

**Crete City Council Regular Meeting**  
**Tuesday, June 1, 2021 6:00 PM**  
**Crete City Hall Council Chambers**  
**243 E 13th Street**  
**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. Personnel Committee Minutes - May 18, 2021
2. City Council Minutes - May 18, 2021
3. Special City Council Minutes - May 26, 2021

**B. Accept the City Treasurer's Report**

**C. Approve the Payment of Claims Against the City**

**D. Approve Contracts and Contract Renewals**

1. Copier lease and support agreement with Capital Business Systems.
2. Construction management agreement with SENDD for the 2021 DTR program.

**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 approving the Mayor's appointment of Dan Papik to the vacant First Ward Councilmember seat for the term ending December 2022.**
  - B. Consider approving Main Avenue Art Market's application for a Special Event Permit, which involves closing Main Avenue between 12th and 11th streets on Friday, June 4 from 5:00 pm to 10:00 pm.**
  - C. Consider amending the Master Fee Schedule to adjust the rates and fees charged for the use of the Community Center, Sertoma Building, and Community Room.**

- D. Consider adopting Resolution 2021-06: An NDOT Resolution for the City's final acceptance of the construction of the Tuxedo Park Bridge.
- E. Consider approving the second reading of Ordinance 2126: An ordinance to annex West Crete Addition.
- F. Consider enacting Ordinance 2128: An ordinance directing the sale of Lot 8 and the east 1/2 of Lot 9, Block 1 (Isis Theater) to the Blue River Arts Council for \$90,000.

**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](http://www.crete.ne.gov).



---

## CITY COUNCIL PERSONNEL COMMITTEE MEETING

May 18th, 2021 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

---

### MINUTES

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

#### 2. Roll Call

Ryan Hinz: Present  
Travis Sears: Present  
Present: 2.

#### 3. Items of Business

##### 3A. Discuss and provide a recommendation to the City Council on increasing the wage scale of Cemetery Sexton to match Street Operator. (Ordinance 2127)

City Administrator Tom Ourada informed the committee that the need to increase the wage scale of Cemetery Sexton is to match the wage of a Street Operator, due to the fact that the Cemetery Sexton works as a Street Operator some of the year.

Accept the wage increase of Cemetery Sexton to match the wage of a Street Operator.  
Carried with a motion by Ryan Hinz and a second by Travis Sears.

Ryan Hinz: Aye, Travis Sears: Aye  
Aye: 2, No: 0

#### 4. Officers' Reports

#### 5. Adjournment



---

## CITY COUNCIL REGULAR MEETING

May 18th, 2021 at 6:00 PM

Crete City Hall, 243 East 13<sup>th</sup> Street

---

### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice. 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

#### 2. Roll Call

Kyle Frans: Absent  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Travis Sears: Present  
Dale Strehle: Present  
Present: 4, Absent: 1.

#### 3. Consent Agenda

Approve consent agenda as presented. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

#### 3A. Approve Meeting Minutes

##### 3A.1. Parks and Recreation Committee Meeting - May 4, 2021

##### 3A.2. Personnel Committee Meeting - May 4, 2021

##### 3A.3. Public Safety Committee Meeting - May 4, 2021

**3A.4. Public Works Committee Meeting - May 4, 2021**

**3A.5. City Council Meeting - May 4, 2021**

**3A.6. Special City Council Meeting - May 6, 2021**

**3B. Accept the City Treasurer's Report**

**3C. Approve the Payment of Claims Against the City**

**3D. Approve Contracts and Contract Renewals**

**3D.1. Enter into a 5-year rental and service contract with Max I. Walker for providing, cleaning, and replacing uniforms, shop towels, and mats for the Wastewater Department.**

**3E. Approve Mayoral Appointments**

**3E.1. Consider approving the Mayor's appointment of Jim Johnson to the Housing Authority for the term June 2021 to June 2026.**

#### **4. Items of Business**

**4A. Consider selecting a contractor for the 2021 gap paving project.**

City Administrator Tom Ourada gave his recommendation to approve Bauer Underground's bid for the gap paving project due to the current economy and the bid being a low, acceptable amount. The Public Works Committee met on the subject earlier and also recommend approving Bauer Underground's bid.

Approve Bauer Underground's bid of \$875,039 with a start date of July 1st. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4B. Consider amending the library policies to waive the fee for a library card for nonresidents who work in Crete.**

The committee did not meet on this due to no quorum.

Tabled for June 1st meeting. Carried with a motion by Travis Sears and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4C. Public Hearing on the annexation of West Crete Addition.**

Open the public hearing on the annexation on West Crete Addition. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

City Administrator Tom Ourada received information from the NDEE about a distressed property in the West Crete Addition that is under administrative order to be fined monthly for a waste water violation. To resolve this, both the State and the City would need to relax their waste water standards, which some council persons and the mayor were not interested in doing for any properties. The other way to resolve this, for this property and others, would be to annex the property and extend sewer to them.

Mayor Dave Bauer asked if anyone would like to speak on this matter.

The following citizens spoke at the meeting: Teresa Vernon-1407 Idaho, Dave Jurina-1515 W. 14th, Janet Bartek-1355 Wyoming, Bill Vernon-1455 Wyoming, Don Vernon-1660 W. 14th, and Mayra Mendez Lopez-1309 Wyoming.

The topics discussed were: part of the ARPA money the City will be receiving being used for the water/sewer improvements to cut down costs for everyone involved, what the benefits of the annexation are for the property owners versus benefits for the City, when the property owners' wells or septic systems go out they will have to hook up to Crete's water and sewer.

Close the public hearing on annexation of West Crete Addition. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

#### **4D. Consider approving the first reading of Ordinance 2126: An ordinance to annex West Crete Addition.**

Approve the first reading and title of Ordinance 2126: An ordinance to annex West Crete Addition. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

#### **4E. Consider enacting Ordinance 2127: An ordinance relating to wages and salaries.**

Council person Travis Sears informed everyone that a salary/wage change was made after the changes made to the ordinance at the last council meeting. The wage for Cemetery Sexton to be increased to the amount of the Street Operator wage, since the Cemetery Sexton works as a Street Operator some of the year.

Introduce ordinance 2127 and move to suspend the rules to read on three separate days. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager, Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

Approve ordinance 2127: An ordinance related to wages and salaries. Carried with a motion by Travis Sears and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

### **5. Petitions - Communications - Citizen Concerns**

#### **6. Officers' Reports**

-Police Chief Steve Hensel commented on a few structures that are needing inspections, to see if they should still be standing or not. Hensel is working closely with the City Building Inspector Brad Bailey, making headway with nuisance properties.

-City Administrator Tom Ourada introduced the new deputy clerk, Kelsey Sisouvang.

-Ourada informed the council that Channel 8 wanted an on-camera interview about Crete water quality and what improvements have been made and he did the interview.

-The utility office renovation is nearly done. Brad Bailey did most of the renovation work, along with our Electric Department, making it safer and more functional.

-Ourada talked about ARPA 2021 and its eligible activities which include: water, wastewater, broadband, COVID-19 job relief and other payroll expenses. The city may get just over \$1,000,000 and it must be spent by 2024.

-SENDD's Downtown Revitalization applications were reviewed by the Nebraska State Historic

Preservation Office and by others, and no issues were found.

-Channel 10 will be doing "Our Town Crete" sometime in August.

-The City Employee Recognition Dinner is on June 17th, in which the elected officials may need to bartend.

-Mayor Dave Bauer welcomed Kelsey as the new Deputy Clerk and thanked everyone who worked on the utility office renovation.

Bauer also commented on all the departments working together on the nuisance properties and how well it's going. He thanked everyone for their efforts in the matter.

#### **6A. Building Permits Issued April 7 through May 14.**

### **7. Adjournment**

The meeting adjourned at 4:45 PM.

---

Mayor

(SEAL)

---

City Clerk

I, Jerry Wilcox, City Clerk-Treasurer 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)

May 18, 2021

Page 4

CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
AMGL	ANNUAL AUDIT	\$10,900.00
AQUA-CHEM INC	CHEMICALS	\$1,514.51
BAUER BUILT TIRE	TIRE REPAIR	\$360.99
BEATRICE CONCRETE CO	CRUSHED CONCRETE	\$25.83
CASELLE, INC.	SOFTWARE SUPPORT	\$1,452.99
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$1,225.00
CITY HEALTH FUND	SELF FUNDED HEALTH	\$158.00
CITY PAYROLL FUND	WAGES	\$89,149.41
CITY REVENUE FUND	UTILITIES	\$9,349.16
CITY TAX FUND	ELECTRIC SURPLUS & FRANCHISE	\$39,167.00
CRETE ACE HARDWARE	SUPPLIES	\$125.45
CRETE FOODMART	MISC SUPPLIES	\$54.18
CRETE LUMBER & FARM	SUPPLIES	\$51.79
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$21,604.55
DUTTON LAINSON COMPANY	SUPPLIES	\$1,505.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$42.89
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$61.20
FRANSYL EQUIPMENT CO	EQUIP REPAIRS	\$17,139.58
HEAVY COMPANY	MOVING TRANSFORMER	\$15,000.00
HUSKER ELECTRIC SUPPLY CO	SUPPLIES	\$399.00
MAX I WALKER UNIFORM	UNIFORMS	\$120.34
MCI VERIZON	TOLL FREE LINE	\$18.31
MELLEN & ASSOCIATES INC	SUPPLIES	\$221.37
MIDLAND SCIENTIFIC INC	SUPPLIES	\$401.23
MIDWEST LABORATORIES INC	LABS	\$2,436.00
NAPA AUTO PARTS	VEHICLE PARTS	\$12.99
NETTIFEE, DIANN	REIMBURSEMENTS	\$76.01
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$8,911.69
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$50.39
QUADIENT FINANCE USA INC	POSTAGE	\$225.00
RAILROAD MANAGEMENT CO	LEASES	\$284.85
RESCO	SUPPLIES	\$5,586.24
SPECTRUM	UTILITIES	\$40.97
TELLEZ, NANCY	REIMBURSEMENTS	\$25.35
UNION BANK & TRUST CO	FSA HSA FEES	\$38.81
UPS	POSTAGE	\$12.50
VAN KIRK BROS CONTRACTING	LIFT STATION CONSTRUCTION	\$8,453.50
VERIZON WIRELESS	CELL PHONES	\$299.65
VESSCO INC	SUPPLIES	\$1,684.77
WASTE CONNECTIONS	GARBAGE COLLECTION	\$38,310.01
WINDSTREAM	PHONE LINES	\$385.20
XPRESS BILL PAY	ONLINE PMT FEE	\$632.24
<b>UTILITY FUNDS</b>	<b>SUBTOTAL</b>	<b>\$277,513.95</b>
ALL ROADS BARRICADES INC	BARRICADES	\$448.62
AMGL	ANNUAL AUDIT	\$9,400.00

CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
BAKER & TAYLOR	BOOKS/MAGAZINES	\$149.96
BEATRICE CONCRETE CO	CONCRETE	\$2,196.65
BLACK HILLS ENERGY	NATURAL GAS	\$578.27
BRANDING INC DBA AL'S JOHNS	PORTABLE RESTROOM RENTAL	\$68.25
CASELLE, INC.	SOFTWARE SUPPORT	\$806.01
CDW GOVERNMENT INC	COMPUTER EXPENSES	\$570.05
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$162.30
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$375.00
CITY HEALTH FUND	SELF FUNDED HEALTH	\$208.00
CITY PAYROLL FUND	WAGES	\$110,981.24
CITY REVENUE FUND	UTILITIES	\$11,654.68
CITY TAX FUND	LIBRARY BOND PAYMENTS	\$21,000.00
CLINE WILLIAMS LLP	COMMUNITY REDEVELOPMENT	\$647.50
CRETE ACE HARDWARE	SUPPLIES	\$668.90
CRETE AREA MEDICAL CENTER	ALS SERVICE FEE	\$2,041.00
CRETE FOODMART	SUPPLIES	\$60.50
CRETE LUMBER & FARM	SUPPLIES	\$32.60
CRETE VETERINARY CLINIC	ANIMAL BOARDING	\$261.48
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$10.00
DIAMOND VOGEL PAINT CENTER	PAINT	\$93.66
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$67.97
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	\$529.23
ENDICOTT CLAY PRODUCTS CO	VETERANS WALL	\$108.00
ENVIRO-TECH PEST SERVICES	PEST CONTROL	\$117.00
ES OPCO USA INC	SUPPLIES	\$1,925.00
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$20.40
FIRST NATIONAL BANK	SUPPLIES	\$3,639.75
FIRST WIRELESS	RADIO REPAIRS	\$233.80
G & P DEVELOPMENT LANDFILL	PLOUZEK PROPERTY CLEANUP	\$355.20
GENE'S APPLIANCE SERVICE	REFRIG REPAIR	\$140.00
HAMILTON EQUIPMENT CO	EQUIPMENT	\$253.44
KS/NE SWIM LEAGUE	2021 LEAGUE DUES	\$400.00
LIFE LINE SCREENING	SECURITY REFUND	\$300.00
LINCOLN PATIO & AWNING	SOUND BARRIER	\$2,965.00
LORENZ, ANNA	T-BALL REFUND	\$25.00
MATHESON TRI-GAS INC	OXYGEN	\$159.75
MCI VERIZON	TOLL FREE LINE	\$48.00
MENARDS - LINCOLN SOUTH	CITY HALL CONST	\$79.16
MIDWEST UNLIMITED	SAFETY EQUIPMENT	\$49.34
NAPA AUTO PARTS	VEHICLE PARTS	\$310.91
NEBRASKA.GOV	JUSTICE CASE LISTING	\$1.00
NEBRASKALAND TIRE INC	TIRE REPAIR	\$346.60
NMC INC	EQUIPMENT PARTS	\$99.94
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
OCLC INC	STATE GRANT EXPENSE	\$171.77

MAY 18, 2021

PAGE 2

CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
ONE SOURCE BACKGROUND	BACKGROUND CHECKS	\$439.00
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
QUADIENT FINANCE USA INC	POSTAGE	\$275.00
QUICK MED CLAIMS	EMS BILLING	\$3,433.10
SACK LUMBER CO	SUPPLIES	\$10.49
SAPP BROS, INC - LINCOLN	FUEL	\$700.01
SCHOOL LIBRARY JOURNAL	RENEWAL ONE YEAR	\$136.99
SEWARD COUNTY INDEPENDENT	PUBLISHING	\$271.07
SID DILLON FORD	REPAIRS	\$36.60
SPECTRUM	UTILITIES	\$209.27
STRYKER SALES CORPORATION	MAINTENANCE	\$376.20
SYNCHRONY BANK/AMAZON	BOOKS/MAGAZINES	\$831.37
TELLEZ, NANCY	REIMBURSEMENTS	\$59.12
THE WEEK	RENEWAL ONE YEAR	\$199.00
U.S. BANK	SUPPLIES	\$965.11
UNION BANK & TRUST	FSA HSA FEES	\$12.00
UNION BANK & TRUST CO	BOND INTEREST	\$665.19
VAN DIEST SUPPLY COMPANY	CHEMICALS	\$452.80
VERIZON WIRELESS	CELL PHONES	\$711.45
WASTE CONNECTIONS	GARBAGE COLLECTION	\$533.37
WINDSTREAM	PHONE LINES	\$1,226.42
<b>TAX FUNDS</b>	<b>SUBTOTAL</b>	<b>\$186,344.58</b>
<b>ALL FUNDS</b>	<b>TOTAL</b>	<b>\$463,858.53</b>



---

## CITY COUNCIL SPECIAL MEETING

May 26, 2021 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

---

### 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

#### 2. Roll Call

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

Present: 5.

#### 3. Items of Business

##### 3.A. Consider committing \$175,000 to SENDD to use as matching funds for a Rural Workforce Housing program.

City Administrator Tom Ourada informed the Council that there is grant money available from the Nebraska Department of Economic Development. Crete would join other communities in the Southeast Nebraska Development District Workforce Housing Group with a match of grant funds for a Rural Workforce Housing program.

Authorize the City to commit \$175,000 to SENDD to use as matching funds for a Rural Workforce Housing program. Carried with a motion by Travis Sears and a second by Dale Strehle.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 5, No: 0

**3.B. Consider authorizing the Police Department to apply for a NDOT Highway Safety Grant for the Click It Or Ticket Day and Night Program**

Lieutenant Gary Young requested to apply for the NDOT Highway Safety Grant for the Click It Or Ticket Day and Night Program.

Approve authorization for the police department to apply for the NDOT Highway Safety Grant for the Click It Or Ticket Day and Night Program. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 5, No: 0

**4. Officers' Reports**

**5. Adjournment**

The meeting adjourned at 5:20 PM.

