notice and without prior approval of the Employer. This right of offset shall be in addition to any other remedies that Union Bank may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past due amount is paid in full as a result of the offset rights provided herein.

6.3 Definition of Participant for Purposes of Calculating Fees. Reimbursement account participants are defined as those individuals who are eligible to receive reimbursement from their account based on the Employer's Plan document, including carryovers in accordance with IRS Notice 2013-71 or applicable grace period per IRS code section 1.125-1(e). Participant counts for billing purposes are determined on the last business day of each month. In addition, Participants that lose eligibility to receive reimbursement after the first business day of a month will be included in the count for that month's billing.

7. MISCELLANEOUS

7.1 Applicable Law. The laws of the State of Nebraska shall govern this Agreement, to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

7.2 Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire contract between Union Bank and Employer and no modification or amendment shall be valid unless agreed to in writing by both parties. This Agreement supersedes all prior or contemporaneous agreements and understanding with respect to the same subject matter hereof, and if there is an inconsistency between the terms of this Agreement and the terms of any prior agreement between the parties, the terms of this Agreement will control, unless otherwise provided in such other agreement.

7.3 Final Authority. Union Bank is only an agent of the Employer for processing of qualifying expense requests under the Plan, as provided under this Agreement. Except as expressly provided otherwise in this Agreement, Employer has total and final control and discretionary authority over the Plan and the manner in which it is operated.

7.4 No Responsibility for Other Service Providers. Except as otherwise provided herein, Employer acknowledges that Union Bank shall not be responsible, nor be liable, for the actions or omissions of any other person providing services to the Plan.

7.5 Fiduciary. Employer agrees that Union Bank is not the plan administrator, the Named Fiduciary, nor a plan fiduciary under the Plan(s), as such terms are described under ERISA, except as noted elsewhere in this Agreement. Union Bank shall have no power or authority to waive, alter, breach, or modify any terms and conditions of the Plan. Union Bank shall make payments in accordance with the framework of policies, interpretations, rules, practices, and procedures set forth in the Plan, this Agreement, and as otherwise agreed upon or directed by Employer. Union Bank shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer funds. Employer agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to Union Bank under this Agreement or any other agreement between the parties shall constitute an Employer action that is authorized by the Employer under this Agreement. Employer agrees that such actions are not discretionary acts of Union Bank and do not create fiduciary status for Union Bank. Union Bank agrees that it will perform services on the Plan's behalf, as set forth in this Agreement and any attachments or other exhibits. However, Union Bank will not undertake any duties or responsibilities, regardless of whether they are set forth in the Plan, if such actions are in violation of any applicable laws or regulations.

7.6 Instructions to Union Bank. Employer hereby authorizes Union Bank to act on the written instructions, on instructions provided in the form of facsimile transmission, by e-mail, or any other method, electronic or otherwise, acceptable to Union Bank. To the extent such instructions are submitted to Union Bank in the form of facsimile or e-mail, Union Bank may act on such instructions notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (a) appear to be signed by a person entitled to give binding instructions to Union Bank in the case of instructions provided by facsimile; (b) appear to have been sent from the computer of a person entitled to give binding instructions to Union Bank in the case of instructions provided by e-mail; and (c) are consistent with the established authority of such person in the case of instructions provided by facsimile or e-mail. Union Bank shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. Employer acknowledges that there are encryption methods available for the confidential transmission of data by e-mail, and its failure to encrypt such e-mail transmissions evidences Employer's acceptance of the potential loss of confidentiality of such e-mail transmitted data. The authorization provided in this Section 7.6 shall continue in effect until revoked or amended in writing (or via facsimile or e-mail). To the extent Union Bank acts within the scope of this authorization, Employer expressly releases Union Bank from and indemnifies Union Bank against any liability that may directly or indirectly arise as a result of Union Bank's action or inaction based on the facsimile, email, or electronic instruction.

7.7 Online Administration/Telephone and Electronic Directions. To the extent permitted under applicable law and in accordance with Union Bank's practices, unless Union Bank agrees otherwise, Union Bank may process directions submitted by the Employer or Plan Participants to Union Bank via Union Bank's website or voice response unit with respect to any of its administrative responsibilities under this Agreement, as long as such directions comply with Union Bank policies and procedures in place for administering the Plan. Union Bank may act upon such telephone or electronic instructions without questioning the authenticity of such direction. A Participant may be required to provide Union Bank with his/her name, Plan name, Social Security Number, personal identification

number, and any other personal information Union Bank deems necessary or appropriate. For security purposes, Union Bank shall have the right to require a Participant to respond to additional questions (e.g., date of birth, date of hire, or other "challenge" questions) before being able to access his/her account. Only authorized representatives shall have access to such Participant's account. Some services provided by Union Bank may require oral, telephone, electronic or written instructions or information provided by the Participant and/or the Participant's spouse. Instructions or other information provided to Union Bank under a signature which purports to be that of the Participant or provided with a personal identification number or other identifying information used to verify that the transmission originated from the Participant shall be deemed to be complete, accurate, authentic and timely. Union Bank shall act in accordance with such instructions or information and shall have no duty to inquire into their completeness, accuracy, authenticity or timeliness. Union Bank shall not be responsible for, and makes no warranties regarding access, speed, or availability of any services required for electronic communication, nor does Union Bank make any warranties, express or implied, and disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. Employer shall indemnify, and hold harmless Union Bank (including its employees, representatives and agents) from and against any liability, loss or expenses (including reasonable attorneys' fees and court costs) incurred by Union Bank in connection with providing information or processing transactions in accordance with the directions of a Participant via written telephone, internet or other means for use with the Plan.

7.8 Successor. In the event of Union Bank's resignation or inability to serve, the Employer may appoint a successor. Any successor, upon appointment and acceptance, shall succeed to and be invested with all powers conferred on Union Bank. In such situations, the replacement of Union Bank shall be considered a termination of this Agreement and the Termination provisions of Article 5 shall remain effective and controlling.

7.9 Taxes. If any tax, fee, assessment, and/or penalty is assessed against or with respect to the Plan and/or the services provided by Union Bank pursuant to this Agreement, and Union Bank is required to pay that tax, fee, assessment, and/or penalty, Union Bank shall report the payment to the Employer and the Employer shall promptly reimburse Union Bank for such amount. Without limiting the generality of the foregoing, this provision shall apply to the patient-centered outcomes research fee owed pursuant to Sections 4375 or 4376 of the Internal Revenue Code. The Employer is at all times responsible for the tax consequences in the establishment and operation of the Plan.

7.10 Indemnification and Liability Limitations.

- a. Union Bank shall not be liable to Employer, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of its gross negligence or willful misconduct relating to the services provided by Union Bank pursuant to this Agreement. Unless otherwise provided under applicable law, Union Bank shall not be responsible or liable for any acts or omissions made pursuant to any Plan Participant's use, or any other person's use, of the internet, other electronic system, or telephonic voice response system, made available by Union Bank except for its grossly negligent or willful acts or omissions.
- b. Union Bank shall not be responsible or liable for any acts or omissions made in reliance on any information, direction, consent, or other data reasonably believed by Union Bank to be: (a) genuine; and (b) from an authorized representative of Employer or, with respect to Participant investment directions, the Participant or his or her representative. Union Bank shall not be responsible or liable for any acts or omissions made in reliance on erroneous data provided by Employer or any other person or the failure of Employer to perform its obligations under this Agreement. Union Bank shall not be responsible or liable for any acts or omissions made by any person providing services to the Plan or Participant.
- c. Union Bank shall not be responsible or have any liability for any acts or omissions of any previous recordkeeper, third party administrator, fiduciary, or any other service provider for the Plan, or for any acts taken by Union Bank in reliance upon or on the basis of any records or information prepared by a previous recordkeeper, third party administrator, fiduciary, or any other service provider.
- d. In addition to and not in limitation of the specific indemnification obligations of Employer provided elsewhere in this Agreement, Employer agrees to indemnify and hold harmless Union Bank, its officers, directors, agents and employees, from and against any and all claims, damages, losses, liabilities, taxes, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected to any act done or omitted to be done by Union Bank with

respect to carrying out its responsibilities with respect to the services as specified in this Agreement, except as to those matters as to which Union Bank is finally adjudged to be guilty of gross negligence or willful misconduct. Such indemnification by Employer shall include, but shall not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against Union Bank by any Plan Participant or beneficiary, or any other person.

- e. The Employer's obligation under this Agreement to indemnify and hold harmless Union Bank from certain claims, damages, losses, liabilities, penalties, taxes, fines and expenses shall survive the termination of this Agreement.

7.11 Limitation of Remedies. In no event shall either party to this Agreement be liable to the other for consequential, special, exemplary, punitive, indirect, or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence), or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of Union Bank to Employer shall be limited to direct money damages in the dollar amount that is equal to the fees paid or required to be paid to Union Bank under this Agreement. This remedy is Employer's sole and exclusive remedy.

7.12 Authority. Neither party to this Agreement, when dealing with the other party in relation to the Plan, will be obliged to determine the other party's authority to act pursuant to the Agreement. Furthermore, the individuals executing this Agreement on behalf of Union Bank and Employer do each hereby represent and warrant that: (a) they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals, and (b) the execution and delivery of this Agreement and the consummation of the transactions herein provided have been duly approved by Employer and Union Bank and do not violate any agreements to which Employer or Union Bank is a party or otherwise bound.

7.13 Intellectual Property. All materials, including, without limitation, documents, forms (including data collection forms provided by Union Bank), brochures and online content ("Materials") furnished by Union Bank to Employer are licensed (not sold). Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any Union Bank trademarks for any other purpose. Employer agrees that it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use.

7.15 Gender. Where the context of the Agreement requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine.

7.16 Amendments. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

7.17 Legal Notice. Union Bank shall not be bound by any communication until it has been received at its office via PO Box 82518, Lincoln, Nebraska 68501, or at such other address (including an email address) as it has specified to the Employer.

7.18 Unenforceable Provisions. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

7.19 Assignment. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party.

7.20 Waiver. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

7.21 Severability. If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid

or unenforceable provision were not contained herein.

7.22 Disputes. The parties shall cooperate in good faith to resolve any and all disputes (each, a “Dispute”) that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer of its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and Union Bank shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice(s) and the response(s) shall each include (i) a statement of each party’s position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party’s notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored.

7.23 Force Majeure. Neither Union Bank nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in performance of any of their respective obligations under this Agreement (other than the Employer’s obligation to provide funding for claims or pay service fees) to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency or government restrictions.

7.24 Relationship of Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venturer or any association for profit between Employer and Union Bank.

7.25 No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person (other than the Employer, and Union Bank) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary of or under this Agreement.

7.26 Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

IN WITNESS WHEREOF, Employer and Union Bank have caused this Agreement to be executed this _____ day of _____, 2021, to be effective March 1, 2021.

City of Crete, Nebraska
Employe

Union Bank & Trust Company

By: _____
Its: _____
Print Name: _____

By: _____
Its: _____
Print Name: _____

EXHIBIT A

A.1 Covered Plans. The Plans covered by this Agreement include the following:

- Health Flexible Spending Account (Health FSA)
- Limited Purpose Health Flexible Spending Account (Limited Purpose Health FSA)
- Dependent Care Flexible Spending Account (Dependent Care FSA)
- Adoption Assistance

A.1 Administrative Fee Schedule and Recordkeeping Services.

IMPLEMENTATION/COMPLIANCE, REPORTING, and DISCLOSURE

First Year Fee

- Implementation
 - Plan design consultation and annual review
 - Plan Document
 - Summary Plan Description (SPD) (master copy)
 - Information for annual 5500 Filing (if applicable)
- Annual nondiscrimination testing

\$250

\$250

RECORDKEEPING AND ADMINISTRATION

Benefits

\$4.00/participant/month

- Plan Design and Set Up
- Web Enrollment
- Online Enrollment Presentation
- Employee Group Meetings

Recordkeeping

- Debit Card (as provided in Exhibit B)
- Claims Based Disbursements (as provided in Exhibit B)
- Automatic email to participant when claims received and reimbursement is made
- Adjudicate FSA Reimbursement Requests
- IIAS Compliant Debit Card
- Daily processing of reimbursement requests
- Issue direct deposit to participant savings or checking accounts
- Postage for Standard Mailings
- Process claims during plan year run-out period
- Reconcile records to employer's payroll, if applicable
- Administration for 2 ½ month grace period extension, if applicable
- Archive records for 7 years

Reporting and Communication – Employer

- Employer Web Portal
- Employer Administrative Guide
- Daily, weekly, and/or monthly reporting available on status of accounts balances
- Consult on interpretation of applicable laws

Reporting and Communication - Participant

- Employee Administrative Guide
- Enrollment Materials
- Statement included with each reimbursement check
- Communication concerning ineligible claims
- Online access to account information 24/7
- Toll-free customer service line (844-472-6567) 8:00 a.m. to 5:00 p.m.
CST Monday through Friday

Employer: _____

By: _____

Print Name: _____

Its: _____

Dated: _____

EXHIBIT B

DEBIT CARD TERMS AND PROVISIONS

To the extent debit cards (referred to as a "Card" in this Exhibit B) are provided with respect to Health FSA, Limited Purpose Health FSA, Dependent Care FSA, and/or Adoption Assistance FSA accounts, the following additional provisions shall apply with respect to the debit card services. Unless otherwise provided below, all of the provisions of the Agreement shall apply to the provision of debit card services as well.

