

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

May 4, 2021

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

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

Brian Carnes: Absent
Kyle Frans: Present
Ryan Hinz: Present
Jack Oelschlager: Present
Travis Sears: Present
Dale Strehle: Present
Present: 5, Absent: 1.

3. Consent Agenda

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

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

A. Approve Meeting Minutes

1. April 20, 2021 City Council Regular Meeting
 2. April 20, 2021 Public Works Committee
 3. April 20, 2021 Parks and Recreation Committee
- B. Accept the City Treasurer's Report
C. Approve the Payment of Claims Against the City
4. Items of Business

- A. Public Hearing to receive public input on the preliminary engineering report related to the construction of a new lift station, water well, and related water and sewer lines.

Open a public hearing on the preliminary engineering report related to water and wastewater construction. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

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

Close the public hearing. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

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

City Administrator Tom Ourada reported on the projects that are being planned for the construction of the water and wastewater facilities. A new well on the west side of the City and a loop on the west side to improve water service are part of the plan. Completing the remediation project on the north side of the City and a lift station at the 22nd Street bridge project.

- B. Consider approving Saline Medical Plaza's application for a special exception permit for a business center identification sign at 830 East 1st Street.

Approve the special exception permit for Saline Medical Plaza to place a sign at a different location than the original. Carried with a motion by Dale Strehle and a second by Kyle Frans.

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

City Administrator Tom Ourada explained that the sign permit has been reviewed and approved by the Building Inspector.

- C. Consider authorizing the Police Department to submit a grant application for eCitation equipment.

Table indefinitely. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

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

Police Chief Hensel said that this grant application would not be necessary.

- D. Consider authorizing the Police Department to submit a grant application for bulletproof vests.

Authorize the Police Department to submit a grant application for 2 bullet proof vests. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

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

Police Chief Steve Hensel reported that bulletproof vests are specifically fitted to the individual and cannot be used by another person. The grant would cover 50% of 2 new vests.

- E. Consider entering into an agreement with Idemia Identity & Security in the amount of \$9,375 for mobile fingerprint equipment and services.

Approve the City enter into an agreement for the purchase of mobile fingerprint equipment and services at a cost of \$9,375. Carried with a motion by Jack Oelschlager and a second by Dale Strehle.

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

Aye: 5, No: 0

Police Chief Steve Hensel explained how mobile fingerprinting equipment worked and how it saves time and positively identifies individuals before transporting them to other facilities.

- F. Consider authorizing the Recreation Coordinator to submit grant applications for tennis programming activities.

Authorize the Recreation Coordinator to submit grant applications for tennis programming activities. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

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

City Administrator reported that a private provider wanted to help the City provide a tennis program for youth at no charge. Recreation Coordinator Dan Dunaway found 2 grants that could be used to cover these costs.

- G. Consider approving Andres Viana's request for campground use in Tuxedo Park until October 31, 2021.

Approve the request of Andres Viana to camp at Tuxedo Park until October 31, 2021 while working in the area. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

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

- H. Consider approving the racing events scheduled for 2021 at the Tuxedo Park Raceway.

Approve the schedule of events for the Tuxedo Park Raceway in 2021. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

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

- I. Consider approving 4H Horse Club practices at the Tuxedo Park rodeo arena in preparation for the Saline County Fair.

Approve the application for 4H Horse Club to use the Tuxedo Park Arena for practices in preparation of the Saline County Fair. Carried with a motion by Kyle Frans and a second by Dale Strehle.

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

- J. Consider authorizing the Library Director to submit a grant application for the Nebraska Library Internship Program.

Authorize the Library Director to apply for grants to facilitate interns working at the library. Carried with a motion by Ryan Hinz and a second by Kyle Frans.

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

Library Director Joy Stevenson reported that the internship program has been good to the library, providing needed part time help for weekends. The Library Advisory Board recommends authorization.

- K. Consider amending the library policies to waive the fee for a library card for individuals who work in Crete.

Refer the amendments to Library Policy to the Finance Committee for review. Carried with a motion by Ryan Hinz and a second by Jack Oelschlager.

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

Library Director Joy Stevenson requested that the City Council adopt an amendment to the Library Policies to eliminate the fees for a library card for a nonresident that works within the City. The Library Advisory Board recommends approval of the amendment.

- L. Consider adjusting the wage and salary scale to add a new wage scale for Street Foreman and to increase the wages for Street Operator.

Approve the amendment to the wage and salary scale to add Street Foreman and increase the wage of Street Operator Carried with a motion by Travis Sears and a second by Ryan Hinz.

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

City Administrator Tom Ourada explained that all the street operators applied for the water operator position due to the higher wages paid for the water operator. The City had done comparability with other municipalities but has not compared internally. These changes will create the comparability between the departments that have similar job requirements.

- M. Consider adopting Resolution 2021-05 : A resolution removing parking from the east side of Iris Avenue between Fourth and Thirteenth Streets.

Introduce and adopt Resolution 2021-05 removing the parking from the east side of Iris Avenue from Fairchild Drive to Arthur Drive effective immediately. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

Mayor Bauer reported that no parking on the east side of Iris Avenue between Fourth and Thirteenth Streets has been mentioned to him a few times, especially with Doane's upcoming tournaments. When there are home sports games and people park in between driveways, it's hard for the homeowners to use their driveways on such a heavy traffic road. Council member Travis Sears suggested that from Fairchild Avenue north there are few driveways and that the no parking would be good between Arthur Drive and Fairchild Drive.

- N. Consider terminating the Continuity of Operations Plan.

Terminate the Continuity of Operations Plan. Carried with a motion by Dale Strehle and a second by Ryan Hinz.

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

City Administrator Tom Ourada suggested that the Continuity of Operations Plan required during the

height of the Covid 19 pandemic should be terminated at this time. It worked very well for the situation and could be reinstated if needed.

5. Petitions - Communications - Citizen Concerns

Main Avenue business owner Victor Alarcon addressed the City Council and thanked them for the opportunity to apply for the DTR funds. He appreciates the efforts to make the downtown area more appealing.

6. Officers' Reports

Police Chief Steve Hensel -

- City inspections of dilapidated buildings are going well working with Building Inspector Brad Bailey to address building safety and condition issues.

Building Inspector Brad Bailey -

- Inspecting the dilapidated properties is a new process and they have a list of other properties to look at moving forward.

Joy Stevenson -

- The library is opening more with additional furniture out for use. They are not quarantining books anymore and opened up the teen room with limited capacity.

- Summer Reading Program, "Tails and Tales" theme with in-person programs and entertainment; events are limited to 50 people because in case of rain, programs will be moved inside to the Community Room and an adult summer program will use a Bingo game.

- Reading with Friends will be held twice a week in July for a story time-type program this year.

- Grand Opening is being planned after the summer;

- Crete Reads! Book is "News of the World" by Paulette Jiles, staff hopes to show the movie and will have speakers for upcoming programs related to the community-wide read.

- A committee was formed to plan an Oct. 7 fundraiser with quilt auction and a "Conversation with Mark and Andy" with Andrew Carnegie and a Mark Twain impersonators.

- A concrete pad for the new pavilion in Library Park will be poured next week.

Council member Ryan Hinz -

-The DTR committee met and started a preliminary review of applications.

Council member Kyle Frans -

- The Parks and Recreation Committee will meet at Tuxedo Park to review a new bathroom location and will also to look at a comprehensive plan for the parks.

Council member Dale Strehle -

- The cleanup of the Plouzek property has been good to see and thank you to city personnel who helped with those tasks.

City Administrator Tom Ourada -

- Sales tax - traditionally February is a low month, but this was higher than the same month last year; sales tax is still doing fairly well and the finances are stable.

- Nancy Tellez, Community Assistance Director is now on the Blue River Arts Council, replacing Judi Meyer for the City.

- Tuxedo Park Bridge is open.

- Library air handling units silencer project is complete and has reduced the noise to the neighbors.

- Downtown Revitalization second award is under way. The committee met and reviewed

applications. SHPO (State Historic Preservation Office) has not seen the applications yet and they may pass their review by the next meeting with committee updates to follow.

- Open staff positions currently listed - Deputy City Clerk, Street Operator, Seasonal Cemetery Laborer, Police Investigative Sgt, and Police Officer.

- Two properties cleaned up - one was a decades long accumulation; another more recent; thank you to those who helped clean these properties up;

- Census info - a GIS technician is helpful to have on staff through this process. City Clerk/Treasurer Jerry Wilcox explained the census data was about six months late and there are statutory requirements for governing bodies to set their districts. The Secretary of State is pushing to get GIS people on board at all subdivision that need to set boundaries to handle the data files to set the boundaries in time.

- West Crete Annexation letters will be sent out this week to affected property owners. Mayor Dave Bauer -

- The new Tuxedo Park Bridge creates an opportunity to show off this park again and get back to it being a well-used area for a number of recreation activities. The city is very thankful to have two bridges in that area that are brand new.

7. Adjournment

The meeting adjourned at 6:50 PM.

Mayor

(SEAL)

City Clerk

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

City Clerk

(S E A L)



CITY COUNCIL REGULAR MEETING

April 20, 2021 at 6:00 PM

Crete City Hall, 243 East 13th Street

MINUTES

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

Those in attendance pledged allegiance to the flag.

1. Open Meeting

Mayor Dave Bauer asked for a moment of silence for Councilmember Brian Carnes, who passed away on April 14. The Mayor then said on behalf of the city, he wanted to extend his condolences to Brian's family, sharing that he was a great person to work with on the council and will be missed.

2. Roll Call

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

Present: 5, Absent: 1.

3. Consent Agenda

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

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

3.A. Approve Meeting Minutes

- 3.A.1. Legislative and Economic Development Committee - April 6, 2021
- 3.A.2. Public Safety Committee - April 6, 2021
- 3.A.3. Public Works Committee - April 6, 2021
- 3.A.4. City Council Regular Meeting - April 6, 2021

3.B. Accept the City Treasurer's Report

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

4. Items of Business

4.A. Consider adopting Resolution 2021-02: A resolution declaring a vacancy in the elective office of Councilmember for the First Ward.

Introduce and approve Resolution 2021-02. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

City Administrator Tom Ourada explained that this will be advertised in the Crete News. Interested residents of Ward I, who are also registered voters, should address letters to the mayor and deliver them to the City Clerk's Office at City Hall by May 10 at 4:30 p.m.

4.B. Consider approving the Mayor's appointment of Jerry Wilcox as City Clerk for the term beginning April 21, 2021 and ending December 1, 2022.

Approve the Mayor's appointment of Jerry Wilcox as City Clerk. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

4.C. Public Hearing on PBS Aircraft's application for a special exception permit for a billboard along Highway 103.

Open a public hearing on a special exception permit for a billboard sign. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

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

Close the public hearing. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

Aye: 5, No: 0

City Administrator Tom Ourada explained that all off-premise advertising in all districts are done by special exception; this one is located southwest of the Catholic Cemetery on Highway 103; there is presently no sign in this location and this permit request meets all requirements.

4.D. Consider approving PBS Aircraft's application for a special exception permit for a billboard along Highway 103.

Approve the special exception permit for a billboard sign. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

Aye: 5, No: 0

4.E. Public Hearing on The 1206 LLC's application for a new Class I Liquor License for 1206 Main Avenue.

Open a public hearing for a new Class I liquor license at 1206 Main Avenue for The 1206 LLC. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

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

Aye: 5, No: 0

Close the public hearing. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

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

Aye: 5, No: 0

City Clerk Jerry Wilcox reported that the difference between the new license and the previous owner's license is that there would be no off-sale.

4.F. Consider and provide a recommendation to the Liquor Control Commission on The 1206 LLC's application for a liquor license.

Approve a recommendation of approval to the Nebraska Liquor Control Commission for new Class I license for The 1206 LLC. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

Aye: 5, No: 0

4.G. Consider approving Charter Communication's application for a permit to occupy the right-of-way along Juniper Avenue between 12th Street and 14th Street.

Approve the application to occupy the City right-of-way by Charter Communications as recommended by the Public Works Committee. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

Aye: 5, No: 0

City Administrator Tom Ourada explained this permit was actually submitted after the work was completed. It was communicated to the contractor that a permit was needed before construction begins in the future.

4.H. Review the proposals for Keno Operator and consider selecting an operator and entering into a new operator contract.

Approve the recommendation of the sub-committee to renew the contract with the current Keno operator for a term of three years. Carried with a motion by Ryan Hinz and a second by Kyle Frans.

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

A subcommittee of the President of the Council - Dale Strehle, and chairs of Legislative/Development and Finance Committees, Ryan Hinz and Travis Sears, respectively reviewed the three proposals received. The proposals were from Hastings Keno, Denton Daily Double and Lotto Nebraska. Councilmember Ryan Hinz explained that the subcommittee reviewed and scored the proposals and interviewed the two top scored operators. The subcommittee chose to recommend renewal of the contract with Hastings Keno for a period of three years.

4.I. Consider enacting Ordinance 2124: An ordinance to issue bonds and make special assessments for the 2021 gap paving projects.

Introduce Ordinance 2124 and move that the rules requiring reading on three separate days be suspended. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

Approve Ordinance 2124 on final reading. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

4.J. Consider approving the bid for the Wildwood Pool Splash pad with the recommended cost adjustments from the Park and Recreation Committee.

Approve the bid for construction of the splash pad at Wildwood Pool with the value added adjustment made to include the Waterplay equipment as recommended by the Parks and Recreation Committee. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

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

City Administrator Tom Ourada said this project was let last fall and bids came in considerably higher than the engineer's estimate so council did not proceed. This round of bids still came in above engineer's estimate but they worked on value-added adjustments. Councilmember Kyle Frans said the Parks and Recreation Committee elected to recommend the

Waterplay equipment after much discussion.

4.K. Consider approving the subdivision improvements for Fairway Development 1st Addition.

Approve accepting the subdivision improvements in the Fairway Development 1st Addition as recommended by the City Engineer and the Public Works Committee. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

The acceptance includes a 1 year warranty and will have an 11-month walkthrough. Developer Ron Sack spoke of concerns with controlling future street parking in this subdivision stating it could be similar to other areas with multiple vehicles parked on the street for extended periods of time. He said under certain circumstances, this street could be a main exit from town to the east if something would block use of 13th Street for a time. Mayor Bauer said those are legitimate concerns and the city would like to have the Public Works committee look at it as this would be the time to do it during the development of this new residential area.

4.L. Consider adopting Resolution 2021-03: A resolution proposing the annexation of West Crete Addition.

Introduce and approve Resolution 2021-03 setting a date of May 18, 2021 for a public hearing on the annexation of West Crete. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

City Administrator Tom Ourada explained the background of this proposal. West Crete is a six block subdivision outside of city limits and has been the subject of a number of discussions with past comprehensive planners. What has exacerbated the situation now are several properties not in compliance with wastewater standards and though not in city limits, they are in the city's two-mile extraterritorial jurisdictions. The city is being asked by the state to relax sewer regulations, which can be problematic. One property is facing fines of \$1,000 a month if not compliant. The city would need to come up with water and sewer extension estimates and an annexation timeline. If annexed, Crete City Code says properties have to connect to city sewer; the state will suspend the fines as long as the City is working on the annexation plan.

4.M. Consider authorizing the City Administrator and City Engineer to develop plans and specifications based on the preliminary cost estimates for a lift station at 22nd Street and Walnut Creek.

Approve the City Engineer's development of plans and specifications for a lift station at 22nd Street and Walnut Creek to accommodate a box culvert on the creek with the cost not to exceed \$54,600. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

4.N. Consider approving the purchase of a new John Deere 524 P Wheel Loader from Murphy Tractor & Equipment Co. for \$141,536.

Approve the purchase of a new JD wheel loader at a cost of \$141,536 as recommended by the Public Works Committee. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

City Administrator Tom Ourada explained the city did evaluate the 30+ year-old CAT loader that needed a rebuilt or replaced engine, among other issues. When they looked at the cost of that it was more beneficial to get a new one.

4.O. Consider adopting Resolution 2021-04: A resolution establishing the Master Fee Schedule for fiscal year 2020-2021.

Introduce and approve Resolution 2021-04. Carried with a motion by Ryan Hinz and a second by Travis Sears.

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

City Administrator Tom Ourada explained the council approved an ordinance at the April 6 meeting to create this Master Fee Schedule and City Attorney Kyle Manley has put in a considerable amount of time with other staff input to create this schedule. This will work until the end of the fiscal year and will be updated later to include the new electric rates, etc. The city provides services to 7,500 people and it costs to do that; there are fees in here that other municipalities charge for similar city functions. Two highlighted fees: 1) if someone fails to registrar their contracting business as required, there is a \$200 fee; 2) if a property owner doesn't take out the proper building permit, the fee is 400% higher.

4.P. Mayor's Proclamation of Friday April 30, 2021 as Arbor Day.

The Mayor signed the Arbor Day Proclamation declaring Friday April 30, 2021 as Arbor Day in Crete. The City has been recognized as a Tree City USA for 29 years.

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

City Administrator Tom Ourada reported the following:

- City wide Spring Cleanup is May 1-8; Pinnacle Bank is doing their shred day, during this timeframe. The city has already started advertising these events.
- The city received 14 DTR applications requesting over \$301,000 for the first round. The council imposed \$250,000 cap on first round. This shows considerable interest and there are really good projects among these applications, which will set the stage for the next round as well.
- State Senator Tom Brandt stopped by City Hall and met with Mayor Bauer, Chief Hensel, and myself; we brought up broadband as an impediment to the city to moving forward. Other

legislation was also discussed.

- There is significant interest in our job openings: four full-time openings, one full-time seasonal, and pool lifeguards.

7. Adjournment

The meeting adjourned at 6:49 PM.