---

Mayor

(SEAL)

---

City Clerk

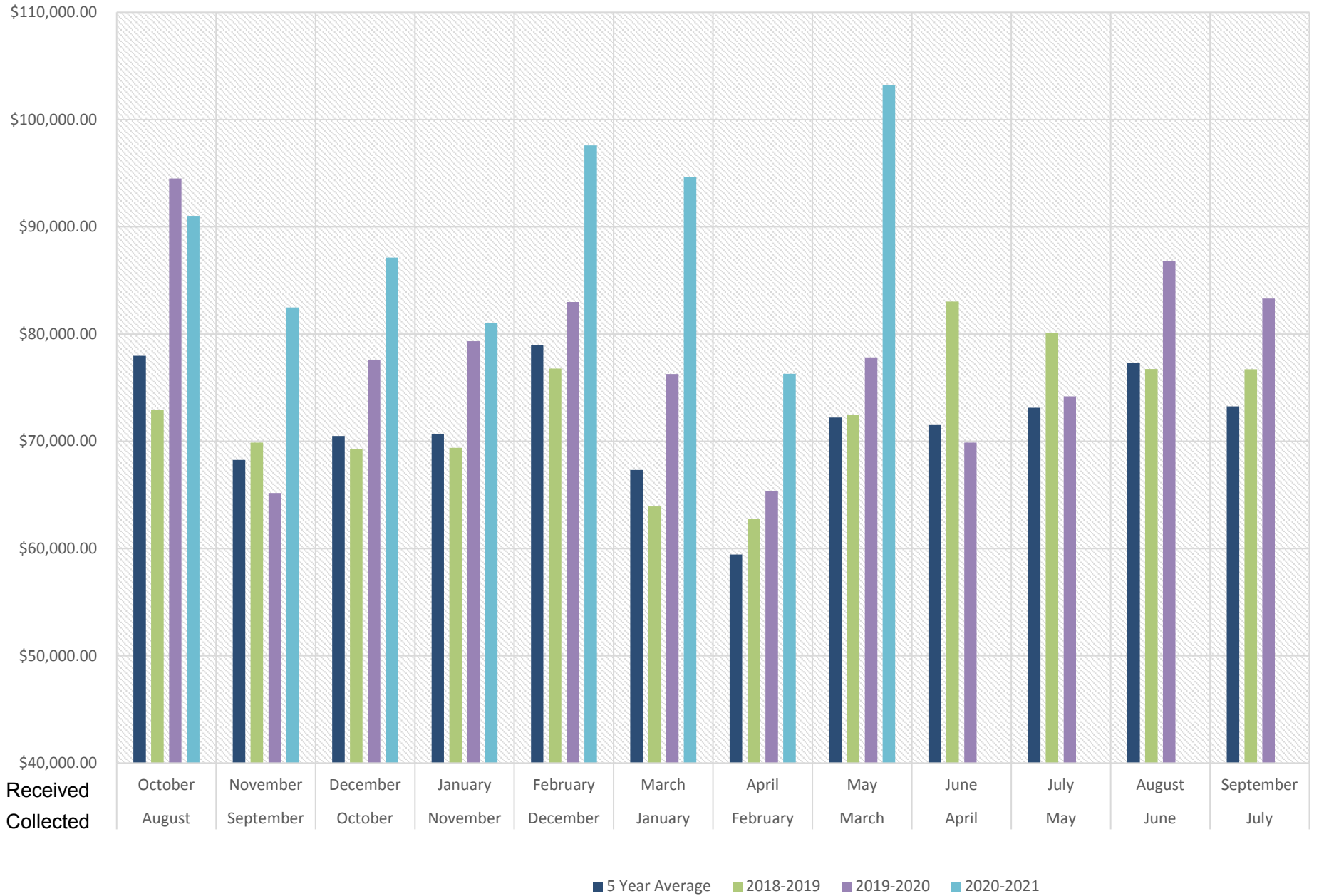
I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects 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 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%	\$94,685.89	24.12%	\$67,337.84	\$46,869.51	\$21,000.00	\$10,500.00	\$15,842.94	(\$861.92)
February	April	\$62,757.08	\$65,346.07	4.13%	\$76,291.34	16.75%	\$59,433.10	\$37,764.21	\$21,000.00	\$10,500.00	\$6,645.67	\$0.00
March	May	\$72,473.07	\$77,818.19	7.38%	\$103,246.38	32.68%	\$72,209.19	\$51,106.96	\$21,000.00	\$10,500.00	\$20,123.19	\$0.00
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		
<b>Totals</b>		\$874,058.56	\$933,274.19	<b>7.21%</b>	\$713,507.47	<b>16.05%</b>	\$860,621.77	\$353,186.20	\$252,000.00	\$126,000.00	\$104,753.74	(\$1,296.36)
					\$910,000.00		Budgeted Transfer to General Fund					
					Net Receipts		Monthly Transfer to General Fund					
					\$89,188.43		Average Net Receipts					
					\$75,833.33		Required					

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>AED AUTHORITY (5726)</b>								
AED AUTHORITY	1	Invoice	LIFEPAK CR2 WIFI	05/25/2021	2,247.00		00/00	503-9740
Total AED AUTHORITY (5726):					2,247.00			
<b>AQUA-CHEM INC (260)</b>								
AQUA-CHEM INC	1	Invoice	42LB PAIL CS 335	05/13/2021	135.45	1143	00/00	002-7041
AQUA-CHEM INC	1	Invoice	CHEMICALS	05/13/2021	1,369.51		00/00	522-5570
AQUA-CHEM INC	1	Invoice	CHEMICALS	05/07/2021	692.63		00/00	002-7041
Total AQUA-CHEM INC (260):					2,197.59			
<b>BAKER &amp; TAYLOR (370)</b>								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/27/2021	134.44		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/03/2021	49.83		00/00	701-5691
Total BAKER & TAYLOR (370):					184.27			
<b>BEATRICE CONCRETE CO (440)</b>								
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	05/11/2021	96.56		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	05/12/2021	44.34		00/00	002-8130
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	05/13/2021	56.78		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	05/13/2021	21.50		00/00	002-2581
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	05/12/2021	302.63		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	05/12/2021	462.66		00/00	002-2581
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	05/18/2021	403.50		00/00	401-5980
Total BEATRICE CONCRETE CO (440):					1,387.97			
<b>BOK FINANCIAL (545)</b>								
BOK FINANCIAL	1	Invoice	81-9170-01-0 2011 LEASE	05/21/2021	1,500.00		00/00	801-9525
Total BOK FINANCIAL (545):					1,500.00			
<b>CDW GOVERNMENT INC (750)</b>								
CDW GOVERNMENT INC	1	Invoice	SECURITY CAMERAS	05/06/2021	119.79		00/00	521-5332
CDW GOVERNMENT INC	1	Invoice	COMPUTER EXPENSES	05/19/2021	267.01		00/00	001-9915
CDW GOVERNMENT INC	2	Invoice	COMPUTER EXPENSES	05/19/2021	267.01		00/00	002-9915
CDW GOVERNMENT INC	3	Invoice	COMPUTER EXPENSES	05/19/2021	267.00		00/00	003-9915
CDW GOVERNMENT INC	4	Invoice	COMPUTER EXPENSES	05/19/2021	267.00		00/00	401-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CDW GOVERNMENT INC (750):					1,187.81			
<b>CED LINCOLN (5723)</b>								
CED LINCOLN	1	Invoice	UNIV FIELD VLT DIST MO	05/25/2021	214.02	1153	00/00	003-7220
Total CED LINCOLN (5723):					214.02			
<b>CITY HALL FUND (830)</b>								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	06/01/2021	548.00		00/00	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	06/01/2021	412.00		00/00	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	06/01/2021	265.00		00/00	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	06/01/2021	187.50		00/00	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	06/01/2021	150.00		00/00	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	06/01/2021	37.50		00/00	721-9680
Total CITY HALL FUND (830):					1,600.00			
<b>CITY HEALTH FUND (835)</b>								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	06/01/2021	40.00		00/00	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	06/01/2021	47.00		00/00	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	06/01/2021	7.00		00/00	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	06/01/2021	40.00		00/00	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	06/01/2021	15.00		00/00	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	06/01/2021	59.00		00/00	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	06/01/2021	92.00		00/00	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	06/01/2021	40.00		00/00	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	06/01/2021	26.00		00/00	003-9620
Total CITY HEALTH FUND (835):					366.00			
<b>CITY TAX FUND (865)</b>								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	06/01/2021	29,167.00		00/00	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	06/01/2021	10,000.00		00/00	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	06/01/2021	21,000.00		00/00	150-1015
Total CITY TAX FUND (865):					60,167.00			
<b>CRETE AREA MEDICAL CENTER (1070)</b>								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	06/01/2021	35.00		00/00	302-8500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CRETE AREA MEDICAL CENTER (1070):					35.00			
<b>CRETE VOLUNTEER FIREMEN (1145)</b>								
CRETE VOLUNTEER FIREMEN	1	Invoice	1 YR EMT SUBSCRIPTION	05/11/2021	129.95		00/00	302-9760
Total CRETE VOLUNTEER FIREMEN (1145):					129.95			
<b>CRIST TOWING SERVICE (5635)</b>								
CRIST TOWING SERVICE	1	Invoice	2021-1941 TOWING	04/25/2021	117.25		00/00	201-5812
CRIST TOWING SERVICE	1	Invoice	2021-1135 TOWING	03/10/2021	207.00		00/00	201-5812
CRIST TOWING SERVICE	1	Invoice	2021-0879 TOWING	02/24/2021	73.75		00/00	201-5812
CRIST TOWING SERVICE	1	Invoice	2021-673 TOWING	02/08/2021	142.00		00/00	201-5812
CRIST TOWING SERVICE	1	Invoice	TOW IMPOUND EVIDENC	02/08/2021	75.50		00/00	201-5812
Total CRIST TOWING SERVICE (5635):					615.50			
<b>EAKES OFFICE SOLUTIONS (1475)</b>								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/13/2021	15.00		00/00	401-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	05/13/2021	17.24		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	05/13/2021	17.24		00/00	001-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	05/13/2021	15.00		00/00	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/13/2021	6.87		00/00	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	05/13/2021	6.87		00/00	201-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	05/13/2021	6.87		00/00	401-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	05/13/2021	6.87		00/00	721-9900
EAKES OFFICE SOLUTIONS	5	Invoice	OFFICE SUPPLIES	05/13/2021	27.51		00/00	001-9900
EAKES OFFICE SOLUTIONS	6	Invoice	OFFICE SUPPLIES	05/13/2021	6.87		00/00	002-9900
EAKES OFFICE SOLUTIONS	7	Invoice	OFFICE SUPPLIES	05/13/2021	6.87		00/00	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	ENVELOPES	05/17/2021	406.64		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	ENVELOPES	05/17/2021	406.64		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	ENVELOPES	05/17/2021	353.60		00/00	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	ENVELOPES	05/17/2021	353.60		00/00	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	RECORDER	05/13/2021	136.40		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/13/2021	6.39		00/00	401-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	05/13/2021	7.35		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	05/13/2021	7.35		00/00	001-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	05/13/2021	6.39		00/00	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/13/2021	14.96		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/13/2021	99.49		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	JANITORIAL SUPPLIES	05/13/2021	16.98		00/00	701-5541

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total EAKES OFFICE SOLUTIONS (1475):					1,949.00			
<b>EGAN SUPPLY CO (1505)</b>								
EGAN SUPPLY CO	1	Invoice	JANITORIAL SUPPLIES	05/17/2021	453.85		00/00	501-8231
EGAN SUPPLY CO	2	Invoice	JANITORIAL SUPPLIES	05/17/2021	227.60		00/00	701-8231
EGAN SUPPLY CO	3	Invoice	JANITORIAL SUPPLIES	05/17/2021	4.89		00/00	521-6020
EGAN SUPPLY CO	4	Invoice	JANITORIAL SUPPLIES	05/17/2021	4.89		00/00	401-5541
EGAN SUPPLY CO	5	Invoice	JANITORIAL SUPPLIES	05/17/2021	70.44		00/00	001-8230
EGAN SUPPLY CO	6	Invoice	JANITORIAL SUPPLIES	05/17/2021	70.44		00/00	002-8230
Total EGAN SUPPLY CO (1505):					832.11			
<b>GINAPP, CASSIE (5721)</b>								
GINAPP, CASSIE	1	Invoice	REFUND T-BALL	05/20/2021	25.00		00/00	721-5901
Total GINAPP, CASSIE (5721):					25.00			
<b>GPM (1995)</b>								
GPM	1	Invoice	CHECK OPEN CHANNEL	05/20/2021	412.00	1146	00/00	003-7082
GPM	2	Invoice	REPORT FOR EACH MET	05/20/2021	103.00	1146	00/00	003-7082
Total GPM (1995):					515.00			
<b>HEARTLAND NATURAL GAS (2175)</b>								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	05/25/2021	30.55		00/00	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	05/25/2021	6.49		00/00	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	05/25/2021	8.40		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):					45.44			
<b>HEATH SPORTS (2180)</b>								
HEATH SPORTS	1	Invoice	T-SHIRTS/T-BALL & MICR	05/18/2021	534.00		00/00	721-5583
Total HEATH SPORTS (2180):					534.00			
<b>HUSKER ELECTRIC SUPPLY CO (2285)</b>								
HUSKER ELECTRIC SUPPLY CO	1	Invoice	ENV-SA1E-740-1-SL3-BK-	05/20/2021	1,023.00	1085	00/00	701-5330
Total HUSKER ELECTRIC SUPPLY CO (2285):					1,023.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>JACOBY, BRUCE (5725)</b>								
JACOBY, BRUCE	1	Invoice	LIBRARY KICK-OFF	05/06/2021	200.00		05/21	702-5692
Total JACOBY, BRUCE (5725):					200.00			
<b>JAY'S OIL CO. (2405)</b>								
JAY'S OIL CO.	1	Invoice	TIRE REPAIR-UNIT 1	05/19/2021	25.00		00/00	201-5810
Total JAY'S OIL CO. (2405):					25.00			
<b>JEO CONSULTING GROUP INC. (2425)</b>								
JEO CONSULTING GROUP INC.	1	Invoice	R200586.00 CRETE 2021	05/19/2021	680.00		00/00	532-6381
JEO CONSULTING GROUP INC.	1	Invoice	R191222.00 SPLASH PAD	05/19/2021	2,610.00		00/00	532-6460
JEO CONSULTING GROUP INC.	1	Invoice	R160333.00 CRETE WAT	05/19/2021	2,640.00		00/00	002-2000
Total JEO CONSULTING GROUP INC. (2425):					5,930.00			
<b>KIDWELL (2580)</b>								
KIDWELL	1	Invoice	SERVICE AGREEMENT	05/01/2021	22.50		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	05/01/2021	55.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	05/01/2021	17.50		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	05/01/2021	5.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	05/01/2021	22.50		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	05/01/2021	55.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	05/01/2021	12.50		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	05/01/2021	35.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	05/01/2021	12.50		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	05/01/2021	12.50		00/00	003-9910
Total KIDWELL (2580):					250.00			
<b>LIBRARY JOURNAL (5719)</b>								
LIBRARY JOURNAL	1	Invoice	2021 SUBSCRIPTION	05/14/2021	99.00		00/00	701-5691
Total LIBRARY JOURNAL (5719):					99.00			
<b>LINCOLN CHAMBER ECONOMIC DEV. CORP. (5722)</b>								
LINCOLN CHAMBER ECONOMIC DEV. CORP.	1	Invoice	DUES 6-1-21 TO 5-21-22	05/20/2021	2,500.00		00/00	801-5752
Total LINCOLN CHAMBER ECONOMIC DEV. CORP. (5722):					2,500.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>LINCOLN WINWATER WORKS (2810)</b>								
LINCOLN WINWATER WORKS	1	Invoice	RESOLD MATERIAL	05/17/2021	356.33		00/00	002-8130
Total LINCOLN WINWATER WORKS (2810):					356.33			
<b>MACQUEEN EQUIPMENT LLC (2930)</b>								
MACQUEEN EQUIPMENT LLC	1	Invoice	NOZ, FL, 80DEG, .50, BR	05/07/2021	21.56	1151	00/00	401-5968
MACQUEEN EQUIPMENT LLC	2	Invoice	NOZ, FL, 50DEG, .50, BR	05/07/2021	39.06	1151	00/00	401-5968
MACQUEEN EQUIPMENT LLC	3	Invoice	AY-WTR PUMP, 2 SPD W/	05/07/2021	810.80	1151	00/00	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):					871.42			
<b>MANHATTAN LIFE ASSURANCE CO (2960)</b>								
MANHATTAN LIFE ASSURANCE CO	1	Invoice	ELECTIVE COVERAGE	06/01/2021	7.21		00/00	201-9620
Total MANHATTAN LIFE ASSURANCE CO (2960):					7.21			
<b>MAX I WALKER UNIFORM &amp; APPAREL (3035)</b>								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	05/19/2021	70.32		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					70.32			
<b>MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)</b>								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	05/21/2021	568,842.55		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	05/21/2021	6.33		00/00	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	05/21/2021	91,922.15		00/00	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					660,771.03			
<b>MUTUAL OF OMAHA (3330)</b>								
MUTUAL OF OMAHA	1	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	102.57		05/21	101-9620
MUTUAL OF OMAHA	2	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	176.26		05/21	201-9620
MUTUAL OF OMAHA	3	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	79.78		05/21	401-9620
MUTUAL OF OMAHA	4	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	66.80		05/21	301-9620
MUTUAL OF OMAHA	5	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	68.38		05/21	701-9620
MUTUAL OF OMAHA	6	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	22.79		05/21	521-9620
MUTUAL OF OMAHA	7	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	11.40		05/21	721-9620
MUTUAL OF OMAHA	8	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	121.19		05/21	001-9620
MUTUAL OF OMAHA	9	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	47.68		05/21	003-9620
MUTUAL OF OMAHA	10	Invoice	ADDITIONAL LIFE AND DI	05/20/2021	45.59		05/21	003-9620

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total MUTUAL OF OMAHA (3330):					742.44			
<b>NAPA AUTO PARTS (3345)</b>								
NAPA AUTO PARTS	1	Invoice	IGNITION STARTER SWIT	05/20/2021	25.25		00/00	001-8460
Total NAPA AUTO PARTS (3345):					25.25			
<b>NE LAW ENFORCEMENT TRAINING CENTER (5650)</b>								
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	GAMAN - TRAINING	05/17/2021	440.00		00/00	201-9760
Total NE LAW ENFORCEMENT TRAINING CENTER (5650):					440.00			
<b>NEBRASKALAND TIRE INC (5636)</b>								
NEBRASKALAND TIRE INC	1	Invoice	MOWER TIRE REPAIR	05/20/2021	22.99		00/00	601-5810
NEBRASKALAND TIRE INC	1	Invoice	F-250 TIRE REPAIR	05/25/2021	22.99		00/00	521-5810
Total NEBRASKALAND TIRE INC (5636):					45.98			
<b>ORSCHELN FARM AND HOME (3835)</b>								
ORSCHELN FARM AND HOME	1	Invoice	6983 4-15-21 LAWN SUPP	05/15/2021	184.95		00/00	201-5329
ORSCHELN FARM AND HOME	2	Invoice	6981 4-15-21 WELDING W	05/15/2021	34.99		00/00	401-6020
ORSCHELN FARM AND HOME	3	Invoice	8217 4-21-21 GRASS SEE	05/15/2021	64.99		00/00	401-5330
ORSCHELN FARM AND HOME	4	Invoice	1239 5-3-21 LUBE/HANDL	05/15/2021	8.98		00/00	401-6020
ORSCHELN FARM AND HOME	5	Invoice	1239 5-3-21 NUTS/BOLTS	05/15/2021	16.91		00/00	401-6001
Total ORSCHELN FARM AND HOME (3835):					310.82			
<b>PRESTO-X (4050)</b>								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	05/18/2021	63.00		00/00	201-5329
Total PRESTO-X (4050):					63.00			
<b>QUADIENT FINANCE USA INC (5591)</b>								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE	05/25/2021	300.00		05/21	101-9650
QUADIENT FINANCE USA INC	2	Invoice	POSTAGE	05/25/2021	75.00		05/21	401-9650
QUADIENT FINANCE USA INC	3	Invoice	POSTAGE	05/25/2021	225.00		05/21	721-9650
QUADIENT FINANCE USA INC	4	Invoice	POSTAGE	05/25/2021	375.00		05/21	001-9650
QUADIENT FINANCE USA INC	5	Invoice	POSTAGE	05/25/2021	375.00		05/21	002-9650
QUADIENT FINANCE USA INC	6	Invoice	POSTAGE	05/25/2021	150.00		05/21	003-9650

