

**Crete City Council Regular Meeting  
Tuesday, August 4, 2020 6:00 PM  
Crete City Hall Council Chambers  
243 E 13th Street  
Crete, NE 68333**

**1. Open Meeting**

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

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

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

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1. Public Works Committee meeting minutes of July 7, 2020.

- [Error! Hyperlink reference not valid.](#)

2. Legislative and Economic Development Committee meeting minutes of July 21, 2020.

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3. Personnel Committee meeting minutes of July 21, 2020.

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4. Public Safety Committee meeting minutes of July 21, 2020.

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5. Public Works Committee meeting minutes of July 28, 2020.

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B. Accept the City Treasurer's Report

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C. Approve the Payment of Claims Against the City

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#### 4. Items of Business

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

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A. Public Hearing on amending the Redevelopment Plan to include the Belohlavy Estates Redevelopment Project.

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B. Consider amending the Redevelopment Plan to include the Belohlavy Estates Redevelopment Project.

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C. Consider granting LB840 funds to Elles on Main for building acquisition assistance.

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D. Consider granting LB840 funds to Nick Dice Promotions for the Cornhusker State Games event.

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E. Consider enacting Ordinance 2110: An ordinance relating to sidewalk cafes.

- [Error! Hyperlink reference not valid.](#)

F. Consider approving the Airport Authority's property tax levy request for annual bond payments for capital improvements in the amount of \$25,000.

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G. Consider executing an Amended Memorandum of Understanding with the Blue River Arts Council and contracts with Tack Architects and Kingery Construction for Isis Theater renovations.

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

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

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## 6. Officers' Reports

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

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



Public Works Committee Meeting  
July 7, 2020  
4:30 p.m.  
Crete Public Library Community Room

**Roll Call:**

**Committee Members Present:**

Dale Strehle  
Brian Carnes  
Travis Sears

**Others Present:**

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

**Special Order of Business**

**A. Street Improvement Project, Additional Block:**

The City of Crete would like to add an additional block to the mill and overlay project. This additional block will be located on Forest Avenue from 14<sup>th</sup> Street to 15<sup>th</sup> Street, including the intersection with 14<sup>th</sup> Street. Cather & Sons estimated this proposal at an extra \$18,000 and altering the related JEO Engineering contract to include an add-on of \$2,300 in consulting fees. After discussion, Travis made a motion to include the additional block within the mill and overlay project and to accept Cather & Sons proposal of \$18,000 as well as JEO consulting fees of \$2,300. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed.

**B. Ordinance 2108:**

Ordinance 2108 is an ordinance related to the land the city has proposed to sell to Nestle Purina. Enacting Ordinance 2108 is allowing the city to do so under state statute. Travis made a motion to pass on to the council to enact Ordinance 2108. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

**Officer's Report**

**Adjournment**

Meeting Adjourned at 4:38 p.m.

**Dale Strehle, Chairman**

**CITY OF CRETE, NEBRASKA  
CITY COUNCIL LEGISLATIVE DEVELOP COMMITTEE  
MEETING MINUTES OF JULY 21, 2020**

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

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

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

**1. Open Meeting**

Committee Chair Ryan Hinz called the meeting to order at 5:15pm.

**2. Roll Call**

Kyle Frans: Absent  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Present: 2, Absent: 1.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Building Inspector Brad Bailey, Mayor Dave Bauer, other members of City Council, members of the public.

**3. Items of Business**

3.A. Discuss and provide a recommendation to the City Council on authorizing SENDD to apply for EDA, CDBG-DTR, and other federal grant opportunities on behalf of the City. Recommend City Council authorize SENDD to apply for grant opportunities on behalf of the City. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Ryan Hinz: Aye, Jack Oelschlager:  
Aye Aye: 2, No: 0

3.B. Discuss and provide a recommendation to the City Council on enacting Ordinance 2110: An ordinance relating to sidewalk cafes.

Table Ordinance 2110 pending further information from the City Attorney. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Ryan Hinz: Aye, Jack Oelschlager: Aye  
Aye: 2, No: 0

Discussion was held regarding a liability insurance requirement of adding the City as an additional insured. Entities desiring to utilize sidewalk for cafe would have to request permission annually.

**4. Officers' Reports**

**5. Adjournment**

The meeting was adjourned at 5:32pm.

Recorded by City Clerk Judi Meyer

CITY OF CRETE, NEBRASKA  
CITY COUNCIL PERSONNEL COMMITTEE  
MEETING MINUTES OF JULY 21, 2020

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

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

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

1. Open Meeting

Committee Chair Brian Carnes called the meeting to order at 5:07pm.

2. Roll Call

Brian Carnes: Present

Ryan Hinz: Present

Travis Sears: Present

Present: 3. Absent: 0.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Human Resources Coordinator Shelby Brown, Building Inspector Brad Bailey, Mayor Dave Bauer, other City Council members, members of the general public.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on amending the timekeeping policy section of the City's Personnel Rules and Regulations. Recommend City Council amend the timekeeping policy section of the City's Personnel Rules and Regulations. Carried with a motion by Travis Sears and a second by Ryan Hinz.

Brian Carnes: Aye, Ryan Hinz: Aye, Travis Sears: Aye  
Aye: 3, No: 0

3.B. Discuss and provide a recommendation to the City Council on ratifying amendments to the Continuity of Operations Plan for COVID-19. Recommend City Council ratify amendments to the Continuity of Operations Plan for COVID-19. Carried with a motion by Ryan Hinz and a second by Travis Sears. Brian Carnes: Aye, Ryan Hinz: Aye, Travis Sears: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:14pm.

Recorded by City Clerk Judi Meyer

CITY OF CRETE, NEBRASKA  
CITY COUNCIL PUBLIC SAFETY COMMITTEE  
MEETING MINUTES OF JULY 21, 2020

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

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

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

1. Open Meeting

Committee Chair Jack Oelschlager called the meeting to order at 5:03pm.

2. Roll Call

Ryan Hinz: Present  
Jack Oelschlager: Present  
Dale Strehle: Present  
Present: 3. Absent: 0

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Chief Tod Allen, Mayor Dave Bauer, other members of City Council, members of the public.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on entering into an agreement with Lincoln/Lancaster County EMS Oversight Authority, Inc. for emergency medical control and oversight services.

Recommend City Council approve the Lincoln/Lancaster County EMS Oversight Authority agreement for emergency medical control and oversight services. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle:  
Aye Aye: 3, No: 0

3.B. Discuss and provide a recommendation to the City Council on authorizing the disposal of pumper/tanker #98.

Recommend City Council authorize the disposal of pumper/tanker #98. Carried with a motion by Dale Strehle and a second by Ryan Hinz.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle:  
Aye Aye: 3, No: 0

Chief Allen reported that they would advertise the sale of the pumper/tanker when the new unit is in service. The potential value is approximately \$50,000.

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:07pm.

Recorded by City Clerk Judi Meyer

**CITY OF CRETE, NEBRASKA  
CITY COUNCIL PUBLIC WORKS COMMITTEE  
MEETING MINUTES OF JULY 28, 2020**

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

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

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

**1. Open Meeting**

Public Works Committee Chair Dale Strehle called the meeting to order at 5:00pm.

**2. Roll Call**

Travis Sears: Absent

Brian Carnes: Present

Dale Strehle: Present

Present: 2, Absent: 1.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, City Attorney Kyle Manley, Finance Director Jerry Wilcox, Mayor Dave Bauer, other City Council members, members of the public.

**3. Items of Business**

3.A. Discuss the relationship between the City and BRAC and risk mitigation. Tom Ourada summarized the changes proposed in the amendment to the MOU between the City and BRAC. Two proposed changes include an increase in the amount of funds loaned from the City to BRAC and the removal of repayment by BRAC for the purchase price of the Isis paid by the City. The City is concerned that the modified agreement provides no guarantees to the City. Possible remedies for this include BRAC taking out a bank loan and apply for loan guarantee funds from the Crete LB840 Program, or creating a binding agreement rather than an MOU between the City and BRAC.

3.A.1. Consider executing an amended Memorandum of Understanding with the Blue River Arts Council for Isis Theater renovations.  
Recommend City Council table amended MOU with BRAC for further information.  
Carried with a motion by Brian Carnes and a second by Dale Strehle.

Brian Carnes: Aye, Dale Strehle: Aye

Aye: 2, No: 0

Shaylene Smith of Crete, NE provided information regarding the proposed amended MOU.

3.A.2. Consider executing a contract with Tack Architects for \$37,500 for engineering and construction oversight services for Isis Theater renovations. Recommend City Council table contract with Tack Architects for further information. Carried with a motion by Brian Carnes and a second by Dale Strehle. Brian Carnes: Aye, Dale Strehle: Aye  
Aye: 2, No: 0

3.A.3. Consider executing a contract with Kingery Construction for an estimated \$552,000 for construction and renovation of the Isis Theater. Recommend City Council table contract with Kingery Construction for further information. Carried with a motion by Brian Carnes and a second by Dale Strehle. Brian Carnes: Aye, Dale Strehle: Aye  
Aye: 2, No: 0

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:55pm.

Recorded by City Clerk Judi Meyer

Report Criteria:  
Print Sequence Detail

Journal	Payee or Description	Date	Receipt Number	Receipt Amount
CRJE	TRASH BILLING	07/16/2020	1	359.63-
CRJE	TRASH BILLING	07/16/2020	1	359.63-
CRJE	TRASH BILLING	07/16/2020	1	359.62-
CRJE	ANIMAL FEES	07/16/2020	641	20.00-
CRJE	ANIMAL FEES	07/16/2020	641	2.50-
CRJE	ANIMAL FEES	07/16/2020	658	20.00-
CRJE	ANIMAL FEES	07/16/2020	658	1.25-
CRJE	ANIMAL FEES	07/16/2020	944	60.00-
CRJE	ANIMAL FEES	07/16/2020	944	7.50-
CRJE	ANIMAL FEES	07/16/2020	1045	30.00-
CRJE	PARKING	07/16/2020	1053	10.00-
CRJE	BUILDING PERMIT B20-64	07/16/2020	1056	48.00-
CRJE	BUILDING PERMIT B20-68	07/16/2020	1085	54.42-
CRJE	KENO INCOME	07/16/2020	1092	1,798.97-
CRJE	BUILDING PERMIT B20-66	07/16/2020	1144	48.00-
CRJE	KENO INCOME	07/16/2020	1372	2,339.90-
CRJE	SALE OF LOTS	07/16/2020	2214	900.00-
CRJE	INTERMENT	07/16/2020	2214	850.00-
CRJE	SALE OF LOTS	07/16/2020	2214	200.00-
CRJE	BUSINESS REGISTRATION	07/16/2020	2346	11.50-
CRJE	BUSINESS REGISTRATION	07/16/2020	2459	11.50-
CRJE	SOHUM HOTEL OCCUPATION TAX JUNE	07/16/2020	2477	477.34-
CRJE	ANIMAL FEES	07/16/2020	2558	10.00-
CRJE	ANIMAL FEES	07/16/2020	2558	1.25-
CRJE	BUILDING PERMIT B20-71	07/16/2020	3275	27.00-
CRJE	ANIMAL FEES	07/16/2020	3620	3.75-
CRJE	ANIMAL FEES	07/16/2020	3620	30.00-
CRJE	BUILDING PERMIT B20-63	07/16/2020	4043	27.00-
CRJE	CAMPGROUND FEES	07/16/2020	4607	10.00-
CRJE	CAMPGROUND FEES	07/16/2020	4608	20.00-
CRJE	PLUMBING LICENSE	07/16/2020	4676	50.00-
CRJE	DUE FROM OTHERS FUND	07/16/2020	5040	54.41-
CRJE	BUILDING PERMIT B20-61	07/16/2020	5279	56.56-
CRJE	ANIMAL FEES	07/16/2020	5607	20.00-
CRJE	ANIMAL FEES	07/16/2020	5607	1.25-
CRJE	PROPERTY TAXES	07/16/2020	6183	12,203.26-
CRJE	PROPERTY TAXES	07/16/2020	6183	6,756.15-
CRJE	PROPERTY TAXES	07/16/2020	6183	19,423.12-
CRJE	PROPERTY TAXES	07/16/2020	6183	646.00-
CRJE	PROPERTY TAXES	07/16/2020	6183	2,795.87-
CRJE	PROPERTY TAXES	07/16/2020	6183	977.29-
CRJE	PROPERTY TAXES	07/16/2020	6183	93.44-
CRJE	PROPERTY TAXES	07/16/2020	6183	403.98-
CRJE	PROPERTY TAXES	07/16/2020	6183	142.00-
CRJE	PROPERTY TAXES	07/16/2020	6183	13.59-
CRJE	SPECIAL ASSESSMENTS	07/16/2020	6202	5,153.91-
CRJE	ANIMAL FEES	07/16/2020	6258	1.25-
CRJE	ANIMAL FEES	07/16/2020	6258	10.00-
CRJE	INTERMENT	07/16/2020	7083	550.00-
CRJE	INTERMENT	07/16/2020	7083	850.00-
CRJE	ANIMAL FEES	07/16/2020	7090	3.75-
CRJE	ANIMAL FEES	07/16/2020	7090	30.00-
CRJE	BUILDING PERMIT B20-69	07/16/2020	7666	27.00-
CRJE	BUILDING PERMIT B20-62	07/16/2020	7667	48.00-