Mayor

(SEAL)

City Clerk

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

City Clerk

(S E A L)

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
APWA	2020/2021 MEMBERSHIP	\$540.00
BLACK HILLS ENERGY	NATURAL GAS	\$118.85
BLAKE BUILDERS LLC	SEWER LINE REPAIR	\$1,875.00
CASELLE, INC.	SOFTWARE SUPPORT	\$1,452.99
CDW GOVERNMENT INC	COMPUTER PARTS	\$44.88
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$1,225.00
CITY HEALTH FUND	SELF FUNDED HEALTH	\$158.00
CITY PAYROLL FUND	WAGES	\$89,129.16
CITY REVENUE FUND	UTILITIES	\$13,398.81
CITY TAX FUND	SURPLUS & FRANCHISE	\$39,167.00
CRETE ACE HARDWARE	SUPPLIES	\$230.35
CRETE FOODMART	SUPPLIES	\$22.50
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$21,122.19
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$755.92
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$82.80
HUSKER ELECTRIC SUPPLY	SUPPLIES	\$8,904.20
INLAND TRUCK PARTS CO	PARTS	\$118.01
JAY'S OIL CO.	TIRE REPAIR	\$25.00
KUSS, ROD	REIMBURSEMENT	\$91.32
MAX I WALKER UNIFORM	UNIFORMS	\$120.34
MCI VERIZON	TOLL FREE LINE	\$18.31
MIDWEST LABORATORIES INC	LABS	\$1,720.00
MIDWEST PETROLEUM EQUIP	SERVICE LABOR	\$1,468.36
MUTUAL OF OMAHA	LIFE INSURANCE	\$303.62
NAPA AUTO PARTS	PARTS	\$328.74
NeHHS LAB	LABS	\$104.00
N.M.P.P.	UTILITY SERVICES	\$6,459.40
NORRIS PUBLIC POWER	UTILITIES	\$8,449.67
OLSSON	ENGINEERING	\$576.88
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$94.91
QUADIENT FINANCE USA INC	POSTAGE	\$225.00
RAILROAD MANAGEMENT CO	CROSSING LEASES	\$569.70
SPECTRUM	INTERNET	\$31.99
UNION BANK & TRUST CO	HSA FEES	\$30.81
UPS	POSTAGE	\$19.53
VAN KIRK BROS CONTRACTING	WATER MAIND CONSTRUCTION	\$82,133.74
VERIZON WIRELESS	CELL PHONES	\$299.60
VONWIN CAPITAL MANAGEMENT	REFUND	\$665.47
WACKEL'S MACHINE SHOP	WELD OUTRIGGER	\$63.75
WASTE CONNECTIONS	GARBAGE COLLECTION	\$38,084.77
WINDSTREAM	PHONE LINES	\$385.20
UTILITY FUNDS	SUBTOTAL	\$320,615.77
ALL ROADS BARRICADES INC	BARRICADES	\$311.60
ASSN OF THREAT ASSESSMENT	2021 ATAP DUES	\$125.00
BAKER & TAYLOR	BOOKS/MAGAZINES	\$721.28

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
BEATRICE CONCRETE CO	WHITE ROCK	\$2,524.20
BELL, SETH	REFUND ACTIVITY FEE	\$25.00
BRANDING INC DBA AL'S JOHNS	PORTABLE RESTROOM RENTAL	\$91.00
BRANDT, GARRETT	REIMBURSEMENT	\$45.50
BRETHOUWER, SETH	REFUND ACTIVITY FEE	\$25.00
CASELLE, INC.	SOFTWARE SUPPORT	\$806.01
CDW GOVERNMENT INC	COMPUTER PARTS	\$14.95
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$22.13
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$375.00
CITY HEALTH FUND	SELF FUNDED HEALTH	\$208.00
CITY OF BEATRICE	DISPATCH SERVICES	\$67,500.00
CITY PAYROLL FUND	WAGES	\$121,227.01
CITY REVENUE FUND	UTILITIES	\$13,950.10
CITY TAX FUND	LIBRARY BOND PAYMENTS	\$21,000.00
CRETE ACE HARDWARE	SUPPLIES	\$1,063.28
CRETE AREA MEDICAL CENTER	AMBULANCE LAUNDRY	\$35.00
CRETE LUMBER & FARM	SUPPLIES	\$103.18
CRETE VETERINARY CLINIC	BOARDING	\$194.96
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$51.25
DJ WELDING	REMODEL SUPPLIES	\$141.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$305.86
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	\$417.63
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$27.60
FIRST NATIONAL BANK	SUPPLIES	\$747.85
HAVLAT, DAWN	REFUND ACTIVITY FEE	\$15.00
JAY'S OIL CO.	TIRE REPAIR	\$25.00
JONES AUTOMOTIVE	VEHICLE REPAIR	\$760.00
KEN'S USAVE PHARMACY	MEDICAL SUPPLIES	\$7.89
LANGUAGELINC INTERPRETATION	INTERPRETATION	\$21.00
LIBRARY FURNITURE	SHELVING	\$1,126.00
MANHATTAN LIFE ASSURANCE	ELECTIVE BENEFITS	\$7.21
MCI VERIZON	TOLL FREE LINE	\$48.00
METAL DOORS & HARDWARE	ELECTRONIC KEY PAD LOCK	\$690.40
MIDWEST ALARM SERVICES	ALARM MONITORING	\$85.50
MUTUAL OF OMAHA	LIFE INSURANCE	\$705.66
NAPA AUTO PARTS	VEHICLE REPAIR	\$316.04
NEBRASKA STATE PATROL	MACH SYSTEM ACCESS	\$288.00
NEBRASKALAND TIRE INC	TIRE REPAIR	\$238.15
NERUD, BONNIE	REFUND ACTIVITY FEE	\$25.00
NORRIS PUBLIC POWER	UTILITIES	\$10.09
OCLC INC	STATE GRANT EXPENSE	\$171.77
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
QUADIENT FINANCE USA INC	POSTAGE	\$654.38
QUICK MED CLAIMS	EMS BILLING	\$8,029.08
QUILL CORP.	JANITORIAL SUPPLIES	\$46.29

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
RISCHE, MARY	REFUND ACTIVITY FEE	\$25.00
ROLD, MARIE	REFUND ACTIVITY FEE	\$25.00
ROOT, DEREK	REFUND ACTIVITY FEE	\$25.00
SACK LUMBER CO	SUPPLIES	\$27.93
SAPP BROS, INC - LINCOLN	FUEL	\$537.97
SCHINDLER ELEVATOR CORP	INSPECTION SERVICE	\$166.11
SEWARD COUNTY NEWS	PUBLICATIONS	\$307.55
SID DILLON FORD	VEHICLE REPAIR	\$89.90
SIEDHOFF BODY SHOP	TOWING	\$85.00
SLAMA, CODI	REFUND ACTIVITY FEE	\$25.00
SPECTRUM	INTERNET	\$218.25
SYNCHRONY BANK/AMAZON	BOOKS/MAGAZINES	\$684.73
THATCHER, JESSICA	REFUND ACTIVITY FEE	\$15.00
U.S. BANK	SUPPLIES	\$216.24
UMB BANK, N.A.	BOND FEES	\$318.00
UNION BANK & TRUST CO	HSA FEES	\$41.19
VAN METER & ASSOCIATES	PD TRAINING	\$320.00
VERIZON WIRELESS	CELL PHONES	\$711.21
WASTE CONNECTIONS	GARBAGE COLLECTION	\$533.37
WILLIAMS, JOSH	REFUND ACTIVITY FEE	\$15.00
WINDSTREAM	PHONE LINES	\$1,898.30
TAX FUNDS	SUBTOTAL	\$251,645.60
ALL FUNDS	TOTAL	\$572,261.37



Public Works Committee Meeting
April 20, 2021
5:00 p.m.
Crete Public Library Community Room

Roll Call:

Committee Members Present:

Dale Strehle
Travis Sears

Others Present:

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

Kyle Manley, City Attorney
Jerry Wilcox, Finance Director
Steve Hensel, Police Chief
Brad Bailey, Building Inspector
Kelsey Sisouvong, Book keeper

Special Order of Business

A. Charter Right-of-Way Permit Application:

Charter had already started the process, but were stopped and told that they needed permits. Tom recommended to approve the permit. Travis motioned to approve Charter's right-of-way permit application as written for 12th and Juniper Avenue. Dale seconds. Travis, yes. Dale, yes.

B. New John Deere Loader Quote:

Fixing the current loader would not yield the cost/benefit ratio as much as buying a new loader, therefore Tom suggested buying the new John Deere loader and selling the old one on auction, which the bidding is already at double what the trade in offer is. Travis motioned to approve the purchase of the John Deere loader for \$141,536.17. Dale seconds. Dale, yes. Travis, yes.

C. Cost Estimate of Lift Station at Walnut Creek & 22nd Street:

Tom informed the council that the cost for Gilmore to do the plans and specs of the lift station would be \$54,600. Travis motioned to have Gilmore & Associates develop plans and specifications based on preliminary cost estimates for a lift station at 22nd & Walnut Creek not to exceed \$54,600. Dale seconds. Travis, yes. Dale, yes.

D. Accepting Improvements in Fairway Development 1st Addition:

Gilmore is making a recommendation for the council to accept their utility improvements for the subdivision and to provide a year warranty to perform any corrections. Travis motioned to accept the subdivision improvements for Fairway Development 1st Addition as presented. Dale seconds. Travis, yes. Dale, yes.

Officer's Report

Adjournment

Meeting Adjourned at 5:10 p.m.

Dale Strehle, Chairman



CITY COUNCIL PARKS & RECREATION COMMITTEE MEETING

April 6, 2021 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. Additional copies are available to read. The Committee may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 3, Absent: 0.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on the bid for the Wildwood Pool Splashpad.

The engineer for the splash pad replacement was on the phone to discuss the options. Discussion about the number of slides and appearance of the equipment led to the recommendation to use the Waterplay equipment.

Make a recommendation to the City Council to approve the value engineering recommendation with the Waterplay equipment, reducing the bid for the splash pad replacement by \$30,500. Carried with a motion by Jack Oelschlager and a second by Dale Strehle.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports

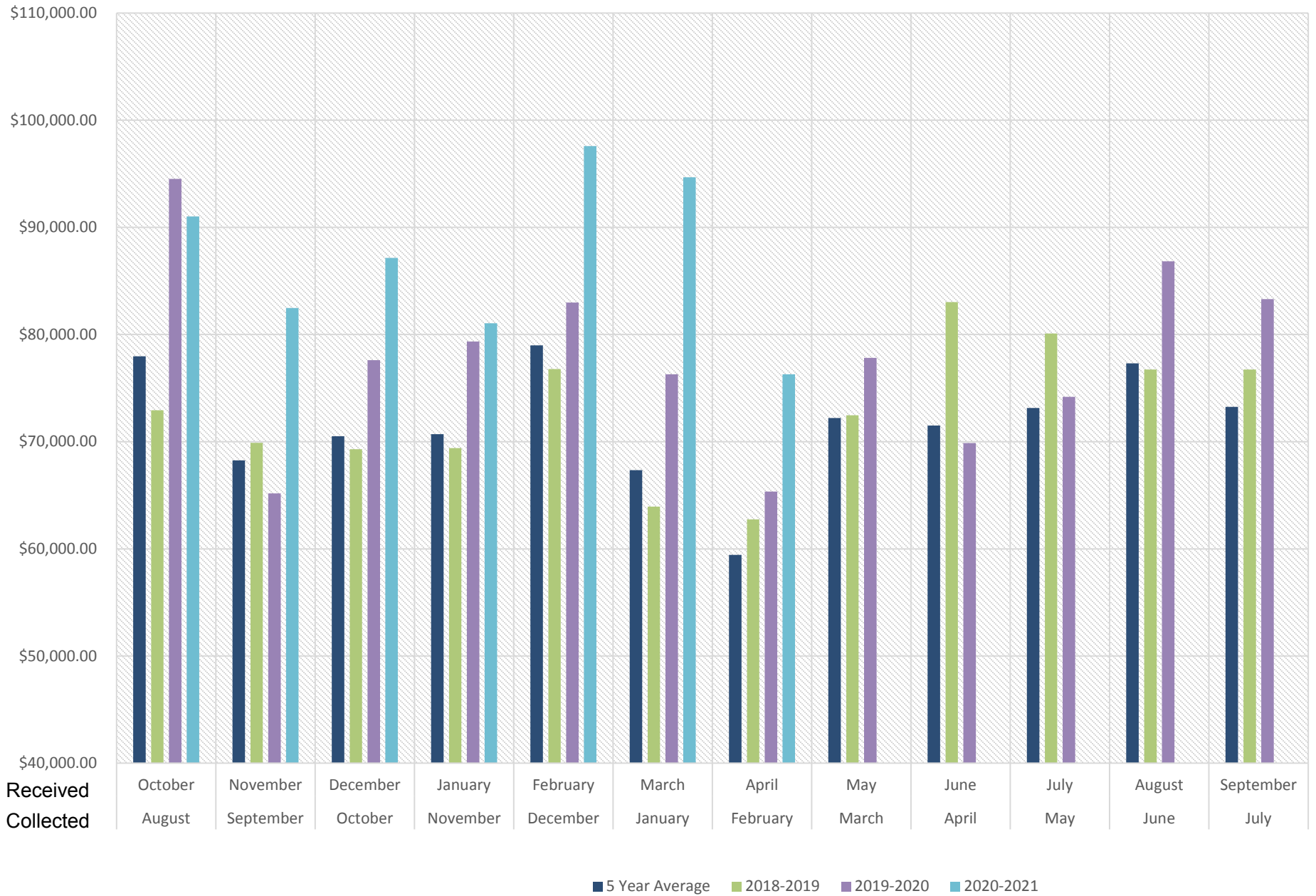
There was discussion about the use of the soccer field at the Armory Park. There is a need for more soccer fields.

5. Adjournment

City of Crete
Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2019 Gen. Fund	FY2020 Gen. Fund	Change 2019 - 2020	FY2021 Gen. Fund	Change 2020 - 2021	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$72,931.32	\$94,516.07	29.60%	\$91,019.82	-3.70%	\$77,971.13	\$45,054.81	\$21,000.00	\$10,500.00	\$14,009.91	\$0.00
September	November	\$69,885.82	\$65,177.04	-6.74%	\$82,476.13	26.54%	\$68,261.27	\$40,825.68	\$21,000.00	\$10,500.00	\$9,738.06	\$0.00
October	December	\$69,299.07	\$77,610.55	11.99%	\$87,142.15	12.28%	\$70,503.23	\$43,135.36	\$21,000.00	\$10,500.00	\$12,071.07	\$0.00
November	January	\$69,394.70	\$79,343.12	14.34%	\$81,061.09	2.17%	\$70,709.41	\$40,125.24	\$21,000.00	\$10,500.00	\$9,030.54	(\$432.96)
December	February	\$76,789.31	\$82,995.99	8.08%	\$97,584.70	17.58%	\$78,993.33	\$48,304.43	\$21,000.00	\$10,500.00	\$17,292.35	(\$1.48)
January	March	\$63,934.36	\$76,283.29	19.32%	\$94,685.89	24.12%	\$67,337.84	\$46,869.51	\$21,000.00	\$10,500.00	\$15,842.94	(\$861.92)
February	April	\$62,757.08	\$65,346.07	4.13%	\$76,291.34	16.75%	\$59,433.10	\$37,764.21	\$21,000.00	\$10,500.00	\$6,645.67	\$0.00
March	May	\$72,473.07	\$77,818.19	7.38%			\$72,209.19		\$21,000.00	\$10,500.00		
April	June	\$83,034.35	\$69,872.00	-15.85%			\$71,508.31		\$21,000.00	\$10,500.00		
May	July	\$80,093.44	\$74,185.39	-7.38%			\$73,136.64		\$21,000.00	\$10,500.00		
June	August	\$76,739.20	\$86,823.48	13.14%			\$77,305.70		\$21,000.00	\$10,500.00		
July	September	\$76,726.87	\$83,303.01	8.57%			\$73,252.60		\$21,000.00	\$10,500.00		
Totals		\$874,058.56	\$933,274.19	7.21%	\$610,261.10	13.68%	\$860,621.77	\$302,079.24	\$252,000.00	\$126,000.00	\$84,630.55	(\$1,296.36)
					\$910,000.00		Budgeted Transfer to General Fund					
					Net Receipts		Monthly Transfer to General Fund					
					\$87,180.16		Average Net Receipts					
					\$75,833.33		Required					

City of Crete Net 1% Sales Tax Receipts



Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ALA/BOOKLIST (5706)								
ALA/BOOKLIST	1	Invoice	2021 SUBSCRIPTION RE	04/27/2021	169.50		00/00	701-5691
Total ALA/BOOKLIST (5706):					169.50			
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	04/15/2021	241.88		00/00	701-9740
Total ALL COPY PRODUCTS INC (100):					241.88			
ALL FLOORS INC (105)								
ALL FLOORS INC	1	Invoice	CARPET	04/26/2021	3,076.80		00/00	531-6482
Total ALL FLOORS INC (105):					3,076.80			
AMERICAN TEST CENTER (170)								
AMERICAN TEST CENTER	1	Invoice	ANNUAL BUCKET TRUCK	04/14/2021	1,350.00	1025	00/00	001-8460
AMERICAN TEST CENTER	2	Invoice	ANNUAL DIGGER DERRI	04/14/2021	900.00	1025	00/00	001-8460
AMERICAN TEST CENTER	3	Invoice	ANNUAL DIELECTRIC TE	04/14/2021	198.00	1025	00/00	001-8460
Total AMERICAN TEST CENTER (170):					2,448.00			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	450LBS CS 8440 POLYME	04/22/2021	4,068.00	1137	00/00	003-7031
Total AQUA-CHEM INC (260):					4,068.00			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/14/2021	100.13		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/15/2021	195.40		00/00	701-5691
Total BAKER & TAYLOR (370):					295.53			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	ROCK	04/21/2021	34.98		00/00	001-2010
BEATRICE CONCRETE CO	2	Invoice	SALES TAX	04/21/2021	2.62		00/00	001-2010
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	04/20/2021	269.00		00/00	001-2010
BEATRICE CONCRETE CO	2	Invoice	SALES TAX	04/20/2021	20.18		00/00	001-2010
Total BEATRICE CONCRETE CO (440):					326.78			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	UTILITY-239 E 13TH ST	04/26/2021	58.07		00/00	501-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1426 MAIN	04/26/2021	31.35		00/00	502-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-485 S MAIN AVE	04/26/2021	111.14		00/00	003-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-137 W 13TH ST	04/26/2021	98.14		00/00	810-5210
Total BLACK HILLS ENERGY (495):					298.70			
CAPITAL BUSINESS SYSTEMS INC (705)								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	QTRLY SERVICE AGMT	04/01/2021	472.24		00/00	101-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	QTRLY SERVICE AGMT	04/01/2021	577.23		00/00	201-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	QTRLY SERVICE AGMT	04/01/2021	249.05		00/00	401-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	QTRLY SERVICE AGMT	04/01/2021	94.41		00/00	301-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	QTRLY SERVICE AGMT	04/01/2021	305.53		00/00	701-9740
CAPITAL BUSINESS SYSTEMS INC	6	Invoice	QTRLY SERVICE AGMT	04/01/2021	725.51		00/00	721-9740
CAPITAL BUSINESS SYSTEMS INC	7	Invoice	QTRLY SERVICE AGMT	04/01/2021	249.05		00/00	001-9740
CAPITAL BUSINESS SYSTEMS INC	8	Invoice	QTRLY SERVICE AGMT	04/01/2021	249.05		00/00	002-9740
CAPITAL BUSINESS SYSTEMS INC	9	Invoice	QTRLY SERVICE AGMT	04/01/2021	249.05		00/00	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					3,171.12			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	PAPER TOWELS	04/26/2021	11.16		00/00	001-8230
CITY REVENUE FUND	2	Invoice	PAPER TOWELS	04/26/2021	11.16		00/00	002-8230
Total CITY REVENUE FUND (860):					22.32			
COLLABORATIVE SUMMER LIBRARY PROGRAM (5707)								
COLLABORATIVE SUMMER LIBRARY PROGRAM	1	Invoice	T-SHIRTS	03/13/2021	28.75		00/00	702-5692
COLLABORATIVE SUMMER LIBRARY PROGRAM	1	Invoice	PROGRAM EXPENSE	04/19/2021	217.23		00/00	702-5692
Total COLLABORATIVE SUMMER LIBRARY PROGRAM (5707):					245.98			
COOK'S ILLUSTRATED (1000)								
COOK'S ILLUSTRATED	1	Invoice	2021 RENEWAL	04/27/2021	24.95		00/00	701-5691
Total COOK'S ILLUSTRATED (1000):					24.95			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	OMNI 3 T2 METER	04/16/2021	1,458.22	1120	00/00	002-8090
CORE & MAIN LP	2	Invoice	3 CI FLG KIT	04/16/2021	83.09	1120	00/00	002-8090