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total QUADIENT FINANCE USA INC (5591):					1,500.00			
<b>RAY MARTIN BOILER COMPANY (5716)</b>								
RAY MARTIN BOILER COMPANY	1	Invoice	BOILER/WATER HEATER	05/25/2021	6,396.16		00/00	522-5330
RAY MARTIN BOILER COMPANY	1	Invoice	BOILER/WATER HEATER	05/25/2021	1,266.00		00/00	522-5330
Total RAY MARTIN BOILER COMPANY (5716):					7,662.16			
<b>SALINE COUNTY REGISTER OF DEEDS (4445)</b>								
SALINE COUNTY REGISTER OF DEEDS	1	Invoice	FILING FEES	05/04/2021	94.00		00/00	101-5390
Total SALINE COUNTY REGISTER OF DEEDS (4445):					94.00			
<b>SANDRY FIRE SUPPLY LLC (4495)</b>								
SANDRY FIRE SUPPLY LLC	1	Invoice	BREATH APPARATUS	05/10/2021	1,533.00		00/00	303-5264
Total SANDRY FIRE SUPPLY LLC (4495):					1,533.00			
<b>SARGENT DRILLING (5724)</b>								
SARGENT DRILLING	1	Invoice	WELL/PUMP TEST	05/18/2021	1,500.00		00/00	002-7281
Total SARGENT DRILLING (5724):					1,500.00			
<b>SEALMASTER / GEMSEAL PRODUCTS (1910)</b>								
SEALMASTER / GEMSEAL PRODUCTS	1	Invoice	ASPHALT BINDER - PAIL	03/05/2021	644.90	1115	00/00	401-5980
Total SEALMASTER / GEMSEAL PRODUCTS (1910):					644.90			
<b>SEWARD COUNTY INDEPENDENT (4590)</b>								
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS	05/12/2021	81.03		00/00	532-6381
SEWARD COUNTY INDEPENDENT	1	Invoice	MINUTES 5-4-21	05/12/2021	95.11		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	MEETING-PLAN COMM	05/12/2021	9.82		00/00	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	MEETING-CEMETERY	05/12/2021	10.23		00/00	601-5390
Total SEWARD COUNTY INDEPENDENT (4590):					196.19			
<b>SID DILLON FORD (4635)</b>								
SID DILLON FORD	1	Invoice	VEHICLE REPAIRS	04/08/2021	228.03		00/00	302-5791
SID DILLON FORD	1	Invoice	ACTUATOR ASY	05/21/2021	25.78		00/00	001-8460

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total SID DILLON FORD (4635):					253.81			
<b>SIGMA-ALDRICH (4650)</b>								
SIGMA-ALDRICH	1	Invoice	PH - WP - 20ML NON-HA	05/13/2021	50.74	1148	00/00	003-7282
SIGMA-ALDRICH	2	Invoice	RESIDUE - WP NON-HA	05/13/2021	86.44	1148	00/00	003-7282
Total SIGMA-ALDRICH (4650):					137.18			
<b>SIGNPRO (4652)</b>								
SIGNPRO	1	Invoice	SIGN REPAIRS	02/01/2021	420.00		05/21	050-5330
Total SIGNPRO (4652):					420.00			
<b>TERRYBERRY (4980)</b>								
TERRYBERRY	1	Invoice	MISC. OPERATING	05/18/2021	145.60		00/00	002-8500
Total TERRYBERRY (4980):					145.60			
<b>TRANSAMERICA LIFE (5120)</b>								
TRANSAMERICA LIFE	1	Invoice	ELECTIVE COVERAGE	06/01/2021	27.18		00/00	101-9620
TRANSAMERICA LIFE	2	Invoice	ELECTIVE COVERAGE	06/01/2021	27.16		00/00	401-9620
TRANSAMERICA LIFE	3	Invoice	ELECTIVE COVERAGE	06/01/2021	27.16		00/00	001-9620
TRANSAMERICA LIFE	4	Invoice	ELECTIVE COVERAGE	06/01/2021	27.16		00/00	002-9620
TRANSAMERICA LIFE	5	Invoice	ELECTIVE COVERAGE	06/01/2021	27.16		00/00	003-9620
Total TRANSAMERICA LIFE (5120):					135.82			
<b>UPS (5240)</b>								
UPS	1	Invoice	POSTAGE	05/22/2021	12.51		00/00	003-9650
Total UPS (5240):					12.51			
<b>VERATHON INC (5720)</b>								
VERATHON INC	1	Invoice	MEDICAL SUPPLIES	05/07/2021	500.00		00/00	302-5341
Total VERATHON INC (5720):					500.00			
<b>WINDSTREAM (5465)</b>								
WINDSTREAM	1	Invoice	PHONE-POLICE	05/05/2021	660.74		00/00	201-5220
WINDSTREAM	1	Invoice	PHONE-CRETE 911	05/19/2021	563.20		00/00	202-5220

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total WINDSTREAM (5465):					1,223.94			
Grand Totals:					<u>765,422.57</u>			

Report GL Period Summary

GL Period	Amount
05/21	2,862.44
00/00	<u>762,560.13</u>
Grand Totals:	<u>765,422.57</u>

Vendor number hash: 262362  
 Vendor number hash - split: 442047  
 Total number of invoices: 85  
 Total number of transactions: 159

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	765,422.57	.00	765,422.57
Grand Totals:	<u>765,422.57</u>	<u>.00</u>	<u>765,422.57</u>

**CITY OF CRETE UPGRADE PROPOSAL**  
 Prepared by: Lisa Loseke, Capital Business Systems  
 4/15/21

<b>CURRENT EQUIPMENT</b>										
LOCATION	MODEL #	ACCESSORIES	ID#	AVG B&W PRINTS/MO	B&W RATE	B&W COST/MO	AVG COLOR PRINTS/MO	COLOR RATE	COLOR COST/MO	TOTAL MONTHLY COST
FIRE	Canon C3325i	FAX	k1807	800	0.01	\$8.00	200	0.091	\$18.20	\$26.20
POLICE	Canon C3325i	FAX	K1808	2000	0.01	\$20.00	2000	0.091	\$182.00	\$202.00
PUBLIC WORKS	Canon C3325i		K1815	150	0.01	\$1.50	100	0.091	\$9.10	\$10.60
LIBRARY	Canon C5240i	FAX, STAPLE	K1813	1100	0.01	\$11.00	1000	0.091	\$91.00	\$102.00
REC	Canon C3325i		K1809	300	0.01	\$3.00	1500	0.091	\$136.50	\$139.50
CLERK	Canon C3325i	FAX, STAPLE, 4 DRAWERS	K1811	2200	0.01	\$22.00	1200	0.091	\$109.20	\$131.20
UTILITIES	Canon C3325i		K1814	600	0.01	\$6.00	1400	0.091	\$127.40	\$133.40
<b>TOTAL CURRENT MONTHLY COST:</b>										<b>\$744.90</b>
<b>PROPOSED EQUIPMENT</b>										
LOCATION	MODEL #		ID#	AVG B&W PRINTS/MO	B&W RATE	B&W COST/MO	AVG COLOR PRINTS/MO	COLOR RATE	COLOR COST/MO	TOTAL MONTHLY COST
FIRE	keep Canon C3325i	FAX	k1807	800	0.01	\$8.00	200	0.091	\$18.20	\$26.20
POLICE	NEW Canon C3730i	FAX		2000	0.006	\$12.00	2000	0.04	\$80.00	\$92.00
PUBLIC WORKS	keep Canon C3325i		K1815	150	0.01	\$1.50	100	0.091	\$9.10	\$10.60
LIBRARY	NEW Canon C3730i	STAPLE		1100	0.006	\$6.60	1000	0.04	\$40.00	\$46.60
REC	NEW Canon C3730i			300	0.006	\$1.80	1500	0.04	\$60.00	\$61.80
CLERK	NEW Canon C3730i	FAX, STAPLE, 4 DRAWERS		2200	0.006	\$13.20	1200	0.04	\$48.00	\$61.20
UTILITIES	NEW Canon C3730i			600	0.006	\$3.60	1400	0.04	\$56.00	\$59.60
										<b>\$358.00</b>
<b>LEASE PAYMENT (60 MONTHS \$1.00 BUYOUT):</b>										<b>\$255.00</b>
<b>TOTAL PROPOSED MONTHLY COST:</b>										<b>\$613.00</b>
<b>TOTAL MONTHLY SAVINGS:</b>										<b>\$131.90</b>
<b>TOTAL 5 YEAR SAVINGS:</b>										<b>\$7,914.00</b>





**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

**MUNICIPAL FINANCE AGREEMENT**

CFS-1045 (05/17)

CFS' AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME)		DBA	PHONE	
			("Customer")	
BILLING ADDRESS		CITY	COUNTY	STATE ZIP
EQUIPMENT ADDRESS		CITY	COUNTY	STATE ZIP

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
<b>TERM:</b> _____ months		<b>PAYMENT FREQUENCY:</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

<b>ACCEPTED</b>	<b>AUTHORIZED CUSTOMER SIGNATURE</b>
<b>CANON FINANCIAL SERVICES, INC.</b>	By: X _____ Title: _____
By: _____	Printed Name: _____ Email Address: _____
Title: _____	By: X _____ Title: _____
Date: _____	Printed Name: _____ Email Address: _____

**ACCEPTANCE CERTIFICATE**

To: Canon Financial Services, Inc. ("CFS")

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

- 1. AGREEMENT:** CFS leases to Customer, a \_\_\_\_\_ [state name or political subdivision or agency] of \_\_\_\_\_ [State name] with its chief executive office at \_\_\_\_\_, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS; provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**11. MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. In connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS' request, Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" and be subject to the terms of this Agreement including without limitation the security interest granted to CFS under this Agreement) or (b) pay CFS the Remaining Lease Balance.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the

same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RETURN:** If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. OWNERSHIP OF EQUIPMENT:** Title to the Equipment shall pass to the Customer "AS-IS WHERE-IS" without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

**23. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**26. GOVERNMENT USE:** Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

**27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**28. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



# AFTERMARKET SUPPORT AGREEMENT

## Customer Bill To:

Customer Name: City of Crete  
 Address: 243 East 13th Street Crete, NE 68333  
 Telephone:  
 Attention:  
 Email:

## Customer Ship To:

Customer Name: City of Crete  
 Address: 243 East 13th Street Crete, NE 68333  
 Telephone: (402) 826-4312  
 Attention: Mike Kalkwarf  
 Email: mkalkwarf@crete-ne.gov

DEVICES	Make, Model, Included Accessories	Serial #	ID#	Base Payment		Beginning Meter Reading		Image Allowance		Excess Per Image Charge (Plus Tax)			
				<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually	B & W	Color	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually	B &W	Color
1	Canon imageRUNNER ADVANCE DX C3730i			\$0.00				0	0	\$0.006	\$0.04		
2	Canon imageRUNNER ADVANCE DX C3730i												
3	Canon imageRUNNER ADVANCE DX C3730i												
4	Canon imageRUNNER ADVANCE DX C3730i												
5	Canon imageRUNNER ADVANCE DX C3730i												
6													

End User Details		Location / Address (if different to supply shipments)
Name	Email	
1		
2		
3		
4		
5		

Supplies Included     Items Excluded: STAPLES     See attached equipment or group billing schedule. Meter Frequency:

\* The consolidated image allowance and excess per image amounts shown above (or on the attached equipment or group billing schedule), if any applies to (check one):  
 Equipment installed under this schedule only,     Equipment installed under this schedule together with equipment listed on any other applicable schedule (I.E. an aggregate consolidation), if no image allowance or excess per image amounts are shown above (or on the attached equipment or group billing schedule), images made on the equipment under this schedule will be included in determining your image and overages charges the applicable prior schedule to master agreement.

**TERM (check one term option)**  
 Term: The end of the term of this schedule is the end of the term of the schedule to agreement identified as schedule NO.  
 Term: In Months: 60 (Applies to this schedule only) Start Date: UPON INSTALLATION DATE

**PAYMENT (check one term option)**  
 Monthly Base Payment Amount: \$ \_\_\_\_\_ (Plus Tax)     Quarterly Base Payment Amount: \$ \_\_\_\_\_ (Plus Tax)     Annual Base Payment Amount: \$ \_\_\_\_\_ (Plus Tax)  
 (Includes amounts due under this schedule only)

**ADDITIONAL TERMS AND CONDITIONS**  
 IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us; we may estimate the number of images used if such meter reading are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Schedule and not more than once each successive (twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and at our election, the Base Payment Amount and Excess Per Image Charges under any other schedules for imaging equipment between you and us that incorporate the terms of the Master Agreement) may be increased by a maximum of 15% of the then existing payment or charge. At Expiration of original or any renewal terms, this agreement shall be automatically renewed for a minimum of one year. No refunds will be made if contract is cancelled prior to original or renewal terms.

**Customer**  
 Signature: City of Crete        \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_  
 CUSTOMER    SIGNATURE    NAME & TITLE    DATE

**Capital Business Systems Signature:** Lisa A. Loseke        \_\_\_\_\_    \_\_\_\_\_  
 REPRESENTATIVE    SIGNATURE



### Contract Acknowledgement in lieu of Purchase Order

I, \_\_\_\_\_, as an authorized agent of \_\_\_\_\_ am making  
*(Purchasing Agent Name)* *(Agency Name)*

the attached ***purchase / lease / rental*** as specified in agreement \_\_\_\_\_ under the  
*(circle procurement type)* *(Purchase Agreement Number)*

terms and conditions of State/Association Contract Number \_\_\_\_\_  
*(State/Association Contract Number)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROFESSIONAL SERVICE AGREEMENT CITY OF CRETE & SENDD Construction  
Management Contract for Street Improvement Project #20-DTR-002**

**THIS AGREEMENT** made and entered into by and between the **CITY OF CRETE, NEBRASKA** (hereinafter referred to as the CITY) and the **SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT** (hereinafter referred to as the Consultant)

b. The CITY will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**WITNESSES THAT:**

**WHEREAS**, the CITY and the Consultant are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the State of Nebraska to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the CITY, as part of its **2020 CDBG grant agreement** with the Department, under contract number **20-DTR-002**, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the CITY's approved CDBG program, and

**WHEREAS**, it would be beneficial to the CITY to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be provided by the Parties**

a. The Consultant shall complete in a satisfactory and proper manner as determined by the CITY the work activities described in **Attachments "A" - Scope of Services and Fee Schedule: Construction Management.**

**2. Time of Performance**

The effective date of this contract shall be **April 7, 2021**. The termination date of the contract shall be **November 4, 2022** which coincides with the project end date as stated in the grant contract or as amended by an approved extension.

**3. Consideration**

The CITY shall compensate the Consultant in accordance with the **Fee Schedule described in Attachment "A"** to the contract for all services agreed upon by the parties to complete the Scope of Work. **The total amount paid by the CITY shall not exceed the sum of \$10,000.** Payment under this contract shall be based on billings, supported by appropriate documentation of services rendered. It is expressly understood that claims for payment in excess of the contract balance will be submitted only after agreement by the CITY.

It is also understood that this contract is funded in whole or in part with funds through the Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

**4. Record Maintenance, Record Retention, and Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR 200.300–345 and any such procedures that the CITY or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the CITY's CDBG project, unless a longer period is required to resolve audit findings or

litigation. In such cases, the CITY shall request a longer period for record retention.

The CITY, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

## 5. Relationship

The relationship of the Consultant to the CITY shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the CITY and the Consultant.

## 6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the CITY may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

**a. Suspension** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the CITY may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the CITY and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

(1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

(2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

(3) In the event all or any portion of the work prepared or partially prepared by the Consultant

be suspended, abandoned, or otherwise terminated the CITY shall pay the Consultant for work performed to the satisfaction of the CITY, in accordance with the percentage of the work completed.

**b. Termination for Cause** The CITY may terminate its contract with the consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

(1) The lack of compliance with the provisions of this contract is of such scope and nature that the CITY deems continuation of the contract to be substantially detrimental to the interests of the CITY;

(2) The Consultant has failed to take satisfactory action as directed by the CITY or its authorized representative within the time specified by same;

(3) The Consultant has failed within the time specified by the CITY or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the CITY may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds** This contract may also be terminated in whole or in part:

1) By the CITY, with the consent of the Consultant, or by the Consultant with the consent of the CITY, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

(2) If the funds allocated by the CITY via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the CITY fails to pay the Consultant promptly or within 60 days after invoices are rendered, the CITY agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the CITY shall

then promptly pay the Consultant for all services performed and all allowable expenses incurred.

(4) The CITY may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the CITY as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7. Changes, Amendments, Modifications**

The CITY may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the CITY and the Consultant shall be incorporated in written amendments to this contract.

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the CITY.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

## **9. Assignability**

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in this contract (whether by assignment or notation), without prior written consent of the CITY thereto: Provided, however, that claims for money by the Consultant from the CITY under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

## **10. Reports and Information**

The Consultant, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

## **11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the CITY.

## **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

## **13. Compliance with Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall hold the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

## **14. Executive Order 11246\* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)**

Therefore not applicable to this general admin contract between the CITY and SENDD.

## **15. Title VI of the Civil Rights Act of 1964**

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

## **16. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and

subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).**

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**20. Executive Order 11246, As Amended.**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**21. Conflict of Interest 2 CFR 200.318**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

**22. Audits and Inspections**

The CITY, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the CITY, DED, the State Auditor and HUD.

**23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the CITY, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**24. Compliance with E-Verify Program on Work Eligibility for New Employees**

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract, if applicable. The Consultant will be responsible to the Community for enforcing this requirement with Consultant subcontractors.

**25. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the CITY and the Consultant. The attachments to this agreement are identified as follows:

**Attachment "A", Scope of Services and Fee Schedule – Construction Management**

**WITNESS WHEREOF**, the CITY and SENDD have executed this contract agreement as of the date and year last written below.

**CITY OF CRETE, NEBRASKA**

By: \_\_\_\_\_  
Title: David Bauer, Mayor

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

**CONSULTANT: SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Title: Executive Director

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

**PROFESSIONAL SERVICE/CONSULTANT AGREEMENT  
BETWEEN CITY OF CRETE, NEBRASKA & SENDD  
CDBG- Street Improvement Project #20-DTR-002: Construction Management**

**Attachment “A”- Scope of Services and Fee Schedule: Construction Management**

**1.0 Scope of Services – Construction Management**

SEND D shall perform in a satisfactory and proper manner, as determined by the CITY OF CRETE, the following work:

**1.1 Services Associated with Davis-Bacon and Related Acts (DBRA) Compliance**

- A. Securing applicable general wage determination.
- B. Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents.
- C. Monitoring contractor compliance, including but not limited to:
  - a. Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award;
  - b. Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
  - c. Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors; and
  - d. Completion of employee interviews under all identified wage classifications.

**1.2 Amendments**

The CITY may, from time to time, request changes in the Scope of Services of SEND D to be performed hereunder. Such changes, including any increase or decrease in the amount of SEND D's compensation, which are mutually agreed upon by and between the CITY and SEND D, shall be incorporated in written amendments to this Contract.

**3.0 Fee Schedule and Compensation Procedures**

**3.1 Compensation Procedures**

For purposes of this contract, the cost for performing services outlined in Article 1.0 of this Contract Attachment “A”, shall be provided to the CITY on cost up to a **maximum total of \$10,000**. The CITY agrees to pay SEND D for services rendered within a reasonable period of time following presentation of a detailed invoice and request for drawdown.

**3.2 Amendment of Compensation Rate**

Provided that actual expenses documented by SEND D exceed the total allowed by the NDED in their Contract with the CITY, it is hereby agreed and understood by the signatories to this Contract that SEND D may enter into a separate agreement with other parties to recover, in part or in total, those expenses not allowed under this Contract.

**3.3 Accountability**

SEND D shall document expenditures of funds in accordance with the purposes and conditions of this contract.



