

Crete City Council Regular Meeting
Tuesday, June 6, 2023 6:00 PM
Crete City Hall
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.

3.A. Approve Meeting Minutes

3.B. Accept the City Treasurer's Report

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

3.D. Accept MEAN meeting minutes

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.

4.A. Adjourn City Council to a meeting of the Community Development Agency (CDA).

4.A.1. Elect a Chairperson for the Community Development Agency (CDA).

4.A.2. Elect a Secretary for the Community Development Agency (CDA).

4.A.3. Consider Resolution CDA23-04: An amendment to the Redevelopment Plan of the City of Crete, Nebraska to implement the Cardinal Ventures Redevelopment Project.

4.A.4. Consider Resolution CDA23-05: The Redevelopment Agreement for the Cardinal Ventures Redevelopment Project.

4.A.5. Consider Resolution CDA23-02: An amendment to the Redevelopment Plan of the City of Crete, Nebraska to implement the Crete Senior Villas Redevelopment Project.

4.A.6. Consider Resolution CDA23-03: The Redevelopment Agreement for the Crete Senior Villas Redevelopment Project.

4.B. Adjourn the CDA to the City Council meeting.

- 4.C. Public Hearing to hear testimony in favor of and/or the opposition of the Redevelopment Plan Amendment for the Cardinal Ventures Redevelopment Project.
- 4.D. Consider Resolution 2023-10: Approving an amendment to the Redevelopment Plan for the City of Crete, Nebraska, including the Cardinal Ventures Redevelopment Project.
- 4.E. Consider Resolution 2023-11: Approving the form of the Redevelopment Agreement and authorizing the Community Development Agency to enter into said agreement.
- 4.F. Public Hearing to hear testimony in favor of and/or the opposition of the Redevelopment Plan Amendment for Crete Senior Villas Redevelopment Project.
- 4.G. Consider Resolution 2023-08: Approving an amendment to the Redevelopment Plan for the City of Crete, Nebraska, including the Crete Senior Villas Redevelopment Project.
- 4.H. Consider Resolution 2023-09: Approving the form of the Redevelopment Agreement and authorizing the Community Development Agency to enter into said agreement.
- 4.I. Consider bid for inspection of Well 1 (18th and Kingwood) from Sargent Drilling in the amount of \$5,375.00.
- 4.J. Consider the Agreement Regarding Renewable Energy Certificate Management Services between the Municipal Energy Agency of Nebraska (MEAN) and the City of Crete, Nebraska.
- 4.K. Consider the Application for a Permit to Occupy the City of Crete Right-Of-Way from ALLO Communications.
- 4.L. Consider enacting Ordinance 2170: An ordinance to annex Area #5 into the corporate limits of the City of Crete on third and final reading.
- 4.M. Consider Claim: 96A139963 to accept the revised ACV settlement offer of \$5,992.37 from Dairyland Insurance.
- 4.N. Public Hearing to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed special exception use permit requested by Tillman Infrastructures to erect a communications tower at 1968 County Road G, Crete, Nebraska.
- 4.O. Consider the application for a special exception use permit SEP 23-01 from Tillman Infrastructures to erect a communications tower at 1968 County Road G, Crete, Nebraska.
- 4.P. Consider approving the Police Department to apply for the Speed Prevention Driving Enforcement Highway Safety Grant.
- 4.Q. Consider the Application for Prohibited Animal Exception from Saline County 4-H/Extention.
- 4.R. Approve the Change Order No. 1 from JEO Consulting Group, Inc. in the amount of \$52,980.34 for the additional charges on the gap paving project by Constructors.
- 4.S. Consider Constructor's Application for Payment in the amount of \$657,130.82 for the gap paving project.
- 4.T. Consider the Master Fee Schedule.
- 4.U. Consider Application # SE23-02 for The Gardens 4th of July celebration from Tabitha.

4.V. Consider the request from Dittmer & Dittmer for the Administrative Subdivision of Lot 3 of the East Ridge 1st Addition.

5. Petitions - Communications - Citizen Concerns

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

6. Officers' Reports

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

7. Adjournment

Disclaimers & Notices

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



CITY COUNCIL REGULAR MEETING

May 16th, 2023 at 6:00 PM
Crete City Hall, 243 East 13th 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

Tom Crisman: Present
Anthony Fitzgerald: Present
Kyle Frans: Present
Jack Oelschlager: Present
Dan Papik: Present
Dale Strehle: Present

Present: 6.

3. Consent Agenda

Approved Consent Agenda Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

3.A. Approve Meeting Minutes

3.B. Accept the City Treasurer's Report

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

3.D. Approve Statements 361925-361929 for legal services provided by Cline Williams in the amount of \$21,816.43

3.E. Approve Committee and Board Appointments

4. Items of Business

4.A. Consider LIGHT Health Insurance Renewal.

City Administrator Tom Ourada stated that this was covered at the last Finance Committee.

Approved the LIGHT Health Insurance Renewal. Carried with a motion by Kyle Frans and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.B. Consider on second reading Ordinance 2170: An ordinance to annex Area #5 into the corporate limits of the City of Crete, Nebraska.

Introduced Ordinance 2170 moved that it be approved for its second reading and that its title be read and approved. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.C. Consider enacting Ordinance No. 2172 Amending the Crete Municipal Code pertaining to Appointed and Hired Officials.

Council member Tom Crisman explained that the Personnel Committee reviewed this and recommended it be approved.

Introduced Ordinance 2172 and waive the rule it be read on three different days. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Enact Ordinance 2172 on final reading Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.D. Consider Western Area Power Administration-Upper Great Plains Region Renewable Energy Certificate Letter and Option Form.

City Administrator Tom Ourada explained that by selecting option #2, the City of Crete would designate the Municipal Energy Agency of Nebraska to manage the Western Area Power Administration-Upper Great Plains Region Renewable Energy Certificate and letter. This is something that they are able to do.

Approved to designate the Municipal Energy Agency of Nebraska to manage the Western Area Power Administration-Upper Great Plains Region Renewable Energy Certificate Letter. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.E. Consider waiving the outstanding fines and fees from the library in the amount of \$5,739.59 that have accrued from prior to 2015 as determined as uncollectible.

City Administrator Tom Ourada explained that the Library Board Collection Agent won't collect anything over 5 years or older. The auditor asked to take off the books anything over 5 years.

Approved waiving the outstanding fines and fees from the library in the amount of \$5,739.59 that have accrued from prior to 2015 as determined as uncollectible. Carried with a motion by Kyle Frans and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.F. Consider approving payment of claims to Crete Ace Hardware in the amount of \$1,519.82.

Mayor Dave Bauer explained that normally the bills are paid through the consent agenda. However, since a council member's business is involved. It is put on the items of business on the agenda and he abstains from voting with conflict.

Approved payment of claims to Crete Ace Hardware in the amount of \$1,519.82. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 5, No: 0, Abstain (With Conflict): 1

4.G. Consider implementing a key policy for the transfer station gate.

Council member Dan Papik explained that the Public Works Committee met on this and once the key policy has been drafted, the City Attorney will review it and then it will go to the committee and then city council.

Tabled implementing a key policy for the transfer station gate. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.H. Consider allowing Mutual of Omaha Accident and Critical Illness elective coverage for employees.

Human Resource Director Wendy Thomas, stated that this is supplemental elective coverage for employees and doesn't have a cost to the employer.

Approved allowing Mutual of Omaha Accident and Critical Illness elective coverage for employees. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.I. Consider Nexlink Water Tower Site Lease Agreement.

City Administrator Tom Ourada stated that there were back and forth conversations with Nextlink to create an agreement. City Attorney Alison J Borer reviewed the agreement and it will have to be renewed every five years.

Approved the Nextlink Water Tower Site Lease Agreement. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.J. Consider Change Order Request No.004 from Kingery Construction Co. in the amount of \$28,935.00 for the Crete Isis Theatre Phase I

Shaylene Smith explained that this change order is for the addition of sales tax on phase I. The Blue River Arts Council is not a tax free entity. It is for the same work that was done in the change order that came to council last time.

Approved Change Order Request No.004 from Kingery Construction Co. in the amount of \$28,935.00 for the Crete Isis Theatre Phase I Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.K. Consider the request for increased DTR funds in the amount of \$5,200 from 1334 Main Avenue.

City Administrator Tom Ourada explained that this had been tabled from the last meeting so that Mr. Skala could provide more information on the request. After reviewing the documents submitted, the \$5,200 request for increased DTR funds is within the amount Mr. Skala could qualify for.

Approved the request for increased DTR funds in the amount of \$5,200 from 1334 Main Avenue. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

5. Petitions - Communications - Citizen Concerns

- Steven Reisdorff, 520 Iris Ave, Crete, NE 68333 addressed the council to express the following concerns:
 - Suggested a weight requirement for trucks and signs on where trucks can come in to town.
 - Would like the City to review contract with Southeast Nebraska Communication and exploring options of partnership with Saline County

- Asking the City to generate information on Tax Increment Finance
- Reisdorff mentioned on the ordinance that was passed tonight that the Council can delegate authority but cannot delegate responsibility.

6. Officers' Reports

- Police Captain Jon Pucket mentioned that Chief of Police Gary Young was in Washington D.C. for Police National Police Week.
 - When came to the council and talked about the benefits of getting a k-9 unit and now you can see the benefits
 - 16 other police officers in town working and there were 2 Crete Police officers and having the ability to do that because the council approved the k-9 unit has a great impact in our ability to keep the community safe. Thanked the City Council.
 - Noah Zach is at the Police Academy and has completed his first week.
- Parks and Recreation Director, Liz Cody stated the following:
 - Mid-way CPR/Lifeguard training
 - Will be opening the pool with at least 10 returning lifeguards and 13 enrolled, 7 cashiers and 2 pool managers
 - The pool manual is being reviewed by former and current pool staff
 - Swim practice starts next week with 64 registered swimmers
 - City Inspector Brad Bailey inspected the pool and provided a list of things to do
 - The City of Crete Wildwood Pool will be opening on Saturday, May 27th 2023- Memorial Day weekend.
- City Administrator Tom Ourada stated the following:
 - Last year partnered with Doane University Engineering professor and his students on comprehensive plan elements for some of the following projects; southside sports complex, eastside annexation and housing, main avenue economic report, railroad quiet zone report, water and treatment report.
 - The community will have the opportunity to participate in the design and voting on whether we should do something like that. This is up to the city council not up to the City Administrator.
 - My job is to bring you ideas with the best information that I can and help the community move forward.
 - Bid opening for a 10 MVA Substation Class Distribution transformer and for the Substation Class Power Distribution Center on May 31st at 10am.
 - Will be in Kearney on Wednesday and Thursday for the Municipal Energy Agency of Nebraska board meetings and Ourada is chair of the Governance Review Committee and Power Supply. The organization is being restructured.
 - There will be two interviews for City Attorney on Friday, May 19th 2023

- Wage data came in and will review it with Mayor Bauer and City Attorneys to see how it compares with the Cities, array, PD, and market.
- Attended funding workshop and looking to possibly do owner occupied rehabilitation project again.
- Rural workforce housing have been constructed we put in \$280,000 and got a match from the state. We will turn around and flip that and looking to get a little over one million dollars and construct more housing.
- Learned how to proceed with some grant money and a very low interest term loan for the fire station expansion.
- Mayor Dave Bauer stated the following:
 - The Cinco de Mayo celebration at City Park went well and thanked all the employees who helped to get event ready.
 - Appreciates the Fire Department cleaning Main Ave
 - Tonight, is Jack Oelschlager's last night as council member and thanked him for all the years he served on the council and worked hard for the City of Crete.

Meeting adjourned at 6:47pm

7. Adjournment

CITY COUNCIL
CLAIMS PAID

PAYEE	DESCRIPTION	AMOUNT
CRETE ACE HARDWARE	SUPPLIES	\$28.50
CULLIGAN WATER SERVICE	WATER	\$48.00
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$276.28
JAY'S OIL CO	PROPANE	\$644.00
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$639.54
SEWARD ELECTRONICS	RADIOS	\$850.00
WASTE CONNECTIONS OF NEBRASKA	SERVICES	\$75.64
WINDSTREAM	PHONE LINES	\$126.22
AIRPORT FUND	SUBTOTAL	\$2,688.18
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$151.28
AQUA AEROBICS SYSTEMS INC	WWTP CHEMICALS	\$24,470.79
BORDER STATES INDUSTRIES INC	SUPPLIES	\$201.03
CAPITAL BUSINESS SYSTEMS INC	SERVICE CONTRACT	\$78.29
CASELLE, INC.	SOFTWARE SUPPORT	\$1,682.61
CDW GOVERNMENT INC	COMPUTERS	\$43.01
CITY PAYROLL	WAGES	\$83,120.37
CONSOLIDATED ELECTRIC DISTRIBUTORS	SUPPLIES	\$403.00
CORE & MAIN LP	SUPPLIES	\$1,387.83
CRETE ACE HARDWARE	CLEANING SUPPLIES	\$390.56
CRETE FOODMART	SUPPLIES	\$22.66
CRETE LUMBER & FARM SUPPLY CO	SUPPLIES	\$20.21
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$25,126.75
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$28.70
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$99.30
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$174.73
GILMORE & ASSOCIATES INC	ENGINEERING	\$4,500.00
INTERSTATE POWER SYSTEMS	REPAIRS	\$1,536.18
JCI INDUSTRIES INC	MOTOR REWIND	\$6,107.00
KIDWELL	NETWORK SUPPORT	\$674.03
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$447.54
MCI VERIZON	TOLL FREE LINE	\$15.81
MCMASTER-CARR SUPPLY COMPANY	SUPPLIES	\$673.48
MIDWEST LABORATORIES INC	LABS	\$2,046.24
MYGOV LLC	ANNUAL SUBSCRIPTION	\$1,710.00
NeHHS LAB	LABS	\$7.00
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$8,092.89
NORTHERN SAFETY CO. INC.	SUPPLIES	\$270.15
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$90.38
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$96.00
QUADIENT FINANCE USA INC	POSTAGE	\$275.00
RAILROAD MANAGEMENT CO III LLC	CROSSINGS	\$344.67
RESCO	SUPPLIES	\$4,638.63
SID DILLON FORD	OIL & FILTER	\$193.48
U.S. BANK	SUPPLIES	\$1,516.25
UNION BANK & TRUST	HSA FEES	\$30.00

MAY 16, 2023

CITY COUNCIL

CLAIMS PAID

UNITE PRIVATE NETWORKS LLC	ETHERNET INTERNET ACCESS	\$726.00
UPS	POSTAGE	\$18.36
VERIZON WIRELESS	PHONES	\$466.40
WASTE CONNECTIONS OF NEBRASKA	SERVICES	\$42,133.75
WINDSTREAM	PHONE LINES	\$445.69
XPRESS BILL PAY	ONLINE PMT FEE	\$849.34
UTILITY FUNDS	SUBTOTAL	\$215,305.39
AED AUTHORITY	SERVICES	\$195.00
ALL ROADS BARRICADES INC	SIGNS	\$154.24
AMAZON CAPITAL SERVICES	SUPPLIES	\$959.75
APPLIED CONCEPTS INC	SUPPLIES	\$1,150.00
AQUA-CHEM INC	CHEMICALS	\$2,072.10
AW WINDOW WASHING	WINDOW CLEANING	\$190.00
BAKER & TAYLOR	BOOKS/MAGAZINES	\$1,251.47
BARCO MUNICIPAL PRODUCTS INC	SIGN HARDWARE	\$176.21
BEATRICE CONCRETE CO	CONCRETE	\$1,851.30
BLACK HILLS ENERGY	NATURAL GAS	\$71.34
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$1,221.07
CAPITAL BUSINESS SYSTEMS INC	SERVICE CONTRACT	\$589.88
CASELLE, INC.	SOFTWARE SUPPORT	\$933.39
CATHEY, DANIELLE	REFUND	\$10.00
CDW GOVERNMENT INC	COMPUTER EXPENSE	\$32.10
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$31.15
CITY PAYROLL	WAGES	\$125,427.65
CITY REVENUE FUND	BILLING	\$1,228.52
CLEARGOV INC	SOFTWARE SUPPORT	\$10,841.67
COLE, ABBY	REFUND	\$50.00
CRETE ACE HARDWARE	JANITORIAL SUPPLIES	\$1,100.76
CRETE AREA MEDICAL CENTER	ALS SERVICE FEE	\$2,572.00
CRETE FLORAL	SUPPLIES	\$1,750.00
CRETE FOODMART	SUPPLIES	\$11.13
CRETE VETERINARY CLINIC	BOARDING	\$240.81
CRETE VOLUNTEER FIREMEN	SUPPLIES	\$127.42
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$36.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$1,298.89
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$1,109.88
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	\$3.55
ENDICOTT CLAY PRODUCTS CO	CITY COUNCIL BRICK	\$35.00
ENGINEERED CONTROLS INC	BLDG & GRND MAINT	\$280.00
ENVIRO-TECH PEST SERVICES	PEST CONTROL	\$85.00
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$58.27
FIRST NATIONAL BANK OF OMAHA	SUPPLIES	\$2,091.47
G&I FRIENDLY CLEANER LLC	JANITORIAL SERVICES	\$499.00
GILMORE & ASSOCIATES INC	ENGINEERING	\$891.74
HEATH SPORTS	UNIFORMS	\$603.58
JAIMES, HENRY	REFUND	\$75.00

MAY 16, 2023

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CITY COUNCIL

CLAIMS PAID

JEO CONSULTING GROUP INC.	ENGINEERING	\$15,585.00
K & G BODY SHOP INC	TOWING	\$400.00
KIDWELL	NETWORK SUPPORT	\$1,099.72
LEE'S REFRIGERATION	EQUIPMENT REPAIRS	\$427.73
MACQUEEN EQUIPMENT LLC	PELICAN SWEEPER REPAIR	\$2,380.77
MATHESON TRI-GAS INC	OXYGEN	\$782.11
MCI VERIZON	TOLL FREE LINE	\$48.00
MENARDS - LINCOLN SOUTH	LANDSCAPING BLOCKS	\$111.75
MIDWEST ALARM SERVICES	ALARM MONITORING	\$94.29
MYGOV LLC	ANNUAL SUBSCRIPTION	\$18,810.00
NAPA AUTO PARTS	PARTS	\$724.58
NE DEPT OF TRANSPORATION	TRAFFICE CONTROLS	\$1,305.67
NE ST FIRE MARSHAL	ANNUAL INSPECTION	\$120.00
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
OCLC INC	CATALOG/MEGADATA SUBSCRIPTION	\$183.30
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$191.00
PACE PAYMENT SYSTEMS INC	MYGOV ONLINE PAYMENTS	\$5.00
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
PURECARE CARPET	CARPET CLEANING	\$648.28
QUADIENT FINANCE USA INC	POSTAGE	\$225.00
SAPP BROS PETROLEUM	FUEL	\$1,035.31
SCHINDLER ELEVATOR CORP	INSPECTION SERVICE-241 E 13TH ST	\$188.31
SECURITY EQUIPMENT INC	CAMERA MOUNTS-243 E 13TH ST	\$1,083.00
SECURITY UNIFORMS	NEW BADGES	\$518.00
SEWARD COUNTY INDEPENDENT	CEMETERY	\$1,912.36
SID DILLON FORD	OIL CHANGE UNIT 5	\$61.14
SIEDHOFF BODY SHOP	#2023-2061 TOWING	\$210.00
SIRCHIE ACQUISITION COMPANY INC	TAMPER-PROOF EVIDENCE TAPE	\$467.65
SPECTRUM	INTERNET-1945 FOREST SB	\$136.97
SPEECE LEWIS ENGINEERS	CULVERT PROJECT 22ND ST	\$10,950.38
T.J. SOKOL	KOLACHES	\$75.00
TARGETS ONLINE	7220013-23X35 RANGE TARGET	\$311.62
TRANSUNION RISK & ALTERNATIVE	TLO MONTHLY CHARGES	\$177.60
U.S. BANK	TOM CC, ZOOM 4-3-23 ANNUAL FEE	\$2,577.98
UNION BANK & TRUST	HSA FEES	\$56.00
UNION BANK & TRUST CO	HWY ALLC FD PLEDGE BDS '19	\$624.00
UNITE PRIVATE NETWORKS LLC	ETHERNET INTERNET ACCESS	\$374.00
VERIZON WIRELESS	CELL PHONE PD	\$866.61
WASTE CONNECTIONS	TUXEDO PARK	\$642.42
WINDSTREAM	PHONE-SC911	\$1,717.70
YARD BOSS	LAWN SERVICE	\$240.00
TAX FUNDS	SUBTOTAL	\$228,714.68
ALL FUNDS	TOTAL	\$446,708.25

MAY 16, 2023

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CITY COUNCIL FINANCE COMMITTEE MEETING

May 16th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Kyle Frans: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council to waive the outstanding fines and fees from the library in the amount of \$5,739.59 accrued from prior to 2015 as determined as uncollectible.

City Administrator Tom Ourada explained that the Library Board Collection Agent won't collect anything over 5 years or older. The auditor asked to take off the books anything over 5 years. During the last library board meeting it was discussed that the library doesn't want to be known as the library that goes after patrons.

Recommend to the City Council to waive the outstanding fines and fees from the library in the amount of \$5,739.59 accrued from prior to 2015 as determined as uncollectible. Carried with a motion by Jack Oelschlager and a second by Dale Strehle.

Anthony Fitzgerald: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye

Aye: 3, No: 0

4. Officers' Reports

City Administrator Tom Ourada stated the following:

- The City will start embarking on the budget
- The sales and property tax are stable
- Crete's assessed value is less than Seward's and Schulyer's but we are still compared to them.

5. Adjournment



**CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT
COMMITTEE MEETING**

May 16th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th 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

Tom Crisman: Present
Anthony Fitzgerald: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the request for increased DTR funds in the amount of \$5,200 from 1334 Main Avenue.

City Administrator Tom Ourada explained that this had been tabled from the last meeting so that Mr. Skala could provide more information on the request. After reviewing the documents submitted, the \$5,200 request for increased DTR funds is within the amount Mr. Skala could qualify for.

Recommend to the City Council the request for increased DTR funds in the amount of \$5,200 from 1334 Main Avenue. Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PERSONNEL COMMITTEE MEETING

May 16th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th 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

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1. Open Meeting

2. Roll Call

Tom Crisman: Present
Kyle Frans: Present
Jack Oelschlager: Present
Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on Ordinance No. 2172 Amending the Crete Municipal Code pertaining to Appointed and Hired Officials.

City Administrator Tom Ourada stated that nothing has changed from the last meeting when this was tabled. Mayor Bauer is okay with it.

Recommend to the City Council on Ordinance No. 2172 Amending the Crete Municipal Code pertaining to Appointed and Hired Officials. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

Tom Crisman: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye
Aye: 3, No: 0

3.B. Consider a recommendation to the City Council to allow Mutual of Omaha Accident and Critical Illness elective coverage for employees.

Human Resource Director Wendy Thomas, stated that this is supplemental elective coverage for employees and doesn't have a cost to the employer.

Recommend to the City Council to allow Mutual of Omaha Accident and Critical Illness elective coverage for employees. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Tom Crisman: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

May 16th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th 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

Anthony Fitzgerald: Present
Dan Papik: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Provide a recommendation to the City Council on the Western Area Power Administration-Upper Great Plains Region Renewable Energy Certificate Letter and Option Form

City Administrator Tom Ourada explained that by selecting option #2, the City of Crete would designate the Municipal Energy Agency of Nebraska to manage the Western Area Power Administration-Upper Great Plains Region Renewable Energy Certificate and letter.

Recommend to the City Council to designate the Municipal Energy Agency of Nebraska to manage the Western Area Power Administration-Upper Great Plains Region Renewable

Energy Certificate Letter and Option Form. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.B. Discussion on a feasibility study for expansion to the fire station.

City Administrator Tom Ourada explained that the United States Department of Agriculture (USDA) will do grants and loans over 30 years with low interest so that the payments will be manageable. There needs to be a feasibility study which is relatively inexpensive and the city will pay for it. There would also have to be a phase 1 environmental. Ourada is looking at a Lincoln Firm to carry out the feasibility study.

3.C. Discussion on proposal for demolition and replacement of new roof and wall panel for Street Shop.

City Administrator Tom Ourada explained that there would have to be a formal spec to to Bid. Gilmore and Associates will be helping with an estimate of cost which will likely be over 6 figures.

Ourada also explained that the City has received the close out letter which explains that we bear responsibility for future issues.

3.D. Consider a recommendation to the City Council on implementing a key policy for the transfer station gate.

City Administrator Tom Ourada explained that developing a key policy which would also require a deposit for a key to the transfer station gate. Once it has been drafted, the City Attorney will review it and then it will come to the committee and then city council.

Tabled a recommendation to the City Council on implementing a key policy for the transfer station gate.

3.E. Consider a recommendation to the City Council on Nexlink Tower Site Lease Agreement.

City Administrator Tom Ourada stated that there were back and forth conversations with Nextlink to create an agreement. City Attorney Alison J Borer reviewed the agreement and it will have to be renewed every five years.

Recommend to the City Council on Nextlink Tower Site Lease Agreement. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.F. Consider a recommendation to the City Council on Change Order Request No.004 from Kingery Construction Co. in the amount of \$28,935.00 for the Crete Isis Theatre Phase I

Shaylene Smith explained that this change order is for the taxes on phase I. It is for the same one as last time.

Recommend to the City Council on Change Order Request No.004 from Kingery Construction Co. in the amount of \$28,935.00 for the Crete Isis Theatre Phase I Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 3, No: 0

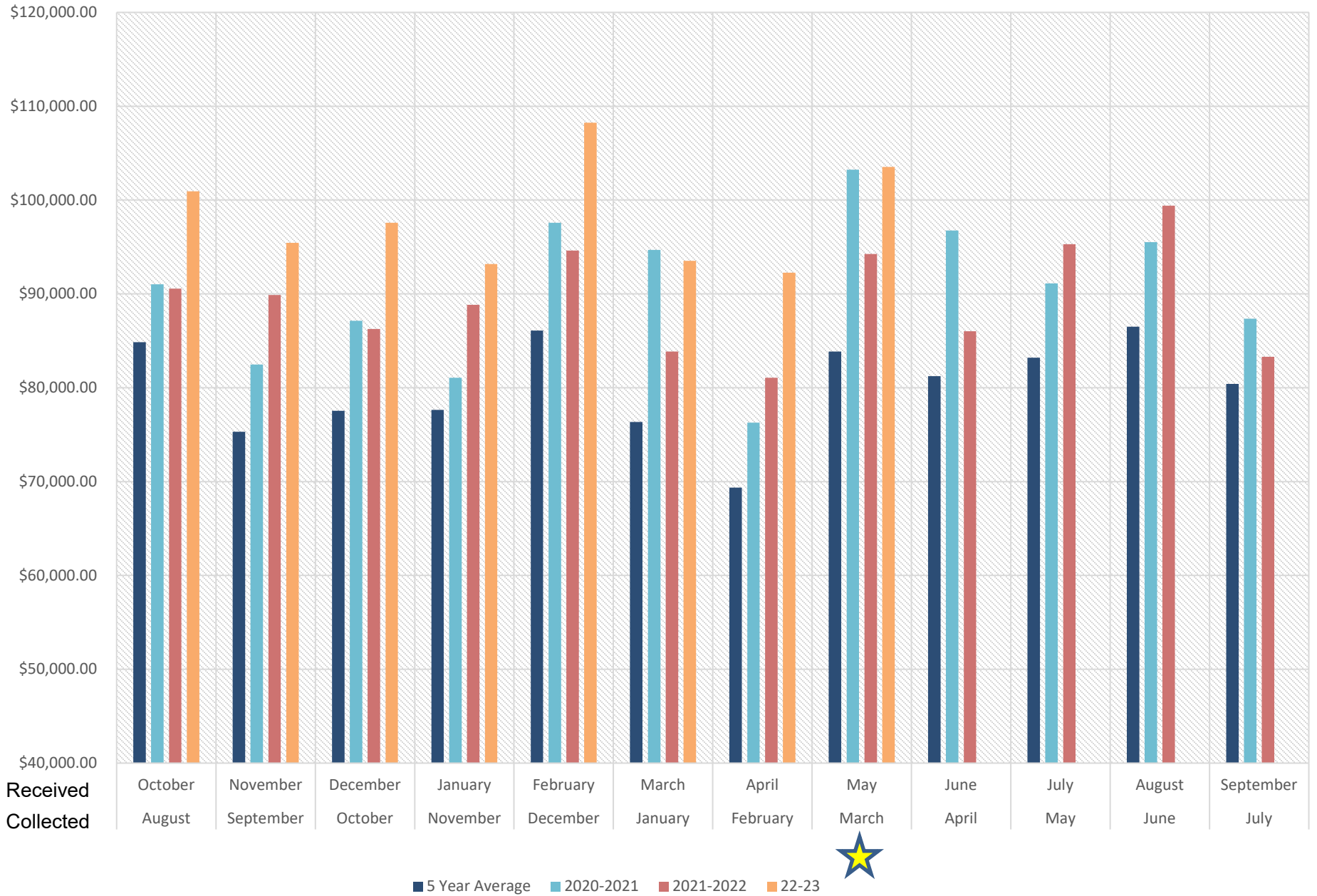
4. Officers' Reports

5. Adjournment

City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	FY2023 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$100,946.22	11.47%	\$84,867.62	\$50,473.11	\$21,000.00	\$10,500.00	\$18,973.11	(\$4,873.85)
September	November	\$82,476.13	26.54%	\$89,891.94	8.99%	\$95,435.14	6.17%	\$75,319.18	\$47,717.57	\$21,000.00	\$10,500.00	\$16,217.57	\$0.00
October	December	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$97,592.24	13.13%	\$77,547.71	\$48,796.12	\$21,000.00	\$10,500.00	\$17,296.12	(\$2,433.43)
November	January	\$81,061.09	2.17%	\$88,837.18	9.59%	\$93,189.55	4.90%	\$77,647.97	\$46,594.77	\$21,000.00	\$10,500.00	\$15,094.77	(\$8,631.44)
December	February	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$108,244.80	14.39%	\$86,097.49	\$54,122.40	\$21,000.00	\$10,500.00	\$22,622.40	\$0.00
January	March	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$93,536.46	11.54%	\$76,356.03	\$46,768.23	\$21,000.00	\$10,500.00	\$15,268.23	(\$18.69)
February	April	\$76,291.34	16.75%	\$81,072.44	6.27%	\$92,271.35	13.81%	\$69,367.38	\$46,135.68	\$21,000.00	\$10,500.00	\$14,635.68	\$0.00
March	May	\$103,246.38	32.68%	\$94,261.86	-8.70%	\$103,537.01	9.84%	\$83,858.04	\$51,768.51	\$21,000.00	\$10,500.00	\$20,268.51	(\$103.15)
April	June	\$96,756.13	38.48%	\$86,024.43	-11.09%			\$81,233.46					
May	July	\$91,114.61	22.82%	\$95,288.64	4.58%			\$83,196.01					
June	August	\$95,507.91	10.00%	\$99,404.95	4.08%			\$86,519.30					
July	September	\$87,368.56	4.88%	\$83,299.71	-4.66%			\$80,416.44					
Totals		\$1,084,254.67	17.05%	\$1,073,393.32	-0.58%	\$784,752.76	10.66%	\$962,426.65	\$392,376.38	\$168,000.00	\$84,000.00	\$140,376.38	(\$16,060.56)
						\$1,105,000.00	Budgeted Transfer to General Fund						
						Net Receipts	Monthly Transfer to General Fund						
						\$98,094.09	Average Net Receipts						
						\$92,083.33	Required						

City of Crete Net 1% Sales Tax Receipts



Report Criteria:

Vendor: Vendor number = 0-964, 966-1059, 1061-99999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)								
911 CUSTOM	1	Invoice	DRESS DUTY GEAR CHIE	05/17/2023	643.90		06/23	531-6477
Total 911 CUSTOM (5):					643.90			
AKRS EQUIPMENT (80)								
AKRS EQUIPMENT	1	Invoice	AIR FILTERS	05/09/2023	72.46		06/23	521-5791
Total AKRS EQUIPMENT (80):					72.46			
ALAN VARELA (6279)								
ALAN VARELA	1	Invoice	CONSUMER DEPOSIT RE	06/06/2023	21.15		06/23	001-3500
Total ALAN VARELA (6279):					21.15			
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	05/17/2023	292.68		06/23	701-9740
Total ALL COPY PRODUCTS INC (100):					292.68			
ALLEN AGENCY INC (6275)								
ALLEN AGENCY INC	1	Invoice	DTR REIMBURSEMENT	05/30/2023	8,894.09		06/23	852-6901
Total ALLEN AGENCY INC (6275):					8,894.09			
ALYSSA VALENCIA (6266)								
ALYSSA VALENCIA	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	17.59		05/23	001-3500
Total ALYSSA VALENCIA (6266):					17.59			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	ATOMIC CLOCK INDOOR	04/06/2023	39.99		06/23	003-9915
AMAZON BUSINESS	1	Invoice	PISTOL GRIP GREASE G	04/17/2023	88.19		06/23	701-8500
AMAZON BUSINESS	1	Invoice	POOL EQUIPMENT	05/15/2023	333.18		06/23	722-5331
AMAZON BUSINESS	1	Invoice	ANTISTATIC BAGS FOR E	05/18/2023	24.58		06/23	201-5660
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	04/10/2023	75.97		06/23	701-6210
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	04/21/2023	45.12		06/23	701-5693
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/27/2023	77.39		06/23	701-5691

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/13/2023	159.55		06/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	05/14/2023	63.20		06/23	701-6210
AMAZON BUSINESS	1	Invoice	DONATIONS	05/18/2023	99.86		06/23	702-5692
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/20/2023	69.99		06/23	701-5691
AMAZON BUSINESS	1	Invoice	DONATIONS	05/21/2023	201.52		06/23	702-5692
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	05/21/2023	26.99		06/23	701-9900
AMAZON BUSINESS	1	Invoice	DONATIONS	05/22/2023	62.25		06/23	702-5692
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/24/2023	284.17		06/23	701-5691
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	05/24/2023	49.98		06/23	701-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/25/2023	27.84		06/23	701-5691
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	05/25/2023	31.78		06/23	531-6477
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/25/2023	9.89		06/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/25/2023	65.38		06/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/25/2023	14.00		06/23	701-5691
AMAZON BUSINESS	1	Invoice	POOL EQUIPMENT	05/30/2023	245.87		06/23	722-5331
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	05/31/2023	27.85		06/23	701-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	05/29/2023	187.00		06/23	701-5691
AMAZON BUSINESS	1	Invoice	DONATIONS	05/31/2023	122.85		06/23	702-5692
Total AMAZON BUSINESS (6116):					2,434.39			
ANA PEREZ (6252)								
ANA PEREZ	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	109.17		05/23	001-3500
Total ANA PEREZ (6252):					109.17			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	CHEMICALS	05/18/2023	825.60		06/23	522-5570
Total AQUA-CHEM INC (260):					825.60			
ASHLEY TETEN (6281)								
ASHLEY TETEN	1	Invoice	CONSUMER DEPOSIT RE	06/06/2023	59.43		06/23	001-3500
Total ASHLEY TETEN (6281):					59.43			
AURA GONZALES (6263)								
AURA GONZALES	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	145.42		05/23	001-3500
Total AURA GONZALES (6263):					145.42			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/09/2023	42.79		06/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/10/2023	25.22		06/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/15/2023	149.23		06/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	05/17/2023	57.92		06/23	701-5691
Total BAKER & TAYLOR (370):					275.16			
BARKING DOG INTERPRETIVE DESIGN INC (385)								
BARKING DOG INTERPRETIVE DESIGN INC	1	Invoice	REMOVABLE RAIL FOR S	03/24/2023	60.55		06/23	701-6210
Total BARKING DOG INTERPRETIVE DESIGN INC (385):					60.55			
BATES, ALYCIA (5999)								
BATES, ALYCIA	1	Invoice	REFUND MICRO T-BALL	05/24/2023	25.00		06/23	721-5901
Total BATES, ALYCIA (5999):					25.00			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	ROAD GRAVEL	05/10/2023	396.00		06/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	ROAD GRAVEL	05/11/2023	60.58		06/23	002-8031
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	05/16/2023	51.43		06/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	05/17/2023	12.95		06/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	05/17/2023	559.66		06/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	2-3" SEITZ CLEAN ROCK	05/23/2023	321.12		06/23	401-5980
Total BEATRICE CONCRETE CO (440):					1,401.74			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	05/19/2023	352.74		06/23	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	05/24/2023	57.61		06/23	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	05/24/2023	40.53		06/23	502-7530
BLACK HILLS ENERGY	1	Invoice	7515-0723-40 210 E 14TH	05/24/2023	59.93		06/23	301-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	05/24/2023	594.14		06/23	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	05/24/2023	80.47		06/23	003-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	05/24/2023	43.57		06/23	810-5210
Total BLACK HILLS ENERGY (495):					1,228.99			
BORDER STATES (555)								
BORDER STATES	1	Invoice	BLC-451W-RED FLAG RE	05/16/2023	284.76	1440	06/23	001-8040

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BORDER STATES (555):					284.76			
BROADCAST MICROWAVE SERVICES LLC (5667)								
BROADCAST MICROWAVE SERVICES LLC	1	Invoice	REPAIR IN-CAR CAMERA	05/19/2023	612.00		06/23	201-5791
Total BROADCAST MICROWAVE SERVICES LLC (5667):					612.00			
CARLOS BREMER ROJAS (6251)								
CARLOS BREMER ROJAS	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	3.87		05/23	001-3500
Total CARLOS BREMER ROJAS (6251):					3.87			
CARRIKER, CASEY (5728)								
CARRIKER, CASEY	1	Invoice	REFUND MICRO T-BALL	05/24/2023	25.00		06/23	721-5901
Total CARRIKER, CASEY (5728):					25.00			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	TRIPP 75FT CAT6 CAT5E	05/04/2023	86.76		06/23	501-6050
CDW GOVERNMENT INC	1	Invoice	EDGE 8GB KIT 2X2GB DD	05/08/2023	21.12		06/23	201-6050
Total CDW GOVERNMENT INC (750):					107.88			
CENGAGE LEARNING INC/GALE (1890)								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	05/18/2023	115.58		06/23	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	05/23/2023	89.35		06/23	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	05/24/2023	22.13		06/23	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					227.06			
CENTER POINT LARGE PRINT (765)								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	05/19/2023	191.16		06/23	701-5691
Total CENTER POINT LARGE PRINT (765):					191.16			
CHIT HTOO (6265)								
CHIT HTOO	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	16.31		05/23	001-3500
Total CHIT HTOO (6265):					16.31			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CINDY SYDOW (6261)								
CINDY SYDOW	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	150.00		05/23	001-3500
Total CINDY SYDOW (6261):					150.00			
CITY OF BEATRICE (840)								
CITY OF BEATRICE	1	Invoice	E-CITATION IMPLEMENTA	05/24/2023	2,137.68		06/23	202-6050
Total CITY OF BEATRICE (840):					2,137.68			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	05/22/2023	3,538.90		05/23	001-3500
CITY REVENUE FUND	1	Invoice	POLICE	06/01/2023	2,256.20		06/23	201-5800
CITY REVENUE FUND	2	Invoice	POLICE	06/01/2023	59.21		06/23	203-5800
CITY REVENUE FUND	3	Invoice	STREET	06/01/2023	1,456.09		06/23	401-5800
CITY REVENUE FUND	4	Invoice	FIRE	06/01/2023	479.37		06/23	301-5800
CITY REVENUE FUND	5	Invoice	CEMETERY	06/01/2023	274.91		06/23	601-5800
CITY REVENUE FUND	6	Invoice	PARK&REC	06/01/2023	455.43		06/23	521-5800
CITY REVENUE FUND	1	Invoice	AIRPORT SALES TAX	05/15/2023	74.22		06/23	050-4107
CITY REVENUE FUND	2	Invoice	AIRPORT SALES TAX	05/15/2023	46.40		06/23	050-4215
CITY REVENUE FUND	1	Invoice	SALES TAX	05/15/2023	9.42		06/23	401-4911
CITY REVENUE FUND	2	Invoice	SALES TAX	05/15/2023	16.08		06/23	722-4960
CITY REVENUE FUND	1	Invoice	AIRPORT UTILITIES	05/31/2023	24.57		06/23	050-7530
CITY REVENUE FUND	1	Invoice	PAPER TOWELS	06/01/2023	65.14		06/23	521-6020
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	06/06/2023	1,816.58		06/23	001-3500
Total CITY REVENUE FUND (860):					10,572.52			
CODY, LIZ (6277)								
CODY, LIZ	1	Invoice	OFFICE SUPPLIES/CONC	05/24/2023	76.98		06/23	722-8500
Total CODY, LIZ (6277):					76.98			
CONSOLIDATED MANAGEMENT COMPANY (955)								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	05/10/2023	126.25		06/23	201-5120
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	05/17/2023	126.25		06/23	201-5120
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	05/24/2023	115.00		06/23	201-5120
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	05/31/2023	98.75		06/23	201-5120
Total CONSOLIDATED MANAGEMENT COMPANY (955):					466.25			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CONSTELLATION NEW ENERGY GAS DIVISION (960)								
CONSTELLATION NEW ENERGY GAS DIVISION	1	Invoice	NATURAL GAS	05/23/2023	522.23		06/23	001-7040
Total CONSTELLATION NEW ENERGY GAS DIVISION (960):					522.23			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	SOCKET-TITE 5PT PENTA	05/05/2023	204.25	1436	06/23	002-8500
CORE & MAIN LP	1	Invoice	3/4S IPERL NO CABLE S	05/05/2023	5,210.10	1425	06/23	002-8090
CORE & MAIN LP	1	Invoice	6 2606ALAFAA RW GV OL	05/16/2023	1,297.49		06/23	002-8021
Total CORE & MAIN LP (1005):					6,711.84			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	05/10/2023	472.65		06/23	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	05/10/2023	750.00		06/23	302-5342
Total CRETE AREA MEDICAL CENTER (1070):					1,222.65			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	DONATIONS	05/02/2023	17.51		06/23	702-5692
CRETE FOODMART (GEN)	1	Invoice	OFFICE SUPPLIES	05/25/2023	23.72		06/23	701-9900
Total CRETE FOODMART (GEN) (1095):					41.23			
CRETE LUMBER & FARM SUPPLY CO (1110)								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	GALV NIPPLES	05/25/2023	52.20		06/23	002-8031
Total CRETE LUMBER & FARM SUPPLY CO (1110):					52.20			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	POSTAGE	05/31/2023	377.23		05/23	001-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	05/31/2023	377.23		05/23	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	05/31/2023	377.22		05/23	003-9650
Total CRETE POSTMASTER (1120):					1,131.68			
CRETE VOLUNTEER FIREMEN (1145)								
CRETE VOLUNTEER FIREMEN	1	Invoice	AMAZON - RESCUE TRAI	04/25/2023	351.96		06/23	301-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	CRETE LUMBER - FIRE F	04/07/2023	35.97		06/23	301-5800
CRETE VOLUNTEER FIREMEN	1	Invoice	KAIDEN SMITH FIRE SCH	05/30/2023	300.00		06/23	301-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	NAT'L REGISTRY OF EME	02/19/2023	104.00		06/23	301-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE VOLUNTEER FIREMEN	1	Invoice	TIFFANY CARNAHAN RE	05/30/2023	1,130.00		06/23	301-9760
Total CRETE VOLUNTEER FIREMEN (1145):					1,921.93			
CRIST TOWING SERVICE (5635)								
CRIST TOWING SERVICE	1	Invoice	2023-2480 TOWING	05/25/2023	168.00		06/23	201-5812
Total CRIST TOWING SERVICE (5635):					168.00			
CULLIGAN WATER SERVICE (1160)								
CULLIGAN WATER SERVICE	1	Invoice	WATER COOLER RENTAL	05/31/2023	13.00		06/23	701-9900
Total CULLIGAN WATER SERVICE (1160):					13.00			
DANKO EMERGENCY EQUIPMENT CO (1200)								
DANKO EMERGENCY EQUIPMENT CO	1	Invoice	FIRE EQUIP MISC	05/05/2023	2,263.82		06/23	303-5260
Total DANKO EMERGENCY EQUIPMENT CO (1200):					2,263.82			
DELTA FIRE & SAFETY TX (6276)								
DELTA FIRE & SAFETY TX	1	Invoice	FIRE EQUIP MISC	03/15/2023	208.84		06/23	303-5260
Total DELTA FIRE & SAFETY TX (6276):					208.84			
DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985)								
DHHS (DEPT OF HEALTH & HUMAN SERVICES)	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	401.67		05/23	001-3500
Total DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985):					401.67			
DOMANGUE, JODY (6244)								
DOMANGUE, JODY	1	Invoice	SIBLING DISCOUNT	05/16/2023	20.00		06/23	722-5901
Total DOMANGUE, JODY (6244):					20.00			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	ENVELOPES	05/17/2023	455.58		06/23	003-9900
EAKES OFFICE SOLUTIONS	2	Invoice	ENVELOPES	05/17/2023	506.82		06/23	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	ENVELOPES	05/17/2023	506.83		06/23	001-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/26/2023	91.99		06/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/26/2023	77.48		06/23	401-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	05/26/2023	77.48		06/23	002-9900

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	05/26/2023	89.10		06/23	001-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	05/26/2023	89.10		06/23	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/26/2023	9.96		06/23	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	05/26/2023	6.64		06/23	401-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	05/26/2023	46.63		06/23	521-6020
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	05/26/2023	43.33		06/23	522-6020
EAKES OFFICE SOLUTIONS	5	Invoice	OFFICE SUPPLIES	05/26/2023	26.56		06/23	001-9900
EAKES OFFICE SOLUTIONS	6	Invoice	OFFICE SUPPLIES	05/26/2023	6.64		06/23	002-9900
EAKES OFFICE SOLUTIONS	7	Invoice	OFFICE SUPPLIES	05/26/2023	6.64		06/23	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	05/26/2023	24.18		06/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	06/02/2023	45.00		06/23	101-9900
Total EAKES OFFICE SOLUTIONS (1475):					2,109.96			
EGAN SUPPLY CO (1505)								
EGAN SUPPLY CO	1	Invoice	ANTIBACTERIAL 1G/4CS	05/15/2023	77.84		06/23	501-5541
Total EGAN SUPPLY CO (1505):					77.84			
ELLE'S ON MAIN LLC (1545)								
ELLE'S ON MAIN LLC	1	Invoice	DTR REIMBURSEMENT	05/30/2023	34,000.00		06/23	852-6901
Total ELLE'S ON MAIN LLC (1545):					34,000.00			
EMBLEM ENTERPRISES INC (1555)								
EMBLEM ENTERPRISES INC	1	Invoice	YRS OF SERVICE PATCH	05/24/2023	154.54		06/23	531-6477
Total EMBLEM ENTERPRISES INC (1555):					154.54			
EMERGENCY MEDICAL PRODUCTS (1570)								
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	05/15/2023	465.30		06/23	302-5341
Total EMERGENCY MEDICAL PRODUCTS (1570):					465.30			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	05/10/2023	45.00		06/23	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					45.00			
ESMELDA CIFUENTES CARRETO (6262)								
ESMELDA CIFUENTES CARRETO	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	150.00		05/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total ESMELDA CIFUENTES CARRETO (6262):					150.00			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	06/01/2023	8.00		06/23	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	06/01/2023	10.00		06/23	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	06/01/2023	.40		06/23	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	06/01/2023	.40		06/23	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	06/01/2023	1.20		06/23	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	06/01/2023	40.00		06/23	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	06/01/2023	10.00		06/23	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	06/01/2023	10.00		06/23	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					80.00			
FAIRFIELD INN & SUITES (1685)								
FAIRFIELD INN & SUITES	1	Invoice	MEETING/TRAINING	05/18/2023	253.90		06/23	001-9760
FAIRFIELD INN & SUITES	2	Invoice	MEETING/TRAINING	05/18/2023	253.90		06/23	101-9760
Total FAIRFIELD INN & SUITES (1685):					507.80			
FIRST NATIONAL BANK OF OMAHA (1770)								
FIRST NATIONAL BANK OF OMAHA	1	Invoice	CHAD CC, WALMART 055	05/26/2023	6.88		06/23	201-5801
FIRST NATIONAL BANK OF OMAHA	2	Invoice	CHAD CC, CASEYS 1383	05/26/2023	24.63		06/23	201-5800
FIRST NATIONAL BANK OF OMAHA	3	Invoice	CHAD CC, CASEYS 2698	05/26/2023	12.10		06/23	201-5800
FIRST NATIONAL BANK OF OMAHA	4	Invoice	CHAD CC, CASEYS 2408	05/26/2023	25.22		06/23	201-5800
FIRST NATIONAL BANK OF OMAHA	5	Invoice	CHAD CC, CASEYS 2340	05/26/2023	40.00		06/23	201-5800
FIRST NATIONAL BANK OF OMAHA	6	Invoice	CHAD CC, CASEYS 6651	05/26/2023	27.98		06/23	201-5800
FIRST NATIONAL BANK OF OMAHA	7	Invoice	CHAD CC, WALMAR 0597	05/26/2023	50.00		06/23	201-9900
FIRST NATIONAL BANK OF OMAHA	1	Invoice	JON CC, RAY ALLEN MFG	05/26/2023	340.74		06/23	205-6026
FIRST NATIONAL BANK OF OMAHA	2	Invoice	JON CC, ASSN THREAT A	05/26/2023	125.00		06/23	201-5400
FIRST NATIONAL BANK OF OMAHA	1	Invoice	GARY CC, JONES BARTL	05/26/2023	167.38		06/23	201-5690
FIRST NATIONAL BANK OF OMAHA	2	Invoice	GARY CC, GALLS 237133	05/26/2023	88.19		06/23	531-6477
Total FIRST NATIONAL BANK OF OMAHA (1770):					908.12			
GILMORE & BELL PC (1960)								
GILMORE & BELL PC	1	Invoice	SRS 2023 BOND ANTICIP	05/25/2023	10,300.00		06/23	532-9860
Total GILMORE & BELL PC (1960):					10,300.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
GRIFFIN, KILEE (5729)								
GRIFFIN, KILEE	1	Invoice	REFUND MICRO T-BALL	05/24/2023	25.00		06/23	721-5901
Total GRIFFIN, KILEE (5729):					25.00			
HAVLAT REPAIR (6178)								
HAVLAT REPAIR	1	Invoice	FIRE VEHICLE REPAIR	05/19/2023	870.50		06/23	301-5791
Total HAVLAT REPAIR (6178):					870.50			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	05/24/2023	49.21		06/23	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	05/24/2023	9.97		06/23	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	05/24/2023	10.90		06/23	301-7530
Total HEARTLAND NATURAL GAS (2175):					70.08			
HEATH SPORTS (2180)								
HEATH SPORTS	1	Invoice	SEW PATCHES-OFC GAM	02/14/2023	200.00		06/23	531-6477
HEATH SPORTS	1	Invoice	METER READER VESTS	05/12/2023	24.00		06/23	001-9640
HEATH SPORTS	2	Invoice	METER READER VESTS	05/12/2023	24.00		06/23	002-9640
HEATH SPORTS	3	Invoice	METER READER VESTS	05/12/2023	24.00		06/23	003-9640
Total HEATH SPORTS (2180):					272.00			
HEIMAN INC (5629)								
HEIMAN INC	1	Invoice	FIRE EQUIP - BOOTS	05/10/2023	956.76		06/23	303-5261
Total HEIMAN INC (5629):					956.76			
JACK OLSEN (6253)								
JACK OLSEN	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	85.72		05/23	001-3500
Total JACK OLSEN (6253):					85.72			
JACKSON HAURY (6254)								
JACKSON HAURY	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	98.52		05/23	001-3500
Total JACKSON HAURY (6254):					98.52			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
JACKSON, JAY (6267)								
JACKSON, JAY	1	Invoice	T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total JACKSON, JAY (6267):					25.00			
JESUS LEANOS (6249)								
JESUS LEANOS	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	119.28		05/23	001-3500
Total JESUS LEANOS (6249):					119.28			
JOSE DIAZ MOREIRA (6278)								
JOSE DIAZ MOREIRA	1	Invoice	CONSUMER DEPOSIT RE	06/06/2023	110.00		06/23	001-3500
Total JOSE DIAZ MOREIRA (6278):					110.00			
JOSE LUIS VENTURA VENTURA (6250)								
JOSE LUIS VENTURA VENTURA	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	52.70		05/23	001-3500
Total JOSE LUIS VENTURA VENTURA (6250):					52.70			
JR WELDING INC (5908)								
JR WELDING INC	1	Invoice	REPAIR GUTTERS	05/15/2023	360.00		06/23	522-5330
Total JR WELDING INC (5908):					360.00			
KEN'S USAVE PHARMACY (2570)								
KEN'S USAVE PHARMACY	1	Invoice	BABY ASPIRIN	05/01/2023	5.37		06/23	302-5341
Total KEN'S USAVE PHARMACY (2570):					5.37			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGREEMENT	05/01/2023	22.50		06/23	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	05/01/2023	55.00		06/23	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	05/01/2023	17.50		06/23	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	05/01/2023	5.00		06/23	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	05/01/2023	22.50		06/23	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	05/01/2023	55.00		06/23	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	05/01/2023	12.50		06/23	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	05/01/2023	35.00		06/23	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	05/01/2023	12.50		06/23	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	05/01/2023	12.50		06/23	003-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total KIDWELL (2580):					250.00			
KS/NE SWIM LEAGUE (5718)								
KS/NE SWIM LEAGUE	1	Invoice	2023 LEAGUE DUES	05/22/2023	400.00		06/23	722-5585
Total KS/NE SWIM LEAGUE (5718):					400.00			
LINCOLN CHAMBER ECONOMIC DEV. CORP. (5722)								
LINCOLN CHAMBER ECONOMIC DEV. CORP.	1	Invoice	DUES 6-1-23 TO 5-31-24	05/16/2023	2,500.00		06/23	801-5753
Total LINCOLN CHAMBER ECONOMIC DEV. CORP. (5722):					2,500.00			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	6" PVC RESTRAINT (RED	05/11/2023	266.22	1444	06/23	002-8021
LINCOLN WINWATER WORKS	2	Invoice	MGP6 6 MJ GSKT/T-BOL	05/11/2023	124.32	1444	06/23	002-8021
LINCOLN WINWATER WORKS	3	Invoice	5614A 5-1/2 MINN STOP B	05/11/2023	355.94	1444	06/23	002-8031
LINCOLN WINWATER WORKS	1	Invoice	KRYLON 03620 BLUE PAI	05/19/2023	182.92		06/23	002-8021
Total LINCOLN WINWATER WORKS (2810):					929.40			
MASHAYLA BURNETT (6255)								
MASHAYLA BURNETT	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	147.67		05/23	001-3500
Total MASHAYLA BURNETT (6255):					147.67			
MATHESON TRI-GAS INC (3020)								
MATHESON TRI-GAS INC	1	Invoice	OXYGEN	05/31/2023	147.60		06/23	302-5265
Total MATHESON TRI-GAS INC (3020):					147.60			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	05/17/2023	128.65		06/23	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	05/24/2023	70.80		06/23	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	05/31/2023	70.80		06/23	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					270.25			
MENARDS - LINCOLN SOUTH (3115)								
MENARDS - LINCOLN SOUTH	1	Invoice	12000 BTU ELECTRONIC	05/15/2023	369.99		06/23	304-4909

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total MENARDS - LINCOLN SOUTH (3115):					369.99			
MIDLAND SCIENTIFIC INC (3165)								
MIDLAND SCIENTIFIC INC	1	Invoice	1L ACRYLIC SETTLOMET	05/15/2023	152.78	1443	06/23	003-7282
MIDLAND SCIENTIFIC INC	1	Invoice	20" CRUCIBLE TONGS	05/18/2023	28.94	1443	06/23	003-7282
Total MIDLAND SCIENTIFIC INC (3165):					181.72			
MIDWEST BREATHING AIR LLC (3180)								
MIDWEST BREATHING AIR LLC	1	Invoice	BREATHING APP.	05/23/2023	815.87		06/23	303-5264
Total MIDWEST BREATHING AIR LLC (3180):					815.87			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	05/17/2023	540,546.72		06/23	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	05/17/2023	6.33		06/23	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	05/17/2023	81,766.88		06/23	001-7820
MUNICIPAL ENERGY AGENCY OF NEBRASKA	4	Invoice	GENERATION COMPENS	05/17/2023	222.22-		06/23	001-4215
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					622,097.71			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	FUSE KIT/UCB-10 CIRBR	05/25/2023	31.69		06/23	001-7080
NAPA AUTO PARTS	1	Invoice	BELT FOR HVAC	05/30/2023	39.48		06/23	003-7220
NAPA AUTO PARTS	1	Invoice	BATTERY	05/22/2023	166.99		06/23	521-5791
Total NAPA AUTO PARTS (3345):					238.16			
NE DEPT OF REVENUE (3415)								
NE DEPT OF REVENUE	1	Invoice	SALES TAX	05/15/2023	44,641.38		06/23	001-3150
NE DEPT OF REVENUE	2	Invoice	SALES TAX	05/15/2023	150.00-		06/23	001-4904
NE DEPT OF REVENUE	3	Invoice	SALES TAX (AIRPORT)	05/15/2023	120.62		06/23	001-1280
NE DEPT OF REVENUE	4	Invoice	SALES TAX (TAX FUND)	05/15/2023	25.50		06/23	001-1280
NE DEPT OF REVENUE	5	Invoice	SALES TAX	05/15/2023	76.15		06/23	001-7200
NE DEPT OF REVENUE	6	Invoice	SALES TAX	05/15/2023	157.54		06/23	001-8460
NE DEPT OF REVENUE	7	Invoice	SALES TAX	05/15/2023	82.72		06/23	001-8000
NE DEPT OF REVENUE	8	Invoice	SALES TAX	05/15/2023	1.40		06/23	001-9740
NE DEPT OF REVENUE	9	Invoice	SALES TAX	05/15/2023	3.67		06/23	001-9900
NE DEPT OF REVENUE	10	Invoice	SALES TAX	05/15/2023	378.84		06/23	001-9910
NE DEPT OF REVENUE	11	Invoice	SALES TAX	05/15/2023	7.78		06/23	001-9915

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
NE DEPT OF REVENUE	12	Invoice	SALES TAX	05/15/2023	1.53		06/23	002-7041
NE DEPT OF REVENUE	13	Invoice	SALES TAX	05/15/2023	53.32		06/23	002-7201
NE DEPT OF REVENUE	14	Invoice	SALES TAX	05/15/2023	8.44		06/23	002-8100
NE DEPT OF REVENUE	15	Invoice	SALES TAX	05/15/2023	134.37		06/23	002-8460
NE DEPT OF REVENUE	16	Invoice	SALES TAX	05/15/2023	1.40		06/23	002-9740
NE DEPT OF REVENUE	17	Invoice	SALES TAX	05/15/2023	1.65		06/23	002-9900
NE DEPT OF REVENUE	18	Invoice	SALES TAX	05/15/2023	183.79		06/23	002-9910
NE DEPT OF REVENUE	19	Invoice	SALES TAX	05/15/2023	4.18		06/23	002-9915
Total NE DEPT OF REVENUE (3415):					45,734.28			
NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LAB	05/16/2023	60.00		06/23	002-7281
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LABS	05/23/2023	17.00		06/23	003-7282
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					77.00			
NE STATE BAR ASSOCIATION (6245)								
NE STATE BAR ASSOCIATION	1	Invoice	AD-WEBSITE/ONLINE CL	05/17/2023	300.00		06/23	101-5390
Total NE STATE BAR ASSOCIATION (6245):					300.00			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR-NEW HOLL	05/22/2023	59.54		06/23	401-5810
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR F-250	05/26/2023	27.49		06/23	521-5810
Total NEBRASKALAND TIRE INC (5636):					87.03			
NORTHERN SAFETY CO. INC. (3695)								
NORTHERN SAFETY CO. INC.	1	Invoice	HARD HATS	05/09/2023	92.81		06/23	401-9640
Total NORTHERN SAFETY CO. INC. (3695):					92.81			
OCLC INC (3745)								
OCLC INC	1	Invoice	CATALOG/MEGADATA SU	06/01/2023	183.30		06/23	702-5700
Total OCLC INC (3745):					183.30			
OLSSON (3775)								
OLSSON	1	Invoice	#022-02597 DOANE SUBS	05/15/2023	6,829.35		06/23	001-2000

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total OLSSON (3775):					6,829.35			
ONE CALL CONCEPTS INC (3810)								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	05/31/2023	59.30		06/23	002-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	05/31/2023	59.30		06/23	001-9730
Total ONE CALL CONCEPTS INC (3810):					118.60			
OURADA, TOM (3860)								
OURADA, TOM	1	Invoice	MILEAGE REIMBURSEME	05/19/2023	170.30		06/23	001-9760
OURADA, TOM	1	Invoice	REIMBURSEMENT	05/17/2023	56.12		06/23	001-9670
Total OURADA, TOM (3860):					226.42			
PACE PAYMENT SYSTEMS INC (ACH) (5851)								
PACE PAYMENT SYSTEMS INC (ACH)	1	Invoice	MYGOV ONLINE PAYMEN	05/31/2023	5.00		06/23	101-9926
Total PACE PAYMENT SYSTEMS INC (ACH) (5851):					5.00			
PALMER, CLARISSA (6268)								
PALMER, CLARISSA	1	Invoice	T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total PALMER, CLARISSA (6268):					25.00			
PAMELA & ROBERT MADSEN (6256)								
PAMELA & ROBERT MADSEN	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	138.73		05/23	001-3500
Total PAMELA & ROBERT MADSEN (6256):					138.73			
PARAISO LLC (6274)								
PARAISO LLC	1	Invoice	DTR REIMBURSEMENT	05/30/2023	32,664.80		06/23	852-6901
Total PARAISO LLC (6274):					32,664.80			
PETTY CASH (3960)								
PETTY CASH	1	Invoice	POSTAGE-USPS 12-12-22	05/22/2023	.60		06/23	001-9650
PETTY CASH	2	Invoice	POSTAGE-USPS 01-10-23	05/22/2023	18.00		06/23	002-9650
PETTY CASH	3	Invoice	MEETING/TRAINING	05/22/2023	17.07		06/23	002-9760
PETTY CASH	4	Invoice	O-RING - CRETE ACE B8	05/22/2023	1.06		06/23	002-8500
PETTY CASH	5	Invoice	COUPLE-CRETE ACE B95	05/22/2023	1.54		06/23	002-7201

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
PETTY CASH	6	Invoice	NEBR TITLE 0330016 4-4-	05/22/2023	15.00		06/23	551-5007
PETTY CASH	7	Invoice	ICE-CASEYS 2368701 5-1	05/22/2023	5.99		06/23	002-9650
PETTY CASH	8	Invoice	POSTAGE-USPS 5-16-23	05/22/2023	19.10		06/23	002-9650
PETTY CASH	9	Invoice	POSTAGE-USPS 5-22-23	05/22/2023	9.55		06/23	002-9650
Total PETTY CASH (3960):					87.91			
PL ENERSERV LLC (6258)								
PL ENERSERV LLC	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	100.00		05/23	001-3500
Total PL ENERSERV LLC (6258):					100.00			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	05/10/2023	76.89		06/23	201-5329
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	05/24/2023	55.37		06/23	502-5750
Total PRESTO-X (4050):					132.26			
PRIBYL PLUMBING (4055)								
PRIBYL PLUMBING	1	Invoice	PLUMBING REPAIRS	05/03/2023	1,653.01		06/23	201-5329
Total PRIBYL PLUMBING (4055):					1,653.01			
PUREAIR FILTRATION (6240)								
PUREAIR FILTRATION	1	Invoice	POROUS, 4MM CYLINDRI	05/26/2023	1,717.24	1445	06/23	003-7082
PUREAIR FILTRATION	2	Invoice	50%/50% BLEND OF PUR	05/26/2023	756.96	1445	06/23	003-7082
PUREAIR FILTRATION	3	Invoice	FREIGHT	05/26/2023	497.00	1445	06/23	003-7082
Total PUREAIR FILTRATION (6240):					2,971.20			
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	05/09/2023	100.00		06/23	701-9650
Total QUADIENT FINANCE USA INC (5591):					100.00			
QUINN, ASHLEY (6246)								
QUINN, ASHLEY	1	Invoice	SIBLING DISCOUNT	05/19/2023	10.00		06/23	722-5901
Total QUINN, ASHLEY (6246):					10.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
RAMADA MIDTOWN CONFERENCE CENTER (5736)								
RAMADA MIDTOWN CONFERENCE CENTER	1	Invoice	K Aidan Smith Fire Sch	05/21/2023	309.90		06/23	301-9760
Total RAMADA MIDTOWN CONFERENCE CENTER (5736):					309.90			
RAMOS, ZORAIDA (4175)								
RAMOS, ZORAIDA	1	Invoice	MILEAGE	06/01/2023	40.37		06/23	701-9760
Total RAMOS, ZORAIDA (4175):					40.37			
REGION V SERVICES CRETE (4250)								
REGION V SERVICES CRETE	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	131.11		05/23	001-3500
REGION V SERVICES CRETE	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	250.00		05/23	001-3500
Total REGION V SERVICES CRETE (4250):					381.11			
RENKER, LAURA (4270)								
RENKER, LAURA	1	Invoice	MEETING/TRAINING	05/12/2023	35.00		06/23	701-9760
Total RENKER, LAURA (4270):					35.00			
RESCO (4280)								
RESCO	1	Invoice	PHOTOEYE ELECTRONI	05/30/2023	645.00	1451	06/23	001-8071
Total RESCO (4280):					645.00			
RP CONSTRUCTORS LLC (6257)								
RP CONSTRUCTORS LLC	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	100.00		05/23	001-3500
Total RP CONSTRUCTORS LLC (6257):					100.00			
SACK LUMBER CO (4385)								
SACK LUMBER CO	1	Invoice	4X4-10 1 TREATED LUMB	04/26/2023	41.98		06/23	701-5330
Total SACK LUMBER CO (4385):					41.98			
SANCHEZ, CILIA (6247)								
SANCHEZ, CILIA	1	Invoice	TRANSFER-SWIMTEAM T	05/16/2023	30.00		06/23	722-5901
Total SANCHEZ, CILIA (6247):					30.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SANDRY FIRE SUPPLY LLC (4495)								
SANDRY FIRE SUPPLY LLC	1	Invoice	BREATHING APP.-FLOW	05/03/2023	1,462.00		06/23	303-5264
SANDRY FIRE SUPPLY LLC	1	Invoice	FIRE EQUIP MISC	05/09/2023	534.95		06/23	303-5260
SANDRY FIRE SUPPLY LLC	1	Invoice	EQUIP-COATS, PANTS	05/23/2023	20,045.00		06/23	303-5261
Total SANDRY FIRE SUPPLY LLC (4495):					22,041.95			
SARGENT DRILLING (5724)								
SARGENT DRILLING	1	Invoice	ELECTRIC MOTORS SER	05/05/2023	1,075.00		06/23	002-7201
SARGENT DRILLING	1	Invoice	WELL/PUMP TEST	05/19/2023	1,784.90		06/23	002-7081
Total SARGENT DRILLING (5724):					2,859.90			
SCHINDLER ELEVATOR CORP (4530)								
SCHINDLER ELEVATOR CORP	1	Invoice	INSPECTION SERVICE - 1	05/01/2023	188.31		06/23	201-5329
Total SCHINDLER ELEVATOR CORP (4530):					188.31			
SCOTT WAGNER (6248)								
SCOTT WAGNER	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	48.03		05/23	001-3500
Total SCOTT WAGNER (6248):					48.03			
SECURITY UNIFORMS (4565)								
SECURITY UNIFORMS	1	Invoice	BADGE - SGT GAMAN	05/18/2023	180.00		06/23	531-6477
Total SECURITY UNIFORMS (4565):					180.00			
SEGNER, MELISSA (6269)								
SEGNER, MELISSA	1	Invoice	MICRO T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total SEGNER, MELISSA (6269):					25.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-SWITCHGEAR	05/10/2023	82.50		06/23	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	HEARING-SR VILLAS RE	05/24/2023	49.74		06/23	802-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	HEARING-CARDINAL VE	05/24/2023	98.74		06/23	802-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-SUB TRANSFORME	05/17/2023	115.12		06/23	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	CIVIL SERVICE	05/24/2023	8.29		06/23	101-5381
SEWARD COUNTY INDEPENDENT	1	Invoice	HEARING-TILLMAN INFR	05/24/2023	11.78		06/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-TRANSFORMER V2	05/24/2023	27.49		06/23	001-9880

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2172	05/24/2023	12.22		06/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-35KV PDC V2	05/24/2023	30.11		06/23	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	05/24/2023	11.35		06/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-15KV PDC V2	05/24/2023	34.04		06/23	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	05/24/2023	142.36		06/23	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					623.74			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL CHANGE UNIT 7	05/17/2012	61.14		06/23	201-5791
SID DILLON FORD	2	Invoice	REPLACE FRONT & REA	05/17/2012	474.98		06/23	201-5791
SID DILLON FORD	1	Invoice	OIL CHANGE/ROTATE TIR	05/23/2023	75.32		06/23	201-5801
SID DILLON FORD	1	Invoice	MOTOR MOUNT UNIT 6	05/25/2023	346.99		06/23	201-5791
Total SID DILLON FORD (4635):					958.43			
SIGMA-ALDRICH (4650)								
SIGMA-ALDRICH	1	Invoice	PH - WP - 100ML NON-HA	05/08/2023	80.58	1419	06/23	003-7282
Total SIGMA-ALDRICH (4650):					80.58			
SIGN SOLUTIONS USA LLC (5832)								
SIGN SOLUTIONS USA LLC	1	Invoice	W 17TH ST//HIP WHITE 3	05/11/2023	15.30	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	2	Invoice	W 18TH ST//HIP WHITE 3	05/11/2023	30.60	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	3	Invoice	W 23RD ST//HIP WHITE 3	05/11/2023	30.60	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	4	Invoice	E 21ST ST//HIP WHITE 39	05/11/2023	15.30	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	5	Invoice	W 3RD ST//HIP WHITE 39	05/11/2023	15.30	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	6	Invoice	NORMAN AVE//HIP WHIT	05/11/2023	61.20	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	7	Invoice	LINDEN AVE//HIP WHITE	05/11/2023	20.40	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	8	Invoice	OAK AVE//HIP WHITE 393	05/11/2023	45.90	1446	06/23	401-6000
SIGN SOLUTIONS USA LLC	1	Invoice	S1-1/SCHOOL CROSSING	05/16/2023	157.66		06/23	401-6000
Total SIGN SOLUTIONS USA LLC (5832):					392.26			
STEVEN LANHAM SR (6260)								
STEVEN LANHAM SR	1	Invoice	CONSUMER DEPOSIT RE	05/22/2023	56.20		05/23	001-3500
Total STEVEN LANHAM SR (6260):					56.20			
STEVENSON, JOY (4825)								
STEVENSON, JOY	1	Invoice	APOLLO TRAINING	05/24/2023	49.31		06/23	701-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total STEVENSON, JOY (4825):					49.31			
SVARC, MACKENZI (6270)								
SVARC, MACKENZI	1	Invoice	T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total SVARC, MACKENZI (6270):					25.00			
TAYLOR SCOTT (6264)								
TAYLOR SCOTT	1	Invoice	CONSUMVER DEPOSIT R	05/22/2023	60.78		05/23	001-3500
Total TAYLOR SCOTT (6264):					60.78			
TERRACON CONSULTANTS INC (5737)								
TERRACON CONSULTANTS INC	1	Invoice	PRJ#A3221015 2022 GAP	05/21/2023	10,880.00		06/23	532-6381
Total TERRACON CONSULTANTS INC (5737):					10,880.00			
THE RADAR SHOP (5805)								
THE RADAR SHOP	1	Invoice	REPAIR HANDHELD UNIT	05/16/2023	113.00		06/23	531-6477
Total THE RADAR SHOP (5805):					113.00			
THE WEEK (5715)								
THE WEEK	1	Invoice	RENEWAL ONE YEAR	05/24/2023	149.00		06/23	701-5691
Total THE WEEK (5715):					149.00			
TRANSUNION RISK & ALTERNATIVE (6152)								
TRANSUNION RISK & ALTERNATIVE	1	Invoice	TLO MONTHLY CHARGE	06/01/2023	170.00		06/23	201-5660
Total TRANSUNION RISK & ALTERNATIVE (6152):					170.00			
TREY PORTER (6280)								
TREY PORTER	1	Invoice	CONSUMER DEPOSIT RE	06/06/2023	32.84		06/23	001-3500
Total TREY PORTER (6280):					32.84			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	JERRY CC, LOREX LA903	05/24/2023	1,773.69		06/23	050-5330
U.S. BANK	2	Invoice	JERRY CC, OFFICE SIGN	05/24/2023	180.00		06/23	101-8500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	3	Invoice	JERRY CC, WALMART 51	05/24/2023	39.68		06/23	522-6020
U.S. BANK	4	Invoice	JERRY CC, WALMART 51	05/24/2023	91.82		06/23	721-5583
U.S. BANK	5	Invoice	JERRY CC, POOL OPERA	05/24/2023	180.00		06/23	722-9760
U.S. BANK	6	Invoice	JERRY CC, CANVA 03782	05/24/2023	14.99		06/23	101-6050
U.S. BANK	7	Invoice	JERRY CC, WALMART 24	05/24/2023	182.67		06/23	722-5541
U.S. BANK	8	Invoice	JERRY CC, SLING C97BE	05/24/2023	8.00		06/23	722-8500
U.S. BANK	1	Invoice	TOM CC, MY PARKING P	05/24/2023	210.81		06/23	401-8500
U.S. BANK	2	Invoice	TOM CC, NORTHERN SA	05/24/2023	24.58		06/23	001-9640
U.S. BANK	3	Invoice	TOM CC, NORTHERN SA	05/24/2023	24.58		06/23	002-9640
U.S. BANK	4	Invoice	TOM CC, NORTHERN SA	05/24/2023	24.58		06/23	003-9640
U.S. BANK	5	Invoice	TOM CC, NORTHERN SA	05/24/2023	24.58		06/23	401-9640
U.S. BANK	6	Invoice	TOM CC, TOTAL BACKFL	05/24/2023	850.00		06/23	002-8480
U.S. BANK	7	Invoice	TOM CC, NE MUNICP UTI	05/24/2023	70.00		06/23	002-8480
U.S. BANK	8	Invoice	TOM CC, AWARDS.COM	05/24/2023	87.94		06/23	101-8500
U.S. BANK	9	Invoice	TOM CC, HOPCAT 316100	05/24/2023	72.71		06/23	101-9760
U.S. BANK	1	Invoice	JOY CC, WALMART 02456	05/24/2023	125.94		06/23	702-5692
U.S. BANK	2	Invoice	JOY CC, WALMART 04878	05/24/2023	169.53		06/23	702-5692
U.S. BANK	3	Invoice	JOY CC, WALMART 04966	05/24/2023	393.41		06/23	702-5692
U.S. BANK	4	Invoice	JOY CC, OVERDRIVE 014	05/24/2023	221.17		06/23	702-5692
U.S. BANK	5	Invoice	JOY CC, USPS 5-9-23	05/24/2023	14.20		06/23	701-9650
U.S. BANK	6	Invoice	JOY CC, SURVEYMONKE	05/24/2023	26.00		06/23	701-6210
U.S. BANK	7	Invoice	JOY CC, OVERDRIVE 014	05/24/2023	32.00		06/23	702-5692
U.S. BANK	1	Invoice	LAURA CC, BARNES & N	05/24/2023	15.99		06/23	701-6210
U.S. BANK	2	Invoice	LAURA CC, WALMART 01	05/24/2023	21.18		06/23	702-5692
Total U.S. BANK (5170):					4,880.05			
UNION BANK & TRUST CO (5205)								
UNION BANK & TRUST CO	1	Invoice	BOND ANTICIPATION NO	05/17/2023	600.00		06/23	150-9860
Total UNION BANK & TRUST CO (5205):					600.00			
UNITE PRIVATE NETWORKS LLC (5210)								
UNITE PRIVATE NETWORKS LLC	1	Invoice	ETHERNET INTERNET A	06/01/2023	88.00		06/23	101-7530
UNITE PRIVATE NETWORKS LLC	2	Invoice	ETHERNET INTERNET A	06/01/2023	99.00		06/23	201-5790
UNITE PRIVATE NETWORKS LLC	3	Invoice	ETHERNET INTERNET A	06/01/2023	88.00		06/23	301-7530
UNITE PRIVATE NETWORKS LLC	4	Invoice	ETHERNET INTERNET A	06/01/2023	99.00		06/23	701-7530
UNITE PRIVATE NETWORKS LLC	5	Invoice	ETHERNET INTERNET A	06/01/2023	550.00		06/23	001-9910
UNITE PRIVATE NETWORKS LLC	6	Invoice	ETHERNET INTERNET A	06/01/2023	88.00		06/23	002-9910
UNITE PRIVATE NETWORKS LLC	7	Invoice	ETHERNET INTERNET A	06/01/2023	88.00		06/23	003-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total UNITE PRIVATE NETWORKS LLC (5210):					1,100.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	05/13/2023	18.36		06/23	003-9650
UPS	1	Invoice	POSTAGE	05/20/2023	10.61		06/23	003-9650
Total UPS (5240):					28.97			
USABLUBOOK (5250)								
USABLUBOOK	1	Invoice	QUILL FOR 3/4" CORPOR	05/02/2023	394.96	1434	06/23	002-7201
USABLUBOOK	1	Invoice	20" BOTTLE BRUSH	05/05/2023	14.00	1442	06/23	003-7282
USABLUBOOK	2	Invoice	TEST TUBE BRUSH	05/05/2023	12.00	1442	06/23	003-7282
USABLUBOOK	3	Invoice	47MM GLASS FIBER FILT	05/05/2023	250.97	1442	06/23	003-7282
Total USABLUBOOK (5250):					671.93			
VAN SLYKE, MATT (6271)								
VAN SLYKE, MATT	1	Invoice	MICRO T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total VAN SLYKE, MATT (6271):					25.00			
VASQUEZ, MARIDZA (5285)								
VASQUEZ, MARIDZA	1	Invoice	REIMBURSE CASTL CAN	04/21/2023	65.00		06/23	701-9760
VASQUEZ, MARIDZA	1	Invoice	REIMBURSE SELS EXTR	05/12/2023	35.25		06/23	701-9760
Total VASQUEZ, MARIDZA (5285):					100.25			
WALLACE, SONNY (6272)								
WALLACE, SONNY	1	Invoice	T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total WALLACE, SONNY (6272):					25.00			
WESCO RECEIVABLES CORP (5581)								
WESCO RECEIVABLES CORP	1	Invoice	RUST 203038 INV SAFET	05/05/2023	247.68	1438	06/23	001-8040
WESCO RECEIVABLES CORP	1	Invoice	T&B W62-1 #2-#6 SERVIC	05/08/2023	147.81	1438	06/23	001-1500
WESCO RECEIVABLES CORP	2	Invoice	MPS J8812 BOLT MACH5/	05/08/2023	220.38	1438	06/23	001-1500
WESCO RECEIVABLES CORP	3	Invoice	NORDIC PRMC150 PEDE	05/08/2023	193.50	1438	06/23	001-1500
WESCO RECEIVABLES CORP	1	Invoice	NORDIC PRMC150 PEDE	05/25/2023	774.00	1447	06/23	001-1500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total WESCO RECEIVABLES CORP (5581):					1,583.37			
WHITAKER, JANA E (6273)								
WHITAKER, JANA E	1	Invoice	T-BALL REFUND	05/24/2023	25.00		06/23	721-5901
Total WHITAKER, JANA E (6273):					25.00			
WILSMAN, CARRIE (6259)								
WILSMAN, CARRIE	1	Invoice	SIBLING DISCOUNT	05/19/2023	20.00		06/23	722-5901
Total WILSMAN, CARRIE (6259):					20.00			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-PD C911	05/18/2023	584.88		06/23	201-5220
WINDSTREAM	1	Invoice	PHONE-LIBRARY	05/22/2023	272.34		06/23	701-7530
Total WINDSTREAM (5465):					857.22			
XPRESS BILL PAY (ACH) (5606)								
XPRESS BILL PAY (ACH)	1	Invoice	ONLINE PMT FEE	05/31/2023	296.82		06/23	003-9926
XPRESS BILL PAY (ACH)	2	Invoice	ONLINE PMT FEE	05/31/2023	296.83		06/23	002-9926
XPRESS BILL PAY (ACH)	3	Invoice	ONLINE PMT FEE	05/31/2023	296.83		06/23	001-9926
Total XPRESS BILL PAY (ACH) (5606):					890.48			
Grand Totals:					869,117.40			

Report GL Period Summary

GL Period	Amount
06/23	862,064.05
05/23	7,053.35
Grand Totals:	869,117.40

Vendor number hash: 939968

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Vendor number hash - split:	1368961		
Total number of invoices:	242		
Total number of transactions:	366		
Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	869,117.40	.00	869,117.40
Grand Totals:	869,117.40	.00	869,117.40

Report Criteria:

Vendor.Vendor number = 0-964, 966-1059,1061-99999999

Unapproved Minutes
Board of Directors Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center – 416 W Talmadge Road, Kearney, Nebraska
May 18, 2023 – 9:00 a.m. (CT)

The Board of Directors of the Municipal Energy Agency of Nebraska (MEAN) met Thursday, May 18, 2023, at the Younes Conference Center South, 416 W Talmadge Rd, in Kearney, Nebraska, the designated public meeting site. Notice of the meeting was given to board members by e-mail, and the public was advised by publication in print and online in the Lincoln Journal-Star newspaper and website on May 3, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Chairman Tom Goulette called the meeting to order at 9:05 a.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with 34 of 55 Directors in attendance,

- | | |
|--------------------------------------|---|
| 1. Chris Brader - Pender, NE | 18. Jeff Kohrs - Nebraska City, NE |
| 2. Rod Brestel - Callaway, NE | 19. Matt Langhorst - Glenwood Springs, CO |
| 3. Bart Brinkman - Shickley, NE | 20. Andrew Lee - Curtis, NE |
| 4. Tyler Christoff - Aspen, CO | 21. Bob Lockmon - Stuart, NE |
| 5. Pat Davison - Imperial, NE | 22. Brent Nation - Fort Morgan, CO |
| 6. James DePue - Wray, CO | 23. Tom Ourada - Crete, NE (verbal response to roll call) |
| 7. Chris DesPlanques - Indianola, IA | 24. Mike Palmer - Sidney, NE |
| 8. Will Dowis - Gunnison, CO | 25. Doug Parker - Gering, NE |
| 9. Edward Dunn - Grant, NE | 26. John Prettyman - Yuma, CO |
| 10. Nathan Francis - Fairbury, NE | 27. Todd Rust – Chappell, NE |
| 11. Tom Goulette - West Point, NE | 28. Janine Schmidt - Morrill, NE |
| 12. Sandra Hendren – Mitchell, NE | 29. Adam Suppes - Delta, CO |
| 13. Bill Hinton - Kimball, NE | 30. Jeremy Tarr - Plainview, NE |
| 14. Duane Hoffman - Oxford, NE | 31. Blake Waldow - Broken Bow, NE (9:34 a.m. arrival.) |
| 15. Dave Hrabanek - Pierce, NE | 32. Darrel Wenzel - Waverly, IA |
| 16. Jim Kerr - Lyons, CO | 33. Randy Woldt – Wisner, NE |
| 17. Todd Kielkopf - Carlisle, IA | 34. Dana Youtz - Torrington, WY |

Board Members not in attendance: Keith Beck - Fleming, CO; Kirby Bridge - Alliance, NE; Ron Carpenter - Haxtun, CO; Dan Coolidge - Bayard, NE; Doug De Laune - Arnold, NE; CJ Duncan – Basin, WY; Larry Edgar - Blue Hill, NE; Larry Farley - Denver, IA; Bernard Gagne - Oak Creek, CO; Gene Horne – Red Cloud, NE; Grant Jorgensen - Beaver City, NE; Ray Luhning - Falls City, NE; Rhonda Martin - Breda, IA; Jeff Pohl - Burwell, NE; Kim Robb – Lyman, NE; Greg Nein - Julesburg, CO; Chris Rodman - Wall Lake, IA; James Summers - Benkelman, NE; Dallas Thomas – Ansley, NE; Mark Wickard - Bridgeport, NE; and Jon Winkel - Sergeant Bluff, IA

Others in attendance: Joe Dickman, Ron Doggett, Doug Hazzard, Mike Kalkwarf, Doug Linton, Robert Smith, Nancy Tellez, and Wendy Thomas.