Journal	Payee or Description	Date	Receipt Number	Receipt Amount
CRJE	BUILDING PERMIT B20-65	07/16/2020	7668	48.00-
CRJE	BUILDING PERMIT B20-59	07/16/2020	7669	27.00-
CRJE	FENCE PERMIT F20-	07/16/2020	7670	16.00-
CRJE	BUSINESS REGISTRATION	07/16/2020	7671	11.50-
CRJE	CAMPGROUND FEES	07/16/2020	7672	390.00-
CRJE	ANIMAL FEES	07/16/2020	7673	40.00-
CRJE	ANIMAL FEES	07/16/2020	7673	3.75-
CRJE	PARKING	07/16/2020	7673	60.00-
CRJE	PARKING	07/16/2020	7674	20.00-
CRJE	MISC.	07/16/2020	7674	.50-
CRJE	PARKING	07/16/2020	7675	180.00-
CRJE	ANIMAL FEES	07/16/2020	7675	420.00-
CRJE	ANIMAL FEES	07/16/2020	7675	31.25-
CRJE	ANIMAL FEES	07/16/2020	7675	80.00-
CRJE	ANIMAL FEES	07/16/2020	7675	103.35-
CRJE	BUILDING PERMIT B20-67	07/16/2020	10549	142.16-
CRJE	BUSINESS REGISTRATION	07/16/2020	12855	11.50-
CRJE	MECHANICAL PERMIT M20-17	07/16/2020	14423	21.50-
CRJE	VEHICLE IMPOUND	07/16/2020	28458	175.00-
CRJE	LEASE	07/16/2020	54816	1.00-
CRJE	REFUND	07/16/2020	74220	237.30-
CRJE	COPIES	07/16/2020	42361376	5.00-
CRJE	COPIES	07/16/2020	105781076	5.00-
CRJE	ELECTRIC SURPLUS & FRANCHISE	07/23/2020	2	29,167.00-
CRJE	ELECTRIC SURPLUS & FRANCHISE	07/23/2020	2	10,000.00-
CRJE	WASTE CONNECTIONS FRANCHISE	07/23/2020	2	4,512.00-
CRJE	CRETE LODGING HOTEL OCCUPATION TAX JUNE	07/23/2020	2	3,498.83-
CRJE	AVALARA OCC TAX	07/23/2020	2	2.80-
CRJE	VONAGE 911 SURCHARGE	07/23/2020	2	1.00-
CRJE	VIAERO OCC TAX	07/23/2020	2	3.69-
CRJE	PUBLIC COMM OCC TAX	07/23/2020	2	3.59-
CRJE	UNITE 911 SURCHARG	07/23/2020	2	15.00-
CRJE	UNITE OCC TAX	07/23/2020	2	749.60-
CRJE	GRANITE 911 SURCHARGE	07/23/2020	2	96.00-
CRJE	CINGULAR OCC TAX	07/23/2020	2	29.12-
CRJE	SPRINT OCC TAX	07/23/2020	2	10.42-
CRJE	LEVEL 3 911 SURCHARGE	07/23/2020	2	2.00-
CRJE	AT&T OCC TAX	07/23/2020	2	4.69-
CRJE	TAX CONNECT OCC TAX	07/23/2020	2	152.93-
CRJE	COMPLIANCE OCC TAX	07/23/2020	2	.33-
CRJE	SPECTRUM OCC TAX	07/23/2020	2	30.61-
CRJE	SPECTRUM OCC TAX	07/23/2020	2	2,551.20-
CRJE	TWC OCC TAX	07/23/2020	2	25.40-
CRJE	SPECTRUM 911 SURCHARGE	07/23/2020	2	1,693.00-
CRJE	TG CUSTOM DESIGN PERMIT B20-70	07/23/2020	2	756.74-
CRJE	DONIS PERMIT B20-72	07/23/2020	2	48.00-
CRJE	MEJIO PERMIT B20-73	07/23/2020	2	27.00-
CRJE	PD PARKING	07/23/2020	2	20.00-
CRJE	TAX FUND RENT	07/23/2020	2	375.00-
CRJE	REVENUE FUND RENT	07/23/2020	2	1,225.00-
CRJE	PINNACLE INT 4403	07/24/2020	3	24.93-
CRJE	PINNACLE INT 4431	07/24/2020	3	24.93-
CRJE	PINNACLE INT 5395	07/24/2020	3	74.79-
CRJE	PINNACLE INT 5450	07/24/2020	3	87.26-
CRJE	PINNACLE INT 5330	07/24/2020	3	124.66-
CRJE	PINNACLE INT 4423	07/24/2020	3	278.24-
CRJE	PINNACLE INT 3816	07/24/2020	3	49.86-

Journal	Payee or Description	Date	Receipt Number	Receipt Amount
CRJE	PINNACLE INT 4654	07/24/2020	3	124.66-
CRJE	PINNACLE INT 4423	07/24/2020	3	67.27-
CRJE	BCBS144646	07/24/2020	3	418.23-
CRJE	AETNA 336529	07/24/2020	3	198.46-
CRJE	WPS 651664	07/24/2020	3	356.73-
CRJE	CVFR 553854	07/24/2020	3	1,111.96-
CRJE	CVFR 093250	07/24/2020	3	212.79-
CRJE	WPS 667690	07/24/2020	3	651.00-
CRJE	PAY PLUS 581901	07/24/2020	3	1,730.90-
CRJE	TRICARE 132733	07/24/2020	3	539.67-
CRJE	CVFR 993118	07/24/2020	3	100.00-
CRJE	PAY PLUS 160088	07/24/2020	3	20.00-
CRJE	NE CLAIMS 335166	07/24/2020	3	177.30-
CRJE	CVFR 564106	07/24/2020	3	2,360.23-
CRJE	BCBS 159300	07/24/2020	3	599.76-
CRJE	HORVATH TOWER RENT	07/24/2020	3	750.00-
CRJE	NDOR MOTOR VEHICLE FEES	07/24/2020	3	12,008.29-
CRJE	NDOR HIGHWAY ALLOCATIONS	07/24/2020	3	42,895.35-
CRJE	PAYPORT PARKING 49028958	07/24/2020	3	10.00-
CRJE	PAYPORT ANIMAL FEES 49060422	07/24/2020	3	2.50-
CRJE	PAYPORT ANIMAL FEES 49060422	07/24/2020	3	30.00-
CRJE	KAPOR ANIMAL FEES 49112878	07/24/2020	3	2.50-
CRJE	KAPOR ANIMAL FEES 49112878	07/24/2020	3	20.00-
CRJE	PAYPORT COPIES 49118438	07/24/2020	3	5.00-
CRJE	FAHRNBRUCH VET BRICK 49181146	07/24/2020	3	75.00-
CRJE	FAHRNBRUCH VET BRICK 49181566	07/24/2020	3	75.00-
CRJE	DAVISON ANIMAL FEES 49259974	07/24/2020	3	1.25-
CRJE	DAVISON ANIMAL FEES 49259974	07/24/2020	3	10.00-
CRJE	LARIOS ANIMAL FEES 49274298	07/24/2020	3	1.25-
CRJE	LARIOS ANIMAL FEES 49274298	07/24/2020	3	10.00-
CRJE	SANDOVAL REPLACEMENT 49303082	07/24/2020	3	17.45-
CRJE	MILLER REPLACEMENT 49333106	07/24/2020	3	22.95-
CRJE	PAYPORT PARKING 49308746	07/24/2020	3	10.00-
CRJE	HIDALGO ANIMAL FEES 49326010	07/24/2020	3	2.50-
CRJE	HIDALGO ANIMAL FEES 49326010	07/24/2020	3	20.00-
CRJE	PAYPORT ANIMAL FEES 49334122	07/24/2020	3	1.25-
CRJE	PAYPORT ANIMAL FEES 49334122	07/24/2020	3	10.00-
CRJE	PAYPORT PARKING 49360582	07/24/2020	3	20.00-
CRJE	STREETER PERMIT P20-29	07/24/2020	3	36.50-
CRJE	GARCIA ANIMAL FEES 49441230	07/24/2020	3	1.25-
CRJE	GARCIA ANIMAL FEES 49441230	07/24/2020	3	20.00-
CRJE	PAYPORT ANIMAL FEES 49451182	07/24/2020	3	1.25-
CRJE	PAYPORT ANIMAL FEES 49451182	07/24/2020	3	10.00-
CRJE	MARCELINO PARKING 49523922	07/24/2020	3	20.00-
CRJE	MEYER ANIMAL FEES 49513550	07/24/2020	3	1.25-
CRJE	MEYER ANIMAL FEES 49513550	07/24/2020	3	10.00-
CRJE	RENNER LIBRARY LOAN 49573250	07/24/2020	3	2.66-
CRJE	PAYPORT ANIMAL FEES 49542418	07/24/2020	3	3.75-
CRJE	PAYPORT ANIMAL FEES 49542418	07/24/2020	3	40.00-
CRJE	SHORTRIGE PERMIT M20-19 49601022	07/24/2020	3	43.00-
CRJE	SHANER ANIMAL FEES 49602642	07/24/2020	3	10.00-
CRJE	SHANER ANIMAL FEES 49602642	07/24/2020	3	1.25-
CRJE	PAYPORT VEHICLE IMPOUND 49609034	07/24/2020	3	265.50-
CRJE	MEAN CAPACITY PAYMENT	07/27/2020	4	12,302.00-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	74,185.39-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	370.93-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	74,556.32

Journal	Payee or Description	Date	Receipt Number	Receipt Amount
CRJE	SALES TAX RECEIPTS	07/27/2020	4	21,000.00-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	5,592.70-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	10,500.00-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	37,092.70-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	37,092.70
CRJE	SALES TAX RECEIPTS	07/27/2020	4	370.93-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	370.93
CRJE	SALES TAX RECEIPTS	07/27/2020	4	3,672.18-
CRJE	SALES TAX RECEIPTS	07/27/2020	4	3,672.18
CRJE	FAIRFIELD UTILITY PAYMENT WRONG ACCOUNT	07/30/2020	15	3,498.83
CRJE	TAX FUND SALES TAX 89650	07/31/2020	5	42.15-
CRJE	CBT INT 5777 197708	07/31/2020	5	224.38-
CRJE	CBT INT 6161 197712	07/31/2020	5	536.03-
CRJE	CBT INT 5981 197714	07/31/2020	5	536.03-
CRJE	CASH PARKING 7678	07/31/2020	6	60.00-
CRJE	CASH ANIMAL FEES 7678	07/31/2020	6	90.00-
CRJE	CASH ANIMAL FEES 7678	07/31/2020	6	7.50-
CRJE	CASH BROWN PERMIT 7679	07/31/2020	6	16.00-
CRJE	HENNING DOG FEES 2046	07/31/2020	6	20.00-
CRJE	HENNING DOG FEES 2046	07/31/2020	6	2.50-
CRJE	HOCHSTETLER PARKING 2008	07/31/2020	6	10.00-
CRJE	TMOBILE OCC TAX 14138296	07/31/2020	6	6.03-
CRJE	METROPCS OCC TAX 14138295	07/31/2020	6	1.07-
CRJE	HENRY PERMIT P20-32 240391	07/31/2020	6	150.00-
CRJE	STATE FARM OCC TAX 297518A	07/31/2020	6	5.00-
CRJE	FAIRFIELD JUNE OCC TAX 1128	07/31/2020	6	2,557.98-
CRJE	BEN'S IRON SALVAGE 1388	07/31/2020	6	312.80-
CRJE	SOMEPLACE ELSE BUS REG 3670	07/31/2020	6	11.50-
CRJE	FREY PERMIT B20-74 3577	07/31/2020	6	27.00-
CRJE	TABITHA BUS REG 211817	07/31/2020	6	11.50-
CRJE	POSTMASTER REFUND 420101758	07/31/2020	6	101.14-
CRJE	OOMA OCC TAX 132294	07/31/2020	6	12.10-
CRJE	PAY PLUS 905329	07/31/2020	7	415.08-
CRJE	CVFR 552382	07/31/2020	7	50.00-
CRJE	COED SOFTBALL788494	07/31/2020	7	425.00-
CRJE	COED SOFTBALL788494	07/31/2020	7	12.63
CRJE	CVFR 72920	07/31/2020	7	1,559.00-
CRJE	CVFR 73020	07/31/2020	7	93.31-
CRJE	BCBS 164448	07/31/2020	7	468.36-
CRJE	COED SOFTBALL X2C6L1	07/31/2020	7	425.00-
CRJE	COED SOFTBALL X2C6L1	07/31/2020	7	12.63
CRJE	AETNA 001083	07/31/2020	7	562.79-
CRJE	WPS 743007	07/31/2020	7	3,699.58-
CRJE	PINNACLE INT 0025	07/31/2020	7	28.64-
CRJE	STATE PAYMENT	07/31/2020	7	120.55-
CRJE	ANIMAL FEES 49674226	07/31/2020	7	20.00-
CRJE	ANIMAL FEES 49674226	07/31/2020	7	1.25-
CRJE	WOODEN PARKING 49748954	07/31/2020	7	20.00-
Grand Totals:				<u><u>239,740.56-</u></u>

Journal	Payee or Description	Date	Receipt Number	Receipt Amount
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Report Criteria:

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Name	Invoice	Seq	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
AFLAC	08 20	1	ELECTIVE COVERAGE	07/31/2020	07/31/2020	4.15		07/20	401-9620
Total AFLAC (55):						4.15			
AIRPORT AUTHORITY	49801046	1	WRONG ACCOUNT-COR	07/29/2020	08/04/2020	483.16		00/00	001-4904
Total AIRPORT AUTHORITY (5592):						483.16			
ALL COPY PRODUCTS INC	AR2959800	1	PERSONAL PROTECTIVE	07/22/2020	08/04/2020	205.64		00/00	701-5541
ALL COPY PRODUCTS INC	419371471	1	KONICA LEASE	07/10/2020	08/04/2020	241.88		00/00	701-9740
Total ALL COPY PRODUCTS INC (100):						447.52			
AMERITAS	08 20	1	VISION INSURANCE	07/31/2020	07/31/2020	25.00		07/20	201-9620
AMERITAS	08 20	2	VISION INSURANCE	07/31/2020	07/31/2020	12.50		07/20	401-9620
AMERITAS	08 20	3	VISION INSURANCE	07/31/2020	07/31/2020	4.88		07/20	101-9620
AMERITAS	08 20	4	VISION INSURANCE	07/31/2020	07/31/2020	4.00		07/20	701-9620
AMERITAS	08 20	5	VISION INSURANCE	07/31/2020	07/31/2020	4.00		07/20	521-9620
Total AMERITAS (190):						50.38			
BAKER & TAYLOR	2035364988	1	BOOKS	07/17/2020	08/04/2020	37.11		00/00	701-5691
BAKER & TAYLOR	2035366009	1	BOOKS	07/17/2020	08/04/2020	31.86		00/00	701-5691
BAKER & TAYLOR	2035368134	1	BOOKS	07/18/2020	08/04/2020	87.17		00/00	701-5691
BAKER & TAYLOR	2035368842	1	BOOKS	07/20/2020	08/04/2020	264.09		00/00	701-5691
Total BAKER & TAYLOR (370):						420.23			
BARKING DOG INTERPRETIVE DESIGN INC	BD15076	1	PRAIRIE GRASS IDENTIF	07/23/2020	08/04/2020	494.61		00/00	701-6215
BARKING DOG INTERPRETIVE DESIGN INC	14875	1	PRAIRIE GRASS IDENTIF	07/29/2020	08/04/2020	495.01		00/00	701-6215
Total BARKING DOG INTERPRETIVE DESIGN INC (385):						989.62			
BEATRICE CONCRETE CO.	1B 26718	1	ROCK	07/17/2020	08/04/2020	390.61		00/00	401-5980
BEATRICE CONCRETE CO.	1B 26720	1	GRAVEL/ROCK	07/17/2020	08/04/2020	1,126.79		00/00	401-5980
BEATRICE CONCRETE CO.	1B 26721	1	CURE/SEALER FOR CON	07/17/2020	08/04/2020	480.00		00/00	401-5980
BEATRICE CONCRETE CO.	C1 595155	1	CONCRETE	07/15/2020	08/04/2020	422.50		00/00	401-5980
BEATRICE CONCRETE CO.	C1 595431	1	CONCRETE	07/17/2020	08/04/2020	638.35		00/00	002-2581
BEATRICE CONCRETE CO.	C1 595432	1	PAD FOR GENERATOR	07/17/2020	08/04/2020	69.60		00/00	501-5330