CITY OF CRETE  
APPLICATION FOR SPECIAL EVENT PERMIT

Date of Event June 4, 2021

Start Time of Event 5pm

Finish Time of Event 9pm

Location of Event Main Ave

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

This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed \_\_\_\_\_

Main Ave between 11th St  
(by Elle's) and 12th St  
(by Crystal's Bakery)

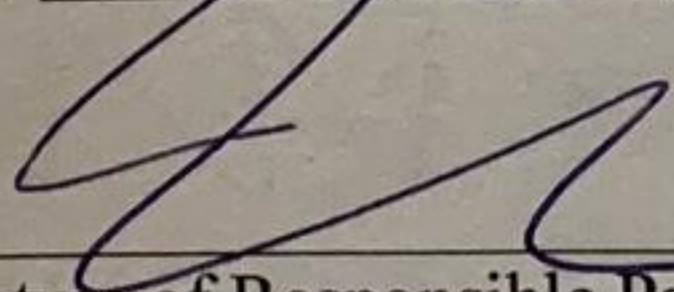
Special Equipment baricades for street blockage  
(can be dropped off, we will put out)

Organization Main Ave Art Market by BRAC

Responsible Party Elayne Woods Jones

Address 1144 Main Ave, Crete 68333

Phone 402-309-5206

  
\_\_\_\_\_  
Signature of Responsible Party

DO NOT WRITE IN THIS SPACE

Application # \_\_\_\_\_

Public Works Review \_\_\_\_\_

Emergency Services Review \_\_\_\_\_

Council Meeting Date \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Insurance Certificate  
Required \_\_\_\_\_

Ins. Cert. Received \_\_\_\_\_

Conditions listed on back

REQUIRED ATTACHMENTS:

Diagram or print of location of event.

If alcoholic liquor will be served, copy of SDL.

If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

---

---

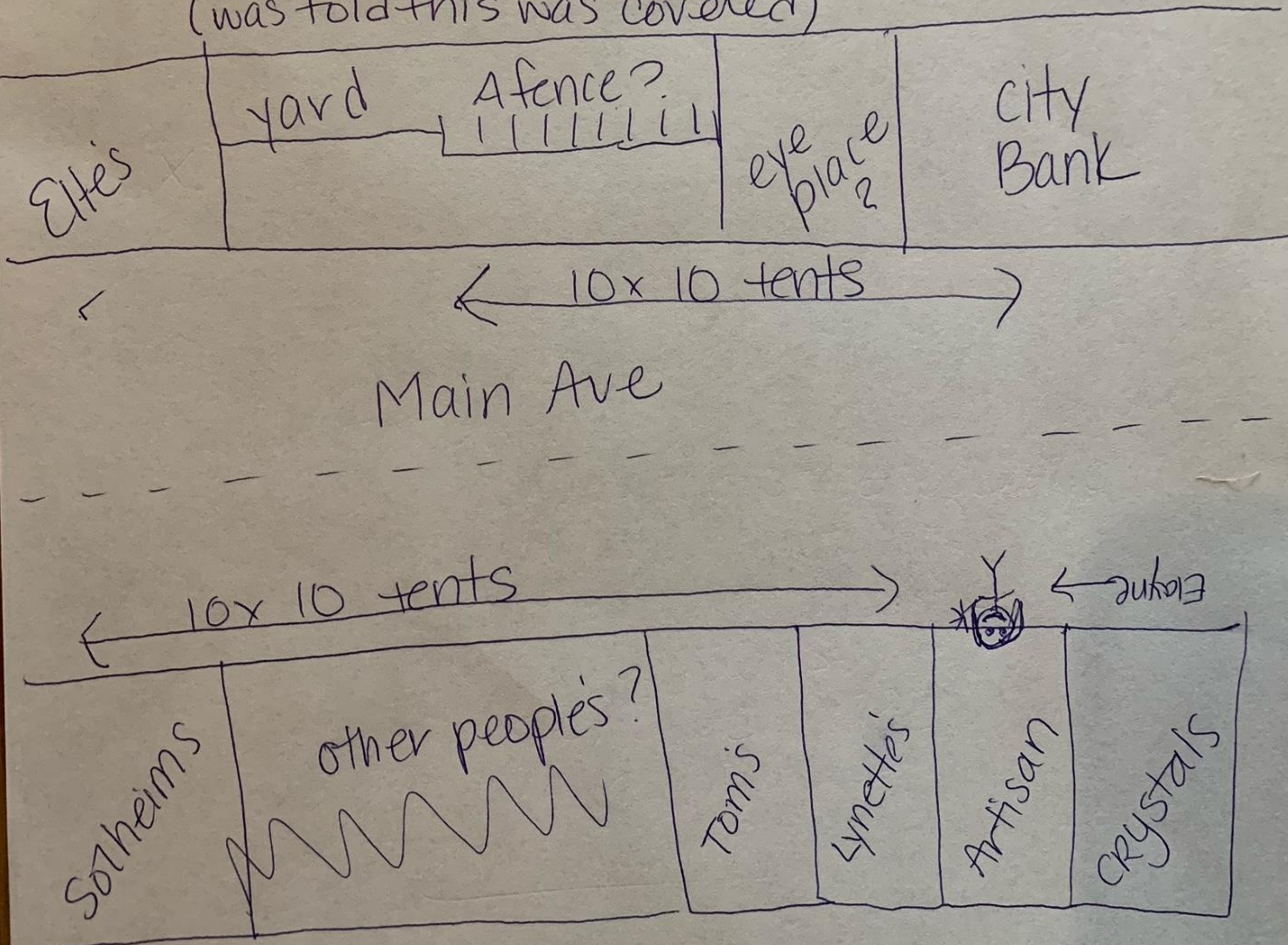
---

---

---

Copy of insurance covering event with City of Crete as named insured.

(was told this was covered)





## **Master Fee Schedule**

**Fiscal Year 2020-21**

# TABLE OF CONTENTS

## **Part I: General Administration**

Administrative Services .....	1
Businesses and Organizations.....	1
Fire and Rescue Services .....	1
Library Services .....	2
Parks and Recreation .....	2
Police and Code Enforcement.....	3

## **Part II: Building and Construction**

Commercial Building Permits .....	4
Residential Building Permits .....	5
Miscellaneous Fees.....	6
Inspections and Plan Review.....	6
Public Property and Right-of-way .....	7
Signs and Awnings .....	7
Specialized Trade and Contractor Licensing.....	7

## **Part III: Land Development, Planning, and Zoning**

Land Use and Zoning Compliance .....	8
Plat Review and Recording.....	8
Special Requests.....	8
Subdivision Development.....	8

## **Part IV: Public Works and Utilities**

Electric Service.....	8
Sewer Service.....	11
Solid Waste Collection .....	13
Water Service.....	15

## **PART I: GENERAL ADMINISTRATION**

### **Administrative Services**

Recording/Filing Fee	\$10.00 for first page; \$6.00 per page for each additional
Certification Fee	\$1.50 per page
Notice Publication Fee	\$15.00
Copy Fee	\$0.25 per page
Election Filing Fee	1% of annual salary of elected position
Returned Check Charge	\$20.00
Tax Increment Financing	
Application Fee	\$500
Processing Fee	\$1,500
Administrative Fee	1% of TIF Note principal

### **Businesses and Organizations**

Business Registration Fee	\$20.00
Itinerant Merchant/Peddler Permit	
Standard Permit	\$25.00
Seasonal Permit	\$325.00
Snow Removal License	\$10.00
Liquor License Application Fee	\$25.00
Bingo Permit	\$10.00
Junk Dealer License	\$10.00
Tobacco Dealer Application Fee	\$15.00
Tobacco Retail License	\$50.00
Tobacco Wholesale License	\$100.00
Amusement Device License Fee	\$10.00 per device

### **Fire and Rescue Services**

#### **Fire and Rescue Services**

Burn Permit Fee	\$10.00
Fire Safety Inspection Fee	\$50.00
Treat and Release	\$175.00
Ambulance Stand-by Service	\$100.00

## **Ambulance Services**

Basic Life Support (BLS)	
Ambulance Service, non-emergency	\$1,030.00 plus mileage rate
Ambulance Service, emergency	\$1,140.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile

Advanced Life Support (ALS)	
Ambulance Service, non-emergency	\$1,250.00 plus mileage rate
Ambulance Service, emergency - Level 1	\$1,410.00 plus mileage rate
Ambulance Service, emergency - Level 2	\$1,760.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile
Advanced Life Support Intercept	\$100.00

## **Library Services**

Non-resident Membership Fee	\$30.00 per year
Late Return Fee – Print and Audiobooks	\$0.00
Late Return Fee – DVDs	\$0.10 per day, up to \$5.00 maximum
Copier/Printer Rates – 8.5" by 11" Black and White	\$0.10 per page
Copier/Printer Rates – 8.5" by 11" Color	\$0.25 per page
Copier/Printer Rates – Large Paper	Additional fee based on paper size

## **Parks and Recreation**

### **Recreation Programs**

Adult Coed Softball	\$425.00
Kickin' It Martial Arts	\$45.00
Micro Soccer	\$25.00
Micro T-Ball	\$25.00
Youth Basketball	\$30.00
Youth Flag Football	\$45.00
Youth T-Ball	\$25.00
Youth Soccer	\$45.00
Youth Volleyball	\$45.00

## **Pool and Swimming**

Pool - Daily Admissions	
3 yrs. old & under	\$0.00
4 to 17 yrs. old	\$4.00

18 to 54 yrs. old	\$6.00
55+ yrs. old	\$4.00
Pool – Season Passes	
Individual	\$75.00
Two Person	\$95.00
Three Person	\$115.00
Four Person	\$135.00
Five Person	\$155.00
Six or More Person	\$175.00
Pool Parties	\$150.00
Swimming Lessons	
Infant/Toddler Lessons	\$30.00
Youth/Adult Lessons	\$45.00
Swim Team	\$50.00

**Parks and Fields**

Field Rental	
Field Preparation Fee	\$50.00
Field Rental Fee	\$15.00 per hour
Camping Fees	
Campsite Fee – Tuxedo Park	\$10.00 per day
Extended Stay	As negotiated

**Police and Code Enforcement**

**Vehicle and Traffic Enforcement**

Vehicle Impoundment Fee	\$25.00
Impound Storage Fee	\$5.00 per day
Vehicle Hobbyist Permit	\$100.00 per vehicle

**Animal Regulations**

Domestic Dog and Cat License Fee	
Spayed female or neutered male	\$10.00
Unspayed female or unneutered male	\$20.00
Dangerous Dog License Fee	\$50.00
State License Fee	\$1.25
Impoundment Fee – Domestic Animals	\$20.00 for first offense; \$40.00 for subsequent offenses

Impoundment Fee – Livestock	\$75.00 for first offense; \$150.00 for subsequent offenses
Impoundment Fee – Dangerous or Prohibited Animal	\$200.00 for first offense; \$300.00 for subsequent offenses
Boarding and Care of Impounded Animals	Daily boarding rate, as billed
Euthanasia Charge	As billed by veterinarian

**Code Enforcement**

Seasonal Grass Mowing	
1st Mowing	\$100 per hour
2nd Mowing	\$150 per hour
3rd and Subsequent Mowings	\$200 per hour
Tree and Brush Removal	\$100 per hour
Graffiti Removal	\$100 per hour
Snow Removal	
1st Removal	\$100 per hour
2nd Removal	\$150 per hour
3rd and Subsequent Removal	\$200 per hour
Nuisance Abatement	\$200 per hour plus landfill fees
Nuisance Hearing Application Fee	\$25.00

**PART II: BUILDING AND CONSTRUCTION**

**Commercial Building Permits**

Commercial Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$2,000	\$27.00
\$2,001 to \$5,000	\$48.00
\$5,001 to \$100,000	\$48.00 plus \$4.28 per \$1,000 over \$5,000
\$100,000 to \$500,000	\$455 plus \$2.14 per \$1,000 over \$100,000
\$500,000 to \$1,000,000	\$1,311 plus \$1.60 per \$1,000 over \$500,000
\$1,000,000 and over	\$2,113 plus \$1.07 per \$1,000 over \$1,000,000

Commercial Plumbing Permits	
Permit Issuance Fee	\$18.25 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$150.00
\$5,001 to \$10,000	\$321.00

\$10,001 to \$25,000	\$428.00
\$25,001 to \$50,000	\$535.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

Commercial Mechanical Permits	
Permit Issuance Fee	\$37.50 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$150.00
\$5,001 to \$10,000	\$321.00
\$10,001 to \$25,000	\$428.00
\$25,001 to \$50,000	\$535.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

**Residential Building Permits**

Residential Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$500	\$24.00
\$501 to \$2,000	\$24.00 plus \$3.00 per \$100 over \$500
\$2,001 to \$40,000	\$69.00 plus \$11.00 per \$1,000 over \$2,000
\$40,001 to \$100,000	\$487 plus \$9.00 per \$1,000 over \$40,000
\$100,001 to \$500,000	\$1,027 plus \$7.00 per \$1,000 over \$100,000
\$500,001 to \$1,000,000	\$3,827 plus \$5.00 per \$1,000 over \$500,000
\$1,000,001 and over	\$6,327 plus \$3.00 per \$1,000 over \$1,000,000

For the purpose of determining the estimated cost of work for residential projects, the following minimum square footage valuations will be used for new residential construction, additions, remodels, and residential accessory buildings:

Dwelling Unit	\$81.52 per sq. ft.
Finished Basement	\$24.56 per sq. ft.
Unfinished Basement	\$16.40 per sq. ft.
Accessory Building (inc. attached garages)	\$19.14 per sq. ft.
Deck	\$14.41 per sq. ft.
Concrete Slabs & Driveway	\$3.45 per sq. ft.

Residential Plumbing Permits	
New Construction Plumbing Package	\$37.50 per dwelling unit
Permit Issuance Fee	\$18.25 plus the individual costs listed below:
Bathtub	\$6.50
Clothes Washer	\$4.25
Dish Washer	\$3.25
Floor Drain	\$4.25
Garbage Disposal	\$6.50
Laundry Tub	\$6.50
Lavatory	\$6.50
Lawn Irrigation System	\$16.00
Sewer Service Line	\$18.25
Shower	\$6.50
Sink	\$6.50
Water Closet	\$6.50
Water Conditioner	\$8.00
Water Heater	\$8.50
Water Service Line	\$18.25

Residential Mechanical Permits	
New Construction Plumbing Package	\$37.50 per dwelling unit
Permit Issuance Fee	\$18.25 plus the individual costs listed below:
Furnace Replacement	\$21.50
Central Air Replacement	\$21.50

**Miscellaneous Fees**

Fence Permit	\$16.00 or \$21.50 if easement encroachment
Building Moving Permit	\$75.00
Mobile Home Permit	\$27.00
Demolition Permit	\$30.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00
Pool and Spa Permit	\$125.00

**Inspections and Plan Review**

Inspection Fee	\$50.00 per inspection
Plan Review Fee	\$35.00 per hour
Certificate of Occupancy	\$125.00

### **Public Property and Right-of-way**

Barricade Fee	\$50.00 per day
Curb Cut Permit	\$8.50 per linear foot with a \$50.00 minimum
Excavation Permit	\$50.00
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00 plus \$0.25 per sq. ft. of sidewalk space

### **Signs and Awnings**

Sign Permit Fee	\$27.00 or \$1.00 per sq. ft., whichever is greater
Awning Permit Fee	\$40.00 or \$4.00 per sq. ft., whichever is greater

### **Specialized Trade and Contractor Licensing**

Examination Fees	
Master Plumber Contractor	\$50.00
Journeyman Plumber	\$50.00
Water Conditioning Contractor/Installer	\$50.00
License & Registration Fees	
Master Plumber Contractor	\$75.00
Journeyman Plumber	\$37.50
Plumber's Apprentice	\$25.00
Lawn Irrigation Contractor	\$25.00
Water Conditioning Contractor/Installer	\$75.00
Late Registration Fees	\$20.00 per month
Unregistered Work Penalty	\$200.00 each instance

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be four times the regular permit fee plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

## **PART III: LAND DEVELOPMENT, PLANNING, AND ZONING**

### **Land Use and Zoning Compliance**

Floodplain Development Permit	\$250.00
Certificate of Zoning Compliance	\$125.00
Zoning Enforcement Fee	\$50.00 per visit
Comprehensive Plan Amendment	\$300.00

### **Plat Review and Recording**

Preliminary Plat	\$1,000 plus \$10.00 per lot
Final Plat	\$600 plus \$10.00 per lot
Other Plats	\$425
Recording Fee	\$20.00 plus \$6.00 per page

### **Special Requests**

Special Exception Permit	\$160.00
Zoning Change	\$500.00
Variance Request	\$135.00

### **Subdivision Development**

Application Fee	\$50.00
Subdivision Review Fee	\$160.00
Inspection Fee	\$50.00 per inspection
Recording Fee	\$20.00 plus \$6.00 per page

## **PART IV: PUBLIC WORKS AND UTILITIES**

### **Electric Service**

#### **Residential Service Rates**

Residential Services, all classifications, per month	
Customer charge	\$17.00
Rate per kWh – Summer	\$0.1106 per kWh
Rate per kWh – Winter	\$0.1030 per kWh for first 650 kWh used; \$0.0813 per kWh over first 650 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

#### **General Service Rates**

General Services, all classifications except General Service; Demand, per month	
Customer charge, single phase service	\$31.44
Customer charge, three phase service	\$55.28
Rate per kWh – Summer	\$0.1127 per kWh
Rate per kWh – Winter	\$0.1127 per kWh for first 1,200 kWh used; \$0.0932 per kWh over first 1,200 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service; Demand, per month	
Customer charge	\$81.30
On-peak demand charge – Summer	\$28.73
On-peak demand charge – Winter	\$20.87
Off-peak demand charge – Summer	\$9.76
Off-peak demand charge – Winter	\$20.87
Rate per kWh – All seasons	\$0.0444 per kWh

### Large Power Service Rates

Large Power Service; LP1, per month	
Customer charge	\$205.96
On-peak demand charge – Summer	\$26.02
On-peak demand charge – Winter	\$20.33
Off-peak demand charge – Summer	\$8.13
Off-peak demand charge – Winter	\$0.00
Rate per kWh – All seasons	\$0.0390 per kWh

Large Power Service; LP2, per month	
Customer charge	\$205.96
On-peak demand charge – Summer	\$26.02
On-peak demand charge – Winter	\$18.97
Off-peak demand charge – Summer	\$8.13
Off-peak demand charge – Winter	\$0.00
Rate per kWh – All seasons	\$0.0379 per kWh

### Irrigation Service Rates

Customer charge	\$43.36
On-peak HP charge	\$92.14
Off-peak HP charge	\$31.44
Rate per kWh	\$0.0813 per kWh

The rates above are for the Irrigation Season from June 1 through September 30. During the Off-season, the energy charge for all kWh used is based on the General Service G rate. There is a minimum seasonal charge that is the greater of: the HP charge or \$120. The billing HP is the nameplate rating of the motors connected to this service classification.