NMPP staff in attendance: Beth Ackland, Carol Brehm, Tim Cerveney, Chris Dibbern, Bruce Doll, Rich Eymann, Brad Hans, Stacy Hendricks, Joe Hobelman, Brenda Hudecek, Kara Hunt, Jamie Johnson, Jill Jones, Sarah Jones, Kyle Kaldahl, Nicole Kubik, Michelle Lepin, Bob Poehling, Dave Russell, Armin Sehic, Robin Spady, and Kevin Wickham

PUBLIC COMMENT PERIOD

Presenter: Tom Goulette, MEAN Board Chair

The Public Comment Period was announced, and a review of the rules applicable to the public participation process at MEAN public meetings was provided. There were no public comments.

CHAIRMAN'S REMARKS

Presenter: Tom Goulette, MEAN Board Chair

The Chair announced this would be Darrel Wenzel's last meeting and thanked him for his participation on the MEAN Finance Committee and Board of Directors.

Award Presentation: Doug Hazzard of Glenwood Springs, Colorado was presented with the Rudy Hultgren Dedicated Service Award. The award is presented annually to an individual of a MEAN member utility who has displayed commendable efforts in promoting the use of public power and its ideals.

REPORTS

Bob Poehling, Executive Director/CEO

The one constant in life, and in NMPP Energy is change and with that change comes opportunity. A summary of several staffing changes, expanding roles, retirements and succession planning was provided along with an overview of the challenges that Nebraska Municipal Power Pool is experiencing.

Brad Hans, Director of Wholesale Electric Operations

An overview of MEAN's recent strategic planning process and a status update were provided. During a two-day workshop in February, goals were identified with emphasis in five areas: Power Supply, Utility Services, Member Satisfaction, Workforce, and Advocacy. Participants of the workshop identified several strategies to accomplish each goal and staff is now working to identify action items related to each strategy.

CONSENT AGENDA

Minutes

Minutes of the January 19, 2023, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes to the minutes.

Next Meeting

The next meeting of the MEAN Board of Directors will be held on August 17, 2023, at the Younes Conference Center South, located at 416 W. Talmadge Rd. in Kearney, Nebraska.

2023 Summer Season Load and Capability Report and Operational Readiness

Detailed information was previously distributed in the meeting packet for the Board's review.

Financial Report

Presenter: Jamie Johnson, Director of Finance and Accounting

MEAN's financial statements for December 2022, January 2023 and February 2023 were previously distributed. Summaries of preliminary fiscal year-end March 2023 results for the NMPP Energy organizations and MEAN were included in the meeting packet and were discussed in greater detail.

Consent Resolution

Motion: Edward Dunn moved to approve the following consent resolution. Dave Hrabanek seconded the motion, which carried unanimously on a roll call vote. (Blake Waldow did not vote)

CONSENT RESOLUTION

WHEREAS, certain business of the MEAN Board of Directors of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Board of Directors that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the minutes of the January 19, 2023, meeting are hereby approved.*
- 2. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the next meeting will be held on Thursday, August 17, 2023, at the Younes Conference Center South, 416 W Talmadge Rd., Kearney, Nebraska.*
- 3. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the 2023 Summer Season Load and Capability Report is hereby approved.*
- 4. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the financial statements for December 2022, January 2023, and February 2023 are hereby accepted; and the preliminary year-end financial statements ending March 31, 2023 are hereby accepted.*

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR (MISO) TRANSMISSION OWNERSHIP

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

MEAN has existing ownership in Walter Scott Energy Center Unit #4 (WSC4) transmission facilities as a non-transmission facilities owner. Over the past two years MEAN members have expressed a desire to pursue transmission facility ownership. The option of ownership was researched, and input received from outside experts. A summary of the findings was presented and included North American Electric Reliability Corporation (NERC) compliance for WSC4 would remain the responsibility of MidAmerican Energy Company (the operator), not MEAN. MEAN would convert its membership status in MISO from Non-Transmission Facilities Owner status to Transmission Facilities Owner status. The change in membership status could provide the potential for MEAN to participate in decision making, and costs incurred during the transition process can be recovered in the annual transmission revenue requirements .

Discussion ensued.

Motion: Darrel Wenzel moved to approve the following resolution. Edward Dunn seconded the motion, which carried on a 33-0-1 roll call vote.

Ayes: Chris Brader, Rod Brestel, Bart Brinkman, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Nathan Francis, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Dave Hrabanek, Jim Kerr, Jeff Kohrs, Matt Langhorst, Andrew Lee, Bob Lockmon, Brent Nation, Tom Ourada, Mike Palmer, Doug Parker, John Prettyman, Todd Rust, Janine Schmidt, Adam Suppes, Jeremy Tarr, Blake Waldow, Darrel Wenzel, Randy Woldt and Dana Youtz

Nays: None

Abstain: Todd Kielkopf

RESOLUTION

WHEREAS, the Municipal Energy Agency of Nebraska (MEAN) is a market participant in the Midcontinent Independent System Operator, Inc. (MISO) Integrated Marketplace and a Non-Transmission Facilities Owner Member in MISO based on its part ownership of Walter Scott Energy Center 4 located in MISO; and

WHEREAS, MEAN desires to become a Transmission Facilities Owner Member in MISO.

NOW THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors, that the Executive Director is hereby authorized to execute and deliver a MISO Membership Application for Transmission Facilities Owner and related agreements, subject to final legal and management review, and MEAN legal counsel is authorized to take any and all appropriate action to effectuate approval of such membership, including participation in any related MISO proceedings before the Federal Energy Regulatory Commission.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors, that the Executive Director of MEAN is hereby authorized to do any and all things and to execute and deliver any and all documents which he deems necessary or advisable in order to consummate the change in membership in MISO. Notwithstanding any provision of this Resolution authorizing the Executive Director to take any action or execute any document to the contrary, in the absence of the Executive Director or in lieu of the Executive Director, the person designated in writing by the Executive Director, may take such action or execute such document with like effect as fully as though named in this Resolution instead of the Executive Director.

MEAN CHARTER AMENDMENT TO UPDATE GENERAL DESCRIPTION OF BUSINESS, AND THE LOCATION AND METHOD OF OPERATION OF THE PLANTS AND SYSTEMS OF THE AGENCY

Presenter: Michelle Lepin, General Counsel

MEAN has a Charter on file with the Nebraska Power Review Board that includes a narrow business description. Due to pending legislation that would authorize entities like MEAN to provide more services, staff recommended the Charter be amended to include language that would reflect MEAN's expanded authority. The proposed language is in line with language currently used in the Charters of many other Nebraska utilities and public power districts.

Discussion ensued and included clarification that Board approval would still be sought when expanding services.

Motion: Andrew Lee moved to approve the following resolution. Chris DesPlanques seconded the motion, which carried 32-1-0 on a roll call vote. (Todd Kielkopf did not vote.)

Ayes: Chris Brader, Rod Brestel, Bart Brinkman, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Nathan Francis, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Dave Hrabanek, Jim Kerr, Jeff Kohrs, Matt Langhorst, Andrew Lee, Bob Lockmon, Brent Nation, Tom Ourada, Mike Palmer, Doug Parker, John Prettyman, Janine Schmidt, Adam Suppes, Jeremy Tarr, Blake Waldow, Darrel Wenzel, Randy Woldt and Dana Youtz.

Nays: Todd Rust

Abstain: None

RESOLUTION

WHEREAS, the Charter of the Municipal Energy Agency of Nebraska (MEAN) includes the following description of the business in which the agency engages, and the location and method of operation of the plants and systems of the agency: To generate and supply electrical energy and engage in the ownership and operation of power projects as defined in the Municipal Cooperative Financing Act, within and without the State of Nebraska, and exercise all other powers granted by law relating to the above activities; and

WHEREAS, the MEAN Board of Directors desires to update the description of the business in which MEAN engages set forth in the MEAN Charter to accommodate an expansion of services by MEAN.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the following is approved as the description of the business in which the agency engages, and the location and method of operation of the plants and systems of the agency:

- *The agency intends to engage in any business authorized by law for agencies which are formed pursuant to sections 18-2426 to 18-2434 of the Nebraska Municipal Cooperative Financing Act. The agency's business is primarily the generation and supply of electrical energy and ownership and operation of power projects as defined in the Municipal Cooperative Financing Act and the exercise of all other powers granted by law, and its method of operation will be to continue to serve municipalities, as defined in the Municipal Cooperative Financing Act, from its plants and systems within and without the State of Nebraska.*

BE IT FURTHER RESOLVED BY the MEAN Board of Directors that staff is authorized to do all things necessary to effectuate an amendment to the MEAN Charter to incorporate such revised description of the business in which the agency engages, and the location and method of operation of the plants and systems of the agency, including without limitation to prepare a petition to amend the Petition for Creation and MEAN's Charter, and to submit the petition to the Nebraska Power Review Board, and the agency's legal counsel is authorized to make any grammatical or non-substantive changes to the language in the Charter amendment application that are necessary to effectuate the purposes of this resolution.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the Board determines the proposed amendment to the MEAN Charter is in compliance with the statutory requirement set forth in the Municipal Cooperative Financing Act, Nebraska Revised Statutes Section 18-2433, that plants, systems, and works, the operation of the same, the exercise of powers, and the assumptions of duties and responsibilities of, or on the part of, such agency, do not nullify, conflict with, or materially affect those of any other district or a corporation organized under the provisions of Chapter 70, article 6 or 8 or the Electric Cooperative Corporation Act, or those of any part of such district or corporation.

REGIONAL TRANSMISSION ORGANIZATION (RTO) WEST COMMITMENT AGREEMENT

Presenter: Brad Hans, Director of Wholesale Electric Operations

Details of the Commitment Agreement for the Regional Transmission Organization (RTO) West were presented along with an overview of the differences between Southwest Power Pool (SPP) and RTO offerings, the expansion timeline, critical steps, considerations, and cost exposures. The commitment agreement was finalized earlier in the month with actual dollar amounts included. If the market development is successful and without delay the costs will be rolled into the administration fee for the entire SPP market. If the market implementation is delayed, standby costs will be assessed to certain parties that signed the commitment agreement (including MEAN). If the RTO West initiative is canceled by SPP, 50 percent of the implementation costs incurred by SPP will be assessed to parties that signed the commitment agreement. If MEAN withdraws from the RTO West initiative prior to market implementation, MEAN will owe its share of SPP's implementation costs. After market implementation, SPP's standard exit fees applicable to members

(including MEAN) would apply; any load or transmission facilities in the RTO West region that are removed from the SPP market would incur exit fees,

Motion: Adam Suppes moved to approve the following resolution. Bart Brinkman seconded the motion, which carried 33-0-1 on a roll call vote.

Ayes: Chris Brader, Rod Brestel, Bart Brinkman, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Nathan Francis, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Dave Hrabanek, Jim Kerr, Todd Kielkopf, Matt Langhorst, Andrew Lee, Bob Lockmon, Brent Nation, Tom Ourada, Mike Palmer, Doug Parker, John Prettyman, Todd Rust, Janine Schmidt, Adam Suppes, Jeremy Tarr, Blake Waldow, Darrel Wenzel, Randy Woldt and Dana Youtz.

Nays: None

Abstain: Jeff Kohrs

RESOLUTION

WHEREAS, the Municipal Energy Agency of Nebraska (MEAN) is a market participant and Member in the Southwest Power Pool (SPP) Integrated Marketplace and participates in the Western Energy Imbalance Service (WEIS) market; and

WHEREAS, MEAN desires to become a Participant in the SPP Regional Transmission Organization West (RTOW).

NOW THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors, that the Executive Director is hereby authorized to execute and deliver a Commitment Agreement for the RTOW and related agreements, subject to final legal and management review, and MEAN legal counsel is authorized to take any and all appropriate action to effectuate approval of MEAN's participation in the RTOW, including participation in any related SPP proceedings before the Federal Energy Regulatory Commission.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors, that the Executive Director of MEAN is hereby authorized to do any and all things and to execute and deliver any and all documents which he deems necessary or advisable in order to consummate MEAN's participation in the SPP RTOW. Notwithstanding any provision of this Resolution authorizing the Executive Director to take any action or execute any document to the contrary, in the absence of the Executive Director or in lieu of the Executive Director, the person designated in writing by the Executive Director, may take such action or execute such document with like effect as fully as though named in this Resolution instead of the Executive Director.

MARKETS+ PHASE 1 FUNDING COMMITMENT AGREEMENT

Presenter: Brad Hans, Director of Wholesale Electric Operations

The background and evolution of Southwest Power Pool (SPP) Markets + was presented along with a summary of the Phase 1 Funding Commitment Agreement, MEAN's current estimated Phase 1 funding fee and monthly Run Rate. Southwest Power Pool has indicated other entities are likely to join which could lower MEAN's Phase 1 costs. Phase 2 implementation will begin following Federal Energy Regulatory Commission (FERC) approval.

GRANT OPPORTUNITIES

Presenter: Sarah Jones, Director of Corporate Services

An overview of recent grant opportunities was provided along with their status. To assist members in leveraging this funding NMPP Energy has developed a grant resources website that contains a summary of legislation, links to additional information, tools for searching community opportunities, state information, articles of relevance to communities, and how to get started.

Staff has been working to identify community needs and additional opportunities to assist members. Some of the opportunities identified include providing advocacy for challenges communities encounter, establishing relationships with State agencies to stay informed on local funding opportunities, and notifying members as soon as opportunities become available.

Staff is researching joint application opportunities on behalf of members and opportunities for NMPP Energy itself that might allow it to provide additional assistance to members in areas like cybersecurity, renewable resources located in member communities, or electric vehicle chargers.

Members were asked for feedback and input on their community needs and were encouraged to reach out to Sarah through the grant resources website.

Discussion ensued.

The MEAN Board of Directors recessed for a break at 10:59 a.m. The meeting resumed at 11:10 a.m.

COMMITTEE REPORTS AND RECOMMENDATIONS

The MEAN Power Supply, Governance Review, Services, and Finance Committees met on Wednesday, May 17, 2023.

Power Supply Committee

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

Meeting Summary. A summary of topics discussed at the May 17, 2023, committee meeting was presented and included:

- (a) Behind the Meter Generation (BTMG) Fleet Modernization: Benefits of modernization include remote operations, improved vendor support, improved heat rates, better performance, less operator interaction, lower costs to operate, increased responsiveness and reduced safety concerns. Other items to consider are performance-based accreditation, unit registration, demand response and system reliability.
- (b) Resource Portfolio Update: The Central Nebraska Public Power & Irrigation District (CNPPID) agreement is on track to be signed later this summer with a start date of January 2024. Other agreements in progress are an amendment to MEAN's Capacity and Energy Displacement Agreement with WAPA to add the Kansas City Board of Public Utilities (KCBPU) allocation for an additional 5 MW of energy and capacity beginning in January 2024; Aspen, Colorado's Ridgway Hydropower Project which is a potential ten-year PPA with a start date of October 2023; and a five-year natural gas PPA with Black Hills Energy. The 40 MW Solar project in Sidney, Nebraska has had some transmission issues that are being worked through, and there is a lot of work being done on the Sandhills Community Solar and MEAN Contracted Solar project PPAs.

Establish Exception to Moratorium and Lease Additional Member Generation from the City of Curtis, Nebraska

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

The City of Curtis, Nebraska, is pursuing the installation of 4MW of generation capacity. They have forecasted a fairly significant load increase due to an industrial facility, a new housing development adding over fifty homes, and a college expansion project that is expected to add 40 – 80 additional units. Contracting for this additional capacity would improve MEAN’s position when mitigating high energy prices and would benefit a MEAN member as opposed to a third party.

At its May 17, 2023, meeting the Power Supply Committee recommended the MEAN Board of Directors approve an exception to the Moratorium and lease of the additional generating capacity by MEAN from the City of Curtis, Nebraska.

Motion: Edward Dunn moved to approve the following resolution. Duane Hoffman seconded the motion, which carried on a 30-0-1 roll call vote. (Todd Kielkopf, Matt Langhorst, and Dana Youtz did not vote)

Ayes: Chris Brader, Rod Brestel, Bart Brinkman, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Nathan Francis, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Dave Hrabanek, Jim Kerr, Jeff Kohrs, Bob Lockmon, Brent Nation, Tom Ourada, Mike Palmer, Doug Parker, John Prettyman, Todd Rust, Janine Schmidt, Adam Suppes, Jeremy Tarr, Blake Waldow, Darrel Wenzel, and Randy Woldt.

Nays: None

Abstain: Andrew Lee

RESOLUTION

WHEREAS, the City of Curtis, Nebraska, a MEAN Service Schedule M participant, intends to pursue the purchase and installation of 4 MW of behind the meter reciprocating internal combustion engine generation in their community to offset the city’s forecasted load growth, and desires to commit to MEAN all of the generating accredited capacity of this new generator for pooling by MEAN; and

WHEREAS, the MEAN Board of Directors approved a moratorium effective January 20, 2005, on leasing any new or additional generation until such time peaking capacity generation is needed; and

WHEREAS, the MEAN Board of Directors desires to establish an exception to the moratorium to allow MEAN to lease an additional approximately 4 MW of generating capacity from the City of Curtis, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that an exception to the moratorium placed into effect January 20, 2005, shall hereby be established allowing MEAN to lease an additional approximately 4 MW of generating capacity from the City of Curtis, Nebraska to offset the city’s forecasted load growth, contingent upon establishment of the necessary arrangements with the applicable transmission provider(s).

Establish Exception to Moratorium and Lease Additional Member Generation from the City of West Point, Nebraska

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

The City of West Point, Nebraska, is pursuing the installation of 6 to 8 megawatts of generation capacity for emergency generation. The City has approximately 4MW of existing contract capacity and a peak load of 11MW.

At its May 17, 2023, meeting the Power Supply Committee recommended the MEAN Board of Directors approve an exception to the Moratorium and lease of the additional generating capacity by MEAN from the City of West Point, Nebraska.

Motion: Adam Suppes moved to approve the following resolution. Tom Ourada seconded the motion, which carried on a unanimous roll call vote. (Chris DesPlanques, Sandra Hendren, Todd Kielkopf, Matt Langhorst, Randy Woldt, and Dana Youtz did not vote)

RESOLUTION

WHEREAS, the City of West Point, Nebraska, a MEAN Service Schedule M participant, intends to pursue the purchase and installation of 6 to 8 MW of behind the meter reciprocating internal combustion engine generation in their community to replace 4 MW generating capacity previously leased to MEAN but no longer in service, and desires to commit to MEAN all of the generating accredited capacity of this new generator for pooling by MEAN; and

WHEREAS, the MEAN Board of Directors approved a moratorium effective January 20, 2005, on leasing any new or additional generation until such time peaking capacity generation is needed; and

WHEREAS, the MEAN Board of Directors desires to establish an exception to the moratorium to allow MEAN to lease approximately 6 to 8 MW of generating capacity from the City of West Point, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that an exception to the moratorium placed into effect January 20, 2005, shall hereby be established allowing MEAN to lease an additional approximately 6 to 8 MW of generating capacity from the City of West Point, Nebraska to replace the 4 MW generating capacity previously leased to MEAN but no longer in service, contingent upon establishment of the necessary arrangements with the applicable transmission provider(s).

Waverly Utilities Request to Update Exhibit B List of Participant-Owned Capacity

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

Waverly, Iowa, completed decommissioning of its hydro-electric generators in September of 2022 due to generator age, lack of repair parts, and reduction in generation capacity due to lower river flows. Waverly is requesting to replace the 495kW hydro facility on its Exhibit B with a 495kW solar array. Waverly's current Exhibit B allows for three hydro-electric generators for a total of 495kW.

At its May 17, 2023, meeting the Power Supply Committee recommended the MEAN Board of Directors authorize the Executive Director to negotiate and execute a modification to the supplemental agreement with the City of Waverly, Iowa to accommodate this change.

Motion: Matt Langhorst moved to approve the following resolution. Andrew Lee seconded the motion, which carried on a 31-1-0 roll call vote. (Todd Kielkopf and Dana Youtz did not vote)

Ayes: Chris Brader, Rod Brestel, Bart Brinkman, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Nathan Francis, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Dave Hrabanek, Jim Kerr, Jeff Kohrs, Matt Langhorst, Andrew Lee, Bob Lockmon, Brent Nation, Tom Ourada, Doug Parker, John Prettyman, Todd Rust, Janine Schmidt, Adam Suppes, Jeremy Tarr, Blake Waldow, Darrel Wenzel, and Randy Woldt

Nays: Mike Palmer

Abstain: None

RESOLUTION

WHEREAS, Waverly Utilities, a municipal utility of the City of Waverly, Iowa, (“Waverly Utilities”), is a signatory to Service Schedule M, Total Power Requirements Power Purchase Agreement with MEAN; and,

WHEREAS, Waverly Utilities has previously entered into a Second Amended and Restated Supplemental Agreement with MEAN (“Supplemental Agreement”) under which Waverly Utilities and MEAN agreed that Waverly Utilities’ Monthly Supplemental Energy from MEAN under the Service Schedule M agreement would be reduced by the energy generated by certain hydroelectric and wind generating facilities listed within such Supplemental Agreement, which hydroelectric generating facilities were subsequently decommissioned due to the age of the generators, lack of available repair parts and reduction in generation capacity from lower river flows and,

WHEREAS, Waverly Utilities has requested that MEAN approve a modification to the Supplemental Agreement to allow Waverly Utilities to utilize 495 kW of nameplate capacity from yet-to-be-constructed solar-powered generating facilities in lieu of 495kW nameplate capacity from the now-decommissioned hydroelectric generating facilities.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the Executive Director is hereby authorized and directed to negotiate and execute a modification to the Supplemental Agreement between Waverly Utilities and MEAN setting forth the terms described above, subject to final legal and management review.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the Executive Director and agents of MEAN are, and each of them hereby is, authorized to do any and all things and to execute and deliver any and all documents which they or any of them deem necessary or advisable in order to consummate the execution and delivery of the modification to the Supplemental Agreement or any related agreement or document which is a requirement for execution of the modification to the Supplemental Agreement, subject to final legal and management review, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which MEAN has approved in this Resolution.

City of Holyoke, Colorado Total Power Requirements Power Purchase Agreement (Service Schedule M) and Corresponding Adjustments to Fixed Cost Recovery Charge Allocations for Service Schedules M, K, & K-1

Presenter: Michelle Lepin, General Counsel

Holyoke, Colorado is considering converting to a Service Schedule M (SSM) agreement. Holyoke’s current Service Schedule J agreement expires on September 30, 2023, and the Board is being asked to approve execution of the SSM with Holyoke and the corresponding adjustments to the Fixed Cost Recovery Charge allocations as recommended by the Power Supply Committee at its May 17, 2023 meeting.

Motion: Edward Dunn moved to approve the following resolution. Darrel Wenzel seconded the motion, which carried on a unanimous roll call vote. (Todd Kielkopf and Dana Youtz did not vote)

RESOLUTION

WHEREAS, the City of Holyoke, Colorado (“City of Holyoke”), is a signatory to a Supplemental Agreement for Firm Power Interchange Service with the Municipal Energy Agency of Nebraska (“MEAN”) that is scheduled to expire September 30, 2023; and,

WHEREAS, the City of Holyoke intends to approve or has approved a Service Schedule M, Total Power Requirements Power Purchase Agreement, with MEAN for a term beginning October 1, 2023; and,

WHEREAS, MEAN desires to enter into the Service Schedule M with the City of Holyoke and to adjust the Fixed Cost Recovery Charge Allocations for Service Schedules M, K and K-1 accordingly, all to be effective October 1, 2023 to allow for the sixty (60) day advance notice required for Service Schedule M.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the Executive Director is hereby authorized and directed to execute the Service Schedule M, Total Power Requirements Power Purchase Agreement to be effective as of October 1, 2023 with the City of Holyoke, subject to timely receipt of all necessary documentation from the City of Holyoke.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the Attachment 1, Fixed Cost Recovery Charge Allocation, dated effective October 1, 2023 to the Schedule of Rates and Charges, Exhibit B to Service Schedule M, is hereby approved as presented, subject to timely execution of the Service Schedule M by and between MEAN and the City of Holyoke effective October 1, 2023.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the Attachment 1, Fixed Cost Recovery Charge Allocation, dated effective October 1, 2023 to the Schedule of Rates and Charges to Service Schedules K and K-1, is hereby approved as presented, subject to timely execution of the Service Schedule M by and between MEAN and the City of Holyoke effective October 1, 2023.

City of Lake View, Iowa Agreement for Firm Power Interchange Service (Service Schedule J)

Presenter: Michelle Lepin, General Counsel

Lake View, Iowa, is requesting to renew its Agreement for Firm Power Interchange Service (formerly known as a Service Schedule J (SSJ) supplemental agreement) that will expire on May 31, 2024. Staff proposed a modernized version of the agreement that would include many of the same terms proposed in the draft modernized Service Schedule M agreement.

At its May 17, 2023, meeting the Power Supply Committee recommended the MEAN Board of Directors authorize the Executive Director to negotiate and execute an agreement with the City of Lake View, Iowa.

Motion: Darrel Wenzel moved to approve the following resolution. Andrew Lee seconded the motion, which carried on a unanimous roll call vote. (Todd Kielkopf and Dana Youtz did not vote)

RESOLUTION

WHEREAS, the Agreement for Firm Power Interchange Service between the City of Lake View, Iowa, and MEAN expires May 31, 2024, and,

WHEREAS, the City of Lake View, Iowa, may pass or has passed an ordinance to approve a new Agreement for Firm Power Interchange Service with MEAN to be effective for a five-year term beginning June 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the Executive Director is hereby authorized and directed to negotiate and execute an Agreement for Firm Power Interchange Service between the City of Lake View, Iowa, and MEAN for a term of June 1, 2024 through May 31, 2029, subject to (i) final legal and management review, and (ii) timely receipt of all necessary documents from the City of Lake View, Iowa.

Governance Review Committee

Presenter: Michelle Lepin

Meeting Summary. A summary of the Modernization of Total Power Requirements Power Purchase Agreement (Service Schedule M) discussed at the April 20, 2023, and May 17, 2023, meetings was presented and included the half-day session that was held in April where the history of MEAN's formation and structure, current SSM structure, and modernized SSM terms and conditions were discussed.

A review of the principles of the Service Schedule M modernization initiative was presented. Successful modernization will allow MEAN to stay competitive and allows for a block approach to resource planning. Contract purchaser arrangements and responsibilities, a list of updated terms that have been reviewed by the committee since the Board meeting in January, and a review of the SSM modernization timeline was presented to the Board.

A draft copy of the modernized Service Schedule M agreement was previously distributed as Attachment F of the meeting packet. Education sessions will be offered for members and city attorneys in mid-2023 to provide a detailed overview of the modernized Service Schedule M agreement.

Discussion ensued.

Services Committee

Presenter: Tim Cervený, Manager of Assets and Utility Services

Meeting Summary. A summary of the items discussed at the May 17, 2023, meeting was presented and included services related strategies that were developed during the strategic planning process, a review of services included with various MEAN Service Schedule contracts and of value-added services MEAN provides as part of long-term power supply. Staff continues to evaluate additional services offerings to meet member needs.

Finance Committee

Presenter: Jamie Johnson, Director of Finance and Accounting

Meeting Summary. The Board was presented a summary of items discussed at the May 11, 2023, and May 17, 2023, meetings that included a review of the FORVIS pre-audit communication letter previously distributed as Attachment C of the meeting packet, and considerations related to preliminary Fiscal Year 2022-2023 financial results.

- (a) Rate Stabilization Account Transfers: At its May 17, 2023, meeting the Finance Committee recommended the MEAN Board of Directors approve resolution option A as shown in the meeting packet. A review of the language on the Rate Stabilization Account in Section 6 of MEAN's Financial and Administrative Policies and Guidelines was presented to the Board. Previously approved budget and allocation resolutions were reviewed and other considerations for the Energy, Fixed Costs and Other components was discussed.

Discussion ensued and it was requested it be noted in the minutes that \$1 million of the funds transferred into the Rate Stabilization Account – Other be considered for transfer into the Fixed Costs component in the future to help cover capital costs, if needed.

Motion: Edward Dunn moved to approve the following resolution. Andrew Lee seconded the motion, which carried on a 28-2-1 roll call vote. (Nathan Francis, Todd Kielkopf, and Dana Youtz did not vote)

Ayes: Chris Brader, Rod Brestel, Bart Brinkman, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Dave Hrabanek, Jim Kerr, Matt Langhorst, Andrew Lee, Bob Lockmon, Brent Nation, Tom Ourada, Doug Parker, John Prettyman, Todd Rust, Janine Schmidt, Adam Suppes, Jeremy Tarr, Blake Waldow, and Randy Woldt.

Nays: Mike Palmer and Darrel Wenzel

Abstain: Jeff Kohrs

RESOLUTION – OPTION A

WHEREAS, MEAN’s 2003 Bond Resolution establishes a rate stabilization account within the General Reserve Fund; and,

WHEREAS, the MEAN Financial and Administrative Policies & Guidelines provide that MEAN will annually evaluate its preliminary Fiscal Year change in net position upon closing of MEAN’s annual financial records including all year end accruals and Fiscal Year transactions, and that after evaluation of preliminary results, MEAN may transfer a portion of its preliminary Fiscal Year change in net position into the rate stabilization account or from the rate stabilization account in order to meet MEAN’s rate stabilization account funding objective, while maintaining debt service coverage ratios established by bond covenants; and,

WHEREAS, an evaluation of the preliminary Fiscal Year 2022-2023 change in net position indicates an increase in the amount of approximately \$3.1 million; and,

WHEREAS, the Budget for Fiscal Year 2022-2023 included amounts budgeted for transfer monthly into and from the Rate Stabilization Account equal to a total fiscal year transfer amount of \$2,865,045 from the Rate Stabilization Account consisting of \$1,865,045 from the energy component and \$1,000,000 from the fixed costs component, as set forth in the Approved Budget & Rates for Fiscal Year Ended March 31, 2023; and,

WHEREAS, the MEAN Board of Directors desires to modify the fiscal year Rate Stabilization Account transfer amount in order to meet MEAN’s rate stabilization account funding objective, while maintaining debt service coverage ratios established by bond covenants.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors to reverse the transfer of \$1,865,045 from the energy component based on the approved budget, maintain the transfer of \$1,000,000 from the fixed costs component based on the approved budget, transfer \$1,900,000 from the energy component into the other component of the Rate Stabilization Account, and transfer \$1,286,619 from Fiscal Year 2022-2023 operating revenues into the other component of the Rate Stabilization Account for a net reported Provision for Rate Stabilization of \$286,619.

(b) Allocation of a Portion of Fiscal Year 2022-2023 Net Revenue to Participants: Based on the analysis of current year costs compared to current year rates and charges, staff did not recommend an additional charge, or a credit to Participants.

Modifications to Financial and Administrative Policies and Guidelines

Presenter: Jamie Johnson, Director of Finance and Accounting

Section 13: Contracts was revised as presented updating titles and revising the signatory order of individuals authorized to sign contracts when the Executive Director is out of the office.

Section 17: Rates and Charges was modified due to the recent implementation of the Green Energy Program. Sections 17.2 and 17.3 related to old wind and landfill gas rates was removed.

At its May 17, 2023, meeting the Finance Committee recommended the MEAN Board of Directors approve the modifications as presented.

Motion: Chris DesPlanques moved to approve the following resolution. Dave Hrabenek seconded the motion, which carried on unanimous roll call vote. (Nathan Francis, Todd Kielkopf, and Dana Youtz did not vote)

RESOLUTION

WHEREAS, the Municipal Energy Agency of Nebraska (“MEAN”) Board of Directors adopted the MEAN Financial and Administrative Policies and Guidelines; and

WHEREAS, proposed changes to the MEAN Financial and Administrative Policies were previously distributed to the MEAN Board of Directors for review.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the modifications to the MEAN Financial and Administrative Policies and Guidelines are approved as presented.

UPDATES AND REPORTS

Market & Operations

Presenter: Brad Hans, Director of Wholesale Electric Operations

Load prices for April, Western Electricity Coordinating Council’s (WECC) forecasted forward curve, Western Energy Imbalance Service (WEIS) market growth, and a brief overview of possible options for evolving western markets was presented.

Cyber Security Pilot Project

Presenter: David Russell, Director of Digital Solutions

MEAN was awarded a \$30,000.00 grant to assess cybersecurity threats in member communities. Six communities participated in the pilot program. Four community assessments have been completed and the other two will be completed by the end of the month. A full summary of the project will be presented to the Board in August, and the final report will be delivered to the American Public Power Association (APPA) in October.

NMPP Energy has partnered with the Federal Bureau of Investigations (FBI), Department of Homeland Security (DHS), Cybersecurity and Infrastructure Security Agency (CISA), as well as Lincoln Electric System (LES), Nebraska Public Power District (NPPD), and Omaha Public Power District (OPPD) to stay well-informed of cyber and physical security innovations, activities, and threats.

Western Area Power Administration (WAPA)

Presenter: Carol Brehm, Member Relations Representative

Loveland Area Projects (LAP) and Upper Great Plains (UGP): There have been reports of the possibility of double-digit rate increases later this year on the energy side but no official notification has been received to date. Snowpack was above average this year and the current drought adder is expected to be adequate at this time although other inflationary pressures could have an impact. Notices of any changes will be sent out this fall.

Regional Transmission Organization West (RTOW): WAPA’s Federal Register Notice was posted in April and a summary of the timeline presented.

Photos were presented chronicling the high flow experiment that was implemented to address what WAPA calls the “twenty-year mega drought”, and national drought conditions were discussed.

Colorado River Storage Project (CRSP)/Salt Lake City Area (SLCA): Dates of scheduled customer rate meetings, monthly update calls, and the CRSP Management Center’s Annual Customer meeting were presented.

GENERAL COUNSEL REPORT – CONTRACTS, SETTLEMENT AGREEMENTS, LEGISLATIVE AND LEGAL UPDATES

Presenter: Chris Dibbern, General Counsel

Information regarding the following agreements was included in the meeting packet:

Other Party	Agreement Name
MidAmerican Energy Company	JOU Confirmation Letter to Market Services Agreement (Walter Scott Unit 4 and Louisa share)
WAPA	Revised Exhibit A (Meters within WACM Balancing Area) to Agreement No. 20-RMR-3185 for Balancing Authority Services
WAPA	Contract No. 23-UGPR-75 to Transfer Renewable Energy Certificates to Municipal Energy Agency of Nebraska
Liberty Mutual Insurance Company, Black Hills Wyoming, LLC	Wygen I Reimbursement and Payment Bond (renewal of bond #6621399; credit assurance by Black Hills Wyoming, LLC)

Legislative and Regulatory Report:

IOWA: Iowa had a successful session, passing legislation that limits Iowa Utilities Board’s (IUB) jurisdiction over municipal utilities in rate setting matters.

NEBRASKA: MEAN’s Legislative Bill 289 will enhance MEAN’s ability to expand services and provide services related to information technology, physical security, physical infrastructure management, regulatory reporting, and administration regarding publicly owned utility and municipal infrastructure systems. The bill is expected to pass and a vote is anticipated this week.

COLORADO: 300 bills were passed in the last three weeks of Colorado’s legislative session. House Bill 23-1039 passed this session and requires electric load serving entities like MEAN to report on their resource adequacy and other matters regarding emission reductions. This reporting will not be required once MEAN enters an RTO.

WYOMING: Wyoming is looking at building a new nuclear power plant.

CLOSING COMMENTS

Bob Poehling thanked members for giving their time and attention to the governance of the organization.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:12 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Darrel Wenzel
Secretary/Treasurer
MEAN Board of Directors

Unapproved Minutes
Finance Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center South - 416 W Talmadge Road, Kearney, Nebraska
May 17, 2023

The Municipal Energy Agency of Nebraska (MEAN) Finance Committee met on Wednesday, May 17, 2023, beginning at 4:23 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both print and online in the Lincoln Journal-Star newspaper and website on May 3, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy's Public Meeting Information website.

CALL TO ORDER

Chairman Darrel Wenzel called the meeting to order at 4:23 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with all seven committee members in attendance.

Present:

1. Tyler Christoff - Aspen
2. Pat Davison - Imperial
3. Chris DesPlanques - Indianola
4. Edward Dunn - Grant
5. Brent Nation - Fort Morgan
6. Tom Ourada - Crete
7. Darrel Wenzel - Waverly

PUBLIC COMMENTS

Presenter: Darrel Wenzel

The Public Comment Period was announced and a review of the rules applicable to the public comment process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the May 11, 2023, meeting of the MEAN Finance Committee were previously distributed to Committee Members and were included as Attachment A of the meeting packet. There were no corrections or changes.

Next Meeting

The next meeting of the MEAN Finance Committee will be held on August 16, 2023, at the Younes Conference Center, 416 W Talmadge Rd. in Kearney, Nebraska.

Consent Resolution

Motion: Edward Dunn moved to approve the consent resolution as presented. Chris DesPlanques seconded the motion, which carried on a unanimous roll call vote.

WHEREAS, certain business of the MEAN Finance Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Finance Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Finance Committee that the minutes of the May 11, 2023, meeting are hereby approved.*
- 2. BE IT FURTHER RESOLVED BY the MEAN Finance Committee that the next meeting will be held on Wednesday, August 16, 2023 at the Younes Conference Center South, 416 W Talmadge Rd., Kearney, Nebraska.*

FINANCIAL REPORT

Presenter: Jamie Johnson, Director of Finance & Accounting

MEAN financial results were reviewed by the Committee at its May 11, 2023, meeting. Due to the delayed start of this meeting, Committee members were referred to the financial summary results for NMPP Energy in the meeting packet which will be reviewed in greater detail during the Board of Directors meeting on May 18, 2023.

A. FORVIS Pre-Audit Communication Letter

A copy of the Pre-Audit Communication Letter from FORVIS was previously distributed and included as Attachment B of the meeting packet. It is a standard letter that provides an overview of the audit process, a summary of its scope and timing, and notification of any new accounting standards. GASP Statement No. 86 is a new accounting standard that will apply this year relating to Leases that may affect reporting for MEAN's land lease related to ownership of Wygen 1.

CONSIDERATIONS RELATED TO PRELIMINARY FISCAL YEAR 2022-2023 FINANCIAL RESULTS

Presenter: Jamie Johnson, Director of Finance & Accounting

A. Rate Stabilization Account Transfers

A review of the language on the Rate Stabilization Account in Section 6 of MEAN's Financial and Administrative Policies and Guidelines was presented detailing the purpose and goals of the Energy, Fixed Costs, and Other components within the rate stabilization account.

Previously approved budget and allocation resolutions were reviewed, and other considerations for the Energy, Fixed Costs and Other components was discussed.

Potential costs are expected relating to plant closures, capital improvements and environmental regulations, however, the timing and exact costs are difficult to estimate.

A review of the energy charge analysis showed results were better than anticipated and actual cash use before rate stabilization activity was \$1.1M less than budgeted. For the Fixed Cost Recovery Charge (FCRC), actual cash costs came in \$1.4M under budget.

Allocations proposed in resolution option A were presented. Option A was suggested by staff at the May 11th Finance Committee meeting.

Allocations proposed in resolution option B were presented. If option B is approved intended use of those funds needs to be identified through an additional resolution.

Having the funds in the Rate Stabilization Account provides more flexibility for the use of those funds versus leaving as Operating funds. Resolution A and B determine which component of the rate stabilization account the funds are held in, total dollars in the rate stabilization account will be the same under each resolution.

Discussion ensued.

Motion: Edward Dunn moved to approve resolution – Option A as presented. Tyler Christoff seconded the motion, which carried on a 5-2-0 roll call vote.

Ayes: Tyler Christoff, Pat Davison, Edward Dunn, Brent Nation, Tom Ourada.

Nayes: Chris DesPlanques, Darrel Wenzel

Abstain: None

RESOLUTION – OPTION A

The MEAN Finance Committee recommends the MEAN Board of Directors reverse the transfer of \$1,865,045 from the energy component based on the approved budget, transfer \$1,900,000 from the energy component into the other component of the Rate Stabilization Account, and transfer \$1,286,619 from Fiscal Year 2022-2023 operating revenues into the other component of the Rate Stabilization Account.

B. Allocation of a Portion of Fiscal Year 2022-2023 Net Revenue to Participants

Based on the analysis of current year's costs and compared to the current year's rates and charges, staff did not recommend an additional charge, or a credit to Participants.

MODIFICATIONS TO FINANCIAL AND ADMINISTRATIVE POLICIES AND GUIDELINES

Presenter: Jamie Johnson, Director of Finance & Accounting

Section 13: Contracts was revised as presented updating titles and revising the signatory order of individuals authorized to sign contracts when the Executive Director is out of the office.

Section 17: Rates and Charges was modified due to the recent implementation of the Green Energy Program. Sections 17.2 and 17.3 related to old wind and landfill gas rates were removed.

Motion: Tom Ourada moved to approve a recommendation to the MEAN Board of Directors recommending they approve the modifications to the MEAN Financial and Administrative Policies and Guidelines as presented. Chris DesPlanques seconded the motion, which carried on a unanimous roll call vote.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:14 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

Unapproved Minutes
Governance Review Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center – 416 W Talmadge Road, Kearney, Nebraska
May 17, 2023

The Municipal Energy Agency of Nebraska (MEAN) Governance Review Committee met on Wednesday, May 17, 2023, beginning at 2:53 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both print and online in the Lincoln Journal-Star newspaper and website on May 3, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Chair Tom Ourada called the meeting to order at 2:53 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with nine of eleven committee members in attendance.

- | | |
|--|--------------------------------|
| 1. James DePue - Wray, CO | 6. Mike Palmer - Sidney, NE |
| 2. Bill Hinton - Kimball, NE | 7. Todd Rust – Chappell, NE |
| 3. Duane Hoffman - Oxford, NE | 8. Adam Suppes – Delta, CO |
| 4. Matt Langhorst - Glenwood Springs, CO | 9. Darrel Wenzel – Waverly, IA |
| 5. Tom Ourada - Crete, NE | |

Absent: Travis Burdett – Grand Island, NE and Rick Rigel– ARPA

PUBLIC COMMENTS

Presenter: Tom Ourada, Committee Chair

The Public Comment Period was announced and a review of the rules applicable to the public comment process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the April 20, 2023 meeting of the MEAN Governance Review Committee were previously distributed to Committee Members and included as Attachment A of the meeting packet. There were no corrections or changes.

Next Meeting

The next meeting of the MEAN Governance Review Committee will be held on August 16, 2023, at the Younes Conference Center, 416 Talmadge Rd. in Kearney, Nebraska.

Consent Resolution

Motion: Darrel Wenzel moved to approve the consent resolution as presented. Todd Rust seconded the motion, which carried on a unanimous roll call vote.

WHEREAS, certain business of the MEAN Governance Review Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Governance Review Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Governance Review Committee that the minutes of the April 20, 2023, meeting are hereby approved.*
- 2. BE IT FURTHER RESOLVED BY the MEAN Governance Review Committee that the next meeting will be held on Wednesday, August 16, 2023, at the Younes Conference Center South, 416 W Talmadge Rd., Kearney, Nebraska.*

MODERNIZATION OF TOTAL POWER REQUIREMENTS POWER PURCHASE AGREEMENT (SERVICE SCHEDULE M)

Presenters: Brad Hans, Director of Wholesale Electric Operations and Michelle Lepin, General Counsel

As a follow-up to discussion at the previous Governance Review Committee meeting, an overview was provided of what opting out of a modification to Exhibit D would look like. Exhibit D of the current Service Schedule M agreement contains a list of Power Projects in MEAN's portfolio with an expected usable life in excess of 15 years. Projects remain on Exhibit D until all bonds and unconditional payment obligations for the project have expired.

Discussion ensued.

A review of the principles of the Service Schedule M modernization initiative was presented as well as a summary of what is and is not changing in the new SSM. The parties, quantities, price, and services are not changing. There are changes to the terms. These changes are either required to adequately reflect changes the industry has experienced in the forty-one years since the original SSM was drafted, or to ensure the terms are in line with today's commercial terms and MEAN practices.

Termination options under the new SSM and a review of the terms regarding transition of Market registration upon termination were presented. Considerations for determining what a participant would owe upon termination, what agency resource obligations are and examples of funded vs unfunded obligations was presented. Agency resource obligations are the portion of obligations that remain unfunded as of the date of participant's termination.

Discussion ensued.

A draft copy of the modernized Service Schedule M agreement was previously distributed as an Attachment B to the meeting packet. Proposed language addressing governmental impositions,

commitment of participant capacity, limitation of liability, and consequential damages exclusion was reviewed. The timeline for the SSM modernization was also presented. Education sessions will be offered for members and city attorneys in mid-2023 to provide a detailed overview of the modernized Service Schedule M agreement.

ADJOURNMENT

There being no further business, the meeting adjourned at 4:09 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

Unapproved Minutes
Power Supply Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center South - 416 W Talmadge Road, Kearney, Nebraska
May 17, 2023 – 12:30 p.m. (CT)

The Municipal Energy Agency of Nebraska (MEAN) Power Supply Committee met on Wednesday, May 17, 2023, at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both print and online in the Lincoln Journal-Star newspaper and website on May 3, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Chairman Tom Ourada called the meeting to order at 12:34 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with nine of ten committee members in attendance.

- | | |
|-------------------------------|--|
| 1. Pat Davison - Imperial, NE | 6. Matt Langhorst - Glenwood Springs, CO |
| 2. James DePue - Wray, CO | 7. Tom Ourada - Crete, NE |
| 3. Will Dowis - Gunnison, CO | 8. Adam Suppes - Delta, CO |
| 4. Bill Hinton - Kimball, NE | 9. Randy Woldt - Wisner, NE |
| 5. Duane Hoffman - Oxford, NE | |

Absent: Chris Rodman - Wall Lake, IA

PUBLIC COMMENT PERIOD

Presenter: Tom Ourada, Committee Chair

The Public Comment Period was announced, and a review of the rules applicable to the public participation process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the January 18, 2023, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes to the minutes.

Next Meeting

The next meeting of the MEAN Power Supply Committee will be held on August 16, 2023, at the Younes Conference Center South, located at 416 W Talmadge Rd. in Kearney, Nebraska.

2023 Summer Season Load and Capability Report

Bruce Doll, Manager of Resources, Planning & Transmission presented a summary of the 2023 Summer Season Load and Capability Report, including the contracted capacity of leased member generation.

Consent Resolution

Motion: Adam Suppes moved to approve the following Consent Resolution. Matt Langhorst seconded the motion, which carried unanimously on a roll call vote.

CONSENT RESOLUTION

WHEREAS, certain business of the MEAN Power Supply Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Power Supply Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the minutes of the January 18, 2023, meeting are hereby approved.*
- 2. BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the next meeting will be held on Wednesday, August 16, 2023, at the Younes Conference Center South, 416 W Talmadge Rd., Kearney, Nebraska.*
- 3. BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors approve the 2023 Summer Season Load and Capability Report.*

CITY OF HOLYOKE, COLORADO TOTAL POWER REQUIREMENTS POWER PURCHASE AGREEMENT (SERVICE SCHEDULE M) AND CORRESPONDING ADJUSTMENTS TO FIXED COST RECOVERY CHARGE ALLOCATIONS FOR SERVICE SCHEDULES M, K AND K-1

Presenter: Michelle Lepin, General Counsel

Holyoke, Colorado's current Service Schedule J expires on September 30, 2023, and the City is considering signing a Service Schedule M (SSM) agreement. This would be the standard SSM, not the modernized SSM that is still in draft form. Staff recommended the Committee recommend Board approval of the SSM with Holyoke and the corresponding adjustments to the Fixed Cost Recovery Charge (FCRC) allocations.

Discussion ensued.

Motion: Pat Davison moved to approve the following resolution. Matt Langhorst seconded the motion, which carried unanimously on a roll call vote.

RESOLUTION

WHEREAS, the City of Holyoke, Colorado (“City of Holyoke”), is a signatory to a Supplemental Agreement for Firm Power Interchange Service with the Municipal Energy Agency of Nebraska (“MEAN”) that is scheduled to expire September 30, 2023; and,

WHEREAS, the City of Holyoke intends to approve or has approved a Service Schedule M, Total Power Requirements Power Purchase Agreement, with MEAN for a term beginning October 1, 2023; and,

WHEREAS, the MEAN Power Supply Committee desires to recommend the MEAN Board of Directors approve the Service Schedule M with the City of Holyoke and corresponding adjustments to the Fixed Cost Recovery Charge Allocations for Service Schedules M, K and K-1 accordingly, all to be effective October 1, 2023 to allow for the sixty (60) day advance notice required for Service Schedule M.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors authorize and direct the Executive Director to execute the Service Schedule M, Total Power Requirements Power Purchase Agreement to be effective as of October 1, 2023 with the City of Holyoke, subject to receipt of all necessary documentation from the City of Holyoke.

BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors approve the Attachment 1, Fixed Cost Recovery Charge Allocation, dated effective October 1, 2023 to the Schedule of Rates and Charges, Exhibit B to Service Schedule M, as presented, subject to execution of the Service Schedule M by and between MEAN and the City of Holyoke effective October 1, 2023.

BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors approve the Attachment 1, Fixed Cost Recovery Charge Allocation, dated effective October 1, 2023 to the Schedule of Rates and Charges to Service Schedules K and K-1, as presented, subject to execution of the Service Schedule M by and between MEAN and the City of Holyoke effective October 1, 2023.

CITY OF LAKE VIEW, IOWA AGREEMENT FOR FIRM POWER INTERCHANGE SERVICE (SERVICE SCHEDULE J)

Presenter: Michelle Lepin, General Counsel

Lake View, Iowa is requesting to renew its Firm Power Interchange Service Agreement, formerly known as the Service Schedule J (SSJ) Supplemental Agreement, that will expire on May 31, 2024. Staff has proposed a modernized version of the agreement that would include many of the same terms as the draft modernized Service Schedule M agreement that has been proposed.

Motion: Adam Suppes moved to approve the following resolution. Matt Langhorst seconded the motion, which carried unanimously on a roll call vote.

RESOLUTION

WHEREAS, the Agreement for Firm Power Interchange Service between the City of Lake View, Iowa, and MEAN expires May 31, 2024, and,

WHEREAS, the City of Lake View, Iowa, may pass or has passed an ordinance to approve a new Agreement for Firm Power Interchange Service with MEAN to be effective for a five-year term beginning June 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors authorize and direct the Executive Director to negotiate and execute an Agreement for Firm Power Interchange Service between the City of Lake View, Iowa, and MEAN for a term of June 1, 2024 through May 31, 2029, subject to (i) final legal and management review, and (ii) timely receipt of all necessary documents from the City of Lake View, Iowa.

ESTABLISH EXCEPTION TO MORATORIUM AND LEASE ADDITIONAL MEMBER GENERATION FROM THE CITY OF CURTIS, NEBRASKA

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

The City of Curtis, Nebraska, is pursuing the installation of 4 MW of generation capacity. They have a forecasted fairly significant load increase due to an industrial facility, a new housing development with over fifty additional homes, and a college expansion project that is expected to add 40 – 80 additional units. Contracting for this additional capacity would improve MEAN’s position when mitigating high energy prices and would benefit a MEAN member as opposed to a third party.

Discussion ensued and included this would be a second site in between Curtis and Maywood. Curtis has a current capacity of 3.3MWh serving Curtis, Maywood, and the seven mile stretch in between due to an agreement with the Power Review Board. Curtis has often been running at maximum capacity over the past two years which was also a factor in pursuing a new installation.

Motion: Bill Hinton moved to approve the following resolution. Pat Davison seconded the motion, which carried unanimously on a roll call vote.

RESOLUTION

WHEREAS, the City of Curtis, Nebraska, a MEAN Service Schedule M participant, intends to pursue the purchase and installation of 4 MW of behind the meter reciprocating internal combustion engine generation in their community to offset the city’s forecasted load growth, and desires to commit to MEAN all of the generating accredited capacity of this new generator for pooling by MEAN; and

WHEREAS, the MEAN Board of Directors approved a moratorium effective January 20, 2005, on leasing any new or additional generation until such time peaking capacity generation is needed; and

WHEREAS, the MEAN Power Supply Committee desires to recommend the MEAN Board of Directors establish an exception to the moratorium to allow MEAN to lease an additional approximately 4 MW of generating capacity from the City of Curtis, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors establish an exception to the moratorium placed into effect January 20, 2005, to allow MEAN to lease an additional approximately 4 MW of generating capacity from the City of Curtis, Nebraska to offset the city’s forecasted load growth, contingent upon establishment of the necessary arrangements with the applicable transmission provider(s).

ESTABLISH EXCEPTION TO MORATORIUM AND LEASE ADDITIONAL MEMBER GENERATION FROM THE CITY OF WEST POINT, NEBRASKA

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

The City of West Point, Nebraska, is pursuing the installation of 6 to 8 megawatts of generation capacity for emergency generation. The City has approximately 4MW of existing contract capacity with MEAN and their peak load is 11MW. This additional capacity would benefit MEAN in several ways, including helping to offset Southwest Power Pool’s performance-based accreditation program.

Discussion ensued.

Motion: Randy Woldt moved to approve the following resolution. Matt Langhorst seconded the motion, which carried unanimously on a roll call vote.

RESOLUTION

WHEREAS, the City of West Point, Nebraska, a MEAN Service Schedule M participant, intends to pursue the purchase and installation of 6 to 8 MW of behind the meter reciprocating internal combustion engine generation in their community to replace 4 MW generating capacity previously leased to MEAN but no longer in service, and desires to commit to MEAN all of the generating accredited capacity of this new generator for pooling by MEAN; and

WHEREAS, the MEAN Board of Directors approved a moratorium effective January 20, 2005, on leasing any new or additional generation until such time peaking capacity generation is needed; and

WHEREAS, the MEAN Power Supply Committee desires to recommend the MEAN Board of Directors establish an exception to the moratorium to allow MEAN to lease approximately 6 to 8 MW of generating capacity from the City of West Point, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors establish an exception to the moratorium placed into effect January 20, 2005, to allow MEAN to lease an additional approximately 6 to 8 MW of generating capacity from the City of West Point, Nebraska to replace the 4 MW generating capacity previously leased to MEAN but no longer in service, contingent upon establishment of the necessary arrangements with the applicable transmission provider(s).

WAVERLY UTILITIES REQUEST TO UPDATE EXHIBIT B LIST OF PARTICIPANT-OWNED CAPACITY

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

Waverly, Iowa, completed decommissioning of its hydro-electric generators in September of 2022 due to generator age, lack of repair parts, and reduction in generation capacity due to lower river flows. Waverly is requesting to replace the 495kW hydro facility on its Exhibit B with a 495kW solar array. Their current Exhibit B allows for three hydro-electric generators for a total of 495kW.

Discussion ensued and included that the original units were installed in 1894. Waverly is looking at installing a new substation to the East of Waverly and the location allows for the solar array.

Motion: Pat Davison moved to approve the following resolution. Matt Langhorst seconded the motion, which carried unanimously on a roll call vote.

RESOLUTION

WHEREAS, Waverly Utilities, a municipal utility of the City of Waverly, Iowa, (“Waverly Utilities”), is a signatory to Service Schedule M, Total Power Requirements Power Purchase Agreement with MEAN; and,

WHEREAS, Waverly Utilities has previously entered into a Second Amended and Restated Supplemental Agreement with MEAN (“Supplemental Agreement”) under which Waverly Utilities and MEAN agreed that Waverly Utilities’ Monthly Supplemental Energy from MEAN under the Service Schedule M agreement would be reduced by the energy generated by certain hydroelectric and wind generating facilities listed within such Supplemental Agreement, which hydroelectric generating facilities were subsequently decommissioned due to the age of the generators, lack of available repair parts and reduction in generation capacity from lower river flows and,

WHEREAS, Waverly Utilities has requested that MEAN approve a modification to the Supplemental Agreement to allow Waverly Utilities to utilize 495 kW of nameplate capacity from yet-to-be-constructed solar-powered generating facilities in lieu of 495kW nameplate capacity from the now-decommissioned hydroelectric generating facilities.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the Executive Director is hereby authorized and directed to negotiate and execute a modification to the Supplemental Agreement between Waverly Utilities and MEAN setting forth the terms described above, subject to final legal and management review.

BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the Executive Director and agents of MEAN are, and each of them hereby is, authorized to do any and all things and to execute and deliver any and all documents which they or any of them deem necessary or advisable in order to consummate the execution and delivery of the modification to the Supplemental Agreement or any related agreement or document which is a requirement for execution of the modification to the Supplemental Agreement, subject to final legal and management review, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which MEAN has approved in this Resolution.

BEHIND THE METER GENERATION FLEET MODERNIZATION

Presenter: Tim Cerveny, Manager of Assets and Utility Services

An overview of the benefits of Behind The Meter Generation (BTMG) fleet modernization was presented and included better performance, less operator interaction and reduced fuel costs due to improved heat rates. Newer Units are less expensive to operate and maintain, are more responsive, and they improve safety. Other items to consider are performance based accreditation, unit registration, demand response, attribute value and reduced system reliability. An overview of current contract capacity pricing was presented and members were asked to contact MEAN staff if their community was interested in modernizing their fleet.

Discussion ensued.

RESOURCE PORTFOLIO UPDATES

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

Central Nebraska Public Power and Irrigation District (CNPPID): The project was approved by the Board in November of 2022 for 42 MW of hydropower. Staff is currently reviewing a draft Power Purchase Agreement (PPA) and expect to finalize it this summer.

Western Area Power Administration (WAPA): The Board approval granted in November 2021 for the new Capacity and Energy Displacement Agreement with WAPA also included approval of an amendment in the event the Kansas City Board of Public Utilities (KCBPU) WAPA allocation could be added to the Displacement Agreement. WAPA has indicated KCBPU's allocation (approximately 5 MW) could be added to the agreement as soon as January 2024.

Aspen, Colorado Agreements Regarding Ridgway Hydropower Project: In January of 2023 the Board approved a resolution for MEAN to contract with Aspen, Colorado to receive additional offtake from the Ridgway Hydropower Project. MEAN is currently working with Aspen to develop an approximately ten-year PPA with a start date of October 2023.

Black Hills Energy: A five-year natural gas PPA for capacity and energy is currently being negotiated as approved by the Board in January 2023.

Solar Project at Sidney, NE The 40 MW Solar project in Sidney, Nebraska has encountered some transmission issues following SPP's aggregate study. The PPA was approved by the Board in November of 2022. Staff is working through these issues.

Sandhills Community Solar and MEAN Contracted Solar: Sixteen communities have signed PPAs with Sandhills for community solar projects. Sandhills is open to a second round of projects once the current projects are off the ground. MEAN has nearly completed negotiations on PPAs with Sandhills Solar for approximately 18.144 MW-AC of solar generation located within MEAN communities. The agreements will have a term of approximately 25 years.

OPERATIONS UPDATES

Presenter: Jeff Lindsay, Electric Operations Manager

A summary of fuel pricing over the past thirty days for Midcontinent Independent System Operator (MISO)/SPP and markets in the West was presented. There was a significant decrease in pricing due to mild weather and lower natural gas prices. Historic May pricing was presented along with the current outlook.

MEAN had an agreement to procure operating reserves from Tri-State from September of 2022 through May of 2023. Tri-State recently offered to renew the agreement through March of 2024.

ADJOURNMENT

There being no further business, the meeting adjourned at 2:35 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

Unapproved Minutes
Services Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center South - 416 W Talmadge Road, Kearney, Nebraska
May 17, 2023

The Municipal Energy Agency of Nebraska (MEAN) Services Committee met on Wednesday, May 17, 2023, beginning at 4:10 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both print and online in the Lincoln Journal-Star newspaper and website on May 3, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy's Public Meeting Information website.

CALL TO ORDER

Chairman Edward Dunn called the meeting to order at 4:10 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with all seven committee members in attendance.

1. James DePue - Wray, CO
2. Edward Dunn - Grant, NE
3. Bill Hinton - Kimball, NE
4. Duane Hoffman - Oxford, NE
5. Dave Hrabanek - Pierce, NE
6. Mike Palmer - Sidney, NE
7. Janine Schmidt - Morrill, NE

PUBLIC COMMENT PERIOD

Presenter: Edward Dunn, Committee Chair

The Public Comment Period was announced, and a review of the rules applicable to the public participation process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the November 16, 2022, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes to the minutes.

Next Meeting

The next meeting of the MEAN Services Committee will be held on August 16, 2023, at the Younes Conference Center South, located at 416 W Talmadge Rd. in Kearney, Nebraska.

Consent Resolution

Motion: Dave Hrabenek moved to approve the following Consent Resolution. Bill Hinton seconded the motion, which carried unanimously on a roll call vote.

CONSENT RESOLUTION

WHEREAS, certain business of the MEAN Services Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Services Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Services Committee that the minutes of the November 16, 2022, meeting are hereby approved.*
- 2. BE IT FURTHER RESOLVED BY the MEAN Services Committee that the next meeting will be held on Wednesday, August 16, 2023, at the Younes Conference Center South, 416 W Talmadge Rd., Kearney, Nebraska.*

DISCUSSION OF SERVICES

Presenter: Tim Cerveny, Manager of Assets and Utility Services

An update was provided on the status of MEAN-sponsored Legislative Bill (LB289). The bill is on final reading and is expected to pass this session. Passage will allow entities such as MEAN to own and operate, contract to operate, or lease advanced metering infrastructure technology and provide advanced metering infrastructure services, allow MEAN to provide services related to information technology, physical security, physical infrastructure management, regulatory reporting, and administration regarding publicly owned utility and municipal infrastructure systems.

As MEAN looks to evaluate current services and expand future services, the Services Committee will be an integral part of the process. The purpose of today's meeting is to discuss Services and the goals and purpose of the committee. The Services Committee Scope document outlining the Committee's responsibilities was reviewed and discussed.

Strategic goals and the strategies to achieve them were identified during the MEAN Strategic Planning Workshop this past February. The Utility Services goal is "Enhance utility-related services supporting member communities". Three strategies as well as examples of actions MEAN has been doing or plans to do that support each of the strategies to facilitate achieving the goal were presented.

A list of incremental and value added services included as part of MEAN's rates and charges for long-term power supply was presented. There are many more services MEAN staff provides that can't be quantified.

ADJOURNMENT

There being no further business, the meeting adjourned at 4:22 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA**

RESOLUTION # CDA23-04

(Redevelopment Plan Amendment –
Cardinal Ventures Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, APPROVING AND ADOPTING AN AMENDMENT TO THE REDEVELOPMENT PLAN OF THE CITY OF CRETE, NEBRASKA TO IMPLEMENT THE CARDINAL VENTURES REDEVELOPMENT PROJECT; ADOPTING A COST-BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).

B. The Community Development Agency of the City of Crete, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Act, has prepared an amendment to the Redevelopment Plan in the form attached as Exhibit “A” (“Redevelopment Plan Amendment”).

C. The Redevelopment Plan Amendment would create a redevelopment project in the Redevelopment Area on property described in the Redevelopment Plan Amendment identified as the Cardinal Ventures Redevelopment Project (the “Project”).

D. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the costs of certain eligible public improvements authorized by the Act and more particularly set forth in the Redevelopment Plan Amendment.

E. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.

F. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan Amendment as Exhibit “C” (the “Project Cost Benefit Analysis”).

G. The CDA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Crete, Nebraska.

H. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

I. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.

J. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan Amendment and the Project Cost Benefit Analysis.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

1. The cost and benefits set forth in the Project Cost Benefit Analysis have been found to be in the long-term best interest of the City.

2. The CDA hereby approves the Project Cost Benefit Analysis as the cost benefit analysis of the Project.

BE IT FURTHER RESOLVED, by the CDA, as follows:

1. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Crete as a whole, as set forth in the City of Crete Comprehensive Plan, as amended.

2. The Redevelopment Plan Amendment will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of Crete.

3. The Redevelopment Plan Amendment is in conformance with the Act.

4. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of Tax Increment Financing.

5. The CDA hereby approves the Redevelopment Plan Amendment and recommends approval and adoption by the City Council of the City of Crete.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 6th day of June, 2023.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Plan Amendment

[Attached]

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF CRETE, NEBRASKA**

(CARDINAL VENTURES REDEVELOPMENT PROJECT)

The City of Crete, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area identified as Redevelopment Area #3 (the “Redevelopment Area”) in the City of Crete, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City on April 4, 2023, pursuant to Resolution #2023-07. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), the City created the Community Development Agency of the City of Crete (“CDA”), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions, which property is identified and legally described on the attached and incorporated Exhibit “A” (the “Project Site”), and to identify a proposed redevelopment project on the Project Site.

Project Site

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site will consist of thirty-three (33) platted lots upon the subdivision and replatting of the existing property. The Project Site has been identified by the City as a target area for residential development. However, the Project Site is underdeveloped and does not have the public infrastructure necessary to develop the lots. In order to support private development, the Project Site is in need of site preparation, street improvements, utility infrastructure improvements, among other necessary improvements. Without public infrastructure improvements, the Project Site cannot be fully developed into the proposed residential subdivision, and the necessary public infrastructure improvements are cost-prohibitive based on the price that for which each lot could be sold.

The Project Site was annexed into the corporate limits of the City in 2023. The Project Site is currently zoned R-2 Two-Family Residential District and is designated as Single Family Residential on the Future Land Use Map in the Comprehensive Plan. A portion of the Project Site (Lots 1–10) will need to be rezoned to R-3 Multi-Family Residential District.

Project

Cardinal Ventures, LLC (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The project under consideration will consist of the construction of approximately thirty-three (33) residential dwelling units, which shall include the necessary public infrastructure to support the residential development (the “Project”). A preliminary site plan is attached as Exhibit “B” and incorporated by this reference. The CDA acknowledges that the site plan is preliminary in nature and subject to change.

The dwelling units are anticipated to include the following: (1) 6 row house units along Iris Avenue; (2) 4 row house units on the west side of Jasmine Road; (3) 21 single family homes that will be accessed from either Jasmine Road or a new street; and (4) 2 acreage homes in the southeast corner of the development that will be accessed from a private drive from Fairchild Drive.

Redeveloper shall construct and install all the public improvements for the Project. When the public infrastructure is installed and the lots in the Project Site are in a buildable conditions, Redeveloper intends to sell a majority of the lots to builders or homeowners for construction of the private improvements. Pursuant to this Project, Redeveloper will pay the costs of the public improvements. As part of the Project, the CDA shall utilize tax increment financing (“TIF”) on the Project Site to assist in payment of the public improvements, but Redeveloper shall pay all the costs of the public improvements not covered by TIF.

Construction of the public improvements is anticipated to commence in Spring, 2024. It is anticipated that the public improvements will be completed in 2024. Construction of the private improvements is anticipated to commence as soon as the public improvements have been completed. The private improvements will be completed in multiple phases based upon the rate of lot sales that will be dictated by the local market, so it is unclear how long it will take to complete the private improvements.

The Project may be completed in up to six (6) phases. Completing the Project in phases will allow Redeveloper to maximize the TIF available for the public improvements. The implementation of each phase of the Project will depend on the construction schedule, and, as a result, the number of residential dwelling units constructed as part of each phase and the timing of completion of each phase is subject to adjustment. Each phase may have a separate effective date for the division of taxes; provided, however, the last effective date permitted for the Project shall be January 1, 2030.

Based on the TIF Projections provided on the attached and incorporated Exhibit “D”, it is projected that the Project will yield aggregate TIF Indebtedness in the amount of approximately \$1,780,000 for all phases of the Project. Details regarding the issuance of the TIF Indebtedness will be set forth in the redevelopment agreement for the Project.

Redeveloper estimates that the cost of the public improvements necessary to support the private improvements for the Project will be approximately \$1,930,000 (\$58,485 per lot). The list of proposed public improvements and cost estimates are set forth below:

Site Acquisition	\$515,000
Site Preparation	\$315,031
Utilities (Water, Sanitary Sewer, Storm Sewer)	\$449,033
Paving	\$395,840
Street Lighting	\$23,000
Engineering Fees	\$236,581
<hr/>	
Total:	\$1,934,484

The list of TIF Uses is preliminary and subject to change, and the costs are estimates. The actual cost of all TIF Uses must be certified to the CDA to be eligible for reimbursement. In addition, TIF-eligible expenditures will include, and Redeveloper shall pay, the CDA’s cost of issuance, including attorney fees, the CDA’s 1% administrative fee, and the CDA’s 6% designated sum for City improvements.

The use of TIF to assist with the costs of the public improvements will make the Project as designed feasible. The private improvements cannot be constructed without the site work and public infrastructure improvements, and the public improvements require the use of TIF to assist with the costs. The redevelopment of the Project Site pursuant to the Project identified in this Plan Amendment will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to assist with payment for those eligible expenditures as set forth in the Act. The additional costs of the public improvements shall be paid by Redeveloper; the City and/or CDA shall not be required to incur any costs or expenses with respect to this Project other than the issuance of the TIF Indebtedness. Redeveloper shall arrange all financing necessary for the Project, including any financing relating to the TIF Indebtedness.

Statutory Elements

This section includes a consideration of the statutory elements identified under the Act.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed development at the Project Site is the construction of a residential subdivision and the infrastructure necessary to support residential development. The Project will increase the population density in the project area. However, this growth is desired by the City and conforms to the Comprehensive Plan of the City.

C. Land Coverage

The Project Site will consist of thirty-three (33) platted lots. The Project will be required to meet the applicable land-coverage ratios and zoning requirements as required by the City of Crete. Each lot owner shall be responsible for obtaining a building permit prior to the construction of any private improvements.

D. Traffic Flow, Street Layouts, and Street Grades

The Project is anticipated to cause an increase in traffic flow to and from the Project Site. The public improvements for the Project will include the necessary street improvement for the Project Site, including the construction of a new street through the development. These public improvements shall benefit the Project and support additional traffic created by this Project.

E. Parking

The Project Site will be platted for residential development. The Project will be required to meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned R-2 Two-Family Residential District. Redeveloper will need to seek a change of zone for a portion of the Project Site (Lots 1-10) to R-3. In addition, the Project Site will need to be subdivided into thirty-three (33) lots. Redeveloper shall be responsible for compliance with the City of Crete zoning regulations, subdivision regulations, building regulations, and all other applicable laws and codes.

Cost-Benefit Analysis

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit “C” and incorporated by this reference.

Comprehensive Plan

Several goals set forth in the City of Crete Comprehensive Plan dated December, 2014 (the “Comprehensive Plan”) will be furthered by this Project, including, but not limited to:

HOUSING & NEIGHBORHOOD DEVELOPMENT

Goal 1: Community Housing Initiative. The City of Crete should implement a Housing Initiative as a primary economic development activity. This Community Housing Initiative should include the development of up to 314 new housing units by 2024, including an estimated 184 owner housing units and 130 new rental units. The development of up to 314 new housing units would add an estimated \$61 Million to the Crete property tax base. This Housing Initiative would provide current and future residents of the Community with access to a variety of safe, decent and affordable housing types for families and individuals of all age, household size and income sectors.

Goal 2: New Housing Developments. New housing developments in the City of Crete should address the needs of both owner- and renter households, of all age and income sectors, of varied price products. Citizen Survey participants identified housing for low- to moderate income families, existing/new employees and first-time homebuyers, consisting of three+-bedroom, single family housing as a great need for the Community.

- **Action Step 1:** Identify up to 185 acres of land for new residential development to meet the estimated need for 314 additional housing units by 2024. The City should develop housing in both new and developed areas of the Community.
- **Action Step 2:** Build an estimated 32 units of owner housing for households of low- to moderate-income, 104 units for moderate income households and an estimated 48 owner units for families and individuals of moderate- to upper income. Special attention should be given the construction of single family housing units for younger households and single family and patio and town home units for older adults ...
- **Action Step 6:** Future housing development programs in Crete should be concentrated in the eastern portion of City, between Iris Avenue and County Road 2400 ...

Goal 4: Financing Housing Development. The City of Crete and housing developers should consider both public and private funding sources to both construct new housing and maintain the existing housing stock.

- **Action Step 2:** The City of Crete should utilize Tax Increment Financing (TIF) to assist in the financing of new housing developments, specifically public facility and utility requirements ...

The Project meets and furthers the goals set forth in the Comprehensive Plan and is thus in conformance with the Comprehensive Plan.

Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.

Additional Project Information from Redeveloper

Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site; (ii) no families will be displaced or relocated from the Project Site based upon this Project, and (iii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

EXHIBIT "A"
Legal Description of the Project Site

The Project Site consist of 3 parcels identified as PIDs 760015643, 760015635, and 760090998, and legally described as follows:

A tract of land composed of Lot 43 Irregular Tracts, part of Lot 44 Irregular Tracts, a Tract of land from Quitclaim Deed 2022-01588, a Tract of land owned by Doane College and the South Half of vacated Whittier Avenue adjacent to Block 14 in "College Park Addition", located in the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Comer of the Northeast Quarter; Thence South, on the West Line of the Northeast Quarter, on an assumed bearing of S 00°04'00" E for a distance of 825.79' to a point of intersection with the South Line of Longfellow Avenue; Thence S 84°50'41" E, on the South Line of Longfellow Avenue, for a distance of 33.14' to a point on the East 33' Line of Iris Street, said point being the Point of Beginning:

Thence continuing on the South Line of Longfellow Avenue the following 4 courses:

S 84°50'41" E for a distance of 97.52';

Thence S 81 °21 '32" E for a distance of 18.85';

Thence S 83°05'55" E for a distance of 129.84';

Thence N 89°17'33" E for a distance of 67.99' to a point on the East Line of Jasmine Road extended South;

Thence N 00° 16'25" W, on the East Line of Jasmine Road extended South and on the East Line of Jasmine Road, for a distance of 435.46' to a point on the Centerline of vacated Whittier Avenue; Thence on the Centerline of vacated Whittier A venue the following 2 courses:

S 89°57'41" E for a distance of 122.07';

Thence N 89°59'20" E for a distance of 142.00' to a point on the West Line of Bryant Street;

Thence S 00°16'57" E, on the West Line of Bryant Street, for a distance of 34.00' to a point on the South Line of vacated Whittier A venue; Thence on the South Line of vacated Whittier Avenue the following 3 courses:

Thence N 88°39'28" E for a distance of 67.96';

Thence with a curve turning to the left with an arc length of 277.78', with a radius of 506.92', with a chord bearing of N 74°05'04" E, with a chord distance of 274.32';

Thence N 78°16'27" E for a distance of 69.37' to a point on the South Line of Taylor Street;

Thence N 89°48'06" E, on the South Line of Taylor Street, for a distance of 171.07';
Thence S 00°10'06" E for a distance of 536.20';
Thence N 89°56'50" W for a distance of 232.44' to a point of the West Line of Locust Street in "Lothrop Heights Addition";
Thence S 00° 11 '41" E, on the West Line of Locust Street in "Lothrop Heights Addition", for a distance of 76.22' to the Northeast Corner of Lot 13, Block 1 "Lothrop Heights Addition";
Thence S 89°42'33" W, on the North Line of Block 1 "Lothrop Heights Addition", for a distance of 914.81' to the Northwest Corner of Lot 1, Block 1 "Lothrop Heights Addition", said point being on the East 33' Line of Iris Street; Thence N 00°04'00" W, on the East 33' Line of Iris Street, for a distance of 150.29' to the Point of Beginning.

Together with Lots 5-8, Block 15 College Park Addition, and Lots 9-11, Block 15 College Park Addition, Crete, Saline County, Nebraska.

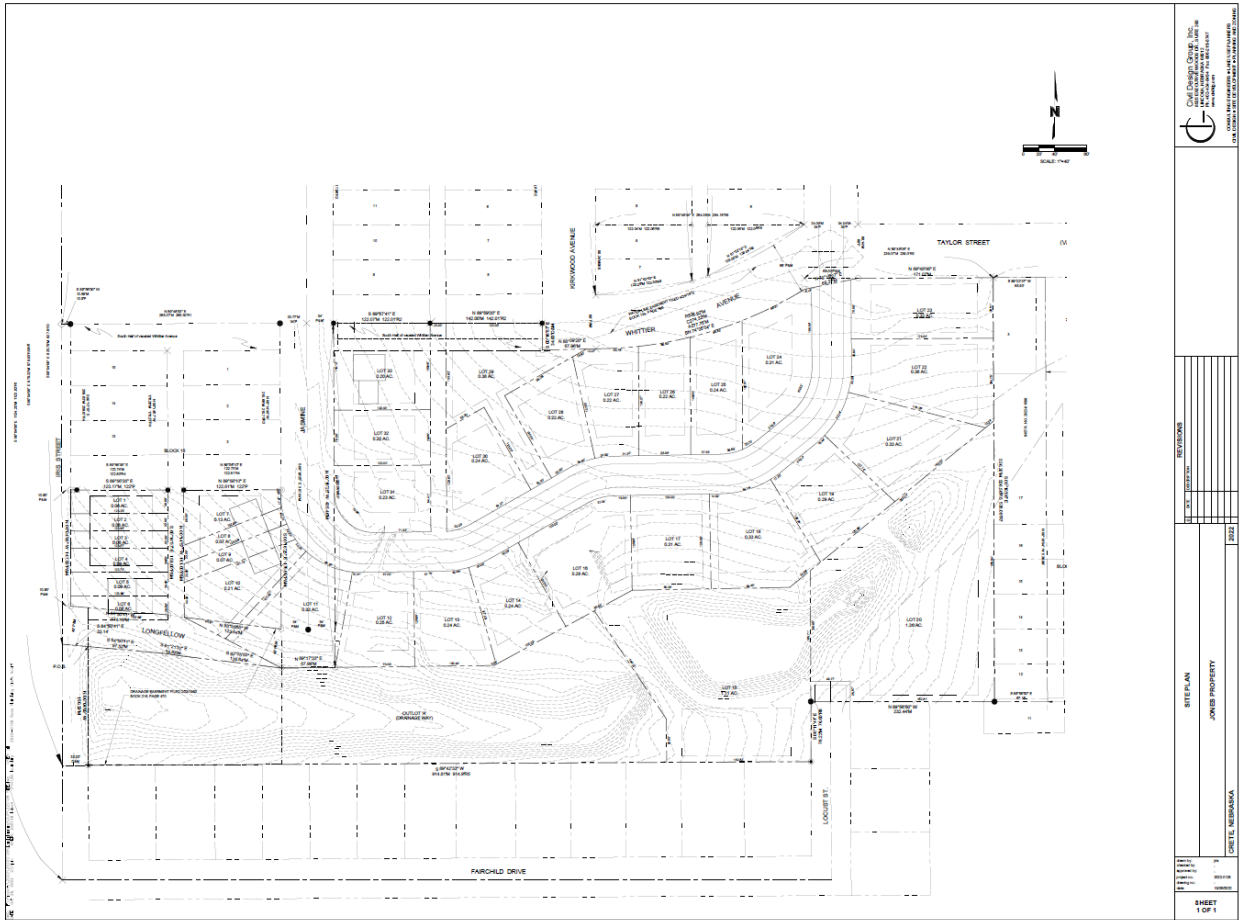
Note: The Project Site will be subdivided and replatted following approval of this Plan Amendment. Upon subdivision approval, the legal description of the Project Site created thereby shall replace and supersede the above legal description.