C.1 Definitions. The following terms shall be defined as set forth below:

- 1.1 "**Card Transaction**" means when the Card is presented for payment of Qualified Services.
- 1.2 "**Qualified Services**", with respect to a Health FSA or Limited Purpose Health FSA, mean any and all related goods and services within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 and the rulings and Treasury regulations promulgated thereunder to the extent such goods and services are allowable for the Account in question.
- 1.3 "**Qualified Services**", with respect to a Dependent Care FSA, mean any and all related expenses for household and dependent care services necessary for gainful employment within the meaning of Code Section 21 and the rulings and Treasury regulations promulgated thereunder to the extent such expenses are allowable for the Account in question.
- 1.4 "**Qualified Services**", with respect to an Adoption Assistance FSA, mean any and all reasonable and necessary expenses in the form of adoption fees, court costs, attorney fees, and other expenses that are directly related to, and for the principal purpose of, the legal adoption of an eligible child, within the meaning of Code Section 137 and the rulings and Treasury regulations promulgated thereunder to the extent such expenses are allowable for the Account in question.
- 1.5 "**Account**" means the Health FSA, Limited Purpose Health FSA, Dependent Care FSA, and/or Adoption Assistance FSA as the context requires and as elected by the Employer as part of this Agreement.
- 1.6 "**Plan Participants**" or "**Participants**" means Employees that are participating in the Accounts.
- 1.7 "**Employee**" means those employees eligible to participate in the Plan.

C.2 General Terms and Provisions.

- 2.1 Union Bank shall be responsible for providing administrative services to Participants, including updating Participant records, maintaining accurate account balances and deposit information, activating and deactivating Cards, responding to Participant inquiries, and providing appropriate notices of actions taken.
- 2.2 Union Bank agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in Card transactions asserted by Participants according to the Card Service Agreement.
- 2.3 Union Bank agrees to cancel, as soon as is practical, access to a Participant's account when a Card is reported lost or stolen.
- 2.4 Union Bank agrees, upon notice from Employer of termination or ineligibility of a Participant, to, as soon as is practical, deactivate such Participant's Card. Should Employer fail to provide this notice in a timely manner causing payment of ineligible expenses, Employer shall be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible Participant.
- 2.5 Union Bank will make available to the Employer, for distribution to the Participants, information as to the proper use of the Card.
- 2.6 Employer agrees to re-credit Participant Accounts by facilitating an after-tax payroll deduction in accordance with applicable law in those instances where the debit card was used to pay for an ineligible expense and the participant failed to reimburse the Plan or the ineligible expense could not be offset with an eligible expense.
- 2.7 Employer agrees to notify Union Bank immediately upon suspicion or confirmation of inappropriate or fraudulent Card use.

- 2.8 The Employer or the Plan participants shall bear the liability in its entirety for payment of claims. Any additional costs, including administrative costs, shall be paid by the Employer or Plan Participant. In no event shall Union Bank be responsible for these payments.
- 2.9 Employer agrees to administer the Plan in accordance with the rules and regulations of the Plan and the Agreement.
- 2.10 Employer understands and acknowledges that the origination of ACH transactions to the account must comply with the provisions of U.S. law.
- 2.11 Employer agrees to provide all information to be included in any reports or other required documents in a timely fashion, as established by the rules of all governmental entities involved with the Plan, including but not limited to the Department of Labor and the Internal Revenue Service.
- 2.12 Pursuant to this Agreement, the Employer has authorized and instructed Union Bank to implement its standard administrative procedures to provide services in accordance with this Agreement. Such standard administrative procedures may be different for Card Transactions with respect to a health FSA and Dependent Care FSA and with respect to one or more groups of Card Transactions, as determined solely by Union Bank. Such standard administrative procedures may change without notice, as determined solely by Union Bank.

C.3 Settlement Terms and Provisions.

- 3.1 Employer has, in conjunction with this Agreement, executed and delivered an authorization agreement form to Union Bank that, among other things, authorizes the issuer of Cards (the "Issuer") to debit the account ("Account") designated by Employer in such authorization agreement form, as more fully set forth therein and in this Exhibit B.
- 3.2 All information regarding Employer and its Account in the authorization agreement form is true and correct. Employer will provide the Issuer's company ID and routing number to Employer's Depository. If Employer wishes to change the designated Account, Employer must submit the change to Issuer in writing at least ten (10) days before the intended effective date of the change.
- 3.3 Each business day, Issuer is authorized to debit Employer's Account in the amount required to settle all Card Transactions (the "Daily Settlement Amount"). Each business day, collected and available funds in Employer's Account must be greater than or equal to the Daily Settlement Amount for the previous business day.
- 3.4 Notwithstanding whether there are sufficient funds in the Account to pay a debit originated by Issuer, Employer shall reimburse Issuer for all Card Transactions irrespective of whether any authorization for a Card Transaction was made in accordance with the terms of the applicable health or other Employer Plan.
- 3.5 If Employer fails to fund the Account to settle with Issuer for Card Transactions, fails to reimburse Issuer for all Card Transactions, or breaches its obligations to Issuer, Issuer may, at its option, suspend or terminate all Cards or change the method by which Employer may settle with Issuer for Card Transactions, including requiring Employer to prefund a settlement account at Issuer.

C.4 Other Terms and Provisions.

Debit card transactions and direct deposit payments will be settled directly to the Employer Account at Union Bank. This authorization is to remain in full force and effect until Union Bank receives written notification from an authorized representative of its termination in such time and in such manner as to afford Union Bank a reasonable opportunity to act on it.

Employer: _____

By: _____

Print Name: _____

Its: _____

Dated: _____



ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR FUNDS

Please Type or Print Clearly and Answer Each Question *(If Question Does Not Apply – Mark N/A).*

Please Note: The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

A. APPLICANT INFORMATION:

Name of Entity Applying for Assistance: _____

Business Address: _____
(City) (State) (Zip Code)

Contact Person: _____ Telephone Number: _____

Fax Number: _____ Email Address: _____

Federal Tax ID Number: _____

Type of Entity: Start-Up Buyout Existing

If Existing, Number of Years in Business in Crete: _____

Business Classification: (Please Choose One)

- | | | |
|---|---|---|
| <input type="checkbox"/> Retail | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government | <input type="checkbox"/> Other |

Business Type: (Please Choose One)

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other |

Does the Company have a Parent or Subsidiaries? Yes No

If Yes, Please List Name: _____

Address: _____
(City) (State) (Zip Code)

Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

<i>Full Name</i>	<i>Title</i>	<i>Ownership Percentage</i>

Which type of assistance is the entity applying for?

- Grant
 Loan Guarantee If so, Lender? _____
 Other

Explain: _____

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development
 New Business Startup
 Building Renovation
 Public Works
 Professional/Employee Recruitment
 Promotion/Tourism
 Job Training
 Working Capital
 Low - Moderate Income Housing
 Workforce Housing
 Technology
 Plan Management
 Technical Assistance
 Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska? Yes No DK

Has the business applied for any incentives from the State of Nebraska? Yes No

If yes, please explain: _____

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: _____

Number of Full-Time Equivalent Positions to Be Created: _____

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

- Yes No

If no, please explain: _____

Does the Company Employ Any Seasonal Employees? Yes No

If Yes, How Many: _____
 (Seasonal employees must work for at least three continuous months and the position must reoccur annually)

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$	\$
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$	
	Total LB840 Funds Requested:	\$

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: _____

Loan Amount: _____ Loan Term (Years): _____

Amount Injected Into the Project by Business/Partners/Owners:

Other Funding Source(s) and Amount(s): _____

C. PROJECT LOCATION:

- | | | |
|--|------------------------------|-----------------------------|
| Within the Crete City Limits? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Within the Crete Two-Mile Jurisdiction? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Land Owned by the City of Crete? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Not Located in Crete but for area benefit? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If Not in City Jurisdiction, please explain local benefit:

D. ATTACHMENTS: - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

Please Note: The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

E. APPLICANT SIGNATURE:

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.



2/26/21

Applicant's Signature

Date



**City of Crete
Downtown Revitalization Program**

2020 Program Guidelines and Application Packet

TABLE OF CONTENTS

Part I: Program Overview

Statement of Purpose.....	1
Funding Sources.....	1
Program Administration.....	1

Part II: Application

Application Cycles.....	2
Eligibility	2
• Eligible Applicants.....	2
• Eligible Properties	2
• Eligible Activities/Improvements.....	2
• Eligible Project Area	3
Assistance Details.....	4
• Maximum Grant Award.....	4
• Matching Funds	4
Application Materials.....	4
• Application Form.....	4
• Additional Materials.....	4

Part III: Application Review Process

Staff Review.....	5
• Conflicts of Interest	5
• Code Compliance Review	5
• Structural Engineering Review	5
• SENDD Review.....	5
Council Committee Review	6
• Program Design Standards	6
• Ranking and Selection Criteria.....	6
City Council Award	6
Notification of Selection/Non-selection.....	7

Part IV: Project Implementation

Grant Award Contract.....	7
Funding Terms	7
SHPO and Historic Preservation Review.....	7
Notice to Proceed.....	7
Procurement Process.....	8
Construction Process	8
Compliance Review	8
• Compliance with DBRA/SAM/E-Verify	8
• Compliance with Federal Laws and Regulations.....	9
• Compliance with State and Local Laws and Regulations.....	9

Project Closeout 9

- Final Inspection..... 9
- Notification of Project Completion 9

Part V: Additional Guidelines

Conflicts Between Agreements/Regulations/Guidelines 9

Grievance/Complaint Procedures 10

Environmental Review 10

Amending Program Guidelines 10

Part VI: Certification of Adoption 10

Program Timeline and Important Dates 11

Application Packet

Application Form..... A-1

Application and Additional Materials Checklist..... A-4

PART I: PROGRAM OVERVIEW

Statement of Purpose

The purpose of the City of Crete's Downtown Revitalization Program is to rehabilitate and revitalize the buildings and structures located in Crete's historic downtown area in order to support existing businesses, to provide a healthy, vibrant downtown district, and to attract new residents, new businesses, and new investment

The Program's goals are:

- To prevent or eliminate slum and blight conditions by enhancing the aesthetic and historical qualities of the downtown district.
- To improve the economic potential of individual buildings and structures and the district as a whole and to strengthen property values.
- To improve access to first floor commercial properties and upper floor development.
- To create more desirable commercial and mixed-use buildings and structures.
- To protect residents, customers, and the physical environment by reducing life, health, and safety issues.
- To encourage investment and the location of more businesses and residents in the downtown district.

Funding Sources

The program uses Community Development Block Grant funds from the Nebraska Department of Economic Development, which may be combined with local funding from the City's local Economic Development Program. Interested applicants will need to apply for this funding separately. Information about the City's program and applications can be found on the City's website, www.crete.ne.gov, under Community and Economic Development.

All participants in this Program will need to provide private matching funds. More information about the required matching funds can be found in the Application Process section.

Participants are also encouraged to consult with the City and Nebraska's State Historic Preservation Office (SHPO) to determine eligibility for other financing methods and means, including tax incentive programs. SHPO is available by calling 1-800-833-6747 or via email at hpns@nebraskahistory.org.

Program Administration

The Program will be jointly administered by the City and Southeast Nebraska Development District (SEND). All applications must be submitted to: City of Crete, Downtown Revitalization Program, 243 E. 13th Street, Crete, NE 68333.

PART II: APPLICATION

Application Cycles

The program will consist of two application cycles. The first application cycle will open on March 3, 2021 and close on April 20, 2021. Completed applications and all required application materials must be delivered to the City by 5:00 pm on April 20, 2021. Applications received after this deadline will not be considered.

The second application cycle will open on July 5, 2021 and close on August 20, 2021. Completed applications and all required application materials must be delivered to the City by 5:00 pm on August 20, 2021. Applications received after this deadline will not be considered.

Eligibility

Eligible Applicants

To be eligible for an award, applicants must own or lease an Eligible Property that is located within the geographic boundaries of the Eligible Project Area. Business entity applicants (*e.g.*, corporations, limited liability companies, and partnerships) must be authorized to transact business in the State of Nebraska and must have an active, valid registration with the Nebraska Secretary of State. Applicants applying as individuals or sole proprietors must be lawfully present in the United States and must complete the United States Citizenship Attestation Form provided by the City.

Applicants that are debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by a federal agency are ineligible to receive an award.

Eligible Properties

Eligible properties are commercial or mixed-use buildings or structures located within the Eligible Project Area. The principal use of the property must be a commercial use, which means at least fifty percent (50%) of the total square footage of the building or structure is intended or used for commercial purposes. Buildings or structures that are not structurally sound are not eligible properties.

Eligible Activities/Improvements

Program funds may only be used for the following eligible activities:

- the preparation of a required property structural engineering overview;
- architectural plans and engineering specifications; and,
- the costs of building materials and construction labor for eligible façade improvements or to fix code violations.

Eligible façade improvements include:

- Restoration, renovation, replacement, or reconstruction of signage, awnings, windows, or doors.
- Brick, stucco, masonry, and exterior surface repair or restoration for the purpose of historic preservation.
- Repair, restoration, or installation of historic decorative details and other design features such as pediments, cornices, lintels, and bulkheads.

- Painting when combined with window replacement or the repair or restoration of brick, stucco, or other exterior surfaces for historic preservation.
 - Painting by itself is considered maintenance and program funds may not be used for maintenance activities.
- Miscellaneous façade improvements that are reasonably similar to those listed above.
- Any other activity that is approved by the Nebraska Department of Economic Development.

Fixing Code Violations

- Program funds may be used for costs associated with fixing municipal code violations.
- In order to be an eligible activity, the applicant must submit documentation from the City's Building Inspector that delineates the specific code violations and the required repairs.

Any activities that may be considered maintenance are ineligible activities under federal regulations. All repairs, improvements, or other work done must conform to all state and local building codes and design standards or the activities or improvements will be declared ineligible.

Eligible Project Area

All projects must be located within the area specified in the map below. This area is generally between Norman and Linden Avenues and 14th and 11th Streets.



Assistance Details

Maximum Grant Award

The maximum amount that may be awarded for any project is Fifty Thousand Dollars (\$50,000). Applicants may request any award amount up to the \$50,000 maximum. The City Council may grant an award that is less than the amount requested.

Matching Funds

Applicants must provide private matching or other leveraged funds in the amount of at least twenty percent (20%) of the total project cost. For example:

- A proposed project that will cost approximately \$12,000 will require at least \$2,400 in private matching funds and will be eligible for an award of up to \$9,600.
- An award of \$50,000 (the maximum grant award) would require at least \$12,500 in private matching funds.

Matching and other leveraged funds must be expended during the grant period. Applicants are responsible for all costs that exceed the proposed total project cost.