Name	Invoice	Seq	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
Total BEATRICE CONCRETE CO. (440):						3,127.85			
BLACK HILLS ENERGY	02465	1	UTILITY-1515 FOREST	07/27/2020	08/04/2020	385.17		00/00	701-7530
BLACK HILLS ENERGY	02466	1	UTILITY-485 S MAIN AVE	07/27/2020	08/04/2020	21.42		00/00	003-7530
BLACK HILLS ENERGY	02467	1	UTILITY-137 W 13TH ST	07/27/2020	08/04/2020	22.70		00/00	810-5210
BLACK HILLS ENERGY	02468	1	UTILITY-239 E 13TH ST	07/27/2020	08/04/2020	21.42		00/00	501-7530
BLACK HILLS ENERGY	03137	1	UTILITY-1426 MAIN	07/27/2020	08/04/2020	21.42		00/00	502-7530
Total BLACK HILLS ENERGY (495):						472.13			
BORDER STATES	920307237	1	SPLICE TUBING, 600V, 48	07/14/2020	08/04/2020	180.71		00/00	001-1500
Total BORDER STATES (555):						180.71			
C & C CONSULTANTS	4178	1	LIBRARY CHILLER NOISE	07/26/2020	08/04/2020	2,100.00		00/00	532-6482
Total C & C CONSULTANTS (5593):						2,100.00			
CDW GOVERNMENT INC.	ZLT6897	1	DISPLAY PORT	07/20/2020	08/04/2020	25.16		00/00	701-6050
Total CDW GOVERNMENT INC. (750):						25.16			
CITY REVENUE FUND	71520	1	BILLING FEES	07/15/2020	08/04/2020	1,082.88		00/00	511-4012
Total CITY REVENUE FUND (860):						1,082.88			
CLINE WILLIAMS LLP	307917	1	LEGAL SERVICES	07/08/2020	08/04/2020	514.50		00/00	802-5386
CLINE WILLIAMS LLP	307996	1	LEGAL SERVICES	07/09/2020	08/04/2020	55.00		00/00	101-5384
Total CLINE WILLIAMS LLP (895):						569.50			
CRETE ACE HARDWARE	B583073	1	WATER TREATMENT SU	07/21/2020	08/04/2020	21.15		00/00	002-7201
CRETE ACE HARDWARE	B583061	1	PAINT AND BULBS	07/21/2020	08/04/2020	106.66		00/00	522-5330
CRETE ACE HARDWARE	A576838	1	CONDUIT FOR EMERGE	07/08/2020	08/04/2020	29.66		00/00	001-9990
CRETE ACE HARDWARE	A577044	1	CONDUIT FOR EMERGE	07/10/2020	08/04/2020	25.79		00/00	001-9990
CRETE ACE HARDWARE	B582960	1	HARDWARE FOR EMERG	07/20/2020	08/04/2020	21.34		00/00	001-9990
CRETE ACE HARDWARE	B583012	1	MOWER PARTS	07/21/2020	08/04/2020	42.99		00/00	601-5791
CRETE ACE HARDWARE	B583065	1	REPAIR PARTS FOR EQU	07/21/2020	08/04/2020	26.54		00/00	401-6020
CRETE ACE HARDWARE	B583065	2	SHOP TOWELS	07/21/2020	08/04/2020	14.71		00/00	401-5541
CRETE ACE HARDWARE	A578657	1	CLEANING SUPPLIES	07/30/2020	08/04/2020	39.52		00/00	201-5329

Name	Invoice	Seq	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
Total CRETE ACE HARDWARE (1060):						328.36			
CRETE FOODMART	7544	1	LAB SUPPLIES	07/21/2020	08/04/2020	26.04		00/00	003-7282
CRETE FOODMART	0050094809	1	SUPPLIES	05/16/2020	08/04/2020	7.56		00/00	701-5541
CRETE FOODMART	0050094809	2	SUPPLIES	05/16/2020	08/04/2020	11.77		00/00	701-5541
CRETE FOODMART	0050094809	3	SUPPLIES	05/16/2020	08/04/2020	44.76		00/00	702-5692
Total CRETE FOODMART (1095):						90.13			
EAKES OFFICE SOLUTIONS	8067297-0	1	BILLING ENVELOPES	07/27/2020	08/04/2020	261.78		00/00	001-9900
EAKES OFFICE SOLUTIONS	8067297-0	2	BILLING ENVELOPES	07/27/2020	08/04/2020	261.00		00/00	002-9900
EAKES OFFICE SOLUTIONS	8067297-0	3	BILLING ENVELOPES	07/27/2020	08/04/2020	261.00		00/00	003-9900
EAKES OFFICE SOLUTIONS	8071376-0	1	OFFICE SUPPLIES	07/23/2020	08/04/2020	13.52		00/00	101-9900
EAKES OFFICE SOLUTIONS	8071376-0	2	OFFICE SUPPLIES	07/23/2020	08/04/2020	13.52		00/00	401-9900
EAKES OFFICE SOLUTIONS	8071376-0	3	OFFICE SUPPLIES	07/23/2020	08/04/2020	13.54		00/00	001-9900
EAKES OFFICE SOLUTIONS	8071376-0	4	OFFICE SUPPLIES	07/23/2020	08/04/2020	13.52		00/00	002-9900
EAKES OFFICE SOLUTIONS	8071376-0	5	OFFICE SUPPLIES	07/23/2020	08/04/2020	13.52		00/00	003-9900
EAKES OFFICE SOLUTIONS	8072357-0	1	OFFICE SUPPLIES	07/23/2020	08/04/2020	21.99		00/00	701-9900
Total EAKES OFFICE SOLUTIONS (1475):						873.39			
ELEVATE AIR SERVICE LLC	07 20	1	AIRPORT MANAGEMENT	08/01/2020	08/03/2020	4,166.67		08/20	050-6199
ELEVATE AIR SERVICE LLC	07 20	2	OIL SOLD ON AA CC	08/01/2020	08/03/2020	30.00		08/20	050-4904
ELEVATE AIR SERVICE LLC	07 20	3	OIL SOLD ON AA CC	08/01/2020	08/03/2020	69.00		08/20	050-4904
ELEVATE AIR SERVICE LLC	07 20	4	CASH FUEL SALES	08/01/2020	08/03/2020	4.44		08/20	050-4102
Total ELEVATE AIR SERVICE LLC (1525):						4,261.23			
ENVISIONWARE INC	INV-US-4885	1	SOFTWARE RENEWAL	07/22/2020	08/04/2020	345.00		00/00	701-6050
Total ENVISIONWARE INC (1645):						345.00			
FIRST WIRELESS	112744	1	RADIO REPLACED	07/17/2020	08/04/2020	2,272.50		00/00	201-9990
FIRST WIRELESS	WT59354	1	RADIO REPAIR	07/13/2020	08/04/2020	899.50		00/00	201-9990
Total FIRST WIRELESS (1785):						3,172.00			
GILMORE & ASSOCIATES INC	37520	1	PRJ #226.344 BELOHLAV	07/29/2020	08/04/2020	1,900.00		00/00	003-2000

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Total GILMORE & ASSOCIATES INC (1955):						1,900.00			
HEARTLAND NATURAL GAS	77059	1	UTILITY-210 E 14TH	06/25/2020	08/04/2020	5.81		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):						5.81			
JEO CONSULTING GROUP INC.	118213	1	R160333.00 CRETE WAT	07/23/2020	08/04/2020	8,000.00		00/00	002-2000
Total JEO CONSULTING GROUP INC. (2425):						8,000.00			
LINCOLN JOURNAL STAR	926736	1	PLANNING COMMISSION	07/22/2020	08/04/2020	46.65		00/00	101-5480
LINCOLN JOURNAL STAR	927476	1	HIGHLAND FIRE NOTICE	07/22/2020	08/04/2020	12.44		00/00	101-4904
Total LINCOLN JOURNAL STAR (2780):						59.09			
MANHATTAN LIFE ASSURANCE CO	08 20	1	ELECTIVE COVERAGE	07/31/2020	07/31/2020	7.21		07/20	201-9620
Total MANHATTAN LIFE ASSURANCE CO (2960):						7.21			
MAX I. WALKER UNIFORM & APPAREL	1090226	1	UNIFORMS	07/22/2020	08/04/2020	58.25		00/00	003-9640
Total MAX I. WALKER UNIFORM & APPAREL (3035):						58.25			
MEYER, JUDI	72120	1	REIMBURSEMENTS	07/21/2020	08/04/2020	26.46		00/00	101-5390
MEYER, JUDI	72120	2	REIMBURSEMENTS	07/21/2020	08/04/2020	80.00		00/00	101-7530
Total MEYER, JUDI (3135):						106.46			
MID-STATE ENGINEERING & TESTING INC	18836	1	DRILLING & SAMPLING-B	06/30/2020	08/04/2020	2,049.00		00/00	003-2000
Total MID-STATE ENGINEERING & TESTING INC (5595):						2,049.00			
MUNICIPAL ENERGY AGENCY OF NEBRASKA	300925	1	PURCHASED POWER-NM	07/22/2020	08/04/2020	617,528.33		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	300925	2	WHEELING EXPENSE	07/22/2020	08/04/2020	82,692.05		00/00	001-7820
MUNICIPAL ENERGY AGENCY OF NEBRASKA	300925	3	PURCHASED POWER-OT	07/22/2020	08/04/2020	6.33		00/00	001-7270
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):						700,226.71			
MUTUAL OF OMAHA	1107296332	1	LIFE INSURANCE	07/31/2020	07/31/2020	28.67		07/20	101-9620
MUTUAL OF OMAHA	1107296332	2	LIFE INSURANCE	07/31/2020	07/31/2020	43.00		07/20	201-9620

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MUTUAL OF OMAHA	1107296332	3	LIFE INSURANCE	07/31/2020	07/31/2020	20.07		07/20	401-9620
MUTUAL OF OMAHA	1107296332	4	LIFE INSURANCE	07/31/2020	07/31/2020	106.07		07/20	301-9620
MUTUAL OF OMAHA	1107296332	5	LIFE INSURANCE	07/31/2020	07/31/2020	17.20		07/20	701-9620
MUTUAL OF OMAHA	1107296332	6	LIFE INSURANCE	07/31/2020	07/31/2020	5.73		07/20	521-9620
MUTUAL OF OMAHA	1107296332	7	LIFE INSURANCE	07/31/2020	07/31/2020	2.87		07/20	721-9620
MUTUAL OF OMAHA	1107296332	8	LIFE INSURANCE	07/31/2020	07/31/2020	28.67		07/20	001-9620
MUTUAL OF OMAHA	1107296332	9	LIFE INSURANCE	07/31/2020	07/31/2020	14.33		07/20	002-9620
MUTUAL OF OMAHA	1107296332	10	LIFE INSURANCE	07/31/2020	07/31/2020	11.47		07/20	003-9620
Total MUTUAL OF OMAHA (3330):						278.08			
NAPA AUTO PARTS	017703	1	HEAT SHRINK	07/13/2020	08/04/2020	10.11		00/00	001-8060
NAPA AUTO PARTS	017870	1	SERVICE PARTS	07/15/2020	08/04/2020	317.86		00/00	001-8460
NAPA AUTO PARTS	018333	1	SERVICE PARTS	07/22/2020	08/04/2020	177.99		00/00	002-8460
NAPA AUTO PARTS	018353	1	SERVICE PARTS	07/22/2020	08/04/2020	87.31		00/00	002-8460
NAPA AUTO PARTS	018815	1	WIPER BLADES	07/29/2020	08/04/2020	37.98		00/00	201-5791
Total NAPA AUTO PARTS (3345):						631.25			
NE DEPT OF TRANSPORTATION	0643342	1	BRM-7075(24) TUXEDO P	07/15/2020	08/04/2020	10,361.07		00/00	532-6487
Total NE DEPT OF TRANSPORTATION (3420):						10,361.07			
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	529774	1	LAB	07/20/2020	08/04/2020	17.00		00/00	003-7282
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):						17.00			
NICK DICE PROMOTIONS	161132	1	LB840 PROGRAM CORN	07/21/2020	08/04/2020	410.13		00/00	801-5753
Total NICK DICE PROMOTIONS (5594):						410.13			
OLSSON	362782	1	PRJ#003-0672 SCADA	07/23/2020	08/04/2020	1,040.07		00/00	001-9910
OLSSON	362782	2	PRJ#003-0672 SCADA	07/23/2020	08/04/2020	1,040.07		00/00	002-9910
OLSSON	362782	3	PRJ#003-0672 SCADA	07/23/2020	08/04/2020	1,040.07		00/00	003-9910
Total OLSSON (3775):						3,120.21			
PITNEY BOWES	1016014764	1	POSTAL MONTHLY FEE	07/12/2020	08/04/2020	35.48		00/00	201-9650
PITNEY BOWES	JUNE 2020	1	POSTAGE	07/12/2020	08/04/2020	300.00		00/00	201-9650