The parcels in questions are depicted on the following map:



Exhibit "B"

EXHIBIT "B" Preliminary Site Plan



 <small>CAD Design Group, Inc. 1000 S. 10th Street, Suite 100 Lincoln, NE 68502 Phone: (402) 441-1111 Fax: (402) 441-1112</small>	
SITE PLAN JOHN'S PROPERTY	SHEET 1 OF 1
OMBL, NEBRASKA	

Exhibit "B"

EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Cardinal Ventures Redevelopment Project, as described in the Plan Amendment to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. § 18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Additionally, the base valuation of the Project Site, which will continue to be allocated between taxing jurisdictions, will increase based on the platting and initial increase in value of each lot prior to the division of taxes. This will result in an additional amount ad valorem taxes collected by each taxing jurisdiction during the 15 year TIF period. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. It is anticipated that the Project will create up to approximately \$10,195,000 of incremental valuation. Because the Project Site does not have the necessary infrastructure for any development, it is clear that there will not be any increase in valuation on the Project Site without the Project. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years of each phase. For the purposes of illustrating the incremental taxes used for TIF, all of the phases are first assumed to occur simultaneously, yielding the following 15 year tax shift:

a.	Base Valuation:	\$955,000
b.	Projected Completed Project Assessed Valuation:	\$11,150,000
c.	Projected Tax Increment Base (b. minus a.):	\$10,195,000
d.	Estimated Tax Levy:	2.083792
e.	Annual Projected Tax Shift:	\$212,443

Because of the phased nature of the Project, the annual tax shift of the Project as set forth above will be expanded over a number of effective dates for the division of taxes. An example of the tax shifts for the Project with four (4) phases is set forth in Exhibit “D”.

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2022 levy rate. There has been no accounting for a partial valuation in the first year of the TIF period. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

Public infrastructure improvements are included in the TIF Uses for this Project, and said improvements shall positively impact the City. Redeveloper anticipates expenditures of approximately \$1,930,000 for construction and installation of the public improvements for the Project. The public improvements will benefit not only the Project Site, but additional adjacent property in the City as well. All of these public improvement costs are TIF-eligible expenditures under the Act. TIF will be utilized to assist with the payment of a portion of these costs, but Redeveloper shall be responsible for any portion of the costs of the public improvements not covered by TIF. Therefore, the use of TIF is leveraging additional public infrastructure in the City.

The Project is not anticipated to have a material adverse effect on any community public services. Electric, water and sewer capacities are generally sufficient to support the Project when the public improvements of the Project are considered.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The platting of the Project Site into buildable lots will increase the base valuation of the Project Site prior to the division of taxes. This increase would not occur without the implementation of the Project. The City should realize revenue from sales taxes paid by the residents of the homes on the Project Site. The homes constructed on the Project Site will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional housing in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for employees. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

Similar to the item number 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers, but should increase the need for services and products from existing businesses.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material impact on the student populations of the school district within the City. It is a City goal to increase the housing stock and population of the City. This will naturally increase the student population in the City. There is no indication that the school district cannot support the additional students.

The school district will not receive taxes from the homes built during the time the increased taxes are utilized to pay the TIF Indebtedness. The school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base valuation of the land will benefit the school district. After the TIF Indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential development will be available to the school district. Because the Project would not occur but-for the use of TIF, there is no loss in prospective tax revenues to the school district.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project will create additional infrastructure and increase the City's available housing stock. The Project will help address the local housing needs. Additionally, the use of TIF for the Project will decrease the lot costs by approximately \$58,485 per lot. Without TIF to reduce the per lot costs, no lots could be sold and the Redeveloper would not proceed with this development.

7. Summary of Findings:

The Project will increase the City's tax base, without material adverse effect on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. The benefits outweigh the costs of the proposed Project.

EXHIBIT "D" TIF Projections

General Assumptions:

Tax Levy (2022): 2.083792
Interest Rate: 6.75%

Unit Types:

		Base Value	Final Value	# of Units	Lot #s
A	Single Family	\$25,000	\$325,000	3	11-13
B	Single Family	\$50,000	\$350,000	1	16
C	Single Family	\$30,000	\$350,000	9	14, 23-30
D	Single Family	\$30,000	\$325,000	3	31-33
E	Acreage	\$30,000	\$450,000	1	15
F	Acreage	\$40,000	\$500,000	1	20
G	Single Family	\$30,000	\$400,000	5	17-19, 21-22
H	Row House	\$25,000	\$275,000	10	1-10

Preliminary Construction Schedule:

	2024	2025	2026	2027
A	1	1	1	0
B	0	1	0	0
C	0	0	2	7
D	0	3	0	0
E	0	1	0	0
F	0	1	0	0
G	0	0	5	0
H	6	4	0	0
TOTAL	7	11	8	7

TIF Calculations:

Phase	1	2	3	4
TIF Period	15	15	15	15
Base Value	\$175,000	\$335,000	\$235,000	\$210,000
Base Taxes	\$3,647	\$6,981	\$4,897	\$4,376
Final Value	\$1,975,000	\$3,700,000	\$3,025,000	\$2,450,000
Total Taxes	\$41,155	\$77,100	\$63,035	\$51,053
Tax Increment	\$37,508	\$70,120	\$58,138	\$46,677
Phase Years	1 to 15	2 to 16	3 to 17	4 to 18

Year	Phase 1	Phase 2	Phase 3	Phase 4	Total
1	\$37,508	\$0	\$0	\$0	\$37,508
2	\$37,508	\$70,120	\$0	\$0	\$107,628
3	\$37,508	\$70,120	\$58,138	\$0	\$165,766
4	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
5	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
6	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
7	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
8	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
9	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
10	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
11	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
12	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
13	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
14	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
15	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
16	\$0	\$70,120	\$58,138	\$46,677	\$174,934
17	\$0	\$0	\$58,138	\$46,677	\$104,815
18	\$0	\$0	\$0	\$46,677	\$46,677
TOTAL	\$562,624	\$1,051,794	\$872,067	\$700,154	\$3,186,639

TIF Present Value: \$1,782,062

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA**

RESOLUTION # CDA23-05
(Redevelopment Agreement –
Cardinal Ventures Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, APPROVING THE REDEVELOPMENT AGREEMENT FOR THE CARDINAL VENTURES REDEVELOPMENT PROJECT AND AUTHORIZING THE USE OF TAX INCREMENT FINANCING FOR SAID PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

RECITALS

- A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).
- B. The Community Development Agency of the City of Crete, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Act, has adopted an amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”).
- C. The Planning Commission of the City of Crete, Nebraska has recommended approval of the Redevelopment Plan Amendment.
- D. The CDA shall submit the Redevelopment Plan Amendment to the City Council of the City of Crete, Nebraska for final approval and adoption pursuant to the Act.
- E. The Redevelopment Plan Amendment authorizes and creates a specific redevelopment project on a portion of the Redevelopment Area identified in the Redevelopment Plan Amendment as the Cardinal Ventures Redevelopment Project (the “Project”).
- F. The CDA has prepared a redevelopment agreement for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- G. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain eligible public improvements authorized by the Act and identified in the Redevelopment Plan Amendment and the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the Redevelopment Agreement is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to execute and enter into the Redevelopment Agreement on the CDA's behalf upon the City Council's approval of the Redevelopment Agreement.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to take all such actions that are required to fulfill the terms of the Redevelopment Agreement and to consummate the agreement set forth therein.

BE IT FURTHER RESOLVED, without limitation to the foregoing, the CDA authorizes the issuance of the TIF Indebtedness as set forth in the Redevelopment Agreement without further written approval of the CDA or the City Council. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA or the City.

BE IT FURTHER RESOLVED, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Redevelopment Plan Amendment for the Project, and if the City Council does not approve and adopt the Redevelopment Plan Amendment, the resolutions contained herein shall be void and of no effect.

BE IT FURTHER RESOLVED, that any other resolutions or actions that are contradictory or incompatible with the provisions of this Resolution are hereby rescinded.

Dated this 6th day of June, 2023.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

**EXHIBIT “A”
Redevelopment Agreement**

[Attached]

**REDEVELOPMENT AGREEMENT
(Cardinal Ventures Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the 6th day of June, 2023, by and between the Community Development Agency of the City of Crete, Nebraska (“CDA”) and Cardinal Ventures, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Crete, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. Redeveloper’s proposed redevelopment project will consist of the construction of approximately thirty-three (33) residential dwelling units in multiple phases, with all phases constituting part of a single redevelopment project.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

G. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

H. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.01 **Terms Defined in this Redevelopment Agreement.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended, and acts amendatory thereof and supplemental thereto.

B. “Anticipated Tax Increment” means the anticipated Tax Increment for a lot in the Project Site.

C. “CDA” means Community Development Agency of the City of Crete, Nebraska.

D. “City” means the City of Crete, Nebraska.

E. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means the amount of Eleven Million One Hundred Fifty Thousand and No/100 (\$11,150,000.00).

H. “Minimum Lot Valuation” means the minimum real estate property valuation of a lot in the Project Site.

I. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

J. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and the Public Improvements defined herein and described on Exhibit “A”.

K. “Project Completion Date” means December 31, 2029.

L. “Project Site” means all that certain real property situated in the City of Crete, Saline County, Nebraska, more particularly described on Exhibit “A”.

M. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

N. “Redeveloper” means Cardinal Ventures, LLC, a Nebraska limited liability company.

O. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

P. “Redevelopment Area” means Redevelopment Area #3 in the City as set forth in the Redevelopment Plan.

Q. “Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Area approved by the City Council of the City on April 4, 2023, pursuant to Resolution #2023-07, as amended from time to time.

R. “Tax Increment” means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Saline County Board of Equalization) for the Project Site for the year prior to the Effective Date (defined in Neb. Rev. Stat. § 18-2103(29) as the “Redevelopment Project Valuation”), and the portion of the ad valorem tax in excess of the Redevelopment Project Valuation which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

S. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained

herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in Redevelopment Area without the use of tax increment financing.

ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements on each phase of the Project pursuant to the Act. The CDA shall capture the Tax Increment generated by each phase of the Project Site to assist in the payment of the Public Improvements for a total period of not to exceed fifteen (15) years for each phase after the Private Improvements have been included in the assessed valuation of each phase of the Project Site and are generating the Tax Increment subject to capture by the CDA.

The residential dwelling units comprising the Private Improvements shall be constructed in up to six (6) phases. Each phase of the Project will specifically identify the portion of the Project Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate “Effective Date” for the division of ad valorem taxes and the number of residential dwelling units included in each phase will be based upon the construction and absorption rate of the Private Improvements; provided, however, that the Effective Date of the final phase of the Project shall be no later than January 1, 2030.

It is anticipated that the first phase of the Project will have an Effective Date of January 1, 2025 based upon completion of construction on the first home(s) in 2024. However, the Effective Date of and the number of lots within each phase of the Project shall be directly related to the construction and absorption rate of the Private Improvements. Accordingly, Redeveloper shall deliver written notice to the CDA on or before July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the lot(s) located within the Project Site constituting the phase, the Base Year (calendar year prior to the Effective Date) for such phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase. Upon receipt of said notice from Redeveloper, the CDA shall file with the Saline County Assessor the “Notice to Divide Tax” on or prior to August 1 in the calendar year of the Effective Date for said phase.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed One Million Seven Hundred Eighty Thousand and No/100 Dollars (\$1,780,000.00), as calculated on the attached and incorporated Exhibit “B”. The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit “D” (“Note”). The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit.

The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to: (a) the CDA’s cost of issuance, including attorney fees; (b) the CDA’s administrative fee equal to one percent (1%) of the TIF Indebtedness; and (c) the CDA’s designated sum for City improvements equal to six percent (6%) of the TIF Indebtedness.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit “B”, Redeveloper’s anticipated TIF sources and eligible uses are attached and incorporated for the parties’ reference as Exhibit “C”.

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Upon written request from the CDA to Redeveloper, Redeveloper shall provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Public Improvements and the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Pubic Improvements and the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit “E” from Redeveloper’s engineer or architect, or owner’s representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements. Pursuant to the terms of Section 4.06 of this Agreement, Redeveloper may assign the obligation to build the Private Improvements on a lot by lot basis.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. The CDA, the City, and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, as evidenced by paid invoices or other evidence acceptable to the CDA (“Eligible Project Costs Certification”). Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper shall create the Minimum Lot Valuation on each lot in the Project Site no later than the applicable Effective Date for said lot. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, including all future owners of a lot within the Project Site, will: (1) not protest a real estate property valuation of any lot in the Project Site to a sum less than the Minimum Lot Valuation; and (2) not convey any lot in the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement, the Project Site or any lot therein is assessed at less than the Minimum Project Valuation or the Minimum Lot Valuation respectively: (1) if a lender or third party other than Redeveloper funds and holds the Note, Redeveloper shall be solely responsible for all payments (“Deficiency Payments”) due to such lender or third party; and (2) in the event of a shortfall of Tax Increment available as debt service on the Note, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall amounts to the extent Tax Increment later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Note at the end of the TIF Period.

Section 4.06 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer a lot in the Project Site or any interest therein prior to: (1) the termination of the fifteen (15) year period commencing on the applicable Effective Date for said lot, or (2) the payment of the TIF Indebtedness, whichever occurs first, without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CDA:

- (a) any conveyance as security for indebtedness previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; or
- (b) any conveyance of a lot in the Project Site to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of Redeveloper with respect to said lot including, without limitation, the obligations to construct the Private Improvements (if such Private Improvements have not been previously completed), pay real estate taxes, and maintain the Minimum Lot Valuation.

Section 4.07 Amendment to Redevelopment Agreement.

Following the subdivision of the Project Site, and prior to the sale of any lot in the Project Site from Redeveloper to any third party, CDA and Redeveloper shall enter into an amendment to this Redevelopment Agreement to: (1) assign a Minimum Lot Valuation to each lot in the Project Site which in the aggregate shall be equal to or greater than the Minimum Project Valuation; and (2) assign an Anticipated Tax Increment to each lot in the Project Site which in the aggregate shall be equal to or greater than \$212,443 annually.

**ARTICLE V
FINANCING PROJECT; ENCUMBRANCES**

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements

and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Sections 6.02 and 6.03 below, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the final phase of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);

- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Lot Valuation for each lot in the Project Site for the term of this Redevelopment Agreement and fails to satisfy the obligations of Section 4.05(b) of this Redevelopment Agreement; or
- (d) There is, in violation of Section 4.06 of this Redevelopment Agreement, a transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CDA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of Tax Increment contemplated hereunder, Redeveloper or the applicable successor redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment for the applicable lot exceeds the actual Tax Increment. Additionally, the CDA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF Period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither

the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CDA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, that such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the Saline County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (1) the CDA and/or the City; and (2) the Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

TABLE OF EXHIBITS:

- Exhibit "A" – Description of Project
- Exhibit "B" – TIF Indebtedness
- Exhibit "C" – Projected TIF Sources and Uses
- Exhibit "D" – Form of TIF Promissory Note
- Exhibit "E" – Form of Certificate of Completion
- Exhibit "F" – Memorandum of Redevelopment Agreement

[Signature Page Follows]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairperson and Secretary respectively of the Community Development Agency of the City of Crete, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
CARDINAL VENTURES, LLC,
a Nebraska limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, _____ of Cardinal Ventures, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, which consist of 3 parcels identified as PIDs 760015643, 760015635, and 760090998, and legally is described as follows:

A tract of land composed of Lot 43 Irregular Tracts, part of Lot 44 Irregular Tracts, a Tract of land from Quitclaim Deed 2022-01588, a Tract of land owned by Doane College and the South Half of vacated Whittier Avenue adjacent to Block 14 in "College Park Addition", located in the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Comer of the Northeast Quarter; Thence South, on the West Line of the Northeast Quarter, on an assumed bearing of S 00°04'00" E for a distance of 825.79' to a point of intersection with the South Line of Longfellow Avenue; Thence S 84°50'41" E, on the South Line of Longfellow Avenue, for a distance of 33.14' to a point on the East 33' Line of Iris Street, said point being the Point of Beginning:

Thence continuing on the South Line of Longfellow Avenue the following 4 courses:

S 84°50'41" E for a distance of 97.52';

Thence S 81 °21 '32" E for a distance of 18.85';

Thence S 83°05'55" E for a distance of 129.84';

Thence N 89°17'33" E for a distance of 67.99' to a point on the East Line of Jasmine Road extended South;

Thence N 00° 16'25" W, on the East Line of Jasmine Road extended South and on the East Line of Jasmine Road, for a distance of 435.46' to a point on the Centerline of vacated Whittier Avenue; Thence on the Centerline of vacated Whittier A venue the following 2 courses:

S 89°57'41" E for a distance of 122.07';

Thence N 89°59'20" E for a distance of 142.00' to a point on the West Line of Bryant Street;

Thence S 00°16'57" E, on the West Line of Bryant Street, for a distance of 34.00' to a point on the South Line of vacated Whittier A venue; Thence on the South Line of vacated Whittier Avenue the following 3 courses:

Thence N 88°39'28" E for a distance of 67.96';

Thence with a curve turning to the left with an arc length of 277.78', with a radius of 506.92', with a chord bearing of N 74°05'04" E, with a chord distance of 274.32';

Thence N 78°16'27" E for a distance of 69.37' to a point on the South Line of Taylor Street;

Thence N 89°48'06" E, on the South Line of Taylor Street, for a distance of 171.07';
Thence S 00°10'06" E for a distance of 536.20';
Thence N 89°56'50" W for a distance of 232.44' to a point of the West Line of Locust Street in "Lothrop Heights Addition";
Thence S 00° 11 '41" E, on the West Line of Locust Street in "Lothrop Heights Addition", for a distance of 76.22' to the Northeast Corner of Lot 13, Block 1 "Lothrop Heights Addition";
Thence S 89°42'33" W, on the North Line of Block 1 "Lothrop Heights Addition", for a distance of 914.81' to the Northwest Corner of Lot 1, Block 1 "Lothrop Heights Addition", said point being on the East 33' Line of Iris Street; Thence N 00°04'00" W, on the East 33' Line of Iris Street, for a distance of 150.29' to the Point of Beginning.

Together with Lots 5-8, Block 15 College Park Addition, and Lots 9-11, Block 15 College Park Addition, Crete, Saline County, Nebraska.

shall consist of the following:

- (a) **Private Improvements.** The construction of approximately thirty-three (33) residential dwelling units and associated improvements on the Project Site.
- (b) **Public Improvements.** Site acquisition, site preparation, street improvements, utility infrastructure improvements, engineering fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

Note: The Project Site will be subdivided and replatted following approval of this Redevelopment Agreement. Upon subdivision approval, the legal description of the Project Site created thereby shall replace and supersede the above legal description.

EXHIBIT "B"
TIF INDEBTEDNESS

1. Projected Base Value: \$955,000
2. Projected Minimum Final Value: \$11,150,000
3. Projected Incremental Valuation: \$10,195,000
4. Assumed Tax Levy: 2.083792
5. Anticipated Tax Increment: TBD
6. TIF Indebtedness:
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be \$1,780,000.
 - b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be 6.75%.
 - c. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year of the Effective Date for the first phase of the Project. The final payment on the TIF Indebtedness shall occur when real estate taxes are fully collected for the fifteenth (15th) year of the TIF Period for the final phase of the Project. Due to the phasing of the Project, the parties acknowledge and agree that the actual timing and amount of Tax Increment will be determined by Redeveloper's timing of the phases of the Project. In no case whatsoever shall the annual debt service payment on the TIF Indebtedness exceed the amount of Tax Increment received by the CDA in said year of the payment. The CDA shall only be obligated to make payments up to the actual amount of Tax Increment received by the CDA for the Project.
 - d. **Anticipated Maturity Date.** Each phase of the Project shall divide the taxes on the applicable phase of the Project Site for fifteen (15) years, and the Maturity Date for the Project shall be December 15th of the fifteenth (15th) year real estate taxes are collected for the final phase. The Effective Date for the final phase of the Project shall be no later than January 1, 2030. If the final phase Effective Date is January 1, 2030, then the Maturity Date shall be December 15, 2045 (2044 taxes paid in 2045).
 - e. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years per phase, commencing on the Effective Date of the first phase and terminating on the Maturity Date (as determined above). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

EXHIBIT "C" PROJECTED TIF SOURCES AND USES

TIF SOURCES

General Assumptions:

Tax Levy (2022): 2.083792

Interest Rate: 6.75%

Unit Types:

		Base Value	Final Value	# of Units	Lot #s
A	Single Family	\$25,000	\$325,000	3	11-13
B	Single Family	\$50,000	\$350,000	1	16
C	Single Family	\$30,000	\$350,000	9	14, 23-30
D	Single Family	\$30,000	\$325,000	3	31-33
E	Acreage	\$30,000	\$450,000	1	15
F	Acreage	\$40,000	\$500,000	1	20
G	Single Family	\$30,000	\$400,000	5	17-19, 21-22
H	Row House	\$25,000	\$275,000	10	1-10

Preliminary Construction Schedule:

	2024	2025	2026	2027
A	1	1	1	0
B	0	1	0	0
C	0	0	2	7
D	0	3	0	0
E	0	1	0	0
F	0	1	0	0
G	0	0	5	0
H	6	4	0	0
TOTAL	7	11	8	7

TIF Calculations:

Phase	1	2	3	4
TIF Period	15	15	15	15
Base Value	\$175,000	\$335,000	\$235,000	\$210,000
Base Taxes	\$3,647	\$6,981	\$4,897	\$4,376
Final Value	\$1,975,000	\$3,700,000	\$3,025,000	\$2,450,000
Total Taxes	\$41,155	\$77,100	\$63,035	\$51,053
Tax Increment	\$37,508	\$70,120	\$58,138	\$46,677
Phase Years	1 to 15	2 to 16	3 to 17	4 to 18

Year	Phase 1	Phase 2	Phase 3	Phase 4	Total
1	\$37,508	\$0	\$0	\$0	\$37,508
2	\$37,508	\$70,120	\$0	\$0	\$107,628
3	\$37,508	\$70,120	\$58,138	\$0	\$165,766
4	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
5	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
6	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
7	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
8	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
9	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
10	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
11	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
12	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
13	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
14	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
15	\$37,508	\$70,120	\$58,138	\$46,677	\$212,443
16	\$0	\$70,120	\$58,138	\$46,677	\$174,934
17	\$0	\$0	\$58,138	\$46,677	\$104,815
18	\$0	\$0	\$0	\$46,677	\$46,677
TOTAL	\$562,624	\$1,051,794	\$872,067	\$700,154	\$3,186,639

TIF Present Value: \$1,782,062

Note: Because of the phased nature of the Project, the annual tax shift of the Project will be expanded over a number of Effective Dates. An example of the tax shifts for the Project with four (4) phases is set forth above.

TIF USES

Cost of Issuance	TBD
Admin. Fee – 1%	\$17,800
CDA Sum – 6%	\$106,800
Site Acquisition	\$515,000
Site Preparation	\$315,031
Utilities (Water, Sanitary Sewer, Storm Sewer)	\$449,033
Paving	\$395,840
Street Lighting	\$23,000
Engineering Fees	\$236,581
<hr/>	
Total	\$2,059,084 *plus cost of issuance

Note: All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

**EXHIBIT “D”
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(CARDINAL VENTURES REDEVELOPMENT PROJECT)
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
See attached Schedule 1	6.75%	

Registered Holder	Principal Amount
Cardinal Ventures, LLC	\$1,780,000.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in semi-annual installments due June 15th and December 15th for each year that the Project generates Tax Increment until the Maturity Date or, if earlier, until such principal and accrued interest has been paid in full. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are due for the year of the Effective Date for the first phase of the Project identified in the

Redevelopment Agreement (which is December 31st of the year of the applicable Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Eligible Project Cost Certification(s) (the “Accrual Commencement Date”).

This Note is designated The Community Development Agency of the City of Crete, Nebraska Community Redevelopment Revenue Note (Cardinal Ventures Redevelopment Project), Series 2023A, aggregating One Million Seven Hundred Eighty Thousand and No/100 Dollars (\$1,780,000.00) (the “Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and Cardinal Ventures, LLC, a Nebraska limited liability company, for the Cardinal Ventures Redevelopment Project (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, OR THE CITY OF CRETE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, OR THE CITY OF CRETE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Crete, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as

required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[Signature Page Follows]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairperson and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Crete
as Paying Agent and Registrar

By: _____
Authorized Signature

SCHEDULE 1
MATURITY DATE

The Maturity Date of this Note shall be December 15 of the fifteenth (15th) year real estate taxes are collected for the final phase of the Project. This Schedule shall be amended following the Effective Date of the final phase of the Project to specifically identify the Maturity Date.

**EXHIBIT “E”
FORM OF CERTIFICATE OF COMPLETION
(Cardinal Ventures Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of Crete, Nebraska, and the Community Development Agency of the City of Crete, Nebraska (“CDA”) with regard to the following real property situated in the City of Crete, Saline County, Nebraska, to wit:

[Insert Legal Description];

that the Public Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated June 6, 2023, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Saline County, Nebraska.

“REDEVELOPER”
CARDINAL VENTURES, LLC,
a Nebraska limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED by the Community Development Agency of the City of Crete, Nebraska this ____ day of _____, ____.

“CDA”
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

EXHIBIT "F"

After recording please return to:
Nancy Tellez
City Clerk
City of Crete
243 E. 13th Street
Crete, NE 68333

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Cardinal Ventures Redevelopment Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this 6th day of June, 2023 by and between the Community Development Agency of the City of Crete, Nebraska ("CDA") and Cardinal Ventures, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by or under the control of Redeveloper and legally described as:

A tract of land composed of Lot 43 Irregular Tracts, part of Lot 44 Irregular Tracts, a Tract of land from Quitclaim Deed 2022-01588, a Tract of land owned by Doane College and the South Half of vacated Whittier Avenue adjacent to Block 14 in "College Park Addition", located in the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Comer of the Northeast Quarter; Thence South, on the West Line of the Northeast Quarter, on an assumed bearing of S 00°04'00" E for a distance of 825.79' to a point of intersection with the South Line of Longfellow Avenue; Thence S 84°50'41" E, on the South Line of Longfellow Avenue, for a distance of 33.14' to a point on the East 33' Line of Iris Street, said point being the Point of Beginning:

Thence continuing on the South Line of Longfellow Avenue the following 4 courses:

S 84°50'41" E for a distance of 97.52';
Thence S 81 °21 '32" E for a distance of 18.85';
Thence S 83°05'55" E for a distance of 129.84';
Thence N 89°17'33" E for a distance of 67.99' to a point on the East Line of Jasmine Road extended South;
Thence N 00° 16'25" W, on the East Line of Jasmine Road extended South and on the East Line of Jasmine Road, for a distance of 435.46' to a point on the Centerline of vacated Whittier Avenue; Thence on the Centerline of vacated Whittier A venue the following 2 courses:
S 89°57'41" E for a distance of 122.07';
Thence N 89°59'20" E for a distance of 142.00' to a point on the West Line of Bryant Street;
Thence S 00°16'57" E, on the West Line of Bryant Street, for a distance of 34.00' to a point on the South Line of vacated Whittier A venue; Thence on the South Line of vacated Whittier Avenue the following 3 courses:
Thence N 88°39'28" E for a distance of 67.96';
Thence with a curve turning to the left with an arc length of 277.78', with a radius of 506.92', with a chord bearing of N 74°05'04" E, with a chord distance of 274.32';
Thence N 78°16'27" E for a distance of 69.37' to a point on the South Line of Taylor Street;
Thence N 89°48'06" E, on the South Line of Taylor Street, for a distance of 171.07';
Thence S 00°10'06" E for a distance of 536.20';
Thence N 89°56'50" W for a distance of 232.44' to a point of the West Line of Locust Street in "Lothrop Heights Addition";
Thence S 00° 11 '41" E, on the West Line of Locust Street in "Lothrop Heights Addition", for a distance of 76.22' to the Northeast Comer of Lot 13, Block 1 "Lothrop Heights Addition";
Thence S 89°42'33" W, on the North Line of Block 1 "Lothrop Heights Addition", for a distance of 914.81' to the Northwest Comer of Lot 1, Block 1 "Lothrop Heights Addition", said point being on the East 33' Line of Iris Street; Thence N 00°04'00" W, on the East 33' Line of Iris Street, for a distance of 150.29' to the Point of Beginning.

Together with Lots 5-8, Block 15 College Park Addition, and Lots 9-11, Block 15 College Park Addition, Crete, Saline County, Nebraska

(collectively, the "Project Site").

2. **Tax Increment Financing.** The Project shall be completed in phases. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date of each phase of the Project. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Crete, Nebraska.

[Signature Page Follows]

“CDA”
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairperson and Secretary respectively of the Community Development Agency of the City of Crete, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
CARDINAL VENTURES, LLC,
a Nebraska limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, _____ of Cardinal Ventures, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA**

RESOLUTION # CDA23-02
(Redevelopment Plan Amendment –
Crete Senior Villas Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, APPROVING AND ADOPTING AN AMENDMENT TO THE REDEVELOPMENT PLAN OF THE CITY OF CRETE, NEBRASKA TO IMPLEMENT THE CRETE SENIOR VILLAS REDEVELOPMENT PROJECT; ADOPTING A COST-BENEFIT ANALYSIS FOR THE REDEVELOPMENT PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #1 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).

B. The Community Development Agency of the City of Crete, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Act, has prepared an amendment to the Redevelopment Plan in the form attached as Exhibit “A” (“Redevelopment Plan Amendment”).

C. The Redevelopment Plan Amendment would create a redevelopment project in the Redevelopment Area on property described in the Redevelopment Plan Amendment identified as the Crete Senior Villas Redevelopment Project (the “Project”).

D. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the costs of certain eligible public improvements authorized by the Act and more particularly set forth in the Redevelopment Plan Amendment.

E. The CDA is required under Section 18-2113(2) of the Act to conduct a cost benefit analysis for a redevelopment project which will use Tax Increment Financing.

F. The CDA has conducted a cost benefit analysis for the Project, and said cost benefit analysis is attached to the Redevelopment Plan Amendment as Exhibit “C” (the “Project Cost Benefit Analysis”).

G. The CDA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Crete, Nebraska.

H. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

I. The CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of Tax Increment Financing.

J. Statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Redevelopment Plan Amendment and the Project Cost Benefit Analysis.

NOW THEREFORE, BE IT RESOLVED, by the CDA, as follows:

1. The cost and benefits set forth in the Project Cost Benefit Analysis have been found to be in the long-term best interest of the City.

2. The CDA hereby approves the Project Cost Benefit Analysis as the cost benefit analysis of the Project.

BE IT FURTHER RESOLVED, by the CDA, as follows:

1. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Crete as a whole, as set forth in the City of Crete Comprehensive Plan, as amended.

2. The Redevelopment Plan Amendment will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight, in the City of Crete.

3. The Redevelopment Plan Amendment is in conformance with the Act.

4. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of Tax Increment Financing.

5. The CDA hereby approves the Redevelopment Plan Amendment and recommends approval and adoption by the City Council of the City of Crete.

IN WITNESS WHEREOF, the CDA hereby passes and adopts this Resolution as of this 6th day of June, 2023.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Plan Amendment

[Attached]

**AMENDMENT TO THE REDEVELOPMENT PLAN
OF THE CITY OF CRETE, NEBRASKA**

(CRETE SENIOR VILLAS REDEVELOPMENT PROJECT)

The City of Crete, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area identified as Redevelopment Area #1 (the “Redevelopment Area”) in the City of Crete, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City on December 3, 2013, pursuant to Resolution No. 2013-35. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), the City created the Community Development Agency of the City of Crete (“CDA”), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions, which property is identified and legally described on the attached and incorporated Exhibit “A” (the “Project Site”), and to identify a proposed redevelopment project on the Project Site.

Project Site

The Project Site is in need of redevelopment. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site is currently vacant and underdeveloped. The Project Site requires significant up-front costs, including site preparation and grading, and the extension of water, sewer, and electrical utility improvements, in order to be developed. Because of these additional upfront costs to prepare the Project Site, the Project is not feasible without the use of tax increment financing.

The Project Site was annexed into the corporate limits of the City in 2022. Most of the Project Site is currently zoned R-3 Multi-Family Residential District, and a small portion of the Project Site is currently zoned C-1 Central Commercial District. The entire Project Site is designated as Single Family Residential on the

Future Land Use Map in the Comprehensive Plan. The portion of the Project Site currently zoned C-1 will need to be rezoned to R-3.

Project

CSV, LP (“Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The project under consideration will consist of the construction of an approximately 36,000 square foot, three-story apartment building with thirty (30) 2-bedroom, 1-bathroom units, and associated improvements on the Project Site (the “Project”). A preliminary site plan is attached as Exhibit “B” and incorporated by this reference. The CDA acknowledges that the site plan is preliminary in nature and subject to change.

The Project will create affordable housing for seniors in the City. All of the units will be restricted to senior households (55+) with income levels at or below 60% Area Median Income (AMI), with 9 units at or below 50% AMI and 7 units at or below 30% AMI. The Project is anticipated to be partially funded with Low Income Housing Tax Credits (LIHTC), and other available state and federal programs to support affordable housing.

Pursuant to this Project, Redeveloper will pay the costs of the private improvements and the public improvements. As part of the Project, the CDA shall utilize tax increment financing (“TIF”) on the Project Site to assist in payment of the public improvements, but Redeveloper shall pay all the costs of the public improvements not covered by TIF.

Construction on the Project is anticipated to commence in October, 2023, and construction is anticipated to be completed in December, 2024. The base year for the Project is anticipated to be 2024, and the effective date for the division of taxes would be January 1, 2025.

The base value of the Project Site is anticipated to be \$64,000 after subdivision. The final value of the Project Site is anticipated to be \$1,300,000. Therefore, the anticipated increase in valuation from this Project will be approximately \$1,236,000 and the projected annual tax increment will be approximately \$25,756. Based upon the anticipated final valuation of \$1,300,000 and an 8.0% interest rate for the TIF Note, the Project will yield TIF Indebtedness in the amount of approximately \$223,000.¹

Redeveloper estimates that the total Project costs shall be approximately \$8,700,000. The TIF-eligible expenditures included in these costs are more than \$840,000. The current projected TIF Uses for the Project are set forth below:

¹ For the purpose of the TIF Projections for this Project, the CDA: (1) has assumed the project will capture the full 15 years of tax increment and there will not be a partial valuation in the first year; (2) has not accounted for any increase in the assessed value of the Project Site during the 15 year tax increment financing period; and (3) has not utilized any assumed state property tax credit. All of these assumptions will change the actual amount of the tax increment generated by the Project.

Site Acquisition	\$250,000
Site Preparation/Grading	\$240,088
Water	\$28,156
Sanitary Sewer	\$28,156
Storm Sewer	\$55,208
Electrical	\$30,000
Street	\$20,000
Sidewalk	\$21,830
Architectural Fees	\$128,000
Engineering Fees	\$40,000
<hr/> Total:	<hr/> \$841,438

The list of TIF Uses is preliminary and subject to change, and the costs are estimates. The actual cost of all TIF Uses must be certified to the CDA to be eligible for reimbursement. In addition, TIF-eligible expenditures will include, and Redeveloper shall pay, the CDA’s cost of issuance, including attorney fees, the CDA’s 1% administrative fee, and the CDA’s 6% designated sum for City improvements.

The use of TIF to assist with the costs of the public improvements will make the Project as designed feasible. The private improvements cannot be constructed without the site work and public infrastructure improvements, and the public improvements require the use of TIF to assist with the costs. The redevelopment of the Project Site pursuant to the Project identified in this Plan Amendment will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to assist with payment for those eligible expenditures as set forth in the Act. The additional costs of the public improvements and all the costs of the private improvements shall be paid by Redeveloper; the City and/or CDA shall not be required to incur any costs or expenses with respect to this Project other than the issuance of the TIF Indebtedness. Redeveloper shall arrange all financing necessary for the Project, including any financing relating to the TIF Indebtedness.

Statutory Elements

This section includes a consideration of the statutory elements identified under the Act.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Project Site is under contract for purchase by Redeveloper.

B. Population Density

The proposed development at the Project Site is the construction of thirty (30) rental units. Accordingly, an increase in population density is anticipated within the Project Site. The purpose of the Project is to create additional housing, specifically affordable housing for seniors, to meet the demand in the City.

C. Land Coverage

The Project Site will be approximately 3 acres after subdivision. The land coverage footprint of the apartment building shall be approximately 12,000 square feet. The Project will be required to meet the applicable land-coverage ratios and zoning requirements as required by the City of Crete.

D. Traffic Flow, Street Layouts, and Street Grades

It is anticipated that the Project will increase traffic flow in and to the Project Site and the Redevelopment Area. The Project is located along E 29th Street, but is without direct access to the same. Redeveloper will construct paving for ingress and egress therefrom. No further street improvement should be required based on the Project.

E. Parking

The Crete Municipal Code requires 2 off-street parking spaces per multiple-family dwelling unit. The Project includes thirty (30) units, so at least sixty (60) spaces would be required. There will be a surface parking lot for the apartment building. The Project will be required to meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned R-3 Multi-Family Residential District and C-1 Central Commercial District. Redeveloper will need to seek a change of zone for the portion of the Project Site currently zoned C-1 to R-3. In addition, the Project Site will need to be subdivided from the larger parcels. Redeveloper shall be responsible for compliance with the City of Crete zoning regulations, subdivision regulations, building regulations, and all other applicable laws and codes.

Cost-Benefit Analysis

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Comprehensive Plan

Several goals set forth in the City of Crete Comprehensive Plan dated December, 2014 (the “Comprehensive Plan”) will be furthered by this Project, including, but not limited to:

HOUSING & NEIGHBORHOOD DEVELOPMENT

Goal 1: Community Housing Initiative. The City of Crete should implement a Housing Initiative as a primary economic development activity. This Community Housing Initiative should include the development of up to 314 new housing units by 2024, including an estimated 184 owner housing units and 130 new rental units. The development of up to 314 new housing units would add an estimated \$61 Million to the Crete property tax base. This Housing Initiative would provide current and future residents of the Community with access to a variety of safe, decent and affordable housing types for families and individuals of all age, household size and income sectors.

Goal 2: New Housing Developments. New housing developments in the City of Crete should address the needs of both owner- and renter households, of all age and income sectors, of varied price products. Citizen Survey participants identified housing for low- to moderate income families, existing/new employees and first-time homebuyers, consisting of three+-bedroom, single family housing as a great need for the Community.

- **Action Step 1:** Identify up to 185 acres of land for new residential development to meet the estimated need for 314 additional housing units by 2024. The City should develop housing in both new and developed areas of the Community.
- **Action Step 3:** Build an estimated 70 rental housing units for persons and families of very-low- to moderate-income and an estimated 58 rental units for households of moderate- to upper-income. The elderly household population should be targeted for both the upper-income and very-low income rental units ... Rental housing price products in Crete should range in monthly rents from \$545 to \$795, depending on the size, number of bedrooms and the household income sector being served. Rental units of all types should be constructed in Crete ...
- **Action Step 5:** Provide a variety of new retirement and elderly housing types in order to retain these groups in the City ...
- **Action Step 6:** Future housing development programs in Crete should be concentrated in the eastern portion of City, between Iris Avenue and County Road 2400 ...

Goal 4: Financing Housing Development. The City of Crete and housing developers should consider both public and private funding sources to both construct new housing and maintain the existing housing stock.

- **Action Step 2:** The City of Crete should utilize Tax Increment Financing (TIF) to assist in the financing of new housing developments, specifically public facility and utility requirements ...
- **Action Step 3:** Housing developers in Crete should be encouraged to pursue the securement of any and all available tools of financing assistance in the development of new housing projects in the Community. This assistance is available with the Nebraska Investment Finance Authority, Nebraska Department of Economic Development, USDA-Rural Development, Federal Home Loan Bank and the Department of Housing and Urban Development, in the form of grants, tax credits and mortgage insurance.

The Project meets and furthers the goals set forth in the Comprehensive Plan and is thus in conformance with the Comprehensive Plan.

Note: This section does not constitute a comprehensive analysis of the Project's conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.

Additional Project Information from Redeveloper

Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site; (ii) no families will be displaced or relocated from the Project Site based upon this Project, and (iii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

EXHIBIT "A"
Legal Description of the Project Site

The Project Site is an approximately 3 acre portion of the parcels identified as PIDs 760049874, 760147708, and 760050201, and legally described as follows:

PID 760049874

A parcel of land located in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, said tract shall be fully described by metes and bounds as follows:

Commencing at the North Quarter (N $\frac{1}{4}$) corner of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East, and the point of beginning; thence North 88°23'54" East (an assumed bearing) on the North line of the Northwest Quarter of Section 26, a distance of 800.24 feet; thence South 01°36'06" East, a distance of 45.00 feet; thence North 88°23'54" East, on the South right of way of Country Road "E", a distance of 750.00 feet; thence South 01°36'06" East, a distance of 1278.33 feet, to a point on the South line of the North One Half of the Northeast Quarter of Section 26; thence South 88°12'05" West, on said South line, a distance of 1539.82 feet, to the W 1/16 Corner of the Northeast Quarter of Section 26; thence North 02°03'06" West, on said West line, a distance of 1328.66 feet, to the point of beginning.

PID 760147708

A parcel of land located in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, said tract shall be fully described by metes and bounds as follows:

Commencing at the North Quarter (N $\frac{1}{4}$) corner of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East; thence North 88 degrees 23 minutes 54 seconds East, (an assumed bearing) on the North line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-Six (26), a distance of 800.24 feet; thence South 01 degrees 36 minutes 06 seconds East, a distance of 45.00 feet; thence North 88 degrees 23 minutes 54 seconds East, on the South right of way of County Road "E", a distance of 750.00 feet; thence South 01 degrees 36 minutes 06 seconds East, a distance of 15.00 feet to the point of beginning; thence South 01 degrees 36 minutes 06 seconds East, a distance of 1,263.33 feet, to a point on the South line of the North One Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-Six (26); thence North 88 degrees 12 minutes 05 seconds East on said South line a distance of 1,056.74 feet to a point on the West right of way of County Road 2400; thence

North 01 degrees 50 minutes 32 seconds East, on said West right of way, a distance of 239.40 feet; thence North 88 degrees 09 minutes 28 seconds East, on said right of way, a distance of 30.00 feet; thence North 01 degrees 50 minutes 32 seconds East, on said right of way, a distance of 799.34 feet; thence South 88 degrees 23 minutes 54 seconds West, on said Westerly right of way, a distance of 30.00 feet; thence North 01 degrees 50 minutes 32 seconds East, on said West right of way, a distance of 220.85 feet, to the intersection of the West right of way of County Road 2400, and the South right of way of County Road "E"; thence South 88 degrees 23 minutes 54 seconds West, on said South right of way, a distance of 1,051.44 feet to the point of beginning.

PID 760050201

A tract of land located in the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4), East of the 6th Principal Meridian, Saline County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East; thence west, along the north section line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East, a distance of 1876.19 feet; thence south perpendicular, a distance of 45.00 feet; thence east, perpendicular, a distance of 750.00 feet; thence south, perpendicular, a distance of 15.00 feet; thence east, perpendicular, a distance of 1126.19 feet to the east line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East; thence north along the east line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East, a distance of 60.00 feet to the point of beginning, EXCEPT that portion thereof, which is assumed to be County Road Right-of-Way.

Note: The Project Site will be subdivided and replatted following approval of this Plan Amendment. Upon subdivision approval, the legal description of the Project Site created thereby shall replace and supersede the above legal description.

The parcels in questions are depicted on the following map:

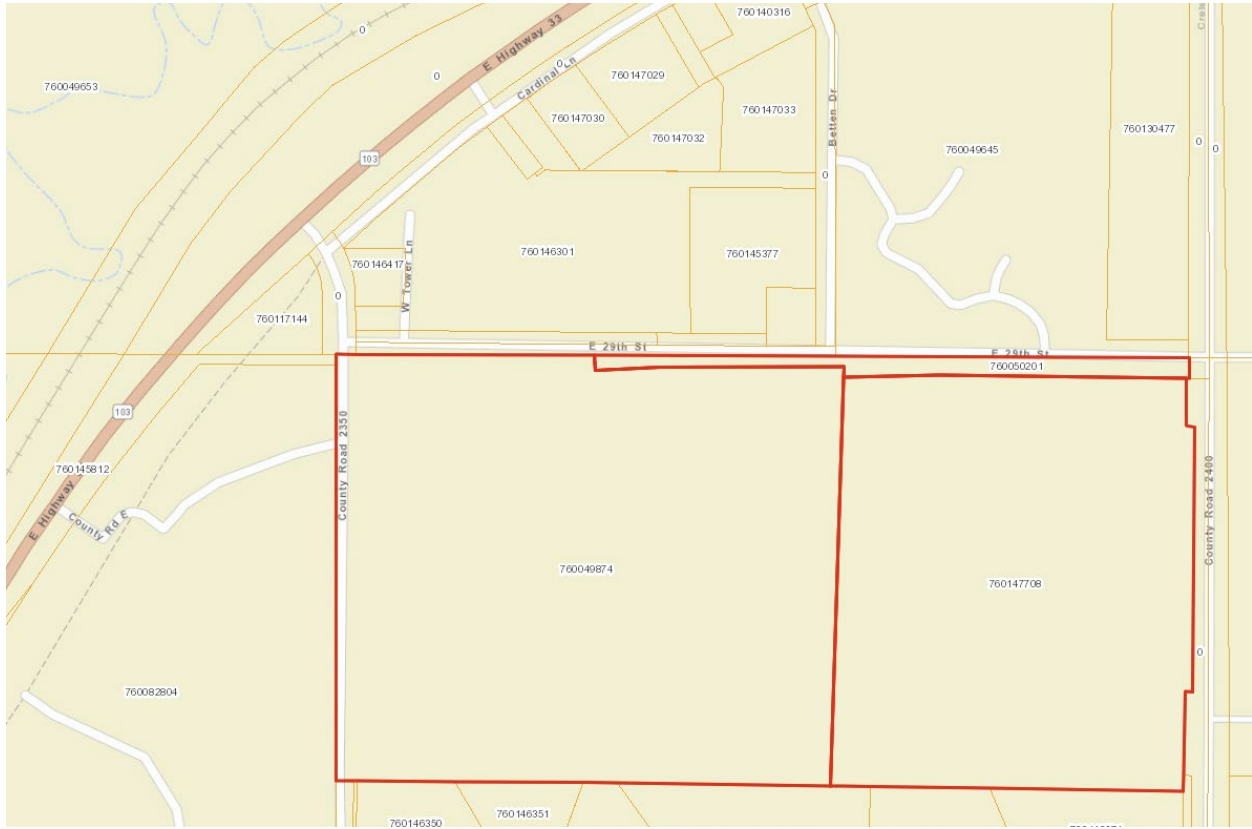


Exhibit "A"

EXHIBIT "B"

Preliminary Site Plan



CONCEPTUAL SITE PLAN

ACTUAL SITE PLAN MAY CHANGE

CRETE PROJECT
SITE PLAN
CRETE, NEBRASKA
04-May-23

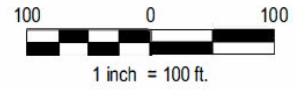


EXHIBIT “C”
Cost Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Crete Senior Villas Redevelopment Project, as described in the Plan Amendment to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. § 18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15 year tax shift is as follows:

a.	Base Valuation:	\$64,000
b.	Projected Completed Project Assessed Valuation:	\$1,300,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,236,000
d.	Estimated Tax Levy:	2.083792
e.	Annual Projected Tax Shift:	\$25,756

Note: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2022 levy rate. There has been no accounting for a partial valuation in the first year of the TIF period. There has been no accounting for incremental growth or change in the tax levy over the 15 year TIF period. There has been no accounting for any annual state property tax credit.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Project requires public infrastructure improvements. The Project Site will require the construction of vehicular access from E 29th Street, along with the construction and/or extension of utilities to serve the improvements constructed thereon. The public improvements for the Project will address any traffic and street infrastructure concerns that would otherwise be created by the Project. The Project Site will be filled and graded to provide for effective surface water runoff. The CDA and Redeveloper do not anticipate that the Project will have a negative impact on now-existing City infrastructure or any community public services.

- b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. It is anticipated that the residents of the apartment building will pay sales tax on goods bought in the City and will require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional housing in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for employees. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

Similar to the item number 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers, but should increase the need for services and products from existing businesses.

5. Impacts on the student populations of school districts within the City:

It is not anticipated that the Project will have a material impact on the student populations of the school district within the City. The housing development is targeted to seniors. Therefore, the CDA and Redeveloper do not anticipate that the Project will result in a material increase in the number of school-aged children within the school district.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

There is a need for additional housing, specifically affordable housing, to retain seniors in the City, and this Project will fill that need. There are no other

material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Summary of Findings:

The Project will increase the City's tax base, without material adverse effect on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. The benefits outweigh the costs of the proposed Project.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA**

RESOLUTION # CDA23-03
(Redevelopment Agreement –
Crete Senior Villas Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, APPROVING THE REDEVELOPMENT AGREEMENT FOR THE CRETE SENIOR VILLAS REDEVELOPMENT PROJECT AND AUTHORIZING THE USE OF TAX INCREMENT FINANCING FOR SAID PROJECT; AND TAKING OTHER ACTIONS REQUIRED OR PERMITTED UNDER THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

RECITALS

- A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #1 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).
- B. The Community Development Agency of the City of Crete, Nebraska (“CDA”), in furtherance of the purposes and pursuant to the provisions of the Act, has adopted an amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”).
- C. The Planning Commission of the City of Crete, Nebraska has recommended approval of the Redevelopment Plan Amendment.
- D. The CDA shall submit the Redevelopment Plan Amendment to the City Council of the City of Crete, Nebraska for final approval and adoption pursuant to the Act.
- E. The Redevelopment Plan Amendment authorizes and creates a specific redevelopment project on a portion of the Redevelopment Area identified in the Redevelopment Plan Amendment as the Crete Senior Villas Redevelopment Project (the “Project”).
- F. The CDA has prepared a redevelopment agreement for the Project, a copy of which is attached hereto as Exhibit “A” and incorporated by this reference (the “Redevelopment Agreement”).
- G. The Project would use Tax Increment Financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain eligible public improvements authorized by the Act and identified in the Redevelopment Plan Amendment and the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the CDA, that the Redevelopment Agreement is hereby approved.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to execute and enter into the Redevelopment Agreement on the CDA's behalf upon the City Council's approval of the Redevelopment Agreement.

BE IT FURTHER RESOLVED, the CDA authorizes the Chairperson of the CDA to take all such actions that are required to fulfill the terms of the Redevelopment Agreement and to consummate the agreement set forth therein.

BE IT FURTHER RESOLVED, without limitation to the foregoing, the CDA authorizes the issuance of the TIF Indebtedness as set forth in the Redevelopment Agreement without further written approval of the CDA or the City Council. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA or the City.

BE IT FURTHER RESOLVED, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Redevelopment Plan Amendment for the Project, and if the City Council does not approve and adopt the Redevelopment Plan Amendment, the resolutions contained herein shall be void and of no effect.

BE IT FURTHER RESOLVED, that any other resolutions or actions that are contradictory or incompatible with the provisions of this Resolution are hereby rescinded.

Dated this 6th day of June, 2023.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

EXHIBIT "A"
Redevelopment Agreement

[Attached]

**REDEVELOPMENT AGREEMENT
(Crete Senior Villas Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the 6th day of June, 2023, by and between the Community Development Agency of the City of Crete, Nebraska (“CDA”) and CSV, LP, a Nebraska limited partnership (“Redeveloper”).

RECITALS

- A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.
- B. The City of Crete, in furtherance of the purposes and pursuant to the provisions of the Act, has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.
- C. Redeveloper has contracted to purchase the Project Site which is located in the Redevelopment Area.
- D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.
- E. Redeveloper’s proposed redevelopment project will consist of the construction of an apartment building and associated improvements on the Project Site.
- F. The CDA has approved Redeveloper’s proposed redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.
- G. The CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended, and acts amendatory thereof and supplemental thereto.

B. “Anticipated Tax Increment” means the Anticipated Tax Increment for this Project as set forth on the attached Exhibit “B”.

C. “CDA” means Community Development Agency of the City of Crete, Nebraska.

D. “City” means the City of Crete, Nebraska.

E. “Effective Date” means January 1, 2025.

F. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements and other items eligible for reimbursement under the Act.

G. “Minimum Project Valuation” means the amount of One Million Three Hundred Thousand and No/100 (\$1,300,000.00).

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A”.

I. “Project” means the Project Site and includes improvements to the Project Site and adjacent thereto, including the Private Improvements and the Public Improvements defined herein and described on Exhibit “A”.

J. “Project Completion Date” means March 31, 2025.

K. “Project Site” means all that certain real property situated in the City of Crete, Saline County, Nebraska, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means CSV, LP, a Nebraska limited partnership.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means Redevelopment Area #1 in the City as set forth in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan for the Redevelopment Area approved by the City Council of the City on December 3, 2013, pursuant to Resolution No. 2013-35, as amended from time to time.

Q. “Tax Increment” means, in accordance with Neb. Rev. Stat. § 18-2147, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Saline County Board of Equalization) for the Project Site for the year prior to the Effective Date (defined in Neb. Rev. Stat. § 18-2103(29) as the “Redevelopment Project Valuation”), and the portion of the ad valorem tax in excess of the Redevelopment Project Valuation which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project.

R. “TIF Indebtedness” means the sums payable under any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by Tax Increment.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(d) The word “including” shall be construed as meaning “including, but not limited to.”

(e) The words “will” and “shall” shall each be construed as mandatory.

(f) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective

sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing community development agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(d) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the CDA and have been found to be in the long-term best interest of the community impacted by the Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited partnership, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of

this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper has contracted to Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.

(e) Pursuant to Neb. Rev. Stat. § 18-2119, Redeveloper certifies to the CDA that Redeveloper does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the ImagiNE Nebraska Act.

(f) The Project would not be economically feasible without the use of tax increment financing.

(g) The Project would not occur in Redevelopment Area without the use of tax increment financing.

ARTICLE III OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Agreement, commencing for the tax year of the Effective Date and continuing thereafter, the CDA shall capture the Tax Increment from the Private Improvements pursuant to the Act. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA. The effective date of this provision shall be the Effective Date. The CDA shall file with the Saline County Assessor the "Notice to Divide Tax" on or prior to August 1 in the year of the Effective Date.

Section 3.02 Issuance of TIF Indebtedness.

On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, the CDA shall incur or issue TIF Indebtedness in an amount not to exceed Two Hundred Twenty-Three Thousand and No/100 Dollars (\$223,000.00), as calculated on the attached and incorporated Exhibit "B". The TIF Indebtedness shall be issued in a TIF Promissory Note in the form attached hereto as Exhibit "D" ("Note"). The TIF Indebtedness shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit.

The TIF Indebtedness shall be purchased by Redeveloper or a lender of Redeveloper. If Redeveloper does not acquire and fund the TIF Indebtedness itself, Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the Note for the TIF Indebtedness. The TIF Indebtedness shall be

secured by a pledge or assignment of the Tax Increment or otherwise secured by Redeveloper as required by the lender.

In addition, at or prior to the issuance of the Note, Redeveloper shall pay to the CDA an amount equal to: (a) the CDA's cost of issuance, including attorney fees; (b) the CDA's administrative fee equal to one percent (1%) of the TIF Indebtedness; and (c) the CDA's designated sum for City improvements equal to six percent (6%) of the TIF Indebtedness.

Section 3.03 Use of TIF Indebtedness.

The CDA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.02 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.03. The Tax Increment shall be paid pursuant to the terms of the Note and this Redevelopment Agreement.

Section 3.04 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.02 above.

Section 3.05 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C".

**ARTICLE IV
OBLIGATIONS OF REDEVELOPER**

Section 4.01 Evidence of Financial Ability.

Upon written request from the CDA to Redeveloper, Redeveloper shall provide to the CDA evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of Redeveloper in connection with acquisition of the Project Site and construction of the Public Improvements and the Private Improvements. To the extent allowed by law, the CDA agrees to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use in constructing the Public Improvements and the Private Improvements; and shall state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the Public Improvements and the Private Improvements. Such information shall be provided in a form satisfactory to the CDA, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by Redeveloper,

the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the CDA shall be a condition precedent to the requirement of the CDA to proceed with its obligations under this Redevelopment Agreement.

Section 4.02 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CDA a Certificate of Completion in the form attached hereto as Exhibit “E” from Redeveloper’s engineer or architect, or owner’s representative. When accepted in writing by the CDA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. The CDA, the City, and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

Section 4.03 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, as evidenced by paid invoices or other evidence acceptable to the CDA (“Eligible Project Costs Certification”). Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project

Costs as defined in this Redevelopment Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

The TIF Indebtedness shall not exceed the actual and certified Eligible Project Costs for the Project. In the event that the certified Eligible Project Costs for the Project are less than the TIF Indebtedness, the CDA shall reduce the TIF Indebtedness amount and Redeveloper shall repay to the CDA within ten (10) days of said cost certification any amount in excess of the Eligible Project Costs issued prior to the Eligible Project Costs Certification.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

(a) Redeveloper has agreed to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation no later than the Project Completion Date. During the period of this Redevelopment Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project Site to a sum less than the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Redevelopment Agreement, the Project Site is assessed at less than the Minimum Project Valuation: (1) if a lender or third party other than Redeveloper funds and holds the Note, Redeveloper shall be solely responsible for all payments (“Deficiency Payments”) due to such lender or third party; and (2) in the event of a shortfall of Tax Increment available as debt service on the Note, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall amounts to the extent Tax Increment later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Note at the end of the TIF Period.

Section 4.06 **No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the fifteen (15) year period commencing on the Effective Date without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyance, which shall be permitted without consent of the CDA: (i) any conveyance as security for indebtedness previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

ARTICLE V
FINANCING PROJECT; ENCUMBRANCES

Section 5.01 **Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 **Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Sections 6.02 and 6.03 below, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA;
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Redevelopment Agreement and fails to satisfy the obligations of Section 4.05(b) of this Redevelopment Agreement; or
- (d) There is, in violation of Section 4.06 of this Redevelopment Agreement, a transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within thirty (30) days following written notice from the CDA,

then Redeveloper shall be in default of this Redevelopment Agreement; and if such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment. Additionally, the CDA may, but is not required to, declare the entire amount due hereunder for the remainder of the TIF Period immediately due and payable by Redeveloper, such amount or any portion thereof which may from time to time remain unpaid shall bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within thirty (30) days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law.

Section 6.04 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the CDA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CDA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, that such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper shall indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out

of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the Saline County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (1) the CDA and/or the City; and (2) the Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by Redeveloper for three (3) years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention

requirements under the Act. Supporting documents shall include, but not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by Redeveloper that provides support for receipts or payments associated with the division of taxes.

TABLE OF EXHIBITS:

- Exhibit "A" – Description of Project
- Exhibit "B" – TIF Indebtedness
- Exhibit "C" – Projected TIF Sources and Uses
- Exhibit "D" – Form of TIF Promissory Note
- Exhibit "E" – Form of Certificate of Completion
- Exhibit "F" – Memorandum of Redevelopment Agreement

[Signature Page Follows]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairperson and Secretary respectively of the Community Development Agency of the City of Crete, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
CSV, LP,
a Nebraska limited partnership

By: Crete Senior Villas, LLC,
General Partner

By: _____
Andrew Danner, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Andrew Danner, Manager of Crete Senior Villas, LLC, General Partner of CSV, LP, a Nebraska limited partnership, on behalf of the partnership.

Notary Public

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as an approximately 3 acre portion of the parcels identified as PIDs 760049874, 760147708, and 760050201, and legally described as follows:

PID 760049874

A parcel of land located in the Northeast Quarter (NE¹/₄) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, said tract shall be fully described by metes and bounds as follows:

Commencing at the North Quarter (N¹/₄) corner of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East, and the point of beginning; thence North 88°23'54" East (an assumed bearing) on the North line of the Northwest Quarter of Section 26, a distance of 800.24 feet; thence South 01°36'06" East, a distance of 45.00 feet; thence North 88°23'54" East, on the South right of way of Country Road "E", a distance of 750.00 feet; thence South 01°36'06" East, a distance of 1278.33 feet, to a point on the South line of the North One Half of the Northeast Quarter of Section 26; thence South 88°12'05" West, on said South line, a distance of 1539.82 feet, to the W 1/16 Corner of the Northeast Quarter of Section 26; thence North 02°03'06" West, on said West line, a distance of 1328.66 feet, to the point of beginning.

PID 760147708

A parcel of land located in the Northeast Quarter (NE¹/₄) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, said tract shall be fully described by metes and bounds as follows:

Commencing at the North Quarter (N¹/₄) corner of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East; thence North 88 degrees 23 minutes 54 seconds East, (an assumed bearing) on the North line of the Northwest Quarter (NW¹/₄) of Section Twenty-Six (26), a distance of 800.24 feet; thence South 01 degrees 36 minutes 06 seconds East, a distance of 45.00 feet; thence North 88 degrees 23 minutes 54 seconds East, on the South right of way of County Road "E", a distance of 750.00 feet; thence South 01 degrees 36 minutes 06 seconds East, a distance of 15.00 feet to the point of beginning; thence South 01 degrees 36 minutes 06 seconds East, a distance of 1,263.33 feet, to a point on the South line of the North One Half of the Northeast Quarter (N¹/₂ NE¹/₄) of Section Twenty-Six (26); thence North 88 degrees 12 minutes 05 seconds East on said South line a distance

of 1,056.74 feet to a point on the West right of way of County Road 2400; thence North 01 degrees 50 minutes 32 seconds East, on said West right of way, a distance of 239.40 feet; thence North 88 degrees 09 minutes 28 seconds East, on said right of way, a distance of 30.00 feet; thence North 01 degrees 50 minutes 32 seconds East, on said right of way, a distance of 799.34 feet; thence South 88 degrees 23 minutes 54 seconds West, on said Westerly right of way, a distance of 30.00 feet; thence North 01 degrees 50 minutes 32 seconds East, on said West right of way, a distance of 220.85 feet, to the intersection of the West right of way of County Road 2400, and the South right of way of County Road "E"; thence South 88 degrees 23 minutes 54 seconds West, on said South right of way, a distance of 1,051.44 feet to the point of beginning.

PID 760050201

A tract of land located in the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4), East of the 6th Principal Meridian, Saline County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East; thence west, along the north section line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East, a distance of 1876.19 feet; thence south perpendicular, a distance of 45.00 feet; thence east, perpendicular, a distance of 750.00 feet; thence south, perpendicular, a distance of 15.00 feet; thence east, perpendicular, a distance of 1126.19 feet to the east line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East; thence north along the east line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Eight (8) North, Range Four (4) East, a distance of 60.00 feet to the point of beginning, EXCEPT that portion thereof, which is assumed to be County Road Right-of-Way.

shall consist of the following:

- (a) **Private Improvements.** The construction of an approximately 36,000 square foot, three-story apartment building with thirty (30) 2-bedroom, 1-bathroom units, and associated improvements on the Project Site.
- (b) **Public Improvements.** Site acquisition, site preparation, grading, utility infrastructure improvements, street improvements, sidewalk improvements, architectural fees, engineering fees, and other eligible public improvements on the Project Site and in the Redevelopment Area, which public

improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

Note: The Project Site will be subdivided and replatted following approval of this Redevelopment Agreement. Upon subdivision approval, the legal description of the Project Site created thereby shall replace and supersede the above legal description.

**EXHIBIT “B”
TIF INDEBTEDNESS**

1. Projected Base Value: \$64,000
2. Projected Minimum Final Value: \$1,300,000
3. Projected Incremental Valuation: \$1,236,000
4. Assumed Tax Levy: 2.083792
5. Anticipated Tax Increment: \$25,756 annually
6. TIF Indebtedness:

- a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be equal to or less than \$223,000.00, which is the maximum amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the Anticipated Tax Increment.
- b. **Interest Rate.** The interest rate for the TIF Indebtedness shall be 8.0%.
- c. **Payments.** Semi-annually commencing when real estate taxes are fully collected for the tax year of the Effective Date. The CDA shall utilize all Tax Increment received from the Project to pay debt service on the TIF Indebtedness until the TIF Indebtedness is fully repaid. Provided, however, the CDA does not warrant, represent, or guaranty that the Tax Increment will be sufficient to repay the entire amount of the TIF Indebtedness. The CDA has no obligation to make any payments other than the actual Tax Increment received from the Project.
- d. **Maturity Date.** On or before December 15, 2040.
- e. **TIF Period.** The period for the division of taxes for this Project shall be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 2025 (2025 taxes paid in 2026) and terminating on December 31, 2039 (2039 taxes paid in 2040). Payment of ad valorem taxes in arrears pursuant to customary payments in Nebraska shall not affect the fifteen (15) year TIF period.

Note: All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year.

**EXHIBIT “C”
PROJECTED TIF SOURCES AND USES**

1. TIF SOURCES

General

Assumptions:	Tax Levy (2022)	2.083792
	Interest Rate	8.0%
	TIF Period (years)	15

Property Value

Assumptions:	Assessed Value	Estimated Taxes
	Base Value	\$1,334
	Final Value	\$27,089
	Increment	\$25,756

TIF Calculations:	Annual TIF Amount	\$25,756
	Total TIF	\$360,579
	TIF Indebtedness	\$223,000

2. TIF USES

Cost of Issuance	TBD
Admin. Fee – 1%	\$2,230
CDA Sum – 6%	\$13,380
Site Acquisition	\$250,000
Site Preparation/Grading	\$240,088
Water	\$28,156
Sanitary Sewer	\$28,156
Storm Sewer	\$55,208
Electrical	\$30,000
Street	\$20,000
Sidewalk	\$21,830
Architectural Fees	\$128,000
Engineering Fees	\$40,000
Total	\$857,048 *plus cost of issuance

Note: All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

**EXHIBIT “D”
FORM OF TIF PROMISSORY NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(CRETE SENIOR VILLAS REDEVELOPMENT PROJECT)
SERIES 2023A

Maturity Date	Interest Rate	Original Issuance Date
December 15, 2040	8.0%	

Registered Holder	Principal Amount
CSV, LP	\$223,000.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the City Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Accrual Commencement Date (as defined herein) or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in thirty (30) equal semi-annual installments due June 15, 2026, December 15, 2026, and each June 15 and December 15 thereafter through December 15, 2040, when all principal and accrued interest shall be due and payable. Except with respect to interest not punctually paid, the principal and interest on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts. No interest shall accrue until the later of: (1) the date the taxes are due for the year of the Effective Date identified in the Redevelopment Agreement (which is

December 31st of the year of the Effective Date); or (2) the date that the Redeveloper has submitted and the CDA has accepted the Eligible Project Cost Certification(s) (the “Accrual Commencement Date”).

This Note is designated The Community Development Agency of the City of Crete, Nebraska Community Redevelopment Revenue Note (Crete Senior Villas Redevelopment Project), Series 2023A, aggregating Two Hundred Twenty-Three Thousand and No/100 Dollars (\$223,000.00) (the “Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended and supplemented (the “Act”) and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and CSV, LP, a Nebraska limited partnership, for the Crete Senior Villas Redevelopment Project (the “Redevelopment Agreement”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the “Project”). All such revenue has been duly pledged for the purpose of paying this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, OR THE CITY OF CRETE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA, OR THE CITY OF CRETE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Crete, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as

required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon written documentation of transfer satisfactory to the Issuer and the Registrar duly executed by the Registered Holder and the assignee/transferee, together with a purchase letter in a form provided by Issuer and any other documentation required by the Issuer. Prior to the approval of any transfer of this Note, the Registered Holder shall pay all of the Issuer's costs, including attorney's fees, relating to the transfer of the Note. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[Signature Page Follows]

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CRETE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairperson and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

CERTIFICATE OF AUTHENTICATION

City Treasurer, City of Crete
as Paying Agent and Registrar

By: _____
Authorized Signature

**EXHIBIT “E”
FORM OF CERTIFICATE OF COMPLETION
(Crete Senior Villas Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of Crete, Nebraska, and the Community Development Agency of the City of Crete, Nebraska (“CDA”) with regard to the following real property situated in the City of Crete, Saline County, Nebraska, to wit:

[Insert Legal Description];

that the Public Improvements and the Private Improvements required to be constructed by Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated June 6, 2023, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Saline County, Nebraska.

“REDEVELOPER”

CSV, LP,
a Nebraska limited partnership

By: Crete Senior Villas, LLC,
General Partner

By: _____
Andrew Danner, Manager

ACCEPTED by the Community Development Agency of the City of Crete, Nebraska this ____ day of _____, _____.

“CDA”

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

EXHIBIT “F”

After recording please return to:
Nancy Tellez
City Clerk
City of Crete
243 E. 13th Street
Crete, NE 68333

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Crete Senior Villas Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this 6th day of June, 2023 by and between the Community Development Agency of the City of Crete, Nebraska (“CDA”) and CSV, LP, a Nebraska limited partnership (“Redeveloper”).

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements and the private improvements being made to real property owned by or under the control of Redeveloper and legally described as:

[Insert Legal Description] (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by Redeveloper on the Project Site for a period not to exceed fifteen (15) years after the Effective Date set forth in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Crete, Nebraska.

[Signature Page Follows]

“CDA”
COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ and _____, Chairperson and Secretary respectively of the Community Development Agency of the City of Crete, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
CSV, LP,
a Nebraska limited partnership

By: Crete Senior Villas, LLC,
General Partner

By: _____
Andrew Danner, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Andrew Danner, Manager of Crete Senior Villas, LLC, General Partner of CSV, LP, a Nebraska limited partnership, on behalf of the partnership.

Notary Public

CITY OF CRETE, NEBRASKA

RESOLUTION # 2023-10

(Redevelopment Plan Amendment –
Cardinal Ventures Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRETE,
NEBRASKA, APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR
THE CITY OF CRETE, NEBRASKA, INCLUDING THE CARDINAL VENTURES
REDEVELOPMENT PROJECT.**

RECITALS

- A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).
- B. The Community Development Agency of the City of Crete, Nebraska (“CDA”) has recommended that the Redevelopment Plan should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified in said amendment (the “Project Site”).
- C. The proposed amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”) is on file and available for public inspection with the City Clerk.
- D. The Redevelopment Plan Amendment includes a redevelopment project identified as the Cardinal Ventures Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.
- E. The CDA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Crete, Nebraska.
- F. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.
- G. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Act, and Nebraska law.
- H. On June 6, 2023, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- I. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CDA, and the recommendations of the Planning

Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Crete, Nebraska, in accordance with the Act, as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Crete, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Crete as a whole, as set forth in the City of Crete Comprehensive Plan, as amended.
4. The cost and benefits set forth in the cost benefit analysis for the Project are found to be in the long-term best interest of the City of Crete.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Crete.

Dated this 6th day of June, 2023.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Jerry Wilcox, City Clerk

CITY OF CRETE, NEBRASKA

RESOLUTION # 2023-11

(Redevelopment Agreement –
Cardinal Ventures Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRETE,
NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND
AUTHORIZING THE COMMUNITY DEVELOPMENT AGENCY TO ENTER INTO SAID
AGREEMENT.**

RECITALS

- A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #3 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).
- B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Cardinal Ventures Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).
- C. On June 6, 2023, the Community Development Agency of the City of Crete, Nebraska (“CDA”) approved the Redevelopment Agreement for the Project.
- D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the City of Crete Comprehensive Plan, as amended, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Crete, Nebraska, that the Redevelopment Agreement between the CDA and Cardinal Ventures, LLC, a Nebraska limited liability company, which is on file and available for public inspection with the City Clerk, is hereby approved.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CDA.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA or the City.

BE IT FURTHER RESOLVED, that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this 6th day of June, 2023.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Jerry Wilcox, City Clerk

CITY OF CRETE, NEBRASKA

RESOLUTION # 2023-08

(Redevelopment Plan Amendment –
Crete Senior Villas Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRETE,
NEBRASKA, APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR
THE CITY OF CRETE, NEBRASKA, INCLUDING THE CRETE SENIOR VILLAS
REDEVELOPMENT PROJECT.**

RECITALS

A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #1 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).

B. The Community Development Agency of the City of Crete, Nebraska (“CDA”) has recommended that the Redevelopment Plan should be amended to include a project for the redevelopment of certain real property within the Redevelopment Area identified in said amendment (the “Project Site”).

C. The proposed amendment to the Redevelopment Plan (“Redevelopment Plan Amendment”) is on file and available for public inspection with the City Clerk.

D. The Redevelopment Plan Amendment includes a redevelopment project identified as the Crete Senior Villas Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

E. The CDA submitted the question of whether the Redevelopment Plan Amendment should be recommended to the City Council to the Planning Commission of the City of Crete, Nebraska.

F. The Planning Commission recommended the approval of the Redevelopment Plan Amendment.

G. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan Amendment by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Act, and Nebraska law.

H. On June 6, 2023, the City Council held a public hearing relating to the question of whether the Redevelopment Plan Amendment should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

I. The City Council has reviewed the Redevelopment Plan Amendment, the cost benefit analysis prepared by the CDA, and the recommendations of the Planning

Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Crete, Nebraska, in accordance with the Act, as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan Amendment will, in accordance with the present and future needs of the City of Crete, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan Amendment is in conformance with the general plan for development of the City of Crete as a whole, as set forth in the City of Crete Comprehensive Plan, as amended.
4. The cost and benefits set forth in the cost benefit analysis for the Project are found to be in the long-term best interest of the City of Crete.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan Amendment is hereby approved and adopted by the City Council as the governing body for the City of Crete.

Dated this 6th day of June, 2023.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Jerry Wilcox, City Clerk

CITY OF CRETE, NEBRASKA

RESOLUTION # 2023-09

(Redevelopment Agreement –
Crete Senior Villas Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA, APPROVING THE FORM OF THE REDEVELOPMENT AGREEMENT AND AUTHORIZING THE COMMUNITY DEVELOPMENT AGENCY TO ENTER INTO SAID AGREEMENT.

RECITALS

- A. Pursuant to the Nebraska Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155, as amended (the “Act”), the City of Crete, Nebraska (“City”) has adopted a General Redevelopment Plan for certain portions of the City identified as Redevelopment Area #1 (the “Redevelopment Area”), a copy of which is on file and available for public inspection with the City Clerk (the “Redevelopment Plan”).
- B. The Redevelopment Plan, as amended, includes a specific redevelopment project identified as the Crete Senior Villas Redevelopment Project that will include the use of Tax Increment Financing (the “Project”).
- C. On June 6, 2023, the Community Development Agency of the City of Crete, Nebraska (“CDA”) approved the Redevelopment Agreement for the Project.
- D. The City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the City of Crete Comprehensive Plan, as amended, and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Crete, Nebraska, that the Redevelopment Agreement between the CDA and CSV, LP, a Nebraska limited partnership, which is on file and available for public inspection with the City Clerk, is hereby approved.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to execute and deliver the Redevelopment Agreement, with such changes, modifications, additions, and deletions therein and shall they seem necessary, desirable or appropriate, for and on behalf of the CDA.

BE IT FURTHER RESOLVED, the CDA is hereby authorized to take all actions contemplated and required in the Redevelopment Agreement including, without limitation, the issuance of such TIF Indebtedness as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA or the City.

BE IT FURTHER RESOLVED, that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this 6th day of June, 2023.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Jerry Wilcox, City Clerk



PO Box 367
846 S 13th St.
Geneva, NE 68361

Toll Free: 888-496-3902
Phone: 402-759-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

May 18, 2023

City of Crete
PO Box 86
Crete, NE 68333-0086

Attn: Jesse Yager

RE: Estimate for Well #1 Inspection

Labor to pull pump	\$3,500.00
1- Video survey	\$1,875.00
Total (does not include applicable sales tax)	\$5,375.00

NOTE: Any other repairs would be extra.

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Ivan Mumm".

Ivan Mumm,
Technician

AGREEMENT REGARDING RENEWABLE ENERGY CERTIFICATE MANAGEMENT SERVICES

This Agreement Regarding Renewable Energy Certificate Management Services (“Agreement”) dated April 1, 2023 is made by and between the Municipal Energy Agency of Nebraska (“MEAN”), and the City of Crete, Nebraska (“Participant”), each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the Participant has executed a firm electric service Contract (“WAPA Contract”), with Western Area Power Administration (“WAPA”), a federal power marketing administration, for the purchase of firm electric service from WAPA’s Upper Great Plains Region (“UGPR”); and

WHEREAS, WAPA has created a UGPR Renewable Energy Certificate Program (“Program”), under which WAPA will allocate renewable energy certificates (“RECs”) for the UGPR hydropower generation by transferring from time to time Participant’s share of RECs through the Midwest Renewable Energy Tracking System or other system selected by WAPA (“M-RETS”) into an M-RETS account in Participant’s name, if one is established, or into an account in the name of an entity designated by Participant to manage Participant’s RECs (“Designated Entity”); and

WHEREAS, Participant has selected or intends to select MEAN to serve as the Designated Entity; and

WHEREAS, MEAN, WAPA, and the Participant intend to enter into or have entered into a CONTRACT FOR MEAN TO ADMINISTER RENEWABLE ENERGY CERTIFICATES FOR CITY OF CRETE, NEBRASKA, which sets forth the terms and conditions under which MEAN provides REC management services related to the Participant’s UGPR RECs (“REC Designated Entity Contract”); and

WHEREAS, MEAN and the Participant desire to set forth additional terms and conditions which will apply to such REC management services provided by MEAN to Participant; and

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties do mutually agree as follows:

1. Services to be Provided: MEAN agrees to be the sole and exclusive Designated Entity for the Participant with respect to the RECs which Participant is entitled to receive pursuant to the provisions of the Program. A detailed description of the duties being delegated to MEAN is attached hereto as Exhibit A and made part of this Agreement.

2. Rights and Obligations:

2.1 The Participant acknowledges and agrees that Participant, or MEAN as Designated Entity, will formally elect to receive the RECs in the Joint Account (as that term is defined in Exhibit A) by completing and returning to WAPA all required documentation for election.

2.2 The Participant acknowledges and agrees that in accordance with WAPA’s Program Principles (“Principles”), the RECs issued to the Participant under the Program cannot be sold but may be transferred to Participant’s end-use customers located in the UGPR marketing area.

2.3 The Participant will retain all its rights, duties and obligations under the Program, except those rights, duties and obligations expressly granted and delegated to MEAN herein and in the Agreement. The Participant acknowledges that it is not released from and shall remain liable to WAPA for payment of all amounts due or to become due under the Program, the Principles, or the WAPA Contract. Participant agrees to reimburse MEAN for any costs, fees or penalties assessed by WAPA or M-RETS arising out of the Program or MEAN's services as the Designated Entity. MEAN will invoice Participant for any amount(s) paid by MEAN to WAPA or M-RETS pursuant to this Agreement plus any other fees incurred by MEAN related to the RECs including without limitation fees for tracking, transfer, export, retirement, account management, and associated services. Such amount(s) shall be due and payable by Participant to MEAN by the due date specified on the invoice and without deduction. In the event Participant fails to make a payment of an invoice when due and payable for any reason, Participant shall pay interest thereupon to MEAN. Such interest shall accrue and be compounded daily on any unpaid amount, from the date due until the date upon which payment is made, at the rate of one percent (1%) per month or fraction thereof.

3. Term; Costs Upon Termination: This Agreement shall become effective upon execution and shall continue in full force and effect through the term of Participant's WAPA Contract, unless sooner terminated by either party providing the other party with thirty (30) days advance written notice. Notwithstanding the foregoing, this Agreement shall terminate in the event the Program is terminated by WAPA. Within thirty (30) days after such termination notice is received, MEAN shall notify WAPA to make available for transfer to Participant's preferred new account or other location, an amount of RECs equal to the Participant's then-current share of the RECs then remaining in the Joint Account. The Participant shall be responsible for all costs associated with removal of Participant's RECs from the Joint Account for any reason and for all costs associated with such transfer and any and all WAPA or M-RETS fees, costs or penalties that may apply. After the date of termination, the Participant will then be responsible to WAPA and/or M-RETS for any future cost of administration of Participant's new account or other location to which the RECs were transferred. The provisions in this Section 3 shall survive termination of this Agreement.

4. Records: Upon request, MEAN and the Participant shall provide at all reasonable times to the other Party access to all operating and financial records and reports relating to this Agreement and the services provided hereunder.

5. No Third-Party Beneficiaries: There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a party to this Agreement.

6. General Terms and Conditions of Service: This Agreement is subject to MEAN General Terms and Conditions of Service, as such document may be issued, modified, supplemented or superseded from time to time by the MEAN Board of Directors, including, but not limited to, any and all successor documents or policies adopted by the MEAN Board of Directors.