### Lighting Service Rates

City Street Lighting (SL), per month	
Customer charge	\$7.05

Rate per kWh – Summer	\$0.0565 per kWh
Rate per kWh – Winter	\$0.0603 per kWh

Rental Lighting (PL)	
Customer charge	\$7.05
PL1 – 175 watt mercury vapor light	\$8.16 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.37 per fixture
PL3 – 400 watt mercury vapor light	\$14.05 per fixture
PL4 – 400 watt sodium vapor light	\$14.05 per fixture
PL7 – 1,000 watt mercury vapor light	\$21.17 per fixture

Rental Lighting (ML)	
Customer charge	\$7.05
ML1 – 175 watt mercury vapor light	\$4.39 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.16 per fixture
ML3 – 400 watt mercury vapor light	\$5.44 per fixture
ML4 – 400 watt sodium vapor light	\$5.12 per fixture
ML7 – 1,000 watt mercury vapor light	\$6.81 per fixture

### **Cogeneration Rates**

Owners of small power and energy production facilities must enter into a small power and cogeneration agreement with the City.

Cogeneration CG1	
Customer charge – 240 volts or less	
Single phase meter	\$13.00 per meter
Three phase meter	\$29.00 per meter
Customer charge – Over 240 volts	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

Cogeneration CG2	
Customer charge – All voltages	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

The rate per kWh for energy purchased by the City will have a fuel and energy adjustment applied to the electric rate classification for retail power and energy sales to the producer, based on the pooled energy adjustment assessed by the City's power supplier.

**Production Cost Adjustment**

The base production cost presently in effect is \$0.07524 per kWh, including purchased power costs and transmission service.

**Fees and Charges**

Service Deposits	
Residential Services	
R and RL, except mobile homes	\$100.00
R and RL, mobile homes	\$250.00
RH and RHL, single-dwelling units	\$250.00
RH and RHL, multiple-dwelling units	\$150.00
General Services	
All general services	80% of the total amount of two months bills, with a minimum of \$50.00
Large Power Services	As set by contract with the City

The service deposits listed above shall apply to all new applications for electric service. The deposits do not apply to existing accounts or transfers of service within the service area of the City unless the customer’s rate classification changes.

Any service deposit collected according to this schedule from RH and RHL applicants may be reduced by thirty percent (30%) when a customer has maintained on-time payments for twelve consecutive months.

Connection Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer’s request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

**Sewer Service**

**Sewer Service Rates**

All Residential Service Classes	
Customer charge	\$29.70
Rate per 1,000 gallons of water consumption	\$2.63

All Commercial Service Classes	
Customer charge	\$32.40
Rate per 1,000 gallons of water consumption	\$2.63

All Industrial Service Classes	
Customer charge	\$3,000.00
Rate per 1,000 gallons of water consumption	\$1.84

- For Residential Service Classes, the variable rate is based on the average monthly water consumption for the lowest three months of water usage during the months of November, December, January, February, and March.
- For Commercial Service Classes, the variable rate may be based on the average monthly water consumption for the lowest three months of water usage during the months of November, December, January, February, and March or on the actual water consumption each month.
- For Industrial Service Classes, the variable rate is based on the actual water consumption each month.

Along with the general service rates listed in the table above, additional surcharge rates will be assessed to any customers who discharge high strength wastewater:

Surcharge Rates	
Biochemical Oxygen Demand	\$0.44 per pound of B.O.D.
Total Suspended Solids	\$0.22 per pound of T.S.S.
Total Kjeldahl Nitrogen	\$0.81 per pound of T.K.N.

### **Fees and Charges**

Tap Fees and Charges	
4" Sewer Service	\$615.00
Larger than 4" Sewer Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Service Deposits	
Residential Service Classes	\$10.00
Commercial Service Classes	150% of the average monthly charge
Industrial Service Classes	150% of the average monthly charge

Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00
Late Payment Charges	Additional 10%

Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

**Slug Treatment**

Slug Treatment Fees and Charges	
Service Charge	\$15.00 per visit
Load Charge, whichever is greater:	
Flat rate	\$20.00 per load
Variable rate	\$3.00 per 100 lbs. C.O.D. per load plus \$5.00 per 100 lbs. Dry Solids per load plus \$0.50 per 1,000 gallons of flow per load
Labor Charge	\$20.00 per man-hour
Supplies Charge	\$10.00 per barrel of grit

All slug delivered for treatment is subject to inspection. The City reserves the right to refuse any slug at any time and may require any person delivering slug for treatment to provide test results of the slug composition.

**Solid Waste Collection**

**Residential Rates**

Residential Rates, per month	
1 Cart	\$19.95
2 Carts	\$24.70
Yard Waste, optional	\$12.00

**Commercial Rates**

For the collection of solid waste and recyclable materials placed in approved carts or toters, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Carts/Toters		
Pickup Frequency (per week)	\$/month - 1 Cart/Toter	\$/month - 2 Carts/Toters
1 time	\$19.85	\$32.05
2 times	\$33.25	\$44.88
3 times	\$45.53	\$57.44
4 times	\$59.48	\$70.62
5 times	\$72.39	\$84.31
6 times	\$84.89	\$96.83

For the collection of solid waste and recyclable materials placed in approved dumpsters, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Dumpsters					
Pickup Frequency (per week)	\$/month per Dumpster Size (yards)				
	2 yards	3 yards	4 yards	6 yards	8 yards
1 time	\$55.56	\$72.71	\$97.02	\$145.54	\$194.06
2 times	\$84.28	\$108.46	\$193.88	\$291.09	\$388.12
3 times	\$112.00	\$145.42	\$291.09	\$436.64	\$581.89
4 times	\$157.33	\$182.37	\$388.12	\$582.19	\$776.25
5 times	\$201.39	\$219.32	\$485.16	\$727.74	\$970.32
6 times	\$241.66	\$256.27	\$582.19	\$873.30	\$1,164.39

**Transfer Station Rates**

For the deposit of solid waste and recyclable materials at the Transfer Station, the following rate schedules shall apply:

Transfer Station Rate Schedule – Household Trash	
Amount/Type	Rate
Trash bag (13 gal.)	\$1.00 per bag
Trash can/Toter	\$5.00 per can/toter
Car trunk load	\$11.00 per trunk load
Small Pickup load	\$16.00 per pickup load
Large Pickup load	\$27.00 per pickup load
Trailer load	\$44.00 per trailer load
Miscellaneous large items ( <i>i.e.</i> sofas, mattresses, etc.)	\$11.00 per miscellaneous large item

Transfer Station Rate Schedule – Construction Materials (Roofing, Shingles, Plaster, Wood)	
Amount/Type	Rate
Trash can/Toter	\$11.00 per can/toter
Small Pickup load	\$44.00 per pickup load
Large Pickup load	\$60.00 per pickup load
Trailer load	\$88.00 per trailer load

Transfer Station Rate Schedule – Recycling Materials	
Amount/Type	Rate
Recyclable Materials*	\$0.20 per pound (minimum of \$1.00)

\*Recyclable materials includes: cardboard, aluminum, tin, mixed paper, empty aerosol cans, and plastics numbered 1-7.

**Water Service**

**Service Charge**

The monthly service charge for all customer classifications except cash water sales is determined by the size of the meter through which the customer receives service:

Meter Size	Meter Equivalent	Monthly Service Charge
3/4"	1.67	\$17.77
1"	2.67	\$29.05
1 1/2"	3.33	\$58.84
2"	5.33	\$94.05
3"	10.00	\$175.56
4"	16.66	\$293.21

**Water Service Rates**

The following monthly water service rates are determined by the amount of water passing through the meter:

General Service Rate, per month	
First 50,000 gallons used	\$1.00 per 1,000 gallons
Over the first 50,000 gallons used	\$0.83 per 1,000 gallons
Off-peak Service Rate, per month	
	\$0.60 per 1,000 gallons
Cash Water Sales	
Service charge	\$3.00
Rate per 1,000 gallons	\$4.00

**Fees and Charges**

Service Deposits	
Permanent meters	\$10.00
Mobile service meters	\$100.00

Tap Fees and Charges	
3/4" water service	\$588.00 plus \$9.50 per foot over 60 feet
1" water service	\$642.00 plus \$11.00 per foot over 60 feet
1 1/2" water service	\$883.00 plus \$15.00 per foot over 60 feet
2" water service	\$1,284.00 plus \$21.50 per foot over 60 feet
Larger than 2" Water Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Connection Charges	
Lots up to 44' of frontage	\$308.00
Lots over 44' of frontage	\$7.00 per foot of frontage
Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00

Maintenance Service Charge	\$10.00 per month
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Customers will not be charged for service calls unless the service issues are due to the customer's actions or facilities or caused by freezing or mechanical damage. In such events, there will be a \$35.00 service call charge plus labor and materials.

**RESOLUTION 2021-06**

**FINAL ACCEPTANCE OF PROJECT CONSTRUCTION**

City of Crete

Resolution No. 2021-06

**Whereas:** City of Crete (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

**Whereas:** The project construction has been tentatively accepted and the State, on LPA's behalf, has recommended that the project is ready for final acceptance;

**Whereas:** The LPA Program Agreement requires the city to review and formally approve State's recommendation that the project is ready for final acceptance;

**Whereas:** City has reviewed the State's recommendation and agrees that the project has been constructed according to the plans, specifications and any change order(s) and that the construction is ready for final acceptance;

**Whereas:** City believes that the traffic control and permanent signs on the project are appropriate, have been properly placed and are acceptable to the City.

**Be It Resolved by the City Council of the City of Crete that:**

The Mayor, David Bauer, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City's final acceptance of the project construction.

The permanent signing and traffic control on the project are appropriate, have been properly placed and are acceptable to City. The City hereby accepts maintenance of the project and agrees to meet all environmental and other commitments related to the project.

NDOR Project Number: BRM-7076(24)

NDOR Control Number: 13361

NDOR Project Description: Crete Tuxedo Park Rd

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Month) (Year)

The City Council of the City of Crete, Nebraska

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

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed as adopted

CITY OF CRETE  
Mayor David Bauer

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk Signature

## **ORDINANCE NO. 2126**

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

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

**Section 1.** That, pursuant to Neb. Rev. Stat. § 16-117, all of the lands, lots, tracts, streets, and highways that encompass West Crete Addition, Saline County, Nebraska should be included within the corporate limits of the City of Crete. Said lands, lots, tracts, streets, and highways are depicted in the attached annexation plat and include:

All of the lands lots, tracts, streets, and highways located in the SE 1/4 of Section 28, Township 8N, Range 4E of the 6th P.M., Saline County, Nebraska that are bordered by, and include, 15th Street to the north, 13th Street to the south, Arizona Avenue to the west, and Utah Avenue to the east.

**Section 2.** That the land described above is contiguous or adjacent to the corporate limits of the City and of an urban or suburban character and shall hereby be annexed into and included within the corporate limits of the City of Crete.

**Section 3.** That said land shall remain zoned as R-3 Multi-Family Residential District as set forth in the zoning regulations of Chapter 11, Article 2 of the Crete Municipal Code.

**Section 4.** That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

**Section 5.** That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

**Section 6.** That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 15th day of June 2021.

---

Mayor

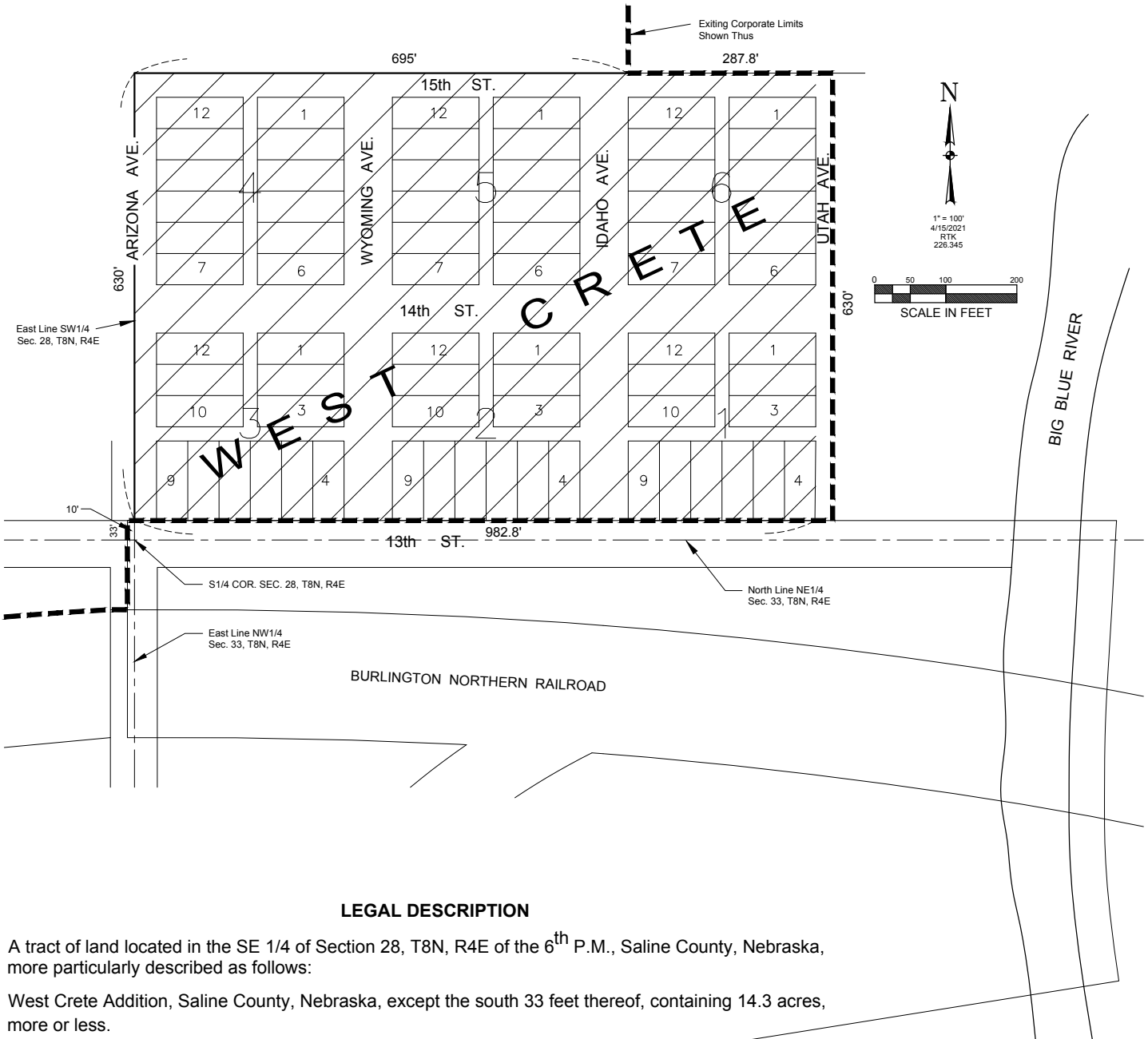
ATTEST:

---

City Clerk

# ANNEXATION TO THE CITY OF CRETE, NEBRASKA

PART OF THE SE1/4 OF SECTION 28, T8N, R4E  
OF THE 6th P.M., SALINE COUNTY, NEBRASKA



## LEGAL DESCRIPTION

A tract of land located in the SE 1/4 of Section 28, T8N, R4E of the 6<sup>th</sup> P.M., Saline County, Nebraska, more particularly described as follows:

West Crete Addition, Saline County, Nebraska, except the south 33 feet thereof, containing 14.3 acres, more or less.

## SURVEYOR'S CERTIFICATE

I, Lynn D. Birkel, a registered surveyor of the State of Nebraska, hereby certify that this plat was prepared under my direction on April 13, 2021; that all dimensions are in feet and are correct to the best of my knowledge and belief.



Lynn D. Birkel, Nebraska L.S. #497  
GILMORE & ASSOCIATES, INC.

## **ORDINANCE NO. 2128**

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE SALE OF REAL ESTATE OWNED BY THE CITY; TO DIRECT THE CONVEYANCE OF SUCH REAL ESTATE; AND TO PROVIDE NOTICE AND PUBLICATION OF THE SALE.**

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

**Section 1.** That it is in the best interests of the City for the following described real estate to be sold and conveyed:

**Lot Eight and the east one-half (1/2) of Lot Nine, Block One, Original City of Crete, Saline County, Nebraska.**

**Section 2.** That the sale of said real estate shall be to Blue River Arts Council, Inc. for an amount not less than Ninety Thousand Dollars (\$90,000) and under such terms and conditions as may be negotiated by the Mayor or his designee.

**Section 3.** That notice of the sale and the terms thereof shall be published for three consecutive weeks in a legal newspaper of general circulation in the City of Crete in order to afford the public such rights of remonstrance as are provided for by law.

**Section 4.** That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

**Section 5.** That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

**Section 6.** That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 1st day of June 2021.

---

Mayor

ATTEST:

---

City Clerk

# LEGISLATIVE BULLETIN

## LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, First Session

May 21, 2021 - Bulletin 21



---

## ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 51 (Lathrop, Pansing Brooks, DeBoer, McCollister): LAW ENFORCEMENT BILL - Passed on Final Reading on May 20, 40-1-7; Please forward to your Police Chief**
  - **LB 388: Legislature adopts Broadband Bridge Act**
  - **LB 131: Senators adopt Urban Affairs Committee Priority Bill, including aid to municipalities owning, operating natural gas systems**
  - **LB 285: Legislature adopts bill outlining new timeline for redistricting**
  - **LB 26: Lawmakers pass bill on exempting residential water consumption from sales tax**
  - **LB 664: Legislature adopts bill to increase distributions from the Mutual Finance Assistance Fund**
  - **LB 644: Bill creating the Property Tax Request Act adopted by the Legislature**
  - **LB 432: Bill containing the Firefighter Cancer Benefits Act for paid and volunteer firefighters adopted by the Legislature**
  - **LB 40: Bill to adopt the Nebraska Rural Projects Act enacted by Legislature**
  - **LB 39 (Lindstrom): Legislature passed bill to change provisions regarding the Convention Center Support Fund and the Sports Arena Facility Financing Assistance Act and provide for grants for cities of the first class with creative districts**
  - **LB 139 (Briese, Williams): Legislature passed bill to prospectively limit COVID-19 liability for municipalities and other political subdivisions as well as businesses, non-profit organizations and certain other entities in the public and private sectors**
  - **LB 561 (Briese): Legislature passed bill to implement casino gambling initiatives passed in November 2020 to rename and change powers and duties of the State Racing Commission and provide regulation and enforcement regarding sports wagering and other gambling activities at licensed racetrack enclosures**
  - **LR 229: Legislature honors Hanson's 43 years as key state employee**
-

## LB 51 (Lathrop, Pansing Brooks, DeBoer, McCollister): LAW ENFORCEMENT BILL - Passed on Final Reading on May 20, 40-1-7; Please forward to your Police Chief

On May 20, the Legislature passed **LB 51** with 41 Senators voting “yes,” Sen. Groene voting “no,” and the following seven Senators “present and not voting”: Albrecht, Clements, Erdman, Ben Hansen, Lowe, Sanders and Slama. LB 51 passed incorporating provisions of the “negotiated agreements” with Sen. Steve Lathrop (and the FOP) with: 1) the League and NSA; 2) Sen. Flood’s **BADGE** amendment; and 3) Sen. Brewer’s two amendments which a) reinstates authority for “reserve officers,” subject to essentially the same limitations as “noncertified conditional officers”; and b) requires the Crime Commission to prioritize smaller law enforcement agencies in awarding grants as provided in the bill.