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Total PITNEY BOWES (3995):						335.48			
PRESTO-X	7289328	1	PEST CONTROL-1945 FO	07/10/2020	08/04/2020	60.00		00/00	201-5329
Total PRESTO-X (4050):						60.00			
SACK LUMBER CO	2007-190914	1	10X3 BRONZE SCREWS	07/22/2020	08/04/2020	39.99		00/00	002-2581
Total SACK LUMBER CO (4385):						39.99			
SCHINDLER ELEVATOR CORP	8105387198	1	INSPECTION CONTRACT	08/01/2020	08/04/2020	166.11		00/00	501-5330
Total SCHINDLER ELEVATOR CORP (4530):						166.11			
SEWARD COUNTY INDEPENDENT	125069	1	COUNCIL PUBLICATIONS	07/22/2020	08/04/2020	141.67		00/00	101-5390
SEWARD COUNTY INDEPENDENT	125069	2	LIQUOR LICENSE PUBLI	07/22/2020	08/04/2020	81.02		00/00	101-4904
Total SEWARD COUNTY INDEPENDENT (4590):						222.69			
SKALA'S O.K. TIRE STORE INC.	0059947	1	TIRE REPAIR	07/21/2020	08/04/2020	20.00		00/00	401-5810
Total SKALA'S O.K. TIRE STORE INC. (4670):						20.00			
SOLOMON TRANSFORMERS LLC,	337507	1	SUBSTATION TRANSFOR	07/12/2020	08/04/2020	39,873.61		00/00	001-2500
SOLOMON TRANSFORMERS LLC,	337711	1	SUBSTATION TRANSFOR	07/28/2020	08/04/2020	4,267.75		00/00	001-2500
Total SOLOMON TRANSFORMERS LLC, (5582):						44,141.36			
SPEECE LEWIS ENGINEERS	10452	1	BRIDGE INSPECTION	07/08/2020	08/04/2020	1,100.00		00/00	401-9860
Total SPEECE LEWIS ENGINEERS (4735):						1,100.00			
STEVENSON, JOY	72420	1	REIMBURSEMENTS	07/24/2020	08/04/2020	73.84		00/00	701-9760
Total STEVENSON, JOY (4825):						73.84			
STORK, BRIAN	72020	1	REIMBURSEMENTS	07/20/2020	08/04/2020	81.69		00/00	201-9760
Total STORK, BRIAN (4845):						81.69			

Name	Invoice	Seq	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
SYNCHRONY BANK/AMAZON	4496549873	1	BOOKS	06/25/2020	08/04/2020	11.59		00/00	701-5691
SYNCHRONY BANK/AMAZON	4466555898	1	BOOKS	06/24/2020	08/04/2020	15.89		00/00	701-5691
SYNCHRONY BANK/AMAZON	4674874354	1	BOOKS	06/25/2020	08/04/2020	21.75		00/00	701-5691
SYNCHRONY BANK/AMAZON	4345646949	1	BOOKS	06/25/2020	08/04/2020	50.76		00/00	701-5691
SYNCHRONY BANK/AMAZON	7734965947	1	BOOKS	06/25/2020	08/04/2020	268.77		00/00	701-5691
SYNCHRONY BANK/AMAZON	9458943784	1	FACEMASKS	06/24/2020	08/04/2020	299.40		00/00	701-6210
SYNCHRONY BANK/AMAZON	6045781700	1	CRAYONS	06/25/2020	08/04/2020	5.94		00/00	702-5692
SYNCHRONY BANK/AMAZON	6739634947	1	BOOKS	06/25/2020	08/04/2020	10.37		00/00	701-5691
SYNCHRONY BANK/AMAZON	5898787495	1	BOOKS	06/26/2020	08/04/2020	191.38		00/00	702-5692
SYNCHRONY BANK/AMAZON	7873687788	1	BOOKS	06/27/2020	08/04/2020	21.34		00/00	701-5691
SYNCHRONY BANK/AMAZON	4343335745	1	BOOKS	06/27/2020	08/04/2020	66.34		00/00	701-5693
SYNCHRONY BANK/AMAZON	4474697837	1	BOOKS	06/27/2020	08/04/2020	16.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	4939355953	1	BOOKS	06/27/2020	08/04/2020	10.04		00/00	701-5691
SYNCHRONY BANK/AMAZON	6847749568	1	BOOKS	06/27/2020	08/04/2020	64.96		00/00	701-5691
SYNCHRONY BANK/AMAZON	8497737736	1	BOOKS	06/30/2020	08/04/2020	19.42		00/00	701-5691
SYNCHRONY BANK/AMAZON	6487488548	1	BOOKS	06/30/2020	08/04/2020	36.82		00/00	701-5691
SYNCHRONY BANK/AMAZON	8749957953	1	SUPPLIES	07/03/2020	08/04/2020	30.45		00/00	701-9900
SYNCHRONY BANK/AMAZON	4469744348	1	BOOKS	07/06/2020	08/04/2020	16.67		00/00	701-5691
SYNCHRONY BANK/AMAZON	8995949388	1	BOOKS	07/07/2020	08/04/2020	8.50		00/00	701-5691
SYNCHRONY BANK/AMAZON	9879478736	1	BOOKS	07/07/2020	08/04/2020	19.49		00/00	701-5691
SYNCHRONY BANK/AMAZON	7747586757	1	BOOKS	07/07/2020	08/04/2020	69.49		00/00	701-5691
SYNCHRONY BANK/AMAZON	4356933455	1	BOOKS	07/08/2020	08/04/2020	24.30		00/00	701-5691
SYNCHRONY BANK/AMAZON	4674596878	1	BOOKS	07/08/2020	08/04/2020	17.45		00/00	701-5691
SYNCHRONY BANK/AMAZON	4543768564	1	BOOKS	07/09/2020	08/04/2020	20.62		00/00	701-5691
SYNCHRONY BANK/AMAZON	9855658865	1	BOOKS	07/09/2020	08/04/2020	22.92		00/00	701-5691
SYNCHRONY BANK/AMAZON	7988948749	1	BOOKS	07/09/2020	08/04/2020	12.96		00/00	701-5691
SYNCHRONY BANK/AMAZON	6335954345	1	BOOKS	07/10/2020	08/04/2020	95.00		00/00	701-5691
SYNCHRONY BANK/AMAZON	7394896534	1	BOOKS	07/10/2020	08/04/2020	17.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	4685353367	1	BOOKS	07/10/2020	08/04/2020	13.49		00/00	701-5691
SYNCHRONY BANK/AMAZON	6895398944	1	BOOKS	07/10/2020	08/04/2020	74.57		00/00	701-5691
SYNCHRONY BANK/AMAZON	4375766565	1	BOOKS	07/10/2020	08/04/2020	133.82		00/00	701-5691
SYNCHRONY BANK/AMAZON	5397637386	1	BOOKS	07/10/2020	08/04/2020	15.98		00/00	701-5691
SYNCHRONY BANK/AMAZON	4474599687	1	MONITOR STAND	07/10/2020	08/04/2020	14.97		00/00	701-6050
SYNCHRONY BANK/AMAZON	9834379738	1	BOOKS	07/11/2020	08/04/2020	67.77		00/00	701-5691
SYNCHRONY BANK/AMAZON	4394438855	1	BOOKS	07/11/2020	08/04/2020	26.86		00/00	701-5691
SYNCHRONY BANK/AMAZON	4598976785	1	BOOKS	07/14/2020	08/04/2020	62.39		00/00	701-5691
SYNCHRONY BANK/AMAZON	6358557465	1	SUPPLIES	07/16/2020	08/04/2020	45.87		00/00	701-6210
SYNCHRONY BANK/AMAZON	4436788757	1	BOOKS	07/20/2020	08/04/2020	84.08		00/00	701-5693
SYNCHRONY BANK/AMAZON	9885373778	1	BOOKS	07/20/2020	08/04/2020	32.59		00/00	701-5691
SYNCHRONY BANK/AMAZON	4398899379	1	BOOKS	07/21/2020	08/04/2020	16.80		00/00	701-5691
SYNCHRONY BANK/AMAZON	7749978663	1	BOOKS	07/21/2020	08/04/2020	19.96		00/00	701-5693

Name	Invoice	Seq	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
SYNCHRONY BANK/AMAZON	4658787785	1	BOOKS	07/23/2020	08/04/2020	11.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	71520	1	LATE FEE	07/15/2020	08/04/2020	35.00		00/00	701-8500
SYNCHRONY BANK/AMAZON	72520	1	INTEREST	07/25/2020	08/04/2020	67.23		00/00	701-8500
Total SYNCHRONY BANK/AMAZON (4910):						2,156.99			
TELLEZ, NANCY	72920	1	REIMBURSEMENTS	07/29/2020	08/04/2020	85.22		00/00	101-7530
TELLEZ, NANCY	72920	2	REIMBURSEMENTS	07/29/2020	08/04/2020	14.20		00/00	721-7530
TELLEZ, NANCY	72920	3	REIMBURSEMENTS	07/29/2020	08/04/2020	14.20		00/00	001-9660
TELLEZ, NANCY	72920	4	REIMBURSEMENTS	07/29/2020	08/04/2020	14.20		00/00	002-9660
TELLEZ, NANCY	72920	5	REIMBURSEMENTS	07/29/2020	08/04/2020	14.20		00/00	003-9660
Total TELLEZ, NANCY (4960):						142.02			
U.S. BANK	07 20	1	EAGLE PRINTING	07/23/2020	08/04/2020	45.00		00/00	701-6210
U.S. BANK	07 20	2	ARSL 56152	07/23/2020	08/04/2020	49.00		00/00	701-5400
U.S. BANK	07 20	3	LATE FEE	07/23/2020	08/04/2020	39.00		00/00	701-8500
U.S. BANK	07 20	4	INTEREST	07/23/2020	08/04/2020	5.07		00/00	701-8500
U.S. BANK	07 20 LR	1	LATE FEE	07/23/2020	08/04/2020	29.00		00/00	701-8500
U.S. BANK	07 20 LR	2	INTEREST	07/23/2020	08/04/2020	2.00		00/00	701-8500
U.S. BANK	JULY 2020 S	1	TOM CC, AMAZON 03410	06/24/2020	08/04/2020	29.98		00/00	003-9670
U.S. BANK	JULY 2020 S	2	TOM CC, AMAZON 08970	06/24/2020	08/04/2020	8.99		00/00	002-9660
U.S. BANK	JULY 2020 S	3	TOM CC, BATTERY UNIV	06/24/2020	08/04/2020	19.34		00/00	101-9900
U.S. BANK	JULY 2020 S	4	TOM CC, AMAZON 18978	06/24/2020	08/04/2020	19.99		00/00	002-9900
U.S. BANK	JULY 2020 S	5	TOM CC, NORTON AP265	06/24/2020	08/04/2020	48.92		00/00	001-9910
U.S. BANK	JULY 2020 S	6	TOM CC, NORTON AP265	06/24/2020	08/04/2020	26.33		00/00	002-9910
U.S. BANK	JULY 2020 S	7	TOM CC, NORTON AP265	06/24/2020	08/04/2020	26.33		00/00	003-9910
U.S. BANK	JULY 2020 S	8	TOM CC, NORTON AP265	06/24/2020	08/04/2020	7.53		00/00	101-6050
U.S. BANK	JULY 2020 S	9	TOM CC, NORTON AP265	06/24/2020	08/04/2020	7.53		00/00	201-6050
U.S. BANK	JULY 2020 S	10	TOM CC, NORTON AP265	06/24/2020	08/04/2020	7.52		00/00	721-6050
U.S. BANK	JULY 2020 S	11	TOM CC, NORTON AP265	06/24/2020	08/04/2020	26.33		00/00	401-6050
Total U.S. BANK (5170):						397.86			
UPS	R56414290	1	POSTAGE	07/18/2020	08/04/2020	12.36		00/00	003-9650
Total UPS (5240):						12.36			
VERIZON WIRELESS	9859296932	1	WWIRELESS PHONE	07/20/2020	08/04/2020	18.02		00/00	301-7530

Name	Invoice	Seq	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
Total VERIZON WIRELESS (5295):						18.02			
WILBER PLUMBING, HEATING & AIR	7446	1	REPAIR A/C UNIT	07/16/2020	08/04/2020	1,221.20		00/00	501-5330
Total WILBER PLUMBING, HEATING & AIR (5589):						1,221.20			
WINDSTREAM	08 20	1	PHONE LINES	07/20/2020	08/04/2020	898.52		00/00	202-5220
WINDSTREAM	08 20 LIB	1	PHONE LINES	07/22/2020	08/04/2020	252.96		00/00	701-7530
Total WINDSTREAM (5465):						1,151.48			
ZELLE	2663	1	HR CONSULTIING	07/31/2020	08/04/2020	277.88		00/00	101-5163
ZELLE	2663	2	HR CONSULTIING	07/31/2020	08/04/2020	902.59		00/00	201-5163
ZELLE	2663	3	HR CONSULTIING	07/31/2020	08/04/2020	416.63		00/00	401-5163
ZELLE	2663	4	HR CONSULTIING	07/31/2020	08/04/2020	69.38		00/00	601-5163
ZELLE	2663	5	HR CONSULTIING	07/31/2020	08/04/2020	277.88		00/00	701-5163
ZELLE	2663	6	HR CONSULTIING	07/31/2020	08/04/2020	138.75		00/00	521-5163
ZELLE	2663	7	HR CONSULTIING	07/31/2020	08/04/2020	138.75		00/00	721-5163
ZELLE	2663	8	HR CONSULTIING	07/31/2020	08/04/2020	625.13		00/00	001-9623
ZELLE	2663	9	HR CONSULTIING	07/31/2020	08/04/2020	625.13		00/00	002-9623
ZELLE	2663	10	HR CONSULTIING	07/31/2020	08/04/2020	277.88		00/00	003-9623
Total ZELLE (5570):						3,750.00			
Grand Totals:						801,344.76			

Report GL Period Summary

GL Period	Amount
07/20	339.82
08/20	4,261.23
00/00	796,743.71
Grand Totals:	801,344.76

Vendor number hash: 436177

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Vendor number hash - split:	647827		
Total number of invoices:	131		
Total number of transactions:	189		
Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	801,344.76	.00	801,344.76
Grand Totals:	<u>801,344.76</u>	<u>.00</u>	<u>801,344.76</u>

**AMENDMENT TO THE REDEVELOPMENT PLAN  
OF THE CITY OF CRETE, NEBRASKA  
(BELOHLAVY ESTATES REDEVELOPMENT PROJECT)**

The City of Crete, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for a certain redevelopment area identified as Redevelopment Area #2 (the “Redevelopment Area”) in the City of Crete, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by Hanna:Keelan Associates, P.C. in October of 2015 and approved by the City Council of the City on April 4, 2017. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the “Act”), the City created the Community Development Agency of the City of Crete (“CDA”), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify a specific project within the Redevelopment Area that will cause the removal of blight and substandard conditions on the sites located in the City of Crete, Nebraska, and legally described on the attached and incorporated Exhibit “A” (the “Project Site”).