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CORE & MAIN LP	3	Invoice	HER C6551G TRU-READ	04/16/2021	103.20	1120	00/00	002-8090
Total CORE & MAIN LP (1005):					1,644.51			
CRETE GLASS (1100)								
CRETE GLASS	1	Invoice	WINDSHIELD UNIT 7	04/14/2021	65.00		00/00	201-5791
Total CRETE GLASS (1100):					65.00			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	POSTAGE	04/30/2021	350.06		04/21	001-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	04/30/2021	350.06		04/21	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	04/30/2021	350.06		04/21	003-9650
Total CRETE POSTMASTER (1120):					1,050.18			
CUMMINS SALES AND SERVICE (5625)								
CUMMINS SALES AND SERVICE	1	Invoice	FUEL FILTER-WATER SE	04/20/2021	87.45	1107	00/00	003-7201
CUMMINS SALES AND SERVICE	2	Invoice	FUEL FILTER	04/20/2021	264.30	1107	00/00	003-7201
CUMMINS SALES AND SERVICE	3	Invoice	POWER CORD FOR FUE	04/20/2021	109.38	1107	00/00	003-7201
CUMMINS SALES AND SERVICE	4	Invoice	FUEL FILTER-WATER SE	04/20/2021	87.50	1107	00/00	003-7201
CUMMINS SALES AND SERVICE	5	Invoice	FUEL FILTER	04/20/2021	43.90	1107	00/00	003-7201
CUMMINS SALES AND SERVICE	1	Invoice	FUEL-WATER FILTER HE	04/23/2021	364.51	1107	00/00	003-7201
Total CUMMINS SALES AND SERVICE (5625):					957.04			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	04/15/2021	10.64		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	04/15/2021	10.62		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	04/15/2021	9.24		00/00	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	04/15/2021	9.24		00/00	401-9900
Total EAKES OFFICE SOLUTIONS (1475):					39.74			
ELEVATE AIR SERVICE LLC (1525)								
ELEVATE AIR SERVICE LLC	1	Invoice	AIRPORT MANAGEMENT	05/01/2021	3,333.34		04/21	050-6199
Total ELEVATE AIR SERVICE LLC (1525):					3,333.34			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	04/26/2021	153.27		00/00	003-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	04/26/2021	27.57		00/00	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	04/26/2021	24.20		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):					205.04			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R160333.00 CRETE WAT	04/23/2021	2,567.50		00/00	002-2000
JEO CONSULTING GROUP INC.	1	Invoice	R200586.00 CRETE 2021	04/21/2021	1,927.40		00/00	532-6381
Total JEO CONSULTING GROUP INC. (2425):					4,494.90			
KENT ADHESIVE PRODUCTS CO (5703)								
KENT ADHESIVE PRODUCTS CO	1	Invoice	OFFICE SUPPLIES	04/01/2021	57.80		00/00	701-9900
Total KENT ADHESIVE PRODUCTS CO (5703):					57.80			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGMT	04/01/2021	567.00		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGMT	04/01/2021	1,386.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGMT	04/01/2021	441.00		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGMT	04/01/2021	126.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGMT	04/01/2021	567.00		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGMT	04/01/2021	1,386.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGMT	04/01/2021	315.00		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGMT	04/01/2021	882.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGMT	04/01/2021	315.00		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGMT	04/01/2021	315.00		00/00	003-9910
KIDWELL	1	Invoice	SERVICE AGREEMENT	04/01/2021	22.50		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	04/01/2021	55.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	04/01/2021	17.50		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	04/01/2021	5.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	04/01/2021	22.50		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	04/01/2021	55.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	04/01/2021	12.50		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	04/01/2021	35.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	04/01/2021	12.50		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	04/01/2021	12.50		00/00	003-9910
Total KIDWELL (2580):					6,550.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MACQUEEN EQUIPMENT LLC (2930)								
MACQUEEN EQUIPMENT LLC	1	Invoice	AY-CONV ASSY	04/20/2021	10,910.02	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	2	Invoice	SCREW-SOCK, THIN HEX	04/20/2021	2,594.72	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	3	Invoice	HAULING CHARGE	04/20/2021	500.00	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	4	Invoice	PIVOT BLOCK - E	04/20/2021	88.93	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	5	Invoice	DRIVE-LOCK PIN	04/20/2021	21.71	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	6	Invoice	SHAFT-MBRM PIVO	04/20/2021	315.44	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	7	Invoice	BRG-POLYLUBE MR	04/20/2021	42.68	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	8	Invoice	WASHER-2.50 NYL	04/20/2021	33.12	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	9	Invoice	COLLAR	04/20/2021	74.70	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	10	Invoice	ACTUATOR-LINEAR	04/20/2021	550.65	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	11	Invoice	LABOR / TRANSPORTATI	04/20/2021	7,377.60	1116	00/00	401-5968
MACQUEEN EQUIPMENT LLC	12	Invoice	SHOP SUPPLIES	04/20/2021	368.88	1116	00/00	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):					22,878.45			
MANHATTAN LIFE ASSURANCE CO (2960)								
MANHATTAN LIFE ASSURANCE CO	1	Invoice	ELECTIVE COVERAGE	05/01/2021	7.21		04/21	201-9620
Total MANHATTAN LIFE ASSURANCE CO (2960):					7.21			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	04/21/2021	68.82		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	04/28/2021	60.17		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					128.99			
MEN'S JOURNAL (5708)								
MEN'S JOURNAL	1	Invoice	#0469863468 RENEWAL	04/01/2021	19.95		00/00	701-5691
Total MEN'S JOURNAL (5708):					19.95			
MOTHER EARTH NEWS (5709)								
MOTHER EARTH NEWS	1	Invoice	2021 RENEWAL	04/27/2021	17.00		00/00	701-5691
Total MOTHER EARTH NEWS (5709):					17.00			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	04/19/2021	590,822.35		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	04/19/2021	6.33		00/00	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	04/19/2021	83,706.31		00/00	001-7820

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					674,534.99			
MUNICIPAL SUPPLY INC OF OMAHA (3315)								
MUNICIPAL SUPPLY INC OF OMAHA	1	Invoice	CDMJB4506 6" MJ 45 DE	04/21/2021	311.79	1112	00/00	002-2581
MUNICIPAL SUPPLY INC OF OMAHA	2	Invoice	FC1-720-720 6" FORD DI	04/21/2021	193.50	1112	00/00	002-2581
Total MUNICIPAL SUPPLY INC OF OMAHA (3315):					505.29			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	VEHICLE EXPENSE	04/06/2021	49.67		00/00	401-5968
NAPA AUTO PARTS	1	Invoice	HYDRAULIC FLUID	04/20/2021	59.99		00/00	401-5801
Total NAPA AUTO PARTS (3345):					109.66			
NE RURAL WATER ASSOCIATION (3490)								
NE RURAL WATER ASSOCIATION	1	Invoice	2021 BACKFLOW CLASS-	04/29/2021	75.00		00/00	002-8480
Total NE RURAL WATER ASSOCIATION (3490):					75.00			
NEBRASKA MUNICIPAL POWER POOL (3555)								
NEBRASKA MUNICIPAL POWER POOL	1	Invoice	AIR EMISSIONS & CERT	03/31/2021	1,000.00		00/00	001-9840
Total NEBRASKA MUNICIPAL POWER POOL (3555):					1,000.00			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	MOWER TIRE REPAIR	04/27/2021	44.49		00/00	601-5810
Total NEBRASKALAND TIRE INC (5636):					44.49			
NEWMYER, ERIKA (5704)								
NEWMYER, ERIKA	1	Invoice	REFUND MICRO-TBALL	04/23/2021	30.00		00/00	721-5901
Total NEWMYER, ERIKA (5704):					30.00			
ORSCHELN FARM AND HOME (3835)								
ORSCHELN FARM AND HOME	1	Invoice	0843 3-17-21 HANDLE/BR	04/15/2021	14.89		00/00	401-6020
ORSCHELN FARM AND HOME	2	Invoice	2030 3-23-21 PAINT/NUTS	04/15/2021	28.28		00/00	522-5330
ORSCHELN FARM AND HOME	3	Invoice	3593 3-31-21 GRASS SEE	04/15/2021	59.99		00/00	601-5330

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total ORSCHELN FARM AND HOME (3835):					103.16			
PITNEY BOWES (3995)								
PITNEY BOWES	1	Invoice	POSTAL METER LEASE	04/15/2021	95.37		00/00	201-9650
Total PITNEY BOWES (3995):					95.37			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	04/12/2021	60.00		00/00	201-5329
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	04/19/2021	46.00		00/00	502-5750
Total PRESTO-X (4050):					106.00			
QUADIANT FINANCE USA INC (5591)								
QUADIANT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	04/08/2021	142.02		00/00	701-9650
Total QUADIANT FINANCE USA INC (5591):					142.02			
QUADIANT LEASING USA INC (4100)								
QUADIANT LEASING USA INC	1	Invoice	POSTAGE LEASE PMT	04/15/2021	62.24		00/00	101-9650
QUADIANT LEASING USA INC	2	Invoice	POSTAGE LEASE PMT	04/15/2021	15.56		00/00	401-9650
QUADIANT LEASING USA INC	3	Invoice	POSTAGE LEASE PMT	04/15/2021	46.68		00/00	701-9650
QUADIANT LEASING USA INC	4	Invoice	POSTAGE LEASE PMT	04/15/2021	46.68		00/00	721-9650
QUADIANT LEASING USA INC	5	Invoice	POSTAGE LEASE PMT	04/15/2021	77.79		00/00	001-9650
QUADIANT LEASING USA INC	6	Invoice	POSTAGE LEASE PMT	04/15/2021	31.12		00/00	002-9650
QUADIANT LEASING USA INC	7	Invoice	POSTAGE LEASE PMT	04/15/2021	31.12		00/00	003-9650
Total QUADIANT LEASING USA INC (4100):					311.19			
RAMOS, ZORAIDA (4175)								
RAMOS, ZORAIDA	1	Invoice	APOLLO TRAINING	04/15/2021	42.61		00/00	701-9760
Total RAMOS, ZORAIDA (4175):					42.61			
SCHINDLER ELEVATOR CORP (4530)								
SCHINDLER ELEVATOR CORP	1	Invoice	INSPECTION SERVICE	05/01/2021	171.27		00/00	501-5330
Total SCHINDLER ELEVATOR CORP (4530):					171.27			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	MEETING NOTICE	04/21/2021	10.23		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ANNUAL WATER REPOR	04/21/2021	760.50		00/00	002-9880
Total SEWARD COUNTY INDEPENDENT (4590):					770.73			
SPLASH SWIM GOGGLES (5702)								
SPLASH SWIM GOGGLES	1	Invoice	SWIM GOGGLES	04/05/2021	378.89		00/00	722-5586
Total SPLASH SWIM GOGGLES (5702):					378.89			
STEVENSON, JOY (4825)								
STEVENSON, JOY	1	Invoice	APOLLO TRAINING	04/15/2021	45.35		00/00	701-9760
Total STEVENSON, JOY (4825):					45.35			
TRANSAMERICA LIFE (5120)								
TRANSAMERICA LIFE	1	Invoice	ELECTIVE COVERAGE	05/01/2021	3.39		04/21	701-9620
TRANSAMERICA LIFE	2	Invoice	ELECTIVE COVERAGE	05/01/2021	6.78		04/21	101-9620
TRANSAMERICA LIFE	3	Invoice	ELECTIVE COVERAGE	05/01/2021	6.78		04/21	201-9620
Total TRANSAMERICA LIFE (5120):					16.95			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	JERRY CC, LIFEGUARD	04/23/2021	458.75		00/00	722-8500
U.S. BANK	2	Invoice	JERRY CC, SMARTSIGN	04/23/2021	423.21		00/00	522-5330
U.S. BANK	3	Invoice	JERRY CC, LIFEGUARDC	04/23/2021	1,601.98		00/00	522-5330
U.S. BANK	4	Invoice	JERRY CC, WALMART 35	04/23/2021	2,040.00		00/00	522-5330
U.S. BANK	5	Invoice	JERRY CC, WALMART 35	04/23/2021	358.64		00/00	522-6020
U.S. BANK	6	Invoice	JERRY CC, OFFICE SIGN	04/23/2021	49.35		00/00	101-9900
U.S. BANK	7	Invoice	JERRY CC, HOME DEPO	04/23/2021	1,645.94		00/00	522-5330
U.S. BANK	1	Invoice	TOM CC, MENARDS 2812	04/23/2021	183.66		00/00	531-6482
U.S. BANK	2	Invoice	TOM CC, MENARDS 2826	04/23/2021	313.88		00/00	521-5332
U.S. BANK	3	Invoice	TOM CC, ZOOM INV7814	04/23/2021	161.14		00/00	001-9910
U.S. BANK	4	Invoice	TOM CC, MENARDS 2846	04/23/2021	488.96		00/00	521-5332
U.S. BANK	5	Invoice	TOM CC, AMAZON XXX-4	04/23/2021	33.98		00/00	531-6482
Total U.S. BANK (5170):					7,759.49			
UPS (5240)								
UPS	1	Invoice	POSTAGE	04/24/2021	12.52		00/00	003-9650

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total UPS (5240):					12.52			
VAN DIEST SUPPLY COMPANY (5580)								
VAN DIEST SUPPLY COMPANY	1	Invoice	DIBRO 2+2 - 500#	04/29/2021	1,185.00	1136	00/00	001-8500
VAN DIEST SUPPLY COMPANY	2	Invoice	RANGER PRO	04/29/2021	80.00	1136	00/00	521-5570
VAN DIEST SUPPLY COMPANY	1	Invoice	VESSEL	04/29/2021	115.00	1136	00/00	601-8500
VAN DIEST SUPPLY COMPANY	2	Invoice	VESSEL	04/29/2021	115.00	1136	00/00	521-5570
Total VAN DIEST SUPPLY COMPANY (5580):					1,495.00			
VERIZON WIRELESS (5295)								
VERIZON WIRELESS	1	Invoice	UTILITY-1440 LINDEN	04/23/2021	18.02		00/00	301-7530
Total VERIZON WIRELESS (5295):					18.02			
WACKEL'S MACHINE SHOP (5340)								
WACKEL'S MACHINE SHOP	1	Invoice	VEHICLE EXPENSE	04/15/2021	200.00		00/00	401-5968
Total WACKEL'S MACHINE SHOP (5340):					200.00			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-CRETE 911	04/19/2021	563.20		00/00	202-5220
WINDSTREAM	1	Invoice	PHONE-LIBRARY	04/21/2021	253.05		00/00	701-7530
Total WINDSTREAM (5465):					816.25			
YOST, BRAD (5530)								
YOST, BRAD	1	Invoice	PAINTING UTILITY DEPT	04/19/2021	1,340.00		00/00	531-6482
Total YOST, BRAD (5530):					1,340.00			
Grand Totals:					745,962.96			

<u>GL Period</u>	<u>Amount</u>
04/21	4,407.68
00/00	741,555.28
Grand Totals:	<u>745,962.96</u>

Vendor number hash: 231698
Vendor number hash - split: 464568
Total number of invoices: 70
Total number of transactions: 148

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	745,962.96	.00	745,962.96
Grand Totals:	<u>745,962.96</u>	<u>.00</u>	<u>745,962.96</u>

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and City Council of Crete, Nebraska will hold a public hearing at 6:00 p.m. on Tuesday, May 4, 2021 at City Hall concerning an Engineering Report to construct a new water supply well, water system loop, and replace various water main and appurtenances throughout the City, as required for State Revolving Loan Funding from the Nebraska Department of Environment and Energy and other funding Agencies.

The purpose of this public hearing is to discuss the Preliminary Engineering Report and the potential impact to the existing water rates. All local citizens and any other interested parties, governmental agencies or groups are encouraged to comment.

Maps, drawings, and other pertinent data will be available upon request for public inspection by contacting the City Clerk. All persons interested in the design, location and construction of the drinking facilities are invited to appear and express their views. Written statements may be submitted prior to or at the time of the hearing.