Application Materials

Application Form

Applicants must submit a completed Application Form (found attached to these guidelines) and all required additional materials to City of Crete, Downtown Revitalization Program, 243 E. 13th Street, Crete, NE 68333 before the close of the application cycle.

Additional Materials

All applications must include the project-specific documents listed on the Application Form and must provide the following additional materials:

- Property ownership documentation or a copy of the applicant's current lease and a letter from the property owner authorizing the application and the work to be performed.
- A completed Proposed Property Improvement Plan. Any proposed activities or improvements must be consistent with the City's Design Standards and Guidelines. The Property Improvement Plan shall include a construction drawing of the property with descriptions of proposed activities or improvements and showing the approximate locations.
- Color photographs of existing façade on all exposed sides.
- Color photographs of specific areas where requested improvements would occur.
- Three (3) cost estimates from different independent contractors to verify the proposed costs are within reasonable parameters.
 - Applicants are responsible for preparing the project specifications, work-writeups, or other documents necessary to obtain cost estimates on the proposed project activities.
- Submission of all federal compliance items, including submission of appropriate SAM verification.
- US Citizenship Attestation Form, if required.

PART III: APPLICATION REVIEW PROCESS

Staff Review

City Staff will initially review applications for completeness and to ensure that all additional materials have been submitted. Incomplete applications will not be eligible for consideration. Applicants who submit incomplete applications before the close of the application cycle may be contacted about the deficiencies in their applications. Applications or parts of applications received after the cycle deadline will not be accepted.

City Staff will also verify property ownership/tenancy and check the status of property taxes, special assessments, or liens on the property, potential conflicts of interest, and building code/zoning compliance.

Conflicts of Interest

No employee, officer, or agent of the municipality shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would exist. Such a conflict would exist when an employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization that employs, or is about to employ, any of the above has a financial or other interest in the award. Conflicts of interest may also exist under the Nebraska Political Accountability and Disclosure Act or under federal regulations. Municipal employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

City Staff will review applications for any potential conflicts of interest. Conflicts that arise after an award of funds may be cause for the immediate revocation of the award and may result in penalties or sanctions under federal or state laws and regulations.

Code Compliance Review

City Staff will review applications to determine if the proposed activities or improvements comply with the City's Commercial and Neighborhood Design Standards and other Building or Sign Regulations found in the Crete Municipal Code.

Structural Engineering Review

Buildings or structures that are not structurally sound are not eligible properties. The City Building Inspector may require a structural engineering review to determine if a building or structure is structurally sound. If a review is required, the applicant may use the services of the City's Engineer or may use another qualified firm. All costs of the review shall be paid by the applicant; however, if the application is selected for an award, any reasonable costs associated with the review and report will be included in the total project costs.

SENDD Review

SENDD will review applications to ensure the proposed activities or improvements meet federal and state guidelines and requirements and verify the applicants and any proposed contractors and subcontractors are not on the federal debarred, suspended, or ineligible list.

Council Committee Review

The City Council's Legislative and Economic Development Committee will review all applications to determine how well the proposed activities or improvements comply with the Program Design Standards and will score applications based on the priority ranking system and selection criteria. This Committee will then make recommendations for award to the City Council.

Program Design Standards

Where practicable, building and structure facades should be restored to the original period design for the building or structure:

- All unique historical features must be retained.
- If practicable, deteriorated architectural features should be repaired rather than replaced. If replacement is necessary, new materials should match as closely as possible in design, color, texture, and other visual qualities to the original.
- All repairs, replacements, and improvements shall be designed, constructed, and maintained to complement and accent the original qualities, character, and architectural features of the building.
 - The use of incompatible materials for reconstruction of facades is prohibited (for example: vinyl or metal siding, faux brick, asphalt or cedar shingles, plastic, fiberglass, and stucco).
- Non-original or incompatible exterior materials, such as stucco, vinyl, and aluminum, should be removed whenever possible.
- All accessories, signs, and awnings shall harmonize with the overall character of the building and area. All color schemes shall accent the building, as well as harmonize with the historic character of adjacent buildings.
 - Signs and awnings must comply with the City's Sign Regulations and should accentuate the period architecture.
- Replacement windows, doors, and glass should be similar in size, color, and reflectivity to the original.

Priority Ranking and Selection Criteria

Priority shall be given to applications that propose activities or improvements that:

- Restore the building or structure facade in compliance with SHPO requirements.
- Bring the facade into conformance with the City's Commercial and Neighborhood Design Standards and the Program Design Standards; and,
- Fit the City Council's revitalization priorities and downtown district design vision and goals.

City Council Award

The City Council will consider all applications and the Committee's recommendations at its first regularly scheduled meeting after the close of the application cycle and will make the decision to award or not award any project independently from the recommendation of the Committee. Nothing herein shall be interpreted to require the City to grant an award to any project. The City reserves the right to accept or reject any or all of the applications.

Notification of Selection or Non-selection

Within thirty days of the decision of the City Council, the City will notify applicants of award selection or non-selection by an official, written notice signed and dated by the Mayor. If the application was not selected for an award, the notification will inform the applicant of the reason for non-selection.

PART IV: PROJECT IMPLEMENTATION

Grant Award Contract

The City and award Recipients will enter into a grant award contract to ensure that the Recipient agrees to the conditions of the Program and understands its rights and obligations, including those obligations required by the Nebraska Department of Economic Development.

The Recipient will be responsible for generating their own contracts, agreements, or other documents with any contractors or subcontractors hired by them. These agreements must be executed, and a copy provided to the City, prior to the disbursement of any grant funds. All contracts for rehabilitation work will be between the Recipient and their contractors or subcontractors; under no circumstances will the City enter into any contracts or other agreements with contractors or subcontractors.

Funding Terms

All awards will be structured as conditional grants, the repayment of which will be required if the conditions specified in the grant award contract are not met. These conditions generally require the Recipient to comply with all federal, state, and local laws, regulations, and program guidelines.

All rehabilitation work approved by the City under the Program must be completed within twelve months after the execution of the grant award contract.

SHPO and Historic Preservation Review

The Property Improvement Plan provided with the application materials will be submitted to SHPO for review before a Notice to Proceed is issued. For properties identified by SHPO as having historic relevance, the Property Improvement Plan shall be adjusted to incorporate any reasonable recommendations of SHPO into the planned project activities or improvements.

Notice to Proceed

The Recipient or its contractors must submit a copy of any required building, sign, or other city permits before a Notice to Proceed will be issued. The City has waived permit fees for work conducted in association with this Program. Once all reviews are completed, all required program documents are executed, and all city permits are obtained, the City will notify Recipients that their projects may begin by an official, written notice signed and dated by the Mayor. No project shall begin work prior to the date stated on the Notice to Proceed.

Procurement Process

Recipients may select one or more of the contractors that provided the three (3) cost estimates to perform the proposed work or may rebid all or any portion of the work. Regardless of the contractor selected, Recipients will only receive reimbursement for eligible expenses up to the maximum amount awarded and will be responsible for all costs that exceed the proposed total project cost.

All contractors and subcontractors performing work under this Program must be authorized to transact business in the State of Nebraska, must have an active, valid registration with the Nebraska Secretary of State, and must meet all applicable requirements of the Nebraska Contractor Registration Act. Contractors or subcontractors performing work as individuals or sole proprietors must be lawfully present in the United States and must complete the United States Citizenship Attestation Form.

No contractor or subcontractor that has been debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by a federal agency or any applicable government debarment and suspension regulations may perform work as part of this Program.

Construction Process

Once contractor verification is complete and the construction contract is signed, a preconstruction conference will be held with SENDD and the contractors to go over the federal labor standards that must be followed and the required paperwork that is needed.

All activities or improvements must comply with all applicable building codes, zoning ordinances, commercial and neighborhood design standards, and historic property requirements. Contractors are required to have inspections done by the Building Inspector whenever required by the City.

All grant funds will be disbursed as reimbursement for expenses incurred. Contractors must submit invoices to Recipients for payment and may choose to submit a copy to the City at the same time. Recipients must submit a copy of the invoice as well as verification of payment.

When it is determined that the quality of work is satisfactory to the Recipient and meets all city requirements, the City will reimburse the Recipient for eighty percent (80%) of the amount paid for eligible expenses up to the maximum amount of the grant award.

Compliance Review

Compliance with DBRA/SAM/E-Verify

Recipients and all contractors and subcontractors are required to comply with any applicable Davis-Bacon Wage Determinations, System for Award Management (SAM) requirements, and E-Verify requirements. It will be the responsibility of Recipients to ensure contractors and subcontractors are aware of these requirements.

Contractors are required to notify the City and SENDD of the dates they will be working on the project site. The City or SENDD will be on-site no less than one time for each contractor that has a contract exceeding \$2,000.00 and will conduct employee interviews to ensure compliance with Davis-Bacon Wage Rates.

For every week that a contractor or its employees are on the job, the contractor is required to submit Davis Bacon Payroll Certifications. These shall be submitted immediately after the applicable week ending date. No requests for reimbursement will be processed until all payroll forms have been received by the City or SENDD.

Compliance with Federal Laws and Regulations

This Program and any project activities undertaken as part of this Program will comply with all applicable federal laws and regulations, including, but not limited to, the Housing and Community Development Act of 1974, 24 CFR Part 570, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, Lead-Based Paint Poisoning Prevention Act, and the Civil Rights Act of 1964.

Compliance with State and Local Laws and Regulations

This Program and any project activities undertaken as part of this Program will comply with all applicable state and local laws and regulations, including, but not limited to, the Nebraska Civil Rights Act of 1969, the Nebraska Fair Employment Practices Act, Nebraska's Uniform Energy Efficiency Standards, and all regulations and program guidelines adopted by the Nebraska Department of Economic Development.

Project Closeout

Final Inspection

A final inspection will be completed by the City prior to project closeout to ensure the project was completed in compliance with the grant agreement and all applicable federal, state, and local laws, regulations, and guidelines.

Notification of Project Completion

Upon a successful final inspection, the City will review the project file to ensure all program requirements have been met. If so, the City will issue a notification of project completion and closeout by an official, written notice signed and dated by the Mayor.

PART V: ADDITIONAL GUIDELINES

Conflicts Between Agreements/Regulations/Guidelines

In the event of any conflicts between any provisions of these Program Guidelines, the Nebraska Department of Economic Development's CDBG Administration Manual, any grant agreements entered into between the City and the Nebraska Department of Economic Development or between the City and the Recipient, and any federal, state, or local laws or regulations, the most restrictive or specific provision shall apply.

Grievance Procedures

All grievances or complaints regarding an award or non-award of funds must be submitted in writing to the City. A written response/determination will be provided to the aggrieved party within fifteen days after receipt of the grievance/complaint. If unsatisfied with the response/determination, the aggrieved party may appeal the decision in writing to the City Council for their consideration. The request for appeal must be received by the City within 15 calendar days of the initial decision. The City Council will set a hearing on the appeal within thirty calendar days after receipt of the request for appeal. Final written decision of the City Council will be provided to the aggrieved party within forty-five days after the hearing.

In the event of a dispute between the Recipient and a contractor or subcontractor, an independent mediator, agreed on by both parties, shall be selected. The mediator’s decision on the issue will be accepted as final by both parties.

Environmental Review

If required by federal or state regulations, properties will have a Tier II Environmental Review conducted. This review shall, at a minimum, include a review of onsite and nearby potential toxic substance contamination, the potential for adverse environmental impacts that disproportionately impact any minority of low-income populations within the community, and the impacts of the project activities on the historic nature of the property or adjacent structures.

Process for Amending Program Guidelines

These Program Guidelines can be amended only after review and approval by the Nebraska Department of Economic Development and formal action by the City Council.

PART VI: CERTIFICATION OF ADOPTION

The City of Crete’s Downtown Revitalization Program Guidelines and Application Packet were approved and adopted by the City Council on March 2, 2021.

Mayor

Date

PROGRAM TIMELINE AND IMPORTANT DATES

Event	Date/Deadline
First Application Cycle Open	March 3, 2021
First Application Cycle Closed	April 20, 2021 @ 5:00 pm
Application Review	April 21 – May 3, 2021
Council Decision on Awards	May 4, 2021
Notice of Selection/Non-selection	By June 4, 2021
Notice to Proceed	As soon as possible after May 4
Second Application Cycle Open	July 5, 2021
Second Application Cycle Closed	August 20, 2021 @ 5:00 pm
Application Review	August 23 – September 6, 2021
Council Decision on Awards	September 7, 2021
Notice of Selection/Non-selection	By October 7, 2021
Notice to Proceed	As soon as possible after Sept. 7
First Cycle Projects Completed/Closed-out	By June 30, 2022
Second Cycle Projects Completed/Closed-out	By October 31, 2022

CRETE DOWNTOWN REVITALIZATION PROGRAM APPLICATION

PART I: APPLICANT

Applicant Information

Applicant Name: _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Email Address: _____ **Phone:** (_____) _____

Business Information

Legal Name of Business or Entity*: _____

*Name used to register business with the State of Nebraska

Principal Office Address: _____

PART II: PROPERTY

Project Property Information

Property Address: _____

Total Square Footage: _____ **Commercial Square Footage:** _____

Residential Square Footage: _____ **Other:** _____

Ownership Information

Owned **Leased**

If leased:

Name of Property Owner: _____

Email Address: _____ **Phone:** (_____) _____

Beginning Date of Lease: _____ **Termination Date of Lease:** _____

Note: A copy of the applicant's current lease and a letter from the property owner authorizing the application and rehabilitation activities must be submitted with the Application Form.