[Click here](#) for the Final Reading copy of LB 51.

### BACKGROUND

As previously reported, on March 19, the League Executive Board accepted a League staff recommendation to approve the “proposed negotiated agreement” with Sen. Lathrop and support the bill. Clearly, the “proposed negotiated agreement” does not address all of the many concerns expressed to the League by Police Chiefs and other municipal officials from cities of the first class, second class and villages. Notwithstanding, the “negotiated agreement” reflected in AM745 was adopted on General File on April 21, making

**SIGNIFICANT amendments to LB 51 so the bill would be more workable for police departments across the state. AM745 was approved with 41 ayes, 0 nays, 2 present and not voting and 6 excused and not voting.**

As reported in numerous *League Legislative Bulletins* and emails, LB 51 (as originally introduced) was strongly **OPPOSED** by the **League, Nebraska Sheriffs Association (NSA) and Greater Cities of Nebraska.**

Representatives of the **Fraternal Order of Police (FOP), Police Chiefs Association of Nebraska (PCAN), United Cities of Sarpy County and ACLU of Nebraska** testified with others in **SUPPORT** of LB 51 (as originally introduced).

[Click here](#) for **Standing Committee Amendment (AM745), a “WHITE COPY” of LB 51 incorporating the negotiated agreement by the League and the Nebraska Sheriffs Association (NSA) with Sen. Lathrop (and the FOP).**

[Click here](#) for the **Judiciary “Committee Statement”** summarizing sections of LB 51 as originally introduced; the **League modified the “Committee Statement” in red, incorporating the Standing Committee Amendment (AM745) adopted on General File.**

[Click here](#) for **AM872**, Sen. Flood’s amendment to AM745 (on behalf of PCAN) to allow “noncertified

2021  
LEGISLATIVE  
SESSION



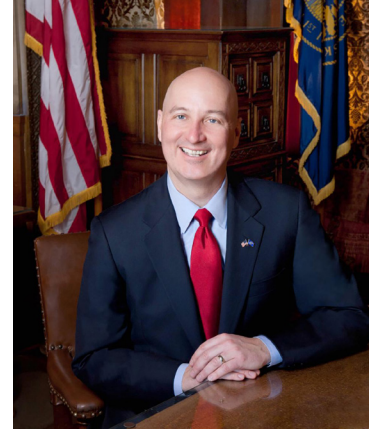
conditional officers” to wear a **BADGE**, by striking line 24 on page 35 of AM745. *Thanks to the Police Chiefs of Cozad, Gordon and Gothenburg, the League and NSA were successful in negotiating provisions with Sen. Lathrop and the FOP to authorize “noncertified conditional officers”;* Sen. Lathrop and the FOP agreed to allow “noncertified conditional officers” to carry a firearm after completion of training requirements and perform other law enforcement duties under the direct guidance and authorization of an approved field training officer, but would not agree to allow such “noncertified conditional officers” to wear a badge. On behalf of PCAN, Sen. Flood was successful in convincing Sen. Lathrop to support AM872.

**Thanks again to Sen. Lathrop** for accepting the “proposed negotiated agreement” (AM745) after spending several hours negotiating in good faith with the League and NSA to address some of our most important issues and concerns about the effects of LB 51, especially on smaller law enforcement agencies.

## LB 388: Legislature adopts Broadband Bridge Act

On May 20, the Legislature adopted and presented to the Governor for his signature, **LB 388**, introduced by Henderson **Sen. Curt Friesen**, at the request of the Governor. LB 388 would adopt the Nebraska Broadband Bridge Act that would do a number of things, including creating a \$40 million fund to enhance rural broadband development. The \$40 million would be allocated out as \$20 million in this fiscal year and \$20 million in next fiscal year. The broadband development also would

have to be at higher speeds than currently required under Nebraska law to obtain funding. LB 388 was supported by the Governor, the League, the Public Service Commission, the Nebraska Public Power District, the Nebraska Farm Bureau, the Nebraska State Education Association, the Nebraska Telephone Association, the Nebraska Internet and Television Association, Allo Communications, Century Link, the Nebraska Farmers Union, Blueprint Nebraska, AARP, the Center for Rural Affairs and many others.



*Gov. Pete Ricketts*

## LB 131: Senators adopt Urban Affairs Committee Priority Bill, including aid to municipalities owning, operating natural gas systems

Earlier this week, the Legislature adopted and sent to the Governor for his signature, **LB 131** that was amended to appropriate \$4 million for a grant program to municipalities, which own or operate a natural gas plant or natural gas system to cover up to 80 percent of extraordinary costs incurred by the municipality as a result of the February extreme weather event. As amended on Select File, extraordinary costs is defined as “expenses that exceed the usual average, or budgeted costs related to procuring and delivering natural gas, including the purchase of spot or incremental natural gas, costs related to propane injection, and pipeline charges beyond the scope of normal and customary



*Sen. Justin Wayne*

charges.” This bill's main sponsor is Omaha Sen. Megan Hunt.

Omaha Sen. Justin Wayne is Urban Affairs Committee chair.

## Legislative hot line offered

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 285: Legislature adopts bill outlining new timeline for redistricting

LB 285, introduced by Gordon Sen. Tom Brewer that outlines how the state and political subdivisions will handle redistricting because the delayed census data, was adopted by the Legislature on a 45-0 vote.

The bill contains the emergency clause so it will go into effect after being signed by the Governor.

In response to concerns raised by League members, the Legislature adopted AM1354 which provides that a city of the first class, a city of the second class or village requesting the adjustment of the boundaries of election districts shall provide to the election commissioner or county clerk (a) written notice of the need and necessity of his or her office to perform such adjustments and (b) a revised election district boundary map that has been ap-

proved by the requesting city council and subjected to all public review and challenge ordinances of the city/village by Dec. 30, 2021. The revised election district boundary map shall be adopted by ordinance.

Such ordinance shall be read by title on three different days unless three-fourths of the city council members vote to suspend this requirement.

The new redistricting timeline under LB 285 is as follows:

**By Aug. 16, 2021:**

Legacy Format Data delivered to the State of Nebraska.

**Aug.-Sept. 2021:**

Special Session of the Legislature can be held.

**Oct. 2021:**

Counties draw precinct boundar-

ies.

**Nov. 1, 2021:**

Deadline for County Election Officials to provide precinct maps to the municipalities and other political subdivisions within their jurisdictions.

**Dec. 30, 3021:**

Deadline for municipalities and political subdivisions to provide boundary lines to county election officials.

**Jan. 5, 2022:**

Final deadline for any boundary adjustments to be made to be in effect for the 2022 Primary Election; Deadline for Political Subdivisions to certify their 2022 elections; and Start of the 2022 candidate filing period.

## LB 26: Lawmakers pass bill on exempting residential water consumption from sales tax

On May 20, the Legislature adopted and presented to the Governor for his signature, LB 26 introduced by Omaha Sen. Justin Wayne. LB 26 would exempt residential water consumption from sales and use taxes. 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, the City of Lincoln and a representative from the League. Testifiers acknowledged that there are policy concerns with taxing drinking water and not bottled water. However, the current revenues are imbedded in the current taxation system and removing these revenues will create a budget deficit. The effective date of LB 26 is Oct. 1, 2021.

## LB 664: Legislature adopts bill to increase distributions from the Mutual Finance Assistance Fund

On May 19, the Legislature adopted LB 664, which amends the Mutual Finance Assistance Fund Act to add a \$10,000 payment for each rural and suburban fire protection district, or each village, city of the second class, or rural or suburban fire district in a Mutual Finance Organization.

The bill was passed on the final round of debate on a 47-0 vote. It was presented to the Governor May 19.

## **LB 644: Bill creating the Property Tax Request Act adopted by the Legislature**

The Legislature May 19 gave final round approval to **LB 644** on a 42-0 vote. The bill, introduced by **Sen. Ben Hansen** of Blair, creates the Property Tax Request Act and requires certain political subdivisions requesting more property tax dollars than the prior year to participate in a joint public hearing at the same time on the same day.

**Background:** The League, along with counties, school districts and community colleges worked on an amendment to LB 644 to make the bill more workable. That amendment, AM1019, was adopted on Select File and includes the following provisions:

- The amendment provides that if a county, city, school district, or community college decides to increase its property tax request by more than the allowable growth percentage, those political subdivisions need to hold a joint public hearing.
- Allowable growth percentage is defined as a percentage equal to the sum of 2 percent plus the political subdivision's real growth percentage.
- Real growth percentage means the percentage obtained by dividing the political subdivision's real growth value by the political subdivision's total real property valuation from the prior year. Real growth value includes the increase in a political subdivision's real property valuation from the prior year to the current year due to
  - improvements to real property because of new construction and additions to existing buildings;
  - any other improvements to real property which increase the value of such property;
  - annexation of real property by the political subdivision, and
  - a change in the use of real property; and
  - the annual increase in the excess value for any tax increment financing project.
- Excess value means an amount equal to the assessed value of the real property included in a TIF project minus the redevelopment project valuation.
- The amendment also defines the terms property tax request, redevelopment project valuation and tax increment financing project.
- The amendment clarifies that only counties with a population of greater than 25,000 inhabitants are required to post notice of the joint public hearing on their website.
- The amendment provides an outline on the process for the county to collect the information to be included on the postcard and mail the postcard seven calendar days before the joint public hearing. The cost of creating and mailing the postcards, including staff time, materials and postage will be divided among the political subdivisions participating in the joint public hearing.
- The timeline for the joint public hearing and the filing of the budget is also changed. The joint public hearing is required to be held on or after Sept. 17 and prior to Sept. 29. The date to file the budget is changed to Sept. 30. The deadline for the county board of equalization to levy necessary taxes is changed to "on or before Oct. 20th." Clarifying changes suggested by the State Auditor's office also are made regarding the levy requests to the county board of equalization.
- The amendment clarifies that each political subdivision will designate one representative to attend the joint public hearing on behalf of the political subdivision. Also clarified is that the joint public hearing will be held after 6 p.m. local time.
- The amendment provides that any member of the public will be allowed to speak at the joint public hearing and will be given a reasonable amount of time to do so. This language is consistent with language regarding the public speaking at the hearing on the proposed budget statement.
- The amendment adds language that an inadvertent failure to comply with the Property Tax Request Act shall not invalidate the property tax request or constitute an unauthorized

*Continued on page 6*

## LB 432: Bill containing the Firefighter Cancer Benefits Act for paid and volunteer firefighters adopted by the Legislature

LB 432 was given final approval by the Legislature May 21 after overcoming a filibuster. The bill, which contains the Firefighter Cancer Benefits Act, was adopted on a 42-1 vote and was presented to the Governor May 21.

As background, the Revenue Committee amended LB 299 in LB 432. LB 299, introduced by Sen. Mike McDonnell of Omaha, creates the Firefighter Cancer Benefits Act. The League negotiated a compromise amendment that includes the following:

1. Expenses for the Firefighter Cancer Benefit Act are outside the lid and levy restrictions.
2. The eligibility of benefits is reduced from 60 to 36 months after the cessation of status as firefighter. The amendment also provides that if a fire-

fighter has a physical examination during the 36 months of eligibility that reveals evidence of cancer, the firefighter shall be eligible for benefits even if such benefits are paid after the 36-month eligibility period ends.

3. Additional standards for eligibility are included. The original bill required that a firefighter is eligible for the cancer insurance benefits if a) he or she passes a physical examination which fails to reveal any evidence of cancer and b) he or she serves at least 12 consecutive months as a firefighter. The amendment changes and adds to these standards of eligibility. First, the amendment requires that a person be a firefighter for two consecutive years, not 12

months. Secondly, the amendment requires the firefighter to "have been actively engaged in fire suppression at an actual fire or fire training event and wear all available personal protective equipment when fighting any fire, including a self-contained breathing apparatus when fighting structure fires."

4. The State Fire Marshal is required to issue a report regarding firefighters including the type of department, including fire and rescue and fire only; the number of firefighters, including paid, paid per call and unpaid; department classification including all paid departments, all volunteer departments and combination paid and volunteer fire depart-

*Continued on page 7*

## LB 644: Bill creating the Property Tax Request Act adopted by the Legislature

*Continued from page 5*

levy. Also, the failure of a taxpayer to receive a postcard shall not invalidate the property tax request or constitute an unauthorized levy.

- Finally, the amendment requires the county clerk or his or her designee to prepare a report of the joint public hear-

ing that includes the names of the representatives from the political subdivisions and the names and addresses of each person who speaks at the joint public hearing and the name of any organization they represent. The report needs to be delivered to the political subdivisions participating in the

joint public hearing within 10 days after the hearing.

There was an additional amendment adopted on Select File requiring that notice of the joint hearing be published in a legal newspaper in or of general circulation in the relevant county.

This bill was presented to the Governor May 19.

## LB 40: Bill to adopt the Nebraska Rural Projects Act enacted by Legislature

The Legislature adopted **LB 40** on a 49-0 vote May 19. The bill creates the Nebraska Rural Projects Act and provides state matching funds for communities to build new industrial rail access business parks. The bill was presented to the Governor May 19, 2021.

### Background:

LB 40, introduced and prioritized by Sen. Mike Groene of North Platte, creates the Nebraska Rural Projects Act (Act). At the public hearing before the Revenue Committee, several proponents, including the League, expressed their strong support for the bill. Proponents included: North Platte Chamber & Development Corp; Lincoln County Commissioners; Nebraska Association of County

Officials; Open Sky Policy Institute; and Seward County Chamber & Development Partnership. There were no opponents to the bill.

LB 40 provides state matching funds for the development of new industrial rail access business parks in counties with a population of less than 100,000 inhabitants. Applicants must file an application with the Director of the Department of Economic Development no later than June 30, 2023 to qualify. A project is defined as expenses incurred or to be incurred at one qualified location for site acquisition and preparation, utility extensions and rail spur construction for the new business park. This includes expenses incurred to assist an initial tenant that conducts business

2021  
LEGISLATIVE  
SESSION



in the manufacturing, processing, distribution or transloading trades.

Agreements may not last more than 10 years after the date of application. Matching funds are to be disbursed on an annual basis. An applicant is entitled to receive matching funds from the State of Nebraska: for any amount of investment up to \$2,500,000 made by the applicant by the end of the transformational period, the applicant is entitled to receive \$2 of matching funds for each such dollar of investment; and for any amount of investment in excess of \$2,500,000 made by the applicant by the end of the transformational period, the applicant is entitled to receive \$5 of matching funds for each such dollar of investment.

No more than \$50 million of matching funds will be paid in total under the Nebraska Rural Projects Act and no more than \$30 million of matching funds can be paid for any one project.

## LB 432: Bill Containing the Firefighter Cancer Benefits Act adopted

*Continued from page 6*

ments; and the number of fire stations.

5. A report also is required by the fire chief if firefighters are being provided cancer benefits. The amendment provides that "if the firefighters in a fire department are being provided cancer benefits under the Firefighter Cancer Benefits Act, the fire chief of such fire department, or his or her designee, shall submit an

annual report to the governing body of the rural or suburban fire protection district, airport authority, city, or village served by such fire department listing the total number of fire suppression incidents occurring during the most recently completed calendar year. Such report shall be submitted on or before Feb. 15, 2023, and on or before Feb. 15 of each year thereafter."

## **LB 39 (Lindstrom): Legislature passed bill to change provisions regarding the Convention Center Support Fund and the Sports Arena Facility Financing Assistance Act and provide for grants for cities of the first class with creative districts**

LB 39 amends the **Sports Arena Facility Financing Assistance Act** in Chapter 13, Article 31 of the Revised Statutes of Nebraska. On May 20, the Legislature passed LB 39 on Final Reading with the emergency clause attached with 45 Senators voting “yes”, zero voting “no” and four Senators “present and not voting” (Clements, Erdman, Ben Hansen and Slama).

As outlined in the Committee Statement, LB 39 adds new definitions to an “eligible sports arena facility” to the **Sports Arena Facility Financing Assistance Act**. The first new definition is for any “**sports complex**” which would include concession areas, parking facilities and onsite administrative offices connected with operating the sports complex. The second new definition is for a “**multipurpose field**” defined to mean a rectangular field of grass or synthetic turf which is primarily used for competitive field sports. The bill also defines “**project completion date**” to include projects involving the acquisition or construction of any eligible sports arena facility, the date of initial occupancy of the facility following the completion of such acquisition or construction, or for all other projects, the date of completion of the project for which state assistance is received.

To qualify for the state sales tax

turn back, a “**sports complex**” is defined as a facility that includes indoor areas, outdoor areas, or both, be primarily used for competitive sports and contains at least 12 separate sports venues if located in a **city of the metropolitan class**; six separate sports venues if located in a **city of the primary class**; or four separate sports venues if located in a **city of the first class, second class, village or county** (outside the corporate limits of any city or village). The bill also was amended to include a facility in an economic redevelopment area or in an opportunity zone designated pursuant to the federal Tax Cuts and Jobs Act (Public Law 115-97).

The Revenue Committee advanced LB 39 to General File with Standing Committee Amendments (described above) which were adopted to add a definition for “**applicant**,” which includes a political subdivision or a public-private partnership between a political subdivision and a non-profit organization. The Standing Committee Amendments also establish separate sections for “eligible sports arena facilities” that are a “sports complex” or are not a sports complex and clarifies the exterior boundaries of a sports complex. In addition, the Standing Committee Amendments clarify that for any sports complex approved on or after the effective

2021  
LEGISLATIVE  
SESSION



date of the act **30 percent of the state’s sales tax turn back shall be transferred to the “Support the Arts Cash Fund.”** For any other existing eligible sports arena, the 30 percent continues to be transferred to the Civic and Community Center Financing Fund (CCCFF). **The funds transferred to the “Support the Arts Cash Fund” is to be used for competitive grant programs for cities of the first class that have a “creative district” within their boundaries as defined in subdivision (5) of Section 82-312.** There are restrictions on the use of the grant funds and additional requirements for providing the grants. Any grant awarded must be at least equal to \$1,500,000.

It should be noted that the amount of funds will be limited since the funding is directly tied to only those projects eligible pursuant to the bill.

## ***LB 139 (Briese, Williams): Legislature passed bill to prospectively limit COVID-19 liability for municipalities and other political subdivisions as well as businesses, non-profit organizations and certain other entities in the public and private sectors***

Thanks to Albion **Sen. Tom Briese** and Gothenburg **Sen. Matt Williams** for introducing **LB 139** to provide targeted liability relief related to the COVID-19 pandemic to safeguard municipalities and other political subdivisions, businesses, non-profit organizations, educational institutions and healthcare providers/facilities from unfair lawsuits. These liability protections are limited in scope and preserve recourse for anyone harmed by a truly “bad actor” who engages in egregious misconduct. LB 139 (as originally introduced) was significantly amended by the Judiciary Committee’s Standing Committee Amendments which were adopted on General File.

On May 20, the Legislature passed LB 139 with the emergency clause attached with 41 Senators voting “yes,” Sen. Hunt voting “no,” five Senators “present and not voting” (Albrecht, J. Cavanaugh, M. Hansen, McKinney, Pansing Brooks) and two Senators “excused and not voting” (Briese, Erdman).