**Description of the Project**

The project under consideration will consist of the construction of a new housing development, consisting of 24 affordable housing townhome rental units, 5 single family homes, and associated improvements (the “Project”).

**Project**

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

The Project Site is currently vacant and in need of redevelopment. The Project Site requires significant up-front costs, including site preparation and grading, installation of utilities, and street construction, in order to be developed. Because

of these additional upfront costs to prepare the property, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Dana Point Development Corporation (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project is intended to provide affordable housing for low-income households, with 24 low-income housing tax credit (“LIHTC”) duplex rental units, and 5 single family homes. Redeveloper will pay the costs of the private improvements, including the construction of the housing units. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: site preparation and grading, installation of utilities, street and sidewalk improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act.

### **Statutory Elements**

As described above, the project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit “B” and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

### **Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit “C” and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the Project are set forth in the Cost-Benefit Analysis.

### **Comprehensive Plan**

Several goals set forth in the City of Crete Comprehensive Plan will be furthered by this Project, including, but not limited to:

#### **Housing & Neighborhood Redevelopment**

**Goal 1: Community Housing Initiative.** The City of Crete should implement a Housing Initiative as a primary economic development activity. This Community Housing Initiative should include the development of up to 314 new housing units by 2024, including an estimated 184 owner housing units and 130 new rental units.

- **Action Step 1:** The City of Crete should continue to work directly with both public and private sectors to encourage the development of specific housing programs to meet the needs of the Community's current and future residents, with emphasis on housing for young families, the local workforce, retirees and special populations.

**Goal 2: New Housing Developments.** New housing developments in the City of Crete should address the needs of both owner- and renter households, of all age and income sectors, of varied price points.

- **Action Step 1:** Identify up to 185 acres of land for new residential development to meet the estimated need for 314 additional housing units by 2024. The City should develop housing in both new and developed areas of the Community.
- **Action Step 2:** Build an estimated 32 units of owner housing for households of low- to moderate-income, 104 units for moderate income households and an estimated 48 owner units for families and individuals of moderate- to upper-income.
- **Action Step 3:** Build an estimated 70 rental housing units for persons and families of very-low to moderate-income and an estimated 58 rental units for households of moderate- to upper-income.

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

- **Action Step 1:** The City and private builders should pursue funding from the Nebraska Investment Finance Authority and Nebraska Department of Economic Development.
- **Action Step 2:** The City of Crete should utilize Tax Increment Financing to assist in the financing of new housing developments, specifically public facility and utility requirements.

In addition, the future land use map set forth in the City of Crete Comprehensive Plan identifies the future land use of the Project Site as single family residential.

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

### **Additional Project Information**

The Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper would not undertake the Project as designed on the Project Site; and (ii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the

Nebraska Advantage Act.

Approved by the Community Development Agency, City of Crete, on this 4<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
\_\_\_\_\_, Chairman

**EXHIBIT "A"**  
**Legal Description of the Site**

The improvements for this Project shall be constructed on the property legally described as follows:

Lot One (1), Belohlavy Estates, an addition to the City of Crete, located in part of the Southwest Quarter (1/4) of Section 33, Township 8 North, Range 4 East of the 6<sup>th</sup> P.M., Saline County, Nebraska.

**EXHIBIT “B”**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development at the Project Site is the construction of 24 duplex affordable housing units and 5 single family homes, which will inherently increase population density in the project area. However, the Project is consistent with the Redevelopment Plan, which promotes housing development to meet demand in the City.

C. Land Coverage

The Project will consist of construction of 24 duplex affordable housing units and 5 single family homes on the approximately 6 acre Project Site, which is currently vacant. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Crete.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The Redeveloper will construct a cul-de-sac as part of the Project which should be sufficient for the intended use of the Project Site.

E. Parking

The construction of the Project will include enough parking stalls per housing unit to meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the I-1 Light Industrial zoning district. The Redeveloper will be responsible for obtaining a change of zone to a zoning district in which the intended use is a permitted use. In addition, the Redeveloper will subdivide the Project Site into 17 separate lots prior to construction of improvements on the Project Site. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Project.

**EXHIBIT “C”  
Cost-Benefit Analysis**

**COMMUNITY DEVELOPMENT AGENCY  
CITY OF CRETE, NEBRASKA  
BELOHLAVY ESTATES REDEVELOPMENT PROJECT**

**COST-BENEFIT ANALYSIS  
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Belohlavy Estates Redevelopment Project (the “Project”), as described on the attached Exhibit C-1, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

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

a.	Base Project Area Valuation:	\$170,000.00
b.	Projected Completed Project Assessed Valuation:	\$2,032,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$1,862,000.00
d.	Estimated Annual Projected Tax Shift:	\$41,000.00

*Note: The Projected Tax Shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.190328, which is the 2019 Saline County tax levy.*

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

a. Public infrastructure improvements and impacts:

The Redeveloper will make significant expenditures for acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$441,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The projected sources of the TIF indebtedness will be refined in the Redevelopment Agreement for this Project and are set forth in the TIF Sources chart on the attached Exhibit C-2. All expenditures financed by tax increment financing Indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project includes infrastructure improvements that will materially benefit other property in and around the City.

b. Local tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase

in property taxes to the City and other local taxing jurisdictions. The Project should also generate immediate tax growth for the City. It is anticipated that the tenants and owners of the housing units constructed will pay sales taxes on goods purchased in the City and will require and pay for City services. It is not anticipated that the Project will have a material adverse impact on such City services, but will generate revenue providing support for those services.

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

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The construction of 24 housing units on the Project Site will expand affordable housing options and types for the workforce population in the City. This will help the City meet the goals identified in the 2014 Crete Community Housing Study, which identified an estimated housing target demand of up to 314 housing units by 2024.

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

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

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

While the Project is anticipated to increase the student populations of school districts within the City, it is not anticipated that the Project will have a material adverse impact on the student populations of school districts within the City.

The school district will not receive the incremental taxes from the housing units built as part of the Project for as long as the incremental taxes are used to pay the TIF indebtedness. However, any state aid to education received by the school district should not be impacted by the use of tax increment financing. The state aid formula involves the assessed valuation of property in the school district and the use of tax increment financing does not count against the state aid that the school district receives.

Further, the increased value of the Project Site will ultimately benefit the school district. After the TIF indebtedness is paid, or at the end of the 15 year tax increment financing period, whichever is sooner, taxes on the increased valuation of the Project Site from the construction of the Project will be available to the school district. Lastly, since the Project would not occur but for the use of tax increment financing, there is no loss in prospective tax revenues to the school district.

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

The City of Crete Community Housing Study, completed in 2014, documents the demand for affordable housing for families of all income ranges in the City of Crete. The study identified the most critical housing issue in Crete to be the development of affordable housing for the local workforce population.

The demand for affordable housing is highlighted in the City of Crete Comprehensive Plan as well, which indicates that the City should encourage construction of safe, decent and affordable housing for all income ranges in order to address the shortage of such housing options in the City. At the time of adoption in 2014, the Comprehensive Plan set a goal of development of up to 314 new housing units by 2024, targeted toward both owner and renter household of all age and income sectors, at various price points. The proposed Project will help address the shortage of affordable housing in Crete, and will offer varied housing opportunities suitable to families of varying income ranges in the City of Crete.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

**6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Development Agency, City of Crete this 4<sup>th</sup> day of August, 2020ff.

\_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**EXHIBIT C-1**

**PROJECT INFORMATION**

The Project consists of capturing the incremental tax revenue created on the site legally described as:

Lot One (1), Belohlavy Estates, an addition to the City of Crete, located in part of the Southwest Quarter (1/4) of Section 33, Township 8 North, Range 4 East of the 6<sup>th</sup> P.M., Saline County, Nebraska.

**EXHIBIT C-2**

**PROJECTED TIF CALCULATIONS**

**PROJECTED TIF SOURCES**

**Summary:**

TIF Indebtedness: \$441,000

**TIF Sources Calculations:**

Assumptions:

Base Value:	\$170,000	Tax Levy (2019):	2.190328
Completed Value:	\$2,032,000	TIF Period (yrs):	15 years
		Discount Rate:	4.5%

Base Value Tax:	\$3,700
Completed Value Tax:	\$44,500
Annual Tax Increment:	\$40,800
Present Value:	\$441,000

# Crete, Nebraska

Blight & Substandard Determination Study  
Redevelopment Area #2.



Prepared for:

## The City of Crete, Nebraska.



**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

October, 2015

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**HANNA:KEELAN ASSOCIATES, P.C.  
COMMUNITY PLANNING & RESEARCH**

*COMPREHENSIVE PLANS & ZONING \* HOUSING STUDIES \*  
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING \*  
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS\**

*\*Lincoln, Nebraska\* 402.464.5383 \**

*\* Becky Hanna, Tim Keelan, Lonnie Dickson, AICP & Keith Carl \**

Crete, Nebraska  
Blight & Substandard Determination Study  
Redevelopment Area #2

# BLIGHT & SUBSTANDARD DETERMINATION STUDY

## *EXECUTIVE SUMMARY*

### Purpose of Study/Conclusion

The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law**, Section 18-2103, to the designated **Crete Redevelopment Area #2** in Crete, Nebraska. The results of this **Study** will assist the City in declaring the **Crete Redevelopment Area #2** as both **blighted and substandard**.

### Location

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17<sup>th</sup> Street, thence east along said extended line and continuing to the east along said north line of 17<sup>th</sup> Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13<sup>th</sup> Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12<sup>th</sup> Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel # 760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel # 760051062, then # 760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15<sup>th</sup> Street to its intersection with the east line of Idaho

Crete, Nebraska

Blight & Substandard Determination Study  
Redevelopment Area #2

Avenue, also known as the west Corporate Limit Line, thence north along said west Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

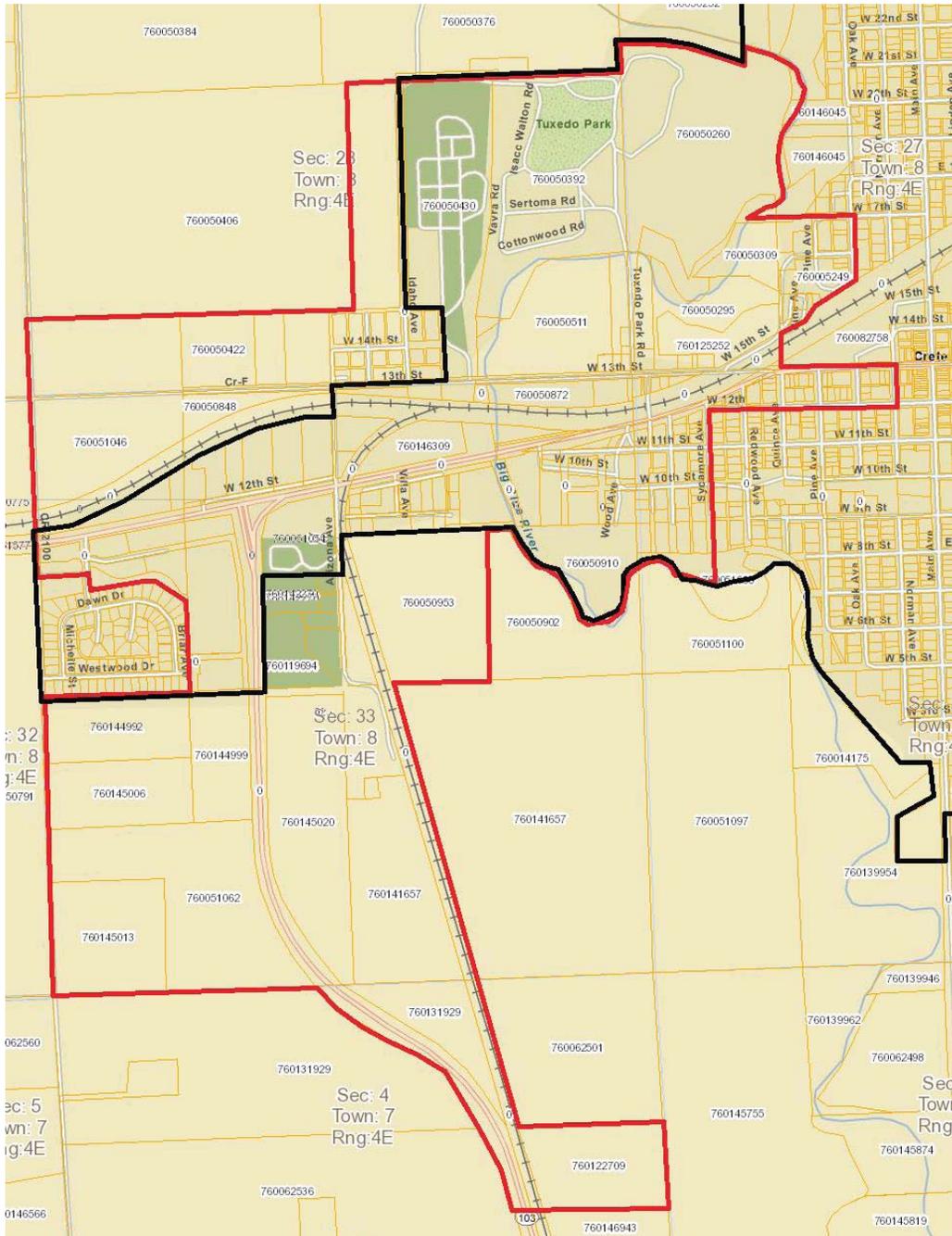
The referenced **Redevelopment Area #2**, in the City of Crete, Nebraska, includes the following 172 Parcel ID #s:

760000255	760000557	760009414	760019525	760050929	760125252
760000012	760000565	760009422	760019541	760050937	760129843
760000204	760000581	760009430	760019568	760050945	760129959
760000220	760000603	760009449	760019576	760050953	760131856
760000239	760000611	760009457	760019584	760050961	760138818
760000247	760000638	760009465	760019592	760050988	760139083
760000263	760000646	760009473	760019606	760050996	760139105
760000301	760000654	760009481	760019614	760051003	760140006
760000328	760003947	760009503	760019622	760051011	760140154
760000336	760004573	760015252	760019630	760051038	760140197
760000344	760005117	760015341	760050260	760051046	760141312
760000352	760005125	760015368	760050279	760051054	760141657
760000360	760005141	760015384	760050295	760051062	760142270
760000379	760005168	760015422	760050309	760052387	760143102
760000387	760005206	760015460	760050325	760052395	760144138
760000395	760005222	760019363	760050333	760052409	760144992
760000409	760005230	760019371	760050392	760064229	760144999
760000417	760005249	760019398	760050422	760064237	760145013
760000425	760006407	760019401	760050430	760065527	760145020
760000433	760006415	760019428	760050465	760082707	760145065
760000441	760009260	760019436	760050481	760082723	760145195
760000468	760009279	760019444	760050538	760082731	760145774
760000476	760009309	760019452	760050546	760114234	760145788
760000484	760009309	760019460	760050848	760119414	760145849
760000492	760009317	760019479	760050856	760119503	760146446
760000514	760009325	760019487	760050864	760119694	760146736
760000522	760009333	760019495	760050880	760119694	760146737
760000530	760009341	760019509	760050899	760119694	
760000549	760009376	760019517	760050910	760122709	

**Illustration 1, Context Map**, identifies the location of **Redevelopment Area #2** in relation to the City of Crete. Portions of the **Redevelopment Area** are located adjacent, but outside the Corporate Limits of Crete. The primary streets within the **Redevelopment Area** are the Highway 33/103 Corridor and west 13<sup>th</sup> Street.