7. Limitation of Liability; Indemnification: Notwithstanding any other provision of this Agreement, in no event shall MEAN be liable to Participant, its personnel, employees, or any third party for a monetary amount greater than the amounts actually paid to MEAN by Participant pursuant to this Agreement for the twelve (12) months preceding the claim (excluding amounts paid for applicable M-RETS and WAPA fees, charges and penalties, and taxes), regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise. Participant further agrees, to the fullest extent

permitted by law, to defend, indemnify and hold harmless MEAN and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, fines, fees, penalties, or consequential damages including, but not limited to, attorney's fees, arising out of or resulting from the actions or inaction of MEAN hereunder, the actions or inaction of WAPA in the Program, or brought in connection with this Agreement, excluding those arising from MEAN's gross negligence.

8. Consequential Damages: Except as provided in Section 7 regarding indemnification, in no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Agreement whether arising in contract, tort, or otherwise.

9. Execution in Counterparts: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both parties had signed the same instrument.

IN WITNESS WHEREOF, MEAN and Participant have caused this Agreement Regarding Renewable Energy Certificate Management Services to be duly executed by their authorized agents or representatives.

ATTEST:

PARTICIPANT: CITY OF CRETE, NEBRASKA

By _____

By _____

Title _____

Title _____

Date _____

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By _____

Title _____

Date _____

**EXHIBIT A
TO
AGREEMENT REGARDING RENEWABLE ENERGY CERTIFICATE MANAGEMENT SERVICES**

Description of Duties Delegated to MEAN

This Exhibit A is dated April 1, 2023 and made part of the Agreement Regarding Renewable Energy Certificate Management Services, between the Municipal Energy Agency of Nebraska (“MEAN”) and the City of Crete, Nebraska (“Participant”) regarding the UGPR Renewable Energy Certificate Program (“Program”), under which WAPA will allocate renewable energy certificates (“RECs”). All defined terms used but not defined in this Exhibit shall have the meaning ascribed thereto in the Agreement.

As the Participant’s sole and exclusive Designated Entity with respect to management of the RECs which Participant is entitled to receive pursuant to the provisions of the Program, MEAN is authorized to act as necessary or convenient on behalf of the Participant in matters regarding the Participant’s RECs, including but not limited to: (i) submitting a Statement of Interest on the Participant’s behalf to WAPA indicating that the Participant wishes to participate in the Program and receive RECs from both large and small UGPR hydro-generating resources, (ii) communicating and transacting with M-RETS and WAPA, and (iii) reviewing reports created by M-RETS. As WAPA from time to time transfers the Participant’s share of RECs through the M-RETS system, such RECs shall be transferred into an account in MEAN’s name (“Joint Account”). The Participant’s RECs may be commingled in the Joint Account along with the RECs of other MEAN participants and will be held in the Joint Account by MEAN on behalf of the Participant. Participant will have no right, title or interest in any RECs in the Joint Account other than Participant’s share as transferred by WAPA.

MEAN will communicate to WAPA the elections that the Participant makes with regard to the source of the RECs.

MEAN will use its best efforts to make available to the Participant all information pertaining to the Participant's RECs.

This Exhibit A may be amended from time to time upon execution of a written amendment by the parties.

CITY OF CRETE, NEBRASKA

(Participant)

MUNICIPAL ENERGY AGENCY OF NEBRASKA

(Designated Entity)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Allo Communications hereby request to occupy City of Crete Right-of-Way at _____
Name

Way at PON 4 (See Map for Area) with a device or structure.
Address

Description of structure or device:

FTTH to every home and business in the attached planset

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____

Note:






- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

James Dobesh
Signature of Applicant

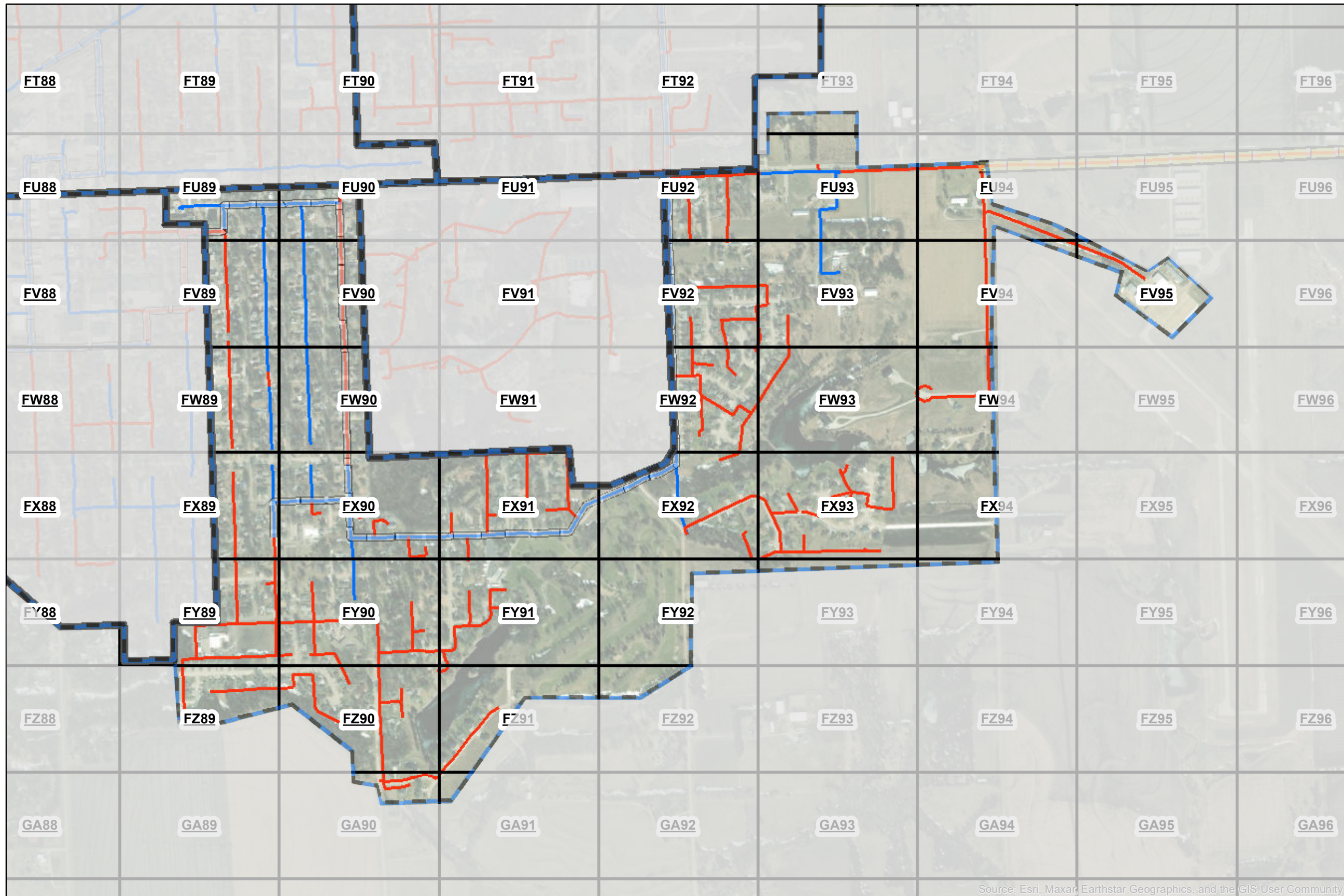
05/24/2023
Date of Application

PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

-  PON
- Cable Category**
-  Backbone
-  Feeder
- ROUTE**
-  Underground
-  Aerial

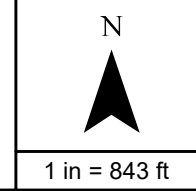
Note: "For clarity and simplicity, Sheets with no conduit (edges particularly) are not shown"



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: Typical phasing is starting at the top left grid (FU89) and moving to the bottom right grid (FZ91).
 All proposed conduit in ROW, unless otherwise noted.

Revisions:



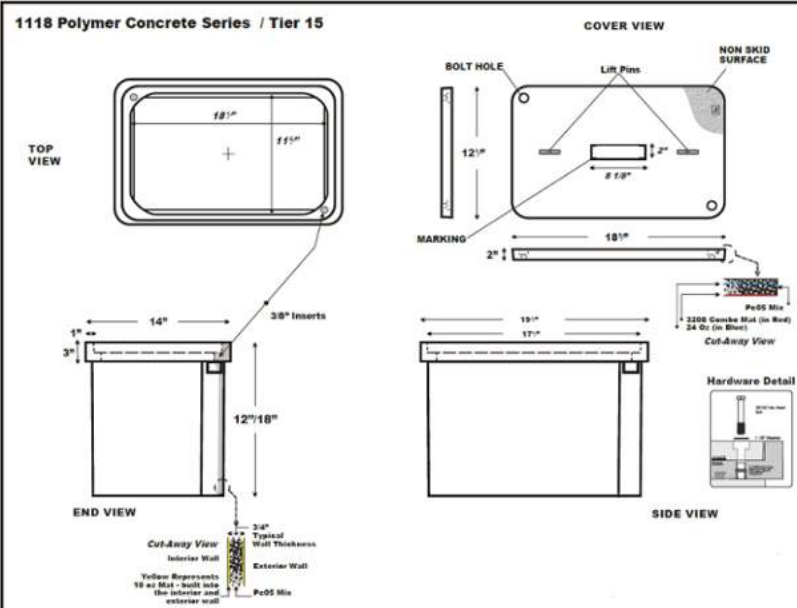
ROW CONSTRUCTION PROJECT NOTES

1. The City shall be notified a minimum of forty eight (48) hours in advance of initial project construction.
2. The contractor shall adhere to the current City standard specifications, approved special provisions, City standard plans, right-of-way construction procedures manual.
3. The locations of all aerial and underground utility facilities may not be indicated on the project plans. The contractor is required to contact the One Call 811 notification center (dial 811) forty-eight (48) hours prior to working in the city right of way. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties. The contractor shall be responsible for protection of all underground and aerial utilities and infrastructure.
4. Whenever underground facilities are in close proximity to the proposed pathway location or whenever the vertical location of the underground facility is unknown, the permittee shall use special measures to determine the locations of such underground facilities.
 - a. If the permittee is conducting the excavation by digging from the surface, when in a close proximity to the underground facilities, the permittee shall use hand digging, hydro excavating, air excavating, or any other techniques that are approved by the City to locate such facility.
 - b. If the permittee is conducting the excavation by tunneling or boring, the permittee shall determine the vertical location of the underground facility by potholing or any other method approved by the City.
5. Project plans shall dimension new facilities being installed. Measurements shall be taken from existing adjacent visible structures (curbs, poles, cabinets, manholes, inlets, fire hydrants, etc.) clearly identifying location of such facility. The contractor shall verify dimensions taken from city files.
6. Unless specified on the plan sets, the depth of installed facilities in city row shall be at a minimum as follows.
 - a. Thirty-two (30) inches in soil, if rock present and is an issue twenty-four (24) inches can be used.
 - b. Forty-two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope.
 - c. Forty-eight (48) inches under a roadway measured from the surface of said roadway to the top of the installation.
 - d. Forty-eight (48) inches under a storm water or creek channel design bottom of pipe, and
 - e. Maintain a minimum of twenty-four (24) inches of vertical and horizontal spacing from existing utilities.
 - f. Be located as far from the existing or proposed curb line as possible to avoid potential future conflicts.
7. All potholes in sidewalk panels will be filled unless directed by City inspector. If colored, textured or patterned concrete is existing, replacement patches, and panels panels will be replaced to match as practicable. Owner may be required to put money into escrow to cover all repairs prior to starting work.
8. All non-street surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored.
9. City street surface materials disturbed shall be backfilled, tamped and repaved by city forces or approved paving contractor.
10. All Conduit, vaults and Pedestals shall be located in the public ROW and in public utility easements.
11. All Aerial shown on attached planset will be permitted separately by Pole Owners. All pole permits submitted to pole owners will follow NESC codes.
12. If sidewalk, wheel chair ramps or any portion of the pedestrian facilities are removed or closed, a pedestrian detour shall be established and maintained during the time of the closure and the entire pedestrian facility shall be restored within seventy-two (72) hours, unless the contractor provides a hard surface alternate route approved by the city.
13. All pedestrian detours and any reconstruction of pedestrian facilities shall meet current Americans with Disability Act (ADA) standards and specifications.
14. All pedestrian detours shall be part of an approved Traffic Control Plan (TCP).
15. All holes made in city pavements for the purpose of performing vacuum excavations to locate underground utilities shall be restored to their original condition with the reinstated core flush with and in the original orientation as the existing surface matching existing pavement surface appearance.
16. When the contractor is not actively working, all equipment, fencing, debris, etc, shall not be placed within the triangular area required for sight distance of vehicles exiting or entering an adjacent property or intersection.
17. All excavations shall be adequately fenced and covered when contractor is not present or project site left unattended.
18. No lane closures allowed on arterial streets during AM and PM peak hours unless approved by City Traffic and Right of Way Construction section(s) staff.
19. All work zone traffic control, including pedestrian control measures, shall be in compliance with the MUTCD, ADA, and the City Standard Specifications.
20. The contractor shall notify all affected owners of adjacent properties a minimum of forty-eight (48) hours prior to beginning of construction and provide updates to the affected owners when construction phases change that affect the areas of work associated with the permit.
21. The contractor shall maintain a set of "as built" plans on site with dimensioning. These plans shall be presented upon request to any city representative.
22. A current city right of way construction permit and city approved plan set shall be maintained on each work site by the contractor. The contractor shall present such permit and plan set upon request to any city representative.
23. Any field adjustments to installation of facilities, which vary from the plans that have been submitted and approved during the permit application process, shall comply with the following:
 - a. The contractor must stop work immediately and contract the facility owner.
 - b. The facility owner's representative shall contact the city's construction inspector and provide him with the details of the proposed changes.
 - c. The City inspector will make a determination on how to proceed. This determination may range from approval over the phone or via email to delaying the project until plans can be updated and appropriate review can be conducted.

Special Notes

1. All conduit shall be bored unless specified otherwise.
2. Contractors shall notify land owner prior to work on all private developments.
3. A reminder to the reader. the drawings are scaled, thus dimension is available at all locations.
4. The contractor shall bypass all MST pedestals with distribution conduit where installed parallel to MST conduit. Similarly, bypass the T18 "Flowerpot" with MST conduit where installed parallel to future drop conduit.



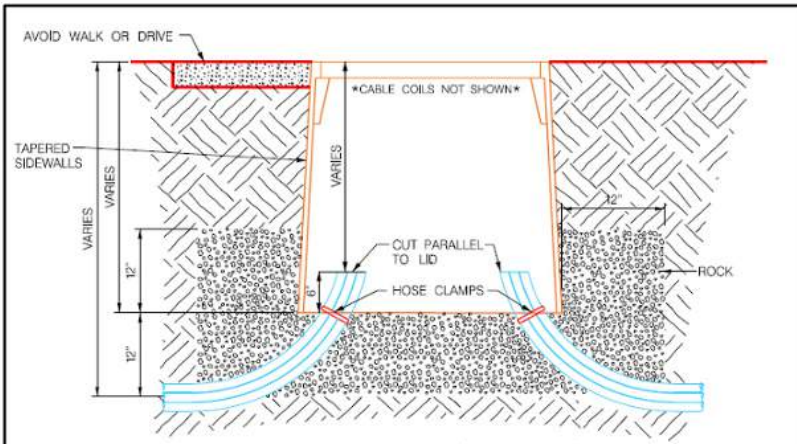


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	12" x 18" x 18"	60lbs	15	1118

ALLO PULL BOX

NOTES:

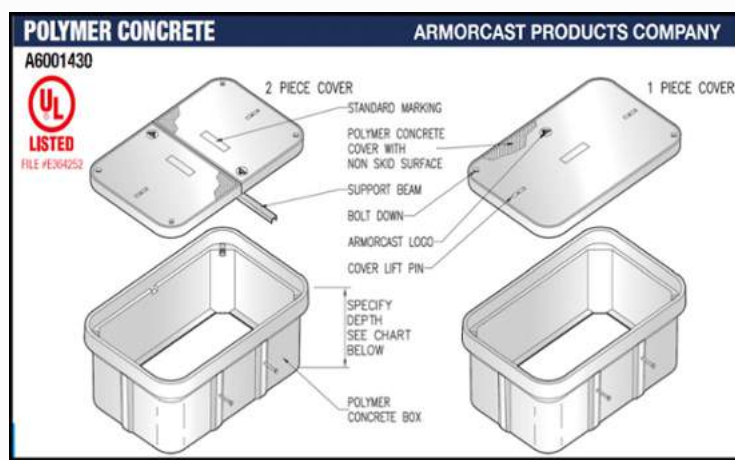
1. ALLO PULL BOX SHALL HAVE 2 PIECE COVER
2. ALLO PULL BOX SHALL BE LABELED "FIBER OPTICS"



ALLO PULL BOX INSTALLATION

NOTES:

1. AT ALL CABLE PULLING LOCATIONS, COIL 60' OF EACH FIBER CABLE (MST TAILS EXCLUDED)

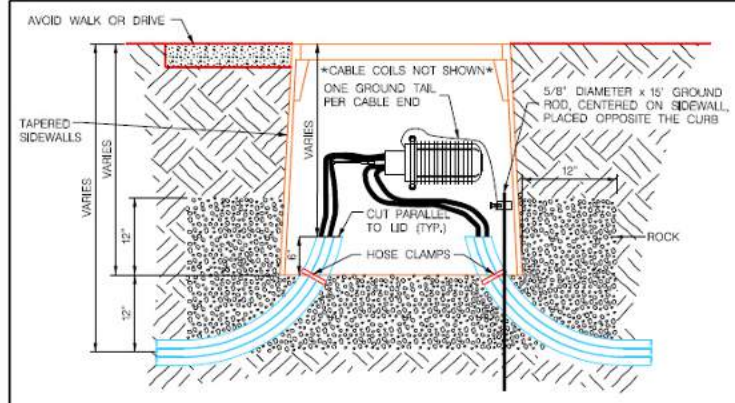


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

ALLO SPLICE VAULT AND CITY T48 PULL BOX

NOTES:

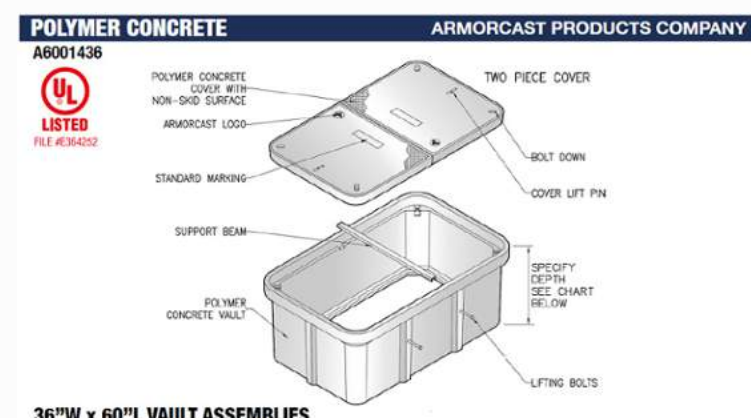
1. ALLO SPLICE VAULT SHALL HAVE 1 PIECE COVER
2. CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
3. ALLO SPLICE VAULT SHALL BE LABELED "FIBER OPTICS"
4. CITY T48 PULL BOX SHALL BE LABELED "FIBER"



ALLO SPLICE VAULT INSTALLATION

NOTES:

1. AT ALL SPLICE VAULTS, COIL 75' OF EACH FIBER CABLE TAIL AND 60' OF EACH MST TAIL.



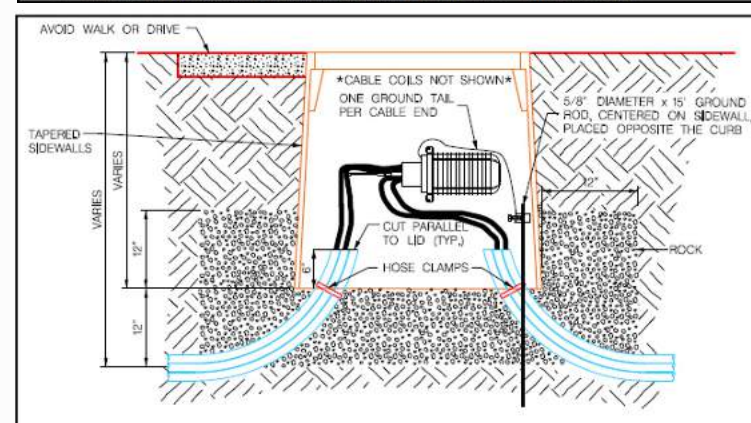
36"W x 60"L VAULT ASSEMBLIES

DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	36" x 60" x 36"	20K	15	A6001436TAPCX36

ALLO MAINTENANCE VAULT

NOTES:

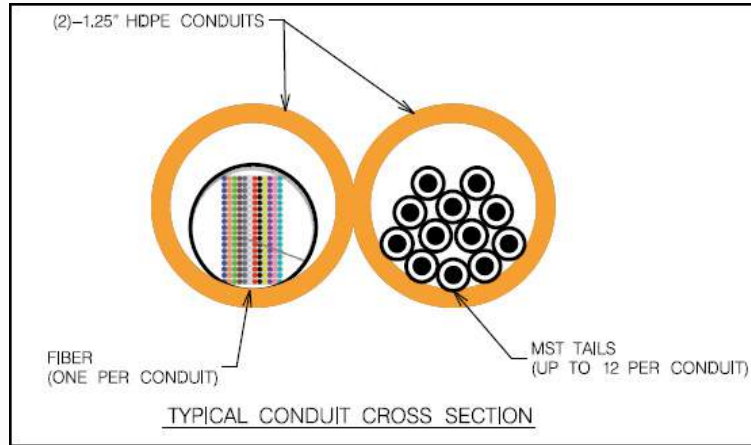
1. ALLO MAINTENANCE VAULT SHALL HAVE 2 PIECE COVER
2. ALLO MAINTENANCE VAULT SHALL BE LABELED "FIBER OPTICS"

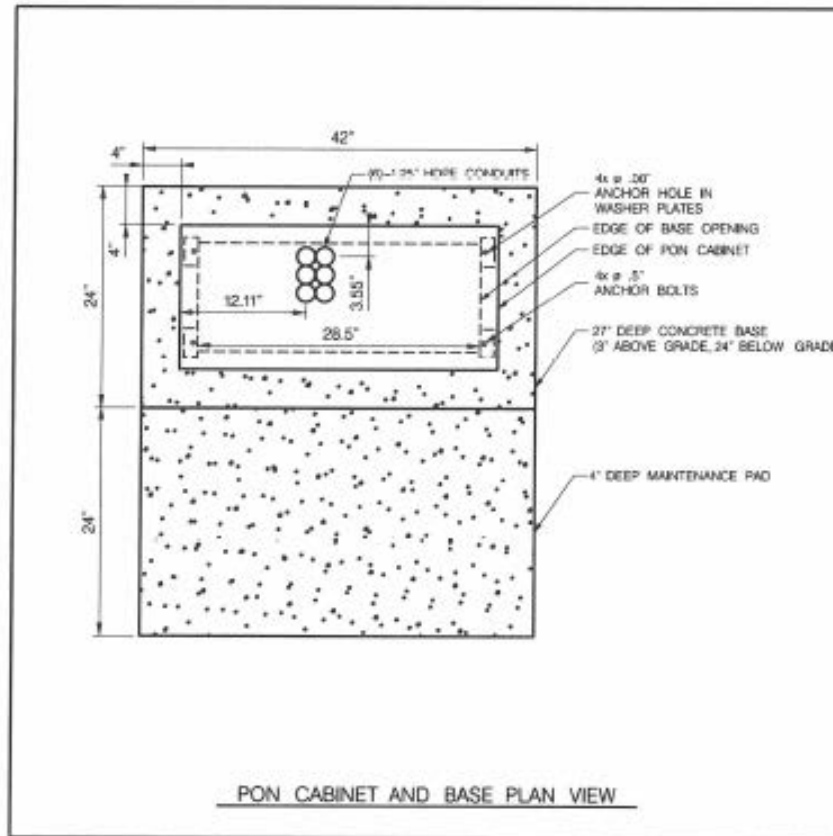
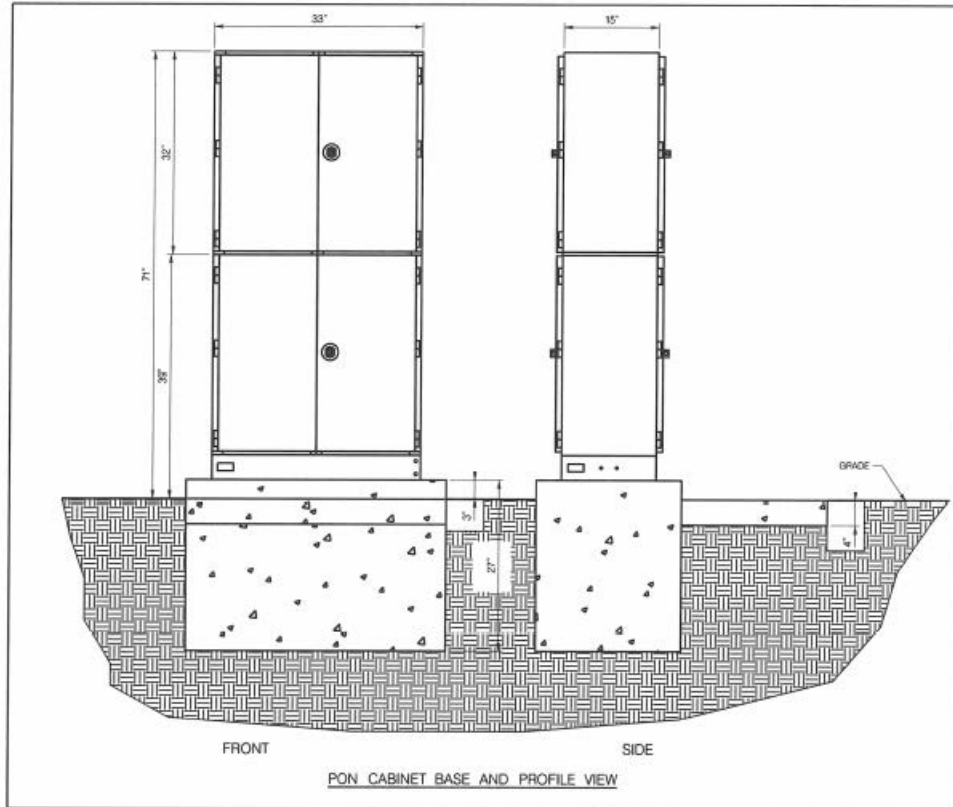


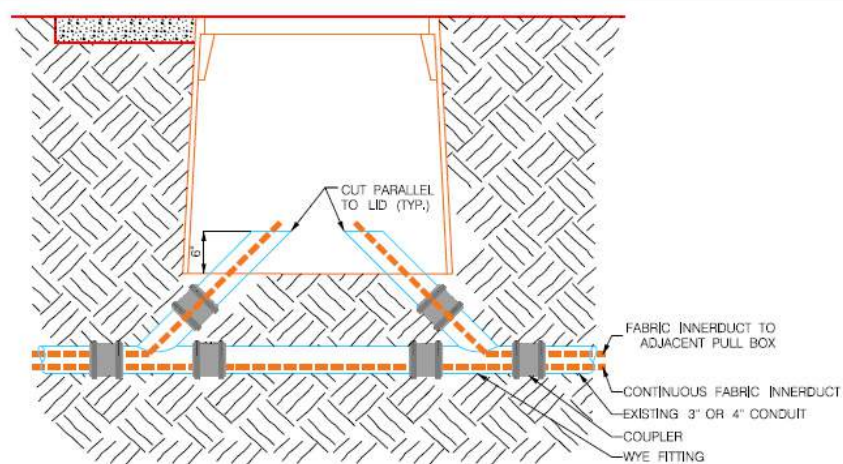
ALLO MAINTENANCE VAULT INSTALLATION

NOTES:

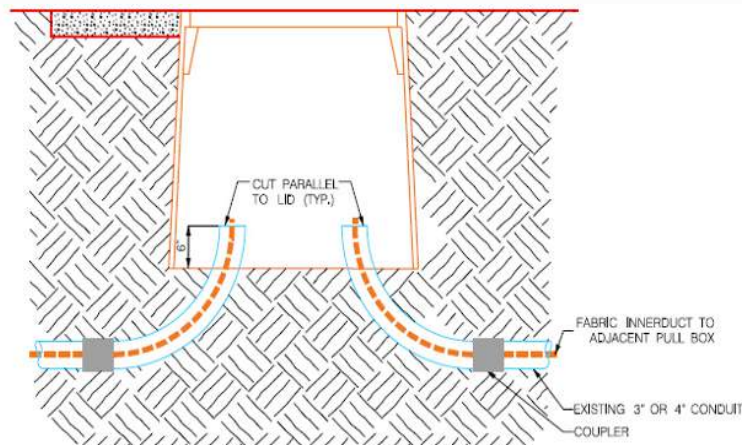
1. AT ALL MAINTENANCE VAULTS, COIL 75' OF EACH FIBER CABLE (MST TAILS EXCLUDED).



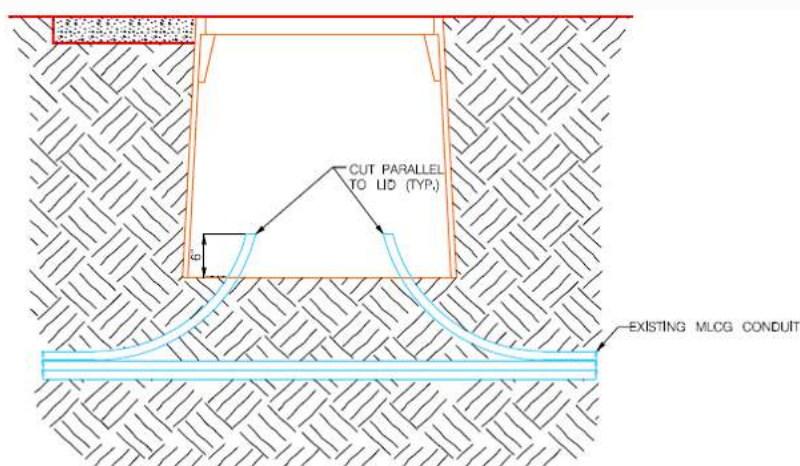




CAPTURE 3" OR 4" CONDUIT WITH EXISTING FIBER DETAIL



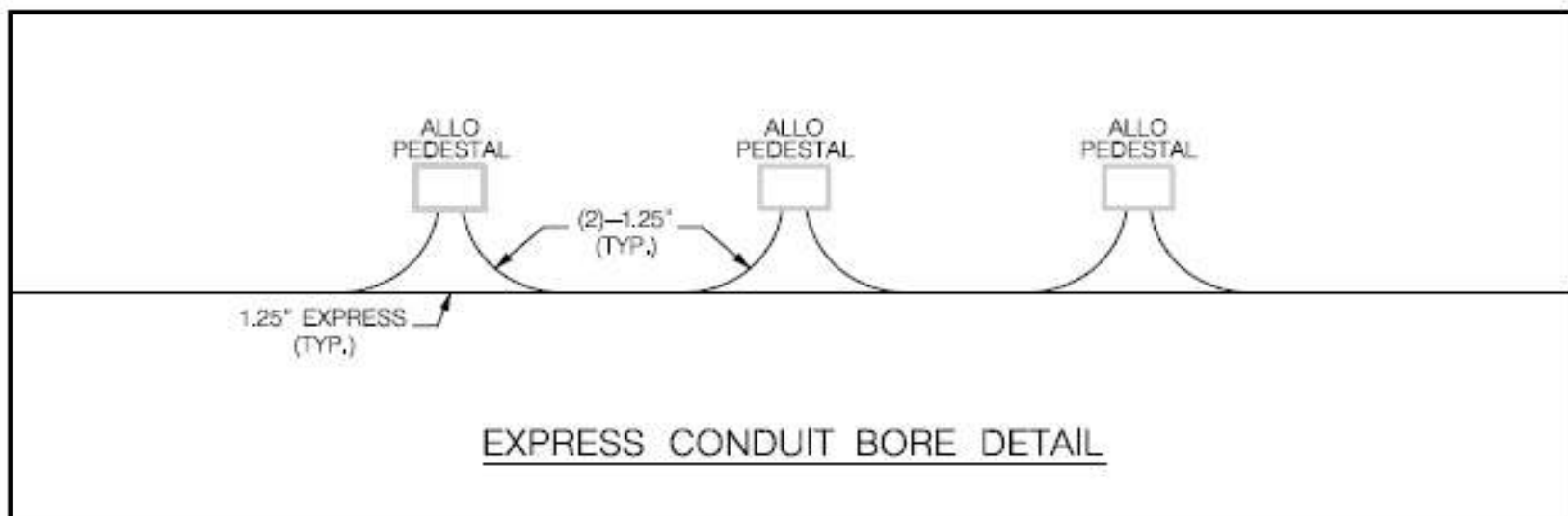
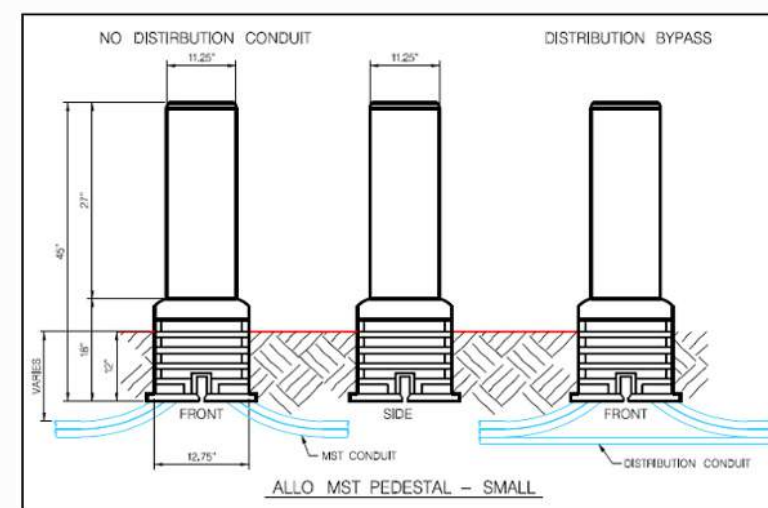
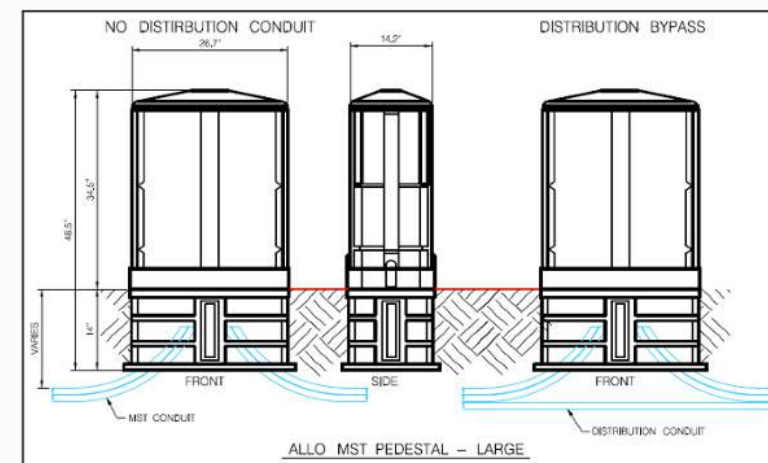
CAPTURE EMPTY 3" OR 4" CONDUIT DETAIL



CAPTURE MLCG DETAIL

Typicals here represent various sweeps of conduit. Follow City standards for bedding. MLCG stands for Main Line Conduit Group, any bundle of conduit placed in the ground together.

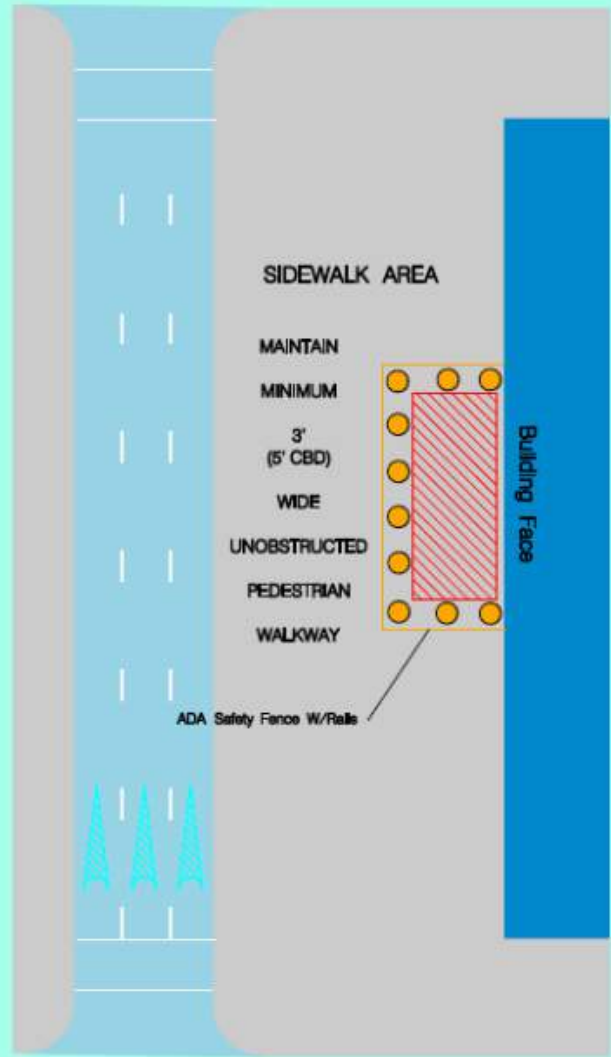
Express Conduit are detailed by midspan call outs.
 48f - 288f, 1 - 1.25" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.
 432f - 864, 1 - 2.0" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.



12

WORK IN THE PEDESTRIAN AREAS

Maintain a clear and unobstructed pedestrian walkway around the work zone, or post warning signs for closures at adjoining intersections.

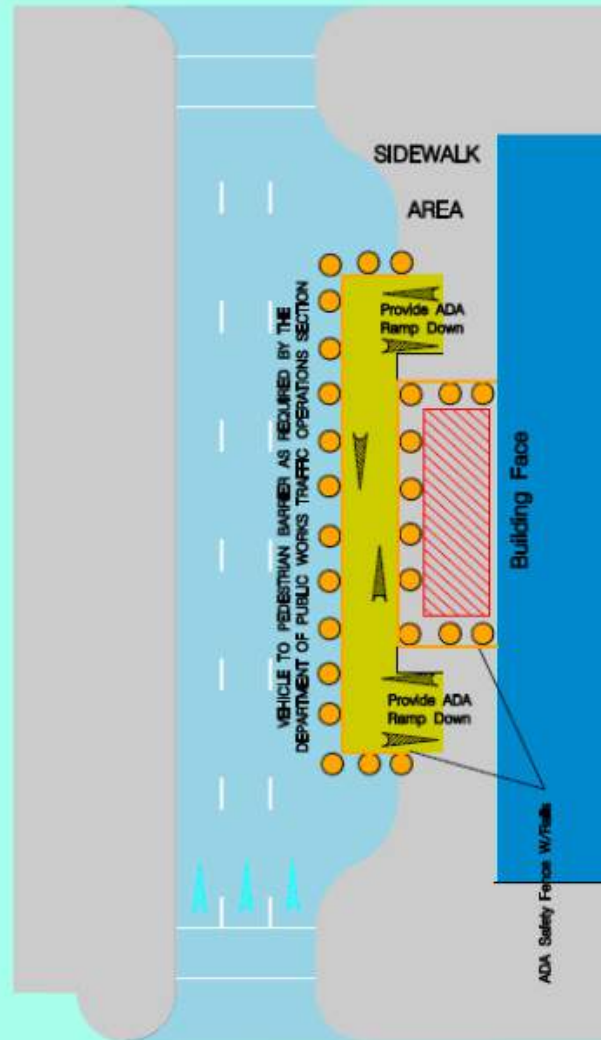


13

WORK IN THE PEDESTRIAN AREAS

PEDESTRIAN DETOUR IN CENTRAL BUSINESS DISTRICT (CBD)

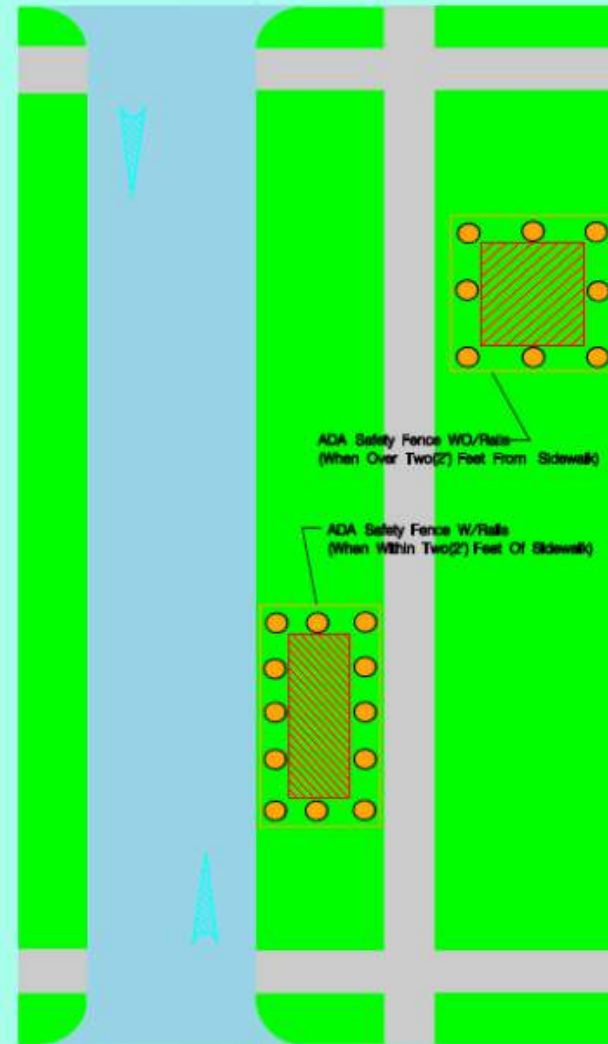
Maintain a minimum of 5' unobstructed pedestrian walkway around the work zone using constructed walkway or protected area as designated by the Department of Public Works Traffic Operations Section.



14

WORK IN THE PEDESTRIAN AREAS

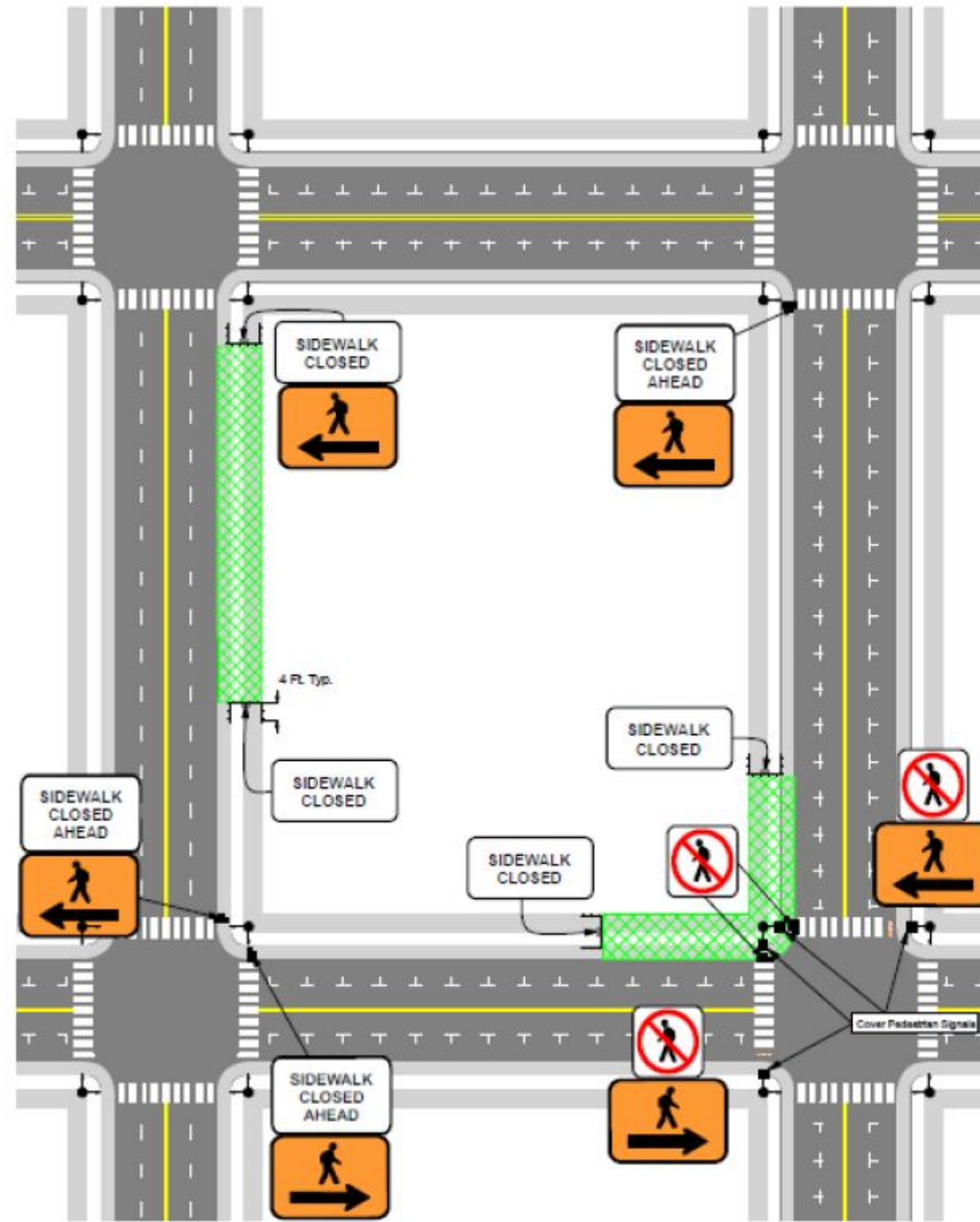
Protection of Excavations & Hazards not in roadways or sidewalks



Sidewalk Closure

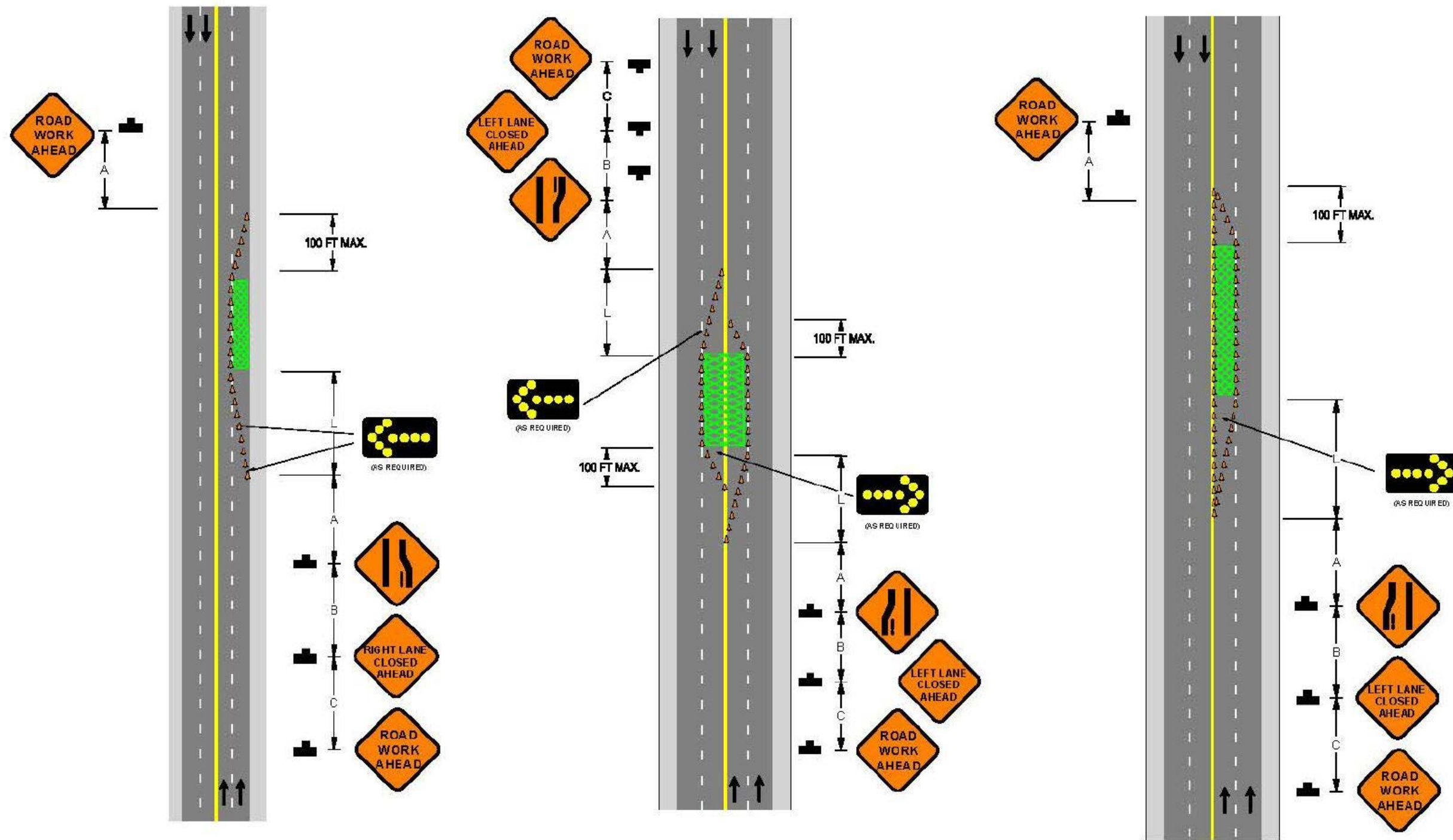
See Page A9 for A, B, C, L Distances

1) This plan shows the pedestrian traffic control measures only. Additional traffic control measures may be required to manage vehicular traffic.



Through Lane Closures on Higher Volume Streets (Collectors, Arterials Etc..)

See Page A9 for A, B, C, L Distances

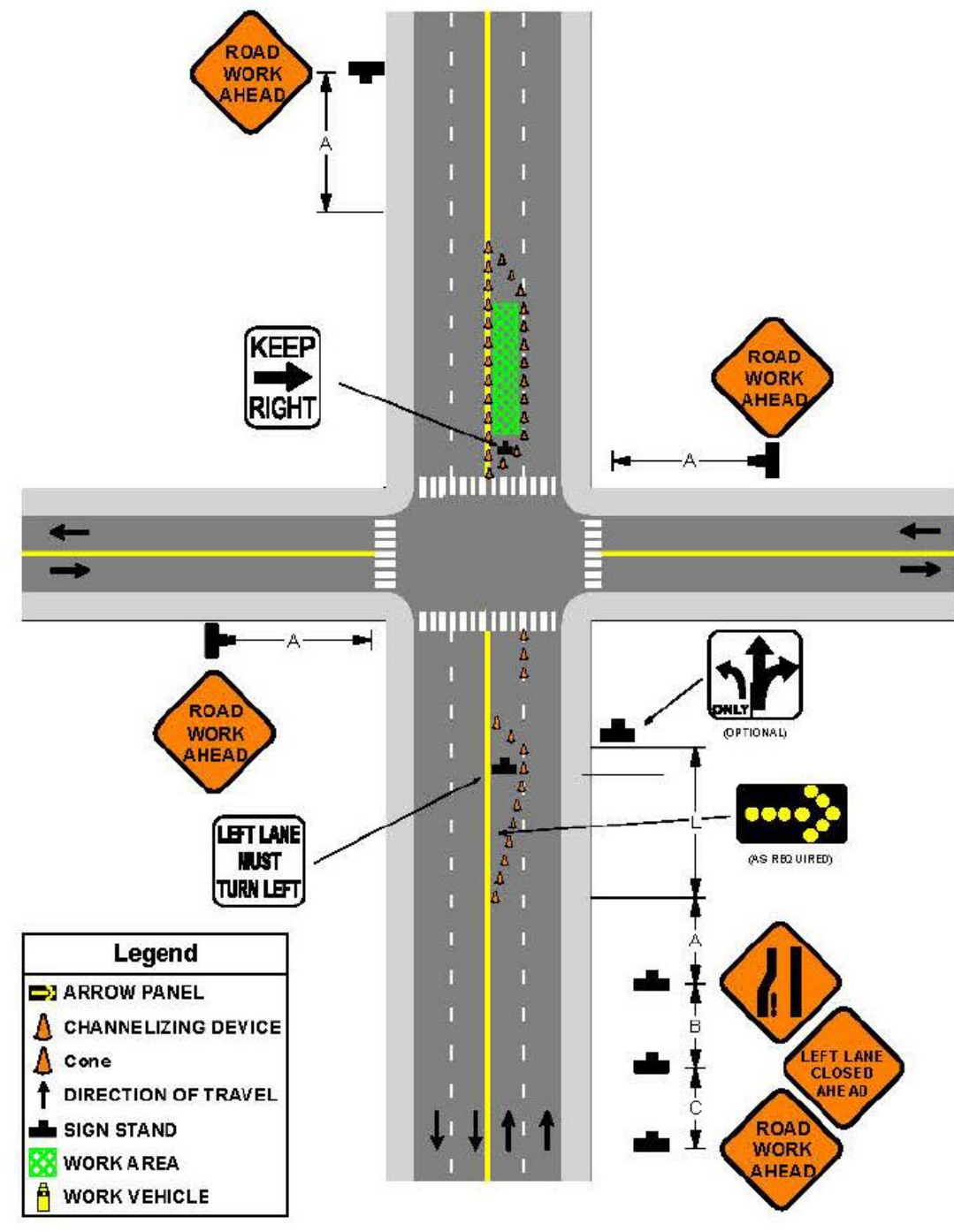
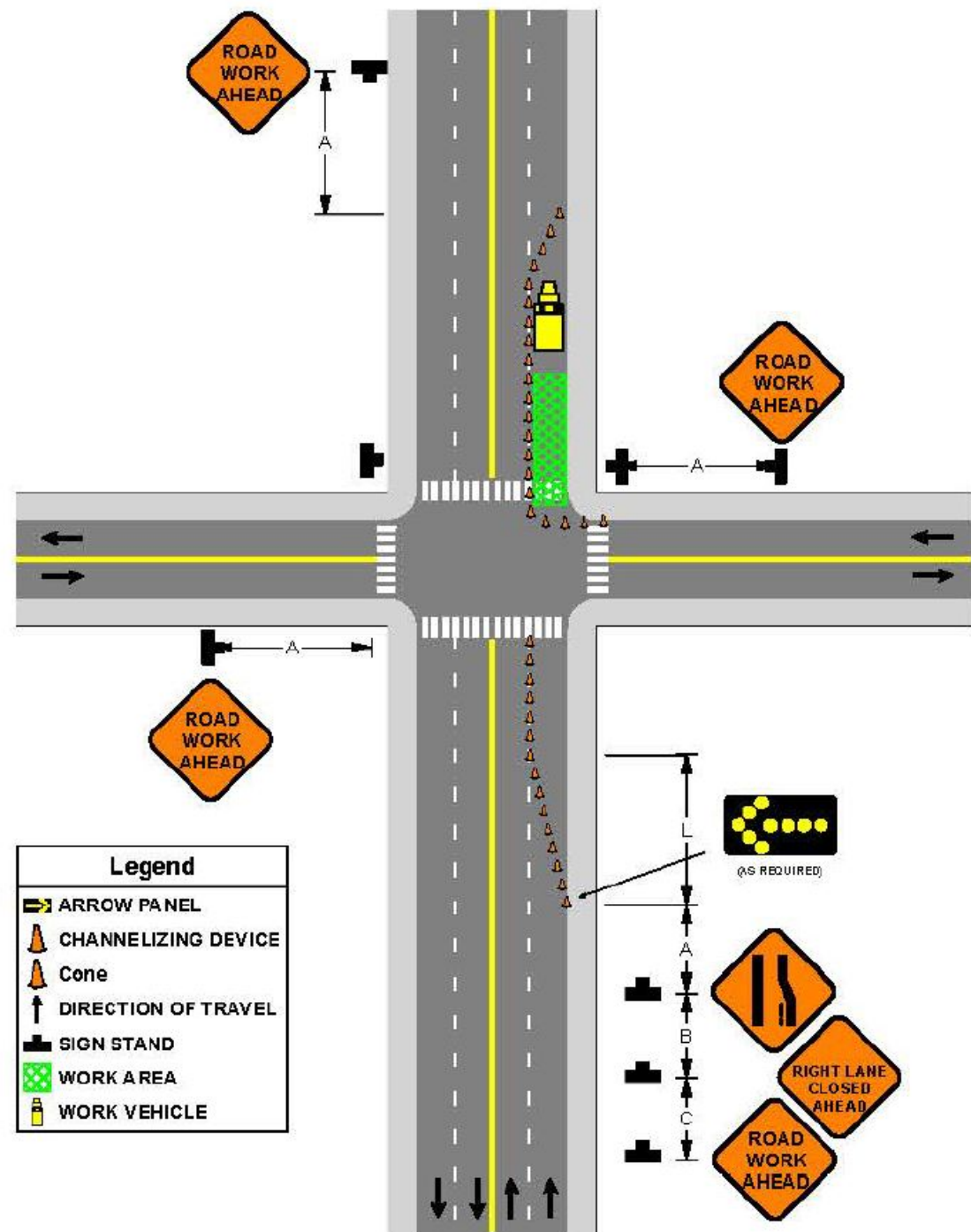


Legend	
	ARROW PANEL
	CHANNELIZING DEVICE
	DIRECTION OF TRAVEL
	SIGN STAND
	WORK AREA



Through Lane Closures on Higher Volume Streets within Intersections (Collectors, Arterials Etc..)

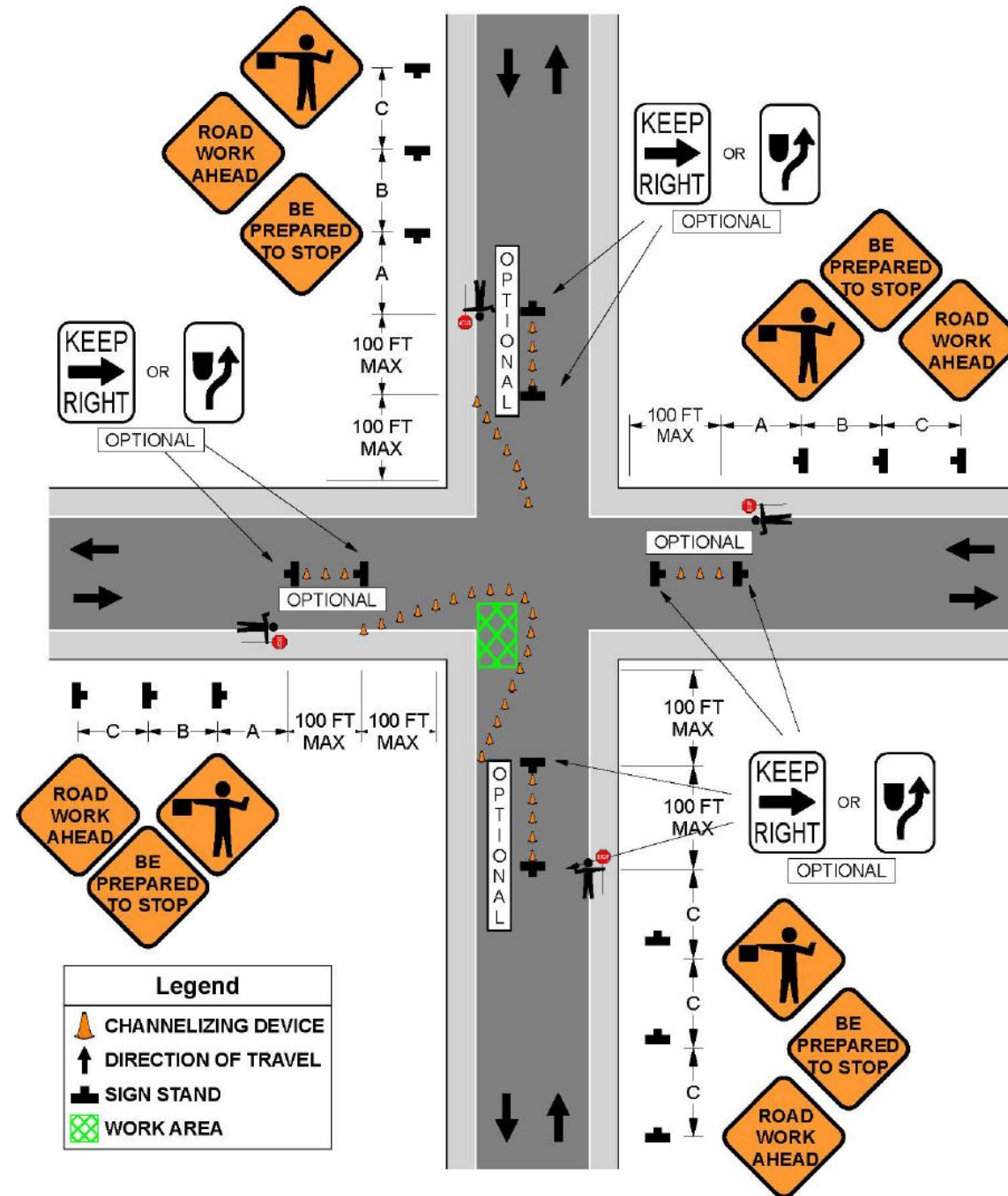
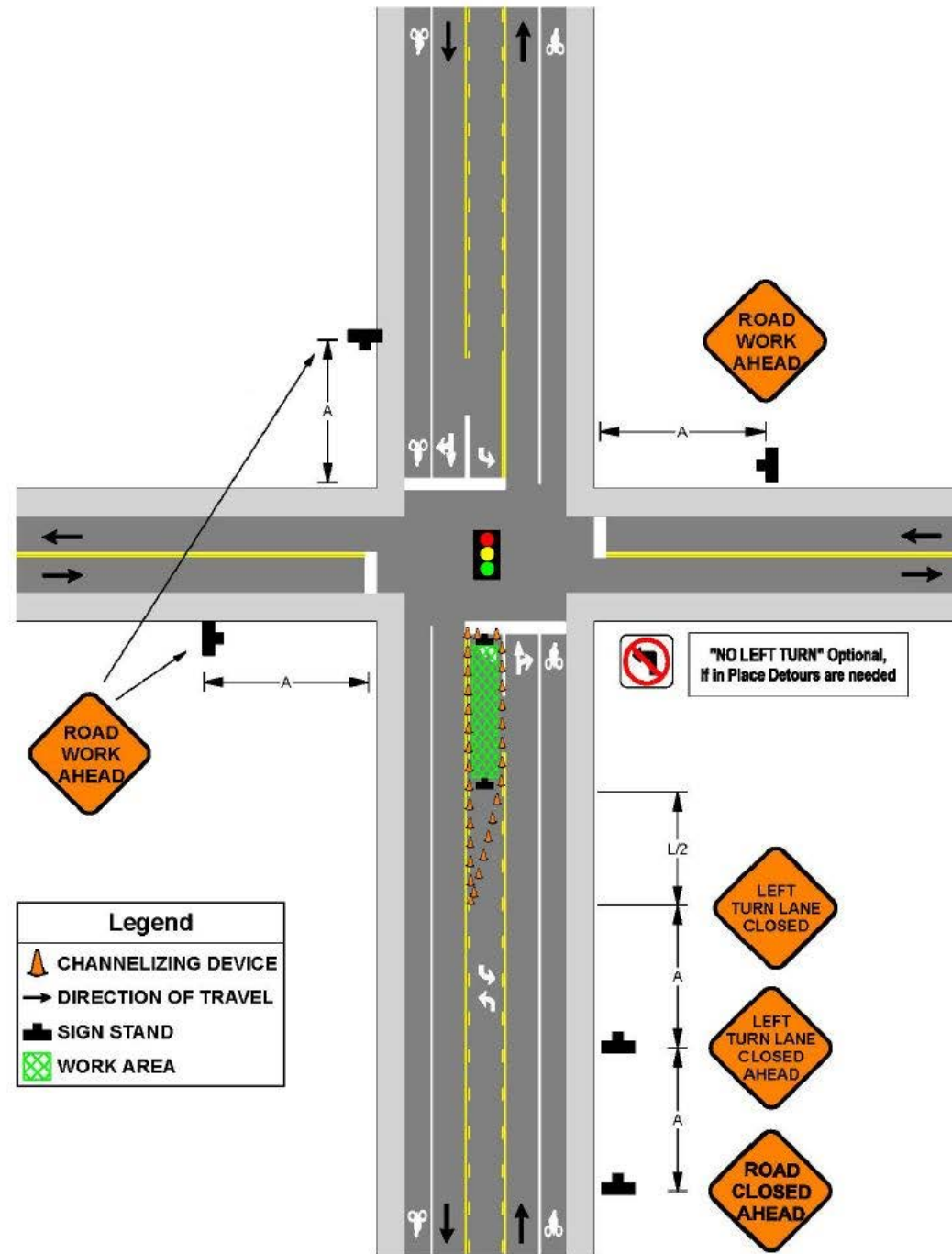
See Page A9 for A, B, C, L Distances

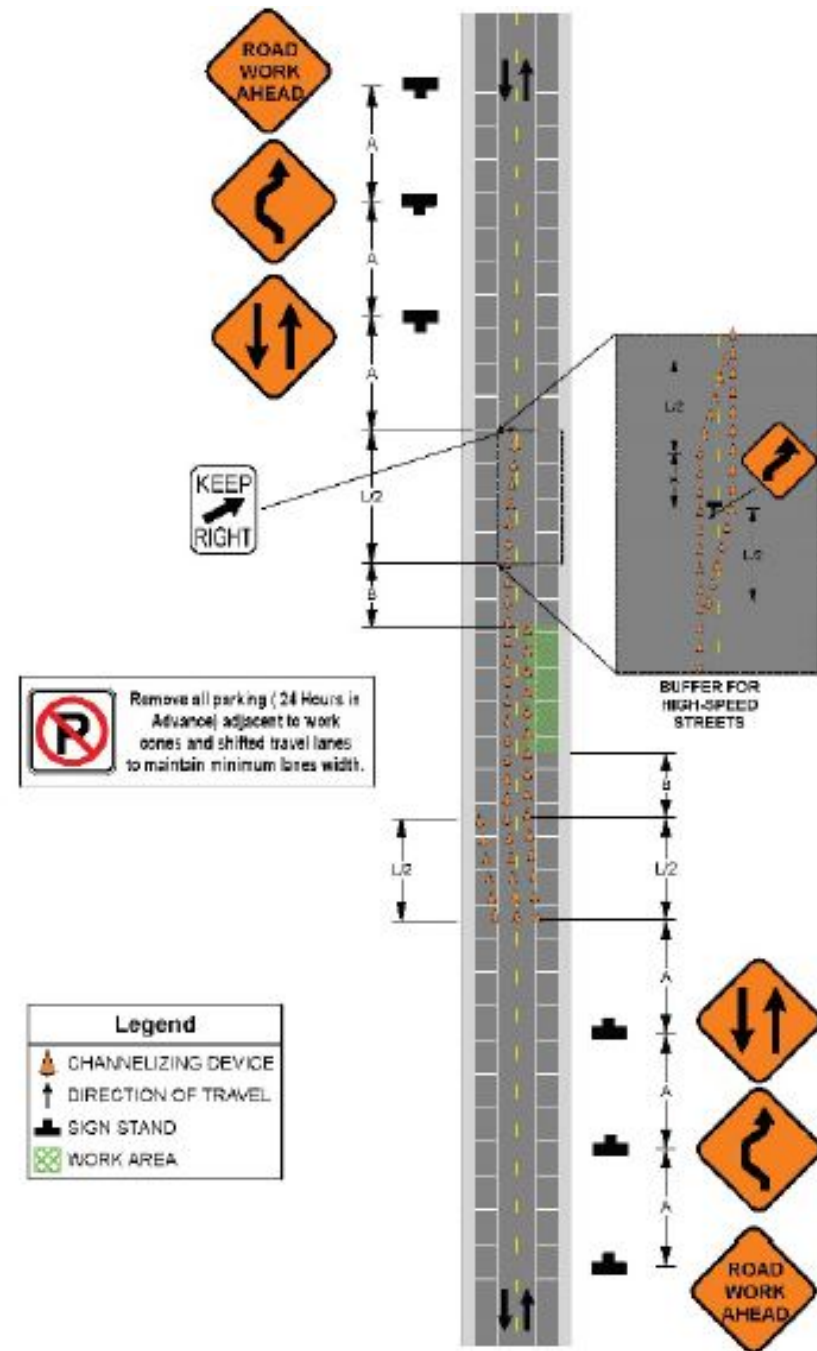
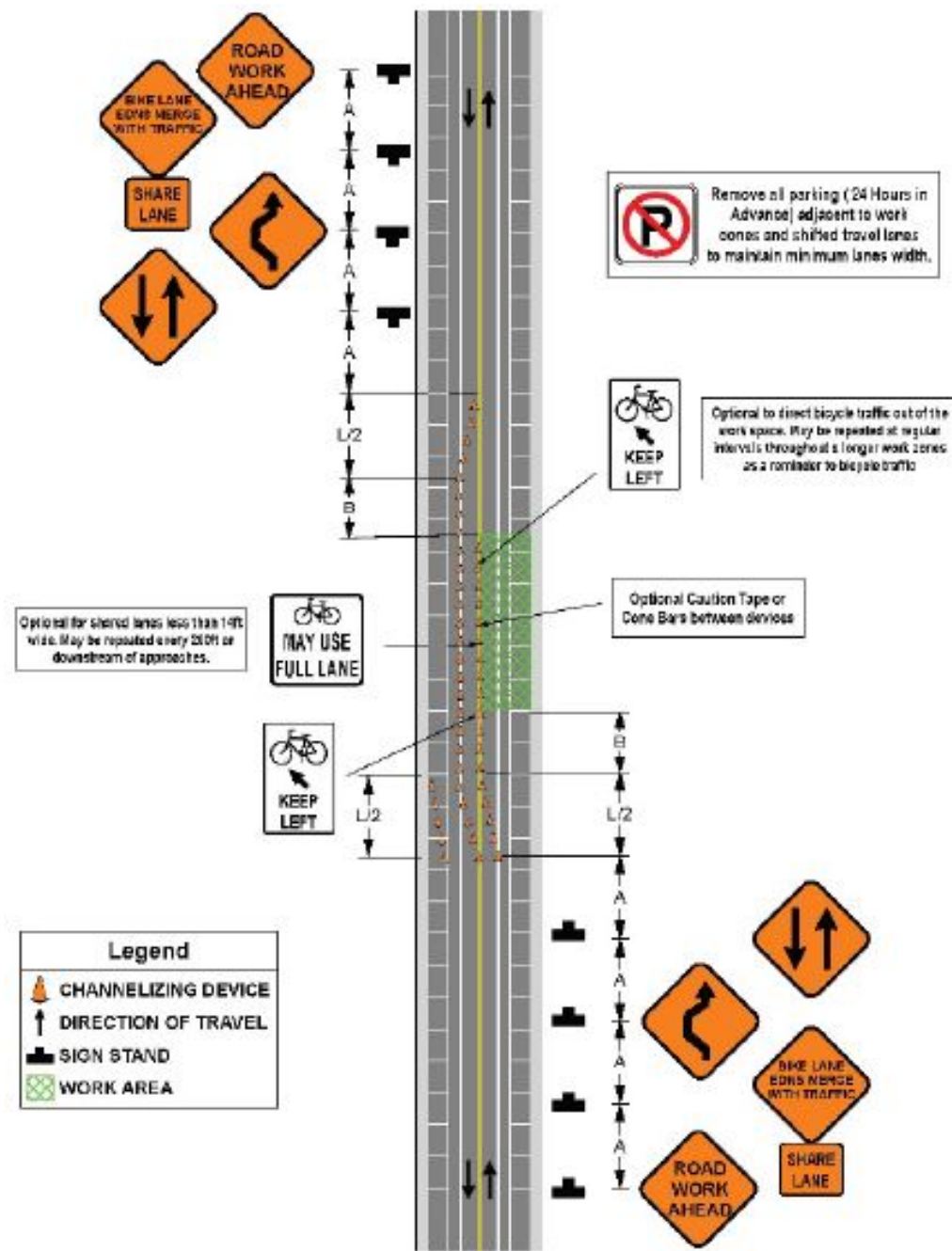


Left/Right Turn Lane Closures on Higher Volume Streets
 (I.E. Collectors, Arterials, etc.) Within Signalized Intersections
 (Contact Traffic Signal Staff)

Closures on Lower Volume Streets for Workzones within Intersections

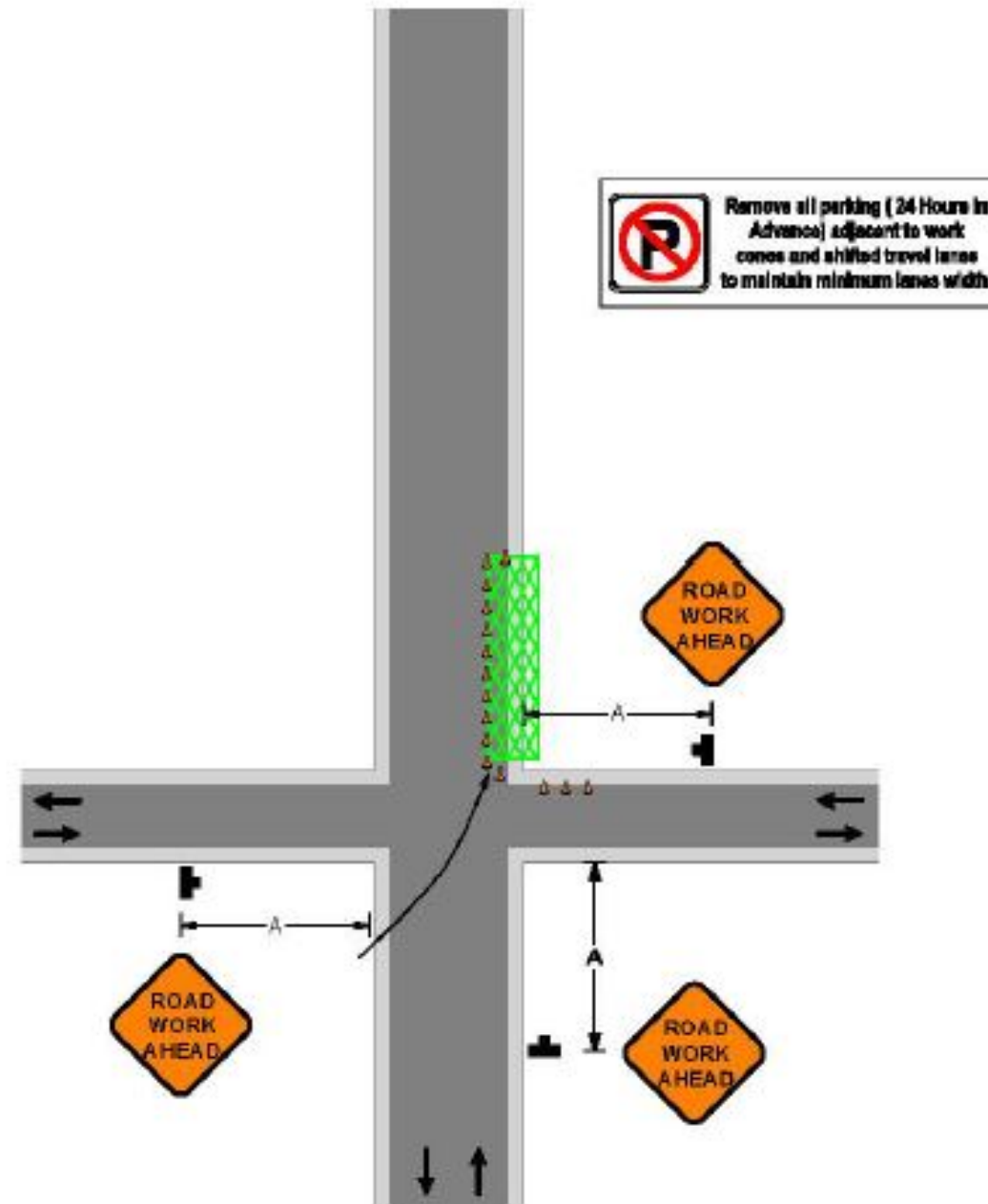
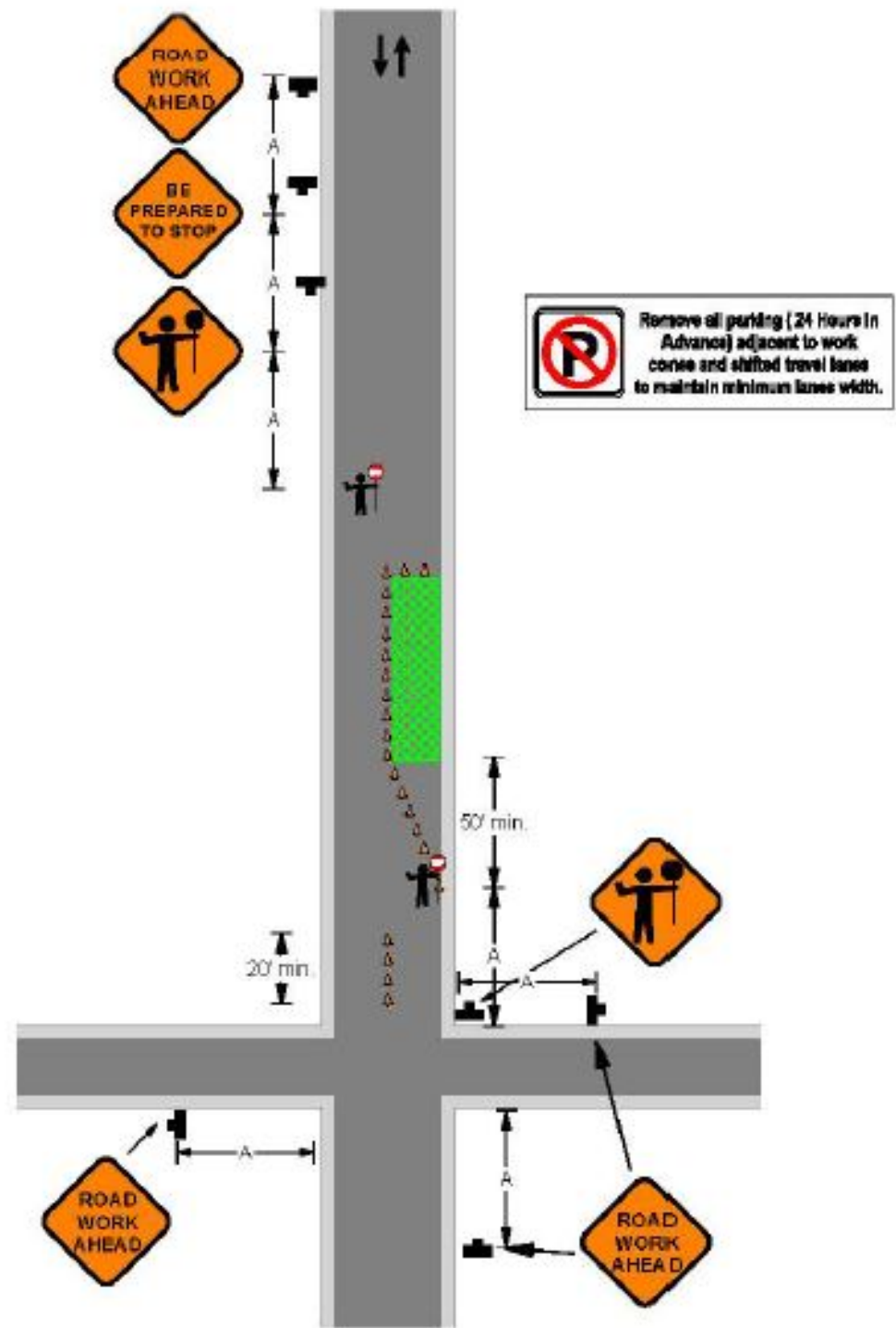
See Page A9 for A, B, C, L Distances





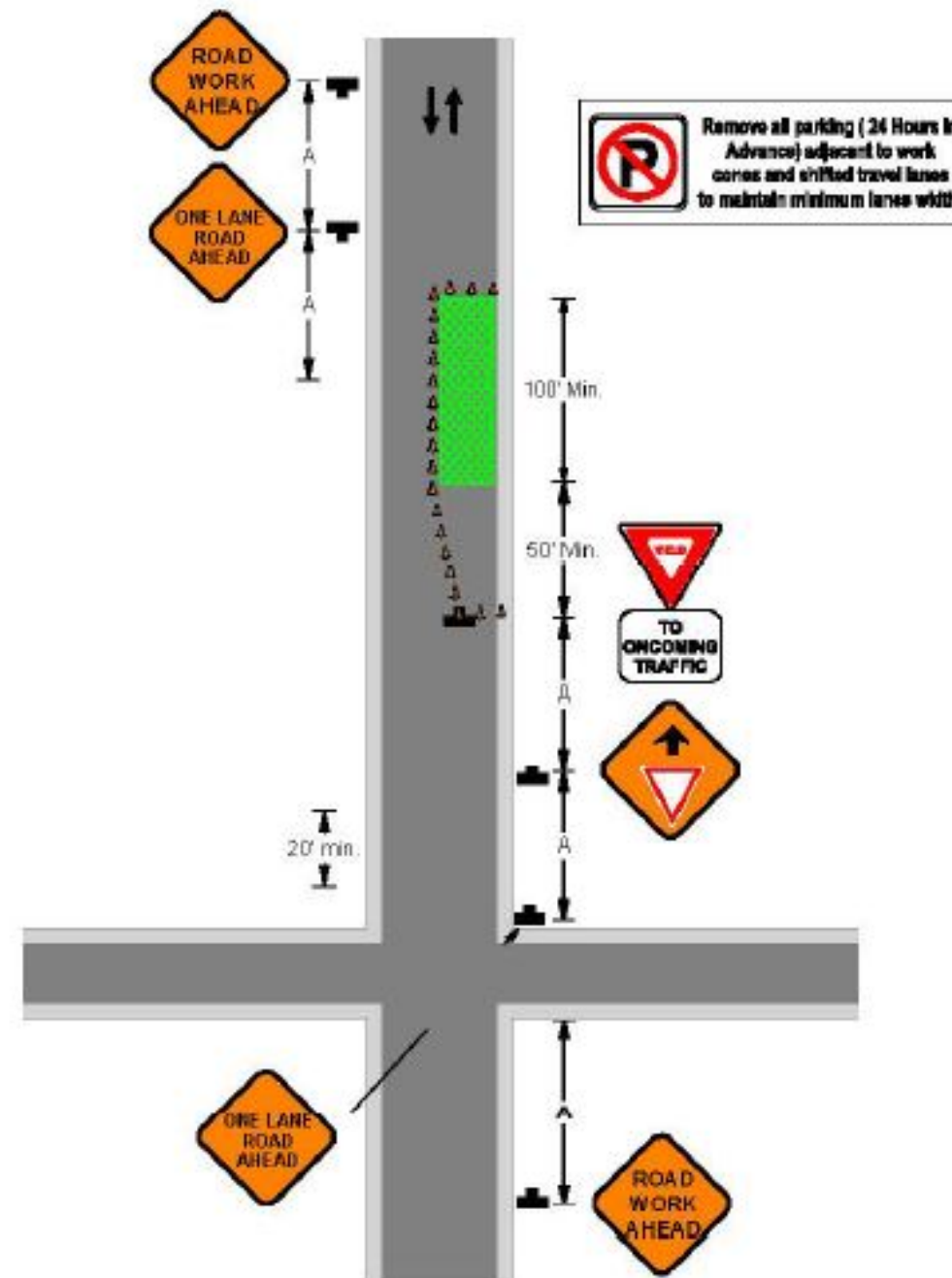
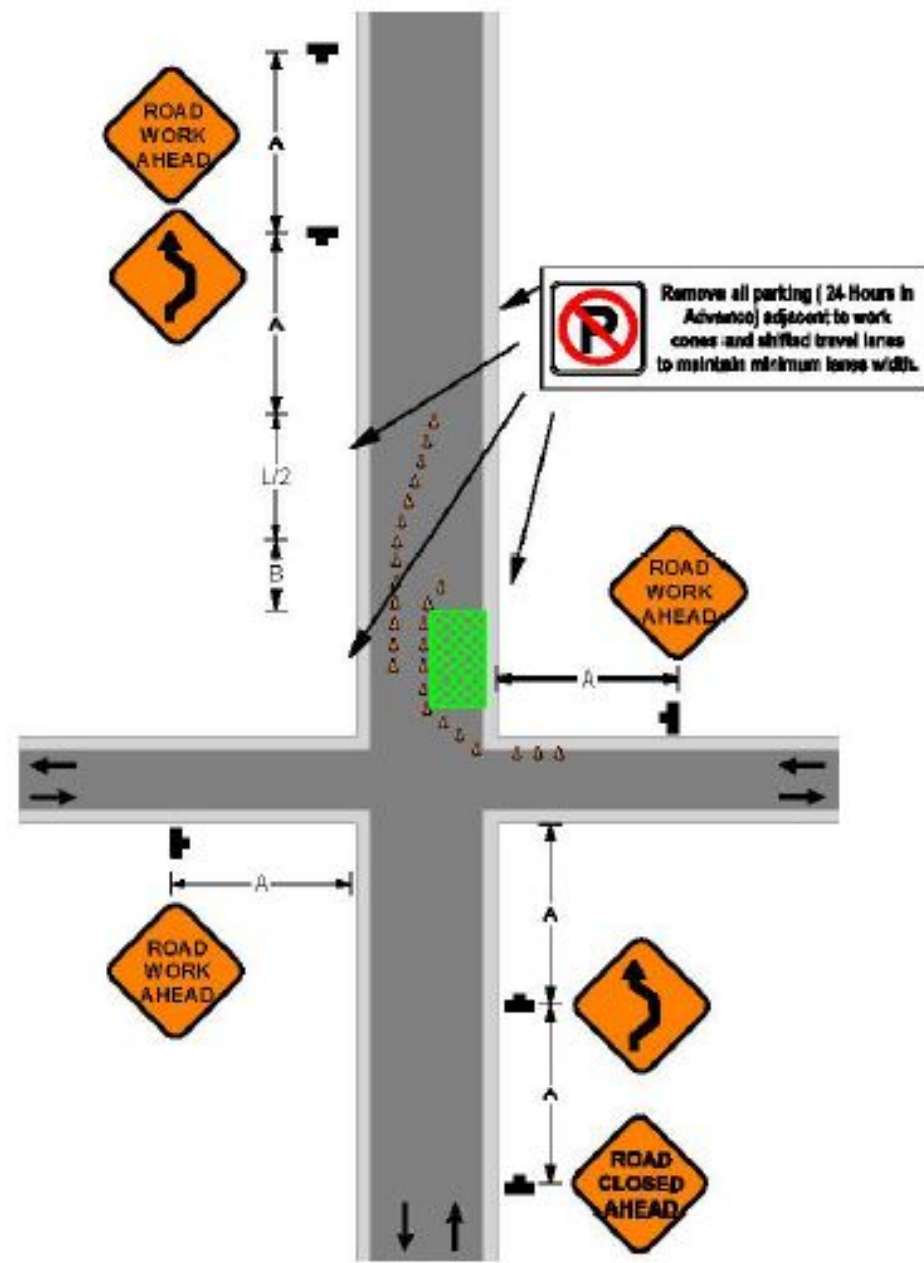
Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Type of Taper	Taper Length (L)
Merging Taper	At least L
Shifting Taper	At least 0.5 L
Shoulder Taper	At least .33 L
One-Lane, Two Way Traffic Taper	100 Ft. (30m) Maximum
Downstream Taper	100 Ft. (30m) per Lane

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

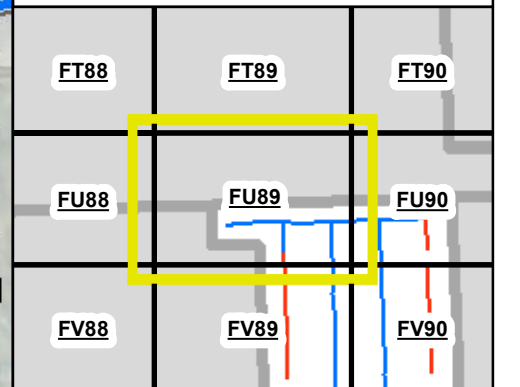
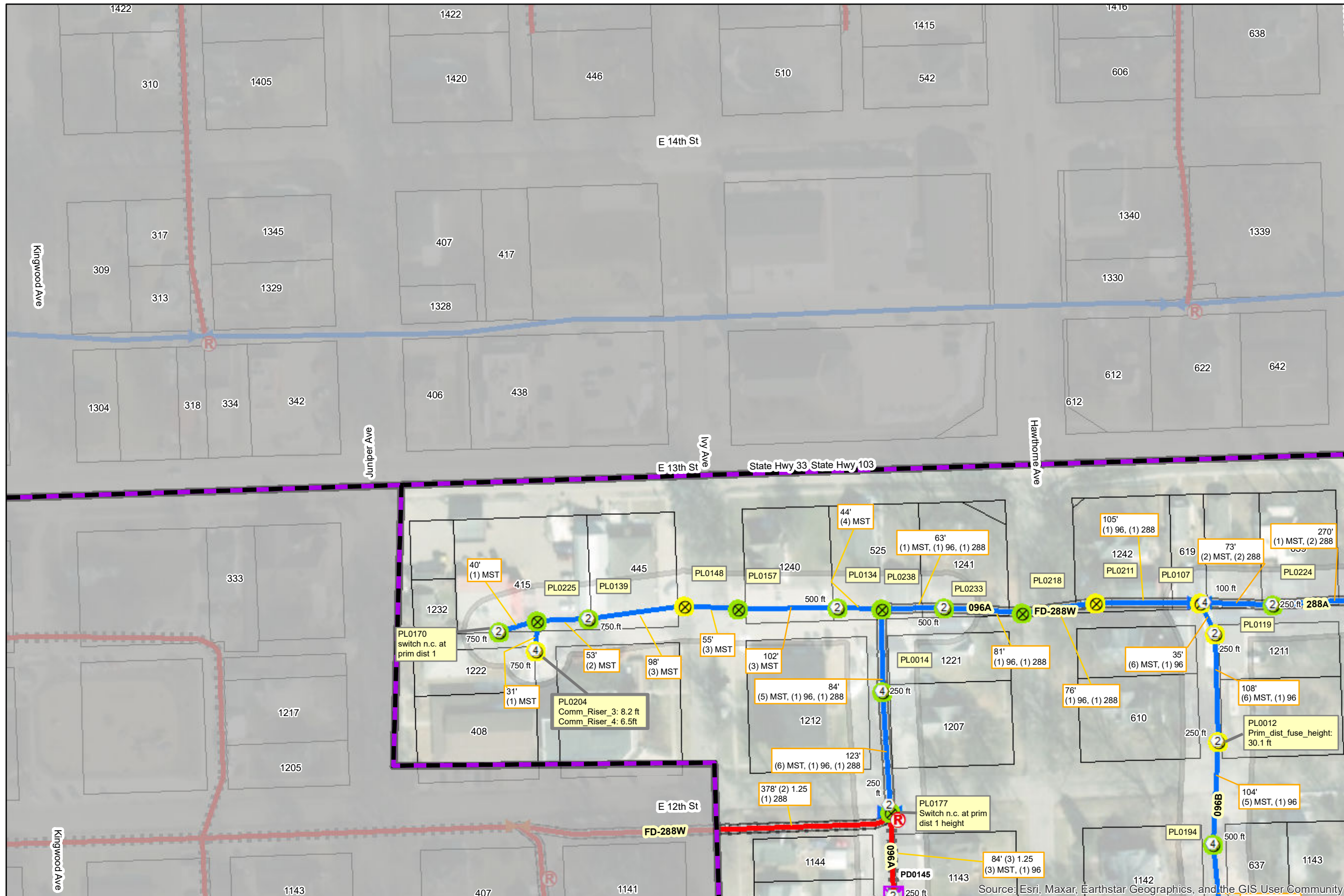
Lane Width	Speed in MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH
10 Ft.	Merging Taper	105'	150'	205'	270'	450'	500'	550'	600'	650'
11 Ft.	Merging Taper	115'	165'	225'	294'	495'	550'	605'	660'	715'
12 Ft.	Merging Taper	125'	180'	245'	320'	540'	600'	660'	720'	780'



PON: CRE-01-04
 DCR: DCR-187

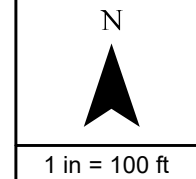
PERMIT:
 LEGEND Date: 5/2/2023

- | | | | |
|--|---------------|--|------------------------------|
| | PON | | STRUCTURE
Small PED |
| | MST 4 | | SPLICECLOSURE
Underground |
| | MST 2 | | Aerial |
| | RISER | | |
| | POLE
Power | | ROUTE
Placement Type |
| | Telecom | | UG Bore |
| | | | Aerial Strand |
| | | | Feeder Fiber |
| | | | Conduit |
| | | | MST Runs |



Notes: All proposed conduit in ROW, unless otherwise noted.