Thanks to the **Nebraska Chamber, Greater Omaha Chamber of Commerce** and **Lincoln Chamber of Commerce** for leading this effort on behalf of numerous statewide organizations and entities in the public and private sectors. [Click here](#) for a letter dated Jan. 7, 2021, which includes the logos of many

supporters of the legislation joining the **League**, NACO, Nebraska Bankers Association, Nebraska Retail Federation, Nebraska Hospital Association, Nebraska Healthcare Association, Nebraska Insurance Federation and many others.

LB 139 (as amended and passed on Final Reading) is referred to as the “**COVID-19 Liability Act.**”

LB 139 defines “person” to include “an employee, director, governing board, officer, agent, independent contractor, or volunteer of a person listed in subdivision (3)(a) of this section.” **The main provision of LB 139 (as amended) provides in Section 3: “A person may not bring or maintain a civil action seeking recovery for any injuries or damages sustained from exposure or potential exposure to COVID-19 on or after the effective date of this act if the act or omission alleged to violate a duty of care was in substantial compliance with any federal public health guidance that was applicable to the person, place, or activity at issue at the time of the alleged exposure or potential exposure.”**

Section 4 of LB 139 as passed on

2021  
LEGISLATIVE  
SESSION



Final Reading provides that the COVID-19 Liability Act shall not be construed to: “(1) create, recognize, or ratify a claim or cause of action of any kind; (2) eliminate or satisfy a required element of a claim or cause of action of any kind; (3) affect rights or coverage limits under the Nebraska Workers’ Compensation Act; (4) abrogate, amend, repeal, alter, or affect any statutory or common law immunity or limitation of liability; or (5) constitute a waiver of the sovereign immunity of the State of Nebraska or any political subdivision of the state.”

Omaha Sen. Steve Lathrop, Chair of the Judiciary Committee, was successful in amending LB 139 to insert Sections 5-9 now referred to as the “Healthcare Crisis Protocol Act.”

**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 561 (Briese): Legislature passed bill to implement casino gambling initiatives passed in November 2020 to rename and change powers and duties of the State Racing Commission and provide regulation and enforcement regarding sports wagering and other gambling activities at licensed racetrack enclosures***

On May 20, the Legislature passed **LB 561** with the emergency clause attached (the Third Final Reading copy of LB 561) with 44 Senators voting “yes,” three Senators voting “no” (Clements, Erdman, McKinney) and two Senators “present and not voting” (Lowe, Pahls); it was necessary to have a third Final Reading copy since LB 561 was brought back from Final Reading twice to Select File for various amendments.

The General Affairs Committee’s Standing Committee Amendments to LB 561 incorporated many provisions of LB 560 to create the necessary statutory structure for casino gambling in Nebraska following overwhelming support for the three casino gambling initiatives approved by voters in November 2020. LB 561 (as amended and passed on Final Reading) renames the State Racing Commission to the State Racing and Gaming Commission and provides regulatory authority over games of chance as authorized by the Nebraska Race-track Gaming Act.

The General Affairs Committee’s Standing Committee Amendments would have amended the Nebraska County and City Lottery Act to allow keno to be played on

an electronic ticket as well as paper tickets; payment for these types of electronic games would have been limited to cash, coins, a debit card or a direct link to an account with the financial institution in the name of the player but credit cards would not have been accepted. **These provisions of the Standing Committee Amendments relating to keno were stricken from the bill.**

However, Sen. Lathrop was successful in amending LB 561 with AM1427 (to the “Second Final Reading” copy of the bill) to create parity between keno parlors and casinos by restricting individuals at keno parlors and casinos from participating in keno games via mobile device. In addition to Sen. Lathrop’s amendment to level the playing field for keno parlors, his amendment also bans casino sports betting on games involving teams when they are competing within the state, i.e., Husker football home games. Sen. Lathrop, in advocating for adoption of his amendment, stated that both amendments were necessary to stop a filibuster preventing passage of the bill.

Under the terms of the initiative which passed in November 2020, 70 percent of the revenue generated

2021  
LEGISLATIVE  
SESSION



by the 20 percent tax on casino gambling will be dedicated to property tax relief. Casino gambling will be allowed at the six existing racetracks. It is anticipated that the casinos in Iowa will have significantly fewer Nebraskans crossing the border to gamble.

## LR 229: Legislature honors Hanson's 43 years as key state employee

Lawmakers May 21 adopted [LR 229](#) recognizing **Hickman Mayor Doug Hanson** for his service as a state employee for 43 years. He has served as the Administrator of the Nebraska Department of Administrative Services 309 Task Force for Building Renewal and the Administrator of the State Building Division. He is a past president of the League of Nebraska Municipalities and serves as chair of the Smaller Cities Legislative Committee and chair of the League Association of Risk Management. Mayor Hanson plans to retire from the state June 4.



*Top: Gov. Pete Ricketts congratulates Hickman Mayor Doug Hanson on his extraordinary career in state government.*

*Bottom: Thanks to Sen. Myron Dorn of Adams for sponsoring LR 229 to honor Hickman Mayor Doug Hanson's career in state government.*



# LEGISLATIVE BULLETIN

## LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, First Session

May 28, 2021 - Bulletin 22



### ITEMS OF INTEREST TO MUNICIPALITIES

- Legislature adjourns sine die; redistricting special session likely this fall
- **LB 388:** Governor signs Broadband Bridge Act
- **LB 644:** Bill creating Property Tax Request Act enacted into law
- **LB 579:** Bill to require Annual Report on Expressway Systems adopted, signed into law
- **LB 26:** Governor signs bill to exempt residential water use from sales tax
- 2021 Interim Study Resolutions of Interest to Municipalities
- **LB 131:** Governor signs bill that includes aid to municipalities owning and operating natural gas systems
- **LB 664:** Governor signs bill to increase distributions from Mutual Finance Assistance Fund
- **LB 561E (Briese):** Governor signs bill to implement casino gambling initiatives passed in November 2020 to rename and change powers and duties of State Racing Commission and provide regulation and enforcement regarding sports wagering and other gambling activities at licensed racetrack enclosures
- **LB 51 (Lathrop, Pansing Brooks, DeBoer, McCollister): LAW ENFORCEMENT BILL**  
– Governor signs bill May 25, 2021; **Please forward to your Police Chief**
- **LB 139E (Briese, Williams):** Governor signs bill to prospectively limit COVID-19 liability for municipalities and other political subdivisions as well as businesses, non-profit organizations and certain other entities in the public and private sectors
- **LB 432:** Governor signs bill May 26 containing the Firefighter Cancer Benefits Act for paid and volunteer firefighters
- **LB 39 (Lindstrom):** Governor signs bill to change provisions regarding the Convention Center Support Fund and the Sports Arena Facility Financing Assistance Act and provide for **grants for cities of the first class with creative districts**

## LB 388: Governor signs Broadband Bridge Act

On May 26, Gov. Pete Ricketts signed into law **LB 388**, introduced by Henderson **Sen. Curt Friesen**, at the request of the Governor. LB 388 adopts the Nebraska Broadband Bridge Act, which would do a number of things, including creating a \$40 million fund to enhance rural broadband development. The \$40 million would be allocated out as \$20 million in this fiscal year and \$20 million in next fiscal year. The broadband development also would have to be at higher speeds than currently required under Nebraska law to obtain funding.

LB 388 was supported by the Governor, the **League**, the **Public Service Commission**, the **Nebraska Public Power District**, the



*Gov. Pete Ricketts*



*Sen. Curt Friesen*

**Nebraska Farm Bureau**, the **Nebraska State Education Association**, the **Nebraska Telephone Association**, the **Nebraska Internet and Television Association**, **Allo**

**Communications**, **Century Link**, the **Nebraska Farmers Union**, **Blueprint Nebraska**, **AARP**, the **Center for Rural Affairs** and many others.

## Legislature adjourns sine die; redistricting special session likely this fall

The 107<sup>th</sup> Legislature, first session, which began in January during some of the darkest days of the ongoing global pandemic, adjourned sine die May 27.

Speaker of the Legislature, Sen. Mike Hilgers of Lincoln, thanked his colleagues, legislative staff members and others for their hard work during unusual circumstances.

“The things we put in place – all-day committee hearings, the submitted written testimony (and) everything else that made life so difficult for so many – were really

the keys to allow us to get our work done,” he said.

Speaker Hilgers praised lawmakers for passing the budget that funded priorities while holding annual spending growth below 3 percent and for adopting property tax relief and other tax cut proposals.

“All of these things make Nebraska more competitive and more affordable,” he said, adding that Senators should look with a “sense of urgency” at the 2022 session.

During brief closing remarks to lawmakers, Gov. Pete Ricketts thanked Senators for making prog-

ress on passing a budget that provides combined tax relief of more than \$1.8 billion to Nebraskans over the next two years. Nearly 18.5 percent of the state’s biennial budget is dedicated to various tax relief proposals, he said, calling lawmakers’ actions historic.

The Legislature will likely convene in early fall for a special legislative session to complete the 2021 redistricting process that was delayed because of the pandemic. The second session of the 107<sup>th</sup> Legislature is scheduled to convene Jan. 5, 2022.

## LB 644: Bill creating Property Tax Request Act enacted into law

On May 24, the Governor signed LB 644, which creates the Property Tax Request Act. The bill, introduced by Blair **Sen. Ben Hansen**, requires certain political subdivisions, including cities, that are requesting more property tax dollars than the prior year to participate in a joint public hearing. **This bill goes into effect Jan. 1, 2022.**

**Background:** The League, along with counties, school districts and community colleges worked on an amendment to LB 644 to make the bill more workable. That amendment, AM1019, was adopted on Select File and includes the following provisions:

- The amendment provides that if a county, city, school district, or community college decides to increase its property tax request by more than the allowable growth percentage, those political subdivisions need to hold a joint public hearing.
- Allowable growth percentage is defined as a percentage equal to the sum of 2 percent plus the political subdivision's real growth percentage.
- Real growth percentage means the percentage obtained by dividing the political subdivision's real growth value by the political subdivision's total real property valuation from the prior year. Real growth value includes the increase in a political subdivision's real

property valuation from the prior year to the current year due to:

- improvements to real property because of new construction and additions to existing buildings;
  - any other improvements to real property which increase the value of such property;
  - annexation of real property by the political subdivision;
  - a change in the use of real property; and
  - the annual increase in the excess value for any tax increment financing project.
- Excess value means an amount equal to the assessed value of the real property included in a TIF project minus the redevelopment project valuation.
  - The amendment also defines the terms property tax request, redevelopment project valuation and tax increment financing project.
  - The amendment clarifies that only counties with a population of greater than 25,000 inhabitants are required to post notice of the joint public hearing on their website.
  - The amendment provides an outline on the process for the county to collect the information to be included on the postcard and mail the postcard seven calendar days before the joint public hearing. The cost

2021 \_\_\_\_\_  
**LEGISLATIVE  
 SESSION**



of creating and mailing the postcards, including staff time, materials and postage will be divided among the political subdivisions participating in the joint public hearing.

- The timeline for the joint public hearing and the filing of the budget also is changed. The joint public hearing is required to be held on or after Sept. 17 and prior to Sept. 29. The date to file the budget is changed to Sept. 30. The deadline for the county board of equalization to levy necessary taxes is changed to “on or before October 20th.” Clarifying changes suggested by the State Auditor's office also are made regarding the levy requests to the county board of equalization.
- The amendment clarifies that each political subdivision will designate one representative to attend the joint public hearing on behalf of the political subdivision. Also clarified is that the joint public hearing will

*Continued on page 4*

## LB 644: Bill creating Property Tax Request Act enacted into law

*Continued from page 3*

- be held after 6 p.m. local time.
- The amendment provides that any member of the public will be allowed to speak at the joint public hearing and will be given a reasonable amount of time to do so. This language is consistent with language regarding the public speaking at the hearing on the proposed budget statement.
- The amendment adds language that an inadvertent failure to comply with the Property Tax Request Act shall not invalidate the property tax request

or constitute an unauthorized levy. Also, the failure of a taxpayer to receive a postcard shall not invalidate the property tax request or constitute an unauthorized levy.

- Finally, the amendment requires the county clerk or his or her designee to prepare a report of the joint public hearing that includes the names of the representatives from the political subdivisions and the names and addresses of each person who speaks at the joint public hearing and the name of any organization they rep-

resent. The report needs to be delivered to the political subdivisions participating in the joint public hearing within 10 days after the hearing.

There was an additional amendment adopted on Select File requiring that notice of the joint hearing be published in a legal newspaper in or of general circulation in the relevant county.

## LB 26: Governor signs bill to exempt residential water use from sales tax

On May 25, the Governor signed into law **LB 26**, introduced by Omaha Sen. Justin Wayne. LB 26 would exempt residential water consumption from sales and use taxes. There is no definition of residential water use in the bill.

The bill was opposed by **Jack Cheloha**, Deputy City Attorney/City Lobbyist for the City of Omaha, the **City of Lincoln** and a **League representative**. Testifiers acknowledged that there are policy concerns with taxing drinking water and not bottled water. However, the current revenues are imbedded in the current taxation system and removing these revenues will create a budget deficit. The effective date of LB 26 is Oct. 1, 2021.

## LB 579: Bill to require Annual Report on Expressway Systems adopted, signed into law

**LB 579**, introduced by **Sen. Mike Moser** of Columbus, was signed into law May 26.

LB 579 requires the Nebraska Department of Transportation to include in its annual report to the Legislature information detailing the amount of money spent to date on the state's expressway system, the number of miles yet to be completed and expected milestone dates. The report also must include a statement of all state highway projects under construction and the estimated cost of each project.



*Sen. Mike Moser*

## 2021 Interim Study Resolutions of Interest to Municipalities

This year, May 19 was the deadline for Senators to file interim study resolutions. Many interim studies introduced relate to municipalities. For example, there are studies relating to designation of blighted and extremely blighted areas under the Community Development Law, the lack of affordable housing in Nebraska, the causes and costs of the power outages during the extreme weather events of February 2021, the game of keno, how to spend the federal American Rescue Plan Act dollars, examination of body-worn cameras, examination of broadband mapping and examination of a potential constitutional amendment to limit property taxation to residential property only among others.

Now that the Legislature has adjourned, standing committees will begin to hold meetings and public hearings on these interim studies. The League will keep municipalities updated on when those hearings are scheduled.

Below is a list of interim studies that may be of interest to municipalities. To review all the interim study resolutions introduced, please visit the Unicameral Legislature's website at [nebraskalegislature.gov](http://nebraskalegislature.gov).

**LR 69** (Wayne) Interim study to receive reports and public input under the Municipal Density and Missing Middle Housing Act

**LR 106** (Kolterman) Interim study to monitor underfunded defined benefit plans administered by political subdivisions as required by section 13-2402

**LR 122** (Urban Affairs Committee) Interim study to examine the statutes governing cities of the metropolitan class

**LR 123** (Urban Affairs Committee) Interim study to review the occupational regulations for radon measurement specialists and radon mitigation specialists

**LR 124** (Wayne) Interim study to examine issues relating to the designation of extremely blighted areas under the Community Development Law

**LR 125** (Wayne) Interim study to examine issues relating to the designation of enhanced employment areas under the Community Development Law

**LR 126** (Wayne) Interim study to examine issues relating to the designation of blighted areas and extremely blighted areas under the Community Development Law

**LR 127** (Hilkemann) Interim study to identify a more equitable scale for motor vehicle taxation

**LR 131** (Hansen, M.) Interim study to examine the lack of affordable housing in Nebraska

**LR 136** (Brewer) Interim study to examine and evaluate the causes, costs and impacts of rolling electrical power outages during the extreme weather events of February 2021

**LR 147** (Cavanaugh, J.) Interim study to examine the transfer of state-owned property to local political subdivisions

**LR 155** (McDonnell) Interim study to examine issues related to

### 2021 LEGISLATIVE SESSION



the operation of autonomous vehicles in Nebraska

**LR 170** (McKinney) Interim study to examine the potential impact that innovation hubs could have in Nebraska

**LR 173** (Blood) Interim study to examine the organizational structure and funding of the Nebraska Law Enforcement Training Center

**LR 175** (Briese) Interim study to examine and review the game of keno

**LR 176** (Briese) Interim study to examine the statutes governing horseracing and the State Racing Commission

**LR 178** (Wishart) Interim study to solicit input from Nebraskans regarding funds from the federal American Rescue Plan Act of 2021

**LR 179** (Cavanaugh, M.) Interim study to examine funding mechanisms in the American Rescue Plan Act of 2021

**LR 183** (Cavanaugh, J.) Interim study to examine Nebraska law relating to body-worn cameras worn by law enforcement agents

**LR 193** (DeBoer) Interim study to examine broadband mapping

*Continued on page 6*

## **LB 131: Governor signs bill that includes aid to municipalities owning and operating natural gas systems**

On May 26, the Governor signed into law **LB 131**, which was amended to appropriate \$4 million for a grant program to municipalities, which own or operate a natural gas plant or natural gas system to cover up to 80 percent of extraordinary costs incurred by the municipality as a result of the February extreme weather. As

amended on Select File, extraordinary costs is defined as “expenses that exceed the usual average, or budgeted costs related to procuring and delivering natural gas, including the purchase of spot or incremental natural gas, costs related to propane injection, and pipeline charges beyond the scope of normal and customary charges.”



*Sen. Justin Wayne*

## **2021 Interim Study Resolutions of Interest to Municipalities**

*Continued from page 5*

and broadband speed testing in Nebraska

**LR 208** (Morfeld) Interim study to examine commercial property assessed clean energy financing in Nebraska

**LR 211** (Lowe) Interim study to examine issues related to adopting construction codes

**LR 223** (Wishart) Interim study to examine how to slow or stop the spread of the emerald ash borer

**LR 230** (Murman) Interim study to examine a potential constitu-

tional amendment to limit property taxation to residential property only

**LR 234** (Friesen) Interim study to examine issues related to the regulation and taxation of electric vehicles

**LR 236** (Friesen) Interim study to review issues relating to the Nebraska Expressway System

**LR 237** (Vargas) Interim study to examine existing statutes regarding directed health measures

**LR 261** (Revenue Committee) Interim study to examine the structure and administration of and compliance with certain taxes

### **LB 664: Governor signs bill to increase distributions from Mutual Finance Assistance Fund**

**LB 644** was enacted into law when the Governor signed the bill May 24. **LB 664**, introduced by North Platte **Sen. Mike Groene**, amends the Mutual Finance Assistance Fund Act to add a \$10,000 payment for each rural and suburban fire protection district, or each village, city of the second class, or rural or suburban fire district in a Mutual Finance Organization.

### **State Capitol Mailing**

**Address**

**Senator**

**District Number**

**State Capitol**

**PO Box 94604**

**Lincoln, NE 68509-4604**

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

## **LB 39 (Lindstrom): Governor signs bill to change provisions regarding the Convention Center Support Fund and the Sports Arena Facility Financing Assistance Act and provide for grants for cities of the first class with creative districts**

On May 25, 2021, Gov. Ricketts signed **LB 39** which amends the **Sports Arena Facility Financing Assistance Act** in Chapter 13, Article 31 of the Revised Statutes of Nebraska. On May 20, the Legislature passed LB 39 on Final Reading with the emergency clause attached with 45 Senators voting “yes,” zero voting “no” and four Senators “present and not voting” (Clements, Erdman, Ben Hansen and Slama).