PART III: ACTIVITIES/IMPROVEMENTS

Proposed project activities (please mark all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Preparation of structural engineering overview | <input type="checkbox"/> Preparation of architectural plans |
| <input type="checkbox"/> Preparation of engineering specifications | <input type="checkbox"/> Building Code compliance renovations |
| <input type="checkbox"/> Removal of nonconforming items/materials | <input type="checkbox"/> Sign or awning repair/replacement |
| <input type="checkbox"/> Brick and exterior surface repair or restoration | <input type="checkbox"/> Window or door repair/replacement |
| <input type="checkbox"/> Façade improvement: Historic decorative details or design features | <input type="checkbox"/> Façade improvement: Other |
| <input type="checkbox"/> Other (please explain): _____ | |

PART IV: FINANCIAL

Estimated total project cost: _____

Amount of funds requested: _____

Sources of Matching Funds

Applicants awarded funds through this Program are required to provide at least 20% of the total project cost. Please provide information on the source of these funds (mark all that apply):

- Cash on hand in checking, savings, or other
- Bank loan
- Loan or gift from relative or private source other than a bank
- Other (please explain): _____

PART IV: AGREEMENT & SIGNATURE

THE UNDERSIGNED, in applying for financial assistance from the City of Crete Downtown Revitalization Program:

- (i) agrees that, prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;
- (ii) attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,
- (iii) acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

By: _____
(Signature)

(Typed or Printed Name/Title)

(Date)

APPLICATION AND ADDITIONAL MATERIALS CHECKLIST

REQUIRED DOCUMENTS FOR ALL PROJECTS

- A completed and signed Application Form.
- Property ownership documentation or a copy of the applicant’s current lease and a letter from the property owner authorizing the application and the work to be performed.
- A Proposed Property Improvement Plan. Any proposed activities or improvements must be consistent with the City’s Design Standards and Guidelines. The Property Improvement Plan shall include a construction drawing of the property with descriptions of proposed activities or improvements and showing the approximate locations.
- Color photographs of existing façade on all exposed sides.
- Color photographs of specific locations where requested improvements would occur.
- Three (3) cost estimates from different independent contractors.

ADDITIONAL PROJECT-SPECIFIC DOCUMENTS

FOR SIGNS:

- Provide a color photo or rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Specify how and where the sign will be hung on the building.

FOR AWNINGS:

- Provide information about color and style of awning chosen (color photo or rendering preferred if available).
 - o Note: Awning design must take into account the architectural style of the building.
- Specify how and where the awning will be placed on building.

FOR WINDOWS AND DOORS:

- Provide details on windows or doors being replaced.
- Provide photo or rendering of desired windows or doors.

Additional descriptions or explanations, as needed:

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

106th Legislature, Second Session

Feb. 19, 2021 - Bulletin 8



ITEMS OF INTEREST TO MUNICIPALITIES

- **LBs 99, 405, 414:** Three League-supported bills advance to General File
- **LB 339:** Hearing held on bill to require additional planning for construction projects
- **LB 83:** Thanks to Sen. Mike Flood for his leadership on League-supported bill to amend the Open Meetings Act
- **LBs 81, 96 and 168:** Urban Affairs Committee conducts hearings on bills relating to sanitary and improvement districts
- **LB 502:** League opposes bill to allow sales tax exemption upon 'attainment' under the Nebraska Advantage Act, without the transparency provisions of the ImagiNE Nebraska Act
- **LB 139:** Please encourage your Senator(s) to support LB 139, introduced by **Albion Sen. Tom Briese**, to adopt the “**COVID-19 Liability Protection Act.**” The Judiciary Committee held a hearing on LB 139 on Feb. 18; thanks to Sen. Briese for introducing this important legislation on behalf of the League and numerous statewide organizations and entities in the public and private sectors. [Click here](#) for the League’s testimony letter in support of the bill.

Check the Legislature’s web site for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

LBs 99, 405, 414: Three League-supported bills advance to General File

LB 99, introduced by **Sen. Lynne Walz** of Fremont, and **LB 405**, introduced by **Sen. John Lowe** of Kearney, **was** advanced to General File Feb. 18 by the Urban Affairs Committee.

LB 99 exempts areas that have been designated as extremely blighted from the maximum percentage a city or village may designate as blighted under the Community Development Law. A similar bill was introduced last year by Sen. Walz in response to the devastating flooding experienced by Fremont and other communities. The Urban Affairs Committee advanced the bill on a 5-1 vote with one member present but not voting.

LB 405 changes provisions relating to the village board of trustees and when they can be compensated for doing work for the village. During the past year, League staff met with Frank Daley from the Nebraska Accountability and Disclosure Commission to discuss how the current language regarding compensation for village board members may need to be modified and clarified. With the help of Mr. Daley and the League's Attorneys Subcommittee,



Sen. Lynne Walz



Sen. John Lowe

new language was crafted to ensure that village board members can be compensated by the village as long as their work is seasonal or emergency and approved by the village board. LB 405 advanced on a 7-0 vote.

Finally, **LB 414**, introduced by **Sen. Anna Wishart** of Lincoln, modifies the Political Subdivisions Construction Alternatives Act to authorize municipalities to use design-build contracts and construction manager at-risk contracts for water, wastewater, utility and sewer construction projects. The Government, Military and Veterans Affairs Committee Feb. 16 voted 7-0 with



Sen. Anna Wishart

one member absent to advance the bill.

Legislative hot line offered during session

During the legislative session, the Clerk of the Legislature's Office offers a hot line from 8 a.m. to 5 p.m.

Hot line staff will answer questions about the status of bills or requests for information. This service also

is available to any person who is hearing impaired and/or speech impaired. Before 8 a.m., or after 5 p.m. during the week and on weekends and state holidays, callers will hear a recorded message of the next

legislative day's agenda. Legislative hot line numbers are: Lincoln - 402-471-2709; Other areas in Nebraska - 800-742-7456.

LB 83: Thanks to Sen. Mike Flood for his leadership on League-supported bill to amend the Open Meetings Act

Thanks to **Sen. Mike Flood** of Norfolk for introducing and advocating for passage of **LB 83** as the Legislature debates the bill during the various stages of consideration this session. Thanks to Gordon **Sen. Tom Brewer**, Chair of the Government Committee, and other committee members for unanimously adopting a League-supported negotiated amendment (AM127) to LB 83 and then advancing the bill to General File as reported on Feb. 16.

LB 83 as amended by AM127 would amend the Open Meetings Act in Chapter 84, Article 14, to: 1) modernize the provisions in section 84-1411(2) in which “regional” public bodies (i.e., League Association of Risk Management and Municipal Energy Agency of Nebraska) hold public meetings by “virtual conferencing”; and 2) create the statutory framework for all public bodies (including city councils and village boards) to hold meetings by “virtual conferencing” during a declared emergency by the Governor pursuant to the Nebraska Emergency Management Act. LB 83 has the emergency clause so the bill would take effect when passed and approved according to law, except for those provisions relating to the posting of agendas and minutes for certain public bodies, which would have an effective date of July 31, 2022.

LB 83 is the result of months of negotiations and work by the **League staff** with other members of the “**Open Meetings Act Coalition**” comprised of the following statewide organizations and entities: City of Lincoln; City of Omaha; Educational Service Unit Coordinating Council; Lincoln Electric System; Metropolitan Utilities District; Nebraska Association of County Officials; Nebraska Association of Regional Administrators (*Behavioral Health Districts*); Nebraska Association of Resources Districts; Nebraska Association of School Boards; Nebraska Community College Association; Nebraska Municipal Power Pool/Municipal Energy Agency of Nebraska (MEAN); Nebraska Public Power District; Nebraska Rural Electric Association; Omaha Public Power District; Panhandle Public Health District (*Friends of Public Health in Nebraska*); and University of Nebraska.



Sen. Mike Flood

1. **LB 83 as amended by AM127 would modernize the provisions in Section 84-1411(2) in which “regional” public bodies hold meetings by “virtual conferencing.”** The bill defines “**virtual conferencing**” as “**conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412**” which allows the public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking, and recording at the virtual meeting. The provisions of the Open Meetings Act relating to videoconferencing and telephone conference calls would be combined into one section. Instead of using the terms videoconferencing and telephone conference calls, “virtual conferencing” would encompass both. The same public bodies currently allowed to conduct meetings by videoconferencing and/or telephone conference calls (i.e., “regional” public bodies like the League Association of Risk Management and the Municipal Energy Agency of Nebraska) would be allowed to hold meetings by “virtual conferencing” with four additional entities

Continued on page 4

LB 83: Thanks to Sen. Mike Flood for his leadership on League-supported bill to amend the Open Meetings Act

Continued from page 3

included: local public health departments, natural resources districts, a metropolitan utilities district (MUD) and a regional metropolitan transit authority. LB 83 as amended by AM127 provides that **public meetings of “regional” entities held by “virtual conferencing” would be subject to similar requirements as those which now apply to videoconferencing and telephone conference calls**, including: reasonable advance publicized notice, including access to a dial-in number or link to the virtual conference; in addition to participating virtually in the meeting, arrangements for at least one public site in a building open to the public for the public to participate with at least one member of the entity holding such meeting, or his or her designee, present at each site; copies of all documents for the meeting available at the physical site; links to an electronic copy of the agenda, documents being considered at the meeting and the current version of the Open Meetings Act; and except for certain entities (League Association of Risk Management and Municipal Energy Agency of Nebraska), no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by “virtual conferencing” in a calendar year.

LB 83 would remove a provision in section 84-1411(6) that a member of the public body is not allowed to appear before the public body by means of “virtual conferencing.” The intent of this change is to allow a member of the public body to appear by “virtual conferencing” but does NOT allow that member to be counted toward the quorum or participate as a member of the public body. AM127 would amend section 84-1412(3) to require any member of the public desiring to address the public body to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the

security of the individual. AM 127 also would require that beginning July 31, 2022, the following entities place minutes and agendas on their public web site: the city council of a city of the metropolitan class (Omaha); the city council of a city of the primary class (Lincoln); the city council of a city of the first class; the county board of a county with a population greater than 25,000; the governing body of a natural resources district; and the school board of a school district. The agenda would need to be placed on the web site at least twenty-four hours before the meeting. Minutes would be required to be placed on the web site when they are available for inspection. This information would be required to be available on the web site for at least six months.

2. **LB 83 as amended by AM127 also would create the statutory framework for all public bodies (including city councils and village boards) to hold meetings by “virtual conferencing” during a declared emergency by the Governor pursuant to the Nebraska Emergency Management Act.** If such an emergency is declared by the Governor, any public body, whose territorial jurisdiction, in whole or in part, is included in the emergency declaration would have the option to hold an emergency meeting by “virtual conferencing” after giving reasonable advance publicized notice, including information regarding access for the public and news media. **At these emergency meetings, in addition to any formal action taken pertaining to the emergency, the public body would be authorized to hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.** The public body would be required to provide a dial-in number or link to the virtual conference, links to an electronic copy of the agenda, all documents being considered at the meeting and the current version of the Open Meetings Act. *(In contrast,*

Continued on page 5

LB 83: Thanks to Sen. Mike Flood for his leadership on League-supported bill to amend the Open Meetings Act

Continued from page 4

provisions in current law in section 84-1411(5) allowing emergency meetings WITHOUT reasonable advance publicized notice also may be held by “virtual conferencing” but any formal action taken in such meeting shall pertain ONLY to the emergency.) LB 83 as amended by AM127 would require meetings held by “virtual conferencing” to adhere to the same following provisions as current law mandates for other public meetings: make reasonable arrangements to accommodate the public’s right to hear and speak at the meeting and record the meeting; make all reasonable efforts to provide advance notification to a maintained list of news media of the time and place of each meeting and the subjects to be discussed; the nature of the emergency shall be stated in the minutes and the complete minutes of the meeting will be made available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, with a limited exception for cities of the second class and villages.

Section 84-1411(2) relating to “regional” public entities allowed to have half of their meetings by “virtual conferencing” would not apply to the current emergency meeting provisions in section 84-1411(5) when reasonable advance publicized notice cannot be given or to the new provisions regarding meetings when an emergency is declared by the Governor.

LB 83 as amended by AM127 also would provide that no motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting of a public body would be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor’s Executive Order which waived certain requirements of the Open Meetings Act.

Please encourage your Senator(s) to support LB 83 as amended by AM127!

How a bill becomes a law

1. Bill introduced by Senator
2. Clerk assigns number to bill
3. Bill referred to committee
4. Committee has public hearing
5. Committee votes to:
 - Hold
 - Kill
 - Advance to General File
6. General File
7. Select File
8. Final Reading
9. Bill sent to Governor
 - Bill becomes law without Governor's signature
 - Signed by Governor
 - Vetoed by Governor
10. Veto Override
11. Bill becomes state law

LB 339: Hearing held on bill to require additional planning for construction projects

On Feb. 16, the Transportation Committee took testimony on **LB 339**, introduced by Brainard Sen. Bruce Bostelman. LB 339 would require that Cities of the Metropolitan Class, Cities of the Primary Class and Cities of the First Class provide a utility coordination plan as part of a street project costing more than \$50,000. Also, the city would be required to compensate a contractor for any damages associated with a deviation from the plan.

The bill requires that any contract exceeding \$50,000 for the construction, reconstruction, improvement, maintenance, or repair of a road, street, highway, bridge, or other related structure to which the Department of Transportation or any city of the metropolitan class, any

city of the primary class, any city of the first class ... require a utility coordination plan.

Such plan would need to identify **any utility operator, its facilities, and the location and elevation of such facilities within the project work area or which are otherwise affected by any construction, reconstruction, improvement, maintenance, or repair project conducted under such contract and the date or dates such facilities will be relocated or removed.**

The bill goes on to require that a contractor performing services under the contract may rely on such plan and **shall be compensated by the Department of Transportation or such city or county for any costs or damages associated with**

any deviation or failure by the department or such city or county to follow the plan.

LB 339 was opposed by a **League representative, Acting Director of the Nebraska Department of Transportation Moe Jamshidi, Lancaster County Engineer Pam Dingman, City of Lincoln Director of Transportation and Utilities Liz Elliott, Lucas Billesbach** from JEO, representing the **American Consulting Engineers Council – Nebraska Chapter, and City of Omaha Lobbyist Jack Cheloha.**

LB 399 was supported by the **Association of General Contractors, Hawkins Construction, Perrett Construction and Midlands Contractors.**

LBs 81, 96 and 168: Urban Affairs Committee conducts hearings on bills relating to sanitary and improvement districts

On Feb. 16, the Urban Affairs Committee held a hearing on **LB 81**, introduced by Omaha **Sen. Robert Hilkemann**, to provide express authority for sanitary and improvement districts (SIDs) to own, construct and maintain public parking facilities. An Omaha real estate company/developer testified in support of LB 81, emphasizing the bill was needed to accomplish a major parking facility in “West Farm,” a former area in Boys Town. Another developer and a **League representative** also testified in support of the bill.