# CONTEXT MAP

REDEVELOPMENT AREA #2  
CRETE, NEBRASKA



## LEGEND

- Redevelopment Area
- Boundary
- City of Crete Corporate Limits

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\* Lincoln, Nebraska \* 402.464.5383 \*

Crete, Nebraska  
Blight & Substandard Determination Study  
Redevelopment Area #2

This **blight and substandard evaluation** included a detailed **exterior structural survey of 185 individual structures**, a parcel-by-parcel field inventory, conversations with City of Crete staff and a review of available reports and documents containing information which could substantiate the existence of **blight and substandard conditions**.

### ***SUBSTANDARD AREA***

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or  
(b) The existence of conditions which endanger life or property by fire and other causes; or  
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

### ***BLIGHTED AREA***

As set forth in the Section 18-2103 (11) Nebraska Revised Statutes (Cumulative Supplement 1994), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, small diameter of water mains;
5. Deterioration of site or other improvements due to nearly 40 percent of the parcels having overall site conditions rated as "fair";
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;

8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and
12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
  1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
  2. The average age of the residential or commercial units in the area is at least 40 years;
  3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
  4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
  5. The area has had either stable or decreasing population based on the last two decennial censuses."

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout **Redevelopment Area #2** must be reasonably distributed so basically good areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**.

On the basis of this approach, **Redevelopment Area #2** is found to be eligible as "blighted" and "substandard", within the definition set forth in the legislation. Specifically:

***SUBSTANDARD FACTORS***

Of the **Four Substandard Factors**, set forth in the **Nebraska Community Development Law**, all four **Factors** represent a “strong presence,” within **Redevelopment Area #2**. The **Substandard Factors** are reasonably distributed throughout the **Redevelopment Area**.

**TABLE 1  
SUBSTANDARD FACTORS  
REDEVELOPMENT AREA #2  
CRETE, NEBRASKA**

- |    |   |   |
|----|---|---|
| 1. | Dilapidated/deterioration.  | ☐ |
| 2. | Age or obsolescence.  | ☐ |
| 3. | Inadequate provision for ventilation, light, air, sanitation or open spaces.      | ☐ |
| 4. | Existence of conditions which endanger life or property by fire and other causes. | ☐ |

**Strong Presence of Factor**                   ☐

**Reasonable Presence of Factor**       ☐

**No Presence of Factor**                   ○

Source: Hanna:Keelan Associates, P.C., 2015.

**Strong Presence of Factor -**

The results of the field survey identified 92 structures, or 49.7 percent of the 185 total structures in **Redevelopment Area #2** as being ***Deteriorating or Dilapidated***. This **Factor** is a **strong presence** throughout the **Area**.

Based on the results of a parcel-by-parcel field survey analysis, approximately 108, or 58.3 percent of the 185 total buildings are ***40+ years of age*** (built prior to 1975). Additionally, based on records available at the Saline County Assessor’s Office, the estimated average age of commercial structures in the **Redevelopment Area** is approximately 58.3 years and the average age of residential structures is 88 years. The **Factor of *Age or Obsolescence*** is a **strong presence** throughout the **Area**.

The conditions which result in *Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Space* are a **strong presence** and distributed throughout the **Redevelopment Area**. Portions of municipal water distribution mains are undersized by current engineering standards and are 40+ years of age, thus prone to repeated maintenance and or replacement.

The parcel-by-parcel field analysis determined that the **Substandard Factor Existence of Conditions Which Endanger Life or Property** by fire and other causes is a **strong presence** throughout **Redevelopment Area #2**. The primary contributing elements include a significant number of deteriorating and dilapidated buildings and the existence of wood frame and masonry buildings containing combustible elements and fixtures. Additionally, residential areas within the **Redevelopment Area** have water mains that were constructed of obsolete materials, are 40+ years of age, with portions being undersized by current engineering standards.

*The prevailing substandard conditions, evident in buildings and the public infrastructure, as determined by the field survey, include:*

1. Aging structures;
2. Dilapidated/deteriorated structures;
3. “Fair” to “Poor” overall site conditions;
4. Frame buildings and wood structural components in masonry buildings as potential fire hazards;
5. Average age of residential and commercial structures being in excess of 40+ years of age; and
6. Portions of **Redevelopment Area #2** having water mains that are under-sized by current engineering standards and are 40+ years of age.

**BLIGHT FACTORS**

Of the **12 Blight Factors** set forth in the **Nebraska Community Development Law, 10** represent a “strong presence” in the **Redevelopment Area**. The **Factor** “tax or special assessment exceeding the fair value of land,” was of little or “no presence” and “defective or unusual condition of title,” was not reviewed. All **Blight Factors** are reasonably distributed throughout **Redevelopment Area #2**.

**TABLE 2  
BLIGHT FACTORS  
REDEVELOPMENT AREA #2  
CRETE, NEBRASKA**

- |     |  |    |
|-----|--|----|
| 1.  | A substantial number of deteriorated or dilapidated structures.                      | ☐  |
| 2.  | Existence of defective or inadequate street layout.                                  | ☐  |
| 3.  | Faulty lot layout in relation to size, adequacy, accessibility or usefulness.        | ☐  |
| 4.  | Insanitary or unsafe conditions.   | ☐  |
| 5.  | Deterioration of site or other improvements.   | ☐  |
| 6.  | Diversity of Ownership.  | ☐  |
| 7.  | Tax or special assessment delinquency exceeding the fair value of land.              | ○  |
| 8.  | Defective or unusual condition of title.   | NR |
| 9.  | Improper subdivision or obsolete platting.   | ☐  |
| 10. | The existence of conditions which endanger life or property by fire or other causes. | ☐  |
| 11. | Other environmental and blighting factors.   | ☐  |
| 12. | One of the other five conditions.  | ☐  |

<b>Strong Presence of Factor</b>	☐
<b>Reasonable Presence of Factor</b>	☐
<b>Little or No Presence of Factor</b>	○
<b>NR = Not Reviewed</b>	NR

Source: Hanna:Keelan Associates, P.C., 2015.

## Strong Presence of Factor –

*Deteriorated or Dilapidated Structures* are a **strong presence** in **Redevelopment Area #2**. A total of 92 structures, or 49.7 percent of the 185 total structures were documented as deteriorating, or are in a dilapidated condition.

*Defective or Inadequate Street Layout* is a **strong presence** in **Redevelopment Area #2**, due to a significant percentage of streets and driveways that are deteriorated. The assessment of street conditions revealed that approximately 94 parcels, or 54.6 percent of the total 172 parcels front on streets in fair to poor condition. Additionally, 75 parcels, or 43.6 percent of the total 172 parcels front on gravel surfaced streets.

*Faulty Lot Layout* is a **strong presence** throughout **Redevelopment Area #2**. Conditions contributing to the presence of this **Factor** include inadequate lot sizes, whereby irregular tracts of land were too large, encouraging piecemeal development through subsequent lot splits for individual development sites, and platted parcels no wider than 50' in residential areas that are undersized by current development standards.

*Insanitary or Unsafe Conditions* are a **strong presence** throughout the entire **Redevelopment Area**. Conditions contributing to this **Factor** include poorly designed and implemented storm water surface drainage systems and the advanced age of underground water, sewer and storm sewer mains adjacent residential properties in the **Area**.

*Deterioration of Site or Other Improvements* is a **strong presence** throughout the **Redevelopment Area**. Of the total 172 parcels examined, 84.9 percent, or 146 parcels have “fair” to “poor” overall site conditions.



The *Diversity of Ownership* is a **strong presence** throughout **Redevelopment Area #2**. Research of public records from the Saline County Assessor's office indicates that 126 individuals or corporations own property in the **Area**.

*Improper Subdivision or Obsolete Platting* is a **strong presence** throughout **Redevelopment Area #2**. Lot sizes throughout the **Area** are not supportive of today's residential, commercial or industrial development requirements. Several irregular tracts of land throughout the **Area** were oversized and incrementally subdivided to support individual uses. The locations of the Burlington Northern Santa Fe Railway Corridor and the Big Blue River do not support uniform platting and development. Large, vacant tracts of land also exist within the **Area**, but outside the corporate limits of Crete that are underutilized and do not support local utilities

The *Existence of Conditions Which Endanger Life or Property* by fire or other causes is a **strong presence** throughout **Redevelopment Area #2**. Conditions associated with this **Factor** include the existence of wood frame buildings and masonry buildings containing combustible elements and fixtures. Additionally, portions of the **Redevelopment Area** have water mains that are 40+ years of age and are undersized by current engineering standards.

In regards to *Other Environmental and Blighting Factors*, economically and socially undesirable land uses and functional obsolescence is a **strong presence** throughout **Redevelopment Area #2**. The **Area** contains residential, commercial and industrial buildings in substandard condition, with outmoded infrastructure. Several buildings are too small, or poorly designed in order to be adapted for new uses. Additionally, the floodplains and floodway associated with the Big Blue River prohibit development on large, vacant tracts of land in the northern portion of the **Area**.

*One of the Required Five Additional Blight Factors* has a **strong presence** throughout the **Redevelopment Area**. Based on the field survey analysis, the estimated average age of residential buildings is approximately 83.4 years. Average age of commercial buildings is estimated to be 46.4 years.



## Conclusion

It is the conclusion of the Consultant retained by the City of Crete that the number, degree and distribution of **Blight and Substandard Factors**, as documented in this **Executive Summary**, are beyond remedy and control solely by regulatory processes in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in the **Nebraska Community Development Law**. It is also the opinion of the Consultant, that the findings of this **Blight and Substandard Determination Study** warrant designating **Redevelopment Area #2** as "substandard" and "blighted."

The conclusions presented in this **Study**, are those of the Consultant, engaged by the City of Crete to examine whether conditions of **blight and substandard** exist. The Crete City Council should review this Study and, if satisfied with the summary of findings contained herein, may adopt a resolution making a **finding of blight and substandard** and this **Study** a part of the public record.



## ***BASIS FOR REDEVELOPMENT***

For a project in Crete to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of **Redevelopment Area #2** as a “**blighted and substandard area**” in accordance with provisions of the law.

As set forth in Section 18-2103 (10) Neb. Rev. Stat. (Cumulative Supplement 1994), a **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4.
  - (a) High density of population and overcrowding; or
  - (b) The existence of conditions which endanger life or property by fire and other causes; or
  - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures;
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;

9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability;
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
  1. Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average;
  2. The average age of the residential or commercial units in the area is at least 40 years;
  3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
  4. The per capita income of the designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
  5. The area has had either stable or decreasing population based on the last two decennial censuses.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient evidence of the presence of **Factors** should exist so members of the City Council of Crete (local governing body), acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each factor was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

Also, these deficiencies should be reasonably distributed throughout **Redevelopment Area #2**. Such a "reasonable distribution of deficiencies test" would preclude localities from taking concentrated **areas of blight and substandard conditions** and expanding the areas arbitrarily into non-blighted/ substandard areas for planning or other reasons. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the inclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

## ***THE STUDY AREA***

The purpose of this **Study** is to determine whether all or part of the **Crete Redevelopment Area #2** in Crete, Nebraska, qualifies as a **blighted and substandard area**, within the definition set forth in the **Nebraska Community Development Law**, Section 18-2103.

### **Location**

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17<sup>th</sup> Street, thence east along said extended line and continuing to the east along said north line of 17<sup>th</sup> Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13<sup>th</sup> Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12<sup>th</sup> Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel # 760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel # 760051062, then # 760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15<sup>th</sup> Street to its intersection with the east line of Idaho Avenue, also known as the west Corporate Limit Line, thence north along said west Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its

Crete, Nebraska

Blight & Substandard Determination Study  
Redevelopment Area #2

intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

The referenced **Redevelopment Area #2**, in the City of Crete, Nebraska, includes the following 172 Parcel ID #s by the Saline County Assessor's Office:

760000255	760000557	760009414	760019525	760050929	760125252
760000012	760000565	760009422	760019541	760050937	760129843
760000204	760000581	760009430	760019568	760050945	760129959
760000220	760000603	760009449	760019576	760050953	760131856
760000239	760000611	760009457	760019584	760050961	760138818
760000247	760000638	760009465	760019592	760050988	760139083
760000263	760000646	760009473	760019606	760050996	760139105
760000301	760000654	760009481	760019614	760051003	760140006
760000328	760003947	760009503	760019622	760051011	760140154
760000336	760004573	760015252	760019630	760051038	760140197
760000344	760005117	760015341	760050260	760051046	760141312
760000352	760005125	760015368	760050279	760051054	760141657
760000360	760005141	760015384	760050295	760051062	760142270
760000379	760005168	760015422	760050309	760052387	760143102
760000387	760005206	760015460	760050325	760052395	760144138
760000395	760005222	760019363	760050333	760052409	760144992
760000409	760005230	760019371	760050392	760064229	760144999
760000417	760005249	760019398	760050422	760064237	760145013
760000425	760006407	760019401	760050430	760065527	760145020
760000433	760006415	760019428	760050465	760082707	760145065
760000441	760009260	760019436	760050481	760082723	760145195
760000468	760009279	760019444	760050538	760082731	760145774
760000476	760009309	760019452	760050546	760114234	760145788
760000484	760009309	760019460	760050848	760119414	760145849
760000492	760009317	760019479	760050856	760119503	760146446
760000514	760009325	760019487	760050864	760119694	760146736
760000522	760009333	760019495	760050880	760119694	760146737
760000530	760009341	760019509	760050899	760119694	
760000549	760009376	760019517	760050910	760122709	

**Illustration 1, Context Map**, identifies the location of **Redevelopment Area #2** in relation to the City of Crete. Portions of the **Redevelopment Area** are located adjacent, but outside the Corporate Limits of Crete. The primary streets within the **Redevelopment Area** are the Highway 33/103 Corridor and west 13<sup>th</sup> Street.