CITY OF CRETE
APPLICATION FOR
SPECIAL EXCEPTION PERMIT

Special Exception Fee \$160

DATE OF APPLICATION: 4-29-21 APPLICATION #:

ADDRESS OR LOCATION: 830 E First St

UNDER THE PROVISIONS OF SECTION 11-230 OF THE CITY OF CRETE ZONING REGULATIONS THE UNDERSIGNED HEREBY APPLIES FOR A SPECIAL EXCEPTION PERMIT TO:

Revised For Sign Permit
Sign Requires Special Exception in R-2 11-805 Business Center Identification

ON THE PROPERTY DESCRIBED AS LOT(S) Lots 1-12 Blk 253 & Lots 1-6 B252

BLOCK 253-252 ADDITION Crete City

PROPOSED DEVELOPMENT OF THE PROPERTY IS SHOWN AND PLANS ATTACHED HERETO. TYPE AND PROPOSED USE IS AS FOLLOWS:

APPLICANT NAME: Dr. Josue Gutierrez

ADDRESS: 830 E First St

E-MAIL ADDRESS: jgutierrez@smscrete.com

TELEPHONE #: 305-546-6250 SIGNATURE: [Signature]

FOR OFFICIAL USE ONLY BELOW THIS LINE

DATE PUBLISHED & POSTED:

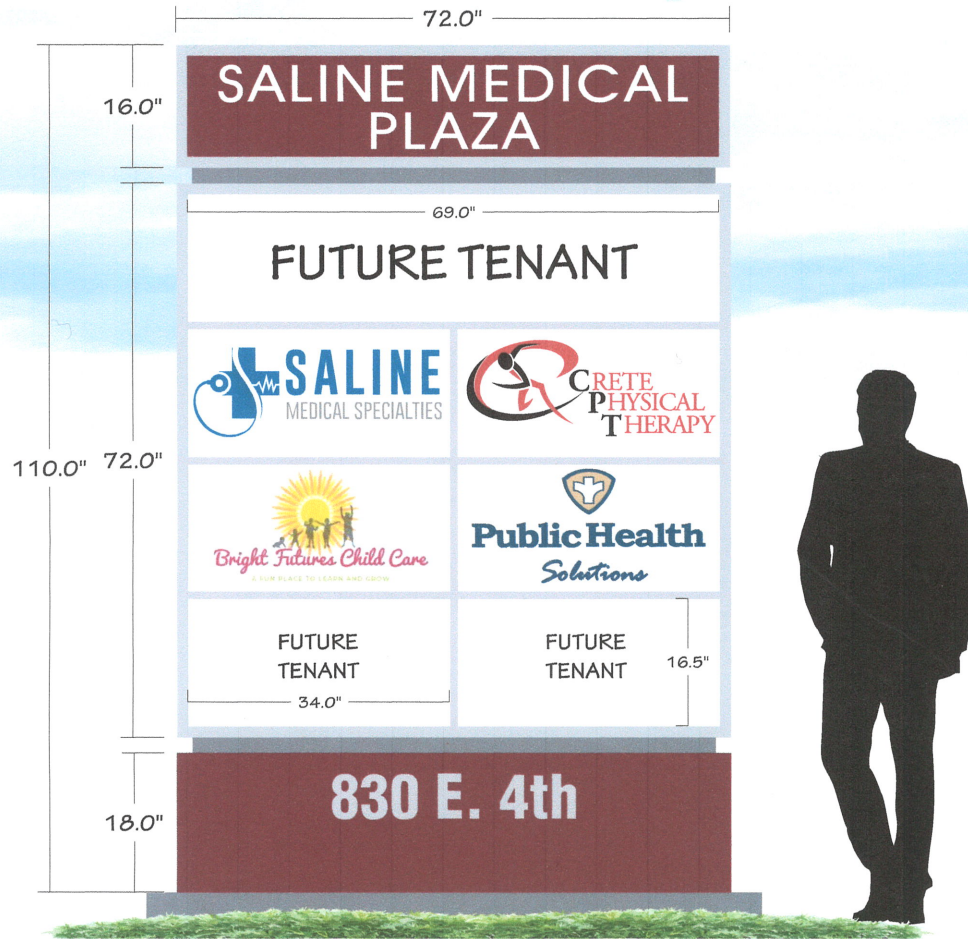
DATE OF CITY COUNCIL HEARING:

CONDITIONS:

APPROVED: DENIED:

COPY TO: BUILDING INSPECTOR: DATE CITY CLERK: DATE

FABRICATE NEW D/F MONUMENT SIGN DISPLAY WITH TENANT PANELS



CLIENT:



PROJECT ADDRESS:

830 E. 4th
CRETE, NE

DRAWING #: 10640

PROJECT #:

SALES REP: WALLY STEIL

DESIGNER: JEREMY CHRASTIL

SCALE: 3/4" = 1"

DATE: 11/17/20

REVISED: 4/5/21

PAGE: 1 OF 1

THE CLIENT SHALL BE RESPONSIBLE FOR PROOFREADING AND APPROVING DESIGN DRAWINGS PRIOR TO THEIR RELEASE FOR FABRICATION OR INSTALLATION.

IN THE EVENT THAT THE CLIENT HAS APPROVED WORK CONTAINING ERRORS OR OMISSIONS, SUCH AS, BY WAY OF EXAMPLE, NOT LIMITATION, ARTWORK, TYPOGRAPHIC ERRORS, OR MISPLACEMENTS, CLIENT SHALL INCUR THE COST OF CORRECTING SUCH ERRORS.

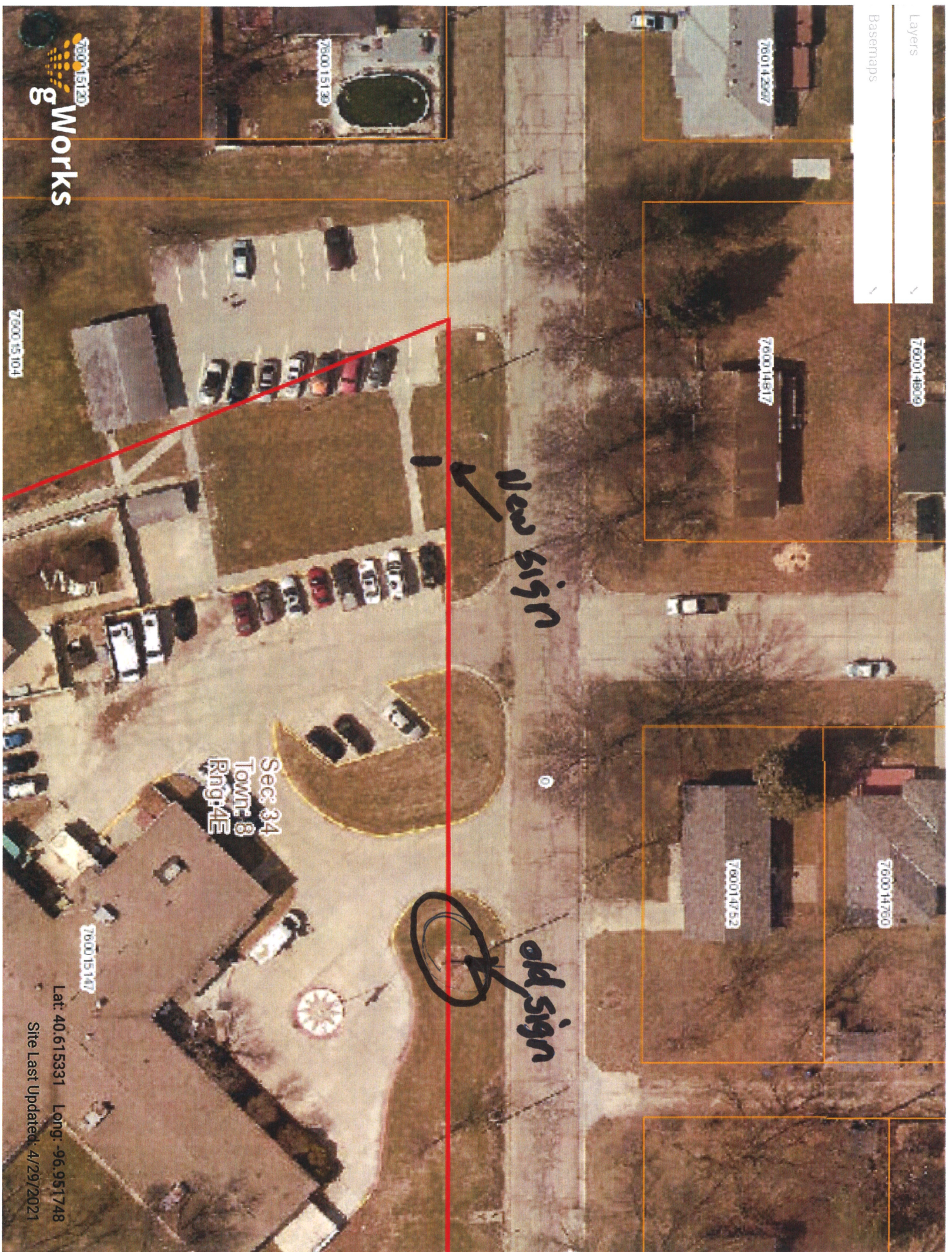
ACTUAL COLORS MAY VARY FROM SCREEN AND PRINTER REPRESENTATIONS.

THIS DESIGN AND ALL MATERIAL APPEARING HEREON CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF CBS SIGNS, INC. AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT WRITTEN CONSENT.

ALL SIGNS ARE INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND



Layers
Basemaps



Lat: 40.615331 Long: -96.951748
Site Last Updated: 4/29/2021

NEBRASKA

Good Life. Great Service.

COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE

**FY 2021 Nebraska Law
Enforcement E-Citation
Equipment Grant**

Funding Opportunity Announcement

AWARD PERIOD

05/17/2021-07/23/2021

AWARD AMOUNT

\$635,057.32

DEADLINE

All applications are due by 5:00 p.m. (CST) on 05/14/2021.

CONTACT INFORMATION

For assistance with the requirements of this solicitation, contact:

ncc.grants@nebraska.gov

Application and Instructions are available for download from the Nebraska Crime Commission website at <https://ncc.nebraska.gov/>

In accordance with the Americans with Disabilities Act, Nebraska will provide reasonable accommodation with respect to a grant application to persons with disabilities. If you need a reasonable accommodation, please contact the Nebraska Crime Commission at 402.471.2194. (TTY 711 or TDD 1.800.833.7352)

Introduction:

This application is intended for Law Enforcement E-Citation Equipment Grant applicants who wish to apply for funds under the Nebraska Highway Safety E-Citation grant program. Funds will be awarded to successful applicants through the use of a sub-grant award. These are federal funds awarded to Nebraska Crime Commission from the Nebraska Department of Transportation.

Funds Available:

The estimated amount of funds available for this solicitation is \$635,057.32 and will cover a three month project period of 05/17/2021-07/23/2021.

The funds will be awarded based on a formula as determined by Nebraska Crime Commission. Locate the formula amount on the chart provided at <https://ncc.nebraska.gov> for your Law Enforcement Agency. Applicants should be aware that if not all eligible jurisdictions apply, those funds will be awarded to applicants that demonstrate a need of funds beyond the formula determined amount. When completing the budget for your application, if funds are needed that exceed the formula amount please include the additional costs in the budget. This will allow staff to assess where additional funds are needed and award all funds at once. There is not a guarantee that the additional funds beyond the formula amount will be awarded.

Project Period: 05/17/2021-07/23/2021

Grant Commencement and Duration:

All funded projects are required to obligate the purchase of the equipment by 07/01/2021. Funded projects that have not submitted request for reimbursement by 07/23/2021 will be required to provide a Status Update Report to identify any barriers and provide a timeline of when the purchasing of the equipment will occur.

Funding Process and Timeline:

04/19/2021 Application posted

05/14/2021 Application Closed

05/17/2021 Start Application Review

05/28/2021 Awards Sent

07/23/2021 Final Day to accept Agency documentation

08/20/2021 Last Day to submit claim(s) to Highway Safety

FEDERAL – Law Enforcement E-Citation Equipment Grant

Eligibility:

To be eligible **for this specific application** for E-Citation Equipment Grant funding, the applicant must be a Nebraska law enforcement agency listed on the formula funding chart.

USE OF FUNDS

Eligible budget items are: Computer(s), Printer(s), Scanner(s). The price of the individual piece of equipment will determine if it is to be in the Supply or Equipment Category. The Capitalization policy of your agency will

determine what budget category the item will belong. If your agency does not have a Capitalization policy then the State of Nebraska policy is to be followed which currently has the threshold at \$1,500. Individual items with a price less than \$1,500 will be a Supply; individual items \$1,500 or higher will be Equipment. Further, the Highway Safety Office requires that any Equipment (regardless of budget category) with a market value of more than \$1,000.00 or has any useful life remaining and is not fully depreciated may not be disposed of in any manner by the grant contractor without the expressed written approval of the HSO to be coordinated by Nebraska Crime Commission.

Example: LEA purchases 3 computers with original cost of \$3,000 each in State Fiscal Year 2021. In two years the computers need to be upgraded, however, the computers still function and have a value of \$1,800 the LEA must contact Nebraska Crime Commission to coordinate the disposition of the equipment.

RESTRICTIONS ON USE OF FUNDS

Funds will not be awarded for any accessories, paper, cables or other items for the use of the equipment.

Grant Requirements:

- **Office of Civil Rights** – Pursuant to 28 CFR Section 42.302 all recipients of federal funds must be in compliance with EEO and Civil Rights requirements. All programs that receive federal funds or are subawarded federal funds via program agreements are required to conform to the grant program requirements. If there is a violation to this it may result in suspension or termination of funding, until such time as the recipient is in compliance.
- ☐ **Nondiscrimination (Civil Rights)** – Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
- **Limited English Proficiency (LEP) Individuals** – In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English proficiency. For more information access: <http://www.lep.gov>.
- **DUNS Number** – All applicants are required to include a DUNS (Data Universal Numbering System) number in their application. This unique nine-digit sequence number is recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is used for tracking purposes and to validate the address and point of contact information for federal assistance applicants, recipients, and subrecipients. Obtaining a DUNS number is a free, simple, one-time activity. To obtain a DUNS number or to see if the applicant agency already has a DUNS number, call 1-866-705-5711 or go to: <http://fedgov.dnb.com/webform>. Please note that if you are a department within an agency the DUNS number is assigned to the larger entity. For instance: City Law Enforcement Agency would use the DUNS number for the City.
- **System for Award Management (SAM) Registration** – All applicants must be registered on the SAM (formerly Central Contractor Registration/CCR) database. This is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. If you had an active CCR, you have an active record in SAM. Applicants must update or renew their SAM registration to meet the requirement of ensuring funds are awarded to entities eligible for federal funding. Information to register or update your entity records can be accessed at <http://www.sam.gov/>. **Please note that applicants will be required to submit a PDF of their SAM Registration as part of the application.** The SAM is tied to the DUNS Number, if your law enforcement agency

does not have access to this information, please coordinate with the person in your unit of government that does.

- **Certified Assurances** must be signed by the Authorized Official and submitted with the grant application
- **Supplanting** - To deliberately reduce state or local funds because of the existence of federal funds. A state or local government agency cannot use federal funds to supplant (replace) other existing funds. Any request to support a state or local government agency with federal funds must address how the request is NOT supplanting of funds. Supplanting must also be addressed when a non-profit submits a project that includes any type of contract or subaward with a state or local government entity. In that case, the portion of the request to support the state or local government agency must address supplanting by clearly outlining the following:
 - a) how the costs were previously funded;
 - b) why the funds are no longer available; and
 - c) when the funds ended and/or any temporary funding agreements or arrangements.

Nebraska defines a local government or political subdivision as any unit of government within the state including villages, cities of all classes, counties, school districts, learning communities, public power districts, and entities created pursuant to the Interlocal Cooperation Act or Joint Public Agency Act.

- **Special Conditions** - Awarded applicants must sign Special Conditions that include but are not limited to requirements under federal and state laws in addition to requirements for accounting, and reporting.
- **Fiscal Requirements - Commingling of funds on either a program-by-program or project-by-project basis is prohibited.** The subrecipient's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
 - a) Separate accountability of receipts, obligations, expenditures of all grant funds, disbursements, and balances.
 - b) Itemized records supporting all grant receipts, expenditures and match contributions in sufficient detail to show exact nature of activity.
 - c) Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.
 - d) Maintenance of inventory records for equipment purchased, rented, and contributed.
 - e) Lease Agreements, contracts services, and purchases of equipment that adhere to established procurement processes.
 - State agencies are governed by procedures of the Department of Administrative Services (DAS), these are located at <http://das.nebraska.gov/materiel/purchasing.html>
 - Counties must follow the process outlined in Nebraska statute located at <http://www.nebraskalegislature.gov/laws/statutes.php?statute=23-3108&print=true>
 - All other agencies (i.e., nonprofit, city) must adhere to the written process of the agency or if none exists, it reverts back to the Crime Commission's process (i.e. the DAS Procurement Process)
- **Equipment** (including replacements) purchased in whole or in part with federal funds must be maintained, at a minimum, meeting the following requirements: (To fully benefit project purchases should be made at the beginning of the project period.)
 - a) Maintain property records which include all of the following:
 - b) Description of the property

- c) Serial number or other identification number
- d) Source of the property Identification of the title holder
- e) Acquisition date
- f) Cost of the property
- g) Percentage of Federal participation in the cost of the property
- h) Location of the property
- i) Use and condition of the property
- j) Disposition data, including the date of disposal and sale price
- k) A physical inventory of the property and reconcile the results with the property records at least once every 2 years.
- l) Loss, damage, or theft:
 - o A control system must be in place with adequate safeguards to prevent these occurrences.
 - o Promptly and properly investigate any loss damage, or theft.
 - o Establish and use adequate maintenance procedures to keep the property in good condition.
 - o If authorized or required to sell the property, a proper sales procedure must be establish to ensure the highest possible return.
- m) Original or replacement equipment acquired under the funded project that is no longer needed for the original project must be disposed. This is also true when equipment acquired under the funded project will be used for other activities. The following must be adhered to in equipment disposition:
 - o If the item to be disposed of has a current per-unit fair market value of less than \$1,000, it may be retained, sold, or otherwise disposed of with no further obligation to the Crime Commission.
 - o If the item has a current per-unit fair market value of \$1,000 or more, or has useful life determination of the disposition of the equipment must be coordinated with Nebraska Crime Commission.

- **Payments** – All payments from the Crime Commission will be on a reimbursement basis. Reimbursement will not be made until all required documentation has been approved. Nebraska Crime Commission will reimburse funds for this grant project as one payment. Once all equipment purchases have been made, the request for reimbursement can be made and supporting documentation (i.e. receipts, purchase order) for all items can be submitted for reimbursement. If your agency will be making purchases throughout the project term, please refrain from submitting for reimbursement until all purchases are complete.
- **Applicant Disclosure of Pending Applications** – Applicants are to disclose whether they have any pending application for federally and/or state funded grants that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget in the application under this solicitation. The Crime Commission seeks this information to help avoid any inappropriate duplication of funding. Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:
 - o federal or state funding agency;
 - o solicitation name/project name; and
 - o point of contact information at the application funding agency.