The Urban Affairs Committee also held a hearing on Feb. 16 on **LB 96**, introduced by Bennington **Sen. Wendy DeBoer** on behalf of a constituent to change the hearing and notice requirements when property owners in an SID might become subject to assessments

for proposed improvements. In addition to current publication requirements, LB 96 would require that notice be delivered directly by mail or by electronic means, without charge, to each resident property owner of the SID not less than five days nor more than two weeks prior to the time set for the hearing on the proposed improvements/assessments. LB 96 also would require that notice be posted in three conspicuous places in the SID. Matthew Rasmussen, Sen. DeBoer’s constituent, testified in support of LB 96 stating that developers have a conflict of interest. A **League representative and Larry Jobeun**, Land Use and Zoning Attorney with an Omaha law firm, opposed LB 96 stating that notification to each SID property owner by mail or

Continued on page 7

LBs 81, 96 and 168: Urban Affairs Committee conducts hearings on bills relating to sanitary and improvement districts

Continued from page 6

electronic means was problematic; however, posting in three conspicuous places in addition to the current publication requirements would be reasonable.

On Feb. 16, the Urban Affairs Committee also conducted a hearing on **LB 168**, a bill introduced by Lincoln Sen. **Matt Hansen**, to terminate authorization for the creation of new SIDs. In his introductory remarks, Sen. Hansen stated that SIDs fail to provide housing for residents of all income levels; he emphasized that SIDs do not create affordable housing necessary for the “Missing Middle.” Citing a 2017 law review article by Creighton Professor Dr. Erin Feichtinger, Sen. Hansen noted that Nebraska has the most Chapter 9 bankruptcies of any state since 1991 due to so many SIDs filing bankruptcy.

Thanks to the following officials and individuals who testified with a **League representative** in strong opposition to LB 168, underscoring the importance of SIDs for workforce housing and planned growth in municipalities: **Brian Newton**, Fremont City Administrator; **Dan Hoins**, Sarpy County Administrator; **Dave Fanslau**, Omaha Planning Director; **Mark Stursma**, Papillion Planning Director, representing **United Cit-**

ies of Sarpy County; **Steve Curtiss**, Omaha Finance Director; **Larry Jobeun**, who testified on behalf of the Nebraska Realtors Association, National Utility Contractors and the Associated General Contractors. A few other developers also testified in opposition to the bill.

Brian Newton explained that new subdivisions within SIDs are critically important to address Fremont’s housing issues since the city has grown so rapidly; 50 percent of employees working in Fremont live in Omaha due to inadequate affordable housing within Fremont. Mark Stursma underscored the importance of SIDs for residential and commercial development. [Click here](#) for Mark’s testimony. Steve Curtiss corrected misconceptions about SIDs emphasizing that the financial risk stays with the SID until annexation and taxpayers in cities do not end up with SID debt since Omaha does not annex an SID until it is “revenue neutral.”

There was a letter of support from Dr. Erin Feichtinger. There were letters of opposition from Omaha Mayor **Jean Stothert**, the **Omaha Chamber of Commerce**, and **Herb Friedman**, a Lincoln lawyer and developer.

LB 502: League opposes bill to allow sales tax exemptions upon ‘attainment’ under the Nebraska Advantage Act, without the transparency provisions of the ImagiNE Nebraska Act

The Revenue Committee held a hearing on **LB 502** on Feb. 18. Norfolk Sen. **Mike Flood** introduced LB 502 on behalf of Facebook to provide eligible Nebraska Advantage Act companies with a sales tax EXEMPTION, instead of a REFUND as is currently allowed, following their “attainment” of threshold requirements and qualification of the taxpayer’s project. Within 60 days of the bill’s effective date, current Nebraska Advantage Act companies could elect to be issued a direct pay permit, allowing them a sales tax exemption once the company is at or above required levels of employ-

ment and investment. Until that threshold is reached, the company would continue to pay required sales and use tax.

In essence, LB 502 would give these Nebraska Advantage Act companies a sales tax exemption upon “attainment,” similar to the sales tax exemption allowed by the ImagiNE Nebraska Act passed last year. However, the sales tax exemption authorized by the ImagiNE Nebraska Act requires numerous transparency provisions relating to local option sales tax; the sales tax exemption

Continued on page 8

LB 502: League opposes bill to allow sales tax exemptions upon ‘attainment’ under the Nebraska Advantage Act, without the transparency provisions of the ImagiNE Nebraska Act

Continued from page 7

proposed by LB 502 (as originally introduced) has no transparency provisions for municipalities with a local option sales tax.

A **League representative; Joe Kohout**, representing the United Cities of Sarpy County; and **Jack Cheloha**, City of Omaha Lobbyist; testified in opposition to LB 502 as originally introduced, stating they look forward to working with Sen. Flood and representatives of Facebook to draft an amendment requiring the same transparency as municipalities now have pursuant to the ImagiNE Nebraska Act. The League’s support of the ImagiNE Nebraska Act in the 2019 and 2020 legislative sessions was contingent upon the transparency

provisions relating to local option sales tax.

Thanks to the following municipal officials and individuals who continue working with the League to develop such an amendment to LB 502 to provide the needed transparency in the bill: La Vista **Mayor Doug Kindig; Joe Kohout** and **Brennen Miller**, Lobbyists for United Cities of Sarpy County; **Alan Thelen**, Papillion City Attorney; **Tim Sieh**, Lincoln Assistant City Attorney; **James Van Bruggen**, City of Lincoln Finance; **Eric Gerrard**, City of Lincoln Lobbyist; **Jennifer Taylor**, Omaha Assistant City Attorney; **Jack Cheloha; Dave Rippe**, NetChoice Trade Association; **Mary Jane Egr Edson**, Legal Counsel of the Revenue Committee; and **Dusty Vaughn**, Facebook.

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, FIRST SESSION

SCHEDULE OF COMMITTEE HEARINGS

The order of the bills listed may not be the order in which they are heard that day in committee.

All submitted, written testimony will be accepted between 8:30 a.m. and 9:30 a.m.
in the respective hearing room where the bill will be heard later that day.

To view the requirements for submitted, written testimony, visit:
<http://nebraskalegislature.gov/committees/public-input.php>

Tuesday, February 23, 2021

Appropriations
Room 1507 - 1:30 p.m.

Agency 32	Educational Lands and Funds, Board of
Agency 34	Library Commission, Nebraska
Agency 47	Educational Telecommunications Commission, Nebraska

Banking, Commerce and Insurance
Room 1507 - 9:30 a.m.

LB648	Flood	Adopt the Transactions in Digital Assets Act
LB649	Flood	Adopt the Nebraska Financial Innovation Act
LB654	Wayne	Adopt the Public Entities Investment Trust Act

Education
Room 1525 - 9:30 a.m.

LB5	Blood	Adopt the Purple Star Schools Act
LB669	Vargas	Adopt the Veteran Promise Act
LB281	Albrecht	Require child sexual abuse prevention instructional programs for school students and staff

Education
Room 1525 - 1:30 p.m.

LB550	Wayne	Change enrollment option limits and provisions for part-time enrollment in schools
LB651	Wayne	Provide a termination date for the enrollment option program
LB396	Brandt	Adopt the Nebraska Farm-to-School Program Act

Nebraska Retirement Systems
Room 1507 - 4:00 p.m.

LB144	Kolterman	Define terms under the Class V School Employees Retirement Act
LB145	Kolterman	Provide for and change audit, reporting, and billing practices under the Class V School Employees Retirement Act
LB146	Kolterman	Define and redefine terms relating to school retirement provisions
LB147	Kolterman	Change provisions relating to retirement systems for Class V school districts
LB582	Nebraska Retirement Systems	Change administration of the retirement system under the Class V School Employees Retirement Act

Tuesday, February 23, 2021 (cont.)

**Transportation and Telecommunications
Room 1113 - 9:30 a.m.**

LB522	Friesen	Change a motor vehicle identification inspection training provision under the Motor Vehicle Certificate of Title Act
LB633	Vargas	Change provisions of the Motor Vehicle Industry Regulation Act
LB504	Cavanaugh, J.	Change certain penalty provisions for the suspension, revocation, or impoundment of a motor vehicle operator's license

**Transportation and Telecommunications
Room 1113 - 1:30 p.m.**

LB317	Cavanaugh, J.	Provide for Nebraska History license plates
LB166	Geist	Provide for Josh the Otter-Be Safe Around Water Plates and provide powers and duties for the Game and Parks Commission
LB215	Hughes	Change 911 service surcharge provisions

**Urban Affairs
Room 1510 - 9:30 a.m.**

LB647	Flood	Change powers of cities of the first class
LB446	Hansen, M.	Adopt the Nebraska Housing Index and Financing Investment System Act
LB131	Hunt	Change provisions relating to the enactment of ordinances

**Urban Affairs
Room 1510 - 1:30 p.m.**

LB555	Hansen, M.	Change reporting requirements under the Municipal Density and Missing Middle Housing Act
LB556	Hansen, M.	Change provisions relating to redevelopment contracts under the Community Development Law
LB653	Wayne	Require goals for using historically underutilized businesses under the Community Development Law

Wednesday, February 24, 2021

**Appropriations
Room 1525 - 9:30 a.m.**

Agency 28		Veterans' Affairs, Department of Health and Human Services
Agency 25		Note: (Division of Development Disabilities, Children and Family Services, Behavioral Health)

**Appropriations
Room 1525 - 1:30 p.m.**

LB464	Bostar	State intent regarding behavioral health aid funding
LB465	Bostar	Change provisions relating to the Behavioral Health Services Fund
LB493	Cavanaugh, M.	Appropriate funds to the Department of Health and Human Services
LB225	Hilkemann	Appropriate funds to the Department of Health and Human Services

Wednesday, February 24, 2021 (cont.)

**Executive Board
Room 1525 - 12:00 p.m.**

LB605	Wishart	Create the Outdoor Recreation and Education Study Committee of the Legislature
LB123	Cavanaugh, M.	Change meeting requirements for the Legislative Council
LB247	Pansing Brooks	Create the Mental Health Crisis Hotline Task Force

**Government, Military and Veterans Affairs
Room 1507 - 9:30 a.m.**

LB158	Wayne	Provide for restoration of voting rights upon completion of a felony sentence or probation for a felony
LR10CA	Cavanaugh, M.	Constitutional amendment to remove felony convictions other than treason from being a disqualification for voting

**Government, Military and Veterans Affairs
Room 1507 - 1:30 p.m.**

LB188	Halloran	Adopt the Second Amendment Preservation Act
LB236	Brewer	Permit counties to authorize carrying concealed weapons as prescribed

**Health and Human Services
Room 1510 - 9:30 a.m.**

Appointment		Crotty, Russell - State Board of Health
Appointment		Tesmer, Timothy A. - State Board of Health
Appointment		Kotopka, Michael - State Board of Health
Appointment		Patefield, Mark R. - State Board of Health
Appointment		Vehle, Dan - State Board of Health
Appointment		Synhorst, Robert (Bud) - State Board of Health
Appointment		Sevier, Joshua Dale - Commission for the Deaf and Hard of Hearing

**Health and Human Services
Room 1510 - 1:30 p.m.**

LB392	Stinner	Adopt the Prescribing Psychologist Practice Act
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**Judiciary
Room 1113 - 9:30 a.m.**

LB186	Hilkemann	Change provisions relating to the offense of criminal child enticement
LB206	McDonnell	Change provisions and penalties relating to arson, trespass, and graffiti
LB315	Cavanaugh, J.	Change penalties for assault by strangulation or suffocation and domestic assault
LB661	McDonnell	Prohibit assault on a public transportation driver and clarify provisions relating to assault on officers, emergency responders, certain employees, and health care professionals

Wednesday, February 24, 2021 (cont.)

**Judiciary
Room 1113 - 1:30 p.m.**

LB104	Friesen	Allow aggregation of pecuniary losses for criminal mischief offenses
LB111	Albrecht	Change provisions relating to various offenses involving public safety
LB187	Cavanaugh, M.	Change definition of sexual penetration for purposes of sexual offenses
LB229	Hunt	Provide for enhanced penalties and a civil action for crimes committed because of a victim's gender identity or association with a person of a certain gender identity
LB319	Cavanaugh, J.	Change penalties for theft offenses
LB360	Pansing Brooks	Define and redefine terms relating to sexual assault offenses

**Revenue
Room 1524 - 9:30 a.m.**

LB115	McCollister	Impose sales tax on candy and soft drinks and provide for distribution of proceeds
LB457	McCollister	Change provisions relating to deductions for certain sales and use tax refunds

**Revenue
Room 1524 - 1:30 p.m.**

LB26	Wayne	Provide a sales tax exemption for residential water service
LB595	Albrecht	Provide a sales tax exemption for certain products used in the process of manufacturing ethyl alcohol
LB672	Murman	Change the sales and use tax exemption on agricultural machinery and equipment

Thursday, February 25, 2021

**Appropriations
Room 1525 - 9:30 a.m.**

Agency 25		Health and Human Services Note: (Operations, Medicaid and Long Term Care, Public Health)
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**Appropriations
Room 1525 - 1:30 p.m.**

LB426	Health and Human Services	Require the Department of Health and Human Services to conduct a cost analysis for capital improvement and structural changes at the Youth Rehabilitation and Treatment Center-Kearney and submit a report
LB185	Brewer	Appropriate funds to the Department of Health and Human Services for public health aid
LB585	Vargas	Appropriate funds for local public health departments
LB662	McDonnell	State intent regarding appropriations to the Department of Health and Human Services
LB421	Stinner	State intent regarding appropriations for qualified educational debt under the Rural Health Systems and Professional Incentive Act
LB340	Stinner	Create the medicaid nursing facilities program
LB462	Dorn	Appropriate funds to the Department of Health and Human Services

Thursday, February 25, 2021 (cont.)