**Redevelopment Area #2** is comprised of all modern land use types, including residential, commercial, industrial, public/quasi-public and vacant land. These land uses are identified in **Illustration 2**. The **Area** contains an estimated 867 acres, of which approximately 74 percent of the **Redevelopment Area** has been developed. Land adjacent the Big Blue River is considered undevelopable due to the existing floodplain and floodway.

**Table 3** identifies the estimated **existing land use** within the **Redevelopment Area**, in terms of number of acres and percentage of total for all existing land uses.

**TABLE 3  
EXISTING LAND USE  
REDEVELOPMENT AREA #2  
CRETE, NEBRASKA**

<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Public/Quasi-Public	46.8	5.4%
Park/Recreational	53.4	6.1%
Single Family	12.0	1.4%
Mobile Home	0.2	0.0%
Multiple Family	2.2	0.2%
Commercial	18.6	2.2%
Industrial	15.8	1.8%
Streets (Municipal/Priv.)	31.2	3.6%
Railway Corridor	46.8	5.4%
<u>Vacant</u>	<u>639.7</u>	<u>73.9%</u>
<b>Total Acreage</b>	<b>866.7</b>	<b>100.0%</b>

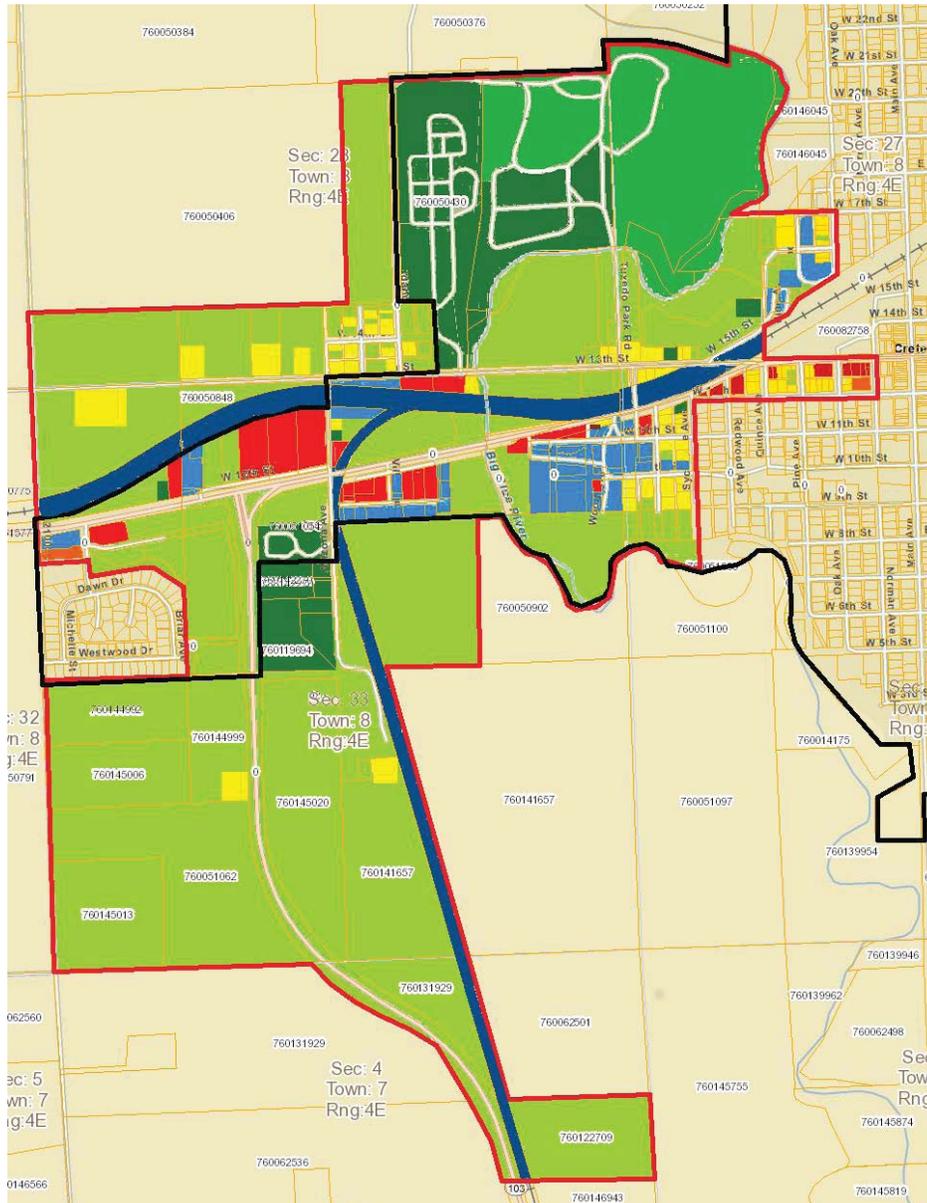
Source: Hanna:Keelan Associates, P.C., 2015.

**Illustration 3** identifies the existing **Zoning Classifications** within **Redevelopment Area #2**, which includes lands that are both within and adjacent, but beyond the current Corporate Limits of the City of Crete. Zoning activities throughout **Redevelopment Area #2** are controlled by the City of Crete. All parcels within **Area** are either located within the current Corporate Limits of the City of Crete, Nebraska, or within the Two-Mile Planning Jurisdiction of the City.

# EXISTING LAND USE MAP

## REDEVELOPMENT AREA #2

CRETE, NEBRASKA



### LEGEND

- VACANT
- PARKS/RECREATION
- PUBLIC/QUASI-PUBLIC
- SINGLE FAMILY RESIDENTIAL
- MULTIFAMILY RESIDENTIAL
- MOBILE HOME RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- RAILROAD CORRIDOR
- BODY OF WATER
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUDNARY

**HANNA·KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

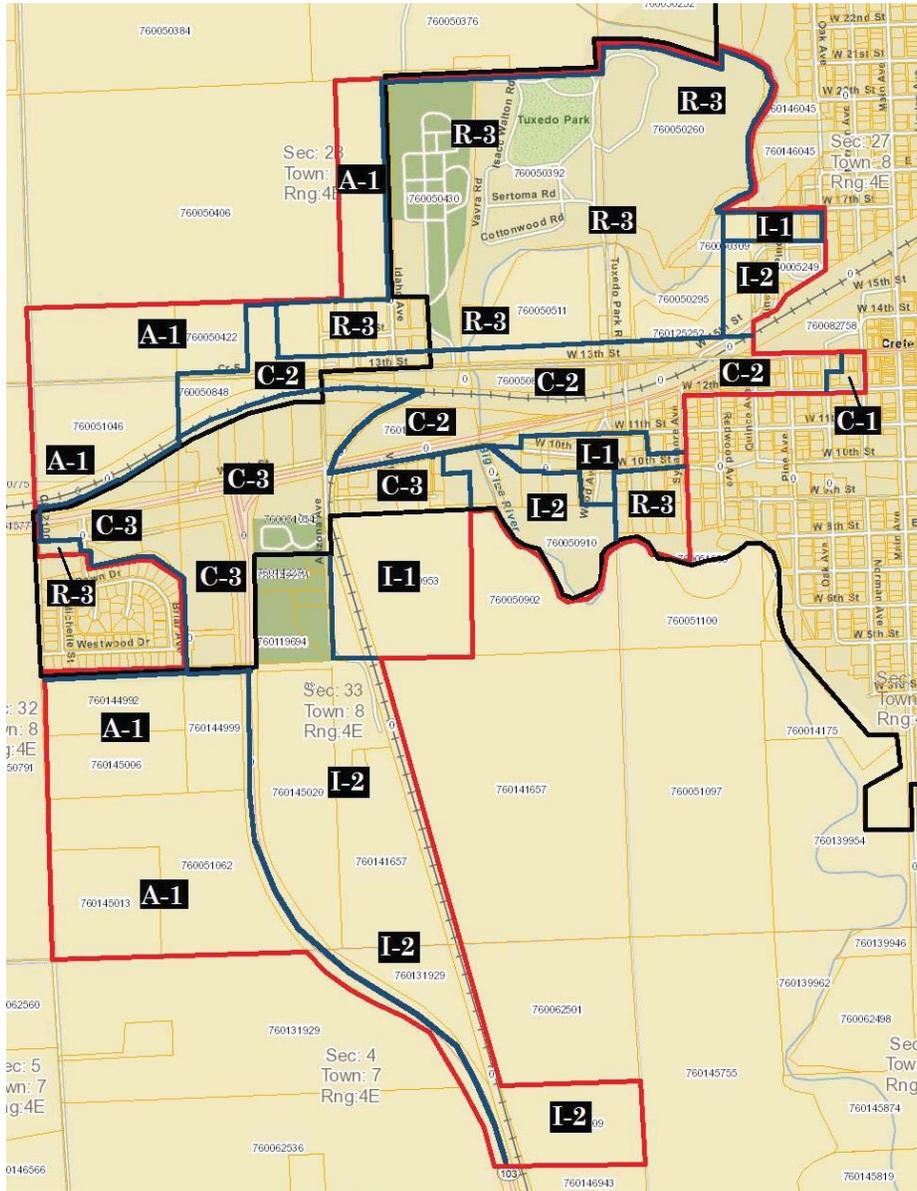
**\*Lincoln, Nebraska\* 402.464.5383 \***

**ILLUSTRATION 2**

Crete, Nebraska  
 Blight & Substandard Determination Study  
 Redevelopment Area #2

# EXISTING ZONING MAP

## REDEVELOPMENT AREA #2 CRETE, NEBRASKA



### LEGEND

- A-1 - AGRICULTURAL
- R-3 - MULTIPLE-FAMILY RESIDENTIAL
- C-1 - CENTRAL COMMERCIAL
- C-2 - GENERAL COMMERCIAL
- C-3 - HIGHWAY COMMERCIAL
- I-1 - LIGHT INDUSTRIAL
- I-2 - HEAVY INDUSTRIAL
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUDNARY
- ZONING DISTRICT BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\*Lincoln, Nebraska\* 402.464.5383 \*

### ILLUSTRATION 3

Crete, Nebraska  
Blight & Substandard Determination Study  
Redevelopment Area #2

## ***THE RESEARCH APPROACH***

The **blight and substandard determination research approach** implemented for **Redevelopment Area #2** included an area-wide assessment (100 percent sample) of all of the Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

### Structural Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria and that it result in an accurate and consistent description of existing conditions.

A structural condition survey was conducted in August, 2015. A total of **185 structures** received exterior inspections. These structures were examined to document structural deficiencies in individual buildings and to identify related environmental deficiencies in **Redevelopment Area #2**. The “Structural Condition Survey Form” utilized in this process is provided in the **Appendix**.

### Parcel-by-Parcel Field Survey

A parcel-by-parcel field survey was also conducted in August, 2015. A total of **172 separate legal parcels** were inspected for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions. **A few parcels within Redevelopment Area #2 contained multiple structures**. The Condition Survey Form is included in the **Appendix**, as well as the results of the Survey.

### Research on Property Ownership and Financial Assessment of Properties

Public records and aerial photographs of all parcels in **Redevelopment Area #2** were analyzed to determine the number of property owners within the **Area**.

An examination of public records was conducted to determine if tax delinquencies existed for properties in the **Redevelopment Area**. The valuation, tax amount and any delinquent amount was examined for each of the properties.

## ***ELIGIBILITY SURVEY AND ANALYSIS FINDINGS***

An analysis was made of each of the **Blight and Substandard Factors** listed in the Nebraska legislation to determine whether each or any were present in **Redevelopment Area #2** and, if so, to what extent and in what locations. The following represents a summary evaluation of each **Blight and Substandard Factor** presented in the order of listing in the law.

### ***SUBSTANDARD FACTORS***

#### **(1) Dilapidation/Deterioration of Structures**

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

The following summarizes the process used for assessing building conditions in **Redevelopment Area #2**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The building condition analysis was based on an exterior inspection of all **185 existing structures**, within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Redevelopment Area**.

#### **1. Structures/Building Systems Evaluation.**

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or has minor, major, or critical defects. Structures/building systems examined included the following three types, **one Primary** and **two Secondary**.

**Structural Systems (Primary Components)**. These include the basic elements of any structure/building: roof structure, wall foundation, and basement foundation.

## **(Secondary Components)**

**Building Systems.** These components include: roof surface condition, chimney, gutters/down spouts, and exterior wall surface.

**Architectural Systems.** These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps, and fire escape, and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railway track/right-of-way composition, existence of debris, existence of vagrants, and overall site condition, and the documentation of age and type of structure/building.

## **2. Criteria for rating components for structural, building and architectural systems.**

The components for the previously identified Systems were individually rated utilizing the following criteria.

**Sound.** Component that contained no defects, is adequately maintained, and requires no treatment outside of normal ongoing maintenance.