If the applicant does not have any pending applications indicate “None” on the form.

Application Submission: Applications must be submitted 5:00 p.m. (CST) on 05/14/2021 (Please note, Applicants not

submitting as instructed below may be considered invalid submissions):

1. Complete application utilizing the online grant management system **PLEASE NOTE:** Applicants will be required to register their Organization (if it is not already in the system: If your Organization receives other funds from Nebraska Crime Commission such as Community Based Aid, VOCA, STOP or other similar programs it is more than likely in the system) and the person completing the application will register as a User for that Organization.

Application Format:

Please note that Crime Commission applications change from year to year.

- ✓ Federal Identification Number must be included on the application. Applicant must be the entity that will receive and disburse grant funds. The Federal ID Number must be that of the applicant.
- ✓ No cover letters.
- ✓ Additional information in the form of Appendixes will not be accepted.
- ✓ Include ALL Required Forms (Certified Assurances) with appropriate signatures of the authorized official (i.e., county board chair, mayor, city administrator)

Applicant Information

Provide all requested information. The applicant must be the agency that will receive and disburse the grant funds. The Federal Identification Number and the DUNS number must be that of the applicant. Project must provide separate individuals for each project position (Project Point of Contact, Fiscal Point of Contact and the Authorized Official).

Project Implementation Plan and Timeline

Provide a typed Word document (attached as a PDF) that provides a clear implementation plan of how the jurisdiction will be fully implemented with E-Citation. The plan should also include a projected timeline indicating with full implementation is expected. The implementation plan should identify what the current status of implementation is, how these funds will assist with further implementation and potential future needs.

Budget Template

All costs must be necessary, reasonable, allowable, allocable and substantiated.

GrantVantage Budget Template -- The project's budget and budget narratives must be entered into the GrantVantage Pre-award platform. After entering the system, to access the budget click on the tab labeled, *Budget Template*. After each section click, *Save*. To edit or modify work saved click, *Return to Draft*. Users are not able to delete budget categories such as Personnel, Fringe, or Travel, however; line items entered under categories can be added or deleted. To complete a category's budget narrative click on the circle labeled "**BN**" that is located next to the category label (i.e., Personnel). A box will open titled, Budget Justification.

To view the instructional video that includes information about the Budget Template follow the link.

<https://ncc.nebraska.gov/grant-apps>

Each line item listed on a budget worksheet must have a corresponding budget narrative that is thorough and includes all required information. Items with an incomplete budget narrative will not be awarded. All narratives must address the following components: Justification of the line item to the project, basis for calculation, and supplanting. Calculations are only needed in the narrative if the line item in the budget worksheet does not provide adequate information for reviewers to determine how the cost was calculated.

For the purposes of this grant applicants will only complete Year 1 and can only request line items in Category D-Equipment, and Category E-Supplies.

Category D - Equipment

Purchases of equipment must adhere to established procurement processes and equipment purchased must be managed in accordance with Federal Property and Equipment guidelines. For capitalized expenses, recipients must follow the policy developed by the agency. If the recipient agency does not have a written capitalization policy, it will be required to follow the state's capitalization policy. It is strongly recommended that agencies adopt a policy in-line with the federal policy which allows equipment items costing under \$5,000.00 to be included in supplies. Equipment procurement and management standards are outlined in the Grant Requirements section of this document. Refer to grant program guidelines for allowable items. Items requiring bids will not be funded absent a showing that bids were obtained as required by law, rules or regulations.

Equipment Narrative:

For all equipment expenses requested, include a budget narrative to address the following:

- a. Describe all equipment expenses. Explain why the requested expenses are necessary to support the project.
- b. Explain the cost breakdown and how match funds were determined (i.e., whether based on actual prior year's costs and justification of any increases for the next fiscal year)
- c. For existing equipment expenses, describe how this funding request complies with non-supplanting requirements.

Category E – Supplies

Supplies: Includes office supplies, forms, operating supplies, books, subscriptions, repair or maintenance supplies, and other items utilized. Supply costs encompass materials which are expendable or consumed during the course of the project. Lists supply items by type (e.g., postage, office supplies, training materials), quantity, unit costs and total costs. Note that daily costs, such as office supplies, do not have to be itemized separately in the budget but must be described in the narrative to verify reasonableness of the costs. (i.e., office supplies can be budgeted together in one category and do not need to be broken into individual budget line items such as pens, paper, folders, etc.) Higher cost items should be listed separately and identified (e.g. items such as computers, copiers, etc.) and a procurement process should be developed to justify the selection of the budget item upon purchase.

An agency's capitalization policy will determine whether equipment items are listed in this category or under Category D - Equipment. If an agency has no written policy, then they will be required to follow the state's policy which currently carries a higher level of restrictions than the federal policy. Should an agency base a written policy on the federal policy then equipment in this category will have a useful life of more than one year with a fair market value of under \$5,000 per item.

Pro-rating of expenses must be explained in the narrative and adequately demonstrated in the budget fields. See the Example tab for further illustration.

Supplies Narrative:

For all supplies and operating expenses requested, include a budget narrative to address the following:

- a. Describe all supply expenses. Explain why the requested expenses are necessary to support the project
- b. Explain the cost breakdown and how match funds were determined (i.e., whether based on actual prior year's costs and justification of any increases for the next fiscal year) to include the basis for the pro-rated amount and calculation of each line item if not clear on the budget template;
- c. For existing supplies expenses, describe how this funding request complies with non-supplanting requirements.

Required Forms

1. Certified Assurances

2. Applicant Disclosure of Pending Applications (1 page)

- Identify any pending applications for federally and or state funded grants submitted within the last 12 months that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget in the application under this solicitation.
- Provide the following information about pending applications submitted:
 - a) Federal or state funding agency;
 - b) Solicitation name/project name; and
 - c) Point of contact information at the application funding agency.

Attachments

All attachments are to be submitted in the following format: **Agency Name-Document name**
(For example: Nebraska Crime Commission-Organizational Chart)

- 3 bids for all requested items
- PDF of current SAM Registration
- Project implementation plan and timeline on a Word document saved as a PDF



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#) / [Patrick Leahy Bulletproof Vest Partnership](#)

Patrick Leahy Bulletproof Vest Partnership

Notice: Critical Program Information (Click here.)

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$522 million in federal funds for the purchase of over one million vests (1,441,013) as of November 2020.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2021 BVP application funding period. **Applications for FY 2021 BVP funds will be accepted beginning April 29, 2021. All applications must be submitted online by 6:00 p.m. (Eastern Time), June 14, 2021. A SAM registration is required for 2021 BVP applicants.**

NEW: The Fiscal Year 2020 BVP awards have been announced. See the complete list of [FY 2020 BVP awards](#).

System for Award Management (SAM) Registration Requirement: Jurisdictions must be registered in SAM in order to receive access to FY 2018-2020 BVP award funds.

Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement - Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. [The Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2019 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

[NEW! UPDATED Mandatory Wear FAQs](#)

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

NIJ Advisory and Safety Notices

[Current National Institute of Justice Body Armor Standard 0101.06](#)

[NIJ Certification Mark](#)

[NIJ Body Armor Standard 0101.06 Vest List](#)

[NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)

Body Armor Labels: When In Doubt Check It Out ([Click here for additional information](#))

[Closed NIJ Advisory Notices and Safety Notices](#)

1-16-20: NIJ Advisory Notice:

Patrick Leahy Bulletproof Vest Partnership (BVP) Overview

BVP Website: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>

BVP Helpdesk: 1-877-758-3787 / Email: vests@usdoj.gov

(Updated April 2021)

The purpose of the Patrick Leahy Bulletproof Vest Partnership (BVP) Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers. Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with a total of \$522 million in federal funds for the purchase of over one million vests (1,441,013 vests as of November 2020).

From FY 2015 through FY 2020, protective vests were directly attributable to saving the lives of at least 224 law enforcement and corrections officers (based on data collected by the Office of Justice Programs). Thirty-eight of those vests were purchased, in part, with BVP funds.

1. Eligible Applicants: Any recognized unit of general government (states, counties, federally recognized tribes, cities, and local jurisdictions) recognized by the U.S. Census Bureau that employs law enforcement officers.

2. System for Award Management (SAM) Registration Requirement: Jurisdictions will not be able to apply for and receive FY 2021 BVP funds if they are not registered in SAM. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

3. Law Enforcement Officer Definition: The term 'Law Enforcement Officer' means any officer, agent, or employee of a State, unit of local government, or federally recognized tribes authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full, part-time and auxiliary personnel, whether paid or volunteer.

4. Application Period: The BVP application usually opens in April and closes six weeks from the opening date. The BVP application only opens once per year. The BVP website has user guides and checklists for each step of the BVP application process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#h449q>.

5. Award Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. BVP funds will be available for drawdown for two years from the time of the award announcement. [A current SAM registration is required to apply for FY 2021 BVP.](#)

6. Small Jurisdiction Priority Funding: Current legislation allocates funds first to jurisdictions with less than 100,000 residents. Please see the [BVP legislation for details](#).

7. Vest Requirements: In order to qualify for this reimbursement, body armor must comply with the most current National Institute of Justice [JTIC - Ballistic Armor Compliant Product List](#) (NIJ) body armor standards, as of the date the body armor was ordered.

8. SWAT Vests/tactical Armor Vest Eligibility: BVP funds can be used for tactical-level armor, but for only one vest per officer in a replacement cycle. If the agency purchases a tactical level vest for an officer, it must be the officer's primary vest. The agency cannot then use BVP funds to purchase a regular duty vest for the same officer during the same replacement cycle.

9. Mandatory Wear Policy: BJA will continue the existing policy that requires a written mandatory wear policy for uniformed patrol officers in place when the FY 2021 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it **specify when mandatory wear is required** for uniformed officers on duty. Please see the [Mandatory Wear FAQs](#) for details.

10. Uniquely Fitted Vest Requirement: Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2021 BVP applications are submitted. Please see the unique fit FAQ for details: https://ojp.gov/bvpbasi/bvpfaqs_applguidelines_01.htm.



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

April 19, 2021

Sergeant Chad Menagh
Crete Police Department
1945 Forest Avenue
Crete, NE 68333
Phone: 402-826-4311
Email: chad.menagh@crete.ne.gov

Reference No. IDNE-M041921-04A

IDEMIA is pleased to provide Crete Police Department with the following price quote for IDEMIA's cutting-edge mobile technology product, MorpholDent™.

MorpholDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The MorpholDent Device ("MorpholDent") provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorpholDent captures an individual's fingerprints and submits a data packet to the MobiLE Connexion Software on the Crete Police Department workstation via the Bluetooth/USB connection.

The MobiLE Connexion Software generates a Nebraska State Police (NSP) AFIS system compliant ANSI/NIST file and submits the search request to the NSP AFIS system for identification. Results are returned to the MobiLE Connexion application screen and to the MorpholDent for notification and positive identification, if available.



MorphoIDent

Detailed Product Description

MorphoIDent is IDEMIA's line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on IDEMIA's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

Modern design - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

Optimal ease of use in the field - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

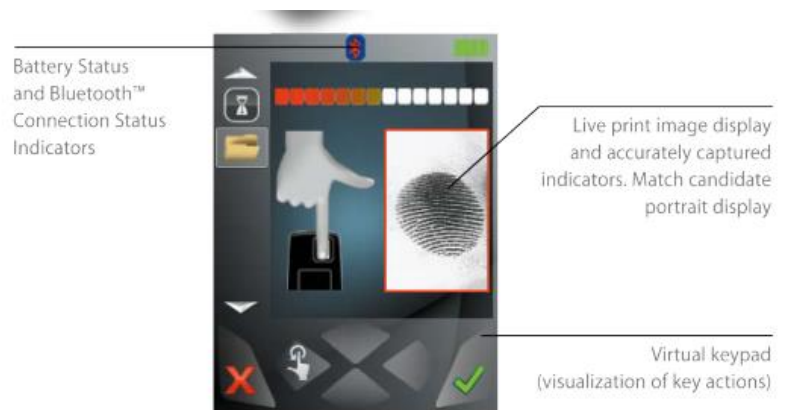
Extreme accuracy - Field-proven IDEMIA biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

Fully certified – PIV, FBI, EC, and FCC certified – ready to use.

Pictograms and positive feedback - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC workstation running the MobiLE Connexion application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



MorphoDent and MobiLE Connexion Features

MorphoDent Features

- ◆ Handheld device
- ◆ Multiple finger acquisition
- ◆ Multiple case acquisition (up to 15 cases)
- ◆ Data transfer to host (MobiLE Connexion) via Bluetooth/USB
- ◆ Acquisition and results interface
- ◆ IDEMIA optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ◆ Cradle design around the FBI certified optical sensor
- ◆ Integrated Design with Fingerprint Sensor
- ◆ Sleek design, glossy finish
- ◆ Compact (fits in a pocket)
- ◆ Large 2.4" VGA color screen
- ◆ Clearly visible outdoors
- ◆ User friendly
- ◆ Multi-case management
- ◆ Vibration alert (capture and identification result)
- ◆ Intuitive end-user actions
- ◆ Pictograms
- ◆ 6 function keys
- ◆ Data transfer to host via : Bluetooth 2.0 | USB 2.0
- ◆ Use of existing infrastructure for AFIS interface
- ◆ No additional wireless recurring cost for the customer
- ◆ MorphoDent eliminates the need to add a separate wireless account for each mobile device
- ◆ LiveFeed of fingerprint
- ◆ Mugshot and name returned in search results, if available

MobiLE Connexion Host Application Features

- ◆ MorphoDent configuration and management
- ◆ Standard NIST file generation and management
- ◆ Remote identification on central AFIS database
- ◆ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ◆ Match candidate portrait and demographic information display
- ◆ Receive fingerprints from terminal (MorphoDent)
- ◆ Create search requests with fingerprints to AFIS



Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

MorphoIDent

Table 1. Pricing

	Description	Qty	Unit Price	Total
MI01-000005-02	MorphoIDent Solution including: <ul style="list-style-type: none"> ◆ MorphoIDent Device ◆ MobiLE Connexion Windows Software ◆ USB 2.0 Data Cable ◆ MorphoIDent Quick Start Guide 	5	\$1,700	\$8,500
MI00-0EBW0B-C	Black Polymer Device Sleeve	Included	Included	Included
	Warranty: 1 Year <i>Advantage</i> standard warranty Freight	Included	Included	Included
	Maintenance (to start after the 1 st Year Warranty) 1 Year <i>Advantage</i> maintenance services	5	\$175	\$875
	Total	5	\$1,875	\$9,375

Current shipping is 30+ days after receipt of order, or as otherwise scheduled.

IDEMIA will include documentation and /or support to facilitate the Crete Police Department's installation of the MobiLE Connexion Software on the Crete Police Department-provided workstation.

Customer Responsibilities

Crete Police Department is responsible for the following:

- ◆ End-user training
- ◆ Ensuring the required inter-agency agreements are in place between itself and NSP, local, state and government AFIS
- ◆ Ensuring Crete Police Department-provided workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ◆ Ensuring Crete Police Department workstations are able to connect to the Nebraska State Police network
- ◆ Ensuring that the Wireless Wide Area Network (WWAN) will support either HTTP/HTTPS or SMTP/S-MIME data protocols to exchange data between MobiLE Connexion and the NSP AFIS
- ◆ Executing a Memo of Understanding (MOU) with NSP for access to the NSP AFIS and FBI RISC for the purpose of mobile search requests
- ◆ Installing MobiLE Connexion Application Software on each Crete Police Department workstation or smart phone
- ◆ Pairing each MorphoIDent with each Crete Police Department- provided workstation via Bluetooth or USB
- ◆ Provide the necessary network connectivity between the Crete Police Department LAN and incoming WAN transactions including requisite backend connectivity
- ◆ Testing the MorphoIDent and MobiLE Connexion Software as per the Quick Start Guide
- ◆ Battery replacement is handled as a consumable and is outside the scope of warranty and annual maintenance coverage

NOTE: *Crete Police Department is encouraged to contact Bruce Luhr, Nebraska State Patrol, Tel: (402) 479-4020 email: bruce.luhr@nebraska.gov prior to purchase for requesting authorization for connectivity to the State prior to purchase.*

System Requirements – IDEMIA confirms the following system requirements: Table 3.

Minimum System Requirement	
MobiLE Connexion on a workstation	<ul style="list-style-type: none"> ◆ Windows 10 operating systems, with all security patches installed. ◆ Support for Bluetooth 2.0 or later.

IDEMIA will provide documentation and /or support is to facilitate the Crete Police Department's installation of the MobiLE Connexion Application on the Crete Police Department-provided workstation.

Advantage Solution Support

Table 4.

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Crete Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Proposal Expiration: October 31, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order inquiries and correspondence, including Purchase Order, to:

Jayne Goodall

IDEMIA

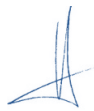
5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@us.idemia.com | Office: (714) 575-2956 | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Michael Hash

Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Crete Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
Name _____
Date _____

Total Purchase Price (including any Options): **\$9,375.00** _____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____
Telephone number () _____
Email _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____
Telephone number () _____
Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____,

enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or

otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



MISSOURI VALLEY
NEBRASKA

Community Tennis Development Grant Application

- Cycle One: January 1 - April 30** **Cycle Two: May 1 - November 15**

Which grant are you applying for?		
Please Check One: <input type="checkbox"/> Junior Team Tennis <input type="checkbox"/> Tennis on Campus <input type="checkbox"/> 10 and Under Tennis		
<input type="checkbox"/> Junior Recreation <input type="checkbox"/> Diversity/Adaptive <input type="checkbox"/> Other		
*Grants are up to \$500		
Organization Affiliation:		
USTA Organization Membership ID#:		
Telephone:	Organization Federal Tax ID:	
Email (required):		
Organization Address:		
City:	State:	Zip:

Program Description

Describe in the space below how your program will utilize funding from the USTA Nebraska. Be specific.