**Executive Board
Room 1525 - 12:00 p.m.**

LB212	Cavanaugh, M.	Prohibit charging members of the Legislature fees for public record requests
LR25	Health and Human Services	Provide for appointment by the Executive Board of a special committee of the Legislature to be known as the Youth Rehabilitation and Treatment Center Special Oversight Committee of the Legislature
LR28	Hilkemann	Rescind all resolutions previously passed by the Nebraska Legislature petitioning Congress to call a federal constitutional convention

**Government, Military and Veterans Affairs
Room 1507 - 9:30 a.m.**

LB557	Hansen, M.	Change provisions relating to public records and include body-worn camera recordings in certain circumstances
LB443	Hansen, M.	Exempt local foster care review boards from the Open Meetings Act

**Government, Military and Veterans Affairs
Room 1507 - 1:30 p.m.**

LB257	Hansen, M.	Change provisions relating to vacancies on public power and irrigation district boards
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**Health and Human Services
Room 1510 - 9:30 a.m.**

Appointment		Schutt, Diane - Commission for the Deaf and Hard of Hearing
Appointment		Hansen, David J. - Nebraska Child Abuse Prevention Fund Board

**Judiciary
Room 1113 - 9:30 a.m.**

LB543	Brandt	Adopt the Agricultural Equipment Right-To-Repair Act
LB603	Aguilar	Adopt the Organized Consumer Product Theft Protection Act
LB621	Friesen	Adopt the Social Media Fairness Act

**Judiciary
Room 1113 - 1:30 p.m.**

LB102	Dorn	Provide for transfer of duties of clerks of the district court to clerk magistrates
LB316	Cavanaugh, J.	Change provisions relating to limitations for a postconviction relief action
LB355	Lathrop	Change provisions relating to county judges, clerk magistrates, and civil procedure
LB386	Lathrop	Change judges' salaries
LB548	Wayne	Adopt the Nebraska Racial Justice Act and provide grounds for postconviction relief

**Revenue
Room 1524 - 9:30 a.m.**

LB64	Lindstrom	Change provisions relating to the taxation of social security benefits
LB237	Brewer	Change provisions relating to the taxation of benefits received under the federal Social Security Act
LB410	Linehan	Change provisions relating to itemized deductions

Thursday, February 25, 2021 (cont.)

**Revenue
Room 1524 - 1:30 p.m.**

LB299	McDonnell	Adopt the Firefighter Cancer Benefits Act and provide an income tax exemption for such benefits
LB347	Lindstrom	Change provisions relating to an income tax deduction for dividends received from certain corporations
LB625	Vargas	Impose a surtax on certain taxable income and use the tax proceeds for early childhood education
LB680	Linehan	Change the corporate income tax rate

Friday, February 26, 2021

**Appropriations
Room 1525 - 9:30 a.m.**

Agency 29		Natural Resources, Department of
Agency 52		State Fair Board
Agency 84		Environmental Quality, Department of
Agency 33		Game and Parks Commission
LB449	Wishart	Appropriate funds to the Department of Environment and Energy
LB469	Erdman	State intent regarding appropriations for the Game and Parks Commission

**Appropriations
Room 1525 - 1:30 p.m.**

Agency 54		Historical Society, Nebraska State
Agency 72		Economic Development, Department of
Agency 91		Nebraska Tourism Commission
LB27	Wayne	Provide for appropriations to the Nebraska State Historical Society
LB279	Bostar	Authorize certain activities that are eligible for assistance from the Affordable Housing Trust Fund
LB391	Bostar	Transfer funds to the Customized Job Training Cash Fund
LB42	Dorn	Provide for transfers to the Hall of Fame Trust Fund
LB208	McDonnell	State intent related to funding for development districts
LB566	McDonnell	Adopt the Shovel-Ready Capital Recovery and Investment Act
LB526	Wishart	Change limitations on awards and state intent regarding appropriations under the Business Innovation Act

**Government, Military and Veterans Affairs
Room 1507 - 9:30 a.m.**

LB284	Cavanaugh, M.	Provide requirements regarding federal funds under the Governor's Emergency Program
LR27CA	Hansen, M.	Constitutional amendment to provide legislative authority in emergencies resulting from a pandemic

**Government, Military and Veterans Affairs
Room 1507 - 1:30 p.m.**

LB424	Brewer	Provide and change zoning requirements for wind energy generation projects
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Friday, February 26, 2021 (cont.)

Health and Human Services

Room 1510 - 9:30 a.m.

Appointment		Green, Anthony (Tony) R. - Division of Developmental Disabilities- Health and Human Services
Appointment		Bagley, Kevin - Division of Medicaid and Long Term Care- Department of Health and Human Services

Judiciary

Room 1113 - 9:30 a.m.

LB167	Geist	Protect religious freedoms as prescribed and provide for certain tort claims
LB282	Albrecht	Change provisions relating to obscenity
LB517	Hunt	Provide for a gender neutral designation on operator's licenses and state identification cards and provide for amendment of a birth certificate

Judiciary

Room 1113 - 1:30 p.m.

LB120	Hunt	Prohibit discrimination based upon sexual orientation and gender identity
LB230	Hunt	Prohibit discrimination in public accommodations and under the Nebraska Fair Housing Act on the basis of sexual orientation or gender identity
LB231	Hunt	Prohibit conversion therapy
LB321	Cavanaugh, J.	Prohibit defendant's discovery of victim's actual or perceived gender or sexual orientation as a defense to a crime

Revenue

Room 1524 - 9:30 a.m.

LB18	Kolterman	Change provisions relating to equivalent employees and qualified locations under the ImagiNE Nebraska Act
LB84	Bostelman	Redefine terms relating to tax incentive performance audits and the ImagiNE Nebraska Act

Revenue

Room 1524 - 1:30 p.m.

LB134	Brandt	Require the posting and reporting of tax incentive information under the Taxpayer Transparency Act
LB523	Albrecht	Change provisions relating to certain school taxes and special funds

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, FIRST SESSION

TENTATIVE SCHEDULE OF COMMITTEE HEARINGS

The order of the bills listed may not be the order in which they are heard that day in committee.

Monday, March 1, 2021

Banking, Commerce and Insurance

Room 1507 - 1:30 p.m.

LB20	Blood	Provide for insurance coverage of and medicaid access to prescribed contraceptives
LB30	Wayne	Limit the amount an insured pays for prescription insulin drugs

Business and Labor

Room 1524 - 9:30 a.m.

LB172	Hansen, M.	Change provisions relating to benefit payments under the Employment Security Law
LB207	McDonnell	Change provisions relating to the date when compensation begins under the Nebraska Workers' Compensation Act
LB441	Hansen, M.	Change provisions relating to compensation for individuals affected by COVID-19 under the Nebraska Workers' Compensation Act
LB480	McKinney	Change the minimum wage as prescribed

Business and Labor

Room 1524 - 1:30 p.m.

LB512	Brewer	Adopt the Critical Infrastructure Utility Worker Protection Act
LB594	Slama	Adopt the Rural Workforce Crisis Act
LB632	Bostar	Provide for a low-income student or first-generation college student internship program
LB667	Halloran	Provide for confidentiality of and access to certain injury reports under the Nebraska Workers' Compensation Act
LB241	Vargas	Adopt the Meatpacking Employees COVID-19 Protection Act

Education

Room 1525 - 9:30 a.m.

LR21CA	Briese	Constitutional amendment to require the State of Nebraska to pay all classroom expenses related to the operation of public elementary and secondary schools
LB378	DeBoer	Require the Commissioner of Education to report data as prescribed
LB640	Day	Change provisions related to early childhood education in the Tax Equity and Educational Opportunities Support Act

Education

Room 1525 - 1:30 p.m.

LB630	Bostar	Provide for a study of the efficacy of commercial air filters in classrooms
LB565	McDonnell	Provide for a youth initiated mentoring pilot program
LB200	Vargas	Provide a high school graduation requirement relating to federal student aid
LB639	Day	Adopt the Seizure Safe Schools Act

Monday, March 1, 2021 (cont.)

**Executive Board
Room 1524 - 12:00 p.m.**

LB393	Hughes	Eliminate the Next Generation Business Growth Act
LB657	Vargas	Require the office of Legislative Research to prepare racial impact statements for legislative bills

**Transportation and Telecommunications
Room 1113 - 9:30 a.m.**

LB486	Day	Require train crews of at least two individuals
LB539	Walz	Provide for a limit on the length of trains

**Transportation and Telecommunications
Room 1113 - 1:30 p.m.**

LB575	Bostar	Adopt the Midwest Interstate Passenger Rail Compact
LB12	Blood	Require a commuter rail service study by the Department of Transportation

Tuesday, March 2, 2021

**Banking, Commerce and Insurance
Room 1507 - 1:30 p.m.**

LB270	Morfeld	Adopt the Pharmacy Benefit Manager Regulation Act and require an audit under the Medical Assistance Act
LB375	Kolterman	Adopt the Pharmacy Benefit Manager Regulation and Transparency Act

**Education
Room 1525 - 1:30 p.m.**

LB62	Kolterman	Create the Access College Early Scholarship Cash Fund and change provisions relating to the Nebraska Education Improvement Fund, Nebraska Opportunity Grant Fund, and Community College Gap Assistance Program Fund
LB36	Erdman	Require display of the national motto in schools
LB87	Morfeld	Provide for mental health first aid training for school districts and change provisions relating to the use of lottery funds

**Nebraska Retirement Systems
Room 1525 - 12:00 p.m.**

LB478	Blood	Adopt the Cities of the First Class Firefighters Cash Balance Retirement Act
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**Urban Affairs
Room 1510 - 1:30 p.m.**

LB423	Lathrop	Require registration of home inspectors
LB549	Wayne	Adopt the Aid to Municipalities Act
LB219	Wayne	Change legislative declarations and findings relating to traffic congestion in municipal areas

Wednesday, March 3, 2021

**Judiciary
Room 1113 - 9:30 a.m.**

LB13	Blood	Prohibit possession of a deadly weapon by the subject of a foreign protection order
LB85	Bostelman	Require Nebraska State Patrol to provide notice of expiration of concealed handgun permits
LB244	Clements	Change permit renewal provisions of the Concealed Handgun Permit Act

**Judiciary
Room 1113 - 1:30 p.m.**

LB116	McCollister	Change provisions relating to handgun transfer certificates and require suicide prevention training and informational materials
LB173	Hansen, B.	Change provisions relating to carrying a concealed weapon
LB300	Slama	Change provisions relating to justification for the use of force
LB404	Lowe	Change permit and renewal time periods under the Concealed Handgun Permit Act
LB417	Halloran	Authorize possession of a firearm on school grounds by a full-time, off-duty law enforcement officer

**Nebraska Retirement Systems
Room 1525 - 12:00 p.m.**

LB184	Brewer	Provide for an insurance premium deduction from the retirement annuity of certain Nebraska State Patrol employees
LB209	McDonnell	Change provisions relating to treatment of deferred compensation by certain political subdivisions, state agencies, and the Public Employees Retirement Board

**Revenue
Room 1524 - 9:30 a.m.**

LB180	Linehan	Change provisions relating to certain public statements of the Tax Commissioner and certain estimates of General Fund net receipts
LB431	Revenue	Change taxation provisions relating to improvements on leased lands, the assessment of undervalued and overvalued property, methods for giving notice, and the collection of certain taxes and fees
LB542	Walz	Authorize the issuance of highway bonds under the Nebraska Highway Bond Act

**Revenue
Room 1524 - 1:30 p.m.**

LB434	Revenue	Change provisions relating to tax expenditure reports and certain joint hearings of legislative committees
LB459	Cavanaugh, M.	Change provisions relating to the cigarette tax and the Tobacco Products Tax Act and distribute tax proceeds as prescribed
LB655	Wayne	Change tax provisions relating to cigars, cheroots, and stogies

Thursday, March 4, 2021

Judiciary

Room 1113 - 9:30 a.m.

LB49	Hansen, M.	Change penalty for use of tobacco or nicotine products by a person under twenty-one years of age
LB58	Pahls	Change requirements for service by publication for delinquent liens arising from city or village special assessments
LB95	DeBoer	Change provisions relating to garnishment
LB331	Wayne	Prohibit contractual criminal enforcement of certain offenses related to animals
LB540	Walz	Change terminology related to disability in civil rights provisions

Judiciary

Room 1113 - 1:30 p.m.

LB157	Wayne	Change provisions relating to grand juries in cases of death during apprehension or custody
LB204	Slama	Change provisions of the Sex Offender Registration Act
LB496	Hilkemann	Require collection of DNA samples for persons arrested for crimes of violence
LB636	Cavanaugh, J.	Eliminate cash bail bonds, appearance bonds, and related provisions
LB458	McCollister	Change provisions of the Sex Offender Registration Act

Revenue

Room 1524 - 9:30 a.m.

LB564	McDonnell	Redefine a term relating to the Nebraska educational savings plan trust
LB681	Linehan	Include elementary and secondary schools in the Nebraska educational savings plan trust and change tax benefits
LB599	Lindstrom	Change an exemption from the documentary stamp tax

Revenue

Room 1524 - 1:30 p.m.