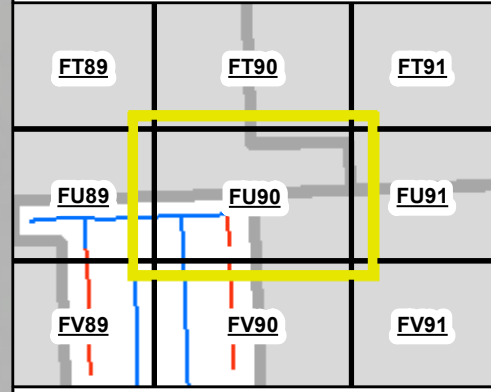
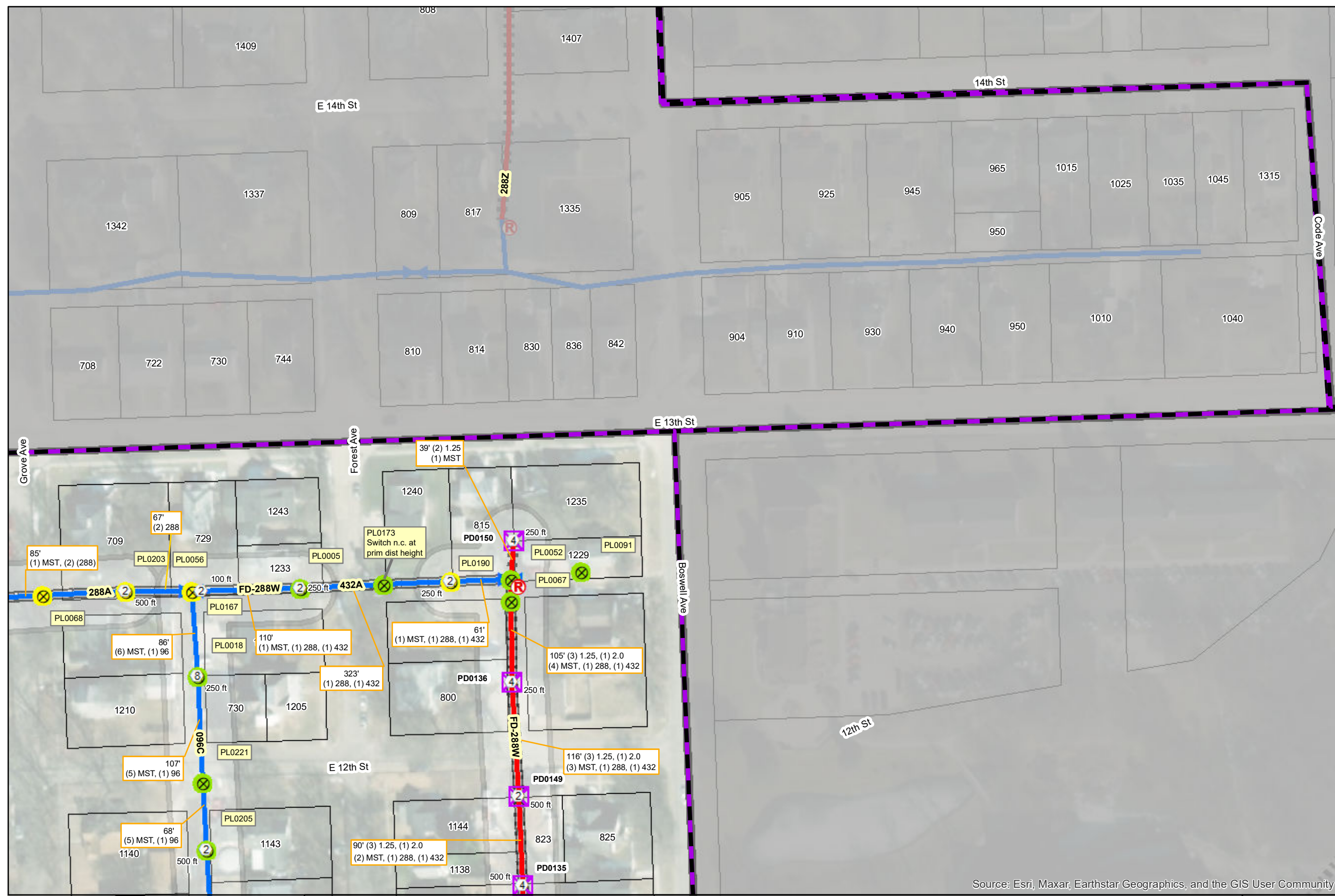
Revisions:



PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

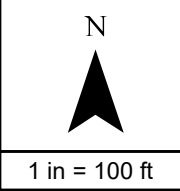
- PON
- STRUCTURE Small PED
- FIBEREQUIPMENT MST 8
- FIBEREQUIPMENT MST 4
- FIBEREQUIPMENT MST 2
- RISER
- POLE Power
- POLE Telecom
- SPLICECLOSURE
- Aerial
- ROUTE UG Bore
- ROUTE Aerial Strand
- Feeder Fiber
- Conduit
- MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

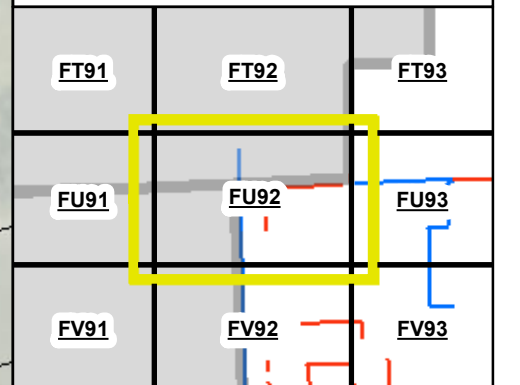
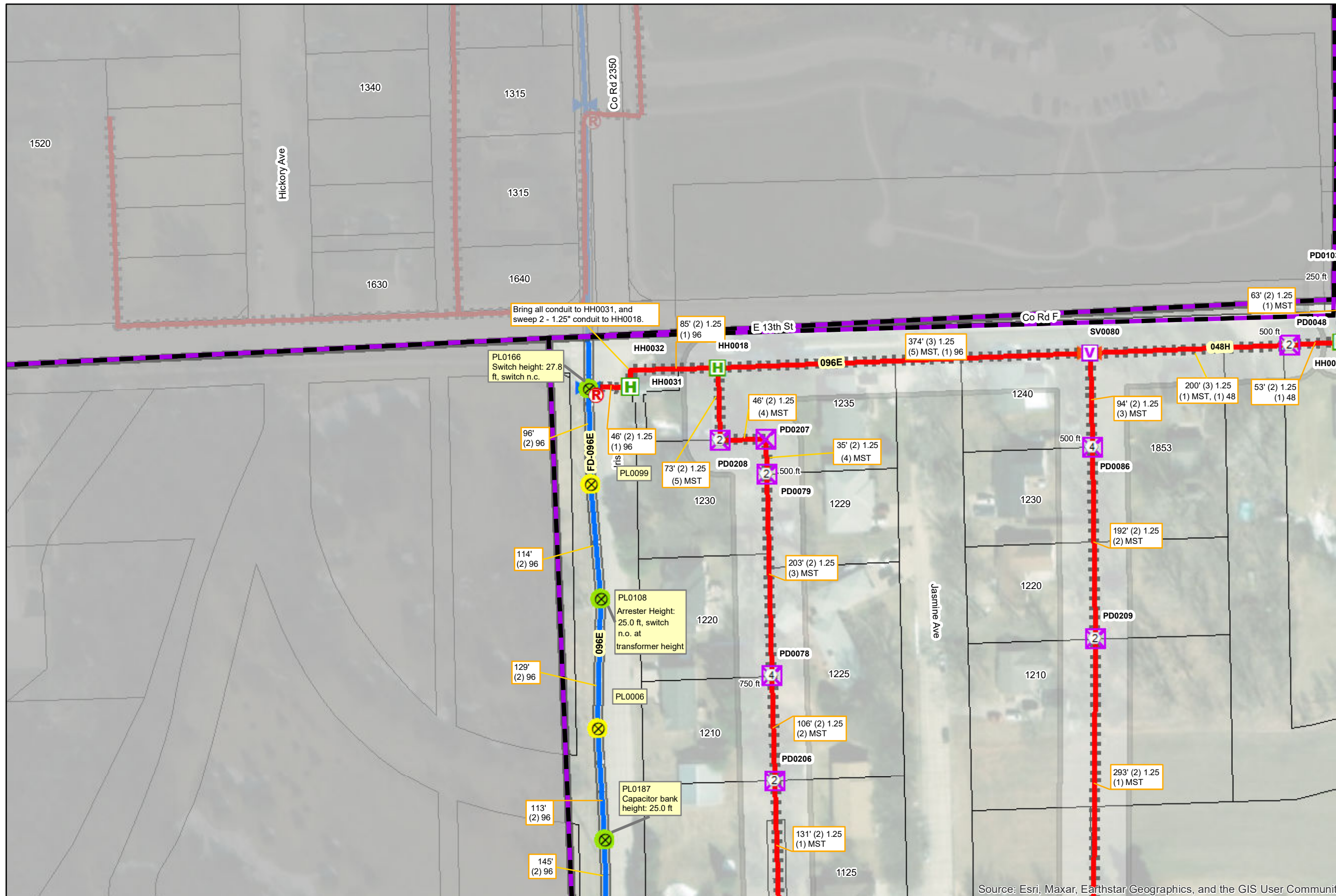
Revisions:



PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

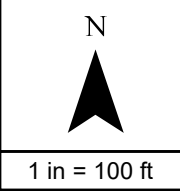
	PON		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 4		T36 Vault
	MST 2		T48 Vault
	RISER	SPLICECLOSURE	
	Power		Underground
	Telecom		Aerial
		ROUTE	
		Placement Type	
			UG Bore
			Aerial Strand
			Feeder Fiber
		Future MDU Drop	
			Future MDU Drop
			Conduit
			MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

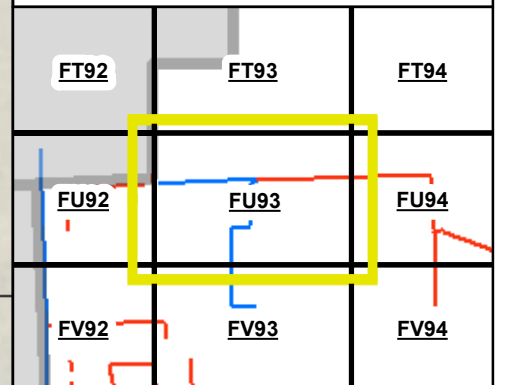
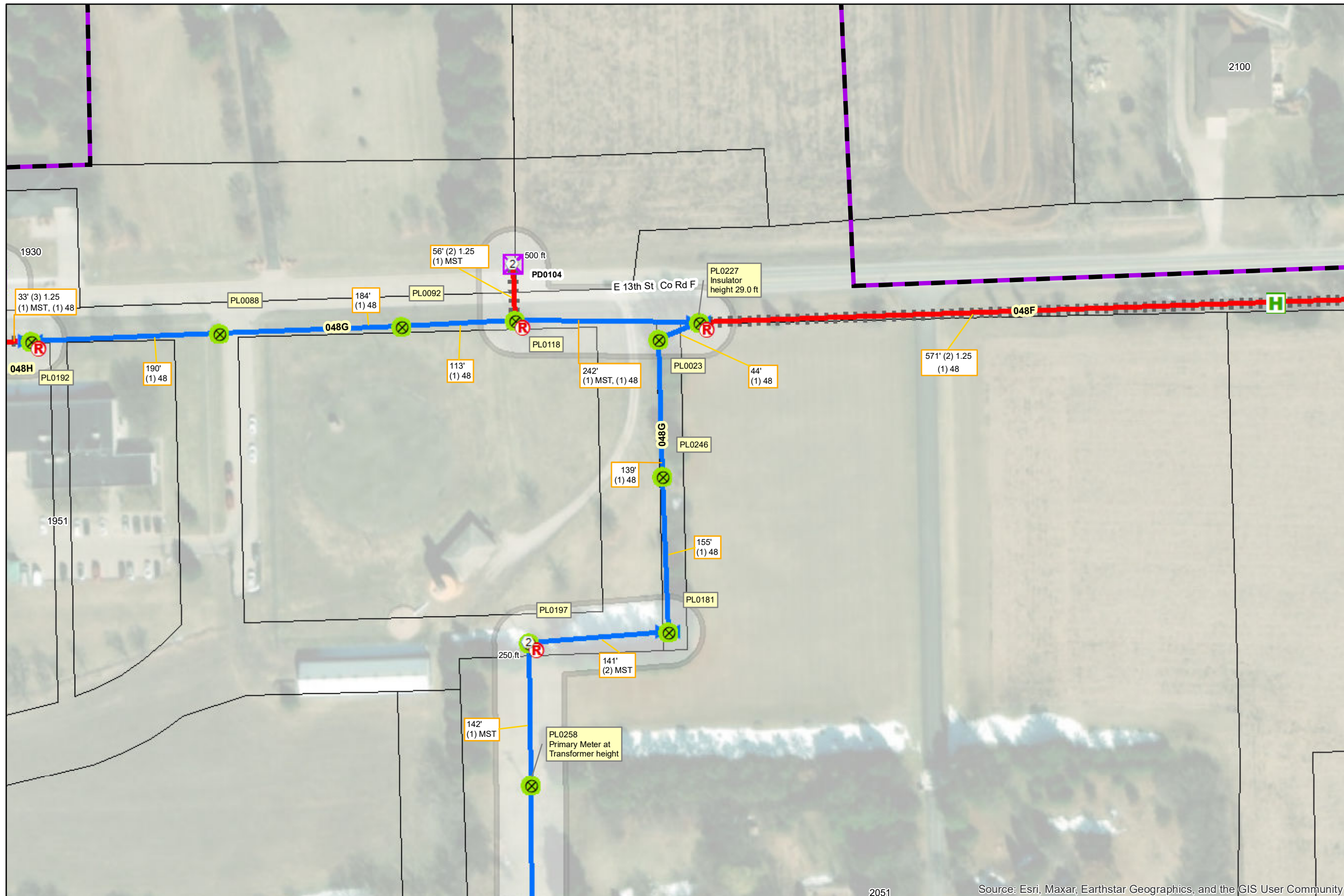
Revisions:



PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

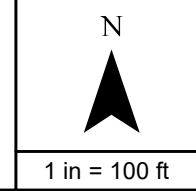
	POLE		STRUCTURE
			SPLICECLOSURE
			ROUTE
			Placement Type
			Future MDU Drop



2051 Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community










Notes: All proposed conduit in ROW, unless otherwise noted.

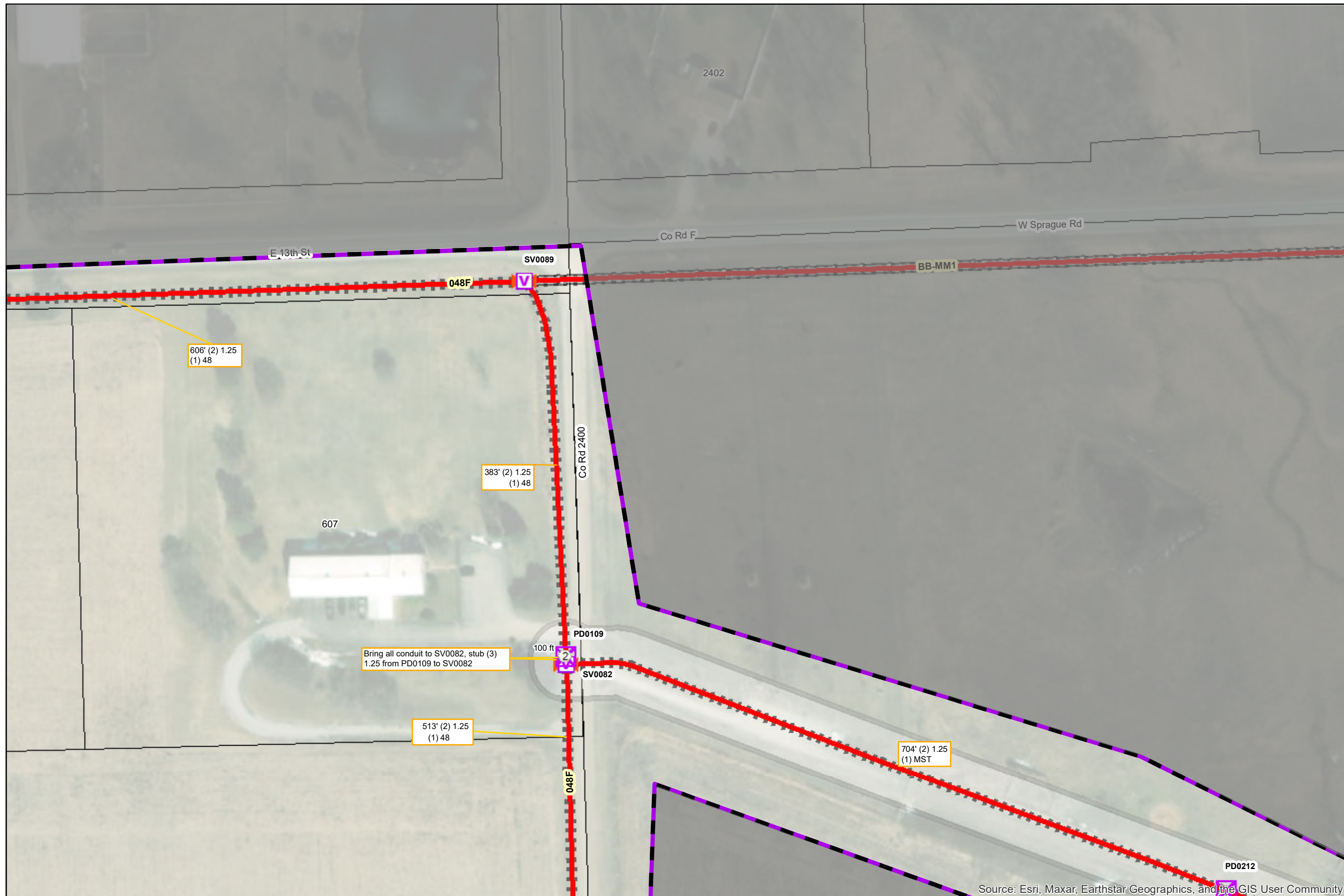
Revisions:



PON: CRE-01-04
 DCR: DCR-187

PERMIT: _____
 LEGEND Date: 5/2/2023

- STRUCTURE**
-  Small PED
 -  T48 Vault
- SPLICECLOSURE**
-  Underground
- ROUTE**
- Placement Type**
-  UG Bore
 -  Feeder Fiber
- Future MDU Drop**
-  Future MDU Drop
- FIBEREQUIPMENT**
-  MST 2
- CONDUIT**
-  Conduit
 -  MST Runs



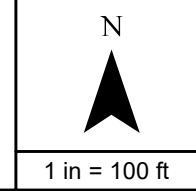
FT93	FT94	FT95
FU93	FU94	FU95
FV93	FV94	FV95

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

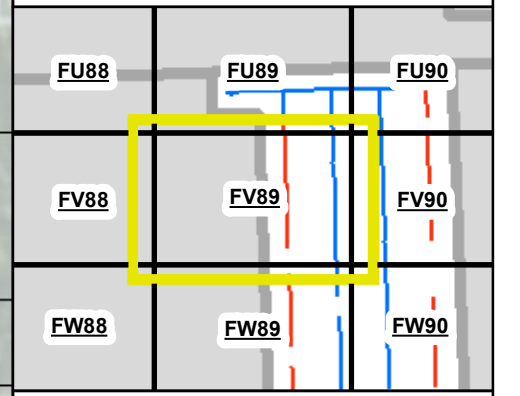
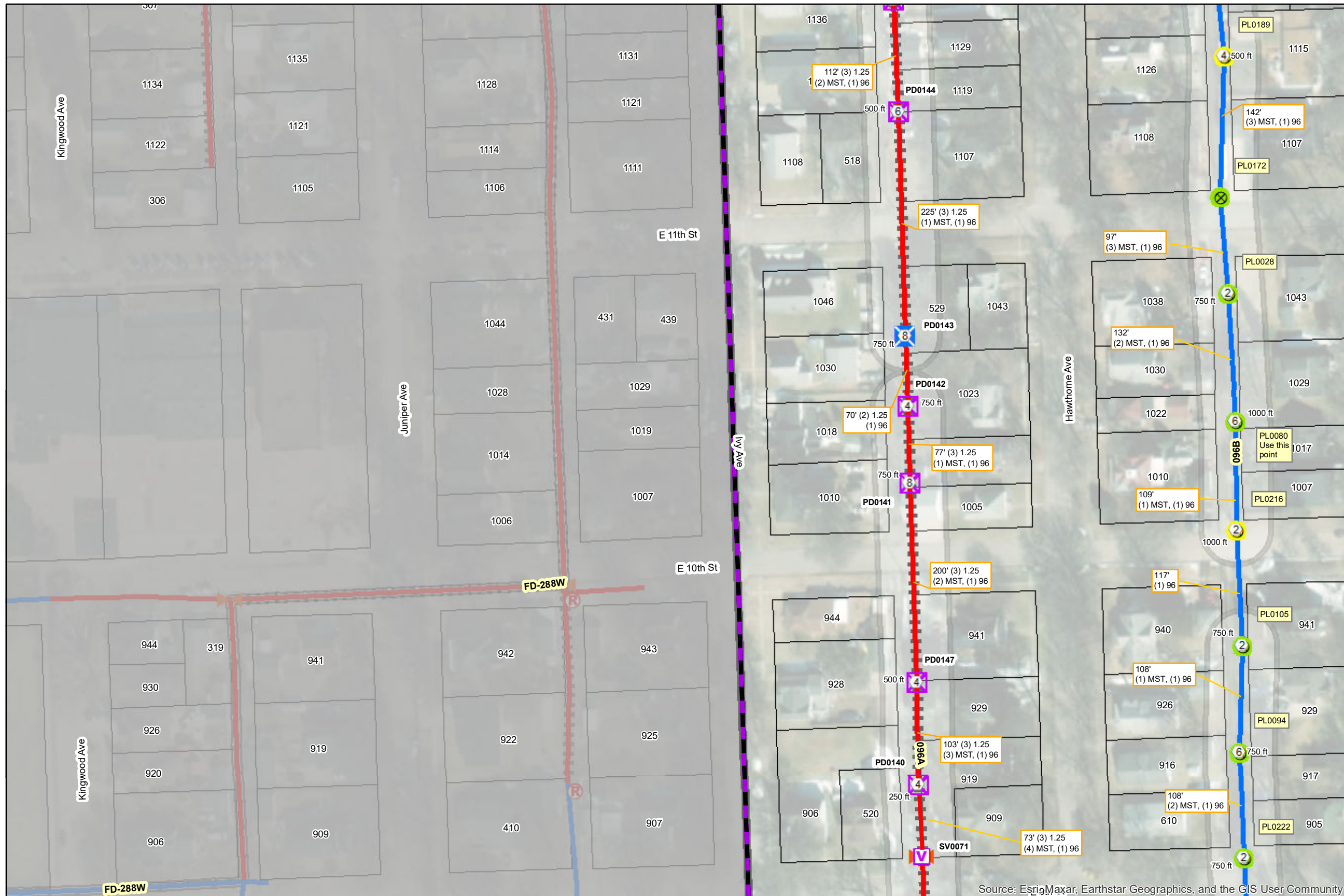


PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

	PON		Large PED
	MST 8		Small PED
	MST 6		T48 Vault
	MST 4		Underground
	MST 2		
	RISER		
	Power		
	Telecom		

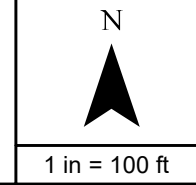
ROUTE	
Placement Type	
	UG Bore
	Aerial Strand
	Feeder Fiber
	Conduit
	MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

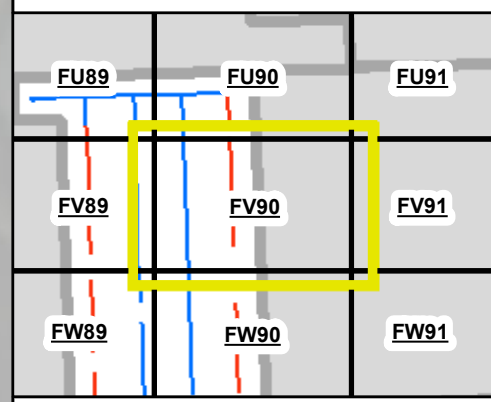




PON: CRE-01-04
DCR: DCR-187

PERMIT:
LEGEND Date: 5/2/2023

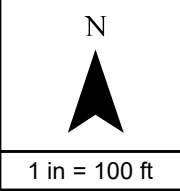
	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 8		Small PED
	MST 4		T48 Vault
	MST 2		SPLICECLOSURE
	POLE		Underground
			ROUTE
			Placement Type
			UG Bore
			Aerial Strand
			Feeder Fiber
			Conduit
			MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

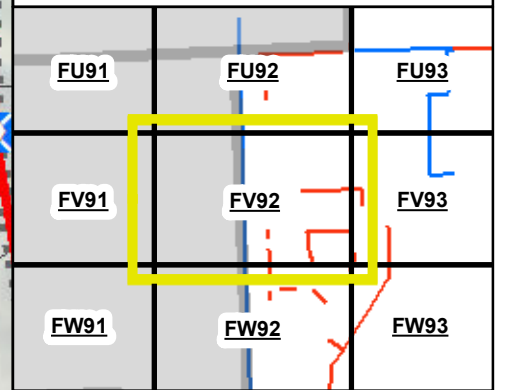
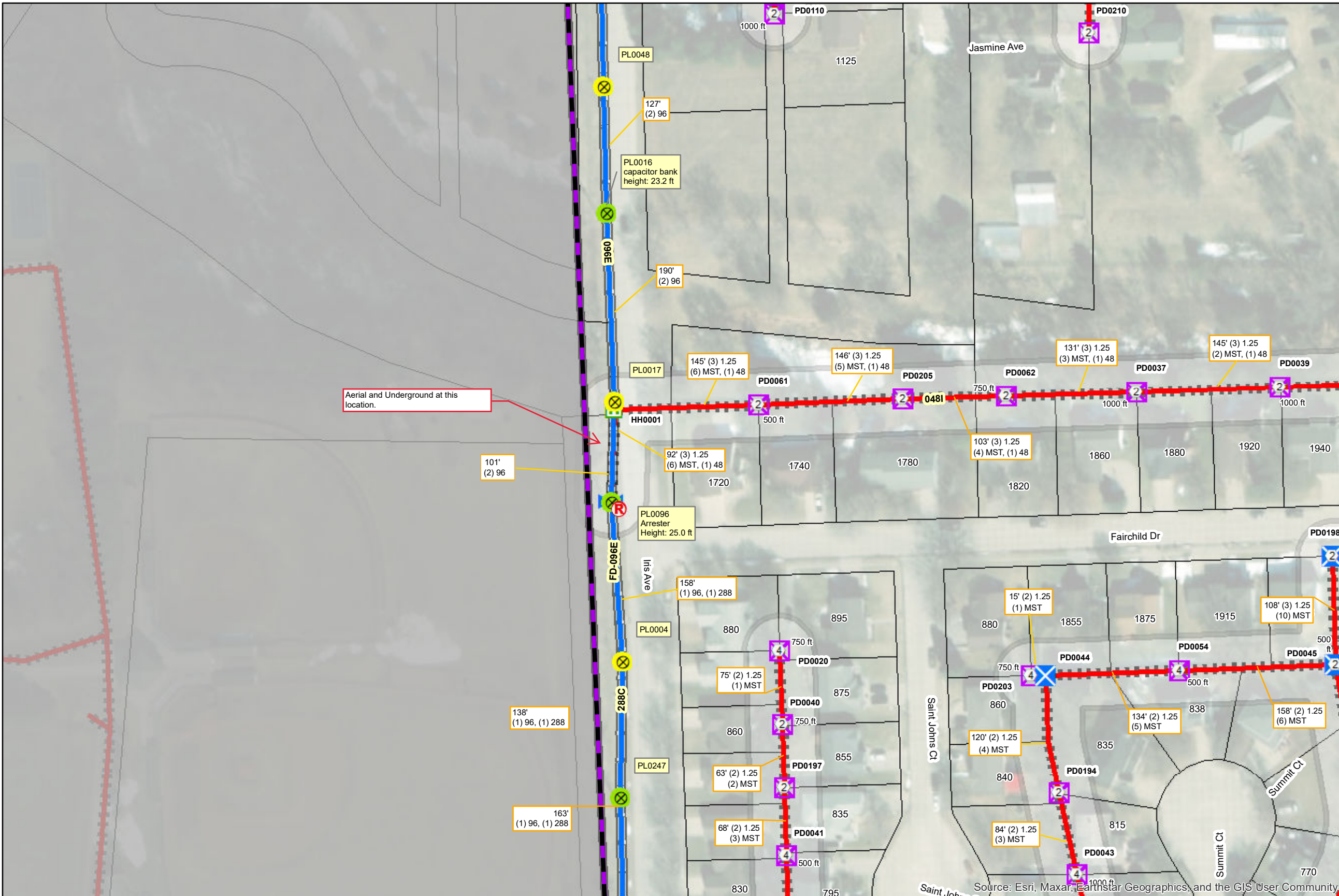


PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

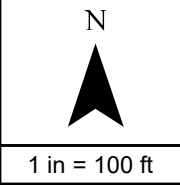
	PON		STRUCTURE Large PED
	MST 4		Small PED
	MST 2		T36 Vault
	RISER		SPLICECLOSURE Aerial
	Power		ROUTE Placement Type UG Bore
	Telecom		Aerial Strand
			Feeder Fiber
			Future MDU Drop
			Conduit
			MST Runs

Aerial and Underground at this location.



Notes: All proposed conduit in ROW, unless otherwise noted.

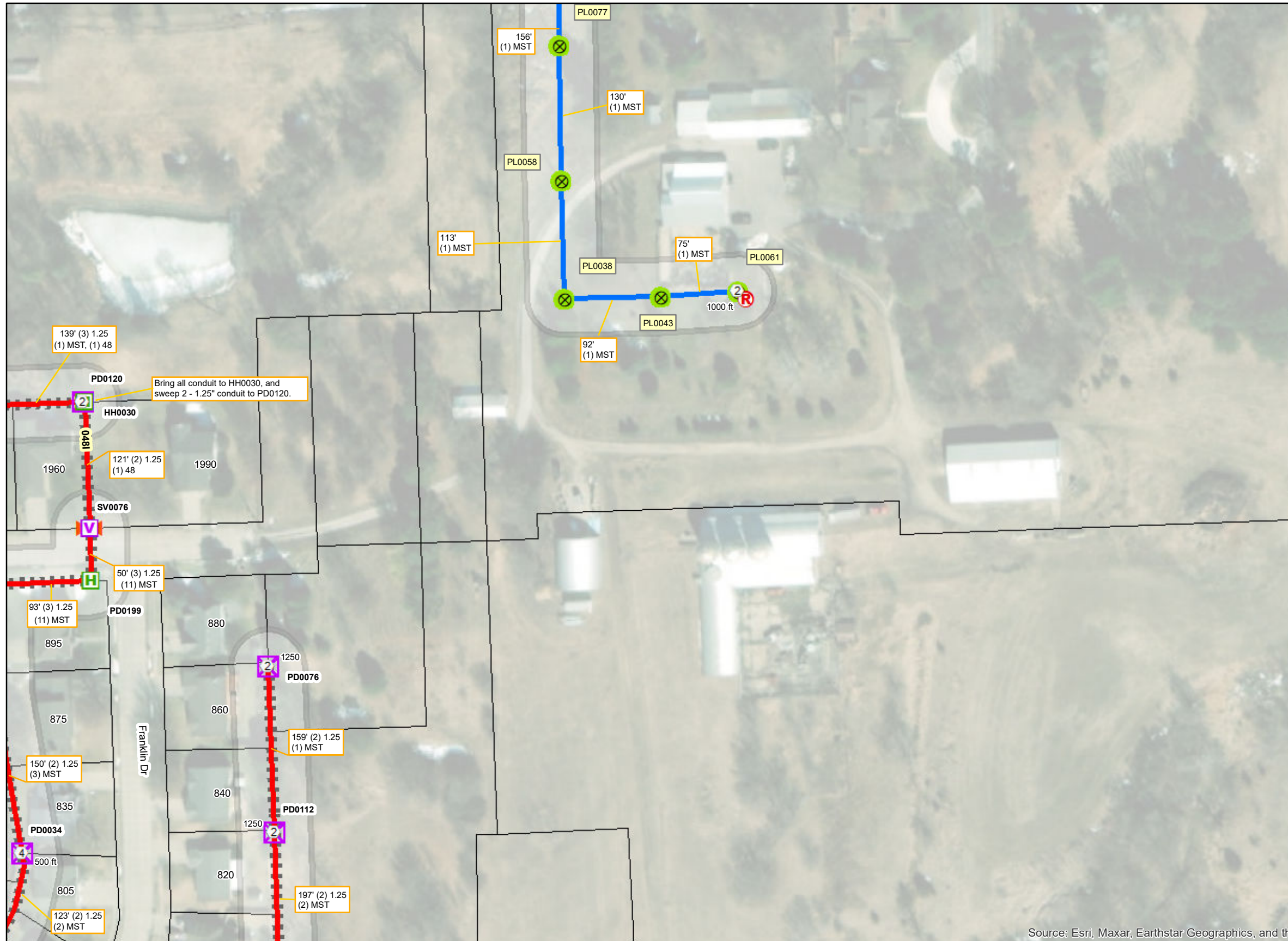
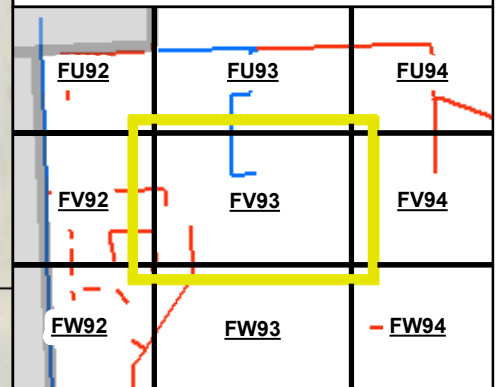
Revisions:



PON: CRE-01-04
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- | | | | |
|------------------------|-----------------|--|------------------------------|
| | PON | | STRUCTURE
Large PED |
| | MST 4 | | Small PED |
| | MST 2 | | T36 Vault |
| | RISER | | T48 Vault |
| | POLE
Power | | SPLICECLOSURE
Underground |
| ROUTE | | | |
| Placement Type | | | |
| | UG Bore | | |
| | Aerial Strand | | |
| Future MDU Drop | | | |
| | Future MDU Drop | | |
| | Conduit | | |
| | MST Runs | | |

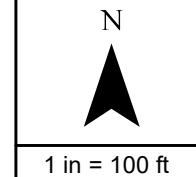


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.



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




PON: CRE-01-04
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STRUCTURE

PON  FIBEREQUIPMENT 


MST 2  Small PED  T36 Vault 



ROUTE

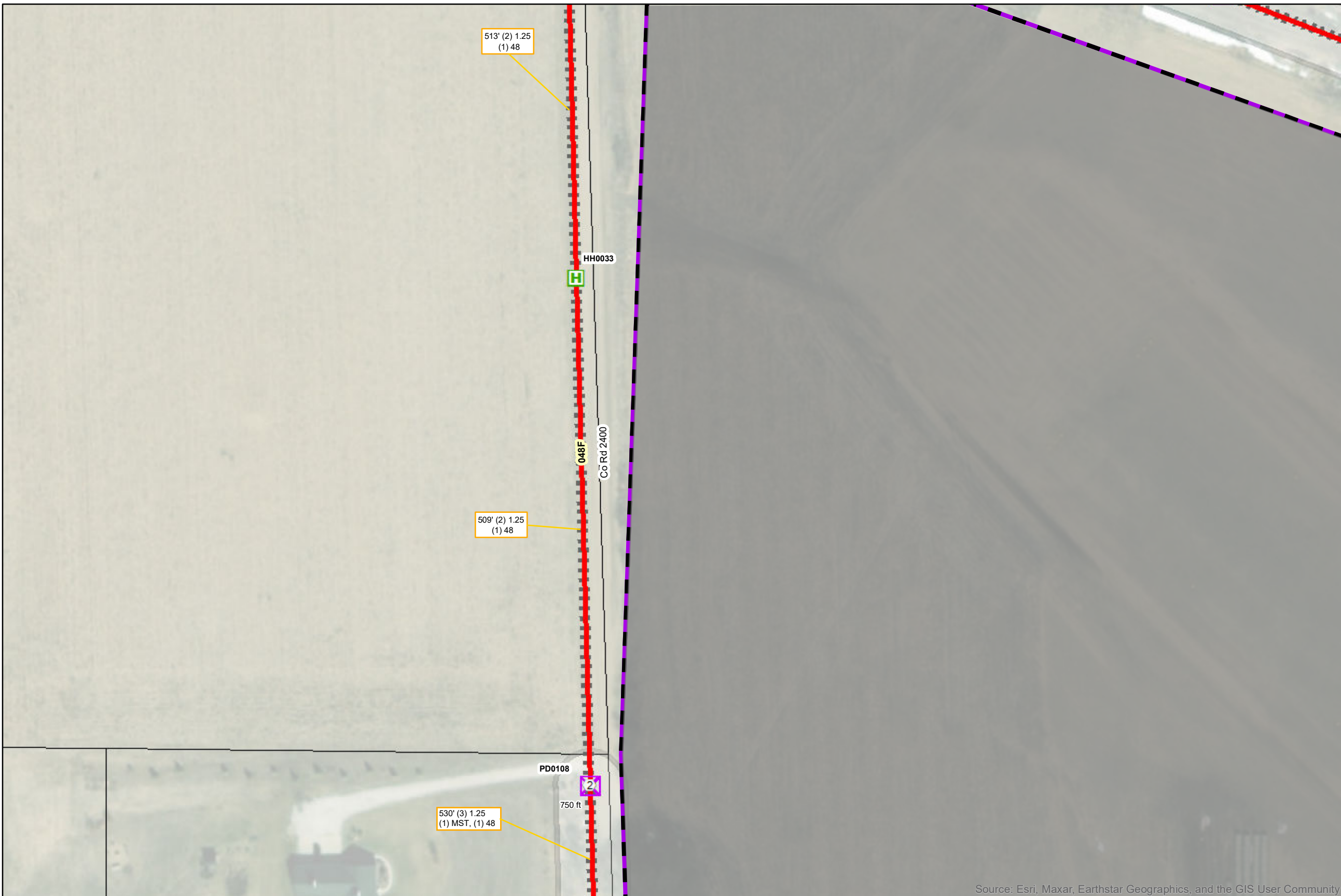
Placement Type










UG Bore  Future MDU Drop

Future MDU Drop

Future MDU Drop 

Conduit  MST Runs 



 FU93	 FU94	 FU95
 FV93	 FV94	 FV95
 FW93	 FW94	 FW95


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:







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1 in = 100 ft

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-  PON
-  STRUCTURE Small PED
-  MST 2
- ROUTE**
- Placement Type**
-  UG Bore
-  Conduit
-  MST Runs



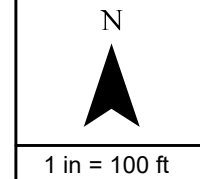
 FU94	FU95	FU96
FV94	FV95	FV96
 FW94	FW95	FW96

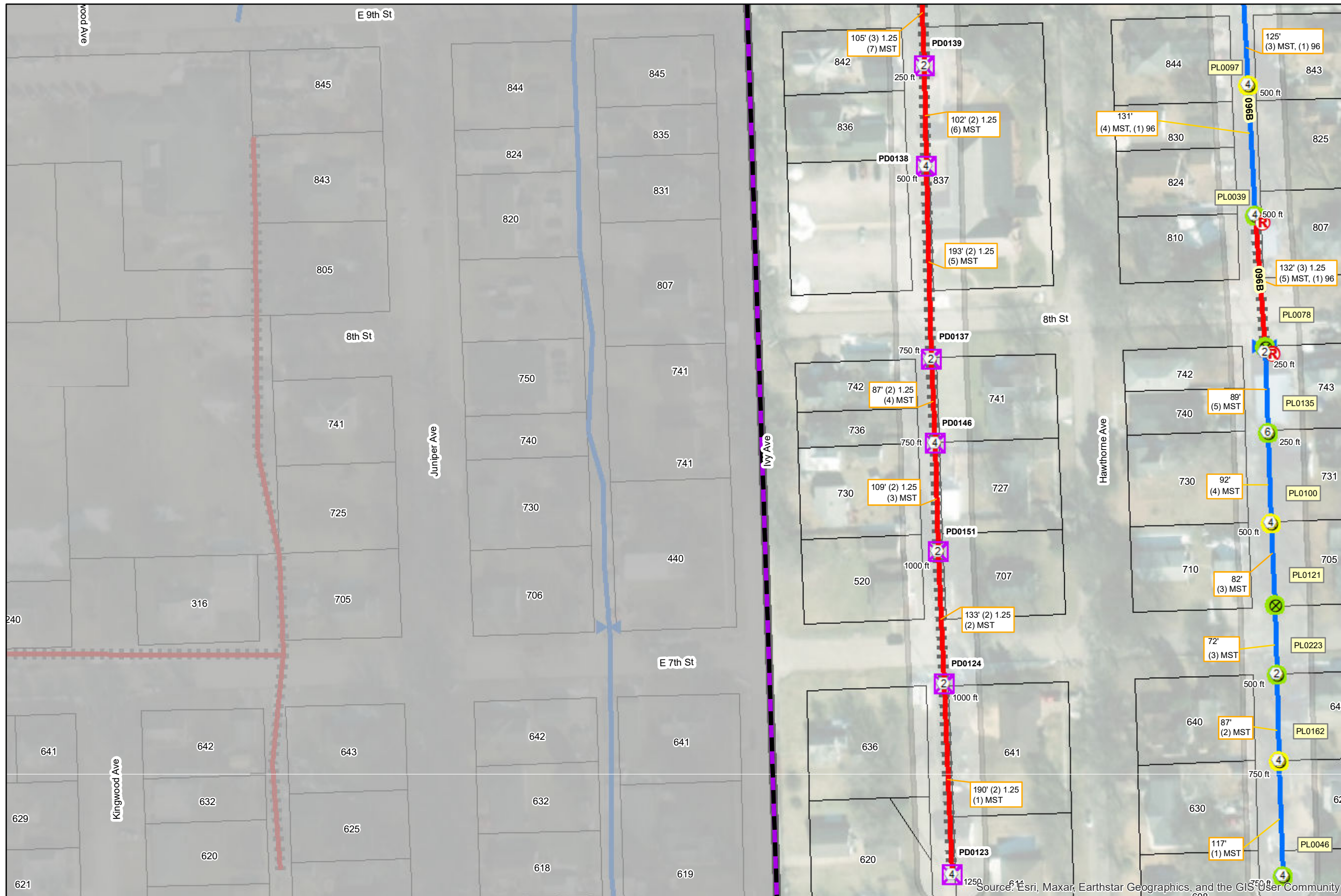
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

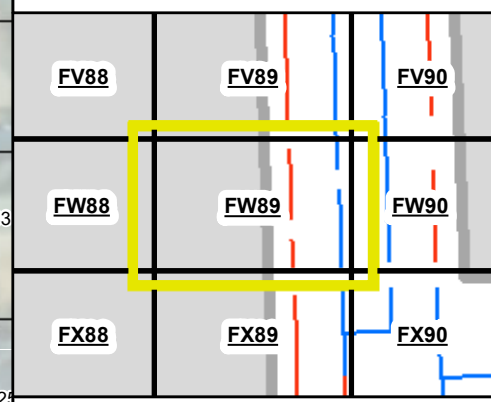




PON: CRE-01-04
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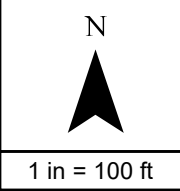
PERMIT: _____
 LEGEND Date: 5/2/2023

	PON		STRUCTURE
	MST 6		Small PED
	MST 4		SPLICECLOSURE
	MST 2		Aerial
	RISER		ROUTE
	Power		UG Bore
	Telecom		Aerial Strand
			Feeder Fiber
			Conduit
			MST Runs



Notes: All proposed conduit in ROW, unless otherwise noted.

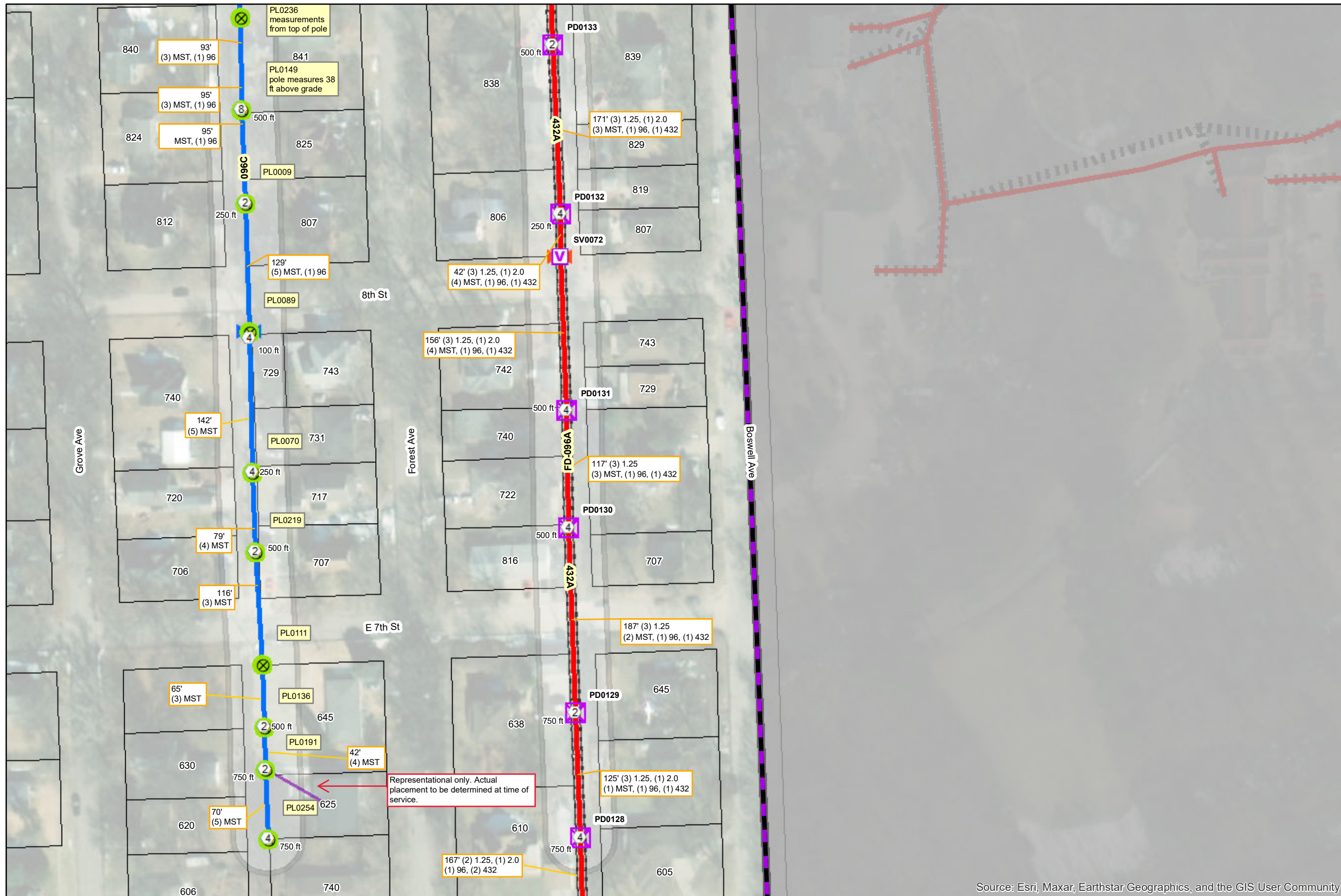
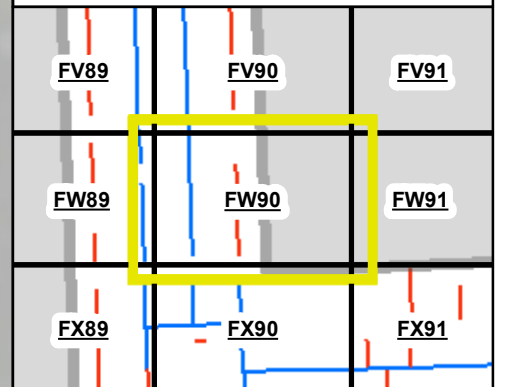
Revisions:



PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

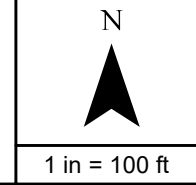
	PON		Small PED
	MST 8		T48 Vault
	MST 4		Underground
	MST 2		Aerial
	Power	ROUTE	
ROUTE		Placement Type	
			UG Bore
			Aerial Strand
			Feeder Fiber
		Future MDU Drop	
			Future MDU Drop
			Conduit
			MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

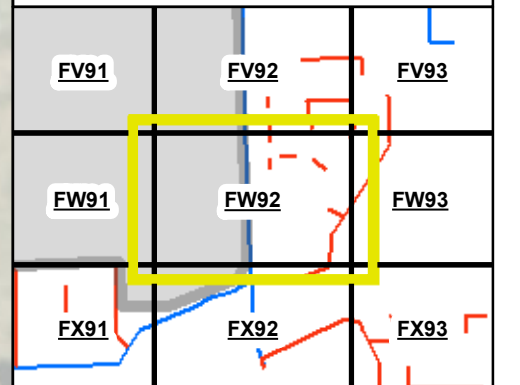
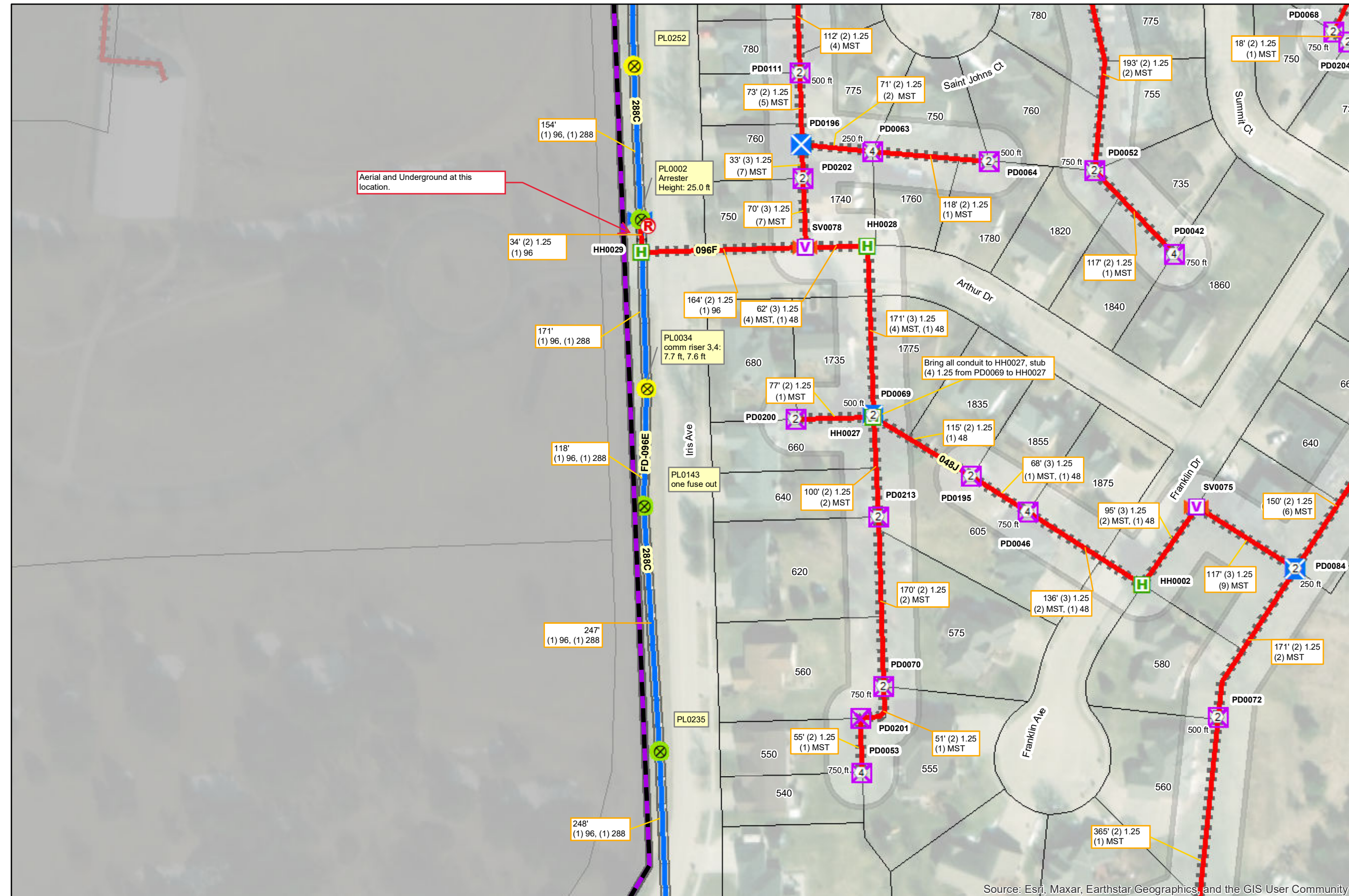


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	STRUCTURE
	Large PED
	Small PED
	T36 Vault
	T48 Vault
POLE	SPLICECLOSURE
	Underground
	Aerial
ROUTE	
Placement Type	
	UG Bore
	Aerial Strand
	Feeder Fiber
Future MDU Drop	
	Future MDU Drop
	Conduit
	MST Runs

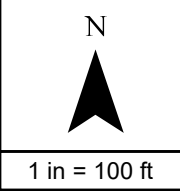
Aerial and Underground at this location.

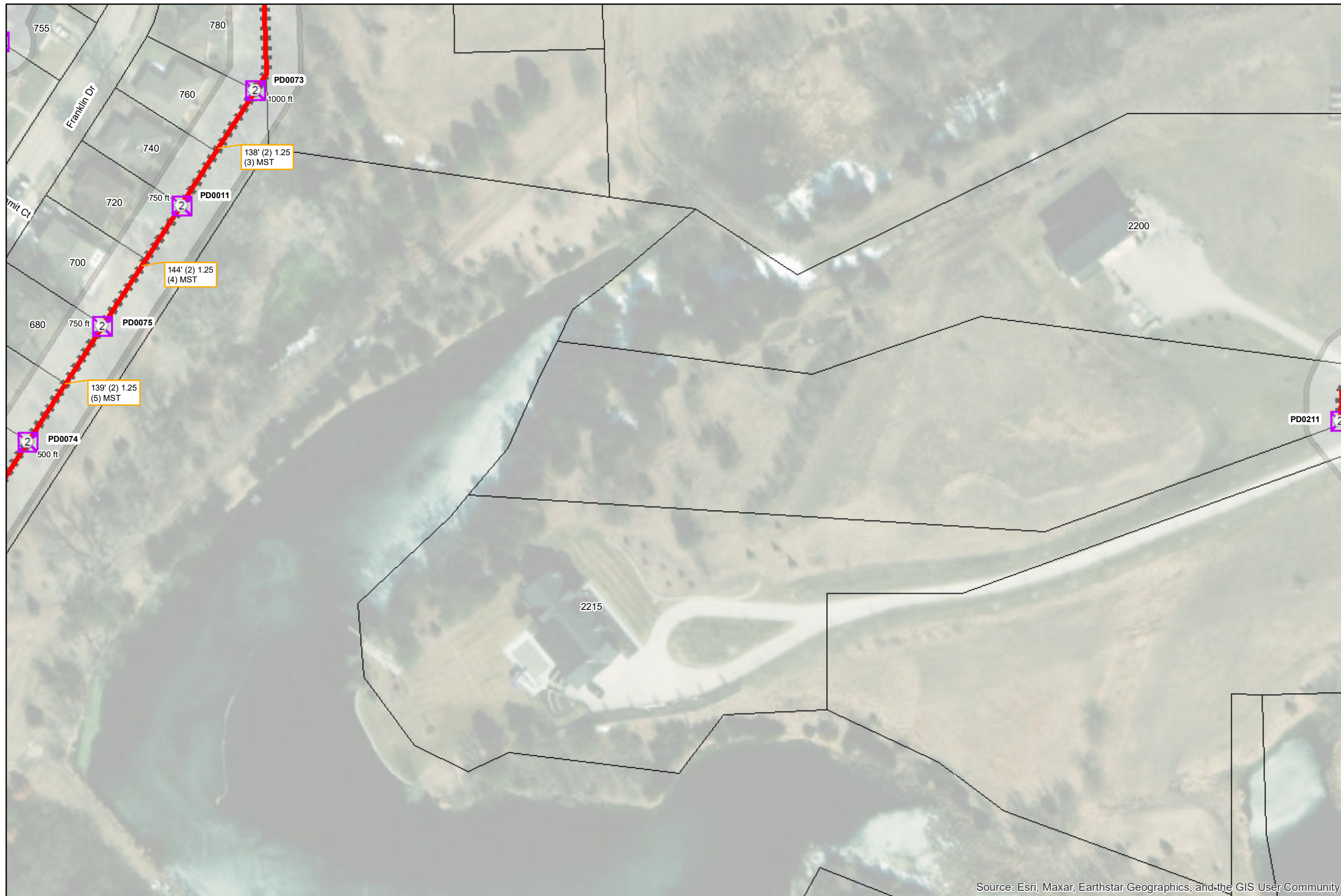


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:





PON: CRE-01-04
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STRUCTURE

POB Small PED

FIBEREQUIPMENT

ROUTE

Placement Type

UG Bore

Conduit

MST Runs

FV92	FV93	FV94
FW92	FW93	FW94
FX92	FX93	FX94

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.









Revisions:

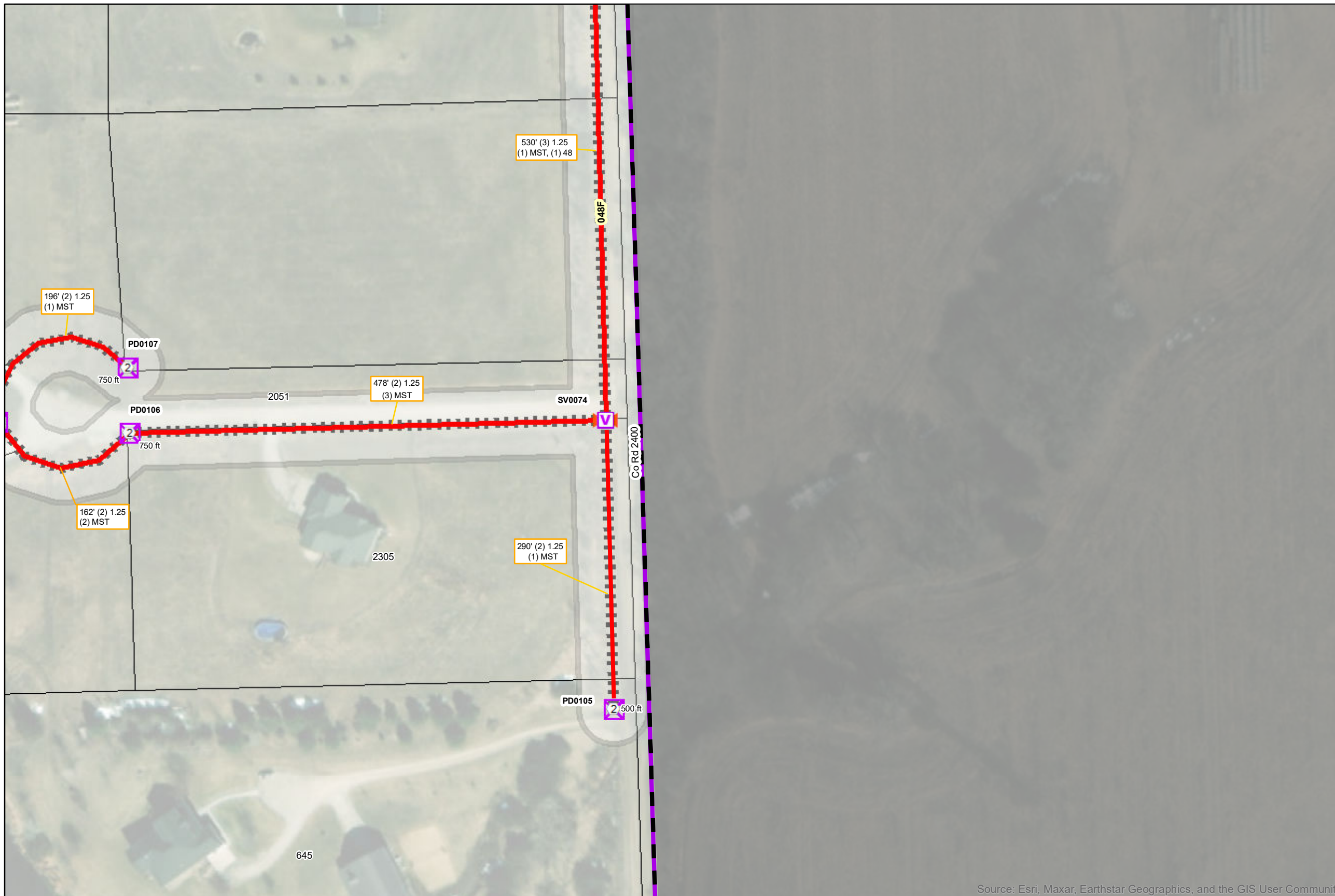
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





1 in = 100 ft

PON: CRE-01-04
 DCR: DCR-187

PERMIT: _____
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- STRUCTURE**
-  Small PED
 -  T48 Vault
- SPLICECLOSURE**
-  Underground
- ROUTE**
- Placement Type**
-  UG Bore
- Future MDU Drop**
-  Future MDU Drop
- FIBEREQUIPMENT**
-  MST 2
- Conduit**
-  Conduit
- MST Runs**
-  MST Runs



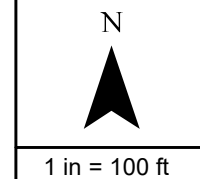
		
FV93	FV94	FV95
		
FW93	FW94	FW95
		
FX93	FX94	FX95

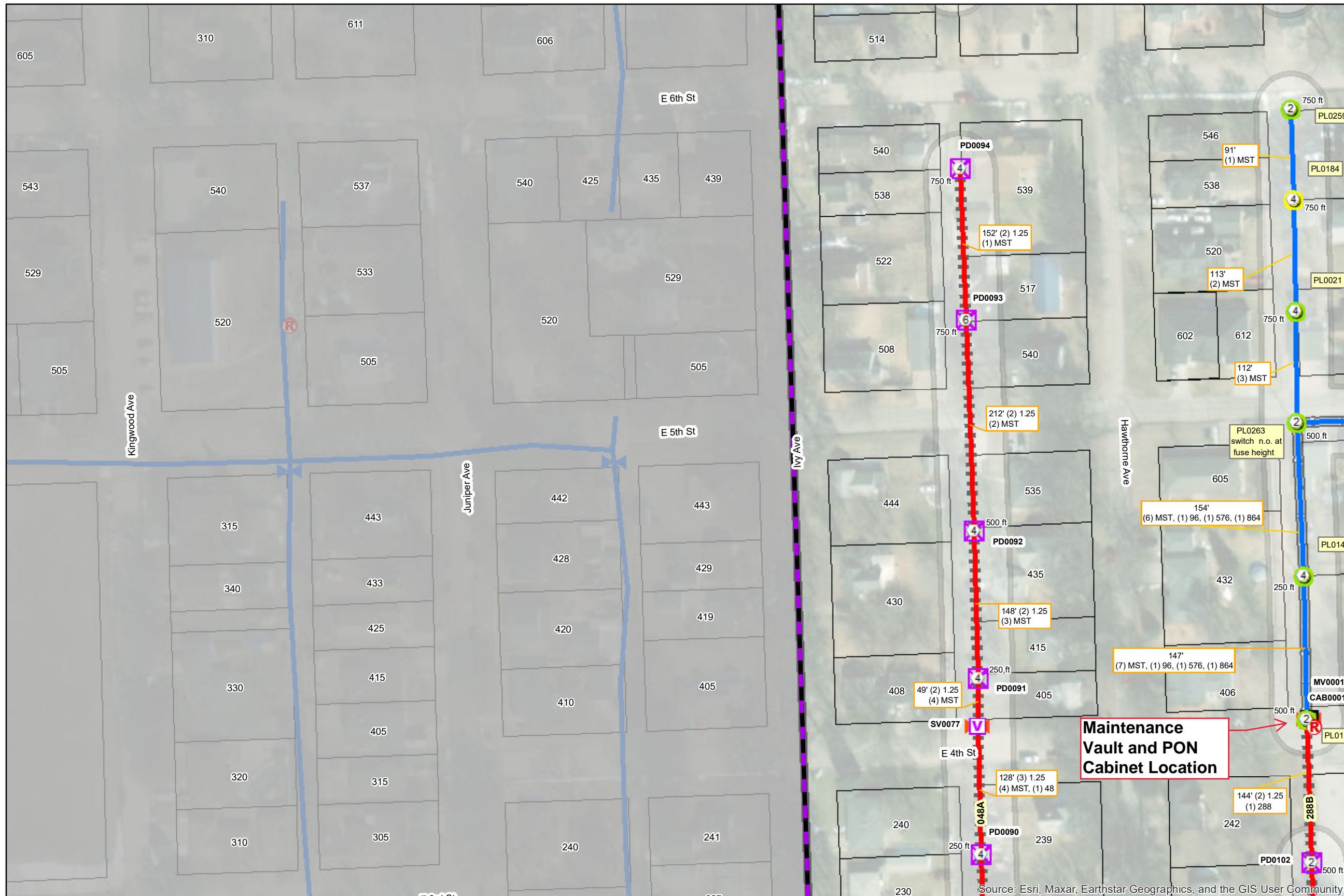
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:





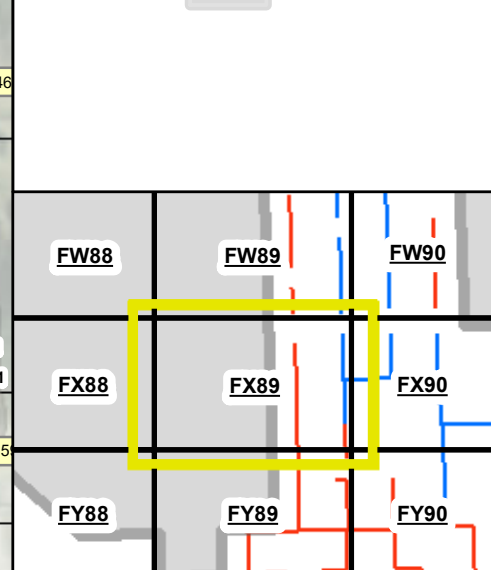
PON: CRE-01-04
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PERMIT:
 LEGEND Date: 5/2/2023

STRUCTURE	
	576 Cabinet
	Small PED
	T48 Vault
	T60 Vault

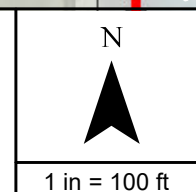
SPLICECLOSURE	
	Underground
	Aerial

ROUTE	
Placement Type	
	UG Bore
	Aerial Strand
	Feeder Fiber
Future MDU Drop	
	Future MDU Drop
	Conduit
	MST Runs



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:



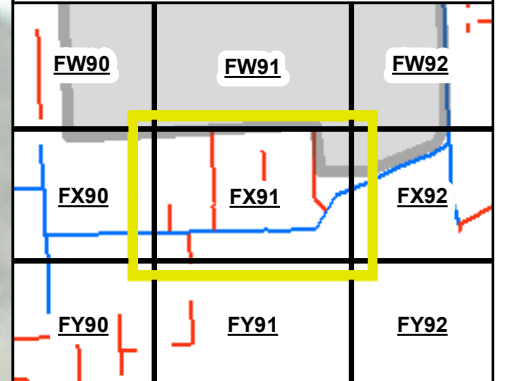
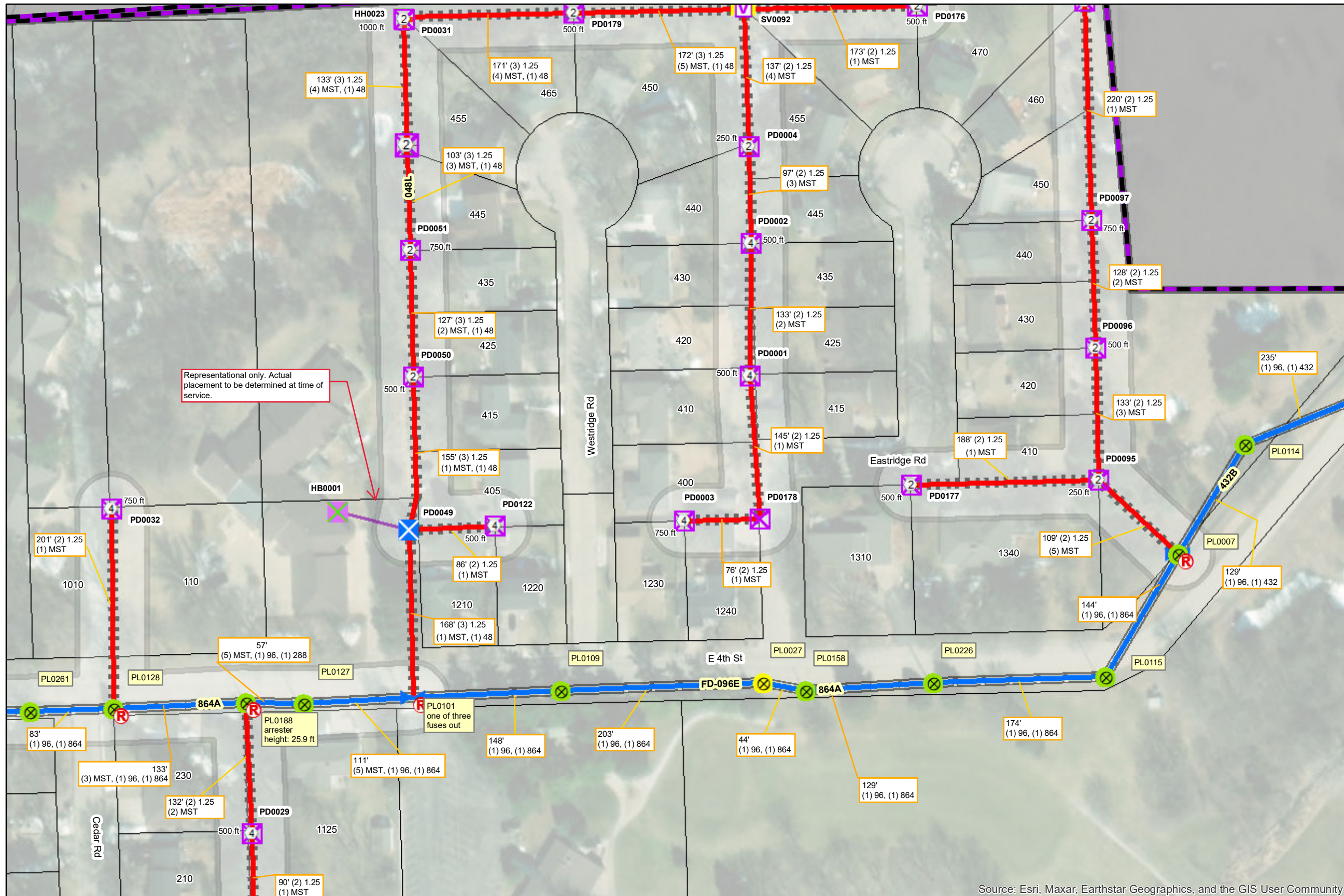
PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

STRUCTURE	
	Com Box
	Large PED
	Small PED
	T36 Vault
	T48 Vault

SPLICE/CLOSURE	
	<all other values>
	Aerial

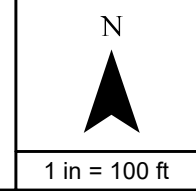
ROUTE	
Placement Type	
	UG Bore
	Aerial Strand
	Feeder Fiber
Future MDU Drop	
	Future MDU Drop
	Conduit
	MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

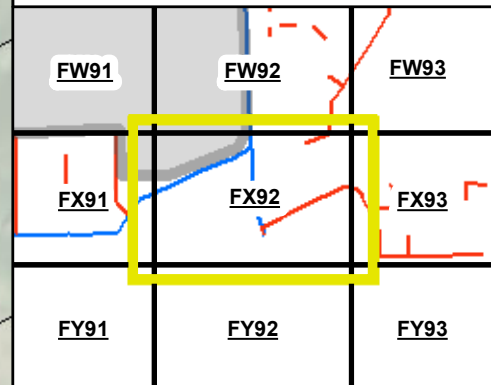
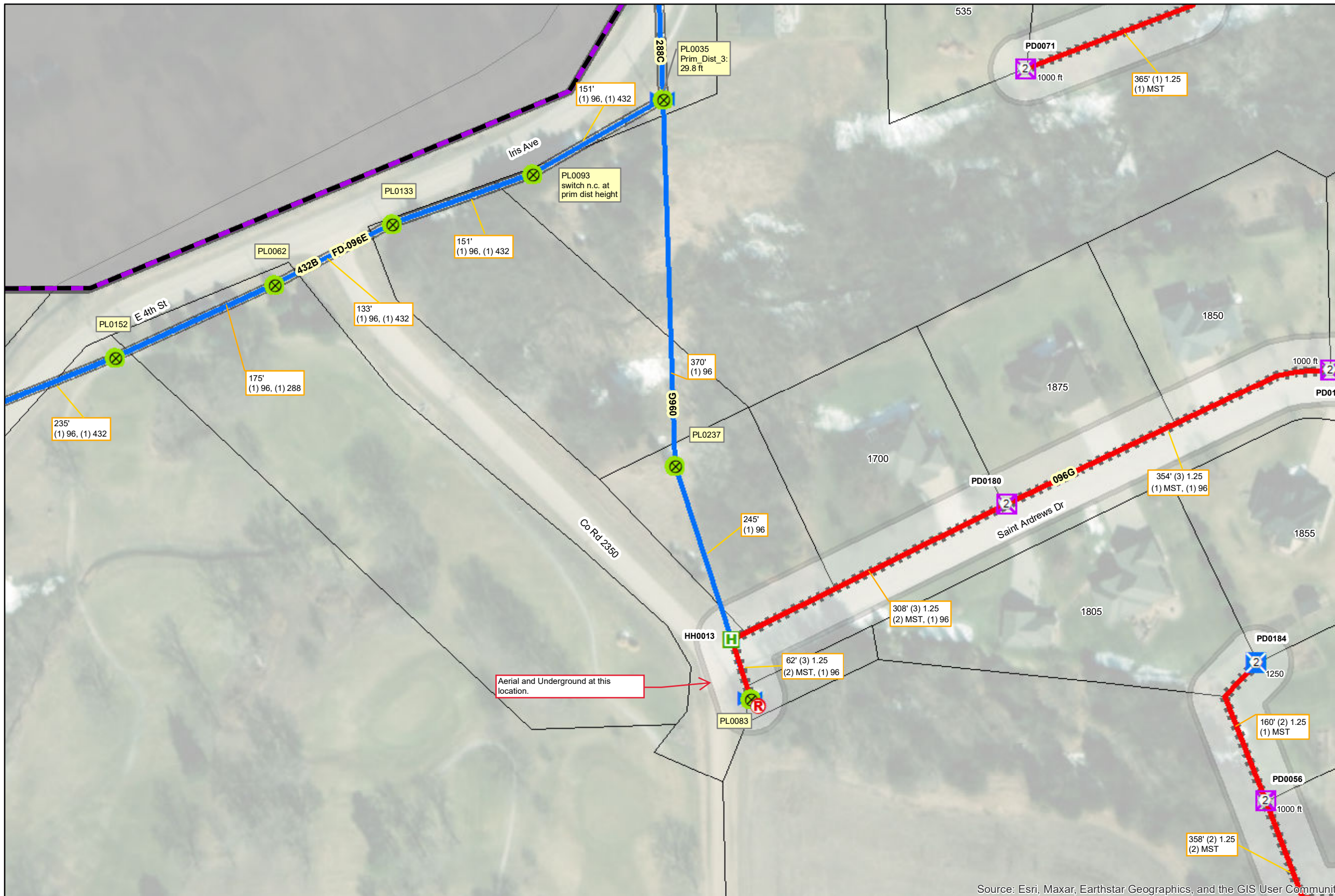


Allo FIBER logo and Nebraska 811 logo with the text 'Know what's below. Call before you dig.'

PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

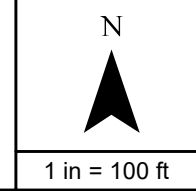
- | | | | |
|--|----------------|--|----------------|
| | POLE | | STRUCTURE |
| | FIBEREQUIPMENT | | Large PED |
| | MST 2 | | Small PED |
| | RISER | | T36 Vault |
| | POLE | | SPLICE CLOSURE |
| | Power | | Aerial |
| | | | ROUTE |
| | | | Placement Type |
| | | | UG Bore |
| | | | Aerial Strand |



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

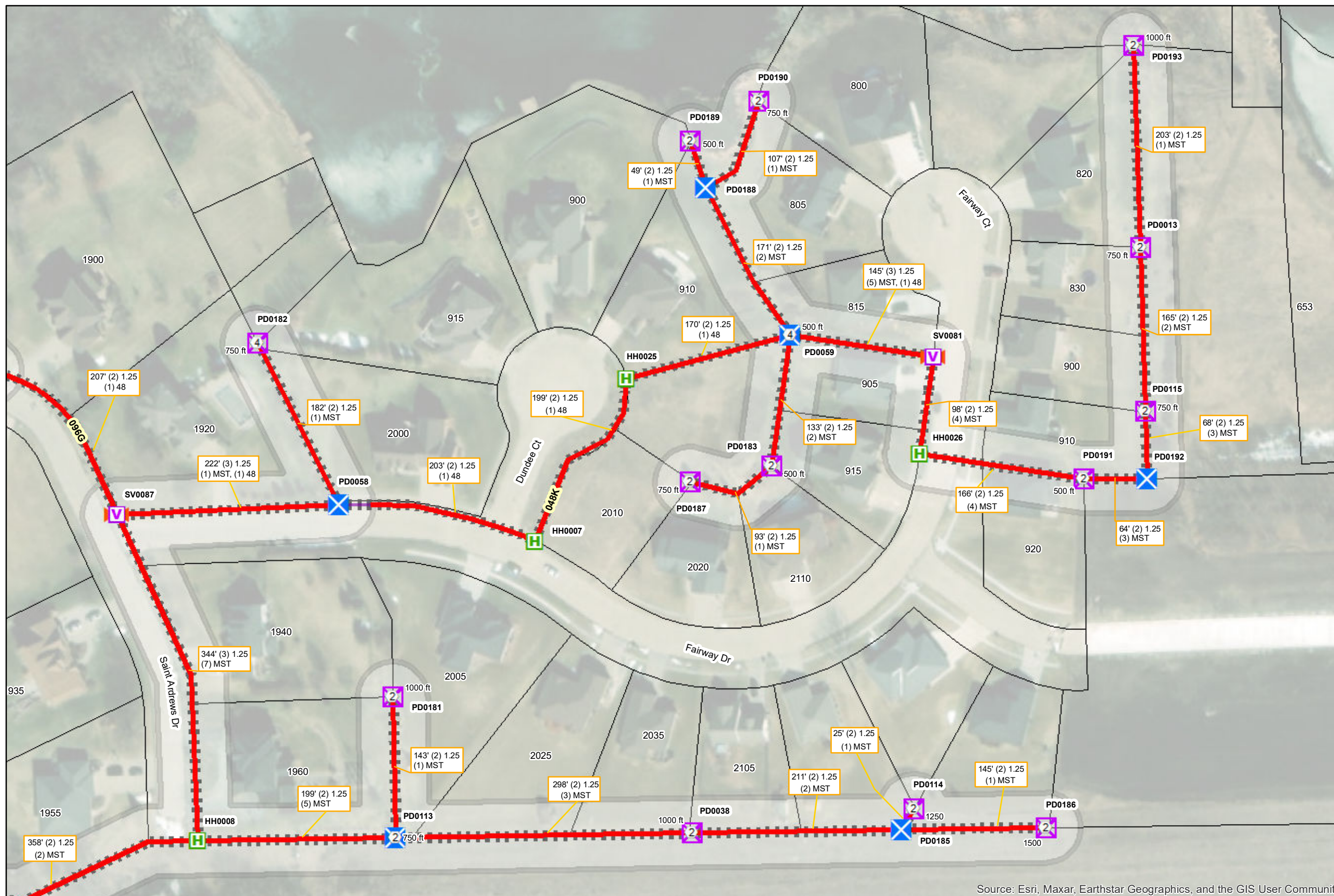
Revisions:



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- STRUCTURE**
- Large PED
 - Small PED
 - T36 Vault
 - T48 Vault
- SPLICE CLOSURE**
- Underground
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop**
- Future MDU Drop
- Conduit**
- Conduit
- MST Runs**
- MST Runs



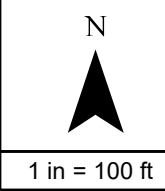
FW92	FW93	FW94
FX92	FX93	FX94
FY92	FY93	FY94

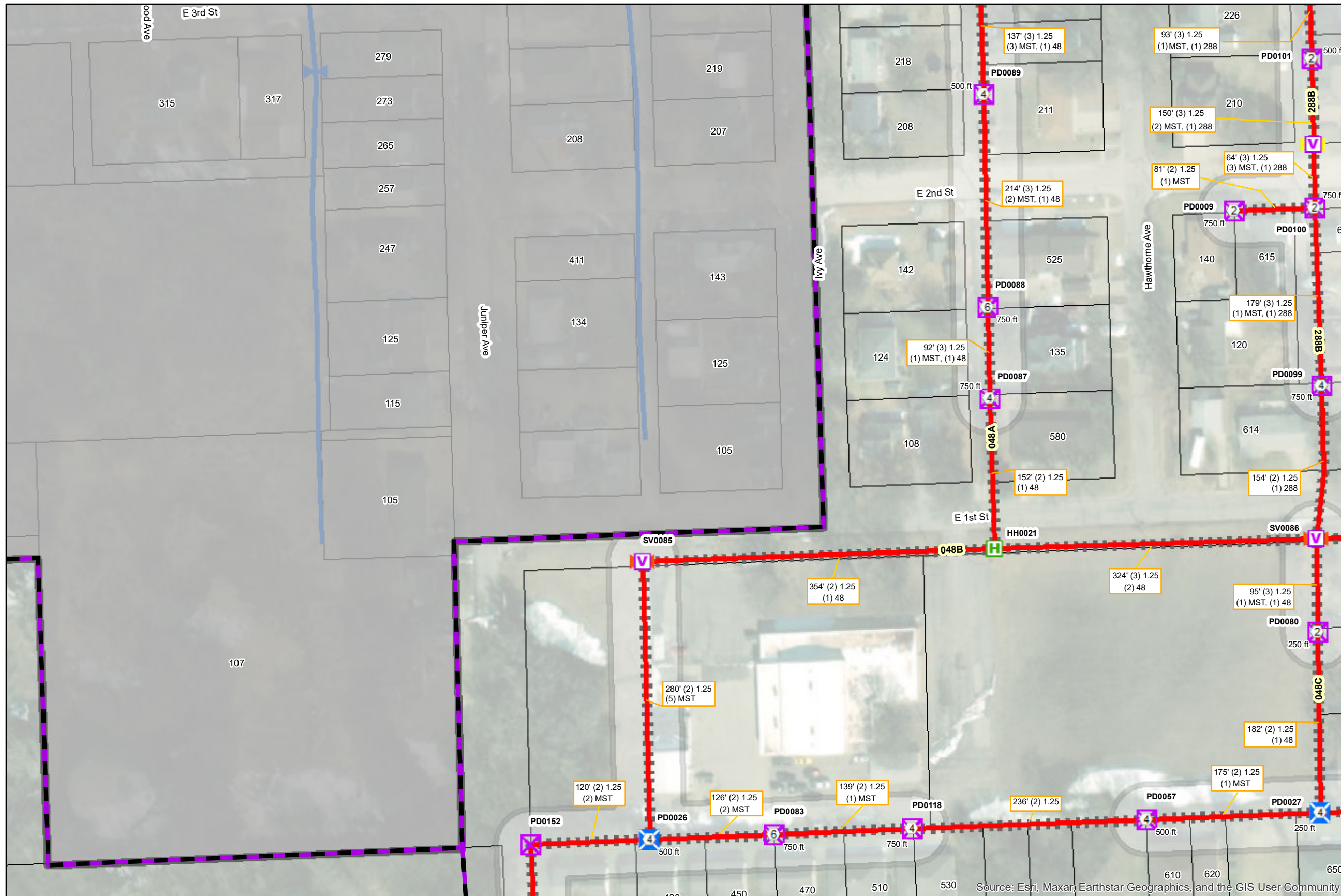
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

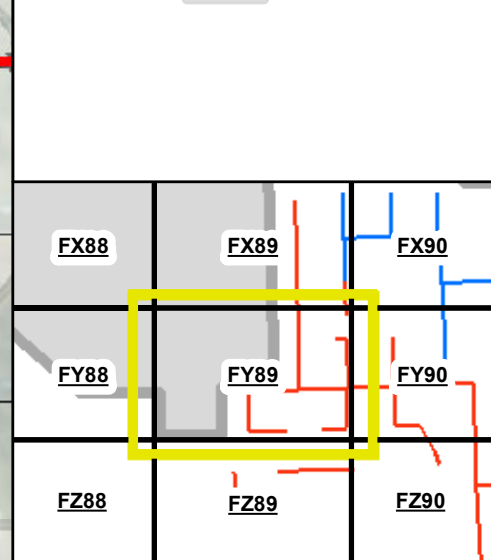




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DCR: DCR-187

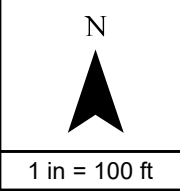
PERMIT:
LEGEND Date: 5/2/2023

	STRUCTURE
	Large PED
	Small PED
	T36 Vault
	T48 Vault
SPLICECLOSURE	
	<all other values>
	Underground
	Aerial
ROUTE	
Placement Type	
	UG Bore
	Aerial Strand
Future MDU Drop	
	Future MDU Drop
	Conduit
	MST Runs



Notes: All proposed conduit in ROW, unless otherwise noted.

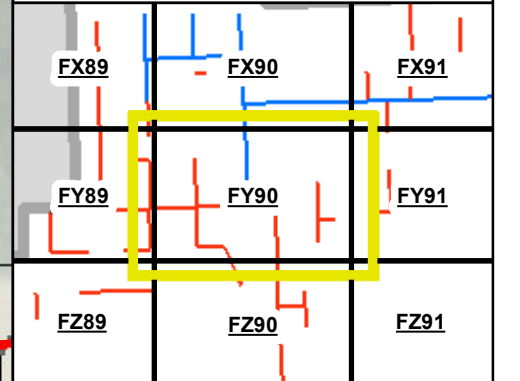
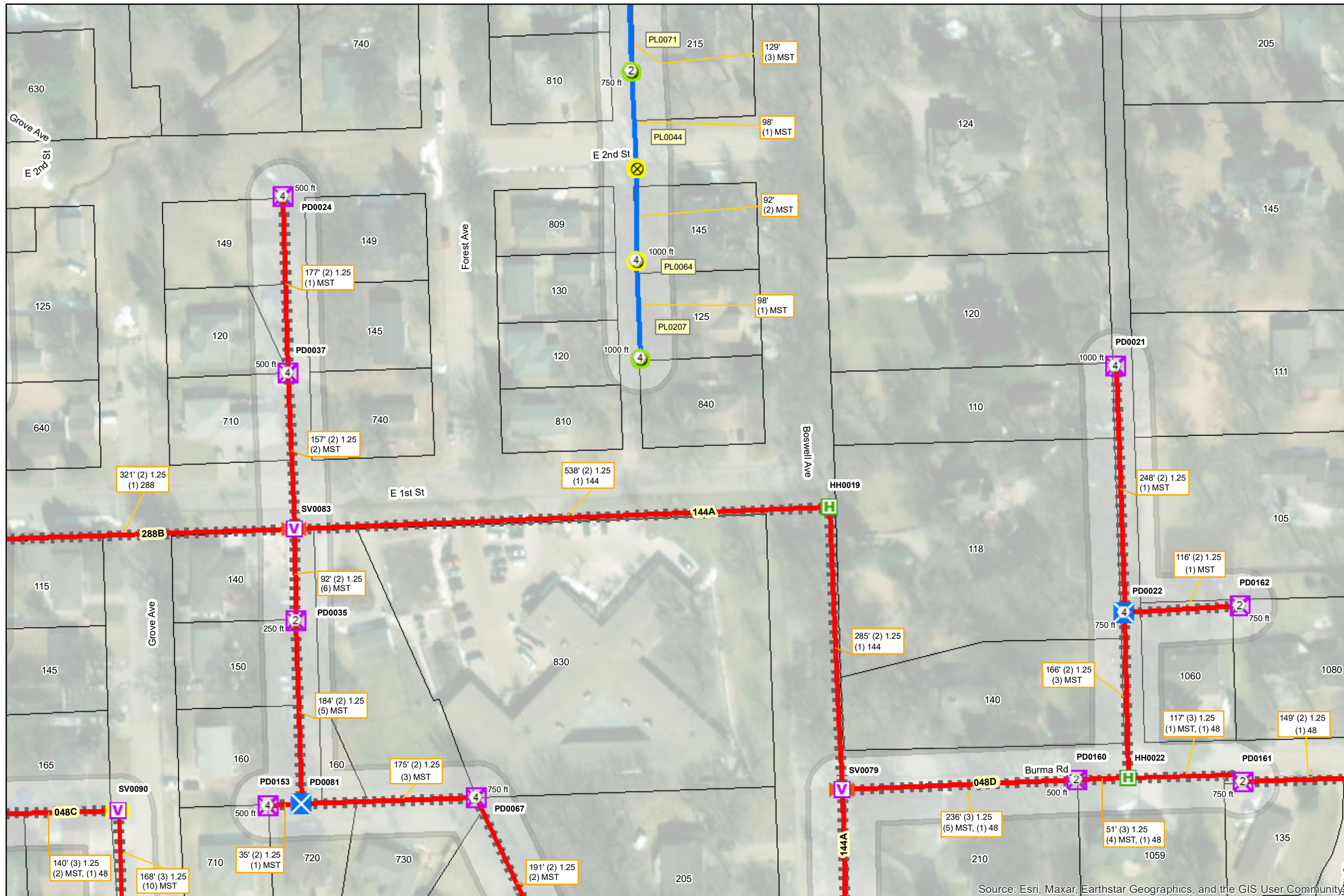
Revisions:



PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

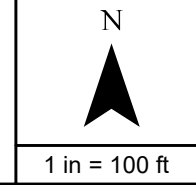
	POLE		STRUCTURE
			Large PED
			Small PED
			T36 Vault
			T48 Vault
			<all other values>
			Underground
			ROUTE
			Placement Type
			UG Bore
			Aerial Strand
			Future MDU Drop
			Future MDU Drop
			Conduit
			MST Runs

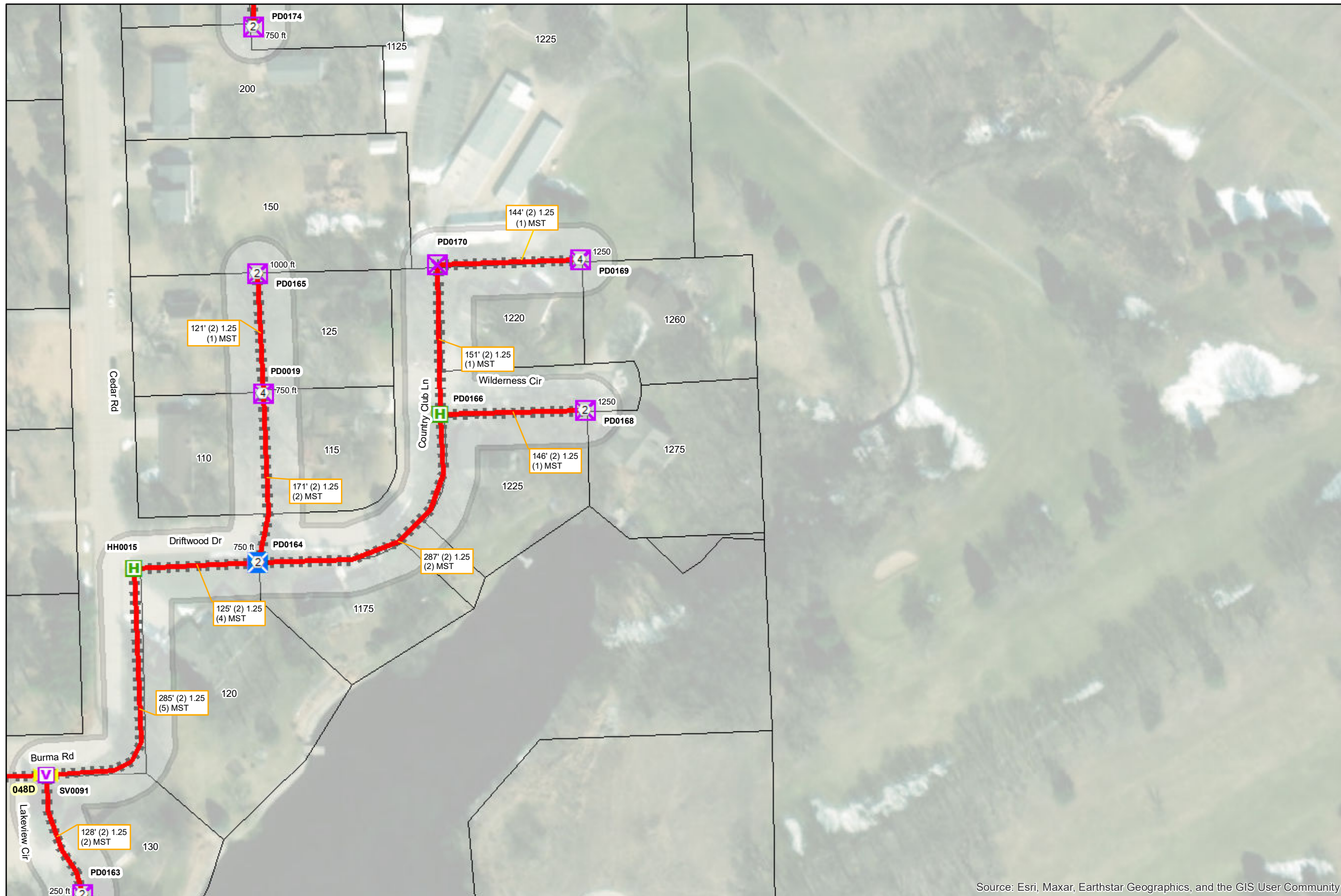


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:





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STRUCTURE

FIBEREQUIPMENT

- ④ MST 4
- ② MST 2

STRUCTURE

- Large PED
- Small PED
- T36 Vault
- T48 Vault

SPLICECLOSURE

- <all other values>

ROUTE

Placement Type

- UG Bore
- Future MDU Drop

Conduit

- MST Runs

FX90	FX91	FX92
FY90	FY91	FY92
FZ90	FZ91	FZ92

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

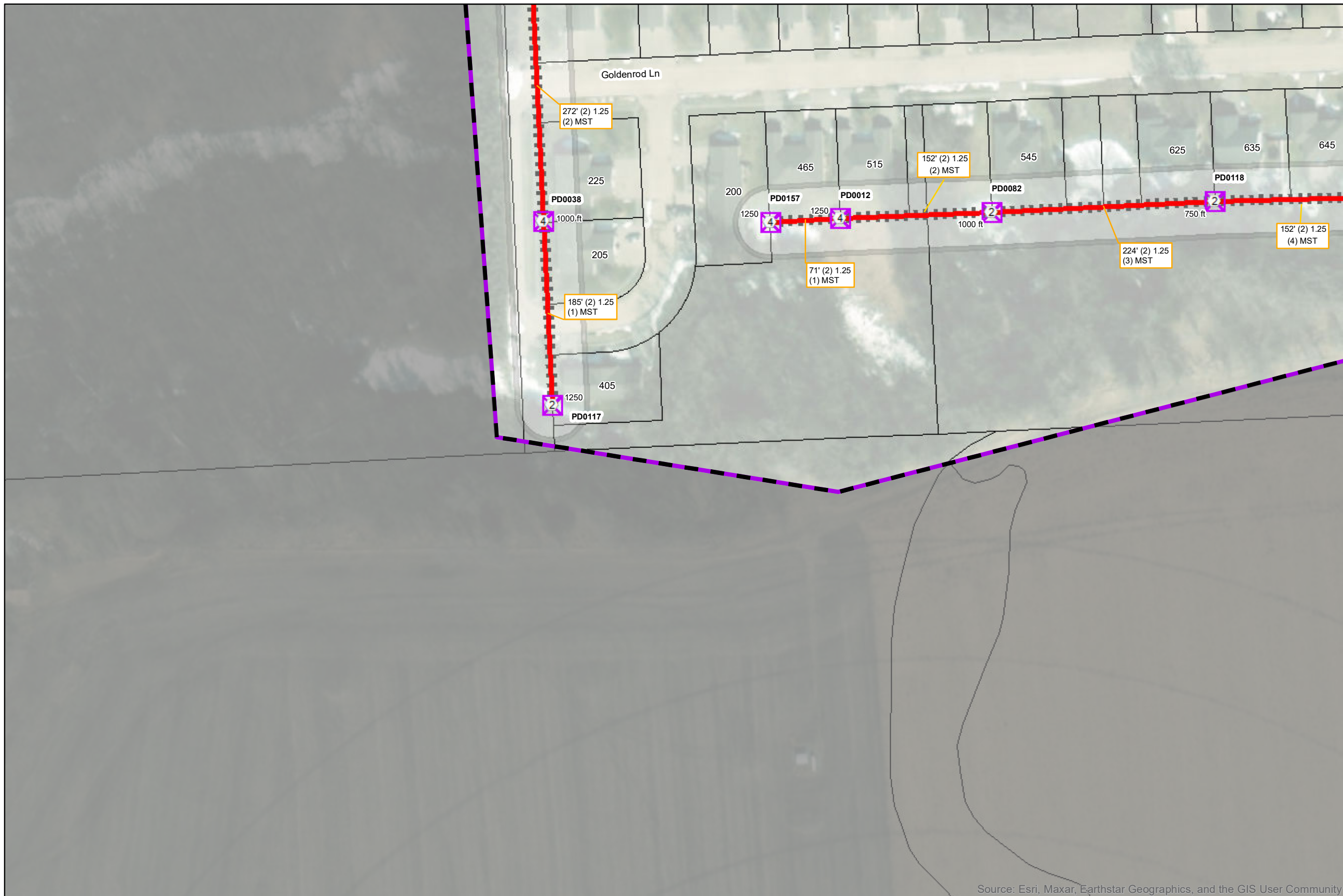
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1 in = 100 ft

PON: CRE-01-04
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PERMIT: _____
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- STRUCTURE**
- Small PED
- ROUTE**
- Placement Type**
- UG Bore
 - Conduit
 - MST Runs

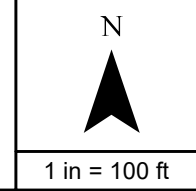


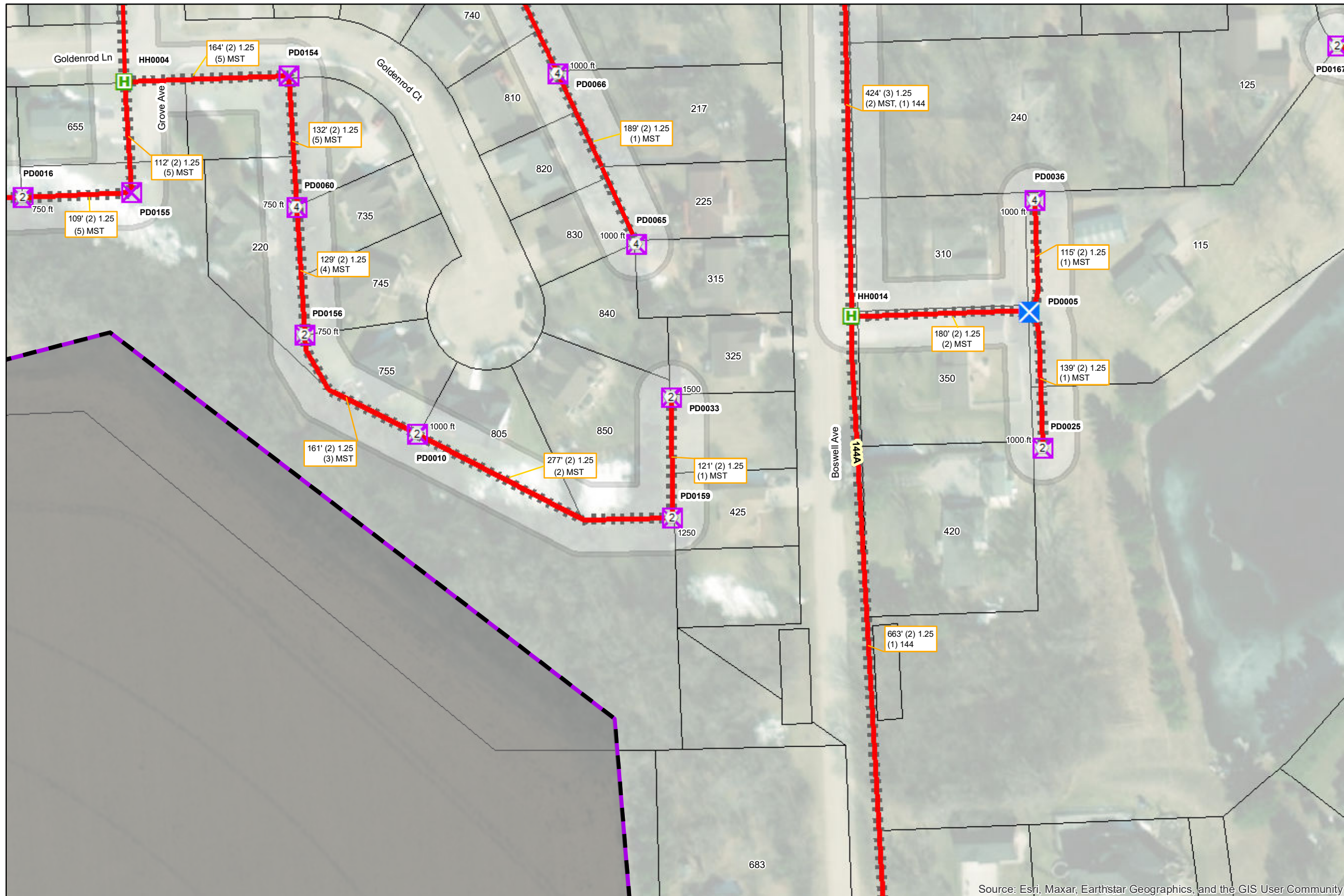
FY88	FY89	FY90
FZ88	FZ89	FZ90
GA88	GA89	GA90

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:





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STRUCTURE

Large PED
 Small PED
 T36 Vault

ROUTE

Placement Type

UG Bore
 Conduit
 MST Runs

FIBEREQUIPMENT

MST 4
 MST 2

FY89	FY90	FY91
FZ89	FZ90	FZ91
GA89	GA90	GA91

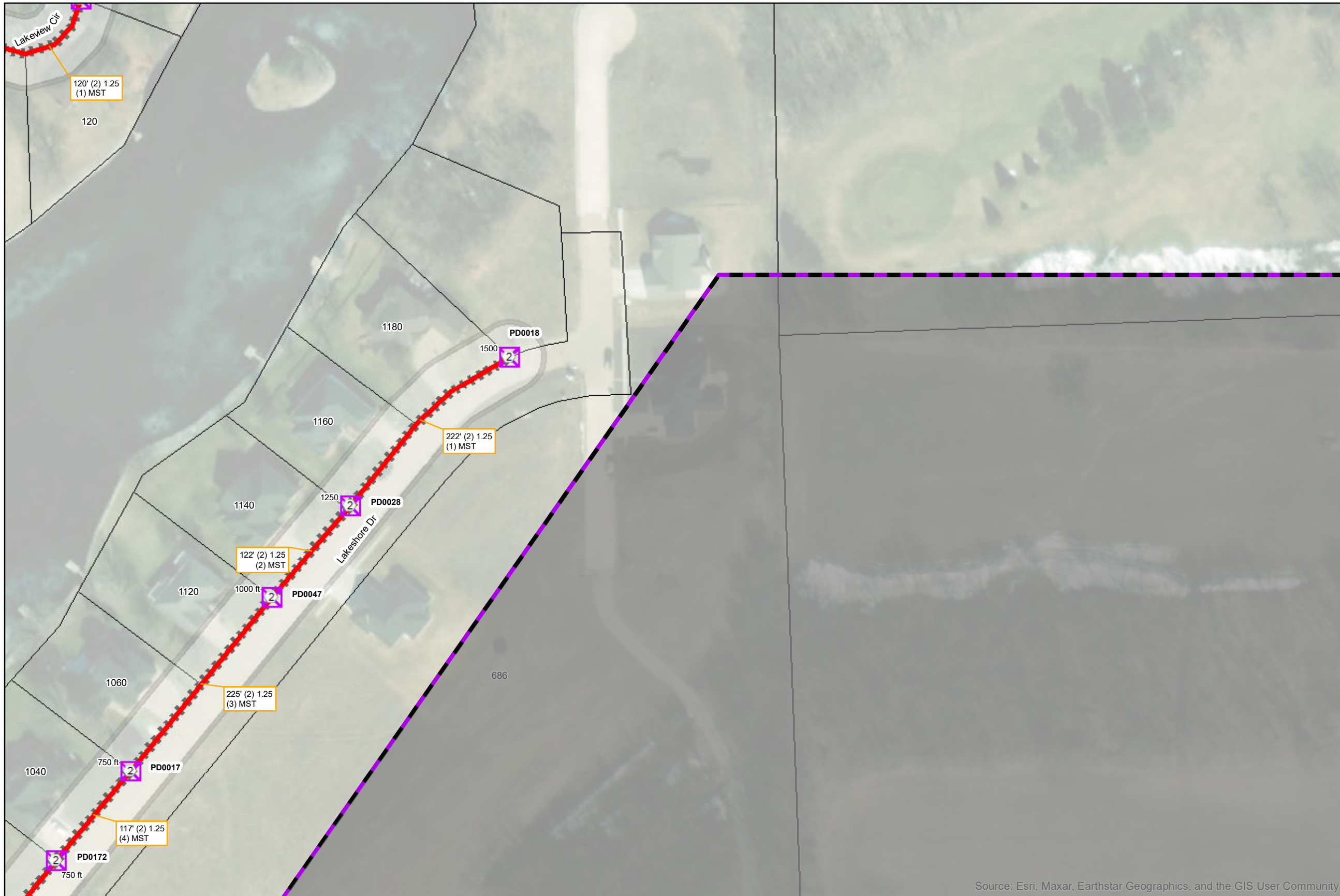
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

N

1 in = 100 ft



PON: CRE-01-04
 DCR: DCR-187

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 LEGEND Date: 5/2/2023

LEGEND

STRUCTURE
 PON: [Symbol] Small PED

ROUTE
 Placement Type
 UG Bore: [Red Line]
 Conduit: [Dashed Line]
 MST Runs: [Grey Box]

FIBEREQUIPMENT
 MST 2: [Symbol]

FY90	FY91	FY92
FZ90	FZ91	FZ92
GA90	GA91	GA92

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:

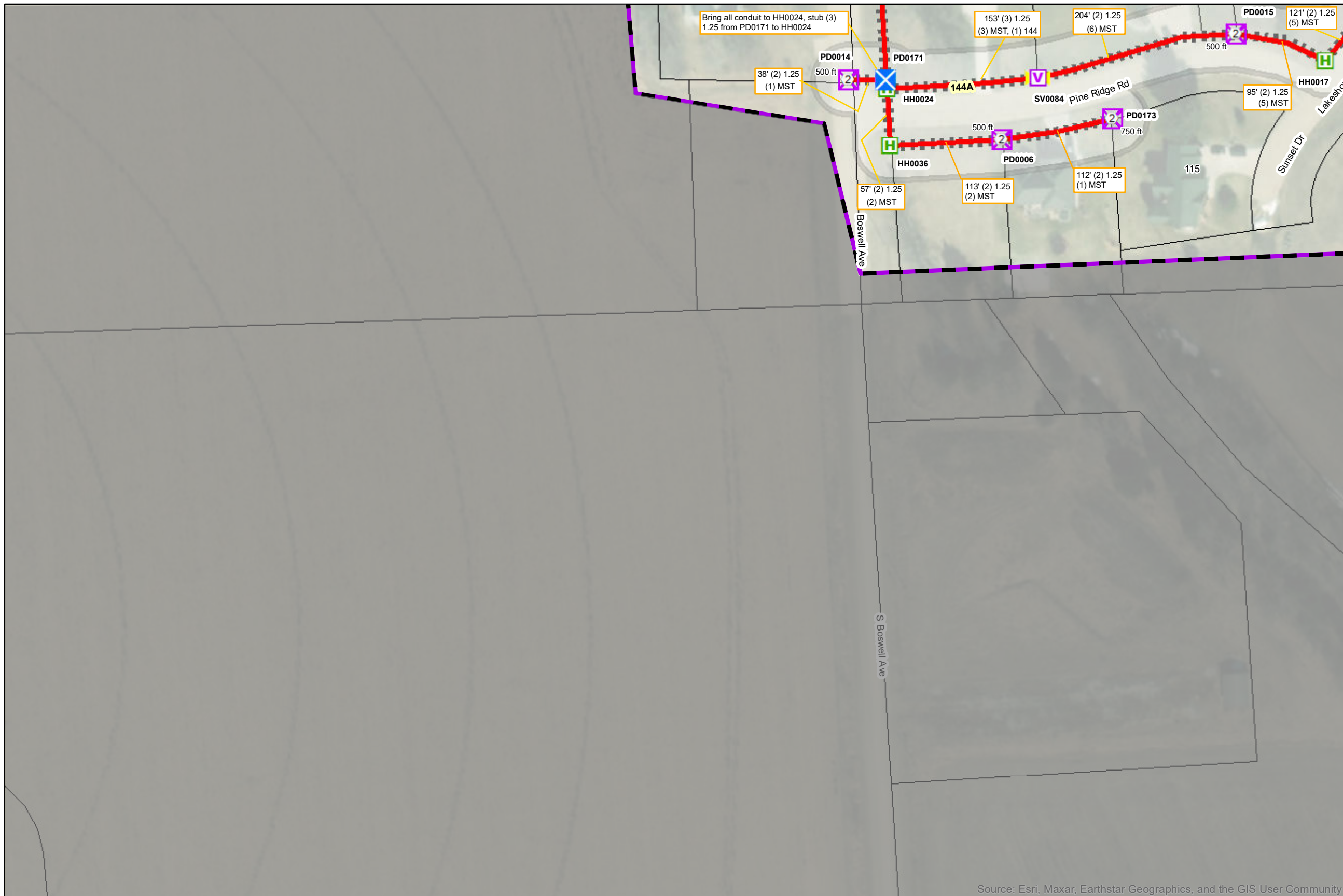
N

 1 in = 100 ft

PON: CRE-01-04
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/2/2023

- STRUCTURE**
- Large PED
 - Small PED
 - T36 Vault
 - T48 Vault
- SPLICECLOSURE**
- <all other values>
- ROUTE**
- Placement Type
- UG Bore
 - Conduit
 - MST Runs

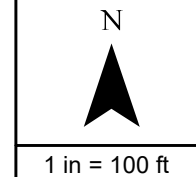


FZ89	FZ90	FZ91
GA89	GA90	GA91
GB89	GB90	GB91

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: All proposed conduit in ROW, unless otherwise noted.

Revisions:



CITY OF CRETE, NEBRASKA

ORDINANCE NO. 2170

(Annexation Area #5)

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA TO ANNEX CERTAIN LAND INTO THE CORPORATE LIMITS OF THE CITY OF CRETE, NEBRASKA; AND RELATED MATTERS.

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

Section 1. The Mayor and City Council of the City of Crete, Nebraska (the "City") hereby find and determine that the following described land comprised of the parcel described below, to wit:

A tract of land located in the SE 1/4 of Section 26, T8N, R4E of the 6th P.M., Saline County, Nebraska, described as follows:

Commencing at the southwest corner of said SE 1/4; thence N 89°44'41" E (Assumed Bearing), on the south line of said SE 1/4, 730.00 feet; thence N 00°15'19" W, 165.00 feet to the point of beginning; thence N 00°15'19" W, 114.00 feet; thence S 89°44'41" W, 86.00 feet; thence N 54°29'09" W, 153.87 feet; thence S 86°29'45" W, 189.41 feet; thence N 09°05'01" E, 327.84 feet; thence N 00°15'19" W, 183.42 feet; thence N 89°44'41" E, parallel with the south line of said SE 1/4, 888.35 feet; thence S 01°13'55" W, 700.42 feet; thence S 89°44'41" W, 523.43 feet to the point of beginning.

PID: 760050112

(the "Annexed Territory") which is contiguous or adjacent to the corporate limits of the City and is urban or suburban in character, should be annexed into the corporate limits of the City.

Section 2. The corporate limits of the City are hereby extended and increased to include and embrace within the corporate limits the Annexed Territory. From henceforth, the Annexed Territory is hereby annexed and declared to be part of the City, it being advisable and in the best interest of the City for such annexation to occur.

Section 3. The City Clerk is hereby directed to file certified copies of this Ordinance in the office of the Register of Deeds of Saline County, Nebraska and the office of the Assessor for Saline County, Nebraska.

Section 4. From and after this date, the annexation of the Annexed Territory shall be deemed complete and a part of the corporate limits of the City, and the owners and inhabitants thereof, if any, shall thereafter enjoy the privileges and benefits of such annexation and shall be subject to all the ordinances and regulations of the City.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 6th day of June, 2023.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Jerry Wilcox, City Clerk

April 26, 2023

0003539

Dairyland

Claim Number: 96A139963-877
Insured: PURITY ORTIZ
Claimant Name: CRECE CITY
Date of Loss: 04/25/2023

CRECE CITY
243 E 13TH ST
CRETE NE 68333-2238



MAY - 1 2023

This letter is to acknowledge receipt and to let you know I'll be handling the above-listed claim. Whenever you reach out to me, please reference the claim number so I can assist you more quickly.

This letter is not an acceptance of liability or promise of any payment. I'm currently working to contact all involved parties and complete our investigation.

Our insured's policy provides liability coverage which, among other coverages, includes property damage and rental reimbursement. Please be mindful that if you're making a claim for property damage that Viking Insurance Company of Wisconsin has the right to inspect the property prior to being repaired. Also, you should discuss any claim for rental reimbursement with us to obtain rental guidelines. It's your responsibility to mitigate all damages, and your claim may be reduced by the percentage of fault attributable to you.

If we haven't already connected, please contact me via mail, email, or phone to discuss the claim.

Thank you,

Colette Guzman

Colette Guzman, Claims Representative I
Viking Insurance Company of Wisconsin
A Member of the Sentry Insurance Group
563-459-5172 Phone
888-729-2225 Fax
Colette.Guzman@sentry.com

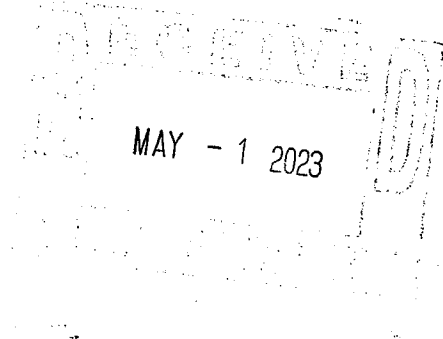


April 26, 2023



Claim Number: 96A139963-877
Insured: PURITY ORTIZ
Date of Loss: 04/25/2023

CRECE CITY
243 E 13TH ST
CRETE NE 68333-2238



We have been notified of the above loss and have begun our investigation to determine coverage and liability. Until our investigation is completed, we are unable to consider compensation for your damaged property. Please understand that since you were involved in an automobile accident you have the responsibility to take reasonable measures to mitigate your damages and prevent further loss, regardless of who is ultimately found to be at fault.

If your vehicle is incurring storage charges, please contact us immediately as we may be able to assist with moving the vehicle to a fee free location. If we do not speak with you or are unable to assist with the relocation of your vehicle, please take steps on your own to have it moved to your residence or another fee free location. Please also consider whether minor temporary repairs can be made to allow for the continued safe use of your vehicle.

You may be entitled to rental reimbursement or expenses related to the loss of use of your automobile resulting from this accident. Please contact us before you obtain a rental vehicle so we can assist you with the necessary arrangements. If we are unable to authorize a rental at this time you should take steps to prevent further loss, which may include filing the claim with another insurance carrier or your own insurance carrier.

Please review the following conditions as they apply to rental reimbursement or loss of use of your automobile:

- All expenses incurred must be reasonable and necessary. We will not pay for time when your vehicle is considered safely driveable.
- We will pay only for the time reasonably necessary to repair or replace your damaged vehicle.
 - If your vehicle is thought to be repairable, that time will be based on the number of repair hours indicated on the estimate that we approved. This does not include time waiting for parts while your vehicle is considered safely driveable. Before turning your vehicle over to your shop for repairs, be sure all parts have been received and that your shop will be able to proceed with the repairs without delay. You are responsible for overseeing the repairs to your vehicle and ensuring that those repairs are completed on schedule as we will not be responsible for shop delays. If additional damage is found once repairs have started that will increase the number of repair days, you must notify us immediately. Rental availability can vary so please provide us with plenty of advance notice once you have scheduled repairs to ensure a positive rental experience.



- If your vehicle is deemed a total loss, the duration of any rental or loss of use will be reviewed based on the facts of the claim and the state where the loss occurred. Please contact your adjuster immediately to discuss. You should also begin the process of searching for your permanent replacement vehicle at this time.
- We are unable to reimburse the costs of gasoline purchases, mileage, insurance charges or other expenses you would normally have with the regular use of your own vehicle, unless legally obligated to do so or otherwise specified by your claims representative.

Failure to follow the above guidelines for your alternate transportation needs may result in expenses not being paid. Please contact the undersigned for any additional questions as it relates to mitigating your damages.

Colette Guzman

Colette Guzman, Claims Representative I
Viking Insurance Company of Wisconsin
A Member of the Sentry Insurance Group
563-459-5172 Phone
888-729-2225 Fax
Colette.Guzman@sentry.com



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/26/2023

SALES QUOTE NUMBER

Q23006771

CUSTOMER NO.

C50742

Page: 1

BILL TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

SHIP TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	ABF Quoted	Net 30 DAYS	Kieven Sperry	5/25/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
Knockdown/Replacement for SO527659:				
500029 Controller, 12V, 108045, Hollow, Radio	Each	1	1,380.00	1,380.00
142048 Universal Cabinet Mounting Bracket, SOP Cabinets 108766, 108045, 120652, Includes U-Bolt Hardware	Each	1	140.00	140.00
SLR-55-B 65W/12V Solar Panel Package, Top Of Pole Mount 4.5 Dia.	Each	1	505.00	505.00
101494 Battery, Universal battery, Solar 12V 50Ah AGM UB12500 - Internal Thread	Each	1	260.00	260.00
141349 RRFB, 12V, Assembly with Universal Mounting Kit	Each	2	460.00	920.00
101620 Push Button Bulldog Add-On Option Kit Yellow, With LED	Kit	1	188.00	188.00
373-05073 S1-1,30"x30" DG3 FYG,School Crossing (Symbol) Fed Spec Sign	Each	2	115.00	230.00
373-01757	Each	1	38.00	38.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/26/2023

SALES QUOTE NUMBER

Q23006771

CUSTOMER NO.

C50742

Page: 3

BILL TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

SHIP TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	ABF Quoted	Net 30 DAYS	Kieven Sperry	5/25/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
or obstructions				
3200-0000 FREIGHT SALES		1	700.00	700.00

Subtotal:	5838.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	5,838.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



CITY OF CRETE
 243 East 13th Street
 PO Box 86
 Crete NE 68333-0086
 Phone: (402) 826-4313

INVOICE

Date	Invoice #
05/19/2023	2008

Bill To: VIKING INSURANCE COMPANY OF WISCONS
 PO BOX 8042
 STEVENS POINT WI 54481

Customer No. 1734

Contact: COLETTE GUZMAN

Terms: Due on Receipt

CLAIM #96A139963-877

Description	QTY	Unit Price	Net Amount
STREETS-RESOLD MATERIAL - TAPCO	1.00	5,838.00	5,838.00
STREETS-RESOLD LABOR	18.00	40.00	720.00
STREETS SALES TAX	1.00	491.85	491.85
CLAIM #96A139963-877 325 EAST 9TH STREET PEDISTRIAN CROSLING LIGHTS PURITY ORTIZ			
TAPCO QUOTE #Q23006771			
Balance Due			7,049.85



**CITY OF CRETE
APPLICATION FOR
SPECIAL EXCEPTION PERMIT**

Special Exception Fee \$160

DATE OF APPLICATION: 4/19/2023

APPLICATION #: SEP 23-01

ADDRESS OR LOCATION: Parcel ID: 760050759 (Also requesting E911 Address)

UNDER THE PROVISIONS OF SECTION 11-230 OF THE CITY OF CRETE ZONING REGULATIONS THE UNDERSIGNED HEREBY APPLIES FOR A SPECIAL EXCEPTION PERMIT TO:

Install 180' self-support telecommunications tower within 65'x65' compound area with 30' wide access and utility easement underground under 12' wide gravel access road approximately 185' in length to Hwy G.

ON THE PROPERTY DESCRIBED AS LOT(S) Parcel ID: 760050759

BLOCK _____

ADDITION _____

PROPOSED DEVELOPMENT OF THE PROPERTY IS SHOWN AND PLANS ATTACHED HERETO. TYPE AND PROPOSED USE IS AS FOLLOWS:

Telecommunications tower proposing antennas to be built onto for cell phone usage.

APPLICANT NAME: Levi Potensky d/b/a Tillman Infrastructures

ADDRESS: 1997 Annapolis Exchange Pkwy, Suite 200, Annapolis, MD 21401

E-MAIL ADDRESS:

Levi.Potensky@smartlinkgroup.com

TELEPHONE #: 443-995-5166

SIGNATURE: Levi Potensky

FOR OFFICIAL USE ONLY BELOW THIS LINE

DATE PUBLISHED & POSTED: May 24, 2023

DATE OF CITY COUNCIL HEARING: June 6, 2023

CONDITIONS: _____

APPROVED: _____

DENIED: _____

COPY TO:

BUILDING INSPECTOR: X

DATE 5/3/2023

CITY CLERK: X

DATE 5/3/2023

PROPERTY OWNER: MICHAEL NOHAVEC
 ADDRESS: 674 COUNTY ROAD 1900
 CRETE, NE 68333
 PARCEL ID: 760050759
 CANDIDATE: A
 LATITUDE (NAD 83): 40° 36' 40.92" (40.6113667)
 LONGITUDE (NAD 83): -97° 00' 53.12" (-97.0147556)
 GROUND ELEVATION: 1430.74' NAVD '88
 TOWER HEIGHT: 180'-0" AGL
 OVERALL TOWER HEIGHT: 188'-0" AGL
 ZONING: A1

DocuSigned by:

 46733AE6390A463...

Michael Nohavec
 4/19/2023

DocuSigned by:

 46733AE6390A463...

Amanda Nohavec
 4/19/2023

ADJACENT APN
 760050732
 ZONING
 A1

ADJACENT APN
 760122849
 ZONING
 A1

ADJACENT APN
 760050740
 ZONING
 A1

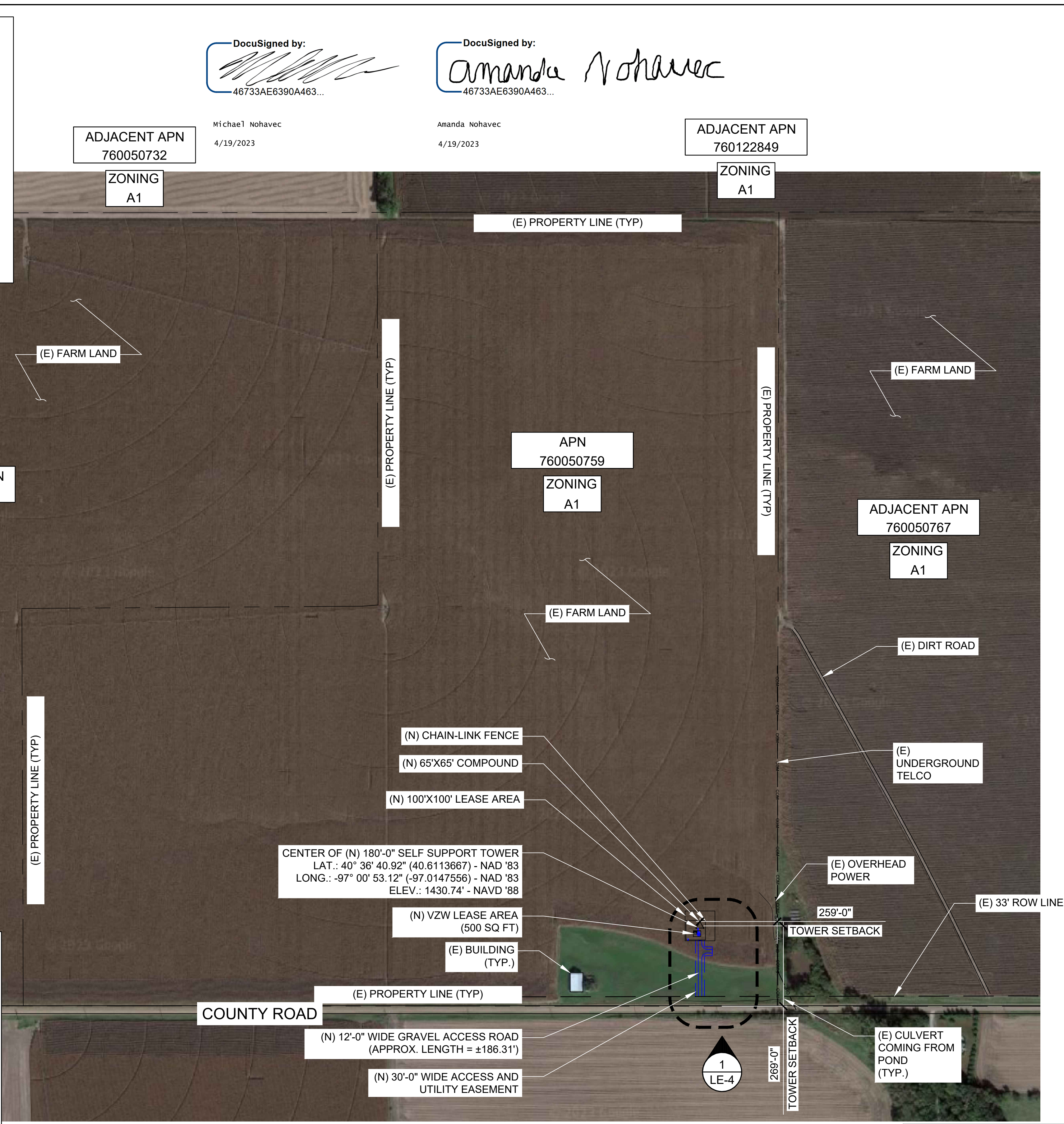
APN
 760050759
 ZONING
 A1

ADJACENT APN
 760050767
 ZONING
 A1

PRE-CONSTRUCTION ONLY
 THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS A CONSTRUCTION DOCUMENT.

NOTE:
 SITE MAY NEED LEVELING & GRADING AFTER FINAL LOCATION.

- | | |
|---|------------------------------|
| (M) MEASURED DISTANCE | (G) GAS METER |
| (P) PLATTED DISTANCE | (T) TELEPHONE BOX |
| (R) RECORDED DISTANCE | (L) LIGHT POST |
| (D) DEEDED DISTANCE | (H) HYDRANT |
| ● FOUND CORNER | (W) WATER METER |
| ○ SET CORNER | FENCE - CHAIN LINK |
| (BM) BENCH MARK | FIBER OPTIC LINE |
| ⊕ SECTION CORNER | OHP OVERHEAD POWER LINE |
| (R) FOUND ALUM. CAP WITH ROW SIGN (OR AS SHOWN) | --- CENTER LINE |
| ⚡ POWER POLE | --- PROPERTY LINE/LEASE LINE |
| (E) ELECTRIC METER | --- EASEMENT LINE |



CALL NEBRASKA ONE CALL
 (800) 331-5666
 CALL 3 WORKING DAYS BEFORE YOU DIG!



FULL SCALE 1" = 200'
 (22x34 SHEET ONLY)
 400' 200' 0 200' 400'
 HALF SCALE 1" = 400'
 (11x17 SHEET ONLY)

8502 E VIA DE VENTURA, SUITE 220
 SCOTTSDALE, AZ 85258

3450 N HIGLEY RD - SUITE 102,
 MESA, AZ 85215

152 WEST 57TH ST, 27TH FLOOR
 NEW YORK, NY 10019

ADDRESS
 674 COUNTY ROAD 1900
 CRETE, NE 68333
 SITE NUMBER
 TI-OPP-24412
 VZW SITE NAME
 NE09 OLD CRETE
 VZW FUZE PROJECT ID: 16970235
 VZW MDG LOCATION ID: 5000911842
 PARCEL NUMBER
 760050759

SEAL

DRAWN BY: MM CHECKED BY: JD

GL LOC#: 727663

REV	DATE	DESCRIPTION
A	03/02/23	LEASE EXHIBIT
B	04/10/23	CLIENT REVISIONS
C	04/14/23	CLIENT REVISIONS

SHEET TITLE
AERIAL SITE PLAN

SHEET NUMBER
LE-1

REPORT OF THE CITY COUNCIL, CITY OF CRETE, NEBRASKA

IN THE MATTER OF)	
REQUEST FOR SPECIAL EXCEPTION PERMIT)	FINDINGS OF FACT
_____)	
)	
APPLICANT)	

THIS MATTER came before the City Council on the request of the Applicant for Special Exception Permit Approval. Public Hearing was held on the _____ day of _____, 20____. Notice of said item was publicized according to law.

UPON REVIEW of all the necessary facts and public comment, the City Council makes the following findings on the application for Special Exception Permit approval:

1. _____ Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and in case of fire or catastrophe;
2. _____ Off-street parking and loading areas where required, with particular attention to the items in 1 above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district;
3. _____ Refuse and service areas, with particular reference to the items in 1 above;
4. _____ Utilities, with reference to locations, availability and compatibility;
5. _____ Screening and buffering with reference to type, dimensions and character;
6. _____ Sign, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
7. _____ Required yards and other open space;
8. _____ General compatibility with adjacent properties and other property in the district.

Additional Specific Findings of Fact: _____

WHEREFORE, THE CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA,
regarding the request for special exception permit, does hereby:

_____ Approve the Special Exception Permit Request

_____ Deny the Special Exception Permit Request

DATED THIS _____ DAY OF _____, 20____.

BY:

Mayor

ATTEST: _____
City Clerk

Nebraska Department of Transportation Highway Safety Office (NDOT-HSO)
SELECTIVE OVERTIME ENFORCEMENT MINI-GRANT CONTRACT APPLICATION AND AWARD
MUST BE APPROVED BY NDOT-HSO PRIOR TO PURCHASE

Please Type DATE: _____
 APPLICANT: Crete Police Department
 ADDRESS: 1945 Forest Avenue
 CITY, STATE, ZIP: Crete, Nebraska 68333 E-MAIL: dawn.jonas@crete.ne.gov
 TELEPHONE #: 402-826-4311 FAX #: 402-826-2180 FEDERAL I.D. #: 47-06006154
 Commercial and Government Entity (CAGE) Code: 6VZ55
 Unique Entity Identifier (UEI) #: NSZJX92LS4R3

PROJECT DESCRIPTION: The purpose of this mini-grant contract is to provide funding assistance to law enforcement agencies for selective overtime enforcement in the emphasis area of: (Check One) Occupant Protection Alcohol Speed Distracted Driving or General Traffic . The funding assistance will provide reimbursement for overtime salaries. Regular traffic enforcement activities must remain at the current level and all activities funded by this mini-grant must be above and beyond the current level of enforcement activity.

Please complete items 1 – 5 below using the definitions on the reverse side and submit a copy of your department’s current seat belt policy and drug-free workplace policy.

1. **Baseline Information:**
To Participate in the National Speeding Prevention High Visibility Enforcement Mobilization July 10 - 31, 2023
2. **Selective Overtime Enforcement Objective:**
To reduce speeding-related fatalities by 7.9 percent from 38 (5 year rolling average in 2016 - 2020) to 35, by December 31, 2023.
3. **Selective Overtime Enforcement Activity:**
See attached
4. **Selective Overtime Enforcement Budget:**
See attached
5. **Impact Evaluation:**
See attached

Within sixty (60) days from the conclusion of the activity the reimbursement request must be submitted. After sixty (60) days, reimbursements may not be honored. This mini-grant contract is financed on a reimbursement basis. The applicant must 1) receive approval of the mini-grant contract from the NDOTHSO; 2) incur the expenses (pay the bills); 3) request reimbursement on a Mini-Grant Contract Claim for Reimbursement (CR) located on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/grant-forms/>; and 4) complete the CR and attach the required supporting documentation as prescribed below.

- a) Copies of the pre- and post-publicity announcing the overtime enforcement activity.
- b) Grant Funded Enforcement Activity Summary (provided with award letter).
- c) Provide the name, number of hours worked, regular and overtime hourly rates, and SFST certificate (alcohol only) for each officer.
- d) Provide the amount paid to each officer and payroll documents to substantiate each expenditure.

Acceptance of Conditions: The mini-grant contract award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. The Guide can be found on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/> .

Failure to comply with these conditions may result in termination of this grant contract award. All awards are subject to availability of Federal Funding.

Authorized Signature of Applicant	Date	Print or Type Name, Title
NDOT - Highway Safety Office	Date	William J. Kovarik, Administrator

Return completed form to: NDOT - Highway Safety Office Email: ndot.hso@nebraska.gov
 P.O. Box 94612 Phone (402) 471-2515
 Lincoln, Nebraska 68509-4612 FAX (402) 471-3865

TO BE COMPLETED BY NDOT-HSO

FUNDING ASSISTANCE: The NDOT-HSO will provide reimbursement for the following expenditures:
 Overtime Salaries \$ _____ Total Reimbursement not to Exceed \$ _____

Project No.: SB: DF: RA: **Contract Approval Date:** _____

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is: 20.600
 Federal Aid Identification Number (FAIN): 69A37522300004020NE0 / 69A37523300004020NE0

DEFINITIONS

BASELINE INFORMATION explains the following:

Who is being affected by a specific injury problem?

What injuries are occurring (type, severity and frequency of fatal and non-fatal injury)?
Include at least 3 years of data.

When the injuries are occurring (i.e., time of day, day of week)?

Where the injuries are occurring (specific geographic location)?

Why the injuries are occurring (contributing factors -- i.e., alcohol, speed, lack of belt use, etc.)?

NOTE: The number of deaths is low in most communities. Non-fatal serious injury crash data may provide a more complete picture.

SELECTIVE OVERTIME ENFORCEMENT OBJECTIVE

Every selective overtime enforcement activity must have an objective to reduce fatal and serious injury crashes as outlined by the baseline information. The objective states exactly how much injury reduction will be achieved in a specific period of time. The contributing factors must also be addressed (i.e., alcohol, speed, etc.). Every objective must be SMART: Specific, Measurable, Action oriented, Realistic, and have a Time frame.

SELECTIVE OVERTIME ENFORCEMENT ACTIVITY

The activity must coincide with the problems outlined in the baseline data and respond to the stated objective. The specific locations, time of day, day of week, number of officers and traffic problem (i.e., alcohol, speed, etc.) must be included.

SELECTIVE OVERTIME ENFORCEMENT BUDGET

The budget must include the total number of officers, total number of hours, officer's hourly rate of pay, and the total amount of funding assistance being requested.

IMPACT EVALUATION

answers the question "Did we reduce injuries?"

In the application, explain what you will evaluate. In the project summary (submitted after the completion of the activity) answer the following:

Question #1: Did the activity reduce the types of injuries that were targeted?

Question #2: Did the activity reduce those kinds of injuries by as much as predicted?



CITY OF CRETE
APPLICATION FOR PROHIBITED ANIMAL EXCEPTION
 Crete City Code §6-102 and §6-104 (attached)

Date of Event 7/18/23 - 7/23/23

Start Time of Event 7/18/23 at 8:00 am

Finish Time of Event 7/26/23 at 6:00 pm

Event Location Saline County Fairgrounds at Tuxedo Park

Saline County Fairgrounds in Tuxedo Park

Description of Event Including List of Animals – Include Number and Type
 The following numbers are based on last year's entries
Clover Kid/Open Class (25 - Various of the following)

Cattle(70), Swine(75), Goat (45), Sheep (35), Horse(15),

Poultry (150), Rabbit (35), Dog/Cat/Small Animal (15)

Special Equipment N/A

Organization Saline County 4-H/Extension

Responsible Party Maddie Werner, Saline County 4-H Extension Assistant

Address 306 W 3rd Street, PO Box 978, Wilber, NE 68465

Phone Office: (402) 821-2151

Maddie L. Werner _____
 Signature of Responsible Party Date

DO NOT WRITE IN THIS SPACE
Application # <u>PA23-02</u>
City Admin. Review _____
Emergency Services Review _____
Council Meeting Date <u>6/6/2023</u>
Approved _____
Denied _____
Bond Required <u>N/A</u>
Bond Amount <u>N/A</u>
Insurance Certificate Required <u>Yes</u>
Bond/Cert Received _____
Conditions listed on back

ATTACHMENTS:

- Copy of current vaccinations
- Copy of Insurance
- Required Permits, as Applicable

CHANGE ORDER NO.: 1

Owner: **City of Crete, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **220169.00**
 Contractor: **Constructors, Inc.** Contractor's Project No.:
 Project: **2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)**
 Contract Name: **2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)**
 Date Issued: **6/1/2023** Effective Date of Change Order: **6/1/2023**

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of rubble removal on Kingwood, additional tree removal, some additional pavement removal.


Attachments:

Change Order #1 Item Breakdown

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>1,905,856.85</u>	Original Contract Times: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>
Net change from previously approved Change Orders No. [-] to No. [Number of previous Change Order]: \$ <u>0.00</u>	Net change from previously approved Change Orders [-] to No. [Number of previous Change Order]: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>1,905,856.85</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>
Net change for this Change Order: \$ <u>52,980.34</u>	Net change for this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>1,958,837.19</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>

Recommended by Engineer (if required)

Authorized by Owner

By: 

Title: Project Manager

Date: 6/1/23

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 

Title: PROJECT MANAGER

Date: 6/2/23

Change Order Estimate - Unit Price Work

JEO Project Name:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)	JEO Project Number:	220169.00
Owner:	City of Crete, Nebraska	Change Order Number:	1
Contractor:	Constructors, Inc.	Effective Date:	June 1, 2023

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
B5	Remove Pavement	4.6	SY	\$10.84	\$49.86
B6	Remove Concrete Sidewalk	273	SF	\$3.01	\$821.73
B8	Adjust Valve Box to Grade	2	EA	\$1,927.41	\$3,854.82
B10	7" Concrete Pavement	4.6	SY	\$67.44	\$310.22
B13	Modular Block Retaining Wall	61	SF	\$101.11	\$6,167.71
B14	Detectable Warning Panels	4	SF	\$36.49	\$145.96
B15	Subgrade Preparation	4.6	SY	\$5.59	\$25.71
D5	Remove Pavement	15	SY	\$10.84	\$162.60
E4	Remove Tree	5	EA	\$3,922.27	\$19,611.35
E9	7" Concrete Pavement	3	SY	\$65.41	\$196.23
E11	Detectable Warning Panels	10	SF	\$36.49	\$364.90
H5	Remove Pavement	11	SY	\$10.84	\$119.24
					\$0.00
CO1.1	Remove Rubble and Replace Road Subgrade on Kingwood	450	SY	\$47.00	\$21,150.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:					\$52,980.34

Contractor's Application for Payment

Owner: <u>City of Crete, Nebraska</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>220169.00</u>
Contractor: <u>Constructors, Inc.</u>	Contractor's Project No.: <u>23-015</u>
Project: <u>2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)</u>	
Contract: <u>2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)</u>	
Application No.: <u>1</u>	Application Date: <u>6/1/2023</u>
Application Period: From <u>4/5/2023</u> to <u>5/19/2023</u>	

1. Original Contract Price	\$ 1,905,856.85
2. Net change by Change Orders	\$ 52,980.34
3. Current Contract Price (Line 1 + Line 2)	\$ 1,958,837.19
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 691,716.65
5. Retainage	
a. <u>5%</u> X \$ <u>691,716.65</u> Work Completed =	\$ 34,585.83
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 34,585.83
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 657,130.82
7. Less previous payments (Line 6 from prior application)	_____
8. Amount due this application	\$ 657,130.82
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,301,706.37

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>6/1/23</u>	Date: _____
Approved by Funding Agency	
By: <u>[Signature]</u>	By: _____
Title: <u>PROJECT MANAGER</u>	Title: _____
Date: <u>6/2/23</u>	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.:	1	Application Period:	From 04/05/23 to 05/19/23	Application Date:	05/19/23
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A – OAK AVENUE (SOUTH) & 18TH STREET (WEST) (SID 2022-06)											
1	Mobilization	1	LS	\$44,479.57	44,479.57	-	-	-	-	0%	44,479.57
2	Bonding and Insurance	1	LS	\$481.85	481.85	-	-	-	-	0%	481.85
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	-	-	-	-	0%	1,385.32
4	Remove Tree	10	EA	\$3,922.27	39,222.70	-	-	-	-	0%	39,222.70
5	Remove Pavement	170	SY	\$10.84	1,842.80	-	-	-	-	0%	1,842.80
6	Remove Concrete Sidewalk	663	SF	\$3.01	1,995.63	-	-	-	-	0%	1,995.63
7	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	-	-	-	-	0%	1,806.94
8	Remove Storm Sewer Pipe	173	LF	\$13.49	2,333.77	-	-	-	-	0%	2,333.77
9	Adjust Valve Box to Grade	4	EA	\$1,927.40	7,709.60	-	-	-	-	0%	7,709.60
10	Replace Curb Stop Box	1	EA	\$2,770.65	2,770.65	-	-	-	-	0%	2,770.65
11	Earthwork Measured in Embankment (Established Quantity)	750	CY	\$21.68	16,260.00	-	-	-	-	0%	16,260.00
12	7" Concrete Pavement	2,350	SY	\$66.87	157,144.50	-	-	-	-	0%	157,144.50
13	6" Concrete Driveway	119	SY	\$78.62	9,355.78	-	-	-	-	0%	9,355.78
14	4" Concrete Sidewalk	4,751	SF	\$8.49	40,335.99	-	-	-	-	0%	40,335.99
15	Detectable Warning Panels	56	SF	\$26.77	1,499.12	-	-	-	-	0%	1,499.12
16	Subgrade Preparation	2,350	SY	\$5.59	13,136.50	-	-	-	-	0%	13,136.50
17	Gravel Surface Course	2	TONS	\$68.97	137.94	-	-	-	-	0%	137.94
18	Concrete Header	2	EA	\$736.78	1,473.56	-	-	-	-	0%	1,473.56
19	Concrete Collar	1	EA	\$655.91	655.91	-	-	-	-	0%	655.91
20	Curb Inlet	3	EA	\$7,690.03	23,070.09	-	-	-	-	0%	23,070.09
21	Curb Inlet w/ Manhole	2	EA	\$8,819.32	17,638.64	-	-	-	-	0%	17,638.64
22	Storm Sewer Junction Box (4'x4')	1	EA	\$7,724.34	7,724.34	-	-	-	-	0%	7,724.34
23	18" RCP Flared End Section	1	EA	\$993.10	993.10	-	-	-	-	0%	993.10
24	15" PVC Pipe, SDR 35"	68	LF	\$59.11	4,019.48	-	-	-	-	0%	4,019.48
25	18" RCP, Class III	204	LF	\$62.15	12,678.60	-	-	-	-	0%	12,678.60
26	24" Round Equivalent (RE) RCP, Class III	6	LF	\$95.47	572.82	-	-	-	-	0%	572.82
27	Temporary Traffic Control Measures	1	LS	\$4,259.36	4,259.36	-	-	-	-	0%	4,259.36
28	Reset Sign and Post	2	EA	\$144.88	289.76	-	-	-	-	0%	289.76
29	6" Topsoil	2,350	SY	\$6.02	14,147.00	-	-	-	-	0%	14,147.00
30	Silt Fence, High Porosity	100	LF	\$7.36	736.00	-	-	-	-	0%	736.00
31	Curb Inlet Sediment Filter	1	EA	\$175.72	175.72	-	-	-	-	0%	175.72
32	Hydro-Seeding, Fertilizer and Mulch	0.5	ACRE	\$27,801.96	13,900.98	-	-	-	-	0%	13,900.98
GROUP B – 18TH STREET (EAST) (SID 2022-02)											
1	Mobilization	1	LS	\$29,810.75	29,810.75	1.00	29,810.75	-	29,810.75	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85	-	481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32	-	1,385.32	100%	-
4	Remove Tree	6	EA	\$3,922.27	23,533.62	6.00	23,533.62	-	23,533.62	100%	-
5	Remove Pavement	100	SY	\$10.84	1,084.00	100.00	1,084.00	-	1,084.00	100%	-
6	Remove Concrete Sidewalk	372	SF	\$3.01	1,119.72	372.00	1,119.72	-	1,119.72	100%	-
7	Remove Storm Sewer Pipe	55	LF	\$16.23	892.65	55.00	892.65	-	892.65	100%	-
8	Adjust Valve Box to Grade	3	EA	\$1,927.41	5,782.23	3.00	5,782.23	-	5,782.23	100%	-
9	Earthwork Measured in Embankment (Established Quantity)	250	CY	\$21.68	5,420.00	250.00	5,420.00	-	5,420.00	100%	-
10	7" Concrete Pavement	1,535	SY	\$67.44	103,520.40	1,535.00	103,520.40	-	103,520.40	100%	-
11	6" Concrete Driveway	188	SY	\$78.63	14,782.44	154.00	12,109.02	-	12,109.02	82%	2,673.42
12	4" Concrete Sidewalk	2,448	SF	\$8.81	21,566.88	2,448.00	21,566.88	-	21,566.88	100%	-
13	Modular Block Retaining Wall	55	SF	\$101.11	5,561.05	55.00	5,561.05	-	5,561.05	100%	-
14	Detectable Warning Panels	48	SF	\$36.49	1,751.52	48.00	1,751.52	-	1,751.52	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.:	1	Application Period:	From 04/05/23 to 05/19/23	Application Date:	05/19/23
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A Bid Item No.	B Description	C Contract Information			F Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	E Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
15	Subgrade Preparation	1,535	SY	\$5.59	8,580.65	1,535.00	8,580.65		8,580.65	100%	-
16	Gravel Surface Course	2	TONS	\$68.97	137.94		-		-	0%	137.94
17	Concrete Header	4	EA	\$429.79	1,719.16	4.00	1,719.16		1,719.16	100%	-
18	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
19	Reset Sign and Post	5	EA	\$145.02	725.10		-		-	0%	725.10
20	6" Topsoil	1,535	SY	\$6.02	9,240.70	500.00	3,010.00		3,010.00	33%	6,230.70
21	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
22	Curb Inlet Sediment Filter	1	EA	\$175.72	175.72		-		-	0%	175.72
23	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86		-		-	0%	6,950.86
GROUP C - LINDEN AVENUE (SID 2022-03)											
1	Mobilization	1	LS	\$29,340.47	29,340.47	1.00	29,340.47		29,340.47	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Remove Pavement	18	SY	\$10.84	195.12		-		-	0%	195.12
6	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00	1,806.94		1,806.94	100%	-
7	Remove Storm Sewer Pipe	5	LF	\$27.58	137.90	5.00	137.90		137.90	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	121	CY	\$31.23	3,778.83	121.00	3,778.83		3,778.83	100%	-
9	7" Concrete Pavement	939	SY	\$66.68	62,612.52	939.00	62,612.52		62,612.52	100%	-
10	4" Concrete Sidewalk	1,335	SF	\$7.26	9,692.10	1,335.00	9,692.10		9,692.10	100%	-
11	Modular Block Retaining Wall	10	SF	\$101.09	1,010.90		-		-	0%	1,010.90
12	Subgrade Preparation	939	SY	\$5.59	5,249.01	939.00	5,249.01		5,249.01	100%	-
13	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
14	6" Topsoil	939	SY	\$6.02	5,652.78	500.00	3,010.00		3,010.00	53%	2,642.78
15	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
16	Curb Inlet Sediment Filter	1	EA	\$174.90	174.90		-		-	0%	174.90
17	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86		-		-	0%	6,950.86
GROUP D - 21ST STREET (SID 2022-05)											
1	Mobilization	1	LS	\$29,202.59	29,202.59	1.00	29,202.59		29,202.59	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Remove Pavement	373	SY	\$10.84	4,043.32	373.00	4,043.32		4,043.32	100%	-
6	Remove Concrete Sidewalk	2,317	SF	\$3.01	6,974.17	2,296.00	6,910.96		6,910.96	99%	63.21
7	Adjust Valve Box to Grade	4	EA	\$1,927.40	7,709.60	4.00	7,709.60		7,709.60	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	69	CY	\$21.68	1,495.92	69.00	1,495.92		1,495.92	100%	-
9	7" Concrete Pavement	1,341	SY	\$69.01	92,542.41		-		-	0%	92,542.41
10	6" Concrete Driveway	50	SY	\$78.61	3,930.50		-		-	0%	3,930.50
11	4" Concrete Sidewalk	3,318	SF	\$10.42	34,573.56		-		-	0%	34,573.56
12	Detectable Warning Panels	112	SF	\$36.49	4,086.88		-		-	0%	4,086.88
13	Subgrade Preparation	1,341	SY	\$5.58	7,482.78	671.00	3,744.18		3,744.18	50%	3,738.60
14	Gravel Surface Course	2	TONS	\$68.97	137.94		-		-	0%	137.94
15	Concrete Header	2	EA	\$532.11	1,064.22		-		-	0%	1,064.22
16	Trench Drain	1	EA	\$4,336.00	4,336.00		-		-	0%	4,336.00
17	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88		-		-	0%	3,093.88
18	Reset Sign and Post	1	EA	\$145.65	145.65		-		-	0%	145.65
19	6" Topsoil	1,110	SY	\$6.02	6,682.20		-		-	0%	6,682.20
20	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
21	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86		-		-	0%	6,950.86

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.: 1 **Application Period:** From 04/05/23 to 05/19/23 **Application Date:** 05/19/23

A Bid Item No.	B Description	C Contract Information			F Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	E Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
GROUP E – KINGWOOD AVENUE (2022-04)											
1	Mobilization	1	LS	\$28,884.99	28,884.99	1.00	28,884.99		28,884.99	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	1	EA	\$3,922.27	3,922.27	1.00	3,922.27		3,922.27	100%	-
5	Remove Concrete Sidewalk	23	SF	\$6.02	138.46	23.00	138.46		138.46	100%	-
6	Adjust Valve Box to Grade	2	EA	\$1,927.41	3,854.82	2.00	3,854.82		3,854.82	100%	-
7	Replace Curb Stop Box	1	EA	\$2,770.65	2,770.65	1.00	2,770.65		2,770.65	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	42	CY	\$21.68	910.56	42.00	910.56		910.56	100%	-
9	7" Concrete Pavement	924	SY	\$65.41	60,438.84	924.00	60,438.84		60,438.84	100%	-
10	4" Concrete Sidewalk	1,745	SF	\$9.76	17,031.20	1,745.00	17,031.20		17,031.20	100%	-
11	Detectable Warning Panels	40	SF	\$36.49	1,459.60	40.00	1,459.60		1,459.60	100%	-
12	Subgrade Preparation	924	SY	\$5.58	5,155.92	924.00	5,155.92		5,155.92	100%	-
13	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
14	6" Topsoil	924	SY	\$6.02	5,562.48	500.00	3,010.00		3,010.00	54%	2,552.48
15	Silt Fence, High Porosity	300	LF	\$7.36	2,208.00		-		-	0%	2,208.00
16	Curb Inlet Sediment Filter	2	EA	\$174.98	349.96		-		-	0%	349.96
17	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86		-		-	0%	6,950.86
GROUP F – OAK AVENUE (NORTH) (SID 2022-07)											
1	Mobilization	1	LS	\$29,880.87	29,880.87		-		-	0%	29,880.87
2	Bonding and Insurance	1	LS	\$481.85	481.85		-		-	0%	481.85
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32		-		-	0%	1,385.32
4	Remove Tree	4	EA	\$3,922.27	15,689.08		-		-	0%	15,689.08
5	Adjust Valve Box to Grade	3	EA	\$1,927.41	5,782.23		-		-	0%	5,782.23
6	Earthwork Measured in Embankment (Established Quantity)	97	CY	\$21.68	2,102.96		-		-	0%	2,102.96
7	7" Concrete Pavement	1,265	SY	\$68.14	86,197.10		-		-	0%	86,197.10
8	6" Concrete Driveway	42	SY	\$78.59	3,300.78		-		-	0%	3,300.78
9	4" Concrete Sidewalk	4,161	SF	\$9.28	38,614.08		-		-	0%	38,614.08
10	Detectable Warning Panels	80	SF	\$36.49	2,919.20		-		-	0%	2,919.20
11	Subgrade Preparation	1,265	SY	\$5.59	7,071.35		-		-	0%	7,071.35
12	Gravel Surface Course	1	TONS	\$69.95	69.95		-		-	0%	69.95
13	Concrete Header	1	EA	\$327.45	327.45		-		-	0%	327.45
14	Adjust Hydrant to Grade	1	EA	\$2,891.10	2,891.10		-		-	0%	2,891.10
15	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88		-		-	0%	3,093.88
16	Reset Sign and Post	2	EA	\$144.88	289.76		-		-	0%	289.76
17	6" Topsoil	1,265	SY	\$6.02	7,615.30		-		-	0%	7,615.30
18	Silt Fence, High Porosity	400	LF	\$7.36	2,944.00		-		-	0%	2,944.00
19	Curb Inlet Sediment Filter	3	EA	\$175.22	525.66		-		-	0%	525.66
20	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86		-		-	0%	6,950.86
GROUP G – 23RD STREET (WEST) (SID 2022-07)											
1	Mobilization	1	LS	\$41,531.98	41,531.98		-		-	0%	41,531.98
2	Bonding and Insurance	1	LS	\$481.85	481.85		-		-	0%	481.85
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32		-		-	0%	1,385.32
4	Remove Tree	3	EA	\$3,922.27	11,766.81		-		-	0%	11,766.81
5	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94		-		-	0%	1,806.94
6	Remove Storm Sewer Pipe	15	LF	\$12.47	187.05		-		-	0%	187.05
7	Earthwork Measured in Embankment (Established Quantity)	399	CY	\$21.68	8,650.32		-		-	0%	8,650.32
8	7" Concrete Pavement	971	SY	\$64.65	62,775.15		-		-	0%	62,775.15
9	6" Concrete Driveway	73	SY	\$78.62	5,739.26		-		-	0%	5,739.26

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.: 1 Application Period: From 04/05/23 to 05/19/23 Application Date: 05/19/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO #1	See Attached Change Order for Item Breakdown	1.00	LS	52,980.34	52,980.34	1.00	52,980.34		52,980.34	100%	-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
				Change Order Totals	\$ 52,980.34		\$ 52,980.34	\$ -	\$ 52,980.34	100%	\$ -
Original Contract and Change Orders											
				Project Totals	\$ 1,958,837.19		\$ 691,716.65	\$ -	\$ 691,716.65	35%	\$ 1,267,120.54



Master Fee Schedule

Fiscal Year 2022-23

CMC §1-930 Fiscal Management; Master Fee Schedule; Amendment; Conflicts

(1) Each fiscal year, the City Council shall adopt, by resolution, a [Master Fee Schedule](#), which shall establish rates, fees, charges, and other costs imposed by the City for goods and services provided to the public, for permits, licenses, and other grants of privilege, and for any other costs that may be imposed by law. A copy of the Master Fee Schedule, which shall be kept continually current, shall be readily available for public inspection at the City Clerk’s Office. Except as otherwise provided by law, all rates, fees, charges, and other costs found in the Master Fee Schedule shall be cumulative, and all rates, fees, charges, or other costs that may apply in a particular situation shall be due and payable.