- Planned program dates: _____
- Number of players included in this program: _____
- Inclusion of 8 & Under or 10 & Under programs utilizing QuickStart format: Y N
- Will **TennisLink** be utilized? Y N
- Promotion materials and methods (describe):
- Community Partners/Sponsors (List schools, P&R, Boys & Girls Club, YMCA/YWCA, etc):

Return to Jason McFarley
jmcfarley@hotmail.com
 7000 Straffan Pl. Unit B, Lincoln, NE 68516
 Questions: 402-312-2763



MISSOURI VALLEY
NEBRASKA

Community Tennis Development Grant Evaluation Form

In order to receive the remainder of you funding, this evaluation form must be submitted within two weeks of the conclusion of your program or:

Cycle One: Due no later than Aug 31

Cycle Two: Due no later than Dec 15

Program Name: _____

Contact person for this evaluation: _____

Telephone #s: Day: _____ Night: _____

Email: _____ Website: _____

Mailing Address: _____

Number of program participants: Goal Before: _____ Actual: _____

Goal for next year _____

On the following scale, rate your program's success using the age appropriate equipment:

Poor Fair Good Excellent

Did your program meet the goals and objectives as outlined in your proposal? Yes No

Explain why or why not:

Do you plan to continue your program next year with local funding/resources? Yes No

Additional Comments:

Return to Jason McFarley

jmcfarley@hotmail.com

7000 Straffan Pl. Unit B, Lincoln, NE 68516

Questions: 402-312-2763

2021 USTA Missouri Valley Serving Up Tennis Grant Application

Application Information - Please Read:

USTA Missouri Valley offers grants to assist not-for-profit organizations to initiate or expand their tennis programming activities. Serving Up Tennis Grant may be used to start programs and/or leagues for players of all ages, abilities and populations. Grant awards will be up to \$1000, with schools receiving up to \$1000 for equipment grants. Those awarded grants will receive half upfront and the second half upon completion of the program and submission of the accountability form, with equipment grants receiving the full amount upfront. All completed applications will be reviewed within 30 days of the application deadline.

Program Grant Eligibility:

Financial support will be awarded only to organizations: applications by individuals will not be accepted.

Priority will be given to those programs which target new players, link their program(s) to USTA tennis programs, and/or collaborate with other entities.

Please read the Serving Up Tennis Grant Guidelines before completing this application.

This document can be found on the [USTA Missouri Valley Grants & Scholarships Page](#) under apply now.

Please only submit applications online. We will not accept mailed or faxed applications. Incomplete applications will not be accepted.

Please email your W-9 to Tonya Kaup, USTA Missouri Valley Finance Director, within 5 days of submitting your grant application. Blank W-9 Form

2021 Application Deadlines:

All grants will be notified within 30 days of the following deadlines:

Friday, February 12

Friday, April 9

Friday, June 11

Friday, July 9

Friday, August 13

Friday, October 8

Friday, November 12

1. General Applicant Information

Organization Name:

Program Name (if different):

Contact Name:

Position/Title:

Email:

Mailing Address:

2021 USTA Missouri Valley Serving Up Tennis Grant Application

City:

State:

Zip:

Phone:

Additional Contact Name:

Title:

Email:

Phone:

2. Please check which USTA Missouri Valley District you are located *

Heart of America

Iowa

- Kansas
- Missouri
- Nebraska
- Oklahoma
- St. Louis

3. Type of Serving Up Tennis Grant Requested (Please check all that apply) *

- Community Organization Start Up /Expansion (CTA/NJTL)
- After School Program Start Up/Expansion
- Serve Tennis Registered Community Based Program Start Up/Expansion
- USTA Team Challenge Start Up /Expansion
- USTA Junior Team Tennis Start up/Expansion
- Middle/High School Tennis Program Start up/Expansion
- No-Cut Coach Start up/Expansion
- College Tennis on Campus Start Up/Expansion (TOC)
- Adult Social & Sport Club Start up/Expansion
- USTA sanctioned Tournament
- Diversity and Inclusion Start up/Expansion
- Adaptive/Wheelchair Tennis Start up/Expansion
- Young Professional Start up/Expansion
- Senior Population
- Youth and/or adult - Modified Equipment

- USTA Registered NJTL - Equipment
- USTA Registered CTA - Equipment
- USTA Registered Schools - PE Program - Equipment
- After School Program - Equipment
- No-Cut Coach - Equipment
- Middle/High School Tennis Program - Equipment
- Adaptive/Wheelchair - Equipment
- Tennis on Campus - Balls

4. Have you met with and discussed this program with your local TSR (Tennis Service Representative) or Missouri Valley staff? *

- Yes
- No - Please contact your Local TSR (Contact Info Below)

Tennis Service Representative (TSR) Contact Information

Kansas & Heart of America - Jaren Glaser
913-967-9929

Iowa - John Terpkosh
913-967-9926

Missouri & St. Louis - Michael Marotta
913-967-9833

Nebraska - Kara Heim
913-967-9452

Oklahoma - Laura Puryear
913-967-9147

5. Are your programs registered with Serve Tennis?

Note: Serve Tennis helps your organization create custom online programs and manage financial transactions with ease, simplify your tennis business. Oversee court bookings, sell and manage services, and connect with customers in one place and promote your business with easy email marketing and a free custom website.

Please [click here](#) if you are not yet associated with Serve Tennis.

*

6. Organization Information: *

Is your organization a Community Tennis Association?

Is your organization a NJTL?

Is your organization a 501 (c)(3) (tax exempt) corporation?

Is your organization a public agency/unit of a government or religious institution?

7. Please provide a brief explanation of your organization or program specific to the tennis program you are requesting funding for: *




Words used: 0 out of 500.

8. Age Groups Targeted (please check all that apply) *

Youth (10 & Under)

Youth 11-18

- Adult 18-49
- Senior (50 & over)

9. Ability Level of Participants (Please check all that apply) *

- Beginner
- Intermediate
- Advanced
- Tournament Level

10. Program & Participant Details *

Program Start Date:	<input type="text" value="7-6-21"/>
Program End Date:	<input type="text" value="7-9-21"/>
Days Per Week:	<input type="text" value="2 to 4"/>
Hours Per Day:	<input type="text" value="5"/>
Years in Existence:	<input type="text" value="0"/>
Estimated Number of participants in tennis program:	<input type="text" value="10-30"/>
# of past Participants:	<input type="text" value="NA"/>
Location of Program:	<input type="text" value="Crete HS courts
Crete NE"/>

11. Previous USTA Funding: *

Has your organization/program ever received any USTA National Grant dollars?

Has your organization/program ever received any USTA Section Grant dollars?

Has your organization/program ever received any USTA District Grant dollars?

-- Please Select -- 

12. Please explain how your grant will be used and provide a brief explanation for need for funding support: *




Words used: 0 out of 500.

13. Please provide brief summary of any community partners that you are collaborating with on this program: *




Words used: 0 out of 500.

14. Please describe strategies for sustaining this effort. List any additional funding source outlets: *




15. Please provide us with your overall goal for your tennis program and objectives for meeting these goals: *

Words used: 0 out of 500.

16. Annual Tennis funding sources and amounts:

Please report the dollar amount next to each source of funding that is applicable for the tennis program.

For sources that are not applicable, you must enter \$0 in each field.

*

Membership Income: \$	<input type="text" value="0"/>
Participant Fees: (# participants x <i>\$20 ea</i> fee =): \$	<input type="text"/>
Foundations: \$	<input type="text" value="0"/>
Corporations: \$	<input type="text" value="0"/>
Service Organizations: \$	<input type="text" value="0"/>
Fundraising Events: \$	<input type="text" value="0"/>
Local Sponsorships: \$	<input type="text" value="0"/>
In-kind Support: \$	<input type="text" value="0"/>
Earned Income: \$	<input type="text" value="0"/>
Total Income: \$	<input type="text"/>

17. Please report all tennis program expenses:

Expense may include, but are not limited to, instructor/organizer wages, equipment, court/facility rental, marketing/promotional materials.

For expenses that are not applicable, you must enter \$0 in each field. *

Court/Facility Rental Fee: \$	<input type="text" value="0"/>
Instructor/Coach Stipend: \$	<input type="text" value="0"/>
Marketing/Promotion: \$	<input type="text"/>
<i>Flyers</i>	
Equipment: \$	<input type="text"/>
<i>TBD</i>	
Other: \$	<input type="text"/>
Total Expenses: \$	<input type="text"/>

18. Total Grant Request:

Please provide the total dollar amount requested by using the following formula:

$$\text{Total Expenses} - \text{Total Income} = \text{Total Grant requested}$$

* Note: The maximum amount awarded by the USTA Missouri Valley Serving Up Tennis Grant is \$1000). *

Total Expenses: \$	<input type="text"/>
Total Income: \$	<input type="text"/>
Total Grant Requested: \$	<input type="text"/>

19. Additional Comments:

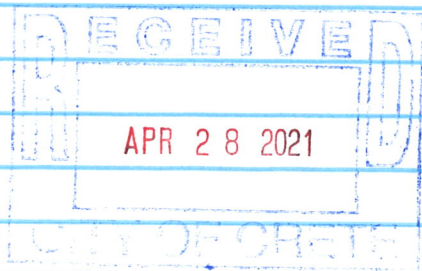
Submit



April 28, 2021

To whom It may Concern:

Hello. My name is Andres Viana. I am a USDA inspector currently working in Crete, Nebraska. I am asking for your permission to stay continuously at Tuxedo Park & Camping in Crete, Nebraska until October of this year. I have been notified of a promotion in October. I am a single male currently staying in a 21 foot motorhome without slideouts, which takes minimal space. I have no pets and own one car. I keep my property and area clean and presentable at all time. I am aware of RV camping etiquette and respect other people's privacy. I normally keep quiet, and I don't smoke or do any drugs. I normally go to work and go to the gym after work. This is the closest campground to my work and would appreciate it if you allow me to stay here continuously. I am prepared to pay the monthly or biweekly (whichever you prefer) fees on time. You can reach me by phone at (474) 320-0557. Thank you for your time.



Andres Viana



2021 Schedule

Saturday May 1st & Sunday May 2nd (Practice)

Saturday, May 15th

Saturday, June 5th

Saturday, June 19th

Saturday, July 3rd

Saturday, July 24th – Cornhusker State Games (No Points)

*Saturday, August 21st

*Saturday, September 4th

*Sunday, September 5th

Saturday, September 25th – FORWARDbite Hoosier Daddy (No Points)

*Saturday, October 2nd

*Saturday, October 16th Nebraska Dirt Kart Championship

Saturday October 30th Banquet Swap Meet

March 2022 – Nebraska Kart Show

All races will count towards season points except those marked as “No Points”. Even Fall Points count towards total. There will be no “Summer/Spring”

Races marked with * are for the fall points.



CITY OF CRETE
APPLICATION FOR PROHIBITED ANIMAL EXCEPTION
 Crete City Code §6-102 and §6-104 (attached)

Date of Event May 18, 2021
Could be other evenings
Usually every Wednesday till Fair
 Start Time of Event Varies 6 pm
 Finish Time of Event 9:30 pm
 Event Location Arena at Tuxedo Park

Description of Event Including List of Animals – Include Number
 and Type 4-H Horse Club Arena practice
around 18 horses

Special Equipment No

Organization Wranglers 4-H Club
 Responsible Party Terri Brown

Address 744 CR 2350 Crete

Phone 402-826-0536 email: tb996884@gmail.com

Signature of Responsible Party Terri A. Brown
 Date 4-20-21

DO NOT WRITE IN THIS SPACE

Application # 2021-01

City Admin. Review

Emergency Services Review _____

Council Meeting Date
N/A

Approved TD

Denied _____

Bond Required _____

Bond Amount _____

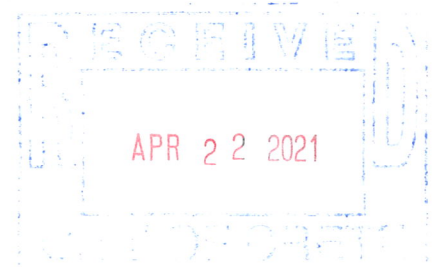
Insurance Certificate
Required yes

Bond/Cert Received _____

Conditions listed on back

ATTACHMENTS:

- Copy of current vaccinations
- Copy of Insurance
- Required Permits, as Applicable



§6-102.06 ANIMAL CONTROL AUTHORITY; FINES.

- (1) The City Council approves and establishes the following fines for violations of this Article to be payable at the Municipal police station:
- (a) Possession of a prohibited animal (§6-104): Four hundred dollars (\$400.00);
 - (b) Prohibited animal running-at-large (§6-105): Four hundred dollars (\$400.00)

§6-104 PROHIBITED ANIMAL; POSSESSION UNLAWFUL; SEIZURE; DISPOSITION.

- (1) It shall be unlawful for any owner to possess, harbor, keep, or maintain control or custody of any prohibited animal within the Municipality.
- (2) The Animal Control Authority may seize and impound any prohibited animal found in the Municipality. If such seizure or impound is deemed unsafe, an animal control officer may kill such animal. No action shall be maintained against any animal control officer for killing a prohibited animal.
- (3) The Animal Control Authority may sell or transfer an impounded prohibited animal to competent authority or order the euthanasia of such animal. (Ref. 16-235, 37-477 RS Neb.) (Amended Ord. 1827, 6/19/12)

Prohibited animal: Any species or mix of any species prohibited by the State of Nebraska by statute or by the Municipality by ordinance to include but not limited to any:

- (a) Non-domesticated wild animal;
- (b) Coyote, wolf, or hybrid animal;
- (c) Venomous or constricting snake, alligator, crocodile, Gila monster, or Komodo dragon;
- (d) Nonvenomous snake four (4) feet in length;
- (e) Wild bird or bird of prey such as condors, falcons, hawks, eagles, and vultures;
- (f) Skunk;
- (g) Animal of the family Felidae other than a domestic cat such as tigers, lions, leopards, mountain lions, pumas, lynx, cheetahs, jaguars and ocelots;
- (h) Animal of the family Ursidae including American black bears, brown bears, panda bears and polar bears;
- (i) Marsupial such as kangaroos, wallabies, koalas, and possums;
- (j) Primate such as baboons, lemurs, chimpanzees, monkeys, orangutans, and gorillas;
- (k) Lethal or invasive fish such as snakehead or piranha;
- (l) Bees;
- (m) Livestock animal;
- (n) Exotic animal; or
- (o) Animal which reasonably poses or may pose a threat to the life or health of any human.

Library to apply for an Internship grant of \$1,000 from the Nebraska Library Commission. The plan is to hire two students for Saturday programs. One set of programs for older youth and one bi-lingual StoryTime.

2021 Nebraska Library Internship Grant Program

- **Grant Award Amount:** \$500 - \$1,000
- **Awarding Agency:** Nebraska Library Commission
- **Eligible Applicants:** Accredited Nebraska Public Libraries
- **Application Process:** Online

Overview

The Nebraska Library Commission has made funding available to accredited Nebraska public libraries for internships through the 2021 Nebraska Library Internship Grant Program. This project is supported in part by the Institute of Museum and Library Services under the provisions of the Library Services and Technology Act as administered by the Nebraska Library Commission.

This internship program works to introduce high school and college students to the varied and exciting work of Nebraska libraries. The internships are intended to function as a recruitment tool, helping the student to view the library as a viable career opportunity while providing the public library with the finances (up to \$1,000 per library or branch) to provide stipends to the student interns. In the past student interns have helped the libraries expand programs, complete projects, improve websites, and expand social media use, while bringing fresh ideas into the library.

Use of Library

Within the library facility itself, the use of all reference books, magazines, other books, and public computers is available to all at no cost. There is a charge for using the copy machine, printing from patron computers, and laminating materials.

To borrow materials from the library, patrons must obtain a library card. Patrons residing within the following areas will not be charged for a library card:

- Saline County residents
- Rural Crete addresses that reside outside of Saline County
- Crete school district boundaries
- **Individuals who work in Crete**

Patrons who do not live within the three areas listed above will be required to purchase an annual non-resident library card for \$30.00 per year. Cards may be obtained on an individual basis or as a family.

Adult patrons are required to show proof of identification and current address with a driver's license or some other picture I.D. Children 15 years old and younger must have a parent's signature on their application, along with their parents' driver's license number and address verification. Patrons may be asked to bring a piece of mail that they have received at their current address to verify that address.

Service to library patrons will not be denied or abridged because of gender, age, religion, race, social, economic, or political status.

Use of the public library or its services may be temporarily denied for due cause by the Director. Such cause may include failure to return materials and to pay fines, destruction of property, or other objectionable conduct on library premises.