LB329	Wayne	Change provisions relating to taxes imposed on the average wholesale price of gasoline
LB430	Revenue	Change tax provisions relating to net book value
LB432	Revenue	Change income tax rates
LB433	Revenue	Change the sales and use tax rate
LB676	Linehan	Redefine a term relating to cigarette taxes
LB679	Linehan	Require the Tax Commissioner to collect lodging taxes as prescribed

Wednesday, March 10, 2021

**Judiciary
Room 1113 - 1:30 p.m.**

LB474	Wishart	Adopt the Medicinal Cannabis Act
LB31	Wayne	Authorize punitive damages as prescribed and provide for distribution
LB397	Bostelman	Prohibit certain causes of action by motorists without liability insurance or convicted of DUI offenses, require the Department of Motor Vehicles to establish and maintain an online verification system for accessing certain private passenger motor vehicle insurance information, and authorize a disclosure of certain motor vehicle records
LB634	Cavanaugh, J.	Provide a cause of action for unsafe disposal of treated seed

Thursday, March 11, 2021

**Judiciary
Room 1113 - 1:30 p.m.**

LB199	Vargas	Adopt the Face Surveillance Privacy Act
LB227	Morfeld	Adopt the Doxing Prevention Act and change and provide penalties and a civil action for false reporting
LB370	Sanders	Adopt the Personal Privacy Protection Act

Friday, March 12, 2021

**Judiciary
Room 1113 - 9:30 a.m.**

LB276	Hunt	Eliminate a requirement that the physician be physically present in the same room when an abortion is performed
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AIRPORT AUTHORITY MEETING

February 11, 2021 at 8:15 AM

Crete Library Community Room, 1515 Forest Ave

MINUTES

OPEN MEETING

Airport Authority Chair Blaine Spanjer called the meeting to order at 8:33am.

ROLL CALL

PRESENT

Blaine Spanjer
Kirk Keller
Zoraida Ramos

ABSENT

Dan Papik
Howard Nitzel

PETITIONS – COMMUNICATIONS – CITIZEN CONCERNS

ITEMS OF BUSINESS

1. AIP Project 3-31-0022-014 Progress Estimate/Invoice
Motion to approve the AIP Project 3-31-0022-014 Progress Estimate/Invoice made by Keller, Seconded by Ramos.

Voting Yea: Spanjer, Keller, Ramos
2. Discussion regarding Hangar #3 - removal of Crete skydiving, new lease rate, leasing as a corporate hangar, etc.
Crete Skydiving is over \$6K past due. There are several parties interested in leasing the unit. Shaun is to get some comparison rates.
3. Discuss End-Unit lease insurance terms.
Motion to amend the End Unit lease agreement reducing the insurance terms to \$300K minimum insurance, lessee must submit a copy of the policy, and remove the requirement of additional insured made by Ramos, Seconded by Keller.

Voting Yea: Spanjer, Keller, Ramos

Blaine Spanjer will discuss these changes with the City Attorney.

4. Discuss past due lease payments.
Members discussed the status of lease payments and occupancies. No action taken.
5. Airport Authority Annual Audit FY Ending July 31, 2020.
Motion to accept the Airport Authority Annual Audit FY Ending July 31, 2020 made by Ramos, Seconded by Keller.

Voting Yea: Spanjer, Keller, Ramos

OFFICERS' REPORTS

6. Airport Manager Report
Shaun reported on the continuing issue with frozen pipes in the Air Methods unit.
7. Authority Chair and Member Reports

CONSENT AGENDA

Motion to approve the Consent Agenda items, with the addition of the NAPA invoice of \$45.98 made by Ramos, Seconded by Keller.

Voting Yea: Spanjer, Keller, Ramos

8. Airport Authority meeting minutes of January 14, 2021.
9. City Treasurer's Report
10. Payment of Claims Against the Airport Authority

ADJOURNMENT

The meeting was adjourned at 9:10am.

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

106th Legislature, Second Session

Feb. 26, 2021 - Bulletin 9



ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 557:** League opposes some changes proposed to public records law
- **LB 26:** League opposes sales tax exemption on water services
- **LB 178:** League supports water system funding bill
- **LB 299:** League testified in opposition to the Firefighter Cancer Benefits Act for paid and volunteer firefighters
- **LB 51:** League opposes bill almost doubling continuing ed training hours for law enforcement officers and mandating additional requirements for certification; the League is trying to negotiate acceptable amendments, if possible
- **LB 408:** Revenue Committee advanced bill to General File on Feb. 26. LB 408 would limit the annual increase in property taxes, excluding approved bonds, for all political subdivisions to three percent. The voters of the political subdivision could override the limit with a majority vote at an election. The limit would not apply to real growth value. The League will prepare talking points for you to include in a letter of opposition to send to your State Senator(s).

Check the Legislature's web site for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

LB 557: League opposes some changes proposed to public records law

LB 557, introduced by **Sen. Matt Hansen** of Lincoln, makes several changes to the public records statutes. First, it makes a distinction between residents and nonresidents and provides that nonresidents may be charged for all staff time, including attorney's fees, for fulfilling public records requests. For residents, including news media, the cost of producing copies of public records cannot include the first eight cumulative hours of staff time. The current law is four hours of cumulative staff time.

Second, LB 557 requires that all estimates of expected costs to fulfill a records request be attested to under oath by the custodian of the public records. Finally, the bill provides that recordings created by body-worn cameras that record circumstances in which a person dies while being apprehended, or in the custody of, law enforcement cannot be withheld from the public by the custodian of the record.

Sen. Hansen opened on the bill and stated his intent was to make records more accessible and to take a deliberate step to have custodians of records make a more accurate estimate of the cost of public records requests. Sen. Hansen stated that he has heard of public records requests that often reach thousands of dollars in costs to the requester. The ACLU of Nebraska testified in support of the bill and indicated a willingness to compromise on the issue of eight cumulative hours of free staff time for public records requests of residents.

There were several opponents to the bill in addition to the **League**, including the **Consumer Data Industry Association**, **Nebraska Power Association (NPA)**, **Nebraska Association of County Officials (NACO)**, **Omaha Police Department** and the **Nebraska Attorney General's office**. Each group raised different concerns about the bill. The League, NPA and NACO

2021 LEGISLATIVE SESSION



expressed greatest concern about the increase from four to eight cumulative hours of free staff time to fulfill a public records request for residents. The Omaha Police Department and the Attorney General's office expressed concern about the body-worn camera data provisions, including the burden of police departments to store the data and the issue of providing a limited view of the available evidence to the public and news media prior to a grand jury hearing or court proceeding.

LB 557 remains in the Government, Military and Veterans Affairs Committee. The League will continue to update you on LB 557 in future *Legislative Bulletins*.

LB 26: League opposes sales tax exemption on water services

On Feb. 24, the Revenue Committee heard testimony on **LB 26**, introduced by **Sen. Justin Wayne** of Omaha. LB 26 would prohibit sales and use taxes for residential water consumption. Currently, cities and villages with a local option sales tax would lose revenue from the repeal of

this sales tax. The bill was opposed by **Jack Cheloha**, Deputy City Attorney/City Lobbyist for the City of Omaha, and a **League representative**. Testifiers acknowledged that there are policy concerns with taxing drinking water and not bottled water. However, current revenues are imbedded in the current tax-

tion system and removing these revenues would create a budget deficit. Opponents indicated that a better method of dealing with the policy concerns would be to adopt LB 178, introduced by Omaha Sen. Brett Lindstrom.

LB 178: League supports water system funding bill

On Feb. 19, the Revenue Committee heard testimony on **LB 178**, introduced by **Sen. Brett Lindstrom** of Omaha. LB 178 would adopt the Infrastructure Improvement and Replacement Assistance Act and provides for a partial phased-in turnback of STATE sales tax revenue from sewer and potable water fees to each utility or political subdivision to assist in paying for future infrastructure improvements.

Turnback funds could be used for:

- Infrastructure improvements relating to constructing, upgrading, redeveloping or replacing sewer and water infrastructure facilities;
- Paying for the redevelopment and replacement of obsolete water or sewer facilities; and
- Repaying bonds issued and pledged for such work.

The municipality receiving turnback funds under this section would need to include in its budget statement the amount of turnback funds received and the percentage by which its sewer and water rates would have increased if not for the receipt of such turnback funds.

According to the Legislature's Fiscal Office, LB 178 would generate around \$9 million in FY 21/22 to be turned back for infrastructure improvement and could rise to \$23 million in FY 24/25.

LB 178 was supported by **Jim Theiler**, Assistant Director of Environmental Services for the City of Omaha, **Donna Garden**, Assistant Director of Public Works and Utilities for the City of Lincoln, **Rick Kubat**, Government Relations Attorney for the Metropolitan



Sen. Brett Lindstrom

Utilities District, and a **League representative**. There also were letters of support from **Plattsmouth, Grand Island, South Sioux City, Waverly, Blair** and some water advocacy groups.

How a bill becomes a law

1. Bill introduced by Senator
2. Clerk assigns number to bill
3. Bill referred to committee
4. Committee has public hearing
5. Committee votes to:
 - Hold
 - Kill
 - Advance to General File
6. General File
7. Select File
8. Final Reading
9. Bill sent to Governor
 - Bill becomes law without Governor's signature
 - Signed by Governor
 - Vetoed by Governor
10. Veto Override
11. Bill becomes state law

LB 51: League opposes bill almost doubling continuing ed training hours for law enforcement officers and mandating additional requirements for certification; the League is trying to negotiate acceptable amendments, if possible

As reported in *League Legislative Bulletin #6*, the Judiciary Committee on Feb. 3 held a joint hearing on **LB 51**, introduced by Ralston **Sen. Steve Lathrop**, Chair of the Judiciary Committee, and on **LB 472**, introduced by Bennington **Sen. Wendy DeBoer**.

Although LB 51 has important provisions and addresses several legitimate concerns, the **League testified in strong opposition to the bill, primarily since it would almost double the number of continuing education training hours for law enforcement officers (from 22 hours to 42 hours) and mandate additional requirements for certification. Thanks to Sen. Lathrop** for meeting with the League to try to negotiate acceptable amendments, if possible, to help smaller municipalities transition into the additional training requirements and other provisions of the bill. **A special thanks to several police chiefs and city managers/administrators** who are providing invaluable perspectives and information to League staff to develop satisfactory amendments, if possible.

[Click here](#) for LB 51. **Please talk to your State Senator(s) about the proposed mandates in LB 51 and let the League know how your Senator responds to your concerns.**

BACKGROUND:

In his opening remarks on Feb. 3, Sen. Lathrop stated the Judiciary Committee held two full days of hearings after the death of George Floyd; over 185 people testified before the committee and outlined their concerns challenging law enforcement actions and procedures used during the “Black Lives Matter” protests in Lincoln and Omaha. In addition, Sen. Lathrop noted the committee held an interim study hearing in October 2020 to hear testimony from law enforcement officials, mayors, protestors and others; Sen. Lathrop and other Senators on the committee asked questions about training requirements for law enforcement officers and concluded that it was important to require additional

2021 LEGISLATIVE SESSION



training. LB 51 is the result of the “structured” testimony by the FOP at the October 2020 hearing before the Judiciary Committee.

The Statement of Intent provides as follows: “*LB 51 seeks to improve standards of policing statewide, especially regarding the use of force, thereby improving public safety and the effectiveness of law enforcement. It does this by increasing standards relating to the certification of law enforcement officers, streamlining the certification process, requiring psychological evaluation for certification, requiring training in de-escalation techniques, requiring accreditation of law enforcement agencies, prohibiting chokeholds, and requiring law enforcement agencies to adopt policies relating to the use of excessive force and the duty to intervene. Furthermore, this bill requires all officers acting in the field to be certified, doing away with reserve force and conditional employment status. It also makes it easier to address officer misconduct by clarifying the definition of serious misconduct.*”

The following individuals and organizations testified in SUPPORT of LB 51: Papillion Police Chief Bob Lausten, who also represented the **United Cities of Sarpy County**; Jim Maguire, President of the **Fraternal Order of Police**; Wahoo Police Chief Bruce Ferrell, who also represented the **Police Chiefs Association of Nebraska (PCAN)**; Aaron Hanson, **Omaha Police Officers Association**; Omaha Police Captain Steve Cerveney; and Spike Eickholt, **ACLU**.

Continued on page 5

LB 299: League testified in opposition to the Firefighter Cancer Benefits Act for paid and volunteer firefighters

On Feb. 25, the Revenue Committee held a hearing on **LB 299**, introduced by **Sen. Mike McDonnell** of Omaha. LB 299 proposes to create the Firefighter Cancer Benefits Act. Firefighters, both paid and volunteer, would be eligible for cancer insurance benefits if the following criteria are met: 1. Pass a physical examination which fails to reveal any evidence of cancer, and 2. Serve at least twelve consecutive months as a firefighter at any station within the State of Nebraska.

The benefits would be provided and maintained by the fire department of a municipality, rural or suburban fire protection district, airport authority, city, village, or nonprofit corporation of which such firefighter serves. Firefighters would be eligible for these funds for 60 months following cessation of firefighting duties.

Benefits would include: 1. Diagnosis of severe cancer as defined in the bill (\$25,000); 2. Diagnosis of less severe cancer as defined in the bill (\$6,250); 3. Total disability monthly benefits for a maximum of

thirty-six months (\$1,500 per month); and 4. Death benefit payable to beneficiaries of firefighter or estate of firefighter if no beneficiary is named (\$50,000).

Funds received by a firefighter as insurance payments for cancer benefits would not be subject to Nebraska income tax.

A **League representative** was the only opponent to this bill. A number of firefighters testified in strong support of the bill describing their personal experiences with cancer.

2021
LEGISLATIVE
SESSION



LB 51: League opposes bill almost doubling continuing ed training hours for law enforcement officers

Continued from page 4

Brian Jackson, Lincoln's Acting Chief of Police, and Jason Stille, Acting Assistant Chief, submitted a letter stating a **NEUTRAL** position. [Click here](#) for their letter. **Thanks to Lincoln's Acting Chief of Police and Acting Assistant Chief for stating the following:** *"The vast majority of what's outlined in the bill has virtually no impact on the Lincoln Police Department; however, I can appreciate the hardships these changes may present to other agencies across the state. I urge your committee and fellow*

colleagues to listen to the challenges presented by those agencies most impacted by proposed mandates and attempt to find compromise to accomplish both increased professionalism and accountability while limiting unintended consequences, especially for our smaller communities."

A **League representative** testified with the following individuals and organizations in **OPPOSITION** to LB 51: **Saunders County Sheriff Kevin Stukenholtz**, also representing the **Nebraska Sheriffs Association**; and **Don Wesley, Greater Cities of Nebraska**.

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, FIRST SESSION

SCHEDULE OF COMMITTEE HEARINGS

The order of the bills listed may not be the order in which they are heard that day in committee.