(2) The Master Fee Schedule may be amended from time to time by resolution, order, or other appropriate action of the City Council.

(3) In the event of a conflict between the Master Fee Schedule and any other provision of the Crete Municipal Code, the highest rate, fee, charge, or other cost shall apply.

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PART I: GENERAL ADMINISTRATION

General 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	See Library Services
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

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	\$0.20 per page/side
Copier/Printer Rates – 8.5" by 11" Color	\$0.50 per page/side
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
Non-swimming Parent/Guardian	\$1.00
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	\$250.00
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

Administrative Services

1 to 5 Copies	\$5.00
6 to 10 Copies	\$10.00
11 to 20 copies	\$15.00
21 plus copies	\$20.00 plus \$0.50 per additional page
Email Accident Reports	\$5.00
CD/DVD	\$5.00
USB Drive	\$5.00
Local Background	\$5.00

Vehicle and Traffic Enforcement

ATV & UTV Registration Fee	\$100.00 per year
Vehicle Impoundment Fee	\$25.00
Impound Storage Fee	\$5.00 per day
Vehicle Hobbyist Permit	\$100.00 per vehicle
Electric Vehicle Parking Fee	\$10.00 per hour after first 4 hours

Animal Regulations

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

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 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

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	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$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	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$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.
Swimming Pool / Spa	\$73.34 per sq. ft.
Residential Plumbing Permits	
New Construction 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 Package	\$37.50 per dwelling unit
Furnace Replacement	\$21.50
Central Air Replacement	\$21.50

Miscellaneous Fees

Fence Permit	\$25.00
Building Moving Permit	\$75.00
Mobile Home Permit	\$50.00
Demolition Permit	\$25.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00

Inspections and Plan Review

Additional Inspection Fee	\$80.00 per inspection
Plan Review Fee	\$50.00

Public Property and Right-of-way

Barricade Fee – Type 3	\$15.00 per day
Barricade Fee – Type 2 / 2A	\$5.00 per day
Curb Cut Permit	\$12.00 per linear foot with a \$75.00 minimum
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00

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

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

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 1% of the regular permit fee, or \$100.00 whichever is greater, 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	With Building Permit
Comprehensive Plan Amendment	\$200.00

Plat Review and Recording

Preliminary Plat	\$200.00 plus City Engineer costs
Final Plat	\$200.00 plus City Engineer costs
Other Plats	\$200.00 plus City Engineer costs
Recording Fee	\$25.00

Special Requests

Special Exception Permit	\$200.00
Zoning Change	\$200.00
Variance Request	\$150.00

Subdivision Development

Application Fee	\$100.00
Subdivision Review & Inspection Fee	\$250.00
Recording Fee	\$25.00

PART IV: PUBLIC WORKS AND UTILITIES

Electric Service March 1, 2023

Residential Service Rates

Residential Services, all classifications, per month	
Customer charge	\$19.50
Rate per kWh – Summer	\$0.1087 per kWh
Rate per kWh – Winter	\$0.1087 per kWh for first 650 kWh used; \$0.0887 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	\$33.00
Customer charge, three phase service	\$57.35
Rate per kWh – Summer	\$0.1146 per kWh
Rate per kWh – Winter	\$0.1146 per kWh for first 1,200 kWh used; \$0.0971 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	\$85.00
On-peak demand charge – Summer	\$28.80
On-peak demand charge – Winter	\$21.00
Off-peak demand charge – Summer	\$9.80
Off-peak demand charge – Winter	\$21.00
Rate per kWh – All seasons	\$0.0463 per kWh

Electric Vehicle Charging Rate	\$0.135 per kWh
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Large Power Service Rates

Large Power Service; LP1, per month

Customer charge	\$225.00
On-peak demand charge – Summer	\$27.25
On-peak demand charge – Winter	\$20.95
Off-peak demand charge – Summer	\$8.50
Off-peak demand charge – Winter	\$20.95
Rate per kWh – All seasons	\$0.0406 per kWh

Large Power Service; LP2, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$26.20
On-peak demand charge – Winter	\$19.85
Off-peak demand charge – Summer	\$8.25
Off-peak demand charge – Winter	\$19.85
Rate per kWh – All seasons	\$0.0395 per kWh

Irrigation Service Rates

Customer charge	\$49.00
On-peak HP charge	\$94.50
Off-peak HP charge	\$32.85
Rate per kWh	\$0.0848 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	\$10.00
Rate per kWh – Summer	\$0.0627 per kWh
Rate per kWh – Winter	\$0.0627 per kWh

Rental Lighting (PL)	
Customer charge	\$10.00
PL1 – 175 watt mercury vapor light	\$8.50 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.70 per fixture
PL3 – 400 watt mercury vapor light	\$14.65 per fixture
PL4 – 400 watt sodium vapor light	\$14.65 per fixture
PL7 – 1,000 watt mercury vapor light	\$22.10 per fixture

Rental Lighting (ML)	
Customer charge	\$10.00
ML1 – 175 watt mercury vapor light	\$4.60 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.35 per fixture
ML3 – 400 watt mercury vapor light	\$5.65 per fixture
ML4 – 400 watt sodium vapor light	\$5.35 per fixture
ML7 – 1,000 watt mercury vapor light	\$7.10 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.

Avoided Cost Rate for Solar and Wind Cogeneration	
Generator nameplate rating of 25 kW or less	\$0.04070 per kWh
Generator nameplate rating greater than 25 kW	\$0.04209 per kWh

Production Cost Adjustment

The base production cost presently in effect is \$0.07184 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 months of December, January, and February.

- For Commercial Service Classes, the variable rate may be based on the average monthly water consumption for the months of December, January, and February 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	\$20.76
2 Carts	\$25.70
Yard Waste, optional	\$12.00

Commercial Rates

For the collection of solid waste and recyclable materials placed in approved carts or totes, 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	\$20.65	\$33.34
2 times	\$34.59	\$46.69
3 times	\$47.37	\$59.76
4 times	\$61.88	\$73.47
5 times	\$75.31	\$87.72
6 times	\$88.32	\$100.74

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	\$57.80	\$75.65	\$100.94	\$151.42	\$201.90

2 times	\$87.68	\$112.84	\$201.71	\$302.85	\$403.80
3 times	\$116.52	\$151.29	\$302.85	\$454.28	\$605.40
4 times	\$163.69	\$189.74	\$403.80	\$605.71	\$807.61
5 times	\$209.53	\$228.18	\$504.76	\$757.14	\$1,009.52
6 times	\$251.42	\$266.62	\$605.71	\$908.58	\$1,211.43

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
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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.



Master Fee Schedule

Fiscal Year 2022-23

CMC §1-930 Fiscal Management; Master Fee Schedule; Amendment; Conflicts

(1) Each fiscal year, the City Council shall adopt, by resolution, a [Master Fee Schedule](#), which shall establish rates, fees, charges, and other costs imposed by the City for goods and services provided to the public, for permits, licenses, and other grants of privilege, and for any other costs that may be imposed by law. A copy of the Master Fee Schedule, which shall be kept continually current, shall be readily available for public inspection at the City Clerk’s Office. Except as otherwise provided by law, all rates, fees, charges, and other costs found in the Master Fee Schedule shall be cumulative, and all rates, fees, charges, or other costs that may apply in a particular situation shall be due and payable.

(2) The Master Fee Schedule may be amended from time to time by resolution, order, or other appropriate action of the City Council.

(3) In the event of a conflict between the Master Fee Schedule and any other provision of the Crete Municipal Code, the highest rate, fee, charge, or other cost shall apply.

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PART I: GENERAL ADMINISTRATION

General 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	See Library Services
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

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	\$0.20 per page/side
Copier/Printer Rates – 8.5" by 11" Color	\$0.50 per page/side
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
Non-swimming Parent/Guardian	\$1.00
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	\$250.00
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

Administrative Services

1 to 5 Copies	\$5.00
6 to 10 Copies	\$10.00
11 to 20 copies	\$15.00
21 plus copies	\$20.00 plus \$0.50 per additional page
Email Accident Reports	\$5.00
CD/DVD	\$5.00
USB Drive	\$5.00
Local Background	\$5.00

Vehicle and Traffic Enforcement

ATV & UTV Registration Fee	\$100.00 per year
Vehicle Impoundment Fee	\$25.00
Impound Storage Fee	\$5.00 per day
Vehicle Hobbyist Permit	\$100.00 per vehicle
Electric Vehicle Parking Fee	\$10.00 per hour after first 4 hours

Animal Regulations

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

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 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

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	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$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	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$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.
Swimming Pool / Spa	\$73.34 per sq. ft.
Residential Plumbing Permits	
New Construction 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 Package	\$37.50 per dwelling unit
Furnace Replacement	\$21.50
Central Air Replacement	\$21.50

Miscellaneous Fees

Fence Permit	\$25.00
Building Moving Permit	\$75.00
Mobile Home Permit	\$50.00
Demolition Permit	\$25.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00

Inspections and Plan Review

Additional Inspection Fee	\$80.00 per inspection
Plan Review Fee	\$50.00

Public Property and Right-of-way

Barricade Fee – Type 3	\$15.00 per day
Barricade Fee – Type 2 / 2A	\$5.00 per day
Curb Cut Permit	\$12.00 per linear foot with a \$75.00 minimum
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00

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

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

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 1% of the regular permit fee, or \$100.00 whichever is greater, 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	With Building Permit
Comprehensive Plan Amendment	\$200.00

Plat Review and Recording

Preliminary Plat	\$200.00 plus City Engineer costs
Final Plat	\$200.00 plus City Engineer costs
Other Plats	\$200.00 plus City Engineer costs
Recording Fee	\$25.00

Special Requests

Special Exception Permit	\$200.00
Zoning Change	\$200.00
Variance Request	\$150.00

Subdivision Development

Application Fee	\$100.00
Subdivision Review & Inspection Fee	\$250.00
Recording Fee	\$25.00

PART IV: PUBLIC WORKS AND UTILITIES

Electric Service March 1, 2023

Residential Service Rates

Residential Services, all classifications, per month	
Customer charge	\$19.50
Rate per kWh – Summer	\$0.1087 per kWh
Rate per kWh – Winter	\$0.1087 per kWh for first 650 kWh used; \$0.0887 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	\$33.00
Customer charge, three phase service	\$57.35
Rate per kWh – Summer	\$0.1146 per kWh
Rate per kWh – Winter	\$0.1146 per kWh for first 1,200 kWh used; \$0.0971 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	\$85.00
On-peak demand charge – Summer	\$28.80
On-peak demand charge – Winter	\$21.00
Off-peak demand charge – Summer	\$9.80
Off-peak demand charge – Winter	\$21.00
Rate per kWh – All seasons	\$0.0463 per kWh

Electric Vehicle Charging Rate	\$0.135 per kWh
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Large Power Service Rates

Large Power Service; LP1, per month

Customer charge	\$225.00
On-peak demand charge – Summer	\$27.25
On-peak demand charge – Winter	\$20.95
Off-peak demand charge – Summer	\$8.50
Off-peak demand charge – Winter	\$20.95
Rate per kWh – All seasons	\$0.0406 per kWh

Large Power Service; LP2, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$26.20
On-peak demand charge – Winter	\$19.85
Off-peak demand charge – Summer	\$8.25
Off-peak demand charge – Winter	\$19.85
Rate per kWh – All seasons	\$0.0395 per kWh

Irrigation Service Rates

Customer charge	\$49.00
On-peak HP charge	\$94.50
Off-peak HP charge	\$32.85
Rate per kWh	\$0.0848 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	\$10.00
Rate per kWh – Summer	\$0.0627 per kWh
Rate per kWh – Winter	\$0.0627 per kWh

Rental Lighting (PL)	
Customer charge	\$10.00
PL1 – 175 watt mercury vapor light	\$8.50 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.70 per fixture
PL3 – 400 watt mercury vapor light	\$14.65 per fixture
PL4 – 400 watt sodium vapor light	\$14.65 per fixture
PL7 – 1,000 watt mercury vapor light	\$22.10 per fixture

Rental Lighting (ML)	
Customer charge	\$10.00
ML1 – 175 watt mercury vapor light	\$4.60 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.35 per fixture
ML3 – 400 watt mercury vapor light	\$5.65 per fixture
ML4 – 400 watt sodium vapor light	\$5.35 per fixture
ML7 – 1,000 watt mercury vapor light	\$7.10 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.

Avoided Cost Rate for Solar and Wind Cogeneration	
Generator nameplate rating of 25 kW or less	\$0.04070 per kWh
Generator nameplate rating greater than 25 kW	\$0.04209 per kWh

Production Cost Adjustment

The base production cost presently in effect is \$0.07184 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 months of December, January, and February.

- For Commercial Service Classes, the variable rate may be based on the average monthly water consumption for the months of December, January, and February 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	\$20.76
2 Carts	\$25.70
Yard Waste, optional	\$12.00

Commercial Rates

For the collection of solid waste and recyclable materials placed in approved carts or totes, 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	\$20.65	\$33.34
2 times	\$34.59	\$46.69
3 times	\$47.37	\$59.76
4 times	\$61.88	\$73.47
5 times	\$75.31	\$87.72
6 times	\$88.32	\$100.74

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	\$57.80	\$75.65	\$100.94	\$151.42	\$201.90

2 times	\$87.68	\$112.84	\$201.71	\$302.85	\$403.80
3 times	\$116.52	\$151.29	\$302.85	\$454.28	\$605.40
4 times	\$163.69	\$189.74	\$403.80	\$605.71	\$807.61
5 times	\$209.53	\$228.18	\$504.76	\$757.14	\$1,009.52
6 times	\$251.42	\$266.62	\$605.71	\$908.58	\$1,211.43

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
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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.



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

The Gardens 4th of July Celebration
NAME OF EVENT

Date of Event 7.6-23

Start Time of Event Dusk

Finish Time of Event 35/40 minutes

Location of Event _____

The Gardens
1405 Hickory Av
Crete, NE 68333

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

Streets or Alleys requesting to be closed _____
NA

Special Equipment _____

NA

Organization NA

Responsible Party NA

Address NA

Phone NA

[Signature] Kim Sasek
Signature of Responsible Party 4028266450

DO NOT WRITE IN THIS SPACE

Application # SE23-02

Public Works Review _____

Emergency Services Review _____

City Administrator Review to

Council Meeting Date
June 6th 2023

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.

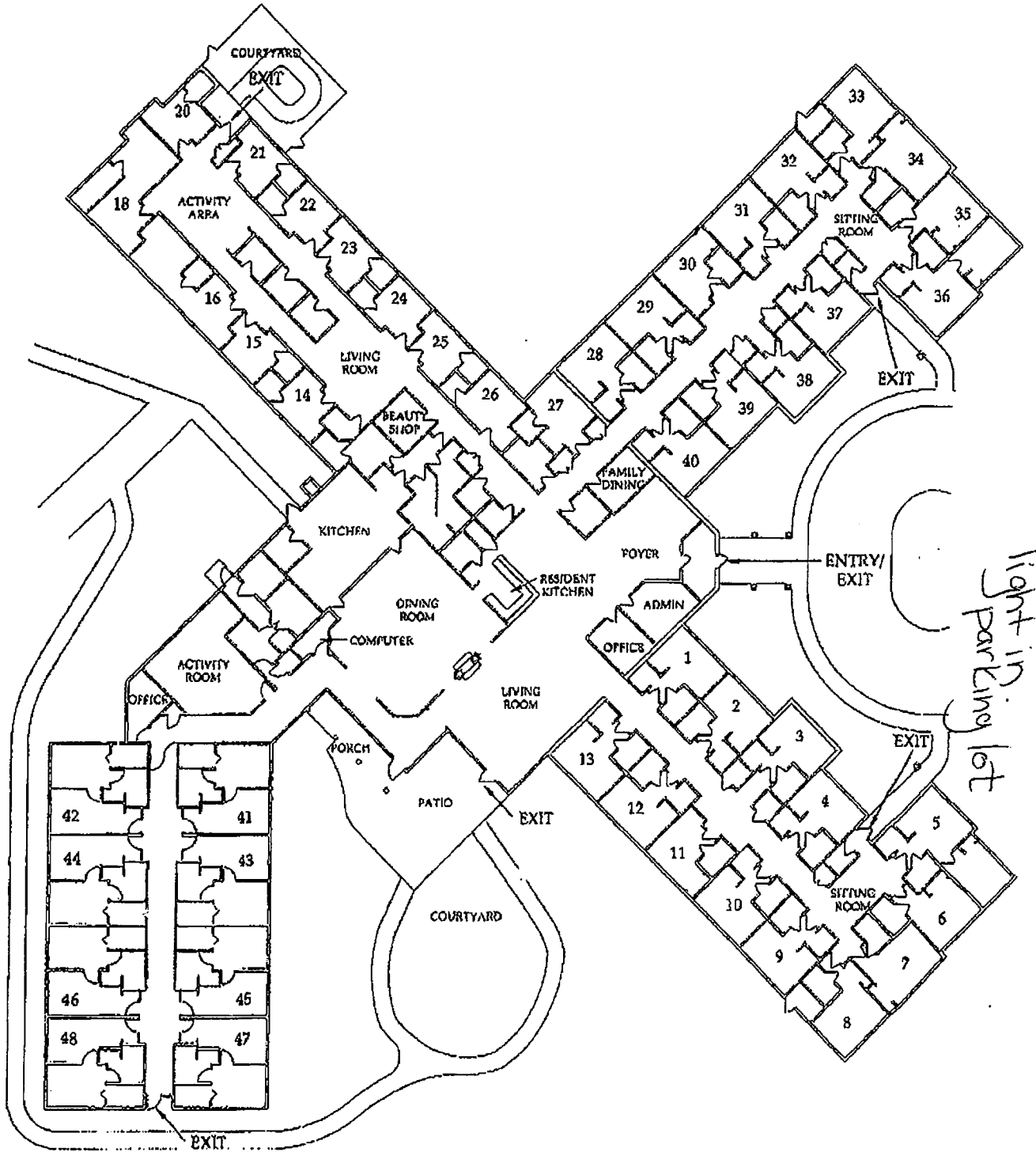
If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

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



TABITHA *in Crete*

THE GARDENS ASSISTED LIVING



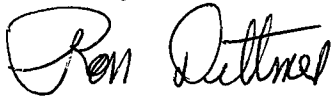
Dittmer & Dittmer

City Council,

Dittmer & Dittmer would like to request the following changes made to East Ridge Estate:

Lot 3, 1840 Eastgate Drive, split 50' to West half of Lot 3 and 50' to East half of Lot 3,
making 1850 Eastgate Drive.

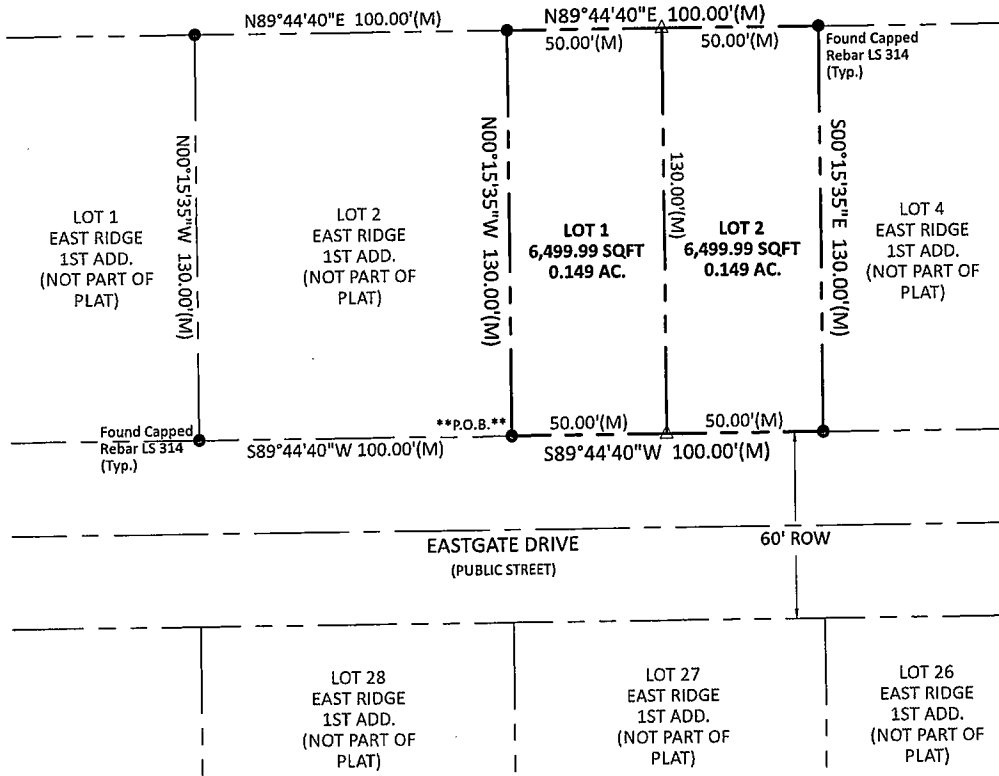
Sincerely,

A handwritten signature in black ink that reads "Ron Dittmer". The signature is written in a cursive style with a large, stylized "R" and "D".

Ron Dittmer

Dittmer & Dittmer LLC.

**EAST RIDGE 2ND ADDITION
ADMINISTRATIVE SUBDIVISION**
BEING ALL OF LOT 3, EAST RIDGE 1ST ADDITION LOCATED IN THE
S 1/2 OF THE SE 1/4 OF SEC. 26, T8N, R4E OF THE 6TH P.M.
SALINE COUNTY, NEBRASKA



DEDICATION (OWNER'S CERTIFICATE)

WE, DITMER & DITMER L.L.C., THE SOLE OWNER(S) OF THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE DO HEREBY APPROVE THIS ADMINISTRATIVE PLAT OF "EAST RIDGE 2ND ADDITION" LOCATED IN THE S 1/2 OF THE SE 1/4 OF SECTION 26, T8N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA. THIS SUBDIVISION IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, AS OF THE LAST DATE SHOWN HEREON.

SIGNED THIS _____ DAY OF _____, 2023.

DITMER & DITMER L.L.C. (TITLE)

DITMER & DITMER L.L.C. (TITLE)

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)SS
SALINE COUNTY)
ON THIS _____ DAY OF _____, 2023 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME TO ME, OWNER(S) OF DITMER & DITMER L.L.C. _____ (NAME)(S).
(NAME)(S), KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME ARE FIXED TO THE DEDICATION OF THE ADMINISTRATIVE PLAT AND THEY ACKNOWLEDGE THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.
MY COMMISSION EXPIRES THE _____ DAY OF _____

NOTARY PUBLIC

LAND SURVEYOR'S CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

DATE: 06/05/2023

Thomas B. Catlett
THOMAS B. CATLETT LS 502
CATLETT LAND SURVEYING
Bennet, Nebraska
Cell: 402.217.5816 Fax: 402.782.9901
tcatlett@catlettsurveying.com



- LEGEND**
- ▲ - SET SURVEY POINT AS INDICATED
 - - FOUND SURVEY POINT AS INDICATED
 - - CALCULATED SURVEY POINT
 - CTP - CRIMPED TOP PIPE
 - OTP - OPEN TOP PIPE
 - M - MEASURED DISTANCE
 - C - CALCULATED DISTANCE
 - P - PLAT DISTANCE
 - R - RECORDED DISTANCE
- BOUNDARY LINE



LEGAL DESCRIPTION:

A LEGAL DESCRIPTION OF "EAST RIDGE 2ND ADDITION" BEING ALL OF LOT 3, EAST RIDGE 1ST ADDITION, LOCATED IN THE S 1/2 OF THE SE 1/4 OF SECTION 26, T8N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SW CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3, N00°15'35"W A DISTANCE OF 130.00 FEET TO THE NW CORNER OF SAID LOT 3; THENCE ON THE NORTH LINE OF SAID LOT 3, N89°44'40"E A DISTANCE OF 100.00 FEET TO THE NE CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3, S00°15'35"E, A DISTANCE OF 130.00 FEET TO THE SE CORNER OF SAID LOT 3 AND THE NORTH R.O.W. OF EASTGATE DRIVE; THENCE ON THE SOUTH LINE OF SAID LOT 3 AND THE NORTH R.O.W. OF EASTGATE DRIVE, S89°44'40"W A DISTANCE OF 100.00 FEET TO THE SW CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING.

SUBJECT PROPERTY CONTAINS 12,999.08 SQUARE FEET OR 0.298 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

CITY OF CRETE CITY COUNCIL APPROVAL:

THIS PLAT OF "EAST RIDGE 2ND ADDITION" AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 2023.

MAYOR _____ ATTEST: CITY CLERK _____

ZONING ADMINISTRATOR APPROVAL:

THIS PLAT OF "EAST RIDGE 2ND ADDITION" AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 2023.

ZONING ADMINISTRATOR _____

NEBRASKA MUNICIPAL REVIEW

■ Mayor VanMatre speaks on Capitol Hill
to call for passage of Railway Safety Act

■ Central City welcomes Huskers
to play match in Buffalo Dome

■ Taking the lead: How city
officials can promote civility

Official Publication of the League of Nebraska Municipalities

MAY 2023



Papillion Butterfly Garden

Contents

MAY 2023

No. 1,177
ISSN 0028-1906

About the Cover:

The Papillion Butterfly Garden celebrates and protects Papillion's namesake — the butterfly. This garden provides not only a habitat, but a living classroom where the community can come to enjoy and learn about butterflies. The garden was created in 2020 as a Papillion 150 project, celebrating Papillion's 150th anniversary. The garden was made possible thanks to the generous donations of the Papillion community, and it is sustained by area volunteer gardeners.

The Papillion Butterfly Garden enhances the serene and reflective nature of Veterans Park. The garden features a 16-foot-tall monarch butterfly sculpture by renowned Omaha artist Matthew Placzek.

Image and copy courtesy of the City of Papillion.

4	The Director's Message by L. Lynn Rex, LNM Executive Director – League President Deb VanMatre participates with other local leaders in NLC press conference to advocate for passage of the bipartisan Railway Safety Act of 2023
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Larger Cities Legislative Committee

Seth Sorensen, City Manager, Alliance
Tobias Tempelmeyer, City Administrator/General Manager, Beatrice
Rusty Hike, Mayor, Bellevue
Jim Ristow, City Administrator, Bellevue
Mindy Rump, Mayor, Blair
Desirae Solomon, City Attorney, Blair
Miles Bannon, Council Member, Chadron
Tom Menke, City Manager, Chadron
Jim Bulkley, Mayor, Columbus
Tara Vasicek, City Administrator, Columbus
Dave Bauer, Mayor, Crete
Tom Ourada, City Administrator, Crete
Jerry Wilcox, Clerk/Treasurer, Crete
Joey Spellerberg, Mayor, Fremont
Jody Sanders, City Administrator, Fremont
Kent Ewing, Mayor, Gering
Pat Heath, City Administrator/Public Works Director, Gering
Mike Evans, Mayor, Gretna
Paula Dennison, City Administrator, Gretna
Corey Stutte, Mayor, Hastings
Shwan Metcalf, City Administrator, Hastings

James Liffbrig, Mayor, Holdrege
Chris Rector, City Administrator, Holdrege
Stan Clouse, Mayor, Kearney
Doug Kindig, Mayor, La Vista
Pam Buehe, Clerk, La Vista
John Fagot, Mayor, Lexington
Joe Pepplichtsch, City Manager, Lexington
Margaret Blatchford, Assistant City Attorney, Lincoln
Amanda Barker, Advisor to the Mayor, Lincoln
Nate Schneider, City Manager, McCook
Linda Taylor, Mayor, McCook
Bryan Bequette, Mayor, Nebraska City
Josh Moening, Mayor, Norfolk
Andrew Colvin, City Administrator, Norfolk
Brandon Kelliher, Mayor, North Platte
Layne Groseth, City Admin./Utilities Manager, North Platte
Steve Krajewski, Mayor, Ogallala
Kevin Wilkins, City Manager, Ogallala
Jack Cheloha, Deputy City Attorney/City Lobbyist, Omaha
David Black, Mayor, Papillion
Amber Powers, City Administrator, Papillion
R. Paul Lambert, Mayor, Plattsmouth

Emily Bausch, City Administrator, Plattsmouth
Don Groesser, Mayor, Ralston
Brian Kavanaugh, Council Member, Ralston
Rick Hoppe, City Administrator, Ralston
William De Roos, City Administrator, Schuyler
Jeanne McKerrigan, Mayor, Scottsbluff
Kevin Spencer, City Manager/Police Chief, Scottsbluff
Joshua Eickmeier, Mayor, Seward
Greg Butcher, City Administrator, Seward
Roger Gallaway, Mayor, Sidney
David Scott, City Manager, Sidney
Carol Schuldt, Council Member, South Sioux City
Lance Hedquist, City Administrator, South Sioux City
Cale Giese, Mayor, Wayne
Jill Brodersen, Council President, Wayne
Wes Blecke, City Administrator, Wayne
Barry Redfern, Mayor, York
Dr. Sue Crawford, City Administrator, York

Smaller Cities Legislative Committee

Lanette Doane, Clerk/Treasurer, Ansley
Jessica Quady, City Administrator, Ashland
Marlin Seeman, Mayor, Aurora
Eric Melcher, City Administrator, Aurora
Chris Anderson, City Administrator, Central City
Nikki Schwanz, City Administrator, Cozad
Andrew Lee, Admin./Clerk/Treasurer, Curtis
Alan Michl, Chairperson, Exeter
Becky Erdkamp, Clerk/Treasurer, Exeter
Kyle Svec, City Administrator, Geneva
Deb VanMatre, Mayor, Gibbon
Gary Greer, City Administrator, Gothenburg

Douglas Huber, Mayor, Hebron
Kelly Oelke, City Administrator, Hickman
Janine K. Schmidt, CMC/Treasurer, Morrill
Sandra Schendt, Clerk/Treasurer, Nelson
Chris Dibbern, General Counsel, NMPP Energy
Robin Spady, Director of Legislative Affairs & Natural Gas Counsel, NMPP Energy
Sandy Kruml, Clerk/Treasurer, Ord
Mike Feeken, Council Member, St. Paul
Nancy Bryan, Clerk/Treasurer, Stromsburg
Sandra Foote, Council Member, Superior
Jeff Hofaker, City Administrator, Sutton

Jessica Meyer, City Administrator, Syracuse
Kyle Arganbright, Mayor, Valentine
Melissa Harrell, City Administrator, Wahoo
Desiree Solomon, City Attorney, Waterloo
Stephanie Fisher, City Administrator, Waverly
Tom Goulette, City Administrator/Utility Superintendent, West Point
Randy Woldt, Utilities Superintendent, Wisner
CJ Heaton, City Administrator, Yutan

Executive Board 2022-2023

President	Deb VanMatre Mayor, Gibbon
President-Elect	Marlin Seeman Mayor, Aurora
Vice President	Bryan Bequette Mayor, Nebraska City
Past President	Paul Lambert Mayor, Plattsmouth
Directors	
Jean Stothert	Mayor, Omaha
Leirion Gaylor	
Baird	Mayor, Lincoln
David Black	Mayor, Papillion
Julie A. Deepe	Mayor, Deshler
Catherine-Jo Mills	Village Chair, Ansley
Joey Spellerberg	Mayor, Fremont
Joel Bergman	Mayor, St. Paul
Jordon Colwell	Council Vice President, Scottsbluff
Jeff Hofaker	City Administrator Sutton
Janine K. Schmidt	CMC/Treasurer, Morrill
Layne Groseth	City Administrator/Utilities Manager, North Platte

Affiliated Sections

City Managers	Phil Green Blair
Clerks	Elizabeth Butler Omaha
Municipal Accounting & Finance	Dawn Miller North Platte
Fire Chiefs	Dennis Thompson North Platte
Utilities	Al Schoemaker Blair

League Staff

L. Lynn Rex	Executive Director
Christy Abraham	Legal Counsel
Lash Chaffin	Utilities Section Director
Cherie DeFreece	Administrative Assistant/ Membership Services Assistant
Brenda Henning	Membership Services Assistant
Ethan Nguyen	LONM/LARM Information Technology Manager
Rob Pierce	Utilities Field Representative/ Training Coordinator
Shirley Riley	Membership Services Director
Ashley Wolfe	Marketing/Communications Director

LARM Staff

Dave Bos	Executive Director
Tracy Juranek	Assistant Executive Director, Customer Service Specialist
Diane Becker	Communications/Marketing Director
Fred Wiebelhaus	Loss Control/Claims Manager
Drew Cook	Customer Service Specialist
Kyla Brockevolt	Executive Administrative Assistant
James Kelley	Loss Control Specialist

CALENDAR

Municipal Accounting and Finance Conference.....June 21-23, 2023, Cornhusker Marriott Hotel, Lincoln
LONM Annual Conference.....Sept. 27-29, 2023, Cornhusker Marriot Hotel, Lincoln

Municipal Legal Calendar

(All statute citations to Revised Statutes of Nebraska)

JULY 2023

CITIES OF THE FIRST CLASS

July 1	Chair of the Park and Recreation Commissioners must file with City Clerk an itemized statement of all expenditures of the Park and Recreation Board. (16-697)
Between July 10 and July 30	Advertise for Class C Liquor License renewals. (53-135.01)
Between July 15 and August 15	Job titles and salaries of employees shall be published. (19-1102)
Prior to publication of notice of budget hearing	Council prepares proposed budget statement and makes it available to the public. (13-504) *Does not apply to cities with a biennial budget that are in the second year of the biennial budget period.
On or before August 20	County Assessor certifies to each governing body the current valuation of all property subject to the applicable levy. (13-509)
On or before September 30	Budget Statement filed with County Clerk and State Auditor (13-508) *Does not apply to cities with a biennial budget that are in the second year of the biennial budget period.
Within 10 working days following meeting or before next meeting (whichever is sooner)	Clerk to have minutes available for public inspection. (84-1413)
Within 15 days of passage	Clerk publishes ordinances passed. (16-405)
Within 30 days following Council meeting	Clerk publishes official proceedings of meetings, including claims. (19-1102)
Within 20 days after end of month	Treasurer files monthly financial report. (16-318)
*	Clerk must prepare agenda prior to next Council meeting. (84-1411)
End of Each Quarter	Report from Depository Banks due. (16-714)
By July 31	Clerk files Lane Mile Report with Nebraska Department of Transportation (39-2517 and 39-2518)

VILLAGES AND CITIES OF THE SECOND CLASS

Between July 10 and July 30	Advertise for Class C Liquor License renewals. (53-135.01)
Between July 15 and August 15	Job titles and salaries of employees shall be published. (19-1102)
Prior to publication of notice of budget hearing	Governing body prepares proposed budget statement and makes it available to the public. (13-504) *Does not apply to cities with a biennial budget that are in the second year of the biennial budget period.
On or before August 20	County Assessor certifies to each governing body the current valuation of all property subject to the applicable levy. (13-509)
On or before September 30	Budget statement filed with County Clerk and State Auditor. (13-508) *Does not apply to cities with a biennial budget that are in the second year of the biennial budget period.
Within 10 working days following meeting or before next meeting (whichever is sooner)	Clerk to have minutes available for public inspection. (84-1413)
Within 15 days of Passage	Clerk publishes or posts ordinances passed. (17-613)
Within 30 days following Council meeting	Clerk publishes official proceedings of meeting including claims. (19-1102)
Within 20 days after end of month	Treasurer files monthly financial report. (17-606)
*	Clerk must prepare agenda prior to next Council or Board meeting. (84-1411)
By July 31	Clerk files Lane Mile Report with Nebraska Department of Transportation (39-2517 and 39-2518)

Nebraska Municipal Review Editor and Advertising Sales: Ashley Wolfe, 402-476-2829 or ashleyw@lonm.org

The NEBRASKA MUNICIPAL REVIEW is the official publication of the League of Nebraska Municipalities, an association of the cities and villages of Nebraska, published at 1335 L St., Lincoln, Nebraska 68508 — Telephone 402-476-2829; FAX 402-476-7052; Website: www.lonm.org. Periodicals postage paid at Lincoln, Nebraska. Views of contributors, solicited or unsolicited, are their own and not to be construed as having the endorsement of the League unless specifically and explicitly stated by the publisher.

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POSTMASTER: Send address changes to NEBRASKA MUNICIPAL REVIEW, 1335 L Street, Lincoln, Nebraska 68508.



League President Deb VanMatre participates with other local leaders in NLC press conference to advocate for passage of the bipartisan Railway Safety Act of 2023

BY L. LYNN REX, EXECUTIVE DIRECTOR, LNM

Thanks to **U.S. Sen. Maria Cantwell (D-Washington)**, Chair of the Senate Commerce Committee, for partnering with the National League of Cities (NLC) to garner support for **S.576, the Railway Safety Act of 2023**. On May 17, **Irma Esparza Diggs**, Senior Executive and Director of Federal Advocacy for NLC, began the press conference in front of the U.S. Capitol by thanking Sen. Cantwell for her leadership as Chair of the Senate Commerce Committee which recently passed the Railway Safety Act. NLC selected six local leaders from across the country, including **League President Deb VanMatre**, Mayor of Gibbon, to share a few remarks at the press conference on the importance of the rail industry and rail safety legislation. Gibbon has experienced derailments, including one in 2021.

S.576 was introduced in response to the devastating train derailment in East Palestine, Ohio. Like some of the 1,164 derailments in 2022, the derailment in East Palestine has numerous short-term and long-term consequences for the health and safety of the first responders, railroad workers, and residents, as well as the viability of local businesses and the city's economy. The National Transportation Safety Board determined that a wheel bearing was overheating in the final stage of failure before the East Palestine crash. S.576 would address this

issue and other mechanical failures by establishing requirements for the proper installation and maintenance of wayside defect detectors; these are automated devices located on the side of tracks to monitor trains. S.576 would provide \$22 million to the Federal Railroad Administration for research and development grants for wayside defect detectors and \$5 million to the Pipeline and Hazardous Materials Safety Administration for the development of stronger and safer tank cars and valves to help mitigate future derailments involving hazardous materials.

U.S. Sen. J.D. Vance (R-Ohio) and **U.S. Sen. Sherrod Brown (D-Ohio)** introduced this important bipartisan legislation with the following co-sponsors: Sen. Robert Casey (D-Pennsylvania) Sen. John Fetterman (D-Pennsylvania) Sen. Marco Rubio (R-Florida) Sen. Josh Hawley (R-Missouri) Sen. Tina Smith (D-Minnesota) Sen. Amy Klobuchar (D-Minnesota) Sen. Mike Braun (R-Indiana) Sen. Mitt Romney (R-Utah) Sen. Roger Marshall (R-Kansas) Sen. Tammy Baldwin (D-Wisconsin)

S.576 now needs to pass the full Senate! NLC and state municipal leagues across the country are encouraging other lawmakers to join this bipartisan effort to prevent derailments by strengthening safety requirements and procedures to address factors which contributed to the PREVENTABLE, burning, toxic

train derailment in Ohio as well as other derailments (an average of three per day nationwide) resulting in varying degrees of disruption from inconvenience to utter devastation.

In addition to enhancing safety procedures for trains carrying hazardous materials, S.576 would require emergency response plans and advance notice and information from the railroad to state emergency response agencies. **As Mayor VanMatre stated during the press conference, in most places in Nebraska, it is local law enforcement, volunteer firefighters and other first responders who are first at the derailment site to provide assistance to railroad employees, citizens, and others.** This legislation would increase HAZMAT registration fees paid by Class I railroads to fund training grants enabling first responders and others to better manage potentially toxic and dangerous situations when there is a derailment.

The rail industry is critically important to our nation's economy! Notwithstanding, derailments are preventable with current technology, best practices and ongoing maintenance to protect railroad employees as well as the public. Local governments need Congress to pass this legislation since there really is not much any state or municipality can do to improve railroad safety. Federal legislation to address these significant issues is long overdue! ■



Above: (Front row from left to right) Irma Esparza Diggs, NLC Senior Executive and Director of Federal Advocacy; Gibbon Mayor Deb VanMatre, President of the League of Nebraska Municipalities; and U.S. Senate Committee Chair Maria Cantwell from Washington State who all spoke during the press conference on May 17 about the need for Congress to pass the bipartisan "Railway Safety Act of 2023." Photos courtesy of National League of Cities.

Mayor Deb VanMatre joins local leaders, U. S. Senator Cantwell on Capitol Hill to call for passage of Railway Safety Act

On Wednesday, May 17, Gibbon Mayor Deb VanMatre, President of the League of Nebraska Municipalities, joined a press conference hosted by the National League of Cities and U.S. Senate Commerce Committee Chair Maria Cantwell (WA) on the need for Congress to act on rail safety.

Local leaders, including VanMatre, highlighted their communities' rail concerns and urged the Senate to pass the bipartisan Railway Safety Act of 2023.

Around 140,000 miles of track in the United States cross directly through many of the nation's 19,000 cities, towns and villages. The unfortunate derailment and environmental contamination in East Palestine is not unprecedented, with more than 1,000 trains derailing last year in multiple states. More than 500 cities, towns and villages signed a letter urging Congress to act on rail safety.

"Nebraskans understand the importance of the rail industry but also recognize the need for rail safety," VanMatre said during the press conference. "Derailments have increased over the last few years, including one in Gibbon in 2021. This important legislation includes funding for additional training and assistance to volunteer firefighters and other first responders."



The bipartisan Railway Safety Act passed the Senate Commerce Committee last week. The legislation must now pass the full Senate. A summary of its key provisions can be found at <https://bit.ly/45aYq4e>.

Gibbon Mayor and League of Nebraska Municipalities President, Deb VanMatre and Executive Director, Lynn Rex, went to DC for the National League of Cities State Municipal League leadership fly-in. They met with key congressional staff to discuss municipal priorities and advocate on the behalf of their residents. The group also visited the White House to meet with key staff and discuss investments in infrastructure, the debt ceiling, and other local priorities. ■

Celebrating 52 years of service!



John Grimes was recently recognized for 52 years of service to City of Kearney and the Utilities Department! According to a representative from the City of Kearney, John shared his great pride in his job and his department. During the time John has spent with the City of Kearney he has seen his department makes great strides towards modernization and improvements in operations and equipment used. Although a large amount of manual labor is still required, when John started his career in the Utilities Department much of the work was done by hand. **Left:** John and his wife Linda at John's retirement party. Fun fact: Linda and John met during John's first week working for the City of Kearney. Photos shared courtesy of the City of Kearney.

John, thank you for all you have done!

RECENT DIRECTORY UPDATES

For the 2023 Nebraska Directory of Municipal Officials

The list below reflects updates to the Directory received since the Directory was released in April. Updates are listed each month in the magazine. To order a Directory, visit LONM.org/news.



Municipality	Title	Delete	Add
Bancroft	Board Member	vacant	Jon Toft
Bridgeport	City Administrator	vacant	Dawn Martin
Broken Bow	City Administrator	Daniel Knoell	David Schmidt
Hay Springs	Clerk/Treasurer	Kayley Taylor	Samantha Orr
Homer	Email	homervil@abbnebraska.com	villageofhomer@outlook.com
Morse Bluff	Clerk's Work	402-666-5264	402-607-2738
	Email	tmensik@nntc.net	morsebluffne@gmail.com
	Board Member	Tyler Vyhldal	Lynden Rathke
	Clerk/Treasurer	Kathy Mensik	Rose Shuster
Nebraska City	City Administrator	vacant	Perry Mader
	Clerk/Treasurer	Randy Dunster	
	Clerk		Randy Dunster
	Treasurer		Katie Drake-Heng
Stromsburg	Deputy Clerk/Treasurer	Kasie Leeling	Kayla Lane

Creating a vision for the *FUTURE*



The most current rendering of the Gibbon Fire Hall after the new addition is completed. Planning for the addition has been in the works for several years and work recently began.

After three years of planning, and three different city administrators, visible signs of progress have become visible to Gibbon residents on the new addition to the Gibbon Fire Hall. Site preparation began in late March on the east side of the fire hall and a public groundbreaking ceremony was held April 10 for the new addition. ■

Source – City of Gibbon



Above: A groundbreaking ceremony was held April 10 at the site of the new addition to the Gibbon Fire Hall. Manning ceremonial shovels at the ceremony were, left to right: Gibbon Fire Chief Rick Brown; Gibbon Volunteer Fire Department President Andrea Rodriguez; BD Construction representatives Rich Gregg and Scott Kralik; Wilkins ADP representatives Jacob Sertich and John Lillyman; Gibbon City Administrator Matt Smallcomb; Gibbon Mayor Deb VanMatre; Olsson Associates engineer Jess Hurlbert; and Gibbon City Councilmen Bob Krier and Derrick Clevenger. **Left:** Gibbon Mayor Deb VanMatre thanked the community at large and members of the Gibbon Volunteer Fire Department for their support in making the Gibbon Fire Hall update a reality at remarks given at the groundbreaking ceremony. Photos courtesy of Dennis Walker.

Central City welcomes Huskers to play Spring Match in new Bison Activity Dome

■ BY RYAN DETTMAN
CENTRAL CITY REPUBLICAN NONPAREIL ■

Editor's note: This story was originally printed in the May 4, 2023 issue of the Central City Republican Nonpareil

In January 2021, it was announced that Central City Public Schools would embark on a construction project that would bring a monolithic dome structure to Central City. It also was mentioned that there was a group interested in holding an event at the venue in 2023.

Flashforward to Saturday, April 29, as the University of Nebraska-Lincoln (UNL) volleyball team made their way to Central City, the event that was once only a dream had become a reality. The Husker volleyball squad stepped off their bus to a warm welcome courtesy of the Central City High School band and community members who

Continued on page 24 / Huskers



The event on Friday was a success as was the main event on Saturday. It took a village to make this event come to life beginning with a conversation between Jeff Jensen and Barry Carlson in 2020. Saturday, Jensen had a moment to soak it all in as the dome began to fill with Husker volleyball fans. Photo courtesy of the Central City Republican Nonpareil.

Taking the lead:

How city officials can promote civility

■ **BY MATT LEHRMAN**
SOCIAL PROSPERITY PARTNERS ■

Civility in local government is similar to the guardrails on a highway — providing structure by which municipal leaders and the public can navigate around each other. Securing the travel lanes provides mutual safety for people heading in all directions. When civility breaks down, however, people and perspectives collide — resulting in misunderstandings and disagreements that can harm relationships and fracture a community’s sense of togetherness.

Guardrails can’t provide complete protection from conflicts, but they are the fundamental structures of cooperation and coexistence.

In the first half of this article, I’m going to make the strategic, and perhaps idealistic, case for celebrating disagreement. If you’ve already been on the receiving end of anger and vitriol, I’ll understand if you skip to the second half, which offers thoughts on how to stand strong against incivility.

Taking the lead

Every city official owns the responsibility for the infrastructure of civility in their municipality. Whatever your personal agenda or philosophy, you are — by nature of your position — undeniably responsible for ensuring access, information, and respect for all, including for those with whom you disagree.

Creating an environment that is open, fair, and considerate to everyone is crucial. This means basing your decisions on factual information, being transparent in your actions and decision-making processes, and being accountable for promoting a sense of pride and togetherness throughout your community.

By prioritizing civility, you set a positive example and build trust and confidence — not just in local government, but in your community’s essential quality of togetherness. A civil local government is not just nice to have but a must-have. It is the

foundation upon which a healthy and functioning democracy is built.

Welcoming disagreements

Disagreement is not a sign of dysfunction, but rather a prerequisite for effective decision-making in a free society. The ideal of democracy is that it enables people with assorted knowledge, values and lived experiences to come together to recognize and solve community problems. The civic leadership for which you’re responsible cannot be achieved without the presence of diverse and even passionate perspectives and viewpoints.

Disagreement also helps to expose underlying assumptions and biases. When individuals with different perspectives come together, they are often forced to articulate and defend their assumptions and values — a process that reveals hidden biases and assumptions. By engaging with dissenting viewpoints, municipal leaders can gain a more comprehensive understanding of the problem they are trying to solve. Diverse perspectives can help to identify issues that may have been overlooked or underappreciated. In this way, disagreement can be a catalyst for creativity and innovation.

When citizens are encouraged to express their views and engage in constructive dialogue, they are more



likely to hold their leaders accountable for their decisions. Can you make yourself comfortable with feedback and criticism? By engaging with — rather than avoiding or repelling — diverse perspectives, even dissent, you have the potential to create a culture of accountability that ensures decision-making is truly transparent and responsive.

As a civic leader, when you say “community,” it’s especially important for people to remember that you are responsible to serve not a specific constituency, but the entire population of your city. While it may be tempting to focus on the interests of your most vocal supporters or a community’s loudest voices, doing so can lead to short-term thinking and neglect of the long-term interests of the broader community.

Disagreement builds trust and strengthens relationships. When individuals feel that their opinions are valued and respected, they are more likely to be invested in that decision-making process. By creating forums for meaningful dialogue, municipal leaders demonstrate their commitment to the community and build relationships of trust and mutual respect. In this way, disagreement can be a powerful force for social cohesion and community building.

While disagreement can be challenging and uncomfortable, leaders must foster an environment that encourages open and honest communication. This may require the development of formal mechanisms for soliciting feedback and dissent, such as public forums or advisory committees. Leaders also must be prepared to model constructive dialogue and demonstrate a commitment to the



values of transparency, accountability, and inclusivity.

Standing strong against incivility

The American ideal of government is rooted in the belief that reasonable people can work together to find solutions to shared problems. Compromise is not a weakness, and ample time and space exist to make community decisions. While not everyone will always agree on the final outcome, the process must be fair and thorough — ensuring that everyone feels heard. This is encapsulated in the American motto, *e pluribus unum*: “Out of many, one.”

Unfortunately, this ideal is being threatened by the prevalence of anger and outrage in American media, where clicks, shares and time spent engaging translate into profit. This business model has created a market for incivility and negativity that pervades our society, leading to issues such as polarization and divisiveness. It’s a conundrum.

To counteract this, local governments

must actively practice respectful communication and behavior that promotes collaboration, compromise and constructive dialogue. Incivility, which demonstrates a lack of respect and consideration for others, creates a self-centered attitude that can leave others feeling hurt, disrespected and excluded. It can extend beyond individual interactions to affect relationships, productivity, and broader societal issues community-wide. Therefore, it’s essential to strive for an environment that encourages civility and respectful engagement, helping to restore the American ideal of government.

If you want to stand against incivility, you need to recognize and call it out when you see it, in particular:

Obstinace — stubborn adherence to one’s own opinion despite reason or persuasion.

Demagoguery — emotional and prejudicial appeals to sway public opinion, rather than engaging in rational argument.

Continued on page 10 / See Civility

Civility

Continued from page 9

Dogmatism — the inflexible adherence to a particular set of principles, beliefs or ideology, without considering alternative viewpoints or evidence.

Changing these behaviors is not something that can be achieved overnight. If you're looking for a quick fix, I'm sorry to disappoint, but there is no magic phrase or verbal jiu-jitsu tactic that can instantly reverse an instance of incivility during a council meeting.

The following is the civility that all local leaders need to get good at:

- **Energize obstinance.** Find shared goals and values that underlie the debate. By identifying common ground, you can frame the conversation in a way that encourages compromise and collaboration. Bring in outside experts, facilitators, or neutral third parties to provide fresh perspectives and objective feedback.
- **Counter demagoguery.** Focus on presenting the facts and evidence that support the proposed course of action. By presenting data and statistics in a clear and compelling way, you can help to move the conversation away from emotional appeals and toward rational and fact-based decision-making. Engaging in active listening and making space for the consideration of alternative solutions is vital.
- **Overcome dogmatism.** Frame the debate in terms of outcomes rather than ideology. By focusing on the practical implications of different policy choices, you shift the conversation away from entrenched beliefs and toward pragmatic solutions. Building alliances and coalitions across ideological lines also can be an effective way to seek out common ground and work together toward shared goals.

You have a crucial responsibility to govern your community in a fair, equitable, and just manner. This requires standing strong against incivility and disrespect, even when it's being thrown at you. By modeling respectful behavior and promoting constructive dialogue, you set the standard for your community.

Connecting, respecting and listening

As a civic leader, you are the guardian of a thriving community, responsible for making decisions that impact the lives of your residents. Facing incivility and negativity during council meetings and community events can be disheartening, but giving up is not an option when it comes to civic leadership.



Remember that your mission is to create a positive and inclusive environment for all. By prioritizing respect and collaboration, you set an example for others to follow, creating a ripple effect that can spread throughout the community. Keep your focus on how people in your community deserve to feel about civic engagement — connected, respected, and heard — and find the motivation to push through challenging situations and work toward constructive solutions.

Local leaders hold the power to shape decisions that impact people's daily lives. Making those decisions with integrity, fairness and a commitment to the greater good is crucial. By bringing people together, bridging divides and creating a better future for your community, you have a responsibility worth fighting for.

Stay strong, stay committed and keep striving toward creating a more positive and inclusive community. ■

Matt Lehrman is managing director of Social Prosperity Partners. He will deliver the opening keynote "From Conflict to Conversation" at the League of Nebraska Municipalities' Annual Conference on September 28, 2023. A version of this article originally appeared in Minnesota Cities magazine.

EPA issues best-practices memo for assessing cybersecurity risks in water and wastewater utilities

The U.S. Environmental Protection Agency (EPA) issued a memo to states and public water systems (PWS) proposing best practices for evaluating water and wastewater utilities' vulnerabilities to cybersecurity attacks.

The EPA's March 2023 memo, "Addressing PWS Cybersecurity in Sanitary Surveys or an Alternate Process," offers guidance to utilities to assess current cybersecurity practices, develop risk-mitigation plans to address identified vulnerabilities and offer technical assistance for both evaluations and remedies to reduce risks.

Federal regulations require states to conduct periodic sanitary surveys of public water systems to protect drinking water. EPA interprets the regulations to include operational technology, such as industrial control systems and cybersecurity systems. As part of the state's periodic sanitary surveys of public water systems, the state will assess the cybersecurity adequacy of a PWS and if deficiencies are found, then the state must require the utility to address them.

The EPA's 100-page memo offers best practices for cybersecurity self-assessments or third-party assessments, a cybersecurity checklist, information on training and other technical assistance, and suggestions for financial assistance to assess and improve cybersecurity controls.

The EPA memo can be found at <https://www.epa.gov/waterriskassessment/epa-cybersecurity-water-sector#rule>. ■

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LIGHT deems first year serving League members a success



Dennis Maggart

“
The program has seen amazing growth from its initial membership of 22 groups with approximately 294 employees to over 52 groups with over 625 employees.
”

The League Insurance Group Health Team (LIGHT) is wrapping up a very successful year of growth and service to League members and their employees. LIGHT was formed July 1, 2022, as an Association Health Plan (AHP) and is made up exclusively of League of Nebraska Municipalities members with the express purpose of providing the highest quality employee benefit programs for municipal employees. Since we are focused specifically on the needs of League members, LIGHT was able to tailor a menu of employee benefits that not only meets the needs of your employees, but also simplifies the administration of the program. The program has seen amazing growth from its initial membership of 22 groups with approximately 294 employees to over 52 groups with over 625 employees.

This amazing growth was the result of the contributions of a dedicated LIGHT

Board, made up of member groups committed to building an efficient and stable program. Selecting the best-in-class carrier partners for our medical benefit in Blue Cross and Blue Shield of Nebraska, along with Mutual of Omaha, for all of our ancillary-line coverages has proven to be a proper approach, providing high-quality service at very competitive prices. Combining those carrier products with additional administrative services has provided members with a one-stop package of coverage and services that assure the best value along with reduced administration time and cost at the municipal level. Supporting the program behind the scenes is the outstanding League staff, assisting with compliance and coordination of the programs and keeping the focus on serving the members.

LIGHT expects to continue this pattern of growth and were pleased to recently
Continued on page 19 / See LIGHT

LIGHT: Enhanced ancillary plan offerings for 2023

The League Insurance Government Health Team (LIGHT) is pleased to announce some enhanced plan offerings effective with your July 1, 2023 plan renewal. Based on feedback from our members, we have been working with Mutual of Omaha to create some additional coverage options that enhance our current menu of benefits. Each LIGHT member group can choose from a range of optional life, disability, dental, vision and worksite plans to provide their employees with the best possible package of employee benefits. In addition, by adding these coverages through the LIGHT program you have added advantage or large group pricing, more secure rating and the convenience of all your coverages being included in your EASE employee benefit administration platform.

These new offerings are optional and can be selected to replace the current group offering you have selected. The new coverages are:

- New Short-Term Disability Coverage—This is a group plan that offers employees a weekly benefit of 60% of their income up to \$1,000 after a 14-day absence.



United of Omaha Life Insurance Company
A Mutual of Omaha Company

This plan dovetails with the Mutual of Omaha Long-term Disability plans, providing your employees financial security in case of a disability.

- Enhanced Long-Term Disability Plan Option – In addition to the current plan offering, this alternative enhanced LTD plan provides higher monthly benefits. The current plan provides benefits of 60% of the covered monthly payroll up to a maximum of \$2,000 while the alternative plan

Continued on page 19 / See Plan



Adobe Stock image

Does your community need a dog park?

BY DIANE BECKER
COMMUNICATIONS/MARKETING
DIRECTOR, LARM

Over half of U.S. residents own at least one dog and are responsible for keeping their dog(s) fed, watered, sheltered, clean, and exercised. Of these responsibilities, the most difficult one for many dog owners may be providing exercise for their

pets. Many people don't have the space in their homes or yards to allow a dog to be as active as it should be to stay healthy. Dogs also need socialization; a dog park can be a safe place to interact with other dogs. For these reasons, many municipalities have provided dog parks for pet owners.

There are pros and cons to having a dog park in a community. If a dog park has rules that are posted clearly and enforced, there are usually few problems. A well-constructed park allows plenty of space for a pre-determined number of dogs to run. It also should have solid fences and equipment that can provide play opportunities. There should also be separate areas for small and large dogs. Most dog parks also will have double-gated entrances/exits so that dogs can't escape when new dogs enter the park.

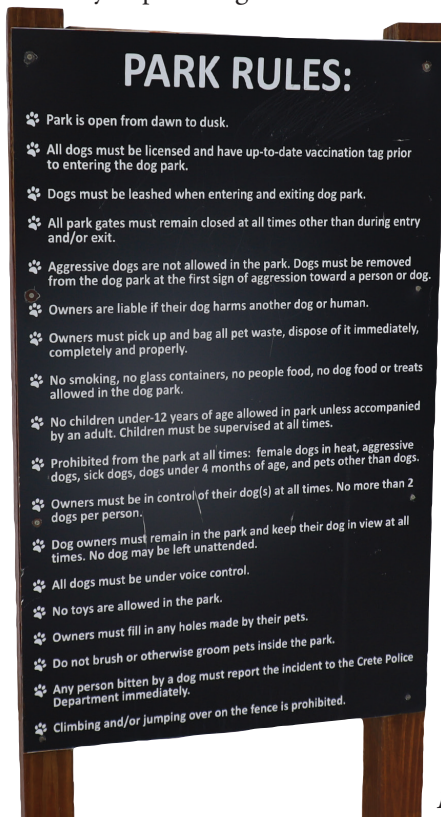
Dog parks need regular maintenance to ensure no dog feces or trash is left in the park. The grass needs to be mowed and any weeds must be controlled. Water also should be provided at the park.

If a dog park is built well and maintained and dog owners abide by the posted rules, dog parks are great amenities that cities can provide.

Some dog owners are adamantly against taking their dogs to a dog park. If a city doesn't take the time or effort to maintain it well, a dog park can be dangerous for pets. There are instances when dog parks have trash or broken equipment that injures dogs. Fences need to be repaired when needed so that dogs aren't escaping from the dog park or getting hurt by the sharp fence edging. Feces left by other dogs provide a breeding ground for diseases that can spread to other dogs.

Many dog owners complain that aggressive dogs may attack well-behaved dogs at the park. Dog owners should be in the park moving with their dogs, so the dog can run and then return to the owner if there is potential trouble with another dog in the park.

Dog parks that are run well can significantly benefit a community. Dog owners will look for available dog parks when searching for a place to live. Dog parks also provide a place for dog owners to socialize with other dog owners. A dog park can be a valuable amenity for a community if sufficient time and funds are available to build and maintain it correctly. ■



Left: Photo of the rules at Waggin' Tail Dog Park in Crete. Photo by Diane Becker/LARM



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Henry L. Wiedrich

What to make of the National Labor Relations Board—and should you care?

BY HENRY L. WIEDRICH, CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

Historically, we have been able to separate out what parts of our government systems are political (such as legislative bodies and executive branches of government) and what parts are apolitical (judicial systems, including courts, tribunals, law enforcement, etc.).

We have come to expect just about anything from the political parts of our government, and unfortunately, sometimes we expect very little—at least when it comes to the U.S. Congress. We have grown accustomed to theater, half-truths and lies, reversals on policy, constant angling, talking points, and occasionally something productive. Regardless of political persuasion, we all kind of roll our eyes at this, but remain unsurprised. This is partly because these parts of government are intended to be representative, and therefore effect change based upon changing voting patterns, and partly because of past and current dysfunctions.

However, from our apolitical parts of government, we expect consistency and impartial justice, regardless of a person's political persuasion. We expect law enforcement agencies and officials to treat people equally and fairly, and not target political opponents. We expect courts to be fair and to apply the law in a manner that provides fair notice and consistent expectations to the parties.

These lines blur where a political part of government, and its political appointees (subject to change with elected officials), serve in a quasi-judicial capacity. This intersection is where we find the National Labor Relations Board (the “NLRB”), and its job in enforcing the National Labor Relations Act (the “NLRA”).

The Interplay between the Industrial Relations Act and the NLRA

To be clear, the NLRA does not apply to public-sector employees.¹ Instead, public employers in Nebraska are subject

to the Nebraska Industrial Relations Act (the “IRA”). The IRA prohibits certain employment practices for public employees and public employers.² For employers, such practices include, among other things: (a) refusing to negotiate in good faith with respect to mandatory topics of bargaining; (b) interfering with employees’ exercise of rights under the IRA; and (c) discriminating against an employee for membership in a union or participation in union activities.³ These prohibitions are similar to unfair labor practices listed in the NLRA.⁴

Given the similarities between the IRA and NLRA, although the NLRA does not apply to public employers, Nebraska courts have routinely stated that decisions under the NLRA, although not binding, are helpful in interpreting the IRA. Stated another way, “[d]ecisions under the NLRB are helpful where there are similar provisions under the Nebraska statutes.”⁵

This makes intuitive sense if NLRB decisions are treated like court precedent, where legal theories incrementally build over time and there is respect for precedent, such that there are not regular and dramatic changes of position by the NLRB. However, because NLRB Board members, and its general counsel, are appointed by the President for 5-year terms, with Senate confirmation, NLRB decisions are a better barometer for which party is in political power, rather than a faithful interpretation of the NLRA. This appointment process creates regular pendulum swings and reversals on NLRB decisions, which have exacerbated over time with political polarization.

What this means is that the Obama-appointed NLRB will make vastly different decisions than the Bush-appointed NLRB. Likewise, the Biden-appointed NLRB often makes decisions that are 180-degree reversals from the Trump-appointed NLRB. Generally speaking, Democrat-appointed boards are more union friendly and Republican-appointed boards are more employer friendly.

Therefore, when you see news stories about the latest ruling from the NLRB, do not be surprised if it is a reversal of a recent decision, particularly where the Executive branch has changed hands in the last four years. If you find yourself wondering what rule applies, ask what party is in control and research accordingly. A decision directly on point from the previous board may be summarily reversed the next time the issue is heard, if political power has changed hands.

For this reason, depending upon the volatility of the issue, Nebraska courts should also view NLRB decisions for what they are—reflections of political power, instead of cogent legal analysis.

The Lion Elastomers Decision by the NLRB

This brings me to the NLRB's May 1, 2023, decision⁶ in the *Lion Elastomers* case, which involved the disciplining and subsequent firing of an employee who made profane, harassing, and discriminatory comments in the course of engaging in activity that would otherwise be protected by the NLRA.

The question in the case was when does an employee's conduct become so abusive or offensive that he loses the protection of the NLRA?

The *Lion Elastomers* case is another example of pendulum swings by the NLRB. In 2020, on this very issue, the Trump-majority NLRB issued a ruling in *General Motors, LLC*, 369 NLRB 127 (2020), in which the board determined that the lawfulness of a termination or disciplinary action should be judged by whether or not the employer would have disciplined the employer for their misconduct, regardless of the context in which it occurred. This meant that if an employee would have been disciplined for engaging in abusive, aggressive, harassing, or discriminatory conduct while not exercising a right under the NLRA, then the same treatment could be applied to an employee who was exercising a right under the NLRA.

In *Lion Elastomers*, however, the Biden-majority board ruled that the evaluation of such decisions must be made based on the totality of the circumstances, including (1) the place of the discussion,

(2) the subject matter of the discussion, (3) the nature of the employee's outburst, and (4) whether the outburst was provoked by the unfair labor practice. Unsurprisingly, the more factors to be considered, the greater discretion is granted to the board in weighing those factors. In applying these factors, the board ruled that the employee's termination violated the NLRA, the employee was entitled to reinstatement, and the employee must be made whole for lost earnings. The board stated: "[F]or many decades, the Board (with judicial approval) proceeded from the experience-based premise that labor disputes are often heated and...the Board should treat some employee misconduct as inseparable for that activity...."

Employer Takeaways and Conclusions

In the event a public employer encounters an employee who is exercising rights under the IRA, and is doing it in a manner that is abusive, offensive, harassing, racist, or discriminatory, the *Lion Elastomers* decision urges caution in making a discipline or termination decision. The employer should pause and evaluate all of the facts, and consult legal counsel in making the decision. ■

Editor's Note: This article is not intended to provide legal advice to its readers. Rather, this article is intended to alert readers to new and developing issues. Readers are urged to consult their own legal counsel or the author of this article if they wish to obtain a specific legal opinion regarding their particular circumstances. The author of this article, Henry L. Wiedrich, can be contacted at Cline Williams Wright Johnson & Oldfather, L.L.P., 12910 Pierce Street, Suite 200, Omaha, NE 68144, (402) 397-1700, hwiedrich@clinewilliams.com, or www.clinewilliams.com.

End notes

¹ See 29 U.S.C. § 152(2).

² Neb. Rev. Stat. § 48-424.

³ *Scottsbluff Police Officers Ass'n, Inc., F.O.P. Lodge 38 v. City of Scottsbluff*, 282 Neb. 676, 681 (2011).

⁴ 29 U.S.C. § 158.

⁵ *Nebraska Public Employees Local Union 251 v. Otoe County*, 257 Neb. 50, 63 (1999).

⁶ *Lion Elastomers LLC*, 372 NLRB No. 83 (May 1, 2023).



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Stuart awarded grant to help modernize natural gas pipelines

The Natural Gas Distribution Infrastructure and Modernization Grant is part of the Bipartisan Infrastructure Law

The Village of Stuart was recently awarded federal grant funding for a local natural gas pipeline project announced by U.S. Secretary Pete Buttigieg and the Pipeline and Hazardous Materials Safety Administration (PHMSA) as part of \$196 million in grants for 37 projects across 19 states.

Stuart is a member of the National Public Gas Agency (NPGA), the wholesale natural gas supply organization of NMPP Energy. The award for Stuart was presented recently at a press conference by Nebraska Gov. Jim Pillen, Nebraska U.S. Sen. Deb Fischer and representatives from PHMSA and the American Public Gas Association.

The new Natural Gas Distribution Infrastructure Safety and Modernization grant program provides nearly \$1 billion in funding over the course of five years to modernize municipally and community-owned natural gas distribution pipes. The award is part of the Bipartisan Infrastructure Law.

Stuart was among six NPGA members that applied for grants totaling more



Village of Stuart Board Chair Larry Paxton, left, and Stuart Utility Superintendent Bob Lockman, right, are presented with a federal grant for a pipeline project by Nebraska Gov. Jim Pillen. Photo courtesy of NMPP Energy.

than \$6 million in this first round of applications. The City of Trinidad, Colo., an NPGA member, also received a federal grant. The next funding opportunity of \$392 million is expected to be released in May 2023.

Stuart's grant award of \$216,662 will be used for local natural gas pipeline replacement, including pipeline valves, the implementation of an Automated Metering Infrastructure system and Global Positioning System.

Last year, NPGA held a workshop for its member communities that focused on grant funding opportunities through

PHMSA's grant program for publicly-owned utilities.

"It's great to see two of our six NPGA member utilities that applied be selected in this first round of grant funding awards," said Beth Ackland, NPGA director of gas operations. "For small utilities, applying for federal grant funding is a significant effort due to staffing limitations, so it makes it especially rewarding to see our member utilities get rewarded." ■

Source – NMPP Energy.

Seven airports to see upgrades with \$17 million in federal grant funds

Seven Nebraska airports will share \$17 million in federal grants to upgrade runways, build hangars and make other improvements.

The Federal Aviation Administration

grants come from the second funding round of the Airport Improvement Program, which promotes safety, security and environmental stewardship at the nation's airports.

Cities benefiting from the monies are Ainsworth, Burwell, Norfolk, North Platte, Scottsbluff, Sidney and Wayne, the Nebraska Department of Transportation said in a Wednesday news release.

Ann Richart of the NDOT said state officials look forward to working with

the FAA to ensure maximum use of the grant funds.

"We're happy to be able to partner with the FAA Central Region in Kansas City to get this essential grant funding to our airports," said Richart, director of the aeronautics division.

Grant recipients:

- \$12 million is to rehabilitate the runway at Scottsbluff's Western Nebraska Regional/William B. Heilig Field.

Continued on page 26 / Airports

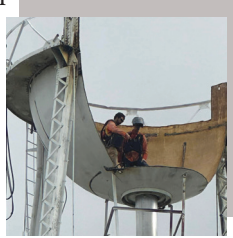
A change in the view

Photos by:
Donna Garrison
and
Moria Holly



Things are changing in the Village of DeWitt. In late April, the old water tower was taken down. The structure, erected in 1912 by Des Moines Bridge & Iron Co. was disconnected from the Village's water system about 10 years ago. The Village of DeWitt had a larger tower installed to meet the growing needs of the village in 1977.

According to Moria Holly, Village Clerk and Treasurer for DeWitt, it was not an easy decision to take down the old water tower. The tower has a



place in DeWitt's long history and became a familiar part of the skyline. To ensure the safety of the people and property around the old water tower, it was determined that taking the structure down was best. Most of the equipment was dropped off the day before.

The demolition crew showed up a little before 5 a.m. to start setting up, they started cutting around 6 a.m. and it was nearly all down by 1 p.m. Holly said it was really neat to watch and she was impressed with how efficiently the team worked together to take the structure down so quickly. ■

LIGHT

Continued from page 13

announce the first annual medical renewal adjustment on July 1, 2023, of 4.4%, which is well below industry trend of 7-9% for 2023. The Board also is considering other enhancements to the product offerings that should

allow LIGHT to meet the needs of even more League members. League member municipalities can apply to join LIGHT at any time throughout the year by contacting the League office, Dennis Maggart or their local broker. As the LIGHT program continues to grow,

we believe it will prove to stabilize rates for its members and enhance service for both member municipalities and your employees. ■

This article is written by Dennis Maggart, Executive Vice-President of McInnes Group, Inc.

Plan

Continued from page 13

increases that maximum to \$4,000 per month. This offers additional financial security to groups with higher-paid employees at a very reasonable premium.

- Enhanced Dental Plan Option – In addition to the current dental plan, an alternative plan is available to groups that provide up to \$2,000 in annual benefits!

A summary of the coverages and complete plan summaries are available upon request.

These new plan options are available in addition to the current disability, dental, vision plans and worksite plans. Now is

the time for you to consider enhancing your current Long-Term Disability and dental coverages or adding any of these coverages that you do not currently offer to your employees. Disability coverages must be offered on an employer-paid basis, covering all full-time employees. Dental and Vision plan offerings are selected by the group, but can be offered on a contributory basis (employer pays some or all of the premium) or on a voluntary basis (employee paid). If you would like to make changes to any of your plan offerings, just let us know and we can answer any questions and get you the necessary paperwork to document the change.

As a reminder, this is also the open enrollment time for your worksite products with Mutual of Omaha. Employees will be receiving a reminder of the opportunity to enroll in the Voluntary Accident and Voluntary Critical Illness plans on 7/1/23. All of the necessary information on the eligible plans will be included on your EASE platform, but if you would like more information on any of the plans, please contact your broker or just let us know. ■

Dennis Maggart can be reached at dennis@mcinnesgroup.com or by calling 913-378-9841 or 816-718-0335. Jane Limbach can be reached at jane@mcinnesgroup.com or by calling 913-378-9840

Obama Foundation holds up Omaha gun violence prevention program as model

BY HENRY J. CORDES
OMAHA WORLD HERALD

Omaha is once again receiving attention for its efforts to reduce gun violence — this time in the form of a sizable grant from the charitable foundation of former President Barack Obama.

The Obama Foundation is recognizing Omaha for the creation of a model program targeting gun violence. As part of that, the foundation is awarding \$800,000 to the Empowerment Network, a community organization active in efforts to reduce gun violence and improve life in North Omaha.

The Empowerment Network in 2008 launched Omaha 360, a collaboration in which community stakeholders work with the Omaha Police Department to head off gun violence. Both shootings and homicides in recent years are down sharply from levels seen a decade ago.

The grant is coming through the Obama Foundation’s My Brother’s Keeper Alliance, which works to create opportunity for boys and young men of color.

Adren Wilson, the executive director of the My Brother’s Keeper Alliance, said



Omaha Police Chief
Todd Schmaderer



President Obama joins the My Brother’s Alliance Impact in Action convening in Chicago on May 10, 2023. Photo courtesy of the The Obama Foundation

the group “is confident that Omaha will continue to serve as a beacon of hope and best practices for other communities to follow.”

Willie Barney, founder and president of the Empowerment Network, said the grant funds over the next two years will help it work with other community partners in an effort to further reduce violence. The idea will be to “go upstream” with new initiatives aimed at helping youths succeed in school and connecting them with jobs.

“It’s a huge opportunity for Omaha,” Barney said.

Many cities across the country have recently been searching for answers on gun violence after the pandemic resulted in a big spike in shootings. That has recently helped focus more attention on Omaha’s efforts.

Beginning in 2007, Omaha began seeing escalating homicides and shootings, with much of the violence centered on gang activity in North and South Omaha.

In 2015, the 50 homicides in Omaha represented the city’s highest toll since 1967. The situation was so dire and deadly that in 2011, Nebraska ranked No. 1 in the nation for Black homicide victimization rate.

In late 2008, the Empowerment Network organized the first meeting of what has become the Omaha 360 Violence Intervention and Prevention Collaborative.

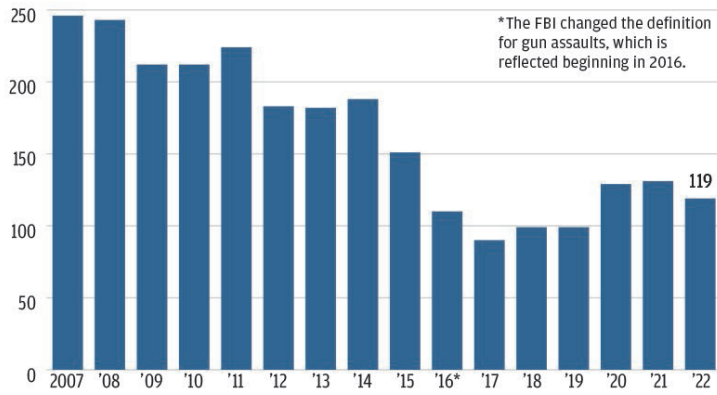
At each weekly Omaha 360 meeting, representatives of community, youth, faith, neighborhood, education, social service, gang intervention, and mentoring organizations sit down with Omaha police leaders and work on defusing violence. The weekly sessions regularly draw 80 to 100 participants, and can exceed 120 after a particularly rough rash of shootings.