As outlined in the Committee Statement, LB 39 adds new definitions to an “eligible sports arena facility” to the **Sports Arena Facility Financing Assistance Act**. The first new definition is for any “**sports complex**” which would include concession areas, parking facilities and onsite administrative offices connected with operating the sports complex. The second new definition is for a “**multipurpose field**” defined to mean a rectangular field of grass or synthetic turf which is primarily used for competitive field sports. The bill also defines “**project completion date**” to include projects involving the acquisition or construction of any eligible sports arena facility, the date of initial occupancy of the facility following the completion of such acquisition or construction, or for all other projects, the date of completion of the project for which state assistance is received.

To qualify for the state sales tax turn back, a “**sports complex**” is defined as a facility that includes indoor areas, outdoor areas, or both, be primarily used for competitive sports and contains at least 12 separate sports venues if located in a **city of the metropolitan class**; six separate sports venues if located in a **city of the primary class**; or four separate sports venues if located in a **city of the first class, second class, village or county** (outside the corporate limits of any city or village). The bill also was amended to include a facility in an economic redevelopment area or in an opportunity zone designated pursuant to the federal Tax Cuts and Jobs Act (Public Law 115-97).

The Revenue Committee advanced LB 39 to General File with Standing Committee Amendments (described above) which were adopted to add a definition for “**applicant**,” which includes a political subdivision or a public-private partnership between a political subdivision and a non-profit organization. The Standing Committee Amendments also establish separate sections for “eligible sports arena facilities” that are a “sports complex” or are not a sports complex and clarifies the exterior boundaries of a sports complex. In addition, the Standing Committee Amendments clarify that for any sports complex approved on or after the effective date of the



*Sen. Brett Lindstrom*

act **30 percent of the state’s sales tax turn back shall be transferred to the “Support the Arts Cash Fund.”** For any other existing eligible sports arena, the 30 percent continues to be transferred to the Civic and Community Center Financing Fund (CCCCF). **The funds transferred to the “Support the Arts Cash Fund” is to be used for competitive grant programs for cities of the first class that have a “creative district” within their boundaries as defined in subdivision (5) of Section 82-312.** There are restrictions on the use of the grant funds and additional requirements for providing the grants. Any grant awarded must be at least equal to \$1,500,000.

It should be noted that the amount of funds will be limited since the funding is directly tied to only those projects eligible pursuant to the bill.

## LB 432: Governor signs bill May 26 containing the Firefighter Cancer Benefits Act for paid and volunteer firefighters

The Governor signed **LB 432** on May 26, 2021; since LB 432 does not have an emergency clause, the bill will take effect Aug. 28, 2021. Other provisions of the bill have later effective dates.

As reported in *League Legislative Bulletin #21*, LB 432 was given final approval by the Legislature May 21 after overcoming a filibuster. The bill, which contains the Firefighter Cancer Benefits Act, was adopted on a 42-1 vote and was presented to the Governor May 21.

As background, the Revenue Committee amended **LB 299** in LB 432. LB 299, introduced by **Sen. Mike McDonnell** of Omaha, creates the **Firefighter Cancer Benefits Act**. The League testified in opposition to LB 299 on Feb. 25, 2021, outlining numerous concerns about the mandate. Subsequently, the League negotiated a compromise amendment to the Revenue Committee's Standing Committee Amendment which incorporated LB 299 into LB 432 that includes the following:

1. Expenses for the Firefighter Cancer Benefit Act are outside the lid and levy restrictions.
2. The eligibility of benefits is reduced from 60 to 36 months after the cessation of status as firefighter. The amendment also provides that if a firefighter has a physical examination during the 36 months of eligibility that reveals evidence of cancer, the firefighter shall be eligible for benefits even if such benefits are paid after the 36-month eligibility period ends.
3. Additional standards for eligibility are included. The original bill (LB 299) required that a firefighter is eligible for the cancer insurance benefits if
  - a) he or she passes a physical examination which fails to reveal any evidence of cancer, and
  - b) he or she serves at least 12 consecutive months as a firefighter. The amendment changes and adds to these standards of eligibility. First, the amendment requires that a person be a firefighter for two consecutive years, not 12 months. Secondly, the amendment requires the firefighter to "have been actively engaged in fire suppression at an actual fire or fire training event and wear all available personal protective equipment when fighting any fire, including a self-contained breathing apparatus when fighting structure fires."
4. The State Fire Marshal is required to issue a report regarding firefighters including the type of department, including fire and rescue and fire only; the number of firefighters, including paid, paid per call and unpaid; department classification including all paid departments, all volunteer

2021  
LEGISLATIVE  
SESSION



departments and combination paid and volunteer fire departments; and the number of fire stations.

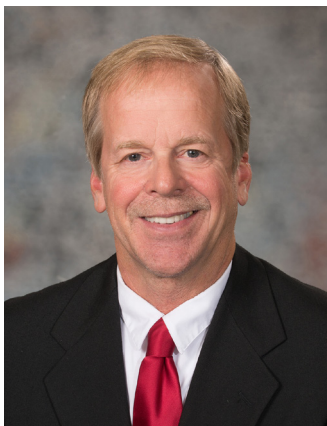
5. A report is also required by the fire chief if firefighters are being provided cancer benefits. The amendment provides that "if the firefighters in a fire department are being provided cancer benefits under the Firefighter Cancer Benefits Act, the fire chief of such fire department, or his or her designee, shall submit an annual report to the governing body of the rural or suburban fire protection district, airport authority, city, or village served by such fire department listing the total number of fire suppression incidents occurring during the most recently completed calendar year. Such report shall be submitted on or before February 15, 2023, and on or before February 15 of each year thereafter."

## **LB 139E (Briese, Williams): Governor signs bill to prospectively limit COVID-19 liability for municipalities and other political subdivisions as well as businesses, non-profit organizations and certain other entities in the public and private sectors**

On May 25, 2021, Gov. Ricketts signed **LB 139E**; since the bill passed with the emergency clause attached, it is now in effect. LB 139 was introduced by Albion **Sen. Tom Briese** and Gothenburg **Sen. Matt Williams** to provide targeted liability relief related to the COVID-19 pandemic to safeguard municipalities and other political subdivisions, businesses, non-profit organizations, educational institutions and healthcare providers/facilities from unfair lawsuits. These liability protections are limited in scope and preserve recourse for anyone harmed by a truly “bad actor” who engages in egregious misconduct. LB 139 (as originally introduced) was significantly amended by the Judiciary Committee’s Standing Committee Amendments which were adopted on General File.

On May 20, the Legislature passed LB 139 with the emergency clause attached with 41 Senators voting “yes,” Sen. Hunt voting “no,” five Senators “present and not voting” (Albrecht, J. Cavanaugh, M. Hansen, McKinney, Pansing Brooks) and two Senators “excused and not voting” (Briese, Erdman).

Thanks to the **Nebraska Chamber, Greater Omaha Chamber of Commerce** and **Lincoln Chamber of Commerce** for leading this effort on behalf of numerous statewide organizations and entities in the public and private sectors. [Click](#)



*Sen. Tom Briese*



*Sen. Matt Williams*

[here](#) for a letter dated Jan. 7, 2021, which includes the logos of many supporters of the legislation joining the **League**, NACO, Nebraska Bankers Association, Nebraska Retail Federation, Nebraska Hospital Association, Nebraska Healthcare Association, Nebraska Insurance Federation and many others.

LB 139 (as amended and passed on Final Reading) is referred to as the “**COVID-19 Liability Act.**” LB 139 defines “person” to include “an employee, director, governing board, officer, agent, independent contractor, or volunteer of a person listed in subdivision (3)(a) of this section.” **The main provision of LB 139 (as amended) provides in Section 3: “A person may not bring or maintain a civil action seeking recovery for any injuries or damages sustained from exposure or potential exposure to COVID-19**

**on or after the effective date of this act if the act or omission alleged to violate a duty of care was in substantial compliance with any federal public health guidance that was applicable to the person, place, or activity at issue at the time of the alleged exposure or potential exposure.”**

Section 4 of LB 139 as passed on Final Reading provides that the COVID-19 Liability Act shall not be construed to: “(1) create, recognize, or ratify a claim or cause of action of any kind; (2) eliminate or satisfy a required element of a claim or cause of action of any kind; (3) affect rights or coverage limits under the Nebraska Workers’ Compensation Act; (4) abrogate, amend, repeal, alter, or affect any statutory or common law immunity or limitation of liability; or (5) constitute a waiver

*Continued on page 10*

**LB 561E (Briese): Governor signs bill to implement casino gambling initiatives passed in November 2020 to rename and change powers and duties of State Racing Commission and provide regulation and enforcement regarding sports wagering and other gambling activities at licensed racetrack enclosures**

On May 25, 2021, Gov. Ricketts signed **LB 561** which the Legislature passed on May 20 with the emergency clause attached; the bill is now in effect. As reported on May 21, **LB 561** passed (the Third Final Reading copy of LB 561) with 44 Senators voting “yes,” three Senators voting “no” (Clements, Erdman, McKinney) and two Senators “present and not voting” (Lowe, Pahls); it was necessary to have a Third Final Reading copy since LB 561 was brought back from Final Reading twice to Select File for various amendments.

The General Affairs Committee’s Standing Committee Amendments to LB 561 incorporated many provisions of LB 560 to create the necessary statutory structure for casino gambling in Nebraska following overwhelming support for the

**LB 139E (Briese, Williams): Governor signs COVID-19 liability bill**

*Continued from page 9*

of the sovereign immunity of the State of Nebraska or any political subdivision of the state.”

Omaha Sen. Steve Lathrop, Chair of the Judiciary Committee, was successful in amending LB 139 to insert Sections 5-9 now referred to as the “Healthcare Crisis Protocol Act.”

**three casino gambling initiatives approved by voters in November 2020.** LB 561 (as amended and passed on Final Reading) renames the State Racing Commission to the State Racing and Gaming Commission and provides regulatory authority over games of chance as authorized by the Nebraska Race-track Gaming Act.

The General Affairs Committee’s Standing Committee Amendments would have amended the

*Continued on page 11*



*Sen. Tom Briese*

**LB 51 (Lathrop, Pansing Brooks, DeBoer, McCollister): LAW ENFORCEMENT BILL – Governor signs bill May 25, 2021; Please forward to your Police Chief**

Gov. Ricketts approved **LB 51** on May 25, 2021. Since the bill did not have an emergency clause, many provisions will take effect on Aug. 28, 2021. However, several sections of LB 51 have a later effective date.

As previously reported, the Legislature passed LB 51 on May 20 with 41 Senators voting “yes,” Sen. Groene voting “no,” and the following seven Senators “present and not voting”: Albrecht, Clements, Erdman, Ben Hansen, Lowe, Sanders and Slama. LB 51 passed incorporating provisions of

the “negotiated agreements” with Sen. Steve Lathrop (and the FOP) with: 1) the League and NSA; 2) Sen. Flood’s BADGE amendment; and 3) Sen. Brewer’s two amendments which a) reinstates authority for “reserve officers,” subject to essentially the same limitations as “noncertified conditional officers”; and b) requires the Crime Commission to prioritize smaller law enforcement agencies in awarding grants as provided in the bill.

[Click here](#) for the Final Reading copy of LB 51.

**LB 561E (Briese): Governor signs bill to implement casino gambling initiatives passed in November 2020 to rename and change powers and duties of State Racing Commission and provide regulation and enforcement regarding sports wagering and other gambling activities at licensed racetrack enclosures**

*Continued from page 10*

Nebraska County and City Lottery Act to allow keno to be played on an electronic ticket as well as paper tickets; payment for these types of electronic games would have been limited to cash, coins, a debit card or a direct link to an account with the financial institution in the name of the player but credit cards would not have been accepted. **These provisions of the Standing Committee Amendments relating to keno were stricken from the bill.**

However, Sen. Lathrop was successful in amending LB 561 with AM1427 (to the “Second Final Reading” copy of the bill) to create parity between keno parlors and casinos by restricting individuals at keno parlors and casinos from participating in keno games via mobile

device. In addition to Sen. Lathrop’s amendment to level the playing field for keno parlors, his amendment also bans casino sports betting on games involving teams when they are competing within the state, i.e., Husker football home games. Sen. Lathrop, in advocating for adoption of his amendment, stated that both amendments were necessary to stop a filibuster preventing passage of the bill.

**Under the terms of the initiative which passed in November 2020, 70 percent of the revenue generated by the 20 percent tax on casino gambling will be dedicated to property tax relief.** Casino gambling will be allowed at the six existing racetracks. It is anticipated that the casinos in Iowa will have significantly fewer Nebraskans

crossing the border to gamble.

Section 4 of Initiative Law 2020, No. 431 (approved by the voters in November 2020) provides, in part: **“(1) If the licensed racetrack enclosure is located completely within an unincorporated area of a county, the remaining twenty-five percent shall be distributed to the county in which such licensed racetrack enclosure is located; or (2) if the licensed racetrack enclosure is located at least partially within the limits of a city or village in such county, one-half of the remaining twenty-five percent shall be distributed to such county and one half of the remaining twenty-five percent to the city or village in which such licensed racetrack enclosure is at least partially located.”**

## How a bill becomes a law

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Bill introduced by Senator</li> <li>2. Clerk assigns number to bill</li> <li>3. Bill referred to committee</li> <li>4. Committee has public hearing</li> <li>5. Committee votes to:             <ul style="list-style-type: none"> <li>- Hold</li> <li>- Kill</li> <li>- Advance to General File</li> </ul> </li> <li>6. General File</li> </ol> | <ol style="list-style-type: none"> <li>7. Select File</li> <li>8. Final Reading</li> <li>9. Bill sent to Governor             <ul style="list-style-type: none"> <li>- Bill becomes law without governor's signature</li> <li>- Signed by governor</li> <li>- Vetoed by governor</li> </ul> </li> <li>10. Veto Override</li> <li>11. Bill becomes state law</li> </ol> |
|--|--|

# CRETE CEMETERY BOARD MEETING

May 17, 2021

Crete City Hall

Chairman Judy Henning called the meeting to order at 4:00 p.m.

Members present: Eleanor Henning, Larry Eberspacher, Kathy Stastny, Gene Eggebraaten, Judy Henning and Pam Busboom.

No minutes at this time to approve. Floor was open to nomination of officers. Pam nominated Judy to retain chairman. Motion carried. Larry nominated Pam as secretary, seconded by Eleanor. Motion carried.

Cemetery hours are 8 to 8 yearly.

Eleanor suggested a few more trash receptacles at Riverside.

The Board members do need a copy of the Rules and Regulations.

## **New Business:**

Short term plans: Riverside- beautify the gate area with plants or perennial flowers.

Long term plans: Riverside- new Directory and Memorial Shelter.

These plans require money so possibly adding to the City Utility Bill for \$1.00 each month.

The next meeting will be June 28, 2021 at 4:00 p.m. at City Hall.

Larry made a motion to adjourn the meeting. Motion carried.

Meeting adjourned at 4:28 p.m.

Secretary

Pam Busboom



---

## CRETE AIRPORT AUTHORITY MEETING

May 19, 2021 at 8:15 AM

Crete City Hall, 243 East 13<sup>th</sup> Street

---

### MINUTES

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

Dan Papik: Absent

Kirk Keller: Present

Howard Nitzel: Present

Zoraida Ramos: Present

Blaine Spanjer: Present

Present: 4, Absent: 1.

#### 2. Roll Call

#### 3. Petitions - Communications - Citizen Concerns

#### 4. Items of Business

##### 4.A. Consider a proposal from DH Pace for the repairs needed to the door on Hangar #3

Approve the door repairs on Hangar #3 by DH Pace. Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

**4.B. Consider a proposal by Krieser Drywall & Insulation to make repairs to the roof of Hangar #3.**

Table roof repairs until another quote is available. Carried with a motion by Kirk Keller and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

**5. Officers' Reports**

**5.A. Airport Manager Report**

Airport Manager Shaun Krzycki reported that the grass and weeds were getting bad in the runway joints. He will spray and keep down as possible.

Olsson Engineer Chris Corr reported that the NDA is working on getting the joint sealing program back up and running. He also reported that there is an estimated 20-week delivery lead on the new fuel tanks after the contracts are signed. Also, Air Methods is requesting a longer hose on the jet fuel pump so that they could fuel near Hangar #1. The additional hose would require a change order to the contract and funding by Air Methods.

**5.B. Authority Chair and Member Reports**

Chairperson Blaine Spanjer reported that he has not been able to negotiate the \$1500.00 monthly rate for Hangar #3 so will go back to best offer. With the door and roof repairs, it should be ready for July 1, 2021.

**5.B.1. Discuss plan for crack sealing.**

Chairperson Blaine Spanjer suggested this stay on the agenda for discussion until a NDA is ready.

**5.C. Clerk-Treasurer Report**

Clerk-Treasurer Jerry Wilcox reported that he and City Attorney Kyle Manley will be working on getting past due and insurance letters out soon.

**6. Consent Agenda**

Approve consent agenda items as presented. Carried with a motion by Kirk Keller and a second by Zoraida Ramos.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

**6.A. Approve Meeting Minutes**

**6.B. Accept the City Treasurer's Report**

**6.C. Approve the Payment of Claims Against the Airport Authority**

**7. Adjournment**

The meeting adjourned at 9:30 AM



---

## CRETE PLANNING COMMISSION MEETING

May 24, 2021 at 7:00 PM

Crete City Hall, 243 East 13<sup>th</sup> Street

---

### 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 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

#### 2. Roll Call

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

Present: 5, Absent: 4.

#### 3. Special Order of Business

##### 3.A. Planning Commission Minutes

Approve the minutes as presented Carried with a motion by Ryan Jindra and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dave Hansen: Aye, Ryan Jindra: Aye, Scott Kunch: Aye,  
Jennifer Robison: Aye  
Aye: 5, No: 0

### **3.B. Annual Election of Officers per City Code.**

Chairperson Dave Hansen reported that he has submitted his resignation to the Mayor effective immediately.

Approve Scott Kuncl to continue as secretary. Carried with a motion by Jennifer Robison and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dave Hansen: Aye, Ryan Jindra: Aye, Scott Kuncl: Aye,  
Jennifer Robison: Aye  
Aye: 5, No: 0

Approve Anthony Fitzgerald as Chairperson and Ryan Jindra as Vice Chairperson.  
Carried with a motion by Scott Kuncl and a second by Ryan Jindra.

Anthony Fitzgerald: Aye, Dave Hansen: Aye, Ryan Jindra: Aye, Scott Kuncl: Aye,  
Jennifer Robison: Aye  
Aye: 5, No: 0

### **4. Officers' Reports**

City Administrator reported that the City Council approved an annexation ordinance for West Crete on first reading. Discussions at the public hearing went well with the residents of the area. The Planning Commission may need to look at a new transition zone that would address the activities that take place in the transition area around the City.

Scott Kuncl suggested that the City consider appointing an alternate Planning Commission member to help with the issues of getting a quorum at meetings.

### **5. Adjournment**

The meeting adjourned at 7:25 PM.