All submitted, written testimony will be accepted between 8:30 a.m. and 9:30 a.m.
in the respective hearing room where the bill will be heard later that day.

To view the requirements for submitted, written testimony, visit:
<http://nebraskalegislature.gov/committees/public-input.php>

Monday, March 1, 2021

**Banking, Commerce and Insurance
Room 1507 - 1:30 p.m.**

LB20	Blood	Provide for insurance coverage of and medicaid access to prescribed contraceptives
LB30	Wayne	Limit the amount an insured pays for prescription insulin drugs

**Business and Labor
Room 1524 - 9:30 a.m.**

LB172	Hansen, M.	Change provisions relating to benefit payments under the Employment Security Law
LB207	McDonnell	Change provisions relating to the date when compensation begins under the Nebraska Workers' Compensation Act
LB441	Hansen, M.	Change provisions relating to compensation for individuals affected by COVID-19 under the Nebraska Workers' Compensation Act
LB480	McKinney	Change the minimum wage as prescribed

**Business and Labor
Room 1524 - 1:30 p.m.**

LB667	Halloran	Provide for confidentiality of and access to certain injury reports under the Nebraska Workers' Compensation Act
LB512	Brewer	Adopt the Critical Infrastructure Utility Worker Protection Act
LB594	Slama	Adopt the Rural Workforce Crisis Act
LB632	Bostar	Provide for a low-income student or first-generation college student internship program
LB241	Vargas	Adopt the Meatpacking Employees COVID-19 Protection Act

**Education
Room 1525 - 9:30 a.m.**

LR21CA	Briese	Constitutional amendment to require the State of Nebraska to pay all classroom expenses related to the operation of public elementary and secondary schools
LB378	DeBoer	Require the Commissioner of Education to report data as prescribed
LB640	Day	Change provisions related to early childhood education in the Tax Equity and Educational Opportunities Support Act

**Education
Room 1525 - 1:30 p.m.**

LB630	Bostar	Provide for a study of the efficacy of commercial air filters in classrooms
LB565	McDonnell	Provide for a youth initiated mentoring pilot program
LB200	Vargas	Provide a high school graduation requirement relating to federal student aid
LB639	Day	Adopt the Seizure Safe Schools Act

Monday, March 1, 2021 (cont.)

**Executive Board
Room 1525 - 12:00 p.m.**

LB393	Hughes	Eliminate the Next Generation Business Growth Act
LB657	Vargas	Require the office of Legislative Research to prepare racial impact statements for legislative bills

**Transportation and Telecommunications
Room 1113 - 9:30 a.m.**

LB486	Day	Require train crews of at least two individuals
LB539	Walz	Provide for a limit on the length of trains

**Transportation and Telecommunications
Room 1113 - 1:30 p.m.**

LB575	Bostar	Adopt the Midwest Interstate Passenger Rail Compact
LB12	Blood	Require a commuter rail service study by the Department of Transportation

Tuesday, March 2, 2021

**Agriculture
Room 1524 - 1:30 p.m.**

Appointment		Dinsdale, Tom S. - Nebraska State Fair Board
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**Banking, Commerce and Insurance
Room 1507 - 1:30 p.m.**

LB270	Morfeld	Adopt the Pharmacy Benefit Manager Regulation Act and require an audit under the Medical Assistance Act
LB375	Kolterman	Adopt the Pharmacy Benefit Manager Regulation and Transparency Act

**Education
Room 1525 - 1:30 p.m.**

LB62	Kolterman	Create the Access College Early Scholarship Cash Fund and change provisions relating to the Nebraska Education Improvement Fund, Nebraska Opportunity Grant Fund, and Community College Gap Assistance Program Fund
LB36	Erdman	Require display of the national motto in schools
LB87	Morfeld	Provide for mental health first aid training for school districts and change provisions relating to the use of lottery funds

**Nebraska Retirement Systems
Room 1525 - 12:00 p.m.**

LB478	Blood	Adopt the Cities of the First Class Firefighters Cash Balance Retirement Act
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Tuesday, March 2, 2021 (cont.)

**Urban Affairs
Room 1510 - 1:30 p.m.**

LB423	Lathrop	Require registration of home inspectors
LB549	Wayne	Adopt the Aid to Municipalities Act
LB219	Wayne	Change legislative declarations and findings relating to traffic congestion in municipal areas

Wednesday, March 3, 2021

**Government, Military and Veterans Affairs
Room 1507 - 9:30 a.m.**

LB442	Hansen, M.	Create the Commission on Asian American Affairs
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**Government, Military and Veterans Affairs
Room 1507 - 1:30 p.m.**

LB349	McKinney	Create El-Hajj Malik El-Shabazz, Malcolm X Day and establish a holiday
LB29	Wayne	Replace Arbor Day with Juneteenth as a state holiday
LB577	Bostar	Establish Election Day as a holiday and change provisions relating to early voting and automatic voter registration

**Health and Human Services
Room 1510 - 10:30 a.m.**

Appointment		Roop, Dennis - Stem Cell Research Advisory Committee
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**Health and Human Services
Room 1510 - 1:30 p.m.**

Appointment		Owens, David - Stem Cell Research Advisory Committee
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**Judiciary
Room 1113 - 9:30 a.m.**

LB13	Blood	Prohibit possession of a deadly weapon by the subject of a foreign protection order
LB85	Bostelman	Require Nebraska State Patrol to provide notice of expiration of concealed handgun permits
LB244	Clements	Change permit renewal provisions of the Concealed Handgun Permit Act

**Judiciary
Room 1113 - 1:30 p.m.**

LB116	McCullister	Change provisions relating to handgun transfer certificates and require suicide prevention training and informational materials
LB173	Hansen, B.	Change provisions relating to carrying a concealed weapon
LB300	Slama	Change provisions relating to justification for the use of force
LB404	Low	Change permit and renewal time periods under the Concealed Handgun Permit Act
LB417	Halloran	Authorize possession of a firearm on school grounds by a full-time, off-duty law enforcement officer

Wednesday, March 3, 2021 (cont.)

**Natural Resources
Room 1525 - 1:30 p.m.**

LR48	Bostelman	Recognize the need for the Legislature to understand the circumstances and practices surrounding the interruptions in electricity to residents in the state (Bostelman)
		Note: Invited Testimony Only

**Nebraska Retirement Systems
Room 1525 - 12:00 p.m.**

LB184	Brewer	Provide for an insurance premium deduction from the retirement annuity of certain Nebraska State Patrol employees
LB209	McDonnell	Change provisions relating to treatment of deferred compensation by certain political subdivisions, state agencies, and the Public Employees Retirement Board

**Revenue
Room 1524 - 9:30 a.m.**

LB180	Linehan	Change provisions relating to certain public statements of the Tax Commissioner and certain estimates of General Fund net receipts
LB431	Revenue	Change taxation provisions relating to improvements on leased lands, the assessment of undervalued and overvalued property, methods for giving notice, and the collection of certain taxes and fees
LB542	Walz	Authorize the issuance of highway bonds under the Nebraska Highway Bond Act

**Revenue
Room 1524 - 1:30 p.m.**

LB434	Revenue	Change provisions relating to tax expenditure reports and certain joint hearings of legislative committees
LB459	Cavanaugh, M.	Change provisions relating to the cigarette tax and the Tobacco Products Tax Act and distribute tax proceeds as prescribed
LB655	Wayne	Change tax provisions relating to cigars, cheroots, and stogies

Thursday, March 4, 2021

**Government, Military and Veterans Affairs
Room 1507 - 9:30 a.m.**

LB8	Blood	Change independent expenditure reporting requirements and require electioneering reporting
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**Government, Military and Veterans Affairs
Room 1507 - 1:30 p.m.**

LB489	Wayne	Require a financial stability and service capability analysis for certain state contracts
LB61	Kolterman	Provide formal protest procedures for certain state contracts for services

Thursday, March 4, 2021 (cont.)

Judiciary

Room 1113 - 9:30 a.m.

LB49	Hansen, M.	Change penalty for use of tobacco or nicotine products by a person under twenty-one years of age
LB58	Pahls	Change requirements for service by publication for delinquent liens arising from city or village special assessments
LB95	DeBoer	Change provisions relating to garnishment
LB331	Wayne	Prohibit contractual criminal enforcement of certain offenses related to animals
LB540	Walz	Change terminology related to disability in civil rights provisions

Judiciary

Room 1113 - 1:30 p.m.

LB157	Wayne	Change provisions relating to grand juries in cases of death during apprehension or custody
LB204	Slama	Change provisions of the Sex Offender Registration Act
LB496	Hilkemann	Require collection of DNA samples for persons arrested for crimes of violence
LB636	Cavanaugh, J.	Eliminate cash bail bonds, appearance bonds, and related provisions
LB458	McCollister	Change provisions of the Sex Offender Registration Act

Revenue

Room 1524 - 9:30 a.m.

LB564	McDonnell	Redefine a term relating to the Nebraska educational savings plan trust
LB681	Linehan	Include elementary and secondary schools in the Nebraska educational savings plan trust and change tax benefits
LB599	Lindstrom	Change an exemption from the documentary stamp tax

Revenue

Room 1524 - 1:30 p.m.

LB329	Wayne	Change provisions relating to taxes imposed on the average wholesale price of gasoline
LB430	Revenue	Change tax provisions relating to net book value
LB432	Revenue	Change income tax rates
LB433	Revenue	Change the sales and use tax rate
LB676	Linehan	Redefine a term relating to cigarette taxes
LB679	Linehan	Require the Tax Commissioner to collect lodging taxes as prescribed

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, FIRST SESSION

TENTATIVE SCHEDULE OF COMMITTEE HEARINGS

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Tuesday, March 9, 2021

**Health and Human Services
Room 1510 - 12:30 p.m.**

YRTC Five-Year Plan Briefing

Wednesday, March 10, 2021

**Judiciary
Room 1113 - 1:30 p.m.**

LB474	Wishart	Adopt the Medicinal Cannabis Act
LB31	Wayne	Authorize punitive damages as prescribed and provide for distribution
		Prohibit certain causes of action by motorists without liability
		insurance or convicted of DUI offenses, require the Department of
LB397	Bostelman	Motor Vehicles to establish and maintain an online verification system
		for accessing certain private passenger motor vehicle insurance
		information, and authorize a disclosure of certain motor vehicle
		records
LB634	Cavanaugh, J.	Provide a cause of action for unsafe disposal of treated seed

Thursday, March 11, 2021

**Judiciary
Room 1113 - 1:30 p.m.**

LB199	Vargas	Adopt the Face Surveillance Privacy Act
LB227	Morfeld	Adopt the Doxing Prevention Act and change and provide penalties
		and a civil action for false reporting
LB370	Sanders	Adopt the Personal Privacy Protection Act

Friday, March 12, 2021

**Judiciary
Room 1113 - 9:30 a.m.**

LB276	Hunt	Eliminate a requirement that the physician be physically present in the same room when an abortion is performed
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If auxiliary aids or reasonable accommodations are needed for attendance at a hearing, please call the Clerk of the
Legislature's Office at (402) 471-2271. Advance notice of ten business days is needed when requesting an interpreter.

CITY OF CRETE, NEBRASKA
PLANNING COMMISSION
SPECIAL MEETING MINUTES OF FEBRUARY 15, 2021

Notice of the meeting was given by posting and publishing in the Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the board members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The board may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

Planning Commission Chair Dave Hansen called the meeting to order at 7:00pm.

2. Roll Call

Sharon Scusa: Absent
Bud Clouse: Present
Anthony Fitzgerald: Present
Ryan Jindra: Present
Justin Kozisek: Present
Scott Kuncl: Present
Drew Rische: Present
Jennifer Robison: Present

Present: 7, Absent: 1.

3. Special Order of Business

3.A. Planning Commission Minutes

3.A.1. Planning Commission meeting minutes of December 28, 2020.

Approve the Planning Commission minutes of December 28, 2020. Carried with a motion by Scott Kuncl and a second by Justin Kozisek.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye,
Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye
Aye: 7, No: 0

3.A.2. Planning Commission Special meeting minutes of January 4, 2021.

Approve the Planning Commission Special meeting minutes of January 4, 2021.
Carried with a motion by Ryan Jindra and a second by Drew Rische.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye,
Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye
Aye: 7, No: 0

3.B. Introduction of new Planning Commission member Anthony Fitzgerald

3.C. Public Hearing regarding the proposed Crete One and Six Year Street Improvement Program for 2021.

Open Public Hearing regarding the proposed Crete 2021 One and Six Year Street Improvement Plan. Carried with a motion by Ryan Jindra and a second by Drew Rische.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye
Aye: 7, No: 0

Close Public Hearing. Carried with a motion by Ryan Jindra and a second by Scott Kuncl.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye
Aye: 7, No: 0

Several corrections and changes were made by Planning Commission members.

3.D. Provide a recommendation to the City Council on the proposed Crete One and Six Year Street Improvement Plans for 2021.

Recommend City Council approve the Crete 20201 One and Six Year Streets Improvement Plan. Carried with a motion by Ryan Jindra and a second by Scott Kuncl.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye
Aye: 7, No: 0

3.E. Provide a recommendation to the City Council on annexing the Crete Municipal Airport.

Recommend City Council annex the Crete Municipal Airport. Carried with a motion by Drew Rische and a second by Scott Kuncl.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye
Aye: 7, No: 0

The annexation includes the dog park and some additional surrounding land. The annexation extends the city's 2-mile jurisdiction. The present zoning designation(s) will remain the same. The properties must now adhere to zoning and building codes.

3.F. Update on Comprehensive Plan process.

Tom Ourada proposed that we wait until August/September to conduct the comprehensive planning process, since it's likely the recent census data will be available at that time.

3.G. Consider need for regular meeting date - February 22, 2021.

Cancel the regular meeting date of February 22, 2021. Carried with a motion by Scott Kuncl and a second by Jennifer Robison.

Bud Clouse: Aye, Anthony Fitzgerald: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 7, No: 0

The next meeting will be the regular March meeting, March 22, 2021.

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 8:04pm.

Recorded by City Clerk Judi Meyer