Though Omaha 360 has many elements, prevention is at its center: Sharing

Stemming the tide of Omaha gun assaults, homicides

Omaha gun assault victims

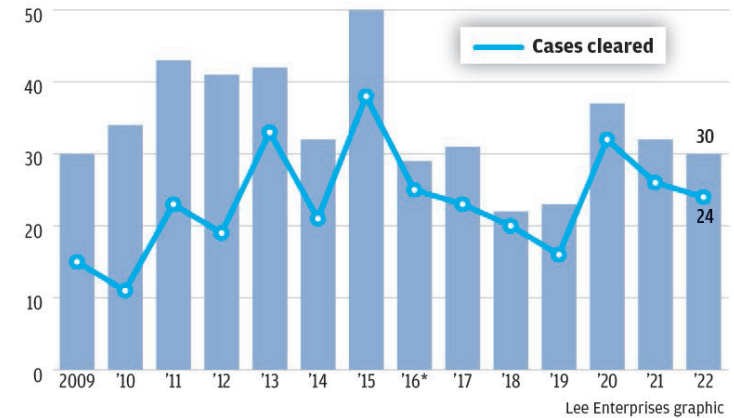
While gun assaults in Omaha have trended up since the pandemic, the recent figures are well below what was seen the previous decade.



Source: FBI Uniform Crime Reports, Omaha Police Department

Omaha homicides

Omaha homicides are also down significantly, and they are solved at a higher rate, too.



information with police to learn of neighborhood gang hot spots. Canvassing those neighborhoods to ask about problem houses and make sure that people know about available Crime Stoppers rewards. Seeking to connect families with community aid organizations in an effort to keep at-risk kids out of gangs.

Omaha police officials also have worked hand in hand with Omaha 360 and employed all-new tactics, including a beefed-up gang specialty unit, shot detection technology that speeds response to shootings, enhanced rewards for tips that solve shootings and street-level gang intervention.

Looking at FBI crime statistics, the results are notable.

Shootings in Omaha began trending down significantly in 2012. Homicides have dropped dramatically since 2015, reaching lows in 2018 and 2019 that were half the previous levels.

Where Nebraska previously ranked at the very top in Black homicide victimization rate, the state was 23rd in 2019 and 16th in 2020. Such figures show improvement as well as the fact that the state has a way to go.

Omaha experienced the same uptick in homicides and shootings seen nationally during the pandemic. But they ticked down in 2021 and 2022 and remain well below the levels seen a decade ago.

A year ago, a City Council member and others in Kansas City concerned about gun violence in that city visited an Omaha 360 meeting. That led months later to the launch of KC 360, the

first program nationally modeled on Omaha's gun violence initiative.

Then when ABC News in February did a story on Omaha 360 in Omaha, Barney heard from cities around the country. He and Omaha Police Chief Todd Schmaderer subsequently

held a Zoom session with representatives of 32 cities discussing the strategy in Omaha, among them San Diego, Houston, Detroit, Chicago and Atlanta.

CNN also recently interviewed Schmaderer and Barney for a segment focused

on the Omaha initiative.

Now comes the grant award from the Obama Foundation. "I think it's really a strong confirmation of the work that has been going on in Omaha for 15 or 16 years and a reflection of the partnership and collaboration," Barney said. "We know we have plenty of work ahead, but there are some really positive things that have developed through that collaboration."

The former president is announcing Omaha as one of four cities recognized for model programs supporting success for youths. The others are Tulsa, Newark and Yonkers, New York.

Barney doesn't think it's the last time he'll share information on Omaha's efforts to stamp out gun violence.

"I think this will accelerate things even more," he said. ■

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"Where Nebraska previously ranked at the very top in Black homicide victimization rate, the state was 23rd in 2019 and 16th in 2020. Such figures show improvement as well as the fact that the state has a way to go."

By Mayor Justin M. Bibb, Cleveland, OH; Mayor Brandon Scott, Baltimore, MD; Mayor Ben Walsh, Syracuse, NY; Mayor Sharon Weston Broome, Baton Rouge, LA; Mayor Victoria Woodards, Tacoma, WA, NLC 1st Vice President • www.nlc.com

As city leaders, we know local workers are essential to the economic vitality and competitiveness of our communities and our nation. That's why each of our cities chose to allocate portions of our American Rescue Plan Act (ARPA) funds towards ensuring we have a trained and prepared workforce to meet the growing demand of employers.

Our investments also are necessary to meet the needs of workers, ensuring they have the support they need in order to get to work and stay in work.

As we strive to address the workforce needs in our communities, we know so much of this work is possible because of our partnership with the federal government. From the unprecedented investment in cities through ARPA to the workforce focus embedded in priorities across the Administration, we know our federal partners understand the need in local communities and that it must not go unaddressed.

In a briefing to congressional offices last month, we collectively uplifted the ways in which cities are leading in local workforce investments and where the federal government can continue to step in and step up through partnership:

Connecting Residents to Good Jobs

You cannot talk about access to jobs without recognizing and referencing sustainable wages. In our communities, we are working with employers to invest in their workers through not only wages, but also through apprenticeships and earn and learn models that allow employees to advance within a business. This effort takes intention and a commitment to have a long term, steady focus on these issues. We also are working to model these types of values and principles as employers. As cities struggle to retain a municipal workforce, our residents continue to desire first class response to their concerns. In order to have that first-class, top-notch service, we must have the competitiveness to hire and retain staff who are equipped and trained to do this important work. This includes having competitive wages and benefits for our municipal employees.

Using Fund Flexibility to Address Community Needs

The flexibility given to all cities, towns and villages across the country through ARPA was unprecedented and unmatched by any other type of federal funding cities have utilized before. This flexibility to design programs and to be innovative in our approaches to our local challenges will be the key to our success. We have been able to go beyond the investment in worker training and address other barriers to employment, including childcare, safe quality affordable housing and transportation, all of which are a critical piece of the equation as we address the needs of workers.

Engaging Partners

If there's anything we have learned leading our respective cities, it is that we at city hall cannot do it alone. We have partnered with local businesses, community colleges and postsecondary institutions. We are working in our K-12 school systems, with those who are leaving the criminal justice system and with our nation's opportunity youth. We also are partnering with our local Workforce Investment Boards, chambers, other community stakeholder groups and entrepreneurship programs to support those who wish to start their own businesses.

Investing in Equitable Workforce Development

An inclusive workforce takes intentionality, proactivity and sustainable commitment. As we gear up to rebuild our nation's roads and bridges, we know that 81% of transportation workers are male and 68% are white. We are working to ensure that women, BIPOC communities, LGBTQ+ communities, veterans and other underrepresented communities are included in our local

Continued on page 23 / See Workforce

Workforce

Continued from page 22

workforce engagement programs and initiatives to ensure that our workforce reflects the diversity of our residents.

Focusing on Youth

Creating opportunities for our young people is critically important – and that means investing not only in summer jobs but in year-round jobs and resources. We also must work to connect these young people to meaningful work experiences that expose them to new careers, offer job security and match their passions with opportunity.

The sustainability of this ongoing work is important. While we can all strive to allocate more of our local funds towards these initiatives, we look forward to continuing to partner with the federal government to ensure flexible funding streams that allow each of us to meet the needs of our residents and businesses where they are. Now is the time for our country to double-down on our investments in our workers to ensure that we are prepared not only for tomorrow, but for the future. ■

Source – National League of Cities

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Huskers

Continued from page 7

gathered to share in the moment. The red-carpet treatment continued leaving a lasting impact on Coach John Cook and his team.

“This felt like a final four in a way,” says Coach Cook. “With the gifts, everything we went to, the hotel how it was all set up, that is what it feels like when you go to a final four. Everybody is just fired up that you are there, giving you gifts and giving you the red-carpet treatment – Just playing in this facility – This is a really really nice facility. They have better locker rooms here than some of the Big Ten schools. The court was great, the venue was great. I think everyone had a great seat tonight then you add in TV and radio. Just look at this, where else is this happening for a spring match?”

The game itself was a success for the Cornhusker volleyball team as they were able to sweep the Wichita State Shockers in three sets, but the larger accomplishment may have been the weekend itself. On Friday night, local youth players were able to step on to the court as part of a coach’s clinic just prior to the team’s arrival. From there, sponsors and those involved in the clinic were able to watch the team practice prior to a meal.

Saturday the match got kicked off with all eyes on Central City. Nebraska Public Media and Big Ten Plus both ran a broadcast of the game with Husker Sports Networks also providing a radio call. Drove of media and Husker fans emerged on Central City with much excitement. Following the match, the players took plenty of time signing autographs and making the day of many little Husker fans.

It was a day that began as a dream of Superintendent Jeff Jensen and over the weekend he and others were able to watch that dream play out before their eyes. It took a full team and countless numbers



It was a weekend to remember in Central City and it all began with a large welcome for the Husker volleyball team as the Bison band played them off the bus and inside the Bison Activity Dome where balloons and decorations waited. Photo courtesy of the Central City Republican Nonpareil.

of school personnel and volunteers to make sure that the event was a success.

“What an historic community opportunity to have Husker Volleyball in Central City, Nebraska,” says Central City Superintendent Jeff Jensen. “The initial response is that everyone had an exceptional experience from fans to players and that was the intent. We wanted to put on a first-class production that showcased our community and showcased our hospitality. I think we accomplished that and I really want to credit all those who were involved for their organization, efforts and courtesy

to our guests. There is already talk about what is next. Our community should be proud of what took place this past weekend.”

Coming out of a global pandemic school officials chose to dream big. In that time the Bison Activity Dome has not only been built, but has also hosted multiple capacity limit events. The economic impact of the dome is yet to fully be seen, but as events continue to fill the dome, more and more eyes make their way to Central City. ■

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For Sale

Electrical Meters. The City of Friend has Senus Series B electrical meters for sale. \$5 each. Contact cityoffriend@windstream.net or call 402-947-2711 if interested.

Positions

Executive Director, Nebraska Accountability and Disclosure Commission. The Nebraska Accountability and Disclosure Commission has an opening for the Executive Director position. The Director is responsible for administration of the Nebraska Political Accountability and Disclosure Act. Candidates must have a bachelor's degree, successful managerial and supervisory experience, and ability to communicate effectively orally and in writing. Familiarity with and ability to analyze and evaluate legal issues is desirable. June 30, 2023 is the deadline for applications. A full description of the position, including required and desirable qualifications, and application procedures and requirements may be found at: <https://www.governmentjobs.com/careers/nebraska/jobs/3990455/executive-director>

Golf Course Maintenance Superintendent, Papillion

Base pay: \$60,026.00 - \$78,858.00 / Year
Reports to: Golf Course General Manager
Supervises: Golf Maintenance Seasonal Workers

Purpose of position: Responsible for supervising and coordinating various maintenance and operational activities in the upkeep and maintenance of the city's golf course grounds.

Essential function: Supervises golf course maintenance employees through various activities including but not limited to staffing, scheduling work, assigning work duties, monitoring job performance, and recommending disciplinary actions.

- Trains and monitors employees in the safe and efficient operation of various equipment, skills, and techniques.

- Prepares the departmental budget.

- Works closely with and coordinates with the Clubhouse staff on any issues related to golf course maintenance pertaining to maintenance scheduling.

- Supervises and participates in the upkeep and maintenance of the city's golf course grounds through various activities including but not limited to mowing, landscaping, trimming of trees, bushes and shrubs, etc.; confers with the General Manager on matters relating to the care and maintenance of the grounds and the course.

- Oversees the maintenance and operation of the course(s) irrigation system; makes necessary repairs as needed.

- Participates in the application and storage of the chemicals and equipment used for weed and/or insect control, fertilization, etc.; supervises and directs employees in the control of disease, weeds, pests, etc. to ensure proper and safe use.

- Supervises and participates in the propagation of turf grass.

- Participates in the construction and development of the golf course grounds.

- Supervises and participates in preventative maintenance and repair of turf grass equipment, such as mowers, weed eaters, fertilizers, sprayers, etc.; informs the General Manager of equipment needing major repairs.

Please visit www.papillion.org, click on 'Apply for Job' to find the entire job posting.

Electrical Lineman, St. Paul. The City of St. Paul, Nebraska, is accepting applications for an electric distribution lineman. This is a full-time Union paid position which requires knowledge and training of the municipal electric system. Work duties include but not limited to testing, repair, building and maintenance of the overhead and underground municipal electric system. Lifting, construction, general labor and to be able to operate heavy equipment and the upkeep of the electric system are expected. Must obtain a Nebraska Class B CDL with an air brake endorsement driver's license and be insurable under the City of St. Paul's automobile policy. Wage is based on

experience and knowledge (\$20.56-30.79). Application can be obtained at the City Office, 704 6th Street, St. Paul, NE 68873 or at www.stpaulnebraska.com

Water/Wastewater Operator & Maintenance Work, Wolbach. The Village of Wolbach is seeking a qualified individual to serve as a full time Water/Wastewater Operator & Maintenance Worker. This position will perform duties in the day-to-day operations and maintenance of the sewer and water systems; streets; storm drainage; parks, swimming pool; city equipment operations; and other tasks assigned for the Village of Wolbach. Candidates must be in good physical condition and possess a valid Nebraska driver's license and a clean driving record. State Certification as a Grade 4 Water Operators and a Grade 2 Wastewater Operators License are required or the ability to obtain proper licensure within 1 year of employment) Pay based on experience and certification. Resumes will be reviewed as received, and it will be preferred to receive them as soon as possible. Applications will be accepted until the position is filled. Please contact the Village of Wolbach at 308-246-5278 for an application and complete job description or you can send your resume to PO Box 97, Wolbach, NE 68882. Village of Wolbach is an EOE.

City Manager, Denison, IA. Denison, Iowa, population 8,373 is seeking a skilled communicator and team builder to serve as the next City Manager. Denison is a prosperous community located in north west Iowa, just 75 miles from Sioux City, and close to big cities like Omaha, NE and Des Moines, IA. There is a total of 49 full time employees. The annual operating budget is approximately \$19 Million. To learn more about Denison, the position profile and job description, visit their website at <https://denisonia.com/>.

The successful candidate will have knowledge with economic development and tax increment financing, long and short-

Continued on page 26

CLASSIFIEDS

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Positions

Continued from page 25

term financial planning experience, grant writing, and be an active and approachable ambassador for the community.

Education - A Bachelor's Degree majoring in public administration, business management, law, political science, accounting, finance, economics, or related field. An equivalent combination of seven (7) years related education/experience may be considered

Experience - Five (5) years of progressively responsible municipal administrative experience or similar experience sufficient

to successfully perform the essential duties of the job such as those listed in the job description

Salary and benefits - \$110,000 to \$130,000 annually, depending upon qualifications; Holidays, Vacation, and Personal Sick Leave; Health, Vision, Dental, Short-term Disability and Life Insurance are available; IPERS retirement benefits are available; Car Allowance; A vehicle is provided or mileage reimbursement; Valid Iowa Driver's License & provide proof of insurance; Residency Requirement; Residency within the city

limits is required within one (1) year of employment, unless an extension is necessary and agreed upon by both parties

Additional Information- Confidential materials such as a application, cover letter, resume, and a minimum of five (5) professional references should be sent to:

Jodie Flaherty, Denison City Clerk
CityClerk@denisonia.com
712 263-3143

Applications are due no later than noon CST on June 1, 2023. ■

Airport

Continued from page 18

- \$2.9 million will help reconstruct the taxiway at North Platte Regional/Lee Bird Field.
- \$600,000 will install runway improvements at Norfolk Regional/Karl Stefan Memorial Field.

Grants also will go to four airports for new hangars:

- \$553,980 goes to Ainsworth Regional.
- \$235,540 to Burwell Cram Field; \$451,562 to Sidney Municipal/Lloyd W. Carr Field.
- \$450,000 to Wayne Municipal/Stam Morris Field. ■

Source – *The Nebraska Examiner*. Read more from the Examiner at <https://nebraskaexaminer.com/>

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LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

108th Legislature, First Session

May 19, 2023 - Bulletin 20



ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 727:** Revenue Committee package of bills advances to next round of debate
- **LB 531:** Additional amendments filed on Select File

NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.

LB 727: Revenue Committee package of bills advances to next round of debate

This week, the Legislature debated a Revenue Committee priority bill **LB 727**. The bill included a large committee amendment, AM1152, that incorporated 20 additional bills. **Thanks to Elkhorn Sen. Lou Ann Linehan, Chair of the Revenue Committee, and other members of the Committee for including several League-supported bills into AM1152.**

Thanks to Lincoln **Sen. Eliot Bostar** and other members of the Revenue Committee who voted on April 17 to include in the proposed amendments to the Standing Committee Amendments and AM 1396 the **provisions of a negotiated agreement between the League and the Nebraska Arts Council to provide maximum flexibility to the Nebraska Arts Council in distributing funds from state turnback tax to municipalities with “certified creative districts,” including the Civic and Community Center Financing Fund (CCCFF) grants in FY 23-24.** Due to passage of LB 927 in the 2022 session, only municipalities with “certified creative districts” are eligible to receive CCCFF grants in FY 23-24; this eligibility requirement for CCCFF grants relating to “certified creative districts” will not apply after

Continued on page 3 / See LB 727

2023 LEGISLATIVE SESSION



*Sen. Lou Ann Linehan
District 39*



*Sen. Eliot Bostar
District 29*

LB 531: Additional amendments filed on Select File

LB 531, introduced by **Omaha Sen. Terrell McKinney**, allocates over \$300 million to entities in North and South Omaha to respond to the negative impact of the COVID-19 public health emergency and to “build resilient and innovative communities.” LB 531 cleans up language in the Economic Recovery Act (LB 1024 (2022)) by removing certain requirements relating to coordinated plans and directing direct investment to the fund after July 1st, 2023.

On the first round of debate, two bills of interest to municipalities were attached to the bill through AM1222. One bill was **LB 506** which appropriate \$180 million to the Nebraska Department of Natural Resources to assist the city of Lincoln in securing their second water source. **Lincoln Sen. Eliot Bostar** introduced LB 506 to help pay for costs such as a water treatment plan; water treatment, transmission, and distribution in furtherance of supplying additional water; land acquisition; permitting; a wellfield; and pumping and transportation of water over 25 miles for the purpose of providing potable water. Sen. Bostar has indicated that other municipalities have



*Sen. Terrell McKinney
District 11*



*Sen. Myron Dorn
District 30*



*Sen. Tom Brandt
District 32*

expressed interest in joining in this project to create a regional water supply network. **LB 769**, introduced by Bellevue **Sen. Rick Holdcroft**, was also amended into LB 531 on the first round of debate. LB 769 provides grants to an entity formed under the Interlocal Cooperation Act to fund a portion of the cost of constructing a wastewater system. The amendment appropriates \$15 million to the Shovel-Ready Capitol Recovery and Investment Fund for funding to construct such a project.

Continued on page 5 / See LB 531

LB 727

Continued from page 2

FY 23-24. The amendments also expand who is eligible to receive funds under the Support the Arts Cash Fund to include cities of the second class and villages.

Some of the 20 bills included in AM1152 (the Standing Committee Amendments to LB 727) are League-supported or of interest to municipalities:

- **LB 100** (Erdman) amends the **ImagiNE Nebraska Act** to include locations when the primary business activities are waste treatment and disposal; this bill was introduced by Sen. Erdman on behalf of the City of Kimball and Kimball County.
- **LB 384** (Bostar) creates, funds and regulates the spending of a newly formed **Department of Transportation Aeronautics Capital Improvement Fund**. The bill turns back sales taxes relating to aeronautics sales; LB 384 was supported by the City of Blair, Blair Airport Authority, Nebraska Aeronautics Commission and others.
- **LB 447** (Bostar) amends current law to allow retired firefighters a **deduction for health insurance premiums paid and to allow for tuition waivers for firefighters and dependents of law enforcement officers and firefighters**. LB 447 was introduced on behalf of the Nebraska Professional Fire Fighters Association, Nebraska Sheriffs Association, Police Chiefs Association of Nebraska, Police Officers Association of Nebraska, the League of Nebraska Municipalities, Nebraska Association of County Officials and several other organizations.
- **LB 580** (Holdcroft) as amended by AM634 eliminates **special requirements for agricultural or horticultural land** in sanitary improvement districts (SIDs), cities, or villages required to receive special valuation under the statutes; AM634 adds an effective date retroactive to Jan. 1, 2023.
- **LB 692** (Linehan) as amended by AM1012 creates the **Good Life Transformational Projects Act**, establishing a new statutory system to allow for state assistance to certain projects within a “good life district” that meet certain benchmarks. AM1012 replaces the original bill, keeps the concept of “good life districts” and adds a revised schedule of required investment, required new jobs, and required apparent sales from outside the state for different municipalities as shown below: **Project eligibility** is contingent on the following: **Development costs:** (i) \$1 billion if the project will

Continued on page 4 / See LB 727

HOW A BILL BECOMES A LAW

- 1 BILL INTRODUCED BY SENATOR**
- 2 CLERK ASSIGNS NUMBER TO BILL**
- 3 BILL REFERRED TO COMMITTEE**
- 4 COMMITTEE HAS PUBLIC HEARING**
- 5 COMMITTEE VOTES TO:**
 - HOLD
 - KILL
 - ADVANCE TO GENERAL FILE
- 6 GENERAL FILE**
- 7 SELECT FILE**
- 8 FINAL READING**
- 9 BILL SENT TO GOVERNOR**
 - BILL BECOMES LAW WITHOUT GOVERNOR'S SIGNATURE
 - SIGNED BY GOVERNOR
 - VETOED BY GOVERNOR
- 10 VETO OVERRIDE**
- 11 BILL BECOMES STATE LAW**

LB 727*Continued from page 3*

be located in a city of the metropolitan class; (ii) \$750 million if the project will be located in a city of the primary class; (iii) \$500 million if the project will be located in a city of the first class, city of the second class, or village within a county with a population of 100,000 inhabitants or more; or (iv) \$100 million if the project will be located in a city of the first class, city of the second class, or village within a county with a population of less than 100,000 inhabitants. **Jobs created:** (i) 1,000 new jobs if the project will be located in a city of the metropolitan class; (ii) 500 new jobs if the project will be located in a city of the primary class; (iii) 250 new jobs if the project will be located in a city of the first class, city of the second class, or village within a county with a population of 100,000 inhabitants or more; or (iv) 50 new jobs if the project will be located in a city of the first class, city of the second class, or village within a county with a population of less than 100,000 inhabitants. *The League testified in a neutral capacity on LB 692. Representatives of the City of Gretna, Sarpy County and others testified in support. No one testified in opposition to LB 692.*

- **LB 697** (Conrad) as amended by the Committee would amend provisions of the **Nebraska Job Creation and Mainstreet Revitalization Act**. The bill redefines historically significant real property to include at-grade or above ground structures. The bill redefines improvement to include projects with a total cost which equals or exceeds \$5,000. LB 697 also seeks to change the amount of nonrefundable credits being equal to 20% of eligible expenditures up to a maximum credit of \$1 million to the following: For historically significant real property located in a county that includes a city of the metropolitan class or a city of the primary class, the credit would be equal to 25% of eligible expenditures. For historically significant real property located in any other county, the credit would be equal to 30% of eligible expenditures. In all cases, the maximum credit allocated to any one project would be \$2 million. An amendment was added to include the portion of LB 213 that lowers the match required by the applicant under the Rural Workforce Housing Investment Act to 25% for all cities; and to replace the start and sunset dates with the start and sunset dates from LB 756.
- **LB 706** (Moser) as amended by AM692 creates new statutes that allow, under the **Build Nebraska Act, for issuing bonds up to \$450 million**, with a provision for \$35

million annually for debt service, for new roads projects, and harmonizes corresponding statutes to reflect the new sections. AM692 added a provision to extend the sunset date of the Build Nebraska Act to match with the sunset date of the new bonding under LB 706.

In addition to AM 1152 being adopted, the Legislature also adopted AM1396 which included additional bills of interest to municipalities. These additional bills include:

- **LB 732** (Bostar) as amended changes the Convention Center Facility Financing Assistance Act to extend the date for applications for assistance under the Act from Dec. 31, 2012, to Dec. 31, 2030; this provision relates to a proposed convention center in Lincoln. An amendment also was adopted to incorporate some of the provisions of LB 797, introduced by Sen. Wayne on behalf of the City of Omaha, to include the definition of “nearby retailer” to collect receipts within 600 yards of a “program area”; the amendment also defines a “program area” by a map or maps submitted with an application, applying such changes for collection of such state sales tax.
- **Provisions of LB 803** (von Gillern) **and LB 632** (McDonald) are included in the amendment to change the Sports Arena Facility Financing Assistance Act. These provisions expand the definition of eligible sports arena facility to include a privately owned concert venue. State assistance for privately owned sports arena facilities can only be used to pay back funds used for a nearby parking facility or to promote arts and cultural events that are open to the general public. The definition of political subdivision is also expanded to include a joint entity formed under the Interlocal Cooperation Act which includes a city, village or county as a member.
- **LB 529** (Hansen) as amended changes the Property Tax Request Act. At least one elected official from the municipality must attend the joint hearing and that elected official may be the designated representative. If the city has a quorum of elected officials present at joint hearing, it does not violate Open Meetings Act. The joint hearing will be held on or after September 14 and prior to September 24. If a city is participating in a joint public hearing, it is required to send information electronically to the county assessor by September 4. Each city is required to maintain a “prominently displayed and easily accessible link” on their website of the proposed budget. This requirement does not apply to a city with a population of less than 1000 inhabitants.

The bill was advanced to the next round of debate on a 44-0 vote. The Speaker announced the Legislature will debate this bill again next week. ■

LB 531*Continued from page 2*

On Select File, the additional amendments were filed to LB 531 that included the following bills of interest to municipalities:

- **LB 33** (Jacobson): Under the provisions of LB 33, a mayor in a city of the first class or a city of the second class can vote on any matter that requires either a majority of the city council or a majority vote of all the elected members of the city council if: (a) The mayor's vote is required due to the city council being equally divided (in other words, when there is a tie) or (b) A majority of the city council or majority of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more city council members.
- **LB 45** (Dorn): LB 45 establishes the Revitalize Rural Nebraska Grant Program. Cities of the first class, second class, and villages may apply for a grant with the Department of Environment and Energy to demolish dilapidated commercial property, with priority given to cities of the second class and villages. The amendment allocates \$1 million for fiscal year 2023-24.
- **LB 98** (Jacobson): The provisions of LB 98 focus on micro-TIF and include changes relating to substandard and blighted declarations, allowing municipalities to establish an annual limit on the number of micro-TIF plans approved, removing the requirement that building permits be submitted with the micro-TIF application, allowing the governing body to determine whether to approve or deny the micro-TIF application, outlining reasons to deny a micro-TIF application, changing provisions relating to indebtedness, and allowing a city to revoke the resolution approving micro-TIF.
- **LB 223** (McKinney): LB 223 concerns the Municipal Density and Missing Middle Housing Act. It requires each city that adopts an affordable housing action plan to electronically submit their plan to the Urban Affairs Committee. The bill also requires cities include in their report efforts to implement an affordable housing action after such plan is adopted.
- **LB 346** (Brandt): This bill amends the Local Option Municipal Economic Development Act (LB840 plans). Under current law, if a municipality is under 2500 in population, the definition of qualifying business is much broader to include a business that derives its principal source of income from activities other than those specifically listed in the Act. LB 346 increases that number from 2500 or less inhabitants to 5000 or less inhabitants.
- **LB 532** (McKinney): LB 532, as amended, includes provisions relating to: designation of an extremely blighted area to be valid for no less than 25 years; allowing cities or authorities to develop guidelines for the consideration of redevelopment projects; including in the report to the governing body information on the estimated amount of outstanding indebtedness for each redevelopment project and the estimated date it will be paid in full; providing that TIF funds in a city of the metropolitan class used for new construction of housing for households below the median income within 600 yards of a streetcar or for single-family housing or condominiums are deemed related to the redevelopment project; outlining the process for "de-blighting" an area that has been declared substandard and blighted or extremely blighted; and beginning January 1, 2026, prohibiting new redevelopment plans in an area declared substandard and blighted for more than 30 years unless the city conducts a new study or analysis to determine if the area continues to qualify as substandard and blighted or extremely blighted. Also included in LB 532 is a provision that for cities other than Omaha, the housing study required to use TIF to construct workforce housing must be current within 60 months. Omaha will still need a housing study within 24 months.

These amendments were attached to LB 531 and the entire package was advanced to the final round of debate. ■

**Mark your calendars
for these League
conferences:**

**Municipal Accounting &
Finance Conference**
June 21-23
Cornhusker Marriott Hotel, Lincoln

Annual Conference
Sept. 27-29
Cornhusker Marriott Hotel, Lincoln

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

108th Legislature, First Session

May 26, 2023 - Bulletin 21



ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 814e and LB 818e:** On May 24, Gov. Pillen sent a letter to the President, Speaker and Members of the Legislature outlining his **line-item vetoes relating to the state budget**. [Click here](#) for the letter. **Please note the following paragraph included in his letter:** *“To preserve our Cash Reserve Fund, I have vetoed \$10 million cash fund appropriation in FY 2023-24 and FY 2024-25 for **Rural Workforce Housing** and \$10 million cash fund appropriation in FY 2023-24 and FY 2024-25 for **Middle Income Housing**. This will preserve our reserve funds and avoid flooding the housing market with government subsidization. We have invested more than \$200 million in affordable housing over the past three years and Nebraska housing developers are busy leveraging this substantial investment to build up our supply of affordable housing in the State of Nebraska.”*

On a 5-4 vote, the Appropriations Committee decided to try to override the following budget vetoes: 1) rate increases of more than \$45 million for hospitals and nursing homes that provide Medicaid; 2) \$40 million for Workforce Housing Projects in rural and urban Nebraska; and 3) funding for two additional staff members in State Auditor Mike Foley’s office. The Appropriations Committee decided not to pursue overrides on Gov. Pillen’s other budget line-item vetoes. Speaker Arch said the veto overrides will be considered on May 31.

- **2023 interim study resolutions of interest to municipalities**
- **LB 565: Natural Resources Committee Christmas tree bill adopted**
- **LB 683: Broadband Office bill adopted with one-call and more**

NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.

LB 727: Revenue Committee package of bills advanced to Final Reading

On May 23, LB 727 was considered on Select File and advanced to Final Reading on a voice vote following adoption of ER34, AM1905, and AM1942. LB 727 is a Revenue Committee Priority Bill which includes numerous bills supported by the Committee on an 8-0 vote. **Thanks to Elkhorn Sen. Lou Ann Linehan, Chair of the Revenue Committee, and other members of the Committee for including several League-supported bills into LB 727 with adoption of various amendments.**



Sen. Lou Ann Linehan
District 39

Thanks again to Lincoln Sen. Eliot Bostar and other members of the Revenue Committee who voted on April 17 to include in AM1396 (*Amendments to the Standing Committee Amendments adopted on General File*) the **provisions of a negotiated agreement between the League and the Nebraska Arts Council to provide maximum flexibility to the Nebraska Arts Council in distributing funds from state turnback tax to municipalities with “certified creative districts,” including**



Sen. Eliot Bostar
District 29

Continued on page 6 / See LB 727

LB 565: Natural Resources Committee Christmas tree bill adopted

On May 23, the Legislature adopted and presented to the Governor LB 565. Numerous bills that were heard before the Natural Resources Committee were amended into LB 565 which was named a Natural Resources Committee priority bill. The original LB 565 would fund steps necessary to continue forward with competition for designation by the U.S. Department of Energy as one of four regional locations sought for a clean hydrogen hub.

Among the amendments to LB 565 was the contents of LB 289 which would authorize the Municipal Energy Agency of

Continued on page 6 / See Resources

2023 LEGISLATIVE SESSION



2023 interim study resolutions of interest to municipalities

Last week was the deadline for Senators to file interim study resolutions. Many interim studies introduced relate to municipalities. For example, there are studies relating to entertainment districts, affordable housing, wildfires, retirement systems for firefighters of cities of the first class, municipal solid waste, occupation taxes imposed on wireless telecommunication services, broadband and potholes.

After the Legislature adjourns in June, 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’s website at nebraskalegislature.gov.

LR 103 (Lowe) Interim study to examine entertainment district licenses issued under the Nebraska Liquor Control Act

LR 123 (Banking, Commerce and Insurance Committee) Interim study to examine the economic impact of manufacturing and processing in Nebraska and to examine the role advanced manufacturing and smart technologies can play in increasing productivity and economic growth

LR 124 (Conrad) Interim study to examine the scope of collateral consequences

Continued on page 4 / See Studies

LB 683: Broadband Office bill adopted with one-call and more



Sen. Mike Moser
District 22

On May 23, **LB 683** originally introduced by Senator Suzanne Geist of Lincoln to create the Broadband Office within the Department of Transportation was adopted by the Legislature and presented to the Governor for his signature. **Sen. Mike Moser** of Columbus took over management of the bill upon Senator Geist's resignation.

The purpose of 683 is to create the Broadband Office within the Department of Transportation with the Director to be appointed by

the Governor and approved by the Legislature.

The Broadband Office is to:

- Engage in outreach and collaborate with all interested parties;
- Develop a broadband strategic plan for the state;
- Coordinate the broadband activity of all state entities that maximizes all public and private resources and encourages innovative models of infrastructure ownership;
- Coordinate state agencies on

policy matters affecting the use of federal and state funding for broadband purposes;

- Provide state advocacy of broadband issues on the federal level;
- Ensure funding is utilized in a cost effective manner;

Continued on page 5 / See Broadband

2023 Legislative Session*

Sun	Mon	Tue	Wed	Thur	Fri	Sat
May						
	1 RECESS	2 DAY 70	3 DAY 71	4 DAY 72	5 DAY 73	6
7	8 DAY 74	9 DAY 75	10 DAY 76	11 DAY 77	12 RECESS	13
14	15 RECESS	16 DAY 78	17 DAY 79	18 DAY 80	19 DAY 81	20
21	22 DAY 82	23 DAY 83	24 DAY 84	25 DAY 85	26 RECESS	27
28	29 HOLIDAY	30 DAY 86	31 DAY 87			
Legislative Recess Days						
February 6, 17, 27						
March 10, 17, 20, 27						
April 7, 10, 21, 24						
May 1, 12, 15, 26						
June 5, 6, 7, 8						
June						
				1 DAY 88	2 DAY 89	3
4	5 RECESS	6 RECESS	7 RECESS	8 RECESS	9 DAY 90	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
Federal & State Holidays						
January 16 – Martin Luther King Jr. Day						
February 20 – Presidents' Day						
April 28 – Arbor Day						
May 29 – Memorial Day						

* The Speaker reserves the right to revise the session calendar.

Studies

Continued from page 2

of criminal law violations in Nebraska in employment, housing, licensure, and other categories

LR 130 (Ballard) Interim study to examine the potential construction of the proposed East Beltway administered jointly by the City of Lincoln and Lancaster County

LR 138 (McKinney) Interim study to examine the meaning of affordable housing in Nebraska

LR 141 (McKinney) Interim study to examine the reports received under the Municipal Density and Missing Middle Housing Act

LR 156 (McDonnell) Interim study to examine the firefighting response to wildfires in Nebraska

LR 158 (McDonnell) Interim study to carry out the provisions of section 13-2402, which requires the Nebraska Retirement Systems Committee to monitor underfunded defined benefit plans

LR 159 (McDonnell) Interim study to examine the retirement system for firefighters of cities of the first class and the creation of a cash balance retirement system

LR 160 (McDonnell) Interim study to examine the retirement system for firefighters of cities of the first class and the changes proposed in LB 406, 2023

LR 163 (Hughes) Interim study to examine opportunities to increase recycling of municipal solid waste

LR 172 (Vargas) Interim study to examine the occupation taxes imposed on wireless telecommunications services

LR 178 (Brewer) Interim study to create a Select Committee to examine the feasibility of constructing and operating small modular nuclear reactors to generate electric power in Nebraska

LR 184 (Mosser) Interim study to examine the deployment of broadband services within the State of Nebraska

LR 189 (Day) Interim study to examine issues regarding potholes and road maintenance in Nebraska municipalities

LR 193 (McDonnell) Interim study to research and

explore employee privacy concerns related to digital tracking in nonemergency situations

LR 195 (McDonnell) Interim study to conduct a comprehensive examination of Nebraska's state highway system and the priorities and resource allocation methods for the system

LR 197 (McDonnell) Interim study to conduct a comprehensive examination of the need for Nebraska to foster development of large industrial and commercial business sites

LR 198 (McDonnell) Interim study to explore support and supplemental funding for public and nonprofit providers of emergency medical services

LR 203 (Dorn) Interim study to review how the State of Nebraska can ensure it has effective emergency

medical services in rural communities

LR 238 (McDonnell) Interim study to examine the location of recreational vehicle parks, entertainment venues, and other recreational development and the impact of zoning regulations related to flooding on locating such facilities

LR 239 (McDonnell) Interim study to explore the feasibility and benefits of requiring wireless interconnected fire alarms in residential dwellings, similar to an ordinance passed by the City of Norfolk, to enhance fire safety and early warning systems for residents

LR 242 (Jacobson) Interim study to examine methods to promote the development of a competitive electric vehicle charging market in Nebraska and the creation of electric infrastructure to support such market

LR 247 (Cavanaugh, J) Interim study to examine issues raised in LB 133, 2023, relating to laws regarding the use of eminent domain by state agencies, boards, commissions, and other political subdivisions

LR 248 (Cavanaugh, J) Interim study to survey Nebraska's small public electric utilities, municipalities, and electric cooperatives relating to rate classifications and equipment

LR 250 (McDonnell) Interim study to consider changes to the Property Assessed Clean Energy Act and to property assessed clean energy financing for real estate development projects ■



Broadband

Continued from page 3

- Oversee the coordination of programs for schools and libraries and digital inclusion and equity projects; and
- Provide public information and resources.

LB 683 was supported by the League because of the possibility of expanded technical assistance for villages and cities that want to improve local broadband. LB 683 also was supported by the Nebraska Department of Transportation, the Nebraska Rural Broadband Alliance, the Nebraska Farm Bureau, the Nebraska Cattlemen, the Nebraska Corn Growers Association, the Nebraska Pork Producers Association, the Nebraska Soybean Association, the Nebraska State Dairy Association, the Nebraska Wheat Growers Association, Renewable Fuels Nebraska and others.

The amended LB 683 also contains an amended version of LB 122 related to the one-call system. The amendment has two main concepts. First, the amendment attempts to address the issue of repeat locate requests. The amendment would make it a violation of the act to request a locate if work cannot be commenced within 17 days, or request a relocate if work cannot be commenced within 14 days. This was put in at the request of the League, the Rural Electric Association, OPPD, the gas companies and many others.

The second concept forms what is being called the “One-Call Hit Court” that will have authority to deal with small one-call disputes when infrastructure is damaged.

The amendment creates the Underground Excavation Safety Committee (the Hit Court) comprised of five members:

- State Fire Marshal (or designee)
- Two Operators (underground facility owners)
- Two Excavators

The duty of the Committee will be to review complaints of One-Call Act violations, determine if violations have occurred, and determine if a civil penalty should be assessed when a violation has occurred.

If the recommended civil penalty is less than \$10,000, a process is initiated where the party can pay the fine or request a hearing under the APA, etc. The Committee can require continuing education for a violator.

If the recommended civil penalty exceeds \$10,000, the matter shall be referred to the Attorney General for prosecution.

The amended LB 683 also contains the substantially amended contents of LB 63, introduced by Sen. Eliot Bostar from Lincoln. LB 63 prohibits a telecommunication company from receiving support from the Nebraska Universal Service Fund if said company is using or providing any communications equipment, or service deemed to pose a threat to national security according to the Public Safety and Homeland Security Bureau of the Federal Communications Commission. The amended version adds that when the removing, discontinuing, or replacing the identified security threat communications equipment the company does not need to obtain any additional permits from any state agency or political subdivision if the state agency or political subdivision is properly notified of the necessary replacements and the replacement of any communications equipment is similar to the existing commu-

nications equipment. Sen. Bostar indicated in his testimony that the term “similar” meant at a minimum that the equipment could not be larger or heavier. Thus, if the equipment is larger, heavier, or dissimilar in other ways, the company can be required to obtain permits. Senator Bostar also indicated that it appears that only one company in Nebraska currently has any equipment deemed to pose a threat to national security.

The amended LB 683 also contains the provisions of LB 155 supported by the City of Omaha and the League. LB 155 clarifies that a fiber optic project in Omaha does not fall under the provisions of the Small Wireless Facilities Deployment Act.

The amended LB 683 also contains the provisions of LB 722 supported by the League and others. LB 722 would clarify that the Public Service Commission has authority to oversee the smooth transition of services to telecommunications ratepayers and broadband customers when a telecommunications carrier that wants to provide service in the territory of another provider purchases the infrastructure to serve those customers.

The amended LB 683 also contains the provisions of LB 359 which changes some of the deadlines in the Broadband Bridge Act.

The amended LB 683 now contains the provisions of the original LB 412 which provides clarification on how the Public Service Commission can distribute broadband grants to areas surrounding cities of the second class and villages. There was some confusion created by the language in LB 1024 from last year’s legislative session. ■

LB 727

Continued from page 2

the Civic and Community Center Financing Fund (CCCFF) grants in FY 23-24. Due to passage of LB 927 in the 2022 session, only municipalities with “certified creative districts” are eligible to receive CCCFF grants in FY 23-24; this eligibility requirement for CCCFF grants relating to “certified creative districts” will not apply after FY 23-24. In addition to cities of the first class, the amendments also expand municipalities eligible to receive funds under the *Support the Arts Cash Fund* to include cities of the second class and villages.

When LB 727 was considered on General File on May 16, **there were 20 bills incorporated into LB 727 with adoption of AM1152 (the Standing Committee Amendments) and provisions of another eight bills incorporated into LB 727 with adoption of AM1396 (Amendments to the Standing Committee Amendments).** On May 16, LB 727 as amended on General File was then advanced to “Enrollment and Review Initial” with 44 votes.

LB 727 was placed on Select File on May 18 (with Enrollment and Review Amendments/ER34). **ER34 is 175 pages which includes AM1152 (the Standing Committee Amendments which are 139 pages) as**

amended by AM1396 adopted on General File on May 16. (AM1396 is 51 pages.) On May 23, the Legislature debated LB 727 (ER34) on Select File. **Following adoption of ER34, AM1905 (which is 152 pages), filed by Sen. Linehan, was adopted amending ER34 by striking the original sections and amendments and inserting essentially a “white copy” of LB 727 which Sen. Linehan referred to as a “slimmed-down version” of the bill to reduce the fiscal note.** Before LB 727 advanced to Final Reading on a voice vote, Omaha **Sen. Christy Armendariz** also successfully amended ER34 with AM1942, a two-page amendment relating to American Rescue Plan (ARP) Act grants in the City of Omaha.

BACKGROUND

These are the 20 bills included in LB 727 with adoption of AM1152 (the Standing Committee Amendments adopted on General File) also included in AM1905 adopted on Select File: LBs 74, 96, 100, 118, 165, 180, 300, 344, 384, 407, 447, 491, 495, 580, 584, 692, 697, 704, 706, and 732. The following bills are League supported or of interest to municipalities:

Continued on page 7 | See LB 727

Resources

Continued from page 2

Nebraska (MEAN) to provide service to members such as advanced metering and cybersecurity. MEAN was formed under the Municipal Cooperative Financing Act and in order to provide these services to municipalities, MEAN needed specific statutory authority. A city or village already has the authority to provide these services on their own but many cities and villages want to participate and manage these services on a cooperative basis through MEAN.

The language of LB 289 now amended into LB 565 was supported by NMPP Energy, Crete City Administrator Tom Ourada, the League of Nebraska

Municipalities, and the Nebraska Power Association. There were no opponents to LB 289.

Also, among the amendments to LB 565 was the language of the original LB 567 which would strike the prohibition on a high-level manager employed by a public power district from serving as a member of the board of directors of another public power district. A high-level manager is defined as a person employed by a district who serves in a high-level managerial position, including chief executive officer, president, vice president, chief financial officer, chief operations officer, general manager, or assistant general manager. The original LB 567 also adds a definition of reliable

or reliability. This definition does not constitute a new standard for an electric supplier. Finally, the bill would add language regarding information that may be requested by the Nebraska Power Review Board for the annual load and capability report that is submitted to the Power Review Board on behalf of the electric suppliers in the state.

Also among the amendments was the language of the original LB 217 which would extend the sunset date for new scrap tire projects for the purposes of disbursing grants from the Waste Reduction and Recycling Incentive Fund from 2024 to 2029. ■

LB 727

Continued from page 6

LB 100 (Erdman) amends the **ImagiNE Nebraska Act** to include locations when the primary business activities are waste treatment and disposal; this bill was introduced by Sen. Erdman on behalf of the City of Kimball and Kimball County.

LB 384 (Bostar) creates, funds, and regulates the spending of a newly formed **Department of Transportation Aeronautics Capital Improvement Fund**. The bill turns back sales taxes relating to aeronautics sales; LB 384 was supported by the City of Blair, Blair Airport Authority, Nebraska Aeronautics Commission, and others.

LB 447 (Bostar) amends current law to allow retired firefighters a **deduction for health insurance premiums paid and to allow for tuition waivers for firefighters and dependents of law enforcement officers and firefighters**. LB 447 was introduced on behalf of the Nebraska Professional Fire Fighters Association, Nebraska Sheriffs Association, Police Chiefs Association of Nebraska, Police Officers Association of Nebraska, the League of Nebraska Municipalities, Nebraska Association of County Officials, and several other organizations.

LB 580 (Holdcroft) as amended by AM634 eliminates **special requirements for agricultural or horticultural land of five acres or more** in sanitary improvement districts (SIDs), cities, or villages required to receive special valuation under the statutes; AM634 adds an effective date retroactive to Jan. 1, 2023.

LB 692 (Linehan) as amended by AM1012 creates the **Good Life Transformational Projects Act**, establishing a new statutory system to allow for a reduced state sales tax rate on any transactions occurring within a “good life district” that meet certain benchmarks. At the March 8 hearing before the Revenue Committee on LB 692, AM1012 replaced the original bill, keeping the concept of “good life districts” and adding a revised schedule of required investments, requiring new jobs, and requiring apparent sales from outside the state for different municipalities as shown below: **Project eligibility** is contingent on the following: **Development costs:** (i) \$1 billion if the project will be located in a city of the metropolitan class; (ii) \$750 million if the project will be located in a city of the primary class; (iii) \$500 million if the project will be located in a city of the first class, city

of the second class, or village within a county with a population of 100,000 inhabitants or more; or (iv) \$100 million if the project will be located in a city of the first class, city of the second class, or village within a county with a population of less than 100,000 inhabitants. **Jobs created:** (i) 1,000 new jobs if the project will be located in a city of the metropolitan class; (ii) 500 new jobs if the project will be located in a city of the primary class; (iii) 250 new jobs if the project will be located in a city of the first class, city of the second class, or village within a county with a population of 100,000 inhabitants or more; or (iv) 50 new jobs if the project will be located in a city of the first class, city of the second class, or village within a county with a population of less than 100,000 inhabitants. *The League testified in a neutral capacity on LB 692. Representatives of the City of Gretna, Sarpy County, and others testified in support. No one testified in opposition to LB 692.*

LB 697 (Conrad) as amended by the Committee would amend provisions of the **Nebraska Job Creation and Mainstreet Revitalization Act**. The bill redefines historically significant real property to include at-grade or above ground structures. The bill redefines improvement to include projects with a total cost which equals or exceeds \$5,000. LB 697 also seeks to change the amount of nonrefundable credits being equal to 20% of eligible expenditures up to a maximum credit of \$1 million to the following: For historically significant real property located in a county that includes a city of the metropolitan class or a city of the primary class, the credit would be equal to 25% of eligible expenditures. For historically significant real property located in any other county, the credit would be equal to 30% of eligible expenditures. In all cases, the maximum credit allocated to any one project would be \$2 million.

LB 706 (Moser) as amended by AM692 creates new statutes under the **Build Nebraska Act to allow the state to issue bonds up to \$450 million**, with a provision for \$35 million annually for debt service, for new roads projects, and harmonizes corresponding statutes to reflect the new sections. AM692 added a provision to extend the sunset date of the Build Nebraska Act to match with the sunset date of the new bonding under LB 706.

As noted above, on May 16, AM1152 (the Standing Committee Amendments) as amended by AM1396 (Amendments to the Standing Committee Amendments

Continued on page 8 / See LB 727

LB 727

Continued from page 7

adopted on General File) incorporated some provisions of an additional eight bills: LBs 4, 97, 505, 529, 622, 623, 732, and 809. The following bills are League supported or of interest to municipalities:

LB 732 (Bostar) as amended changes the **Convention Center Facility Financing Assistance Act** to extend the date for applications for assistance under the Act from Dec. 31, 2012, to Dec. 31, 2030; this provision relates to a proposed convention center in Lincoln. An amendment also was adopted to incorporate some of the provisions of LB 797, introduced by Sen. Wayne on behalf of the City of Omaha, to include the definition of “nearby retailer” to collect receipts within 600 yards of a “program area”; the amendment also defines a “program area” by a map or maps submitted with an application, applying such changes for collection of such state sales tax. *(AM1905 adopted on Select File requires Omaha and Lincoln to file applications to collect such receipts of “nearby retailers”; consequently, LB 732 has no fiscal note.)*

Some provisions of LB 622 (McDonnell) **and LB 623** (McDonnell) are included in the amendment to change the **Sports Arena Facility Financing Assistance Act**. *(LB 622 as amended by AM755 and LB 623 as amended by AM824 include a few key provisions of LB 803 (von Gillern).)* Provisions of LB 622 relating to turnback tax for “Union Omaha” for a soccer complex were NOT INCLUDED in any amendments adopted to LB 727; however, **Sections 1,5, and 6 of AM755 to LB 622 include the negotiated agreement between the League and the Nebraska Arts Council supported by the Revenue Committee and included in AM1396 (Amendments to the Standing Committee Amendments) adopted on General File as well as AM1905 adopted on Select File.** At the hearing on LB 623 on March 16, Sen. McDonnell offered AM824 to LB 623 supported by the Committee for “Steelhouse

Omaha,” and other privately owned music venues, to authorize municipalities to use state turnback tax ONLY for grants promoting the arts and cultural events open to the general public, but NOT for any capital improvements since it is privately owned; such state turnback tax could also be used for any “nearby parking facility” that is PUBLICLY OWNED. The Cities of Omaha and La Vista likely will be two of the first municipalities applying for turnback tax pursuant to these provisions which expand the definition of eligible sports arena facility to include a privately owned concert venue for funding grants to promote the arts and cultural events open to the general public or “nearby parking facilities” that are publicly owned. *(Although the definition of political subdivision in AM1396 was expanded to include a joint entity formed under the Interlocal Cooperation Act to include a city, village, or county as a member, these provisions were stricken from LB 727 with adoption of AM1905 on Select File.)*

LB 529 (Hansen) as amended changes the **Property Tax Request Act (sometimes referred to as the “postcard bill”)**. At least one elected official from the municipality must attend the joint hearing and that elected official may be the designated representative. If the city has a quorum of elected officials present at the joint hearing, it does not violate the Open Meetings Act. The joint hearing will be held on or after September 14 and prior to September 24. If a city is participating in a joint public hearing, it is required to send information electronically to the county assessor by September 4. Each city is required to maintain a “prominently displayed and easily accessible link” on its website of its proposed budget. This requirement does not apply to a city with a population of less than 1,000 inhabitants. ■

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

108th Legislature, First Session

June 2, 2023 - Bulletin 22



ITEMS OF INTEREST TO MUNICIPALITIES

- On June 1, the Legislature adjourned sine die, day 88 of a 90-day session. Due to filibustering throughout the session on LB 574, Speaker Arch encouraged committee chairs to include numerous bills in Committee Priority Bills; each committee is allowed to have two priority bills. Typically, only those bills unanimously supported by the committee were included in the committee's package of bills. **Fifty-six bills passed in the 2023 legislative session; although it is reported that there are 291 separate bills incorporated in these 56 bills, the Clerk of the Legislature's Office is in the process of confirming this number.** Unfortunately, some important bills that were unanimously advanced from committee were not included in any of the committee packages.
- **LB 531E:** Urban Affairs Committee package of bills passed on Final Reading with the emergency clause (37-8-4)
- **LB 727E:** Revenue Committee package of bills passed on Final Reading with the emergency clause (46-0-3)
- **LB 814E:** On May 31, the only successful veto override was to provide additional funding (\$1.2 million over two years) for the State Auditor's Office to increase salaries and add two positions; the motion supported by the League, NEDA, and others to override \$40 million for workforce housing was not successful

NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.

The 108th Legislature, first session
has adjourned sine die



The first session of the 108th Legislature adjourned sine die June 1, the 88th day of the scheduled 90-day session. The second session of the 108th Legislature is scheduled to convene Jan. 3, 2024.

**2023
LEGISLATIVE
SESSION**



**LB 531E: Urban Affairs
Committee package of bills
passed on Final Reading with
the emergency clause (37-8-4)**

On June 1, LB 531E passed on Final Reading with 37 ayes, incorporating 12 other bills plus provisions added by AM1771 on Select File. The following eight Senators voted no: Albrecht, Bostelman, Clements, Erdman, Halloran, Hardin, Ibach, and Lowe; Sens. Riepe and Wayne were “present and not voting;” and Sens. Day and Hunt were “excused and not voting.” **The following 12 bills were incorporated into LB 531E: LBs 33, 45, 98, 170, 223, 329, 342, 346, 462, 474, 532, and 629.** In addition, AM1771, introduced by Omaha Sen. Mike McDonnell on Select File, amended

Continued on page 3 / See LB 531

**LB 727E: Revenue Committee package of bills passed
on Final Reading with the emergency clause (46-0-3)**

On June 1, the last day of the legislative session, LB 727E passed on Final Reading with the emergency clause with 46 ayes, Bennington Sen. Wendy DeBoer “present and not voting,” and Omaha Sens. Jen Day and Megan Hunt “excused and not voting.” **Gov. Pillen referenced passage and support for LB 727E in his closing remarks to the Legislature on June 1. In a written message to the Legislature on June 1, the Governor confirmed, “all bills presently on my desk will become law without my objections in the coming days.”**

LB 727 is a Revenue Committee Priority Bill which includes numerous bills supported by the Committee on an 8-0 vote. **Thanks to Elkhorn Sen. Lou Ann Linehan, Chair of the Revenue Committee, and other members of the Committee for including several League-supported bills into LB 727 with adoption of various amendments.**



*Sen. Eliot Bostar
District 29*



*Sen. Lou Ann Linehan
District 39*

Continued on page 4 / See LB 727

LB 814E: On May 31, the only successful veto override was to provide additional funding (\$1.2 million over two years) for the State Auditor's Office to increase salaries and add two positions

The motion supported by the League, NEDA, and others to override \$40 million for workforce housing was not successful

It takes 30 Senators voting in the affirmative to override a Governor's veto. On May 31, the only successful veto override was to provide additional funding (\$1.2 million over two years) for the State Auditor's Office to increase salaries and add two positions. Sens. Steve Erdman of Bayard and Wendy DeBoer of Bennington explained that staffing at the State Auditor's Office was reduced from about 60 to 40 individuals in recent years; in addition, State Auditor Mike Foley emphasized that his auditor's were going to other state agencies which could offer \$20,000-\$30,000 more per year due to a 22 percent pay increase for state employees effective July 1.

Unfortunately, the motion supported by the League, NEDA, and other organizations to override the Governor's line-item veto of \$40 million for Workforce Housing Projects in rural and urban Nebraska was not suc-

cessful. Thanks to the following 25 Senators who voted in support of this motion: Aguilar, Blood, Bostar, Brandt, J. Cavanaugh, M. Cavanaugh, Conrad, Day, DeBoer, Dorn, Dungan, Fredrickson, Hardin, Hughes, Hunt, Lippincott, McDonnell, McKinney, Raybould, Riepe, Slama, Vargas, Walz, Wayne, and Wishart. All other Senators voted in opposition to the override motion except for Norfolk Sen. Rob Dover, who was present and not voting.

A special thanks to Sens. Aguilar, Blood, Brandt, Hughes, Ibach, Lippincott, McDonnell, Raybould, Vargas, and Walz who presented excellent information and compelling arguments in support of the motion to override the Governor's veto relating to workforce housing. **Thanks to the many municipal officials who took time from their busy schedules to contact their Senator(s) on short notice asking them to support this override motion.**

BACKGROUND

As reported in *Bulletin 21*, the Appropriations Committee
Continued on page 6 / See LB 814

LB 531

Continued from page 2

Section 84-12,221 relating to the Shovel-Ready Capital Recovery and Investment Act; AM1771 was not a separate bill. **In a written message to the Legislature on June 1, the Governor confirmed, "all bills presently on my desk will become law without my objections in the coming days."**

LB 531, introduced by Omaha **Sen. Terrell McKinney**, Chair of the Urban Affairs Committee, allocates over \$300 million to entities in North and South Omaha to respond to the negative impact of the COVID-19 public health emergency and to "build resilient and innovative communities." LB 531 cleans up language in the Economic Recovery Act (LB 1024 (2022)) by removing certain requirements relating to coordinated plans and directing

direct investment to the fund after July 1, 2023.

As passed on Final Reading, LB 531 amends numerous provisions to create the Revitalize Rural Nebraska Grant Program and the Revitalize Rural Nebraska Fund and provide powers and duties for the Department of Environment and Energy; to change provisions relating to voting powers of mayors of cities of the first class and cities of the second class; to change provisions relating to extremely blighted areas, substandard and blighted areas, redevelopment projects and plans, reports, housing studies, allocation of funds, and expedited reviews and provide for designation reviews and removals under the Community Development Law; to redefine terms under the Local Option Municipal Economic Development



*Sen. Terrell McKinney
District 11*

Act and the Nebraska Investment Finance Authority Act; to change and provide reporting requirements under the Municipal Density and Missing Middle Housing Act; to change provisions of the Perkins County Canal Project Fund and the Nebraska Capital Construction Fund relating to investment earnings; to provide a state building code

Continued on page 7 / See LB 531

LB 727*Continued from page 2*

Thanks again to Lincoln **Sen. Eliot Bostar** and other members of the Revenue Committee who voted on April 17 to include in AM1396 (*Amendments to the Standing Committee Amendments adopted on General File*) the provisions of a negotiated agreement between the League and the Nebraska Arts Council to provide maximum flexibility to the Nebraska Arts Council in distributing funds from state turnback tax to municipalities with “certified creative districts,” including the Civic and Community Center Financing Fund (CCCCFF) grants in FY 23-24. Due to passage of LB 927 in the 2022 session, only municipalities with “certified creative districts” are eligible to receive CCCFF grants in FY 23-24; this eligibility requirement for CCCFF grants relating to “certified creative districts” will not apply after FY 23-24. In addition to cities of the first class, the amendments also expand municipalities eligible to receive funds under the *Support the Arts Cash Fund* to include cities of the second class and villages.

BACKGROUND

When LB 727 was considered on **General File on May 16, there were 20 bills incorporated into LB 727 with adoption of AM1152 (the Standing Committee Amendments) and provisions of another eight bills incorporated into LB 727 with adoption of AM1396 (Amendments to the Standing Committee Amendments)**. On May 16, LB 727 as amended on General File was then advanced to “Enrollment and Review Initial” with 44 votes. LB 727 was placed on **Select File on May 18** (with Enrollment and Review Amendments/ER34). **ER34 is 175 pages which includes AM1152 (the Standing Committee Amendments which are 139 pages) as amended by AM1396 adopted on General File on May 16. (AM1396 is 51 pages.) On May 23, the Legislature debated LB 727 (ER34) on Select File. Following adoption of ER34, AM1905 (which is 152 pages), filed by Sen. Linehan, was adopted amending ER34 by striking the original sections and amendments and inserting essentially a “white copy” of LB 727 which Sen. Linehan referred to as a “slimmed-down version” of the bill to reduce the fiscal note.** Before LB 727 advanced to Final Reading on a voice vote, Omaha **Sen. Christy Armendariz** also successfully

amended ER34 with AM1942, a two-page amendment relating to American Rescue Plan (ARP) Act grants in the City of Omaha.

These are the 20 bills included in LB 727 with adoption of AM1152 (the Standing Committee Amendments adopted on General File) also included in AM1905 adopted on Select File: LBs 74, 96, 100, 118, 165, 180, 300, 344, 384, 407, 447, 491, 495, 580, 584, 692, 697, 704, 706, and 732. The following bills are League supported or of interest to municipalities:

LB 100 (Erdman) amends the **ImagiNE Nebraska Act** to include locations when the primary business activities are waste treatment and disposal; this bill was introduced by Sen. Erdman on behalf of the City of Kimball and Kimball County.

LB 384 (Bostar) creates, funds, and regulates the spending of a newly formed **Department of Transportation Aeronautics Capital Improvement Fund**. The bill turns back sales taxes relating to aeronautics sales; LB 384 was supported by the City of Blair, Blair Airport Authority, Nebraska Aeronautics Commission, and others.

LB 447 (Bostar) amends current law to allow retired firefighters **a deduction for health insurance premiums paid and to allow for tuition waivers for firefighters and dependents of law enforcement officers and firefighters**. LB 447 was introduced on behalf of the Nebraska Professional Fire Fighters Association, Nebraska Sheriffs Association, Police Chiefs Association of Nebraska, Police Officers Association of Nebraska, the League of Nebraska Municipalities, Nebraska Association of County Officials, and several other organizations.

LB 580 (Holdcroft) as amended by AM634 eliminates **special requirements for agricultural or horticultural land of five acres or more** in sanitary improvement districts (SIDs), cities, or villages required to receive special valuation under the statutes; AM634 adds an effective date retroactive to Jan. 1, 2023.

LB 692 (Linehan) as amended by AM1012 creates the **Good Life Transformational Projects Act**, establishing a new statutory system to allow for a reduced state sales tax rate on any transactions occurring within a “good life district” that meet certain benchmarks. At the March

Continued on page 5 / See LB 727

LB 727

Continued from page 4

8 hearing before the Revenue Committee on LB 692, AM1012 replaced the original bill, keeping the concept of “good life districts” and adding a revised schedule of required investments, requiring new jobs, and requiring apparent sales from outside the state for different municipalities as shown below: **Project eligibility** is contingent on the following: **Development costs:** (i) \$1 billion if the project will be located in a city of the metropolitan class; (ii) \$750 million if the project will be located in a city of the primary class; (iii) \$500 million if the project will be located in a city of the first class, city of the second class, or village within a county with a population of 100,000 inhabitants or more; or (iv) \$100 million if the project will be located in a city of the first class, city of the second class, or village within a county with a population of less than 100,000 inhabitants. **Jobs created:** (i) 1,000 new jobs if the project will be located in a city of the metropolitan class; (ii) 500 new jobs if the project will be located in a city of the primary class; (iii) 250 new jobs if the project will be located in a city of the first class, city of the second class, or village within a county with a population of 100,000 inhabitants or more; or (iv) 50 new jobs if the project will be located in a city of the first class, city of the second class, or village within a county with a population of less than 100,000 inhabitants. *The League testified in a neutral capacity on LB 692. Representatives of the City of Gretna, Sarpy County, and others testified in support. No one testified in opposition to LB 692.*

LB 697 (Conrad) as amended by the Committee would amend provisions of the **Nebraska Job Creation and Mainstreet Revitalization Act**. The bill redefines historically significant real property to include at-grade or above ground structures. The bill redefines improvement to include projects with a total cost which equals or exceeds \$5,000. LB 697 also seeks to change the amount of nonrefundable credits being equal to 20% of eligible expenditures up to a maximum credit of \$1 million to the following: For historically significant real property located in a county that includes a city of the metropolitan class or a city of the primary class, the credit would be equal to 25% of eligible expenditures. For historically significant real property located in any other county, the credit would be equal to 30% of eligible expenditures. In all cases, the maximum credit allocated to any one project would be \$2 million.

LB 706 (Moser) as amended by AM692 creates new statutes under the **Build Nebraska Act to allow the state to issue bonds up to \$450 million**, with a provision for \$35 million

annually for debt service, for new roads projects, and harmonizes corresponding statutes to reflect the new sections. AM692 added a provision to extend the sunset date of the Build Nebraska Act to match with the sunset date of the new bonding under LB 706.

As noted above, on May 16, AM1152 (the Standing Committee Amendments) as amended by AM1396 (Amendments to the Standing Committee Amendments adopted on General File) incorporated some provisions of an additional eight bills: LBs 4, 97, 505, 529, 622, 623, 732, and 809. The following bills are League supported or of interest to municipalities:

LB 732 (Bostar) as amended changes the **Convention Center Facility Financing Assistance Act** to extend the date for applications for assistance under the Act from Dec. 31, 2012, to Dec. 31, 2030; this provision relates to a proposed convention center in Lincoln. An amendment also was adopted to incorporate some of the provisions of LB 797, introduced by Sen. Wayne on behalf of the City of Omaha, to include the definition of “nearby retailer” to collect receipts within 600 yards of a “program area”; the amendment also defines a “program area” by a map or maps submitted with an application, applying such changes for collection of such state sales tax. *(AM1905 adopted on Select File requires Omaha and Lincoln to file applications to collect such receipts of “nearby retailers”; consequently, LB 732 has no fiscal note.)*

Some provisions of LB 622 (McDonnell) **and LB 623** (McDonnell) are included in the amendment to change the **Sports Arena Facility Financing Assistance Act**. *(LB 622 as amended by AM755 and LB 623 as amended by AM824 include a few key provisions of LB 803 (von Gillern).)* Provisions of LB 622 relating to turnback tax for “Union Omaha” for a soccer complex were NOT INCLUDED in any amendments adopted to LB 727; however, **Sections 1,5, and 6 of AM755 to LB 622 include the negotiated agreement between the League and the Nebraska Arts Council supported by the Revenue Committee and included in AM1396 (Amendments to the Standing Committee Amendments) adopted on General File as well as AM1905 adopted on Select File.** At the hearing on LB 623 on March 16, Sen. McDonnell offered AM824 to LB 623 supported by the Committee for “Steelhouse Omaha,” and other privately owned music venues, to authorize municipalities to use state turnback tax ONLY for grants promoting

Continued on page 6 / See LB 727

LB 814

Continued from page 3

on a 5-4 vote decided to try to override the following budget vetoes: 1) rate increases of more than \$45 million for hospitals and nursing homes that provide Medicaid; 2) \$40 million for Workforce Housing Projects in rural and urban Nebraska; and 3) \$1.2 million over two years for salary increases and two additional staff members in State Auditor Mike Foley’s office. The Appropriations Committee decided not to pursue overrides on Gov. Pillen’s other budget line-item vetoes. **Although unsuccessful, other Senators filed numerous motions to try to override other line-item vetos.**

On May 24, Gov. Pillen sent a letter to the President, Speaker and Members of the Legislature outlining his **line-item vetoes relating to the state budget**. [Click here](#) for the letter. **Please note the following paragraph included in his letter:** *“To preserve our Cash Reserve Fund, I have vetoed \$10 million cash fund appropriation in FY 2023-24 and FY 2024-25 for **Rural Workforce Housing** and \$10 million cash fund appropriation in FY 2023-24 and FY 2024-25 for **Middle Income Housing**. This will preserve our reserve funds and avoid flooding the housing market with government subsidization. We have invested more than \$200 million in affordable housing over the past three years and Nebraska housing developers are busy leveraging this substantial investment to build up our supply of affordable housing in the State of Nebraska.”* ■



*Sen. Raymond Aguilar
District 35*



*Sen. Mike McDonnell
District 5*



*Sen. Loren Lippincott
District 34*



*Sen. Jane Raybould
District 28*

LB 727

Continued from page 5

the arts and cultural events open to the general public, but NOT for any capital improvements since it is privately owned; such state turnback tax could also be used for any “nearby parking facility” that is PUBLICLY OWNED. The Cities of Omaha and La Vista likely will be two of the first municipalities applying for turnback tax pursuant to these provisions which expand the definition of eligible sports arena facility to include a privately owned concert venue for funding grants to promote the arts and cultural events open to the general public or “nearby parking facilities” that are publicly owned. *(Although the definition of political subdivision in AM1396 was expanded to include a joint entity formed under the Interlocal Cooperation Act to include a city, village, or county as a member, these provisions were stricken from LB 727 with adoption of*

AM1905 on Select File.)

LB 529 (Hansen) as amended changes the **Property Tax Request Act** (*sometimes referred to as the “postcard bill”*). At least one elected official from the municipality must attend the joint hearing and that elected official may be the designated representative. If the city has a quorum of elected officials present at the joint hearing, it does not violate the Open Meetings Act. The joint hearing will be held on or after September 14 and prior to September 24. If a city is participating in a joint public hearing, it is required to send information electronically to the county assessor by September 4. Each city is required to maintain a “prominently displayed and easily accessible link” on its website of its proposed budget. This requirement does not apply to a city with a population of less than 1,000 inhabitants. ■

LB 531

Continued from page 3

exception under the Building Construction Act; to change home inspection provisions as prescribed; to redefine terms and change provisions relating to grant qualifications, fund use, duties, and Department of Economic Development powers under the Middle Income Workforce Housing Investment Act; to change provisions relating to iHub applications, designations, and locations under the Nebraska Innovation Hub Act; to change project and matching funds provisions under the Nebraska Rural Projects Act; to redefine a term, change provisions relating to grant application, approval, and acceptance requirements, and restate legislative intent for funding under the Shovel-Ready Capital Recovery and Investment Act; to define a term and create the North and South Omaha Recovery Grant Program under the Economic Recovery Act; to change provisions of the Economic Recovery Act relating to powers and duties of the Economic Recovery and Incentives Division of the Department of Economic Development, allocation and use of grant funds, legislative intent for appropriations, and credits and transfers to the Economic Recovery Contingency Fund; to transfer funds from the Cash Reserve Fund; to require the Game and Parks Commission to construct, develop, and manage a Chief Standing Bear museum and visitor center and acquire, rehabilitate, and manage the Mayhew Cabin historical site.

BACKGROUND

On General File, two bills of interest to municipalities were attached to LB 531 through AM1222. One bill was **LB 506** which appropriates \$180 million to the Nebraska Department of Natural Resources to assist the city of Lincoln in securing their second water source. Lincoln Sen. Eliot Bostar introduced LB 506 to help pay for costs such as a water treatment plan; water treatment, transmission, and distribution in furtherance of supplying additional water; land acquisition; permitting; wellfield; and pumping and transportation of water over 25 miles for the purpose of providing potable water. Sen. Bostar has indicated that other municipalities have expressed interest in joining in this project to create a regional water supply network. **LB 769**, introduced by Bellevue Sen. Rick Holdcroft, also was amended into LB 531 on the first round of debate. LB 769 provides grants to an entity formed under the Interlocal Cooperation Act to

fund a portion of the cost of constructing a wastewater system. The amendment appropriates \$15 million to the Shovel-Ready Capitol Recovery and Investment Fund for funding to construct such a project. **These two bills were deleted from LB 531 by AM1880 adopted on Select File; LB 769 was amended into LB 814 and LB 506 was NOT amended into another bill but the funding is included in the state budget package of bills.**

On Select File, the additional amendments were filed to LB 531 that included the following bills of interest to municipalities:

LB 33 (Jacobson): Under the provisions of LB 33, a mayor in a city of the first class or a city of the second class can vote on any matter that requires either a majority of the city council or a majority vote of all the elected members of the city council if: (a) The mayor's vote is required due to the city council being equally divided (in other words, when there is a tie) or (b) A majority of the city council or majority of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more city council members.

LB 45 (Dorn): LB 45 establishes the Revitalize Rural Nebraska Grant Program. Cities of the first class, second class, and villages may apply for a grant with the Department of Environment and Energy to demolish dilapidated commercial property, with priority given to cities of the second class and villages. The amendment allocates \$1 million for fiscal year 2023-24.

LB 98 (Jacobson): The provisions of LB 98 focus on micro-TIF and include changes relating to substandard and blighted declarations, allowing municipalities to establish an annual limit on the number of micro-TIF plans approved, removing the requirement that building permits be submitted with the micro-TIF application, allowing the governing body to determine whether to approve or deny the micro-TIF application, outlining reasons to deny a micro-TIF application, changing provisions relating to indebtedness, and allowing a city to revoke the resolution approving micro-TIF.

LB 170 (McKinney): LB 170 redefines blighted area under the Nebraska Investment Finance Authority Act with the same definition included in the Community Development Law.

LB 223 (McKinney): LB 223 concerns the Municipal Density and Missing Middle Housing Act. It requires

Continued on page 8 / See LB 531

LB 531

Continued from page 7

each city that adopts an affordable housing action plan to electronically submit their plan to the Urban Affairs Committee. The bill also requires cities to include in their report efforts to implement an affordable housing action after such plan is adopted.

LB 346 (Brandt): This bill amends the Local Option Municipal Economic Development Act (LB 840 plans). Under current law, if a municipality is under 2,500 in population, the definition of qualifying business is much broader to include a business that derives its principal source of income from activities other than those specifically listed in the Act. LB 346 increases that number from 2,500

or less inhabitants to 5,000 or less inhabitants.

LB 532 (McKinney): LB 532, as amended, includes provisions relating to: designation of an extremely blighted area to be valid for no less than 25 years; allowing cities or authorities to develop guidelines for the consideration of redevelopment projects; including in the report to the governing body information on the estimated amount of outstanding indebtedness for each redevelopment project and the estimated date it will be paid in full; providing that TIF funds in a city of the metropolitan class used for new construction of housing for households below the median income within 600 yards of a streetcar or for single-family

housing or condominiums are deemed related to the redevelopment project; outlining the process for “de-blighting” an area that has been declared substandard and blighted or extremely blighted; and beginning Jan. 1, 2026, prohibiting new redevelopment plans in an area declared substandard and blighted for more than 30 years unless the city conducts a new study or analysis to determine if the area continues to qualify as substandard and blighted or extremely blighted. Also included in LB 532 is a provision that for cities other than Omaha, the housing study required to use TIF to construct workforce housing must be current within 60 months. Omaha will still need a housing study within 24 months. ■



CRETE PLANNING COMMISSION MEETING

May 22, 2023 at 7:00 PM
Crete City Hall, 243 East 13th 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

Drew Rische:	Absent
Brent Cole:	Present
Ryan Jindra:	Present
Dave Jurena:	Present
Justin Kozisek:	Present
Scott Kunch:	Present
Tom Ourada:	Present
Jay Quinn:	Present
Jennifer Robison:	Present
Jeff Wenz:	Present

Present: 9, Absent: 1.

City Administrator Tom Ourada (alternate member) was present for the meeting but did not vote.

3. Items of Business

3.A. Election of Officers

Elected Dave Jurena as planning commission chair. Carried with a motion by Jennifer Robison and a second by Justin Kozisek.

Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Jay Quinn: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 8, No: 0

3.B. Approve Planning Commission Minutes

Scott Kuncl mentioned that there are two corrections to be made on the minutes (correct who second) and add adjournment.

Approved the Planning Commission Minutes Carried with a motion by Scott Kuncl and a second by Ryan Jindra.

Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Jay Quinn: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 8, No: 0

3.C. Public Hearing on Cardinal Ventures Redevelopment Project

Opened Public Hearing on Cardinal Ventures Redevelopment Project Carried with a motion by Scott Kuncl and a second by Justin Kozisek.

Brent Cole: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Jay Quinn: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 8, No: 0

City Attorney Alison J Borer gave a presentation for the Cardinal Ventures Redevelopment Mentioned the following;

- It conforms with the comprehensive plan. This is Area #3 13th and Iris.
- There will be 33 lots, public infrastructure, preliminary site plan, streets, water, and sewer. The project would start in 2024. Private improvements would be \$11 million.
- Difference in property tax before and after construction. Have everything built by 2029 to maximize Tax Increment Financing (TIF). TIF can only be used for eligible expenditures. Zone R2 Residential
- The comprehensive plan calls for new houses 184 needed by 2024. A portion of the project will be rezoned R3 and replotted. Will see additional taxes. The current site value is \$180,000 after plotting \$955,000. Will see immediate benefits. The project will increase the population density. There will be more children in school districts. The school district is in favor
- It will increase the variety of housing and generate sales tax. Build infrastructure and reduce blighted areas

Darcy Ross stated the following;

- They have studied the comprehensive plan and TIF and there is a lack of housing. They will have 33 lots available. Thinking of building row houses.
- The timeline will be early 2024. It will be built in 6-9 months. The cost is very high per lot about \$60,000 per lot. That is why they are requesting TIF. Anyone could have bought the property but no one did

Steven Reisdorff commented the following;

- There are subdivision regulations and there should be a personal guarantee. To justify that the area is blighted is a stretch. Developers in town have done their own finances. Other projects in town have used TIF

City Attorney, Alison J Borer stated the following;

- The area is already declared blighted and substandard. The developer will pay for all the infrastructure and the land is private property. The developer purchased land and it's not city property.

Steven Reisdorff stated he wanted to see the following;

- Would have liked to see other proposals, not just the one being presented, the preliminary and final plats and where the sewer and water will be at.

An Attorney from Omaha for Cardinal Ventures stated the following:

- There will be a variety of price points and this bridges the gap for housing. The property will continue to sit undeveloped if TIF is not used. After 15 years, tax money will be revenue to the City of Crete. There are currently very few tools that help developers and TIF gives broad authority to develop your community.

City Attorney Alison J Borer stated that developers present the TIF proposals first so that they know if they are able to secure TIF

Ron Sack: Mentioned that he asked for TIF

City Administrator Tom Ourada mentioned that the land was not in a redevelopment area. The developers tonight have paid for a blighted study.

Ron Sack stated that the direction he received was that it wasn't possible.

Ron Sack: Mentioned that he thinks the development of this property being talked about tonight is good but the city needs to be consistent with policy.

City Attorney Alison J Borer asked to focus on whether this conforms with the comprehensive plan.

Closed Public Hearing on Cardinal Ventures Redevelopment Project at 7:50pm Carried with a motion by Justin Kozisek and a second by Ryan Jindra.

Brent Cole: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kunch: Aye, Jay Quinn: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 8, No: 0

3.D. Consider a recommendation to the City Council on a Redevelopment Plan Amendment for the Cardinal Ventures Redevelopment Project.

Brent Cole mentioned that he was uninformed on the matter and would abstain from voting.

Scott Kuncl Abstained

Jeff Wenz Abstained from voting due to conflict of interest

Approved the Resolution #PC23-01 Carried with a motion by Justin Kozisek and a second by Jay Quinn.

Brent Cole: Abstained, Scott Kuncl: Abstained, Jeff Wenz: Abstain (With Conflict), Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Jay Quinn: Aye, Jennifer Robison: Aye
Aye: 7, No: 0, Abstained: 3

3.E. Public Hearing on Crete Senior Villas Redevelopment Project

Opened Public Hearing on Crete Senior Villas Redevelopment Project Carried with a motion by Ryan Jindra and a second by Jennifer Robison.

Brent Cole: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Jay Quinn: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 8, No: 0

City Attorney Alison J Borer explained the following;

- This is the Crete Senior Villas Redevelopment Project Area #1. This is the preliminary site plan. This will be a 30-unit apartment building for affordable senior housing 55 years and older at or below the 60% poverty line. The start date will be at the end of this year and finish towards the end of 2024. This will be tax credit project and will cost approximately 8.7 million dollars. The developer is requesting \$223, 000 in Tax Increment Financing. It is in the comprehensive plan zone R3. It was rezoned last year. Will be subdivided. Has reviewed all statutory elements. There was a cost benefit analysis.

Ryan Stoll- Redeveloper explained the following;

- This will be senior housing in close proximity to Wal-Mart and the hospital. The building will be 3 stories. The apartments will be 2 bedrooms and one bath. The property is governed by the state and there will only be a 2-3% rent increase. There will be income requirements. There will be 7 apartments that will rent for \$407, 9 apartments for \$735, and 14 apartments for \$795.

City Administrator Tom Ourada mentioned that NIFA projects are highly competitive.

Closed Public Hearing on Crete Senior Villas Redevelopment Project Carried with a motion by Ryan Jindra and a second by Jay Quinn.

Brent Cole: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Jay Quinn: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 8, No: 0

3.F. Consider a recommendation to the City Council on a Redevelopment Plan Amendment for the Crete Senior Villas Redevelopment Project.

Approved Resolution #PC23-02. Carried with a motion by Jennifer Robison and a second by Jay Quinn.

Brent Cole: Abstained, Scott Kuncl: Abstained, Jeff Wenz: Abstained (With Conflict), Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Jay Quinn: Aye, Jennifer Robison: Aye
Aye: 7, No: 0, Abstained: 3

4. Officers' Reports

Officers Reports:

City administrator Tom Ourada stated the following;

- The developers want to know if they are approved for TIF before they start spending.
 - This is a redevelopment area.
 - A blight study was completed and factors were met.
 - The planners conducted the study, not the city.
- City Attorney Alison J Borer mentioned that only a percentage of the city can be classified as bighted and substandard (30% of a city of the first class)

5. Adjournment

The meeting adjourned at 8:43pm