Approved by the Crete City Council, October 2019

ORDINANCE 2113

EXHIBIT A

NON-BARGAINING UNIT OFFICER AND EMPLOYEE SALARIES & WAGES

APPOINTED POSITIONS	Maximum Salary
	Per Biweekly Pay Period
Chief of Police	\$3,637.52
City Administrator	\$5,446.44
City Attorney	\$4,730.38
City Clerk	\$3,084.02
Community Assistance Director	\$2,198.42
Director of Economic Development	\$3,069.57
Director of Finance	\$3,319.36
Director of Human Resources	\$2,595.74
Director of Parks & Recreation	\$3,146.34
Director of Public Works	\$4,384.54
Library Director	\$2,593.66
SSAR Report Preparation	1/4 Annual State Incentive Payment
Street Superintendent	3/4 Annual State Incentive Payment

NON-APPOINTED POSITIONS	Per Biweekly Pay Period
Building Inspector	\$2,616.62
Economic Development Coordinator	\$2,198.42
Human Resource Coordinator	\$2,198.42
Media Specialist	\$1,808.80
Police Lieutenant	\$2,846.22
Street Supervisor	\$2,413.26
Superintendent - Electric	\$3,476.80
Technology Coordinator	\$2,942.16

	Hourly Wage Scale							
Grade	1	2	3	4	5	6	7	8
ADMINISTRATIVE								
Administrative Assistant	\$14.48	\$15.36	\$16.24	\$17.11	\$17.99	\$18.87	\$19.75	\$20.62
Deputy City Clerk	\$20.34	\$21.36	\$22.38	\$23.40	\$24.42	\$25.44	\$26.46	\$27.48
Purchasing Clerk	\$17.63	\$18.56	\$19.50	\$20.43	\$21.37	\$22.30	\$23.24	\$24.17
POLICE DEPARTMENT								
Code Enforcement Officer	\$17.63	\$18.56	\$19.50	\$20.43	\$21.37	\$22.30	\$23.24	\$24.17
LIBRARY								
Assistant Director Incentive				\$2.00	\$2.53	\$3.05	\$3.58	\$4.10
Children's Librarian	\$16.56	\$17.43	\$18.29	\$19.16	\$20.02	\$20.88	\$21.75	\$22.61
Librarian	\$16.56	\$17.43	\$18.29	\$19.16	\$20.02	\$20.88	\$21.75	\$22.61
Library Clerk	\$14.45	\$15.09	\$15.73	\$16.37	\$17.01	\$17.64	\$18.28	\$18.92

ORDINANCE 2113

EXHIBIT A

PUBLIC WORKS

Admin Asst/Asst Office Manager	\$17.63	\$18.56	\$19.50	\$20.43	\$21.37	\$22.30	\$23.24	\$24.17
Bookkeeper/Billing	\$14.48	\$15.36	\$16.24	\$17.11	\$17.99	\$18.87	\$19.75	\$20.62
Cemetery	\$19.02	\$19.86	\$20.70	\$21.53	\$22.37	\$23.20	\$24.04	\$24.88
Customer Service Rep.	\$19.02	\$20.23	\$21.44	\$22.64	\$23.85	\$25.06	\$26.26	\$27.47
Foreman - Line	\$27.99	\$29.16	\$30.32	\$31.48	\$32.64	\$33.81	\$34.97	\$36.13
Foreman - Street	\$22.14	\$23.04	\$23.94	\$24.84	\$25.74	\$26.64	\$27.54	\$28.44
Foreman - Water	\$23.58	\$24.76	\$25.95	\$27.13	\$28.32	\$29.51	\$30.69	\$31.88
GIS Technician	\$17.03	\$17.82	\$18.62	\$19.42	\$20.22	\$21.02	\$21.81	\$22.61
Janitor	\$12.84	\$13.28	\$13.71	\$14.14	\$14.57	\$15.00	\$15.44	\$15.87
Line Groundperson	\$19.86	\$20.81	\$21.75	\$22.70	\$23.64	\$24.59	\$25.53	\$26.48
Lineman I	\$25.66	\$26.73	\$27.80	\$28.88	\$29.95	\$31.02	\$32.10	\$33.17
Lineman II	\$22.14	\$23.04	\$23.94	\$24.84	\$25.74	\$26.64	\$27.54	\$28.44
Office Manager	\$20.78	\$21.77	\$22.76	\$23.75	\$24.74	\$25.73	\$26.72	\$27.71
Operator - Power Plant	\$23.24	\$24.09	\$24.94	\$25.78	\$26.63	\$27.48	\$28.33	\$29.18
Operator - Street	\$19.86	\$20.81	\$21.75	\$22.70	\$23.64	\$24.59	\$25.53	\$26.48
Operator - Wastewater I-IV	\$18.75	\$19.65	\$20.56	\$21.46	\$22.37	\$23.27	\$24.18	\$25.08
Seasonal/Laborer	\$11.28	\$11.58	\$11.89	\$12.20	\$12.51			
Superintendent - Power Plant	\$26.92	\$27.98	\$29.05	\$30.11	\$31.17	\$32.24	\$33.30	\$34.37
Superintendent - Wastewater	\$28.74	\$29.94	\$31.15	\$32.35	\$33.55	\$34.75	\$35.95	\$37.16
Superintendent - Water	\$23.94	\$25.20	\$26.46	\$27.72	\$28.98	\$30.24	\$31.50	\$32.76
Transfer Station	\$14.81	\$15.54	\$16.27	\$16.99	\$17.72	\$18.45	\$19.18	\$19.91
Wastewater Lead Operator	\$24.82	\$26.08	\$27.34	\$28.60	\$29.86	\$31.13	\$32.39	\$33.65
Water Operator IV-II	\$17.92	\$19.28	\$20.65	\$22.01	\$23.38	\$24.74	\$26.11	\$27.47
Additional Duty	\$0.59	\$0.93	\$1.26	\$1.59	\$1.92	\$2.26	\$2.59	\$2.92
Meter Reader	\$0.37 per meter							

PARKS AND RECREATION

Parks Groundsperson Custodian	\$15.67	\$16.42	\$17.17	\$17.91	\$18.66	\$19.41	\$20.15	\$20.90
Parks Supervisor	\$21.92	\$22.85	\$23.77	\$24.70	\$25.62	\$26.54	\$27.47	\$28.39
Pool Cashiers	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00			
Pool Lifeguards	\$9.50	\$9.75	\$10.00	\$10.25	\$10.50			
Pool Manager	\$12.40	\$12.76	\$13.13	\$13.50	\$13.87			
Pool Manager - Assistant	\$11.43	\$11.77	\$12.13	\$12.48	\$12.86			
Recreation Coordinator	\$18.61	\$19.28	\$19.96	\$20.63	\$21.30	\$21.97	\$22.64	\$23.31
Referees/Coaches	\$11.00							
Seasonal/Laborer	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00			

FIRE DEPARTMENT

	per hour	biweekly
Fire Chief		\$417.80
Ambulance Administrator		\$319.73
Assistant Fire Chief		\$250.67
Ambulance Attendants	\$22.55	
Ambulance Maintenance	\$16.02	

RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA RESTRICTING PARKING ON THE EAST SIDE OF IRIS AVENUE BETWEEN FOURTH AND THIRTEENTH STREETS.

WHEREAS, numerous single-family homes are situated on the east side of Iris Avenue between Fourth Street and Thirteenth Street;

WHEREAS, the presence of Doane University and its associated sports complexes and fields on the west side of Iris Avenue creates traffic congestion, parking, and safety issues along Iris Avenue on both sides of the street; and,

WHEREAS, the City Council has determined it is in the public's best interest to restrict parking on the east side of Iris Avenue between Fourth Street and Thirteenth Street.

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

Section 1. That parking be prohibited on the east side of Iris Avenue between Fourth Street and Thirteenth Street.

PASSED AND ADOPTED the 4th day of May 2021.

Mayor

ATTEST:

City Clerk

Summer Reading 2021



We will try to do as much as we can in the library park. If there is inclement weather, we will move to the community room.

27 May – Kick off

Musical guest, balloon artist and activity tables

June programs

Wildlife Encounters

Fontenelle Forest

Crane River Theater (Cinderella)

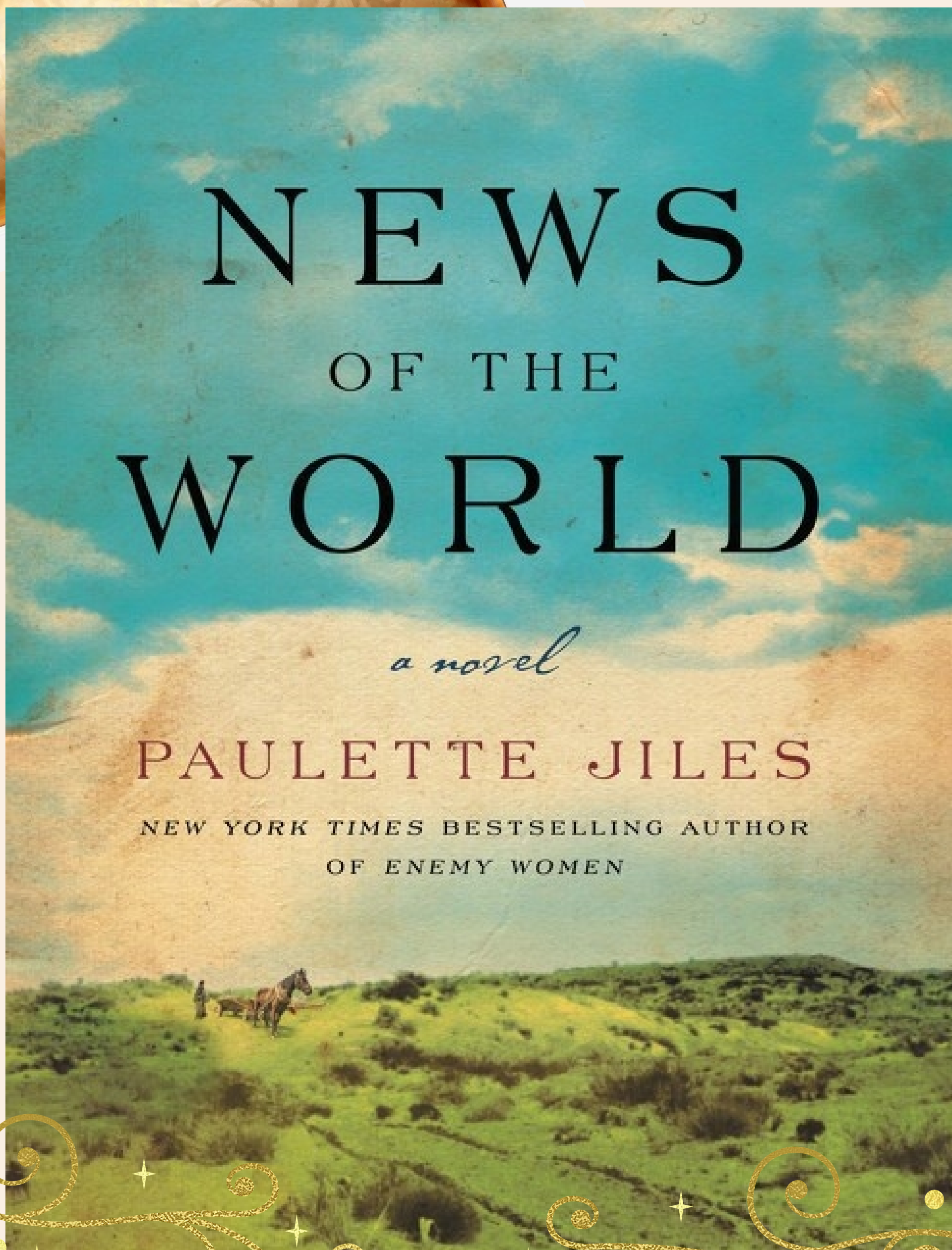
Lincoln Children's Museum

Dissection of Owl Pellets

Omaha HD Zoo

CRETTE Reads!

...And the
Winner is...



NEWS OF THE WORLD

a novel

PAULETTE JILES

NEW YORK TIMES BESTSELLING AUTHOR
OF ENEMY WOMEN

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, First Session

April 23, 2021 - Bulletin 17



ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 408:** League-opposed property tax plan filibustered, fails to advance
- **LB 51:** **LAW ENFORCEMENT BILL** – Please forward to your Police Chief this update with a **WHITE COPY** of the bill (**AM745**) adopted on General File along with Sen. Flood’s “Badge Amendment” (**AM852**) before the bill advanced to Select File with **39** ayes, **0** nays, **4** present and not voting and **6** excused and not voting
- **LB 83E:** Open Meetings Act bill took effect April 22; please print at least one copy of the Open Meetings Act, as amended by LB 83E, and post it in your meeting room before your next meeting at a location accessible to the public as required by Section 84-1412(8)

The League has scheduled a Zoom meeting for Tuesday, April 27, at 9:15 am CT/8:15 am MT to review the key provisions of the Open Meetings Act as amended by LB 83E.

- **\$9.7 billion state budget package approved**

LB 408: League-opposed property tax plan filibustered, fails to advance

LB 408, the proposal to place a 3 percent annual limit on local property tax increases, was met by an effective filibuster on the floor of the Legislature April 22. Senators who opposed LB 408 talked about the importance of local control, the faith they had in local elected leaders and the great work their local governments were doing to provide needed services. More than 20 amendments were filed as part of the effort to filibuster LB 408.

The League was a part of a large coalition of statewide organizations representing political subdivisions, including schools, counties, community colleges, natural resources districts and others working to oppose the bill.

The Legislature debated LB 408 for eight hours before a cloture motion was filed about 7 p.m. April 22. The 29-8 roll call vote to end the

filibuster fell four votes short of the 33 votes required to stop the filibuster. Because the cloture motion was not successful, the bill is dead for this legislative session.

Before the cloture motion, there were attempts to gain sufficient votes to stop the filibuster, with the promise that all the interested parties would be brought to the table to broker a compromise. Among the changes considered included removing Lancaster, Douglas and Sarpy Counties, as well as removing municipalities, counties and school districts entirely from the provisions of the bill. In the end, the promises of a compromise were not successful and LB 408 failed to advance.

The League thanks these Senators who supported our coalition to oppose the bill by voting against cloture or being present but not voting: Voting no: **Blood, J. Cavanaugh,**

M. Cavanaugh, DeBoer, M. Hansen, Hunt, McKinney, Morfeld.

Present but not voting: **Bostar, Day, Hilkeemann, Kolterman, Lathrop, McCollister, Pahls, Pansing-Brooks, Stinner, Williams, Wishart.**

The following Senators supported LB 408 by voting for cloture: **Aguiar, Albrecht, Arch, Bostelman, Brandt, Brewer, Briese, Clements, Dorn, Erdman, Flood, Friesen, Geist, Gragert, Groene, Halloran, B. Hansen, Hilgers, Hughes, Lindstrom, Linehan, Lowe, McDonnell, Moser, Murman, Sanders, Slama, Vargas, Wayne.**

The League also thanks everyone who wrote amazing letters and reached out to your Senators to voice your strong opposition to this unworkable and damaging bill. Your advocacy worked! Thanks to all your efforts, LB 408 is done for the year.

We thank these Senators who defended municipalities during LB 408 debate



Sen. Carol Blood



Sen. Wendy DeBoer



Sen. Matt Hansen

We thank these Senators who defended municipalities during LB 408 debate



Sen. Megan Hunt



Sen. Mark Kolterman



Sen. Adam Morfeld



Sen. Patty Pansing Brooks



Sen. John Stinner



Sen. Matt Williams



Sen. Anna Wishart

LB 51: LAW ENFORCEMENT BILL – Please forward to your Police Chief this update with a WHITE COPY of the bill (AM745) adopted on General File along with Sen. Flood’s “Badge Amendment” (AM852) before the bill advanced to Select File with 39 ayes, 0 nays, 4 present and not voting and 6 excused and not voting

As previously reported, on March 19, the League Executive Board accepted a League staff recommendation to approve the “proposed negotiated agreement” with Sen. Lathrop and support the bill. Clearly, the “proposed negotiated agreement” does not address all of the many concerns expressed to the League by Police Chiefs and other municipal officials from cities of the first class, second class and villages. Notwithstanding, the “negotiated agreement” reflected in AM745 was adopted on General File on April 21, making SIGNIFICANT amendments to LB 51 so the bill would be more workable for police departments across the state. AM745 was approved with 41 ayes, 0 nays, 2 present and not voting and 6 excused and not voting.

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

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

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

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

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

fied conditional officers” to wear a badge. On behalf of PCAN, Sen. Flood was successful in convincing Sen. Lathrop to support AM872.

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

During General File floor debate on April 21, Sen. Lathrop stated he would continue meeting with Sen. Brewer and other interested Senators to address concerns about repealing authority for a “law enforcement reserve force” before LB 51 is scheduled for consideration on Select File.

\$9.7 billion state budget package approved

Lawmakers April 20 gave 47-0 final approval to the state’s \$9.7 billion budget plan, which includes money for a potential new state prison.

The state budget is set up on a two-year basis in legislative sessions held during odd-numbered years.

LB 83E: Open Meetings Act bill took effect April 22; please print at least one copy of the Open Meetings Act, as amended by LB 83E, and post it in your meeting room before your next meeting at a location accessible to the public as required by Section 84-1412(8)

Thanks to Gov. Ricketts for signing LB 83E April 21, a League-supported Open Meetings Act bill which passed April 15 with the emergency clause attached. The bill took effect April 22. Thanks again to Sen. Mike Flood of Norfolk for introducing and successfully passing LB 83E. In advocating for passage of LB 83E, the League was privileged to work with a coalition of nine statewide organizations and various state, regional and local entities subject to the provisions of the Open Meetings Act. Thanks to the willingness of Media of Nebraska for negotiating the provisions of LB 83 with our coalition; Media of Nebraska is represented by Walt Radcliffe of Radcliffe Gilbertson & Brady.

[Click here](#) for a copy of the **Open Meetings Act as amended by LB 83E**. It is important to **print at least one copy of the Open Meetings Act as amended by LB 83E and post it in your meeting room before your next meeting at a location accessible to members of the public as required by Section 84-1412(8)**. *Until the League and LARM poster is updated, please remove the poster with the previous version of the Open Meetings Act and either 1) staple the nine pages of the Open Meetings Act as amended by LB 83E and tack it on the wall of your meeting room; OR 2) tape together the nine pages of the Open Meetings*

Act as amended by LB 83E and tape it on top of the current version of the Open Meetings Act poster in your meeting room. The League and LARM Open Meetings Act poster will be updated and complimentary copies will be distributed to League and LARM members after the Legislature adjourns sine die. The poster cannot be updated until the Revisor of Statutes assigns a statute number to Sec. 15 of LB 83.

IMPORTANT:

*(Section 84-1411(7)(a) on page 17, line 6-28 of LB 83E) Since Gov. Ricketts declared an emergency last year pursuant to the Emergency Management Act, “a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, **may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice**” as provided in LB 83E. “The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.” *A meeting held by virtual conferencing pursuant to Section 84-1411(7)(a) is NOT the same as an “emergency meeting” held by virtual**



Sen. Mike Flood

conferencing WITHOUT reasonable advance public notice pursuant to Section 84-1411(5) which allows the public body to ONLY take formal action which pertains to the emergency.

Due to COVID-19, the public bodies of some entities subject to the Open Meetings Act still need to conduct their meetings by virtual conferencing to protect members of the public, the governing body, staff, etc. Hopefully, with vaccination rates increasing, more public meetings can be held in person safely. **Meetings held by virtual conferencing pursuant to Section 84-1411(7)(a) may be permissible for quite some time since it is our understanding the Governor’s emergency declaration needs to be in effect in order for the State of Nebraska, municipalities, counties and other entities in Nebraska**

Continued on page 7

LB 83E: Open Meetings Act bill took effect April 22; please print at least one copy of the Open Meetings Act, as amended by LB 83E, and post it in your meeting room before your next meeting at a location accessible to the public as required by Section 84-1412(8)

Continued from page 6

to receive funds from the American Rescue Plan (ARP) Act; the ARP Act funds will be distributed over a two-year period of time.

Although LB 83E took effect April 22, we appreciate Gov. Ricketts' leaving Executive Order No. 21-02 in effect until April 30, 2021, for any public body which had already given notice for a public meeting to be held virtually after complying with the requirements of his Executive Order. Thanks to Gov. Ricketts and Lauren Kintner, Director of the

Governor's Policy Research Office, for working with us to delay signing LB 83E until April 21 to provide enough time for those public bodies subject to the Act to print at least one copy of the Open Meetings Act as amended by LB 83E and post it in the meeting room at a location accessible to members of the public.

[Click here](#) for the Final Reading copy of LB 83E. (The Final Reading copy of LB83E does NOT need to be posted or available in the meeting room; the bill only amends certain provisions of the Open Meetings Act, not the entire Act.)

2021 _____
LEGISLATIVE
SESSION _____



The League has scheduled a Zoom meeting for Tuesday, April 27, at 9:15 am CT/8:15 am MT to review the key provisions of the Open Meetings Act as amended by LB 83E. A Zoom link will be sent to you on Monday.

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

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, First Session

April 30, 2021 - Bulletin 18



ITEMS OF INTEREST TO MUNICIPALITIES

- **The League has scheduled a Zoom meeting for Tuesday, May 4, at 9:15 am CT/8:15 am MT to review the key provisions of the Open Meetings Act as amended by LB 83E. Information for the meeting will be emailed Monday.**
- **LB 644: Bill requiring ‘joint hearing’ of certain cities, schools, community colleges and counties advances to final round of debate after AM1910 adopted**
- **LB 414: Bill authorizing municipalities to use design-build contracts for utilities enacted**
- **LB 388: Legislature debates municipalities offering internet services**
- **LB 26: Sales tax exemption on residential water use advances to Select File**
- **LB 338, 388: Senators adopt, advance broadband bills**
- **LB 432 (Revenue Committee)/LB 299 (McDonnell): Revenue Committee incorporated the *Firefighter Cancer Benefits Act* for paid and volunteer firefighters (LB 299) into the Standing Committee Amendments (AM774) to LB 432 which advanced to Select File on April 27; League opposes the bill but will try to negotiate provisions to limit costs of providing the benefit**

LB 644: Amendment adopted, bill advances to final round of debate

Late in the evening on April 28, the Legislature advanced **LB 644** to Final Reading, the final round of debate. LB 644, introduced by Blair **Sen. Ben Hansen**, requires certain political subdivisions requesting more property tax dollars than the prior year to participate in a joint public hearing at the same time on the same day.

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

- The amendment provides that if a county, city, school district, or community college decides to increase its property tax request by more than the allow-

able growth percentage, those political subdivisions need to hold a joint public hearing.

- Allowable growth percentage is defined as a percentage equal to the sum of 2 percent plus the political subdivision's real growth percentage.
- Real growth percentage means the percentage obtained by dividing the political subdivision's real growth value by the political subdivision's total real property valuation from the prior year. Real growth value includes the increase in a political subdivision's real property valuation from the prior year to the current year due to:
 - improvements to real property because of new construc-

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tion and additions to existing buildings,

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

LB 414: Bill authorizing municipalities to use design-build contracts for utilities enacted

LB 414, introduced by **Sen. Anna Wishart** of Lincoln, modifies the Political Subdivisions Construction Alternatives Act to authorize municipalities to use design-build contracts and construction manager at-risk contracts for water, wastewater, utility and sewer construction projects.

The Legislature voted 47-0 on Final Reading to pass LB 414. The Governor signed the bill April 23. The bill will go into effect 90 days after the Legislature adjourns.



Sen. Anna Wishart

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LB 644: Amendment adopted, bill advances to final round of debate

Continued from page 2

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

- The timeline for the joint public hearing and the filing of the budget also is changed. The joint public hearing is required to be held on or after Sept. 17 and prior to Sept. 29. The date to file the budget is changed to Sept. 30. The deadline for the county board of equalization to levy necessary taxes is changed to “on or before October 20th.” Clarifying changes suggested by the State Auditor’s office also are made regarding the levy requests to the county board

of equalization.

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

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

- Finally, the amendment requires the county clerk or his or her designee to prepare a report of the joint public hearing that includes the names of the representatives from the political subdivisions and the names and addresses of each person who speaks at the joint public hearing and the name of any organization they represent. The report needs to be delivered to the political subdivisions participating in the joint public hearing within 10 days after the hearing.

The Legislature adopted AM1019 on a 36-0 vote. The next step for this bill will be Final Reading sometime in the next few weeks.

LB 26: Sales tax exemption on residential water use advances to Select File

On April 27, on a 38–3 vote, the Legislature advanced to Select File **LB 26**, introduced by **Sen. Justin Wayne** from Omaha. LB 26 would prohibit sales and use taxes for residential water consumption. Currently, cities and villages with a local option sales tax would lose revenue from the repeal of this

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

ter. However, current revenues are imbedded in the current taxation system and removing these revenues will create a budget deficit. **Sens. Ray Aquilar** of Grand Island, **Rita Sanders** of Bellevue, and **Mike Moser** of Columbus voted against the advancement of LB 26.

LB 388: Legislature debates municipalities offering internet services

As part of the debate on **LB 388** discussed in another article in the *Legislative Bulletin*, there was a spirited debate on the role of municipalities in providing internet services. Omaha Sen. Justin Wayne introduced an amendment that would insert the provision of **LB 656** into LB 388. LB 656 would specifically allow a municipality to sell internet services at retail. Municipalities and other public entities currently can lease dark fiber to private companies for internet services but the barriers to such a lease make such a lease impractical. Current barriers to public entities leasing publicly owned dark fiber unless broadband service is provided at levels below 20 gigabytes per second download and 3 gigabytes per second upload include:

- The lease rates be a published fair market rate subject to being contested by another carrier.
- Fifty percent of the profit earned by the public entity under a lease of dark fiber needs to be remitted to the State Treasurer. Profit earned by the public entity means the lease price less the cost of infrastructure deployment.

As part of the hotly contested debate, several Senators told personal horror stories about how poor internet speeds were in parts of their district. Many Senators indicated that municipalities in their district are captive to the infrastructure



Sen. Tom Brandt



Sen. Justin Wayne

upgrade whims of the incumbent telecommunications and cable television carriers and if they choose not to upgrade their infrastructure then the municipality can not compete for economic development or new population. Some companies provide excellent internet speeds and other are quickly falling behind. Sens. Wayne, **Mike Flood** of Norfolk, and **Tom Brandt** of Plymouth repeatedly countered opponents' arguments with specific examples of how inadequate broadband speeds were thwarting growth in Nebraska and that internet sales needed to be opened to more competition. Sen. Wayne offered a comprehensive history of public power development in Nebraska and how some of the same arguments against public power in rural Nebraska were the same arguments being made by telecommunications providers opposing public ownership of broadband infrastructure.



Sen. Mike Flood

The amendment ultimately failed 24-20, but the following Senators voted to give municipalities authority to provide internet services:
Sen. Carol Blood of Bellevue
Sen. Tom Brandt of Plymouth
Sen. Tom Brewer of Gordon
Sen. Mike Groene of North Platte
Sen. Lynne Walz of Fremont

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LBs 338, 388: Senators adopt, advance broadband bills

On April 29, the Legislature adopted and presented to the Governor, **LB 338**, introduced by **Sen. Bruce Bosteman** of Brainard. LB 338 amends the process of how a telecommunications carrier can be denied funding from the Public Service Commission if they are not offering sufficient broadband speeds. Funding can be redirected to another carrier willing to provide broadband speeds. The League supported LB 338 at the public hearing.

On April 28, the Legislature advanced to Select File **LB 388**, introduced by **Sen. Curt Friesen** of Henderson, at the request of the Governor. LB 388 would adopt the Nebraska Broadband Bridge Act, which would do a number of things, including creating a \$20 million fund to enhance rural broadband development. The broadband development also would have to be at higher speeds than currently required under Nebraska law to obtain funding. LB 388 was supported by the Governor, the League, the Public Service Commission, the Nebraska Public Power District,



Gov. Pete Ricketts



Sen. Curt Friesen

the Nebraska Farm Bureau, the Nebraska State Education Association, the Nebraska Telephone Association, the Nebraska Internet and Television Association, Allo Communications, Century Link, the Nebraska Farmers Union, Blueprint Nebraska, AARP, the Center for Rural Affairs and many others. During debate on LB 388, there was considerable discussion on the role of municipalities in providing internet services. This debate is covered in more detail in another article in today's *Legislative Bulletin*.



Sen. Bruce Bostelman

LB 388: Legislature debates municipalities offering internet services

Continued from page 4

Sen. Mike Flood of Norfolk
Sen. Tom Briese of Albion
Sens. Jen Day, Steve Lathrop, Megan Hunt, Lou Ann Linehan, Machaela Cavanaugh, John Ca-

vanaugh, Mike McDonnell, Tony Vargas and Justin Wayne all of Omaha.

Sens. Eliot Bostar, Adam Morfeld, Matt Hansen and Anna Wishart all of Lincoln.

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

LB 432 (Revenue Committee)/LB 299 (McDonnell): Revenue Committee incorporated the *Firefighter Cancer Benefits Act* for paid and volunteer firefighters (LB 299) into the Standing Committee Amendments (AM774) to LB 432 that advanced to Select File on April 27; League opposes the bill but will try to negotiate provisions to limit costs of providing the benefit

As previously reported in *League Legislative Bulletin #9*, on Feb. 25, the Revenue Committee held a hearing on **LB 299**, introduced by **Sen. Mike McDonnell** of Omaha. LB 299 would create the **Firefighter Cancer Benefits Act**. A firefighter, **either paid or volunteer**, would be eligible for cancer insurance benefits if the following criteria are met: 1) passes a physical examination which fails to reveal any evidence of cancer; and 2) serves at least 12 consecutive months as a firefighter at any Nebraska fire station, even with a break in service so long as such break does not exceed six months.

[Click here](#) to review the provisions of the Firefighter Cancer Benefits Act on pages 1-5 of AM774 to LB 432. Although the extensive benefits described below were mandated in LB 299 as originally introduced, the Revenue Committee changed the “shall” to “may” on page 2, line 7 of AM774 to purportedly change the unfunded mandate to an “option.” Notwithstanding, **LB 432, as amended by AM774, still is an unfunded mandate for those municipalities with PAID firefighters** due to the fact that the Commission of Industrial Relations (CIR) is required in Section 48-818(1) to “take into consideration the **overall compensation** presently received by the employees, having regard not only to wages for time actually worked, but

also to wages for time not worked, including vacations, holidays, and other excused time and all benefits received, including insurance and pensions, and the continuity and stability of employment enjoyed by the employees.” Section 48-818(2)(f) provides, in part: **“For benefits... the Commission shall issue an order based on a determination of prevalency...”** Jerry Pigsley of Woods Aitken Law Firm represents numerous municipalities across the state in CIR cases. [Click here](#) for his memo which states, **“The Commission of Industrial Relations in issuing an order setting cancer benefits shall look to what other cities provide as to cancer benefits to its employees in its determination of prevalency.** Based on what is prevalent in the compared to array of cities, **CIR can order cancer benefits exceeding the minimums set forth in the proposed state legislation.”**

Sen. Curt Friesen of Henderson was the only member of the Revenue Committee who voted against incorporating LB 299 into the Standing Committee Amendments (AM774) to LB 432. Sen. Friesen, a volunteer firefighter for over 17 years, also spoke against these provisions during floor debate on General File, noting that even though the Committee intended to make the benefits **optional**, in reality, it

is an **unfunded mandate** for municipalities with PAID firefighters due to the CIR. The League opposes AM774 because of the unfunded mandate for PAID firefighters and the serious financial implications for municipalities and rural fire districts with PAID or VOLUNTEER firefighters. The Firefighter Cancer Benefits Act is based on similar bills adopted in Georgia and New York as a negotiated agreement with their firefighters to not pursue a “rebuttable presumption” in workers’ compensation statutes. At the request of paid and volunteer firefighters, Sen. McDonnell introduced LB 299 to adopt the Firefighter Cancer Benefits Act and Omaha Sen. Rich Pahls introduced LB 420 to establish a “rebuttable presumption” that firefighters who suffer death or disability as a result of cancer, hypertension or heart or respiratory defect or disease, did so as a result of their work for the purposes of the Nebraska Workers’ Compensation Act. LB 420 still is in the Business and Labor Committee. [Click here](#) to review the Revenue Committee Statement for LB 432; the summary for LB 299 (AM774) starts at the bottom of page 5.

LB 432, as amended by AM774 on General File, advanced to Select File with 41 ayes, Hunt voting no, six present and not voting (J.

Continued on page 7

LB 432 (Revenue Committee)/LB 299 (McDonnell): Revenue Committee incorporated the *Firefighter Cancer Benefits Act for paid and volunteer firefighters (LB 299)* into the **Standing Committee Amendments (AM774) to **LB 432** that advanced to **Select File on April 27**; League opposes the bill but will try to negotiate provisions to limit costs of providing the benefit**

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Cavanaugh, M. Cavanaugh, Friesen, Groene, Morfeld, Pansing Brooks) and McKinney excused and not voting. (Several Senators who did not vote to advance LB 432 to Select File filibustered the bill on General File due to provisions relating to the tax credit, income tax exemption and change of the corporate income tax rate.)

The benefits would be provided

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

Benefits would include: 1) diagnosis of severe cancer as defined in the bill (\$25,000); 2) diagnosis

of less severe cancer as defined in the bill (\$6,250); 3) total disability monthly benefits for a maximum of 36 months (\$1,500 per month); and 4) death benefit payable to beneficiaries of firefighter or estate of firefighter if no beneficiary is named (\$50,000).

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

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

Library Board Meeting Minutes
April 14, 2021 12:00 PM
Crete Public Library Community Room
1515 Forest Ave.

1. Open Meeting

The Library has posted a copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the meeting room. Additional copies are available to read, if anyone wishes one during this meeting, please advise. As each agenda item is considered, if there are any questions concerning the agenda item please advise. The Board may consider items listed on the agenda in random order. This meeting was posted in three public places to-wit: City Hall - 1st Floor Post Office - Lobby City Bank and Trust - Front Entry.

2. Roll Call—Tom King, President called the meeting to order at 12:04pm. Other board members present were Jared List, Jan Sears, and Jim Crouse. Also present was Joy Stevenson, Library Director. Absent: Fabiola Dimas (Advisory Board Member), Tom Ourada (City Administrator) and Anne Howard (President of the Friends of the Crete Public Library).

3. Consent Agenda—Board will consider approval for the following items. Explanation may occur for each item and the council approves and/or amends the items listed.

A. **Minutes of Previous Meeting.** Members reviewed and approved the minutes of the March 12th, 2021 meeting; motion by Sears to accept the minutes seconded by Crouse, all in favor.

4. Reports—

A. Friends of the Library— Howard discussed the following with the board:

1. No report.

B. City Administrator— Ourada discussed the following with the board:

1. No report

C. Director— Stevenson discussed the following with the board:

1. The library held an open house on April 9th and 10th. Approximately 100 people visited the library.
2. Stevenson shared that other libraries in Nebraska are relaxing the book quarantine policy. Stevenson raised the question of relaxing the book quarantine policy for the Crete Library.
3. Crete Reads! is narrowing down the book options, reviewing three choices. Approximately 60 people have voted for one of the options for the Crete Reads! book.
4. The Summer Reading Program kicks off May 27th for the children with a musician, balloon artist and crafts, games and snacks. Other programs for summer reading are by Wildlife Encounters, Crane River Theater, Henry Doorly Zoo, and the Lincoln Children's Museum.
5. This year the adult reading challenge will include a bingo card where participants read a book based on certain characteristics. This deviates a bit from last year but allows for a variety of genres and works to be read.

6. Stevenson shared a proposed change in library use policy where individuals who work in Crete may borrow materials and obtain a library card free of charge. List motioned to approve the change in library use policy, seconded by Sears. The motion passed unanimously.

7. Stevenson shared the possibility of creating a musical/sensory garden at the library where children could play with the outdoor instruments. Stevenson is hoping that the funding could come from a fundraiser.

8. Stevenson updated the committee over the grand opening of the library and possible planning/speakers for the event in the fall. She shared that the library continues to consider options.

D. President: — King discussed the following with the board:

1. King shared that the meeting with Friends is pending to discuss the memorandum of understanding (MOU) between the Friends.

5. Special Order of Business—

A. Personnel: All who have decided to be vaccinated among library staff have received the first dose.

B. Building and Equipment concerns:

1. A concern was raised related to the outdoor signage to clarify the location of the library and the community room. Signage for the library front door Existing signs that were slated to be used by the library's children's garden could be placed at the library entrance.

2. The locking mechanism fix to the library main door is still pending from the contractor.

C. Board Duties: Stevenson shared possible opportunities for continuing education (CE) credits for board members. One opportunity would be through the "Big Talk from Small Libraries" online conference.

6. Petitions-Communication- Citizen concern –none

7. Adjournment—Meeting adjourned at 1:53pm motion by Sears, seconded by Crouse and approved by all. The next meeting will be the second Tuesday of the month at 1pm: Tuesday, May 11th, 2021, at 1pm.



CRETE PLANNING COMMISSION MEETING

April 26, 2021 at 7:00 PM

Crete City Hall, 243 East 13th Street

MINUTES

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

1. Open Meeting

2. Roll Call

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

Present: 5, Absent: 4.

3. Special Order of Business

3.A. Planning Commission Minutes

3.A.1. Planning Commission special meeting minutes of February 15, 2021.

Approve the minutes of the special February 15, 2021 meeting as presented. Carried with a motion by Justin Kozisek and a second by Scott Kuncl.

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

3.B. Discuss and provide a recommendation to the City Council on the annexation of West Crete Addition.

Jennifer Robison arrived to the meeting.

City Administrator Tom Ourada explained the background of this proposal. West Crete is a six block subdivision outside of city limits and has been the subject of a number of discussions with past comprehensive planners. What has exacerbated the situation now are several properties not in compliance with wastewater standards and though not in city limits, they are in the city's two-mile extraterritorial jurisdictions. The city is being asked by the state to relax sewer regulations, which can be problematic. One property is facing fines of \$1,000 a month if not compliant. The city would need to come up with water and sewer extension estimates and an annexation timeline. If annexed, Crete City Code says properties have to connect to city sewer; the state will suspend the fines as long as the City is working on the annexation plan.

Make a recommendation to the City Council to proceed with the annexation of West Crete. Carried with a motion by Scott Kunch and a second by Jennifer Robison.

Anthony Fitzgerald: Aye, Dave Hansen: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kunch: Aye, Jennifer Robison: Aye
Aye: 6, No: 0

4. Officers' Reports

Chairperson Dave Hansen reported that he would be resigning after the May meeting of the Planning Commission. Election of officers will take place at that meeting.

The meeting adjourned at 7:48 PM.