**Minor Defect.** Component that contains minor defects (loose or missing material or holes and cracks over a limited area). These can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

**Major Defect.** Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

**Critical Defect.** Components that contained critical defects (bowing, sagging, or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

**3. Final Structure/Building Rating.**

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

**Sound.** Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

**Deteriorating-Minor.** Defined as structures / buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

**Deteriorating-Major.** Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

**Dilapidated.** Defined as structurally substandard structures / buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format.**

<b>Primary Components</b>	<b>Secondary Components</b>
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

#### 4. **Field Survey Conclusions.**

The conditions of the total **185 buildings** within the **Redevelopment Area** were determined based on the finding of the exterior survey. These surveys indicated the following:

- Fifty-four (54) structures were classified as structurally **sound**;
- Thirty-nine (39) structures were classified as **deteriorating** with **minor** defects.
- Fifty-six (56) structures were classified as **deteriorating** with **major** defects; and
- Thirty-six (36) structures were classified as **dilapidated**.

The results of the exterior structural survey identified the condition of structures throughout **Redevelopment Area #2**. Of the 185 total structures, 92 structures (49.7 percent) are either deteriorating with major defects, or dilapidated to a substandard condition.

#### **Conclusion.**

**The results of the structural condition survey indicate deteriorating structures are a strong presence throughout the Redevelopment Area. Table 4 identifies the results of the structural rating process per building type.**

**TABLE 4  
EXTERIOR SURVEY FINDINGS  
REDEVELOPMENT AREA #2  
CRETE, NEBRASKA**

**Exterior Structural Rating**

<b><u>Activity</u></b>	<b><u>Sound</u></b>	<b><u>Deteriorating (Minor)</u></b>	<b><u>Deteriorating (Major)</u></b>	<b><u>Dilapidated</u></b>	<b><u>Number of Structures</u></b>	<b><u>Deteriorating and/ or Dilapidated</u></b>
Residential	13	11	40	24	88	64
Commercial	18	10	5	1	34	6
Industrial	9	16	4	7	36	11
<u>Other</u>	<u>14</u>	<u>2</u>	<u>7</u>	<u>4</u>	<u>27</u>	<u>11</u>
<b>Totals</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>27</b>	<b>185</b>	<b>92</b>
Percent	47.6%	18.4%	19.4%	14.6%	100.0%	49.7%

Source: Hanna:Keelan Associates, P.C., 2015.

**(2) Age of Obsolescence.**

As per the results of the field survey and by confirmation from Saline County Assessor’s Office property records, an estimated 108 (58.3 percent) of the total 185 structures in the Area are 40+ years of age, or built prior to 1975. Additionally, the estimated average age of residential structures in **Redevelopment Area #2** is 83.4 years of age, while the estimated average age of commercial buildings is 46.4 years.

**Conclusion.**

**The age and obsolescence of the structures is a strong presence throughout Redevelopment Area #2.**

(3) **Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.**

The results from the exterior structural survey, along with other field data, provided the basis for the identification of insanitary and unsafe conditions in **Redevelopment Area #2**. **Factors** contributing to insanitary and unsafe conditions are discussed below.

As per the results of the field survey, an estimated 49.7 percent of the total 185 structures in **Redevelopment Area #2** were rated as deteriorating or dilapidated. When not adequately maintained or upgraded to present-day occupancy standards, buildings in these conditions pose safety and sanitary problems. Wood frame buildings and masonry buildings with wooden structural elements or combustible materials were found to be deteriorating or dilapidated and in need of structural repair and fire protection, or should be demolished.

Site features, such as parking lots, privately owned driveways, yard and landscaping conditions are noticeably deteriorating. **Approximately 85 percent, or 146 of the total 172 parcels were identified as having “fair” or “poor” overall site conditions.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4” to 12” in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13<sup>th</sup> Street and Tuxedo Park, have water mains 4” in diameter. Current standards recommend no smaller than 6” mains in residential areas and no smaller than 8” mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12” in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13<sup>th</sup> Street. No sanitary sewer exists west along 13<sup>th</sup> Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann’s Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

**Conclusion**

**The inadequate provision for ventilation, light, air, sanitation or open spaces in Redevelopment Area #2 is a strong presence to constitute a Substandard Factor.**

4) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Building Elements that are Combustible.**

There are wood-framed and masonry buildings containing combustible elements and fixtures, located throughout **Redevelopment Area #2**. Several of these buildings have been vacant for an extended length of time and not adequately maintained. These vacant structures will require extensive rehabilitation to be able to support new commercial tenants. **Approximately 92 buildings, or 49.7 percent of the total 185 buildings are deteriorating or dilapidated.**

2. **Lack of Adequate Utilities.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4" to 12" in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13<sup>th</sup> Street and Tuxedo Park, have water mains 4" in diameter. Current standards recommend no smaller than 6" mains in residential areas and no smaller than 8" mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12" in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13<sup>th</sup> Street. No sanitary sewer exists west along 13<sup>th</sup> Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann's Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

Specific data relating to **Redevelopment Area #2** are discussed in the following paragraphs.

Approximately 108 (58.3 percent) of the total 185 structures in the **Redevelopment Area** were built prior to 1975, thus 40+ years of age. The average age of the residential structures is estimated to be 83.4 years. The estimated average age of commercial buildings is 46.4 years. Wood frame and masonry buildings containing combustible elements and fixtures are located throughout the **Area**, many of which are deteriorated or dilapidated. These buildings, located throughout the **Redevelopment Area**, are in need of structural repair or fire protection.

The field survey identified 112 parcels, or 65.1 percent of the total 172 parcels as being in “fair” condition and an additional 34 parcels, or 19.8 percent in “poor” condition. **Overall, a total of 85 percent of the parcels are in “fair” or “poor” condition.** Generally, conditions combining for this determination included the evaluation of the general condition of structures, site improvements and adjacent right-of-way conditions.

**Conclusion.**

**The conditions which endanger life or property by fire and other causes are a strong presence throughout Redevelopment Area #2.**



## ***BLIGHT FACTORS***

### **(1) Dilapidation/Deterioration of Structures.**

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in **Redevelopment Area #2**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The building condition analysis was based on an exterior inspection of all **185 existing structures**, within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Redevelopment Area**.

#### **1. Structures/Building Systems Evaluation.**

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or has minor, major, or critical defects. Structures/building systems included the following three types, **one Primary** and **two Secondary**.

**Structural Systems (Primary Components)**. These include the basic elements of any structure/building: roof structure, wall foundation, and basement foundation.

#### **(Secondary Components)**

**Building Systems**. These components include: roof surface condition, chimney, gutters/down spouts, and exterior wall surface.

**Architectural Systems**. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps, and fire escape, and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railway track/right-of-way composition, existence of debris, existence of vagrants, and overall site condition, and the documentation of age and type of structure/building.

**2. Criteria for Rating Components for Structural, Building and Architectural Systems.**

The components for the previously identified Systems, are individually rated utilizing the following criteria.

**Sound.** Component that contained no defects, is adequately maintained, and requires no treatment outside of normal ongoing maintenance.

**Minor Defect.** Component that contained minor defects (loose or missing material or holes and cracks over a limited area) which often can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

**Major Defect.** Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

**Critical Defect.** Components that contained critical defects (bowing, sagging, or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

### 3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

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**Dilapidated.** Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format.**

<b>Primary Components</b>	<b>Secondary Components</b>
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

#### 4. Field Survey Conclusions.

The conditions of the total **185 buildings** within **Redevelopment Area #2** were determined based on the finding of the exterior survey. These surveys indicated the following:

- Fifty-four (54) structures were classified as structurally **sound**;
- Thirty-nine (39) structures were classified as **deteriorating** with **minor** defects.
- Fifty-six (56) structures were classified as **deteriorating** with **major** defects; and
- Thirty-six (36) structures were classified as **dilapidated**.

The results of the exterior structural survey identified the condition of structures throughout **Redevelopment Area #2**. Of the 185 total structures, 92 structures (49.7 percent) are either deteriorating or dilapidated to a substandard condition.

#### Conclusion.

The results of the structural condition survey indicate deteriorating structures are a strong presence throughout the Redevelopment Area. Table 5 identifies the results of the structural rating process per building type.



**TABLE 5  
EXTERIOR SURVEY FINDINGS  
REDEVELOPMENT AREA #2  
CRETE, NEBRASKA**

**Exterior Structural Rating**

<b><u>Activity</u></b>	<b><u>Sound</u></b>	<b><u>Deteriorating (Minor)</u></b>	<b><u>Deteriorating (Major)</u></b>	<b><u>Dilapidated</u></b>	<b><u>Number of Structures</u></b>	<b><u>Deteriorating and/ or Dilapidated</u></b>
Residential	13	11	40	24	88	64
Commercial	18	10	5	1	34	6
Industrial	9	16	4	7	36	11
<u>Other</u>	<u>14</u>	<u>2</u>	<u>7</u>	<u>4</u>	<u>27</u>	<u>11</u>
<b>Totals</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>27</b>	<b>185</b>	<b>92</b>
Percent	47.6%	18.4%	19.4%	14.6%	100.0%	49.7%

Source: Hanna:Keelan Associates, P.C., 2015.



**(2) Existence of Defective or Inadequate Street Layout.**

The street pattern within **Redevelopment Area #2** consists of a standard rectilinear grid system, combined with “service roads” through Tuxedo Park and the Saline County Fairgrounds. The Highway 33/103 Corridor travels through the **Area** in a northeast to southwest direction. A large portion of the **Area** also consists of the right-of-way for the Burlington Northern Santa Fe Railway Corridor. Major problem conditions that contribute to the **Factor** of existence of defective or inadequate street layout are discussed below.

**1. Condition of Streets.**

Street conditions throughout the **Redevelopment Area**, overall, were found to be in “good” condition. Several local streets were observed to be in deteriorating or dilapidated condition. A total of 64 front on streets in “fair” condition. An additional 30 parcels were observed to front on streets in poor condition.

Several privately owned concrete and gravel surfaced parking areas and driveways are severely impacted by “alligator cracking” and settling, or gravel surfaced surfaces in “fair” to “poor” condition.

**2. Streets with inadequate speed control devices.**

Vehicles traveling throughout **Redevelopment Area #2**, along the Highway 33/103 Corridor and West 13<sup>th</sup> Street, were observed to be moving at speeds in excess of posted limits. Additional traffic control devices are needed to reduce vehicle speeds that endanger pedestrians and other vehicles.

**3. Grade-level railway crossings.**

Several street segments, including the Highway 33/103 Corridor, intersect with the Burlington Northern Santa Fe Railway Corridor. The Community routinely experiences a medium to high number of trains utilizing this Corridor, which can cause delays in the flow of vehicular and pedestrian traffic. The City of Crete should monitor Railway crossings to ensure the highest level of safety is in place.

**Conclusion.**

**The existence of defective or inadequate street layout in Redevelopment Area #2 is a strong presence and constitutes a Blight Factor.**

3) **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.**

Building use and condition surveys, the review of property ownership and subdivision records and field surveys resulted in the identification of conditions associated with faulty lot layout in relation to size, adequacy and accessibility, or usefulness of land within **Redevelopment Area #2**. The problem conditions include:

1. **Inadequate Lot Size and Adequacy Issues.**

Several platted residential lots in the eastern and southeastern portion of the **Redevelopment Area** are too small to support today's residential development standards. Examples exist where multiple platted lots would need to be purchased to support the development of residential housing units. Additionally, irregularly subdivided lots exist in the **Area**, due to the location of the Burlington Northern Santa Fe Railway Corridor and the flow of the Big Blue River. Platted lots of record exist that utilize the Railway Corridor as a line of demarcation. This has caused the underutilization of available, developable land.

2. **Accessibility or Usefulness.**

The Big Blue River Corridor flows through the middle of the **Redevelopment Area**. Floodplains and floodways associated with the River leave large tracts of vacant land undevelopable, especially in the northeastern portion of the **Area**.

Large, vacant tracts of land exist within the **Redevelopment Area**, but adjacent and outside the Corporate Limits of the City of Crete. These tracts are largely used for agricultural purposes. The existing vacant tracts of land will need to be subdivided, as per the City of Crete Subdivision Regulations, to support future growth that is consistent with the Land Use Plan of the City's Comprehensive Plan.

**Conclusion.**

**Faulty lot layout in relation to size, adequacy and usefulness is a strong presence throughout Redevelopment Area #2.**

(4) **Insanitary and Unsafe Conditions.**

The results of the area-wide field survey, along with information retained from City Officials provided the basis for the identification of insanitary and unsafe conditions within the **Redevelopment Area #2**.

1. **Age of Structures.**

The analysis of all 185 structures in the **Redevelopment Area** identified 58.3 percent, or 108 structures as being 40+ years of age or built prior to 1975. Additionally, the estimated average age of residential buildings is 83.4 years. The average age of commercial buildings is approximately 46.4 years. The advanced age of residential structures results in the potential for deteriorating buildings and other structures with deferred maintenance.

2. **Deteriorating Buildings.**

The deteriorating or dilapidated conditions documented in this **Study** were prevalent in an estimated 49.7 percent of the existing structures. Structures in this condition can result in hazards which endanger adjacent properties.

3. **Lack of Adequate Utilities.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4" to 12" in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13<sup>th</sup> Street and Tuxedo Park, have water mains 4" in diameter. Current standards recommend no smaller than 6" mains in residential areas and no smaller than 8" mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12" in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13<sup>th</sup> Street. No sanitary sewer exists west along 13<sup>th</sup> Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann's Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

**Conclusion.**

**Insanitary and unsafe conditions are a strong presence throughout the Redevelopment Area.**

**(5) Deterioration of Site or Other Improvements.**

Field observations were conducted to determine the condition of site improvements within **Redevelopment Area #2**, including arterial and local streets, storm water drainage ditches, traffic control devices and off-street parking. The **Appendix** documents the present condition of these site features. The primary problems in the **Redevelopment Area** are building and associated property conditions, as well as street and sidewalk conditions and private parking areas.

A total of 112 parcels, or 65.1 percent of the total 172 parcels within **Redevelopment Area #2** received an overall site condition rating of “fair”, while an additional 34 parcels, or 19.8 percent received a “poor” rating. Combined, these parcels amount to an estimated 85 percent of the parcels in the **Area** having substandard site conditions. Conditions that lead to these findings included:

1. A total of 121, or 70.3 percent of the parcels have no sidewalks. An additional 14 parcels, or 8.2 percent have sidewalks in “fair” to “poor” condition. The poor condition of sidewalks, or lack thereof puts the health, safety and well-being of pedestrians at risk.
2. A total of 64 parcels, 37.2 percent of the total 172 parcels front on streets that were identified to be in “fair” condition. An additional 30 parcels front on streets in “poor” condition. Thus, a total of 94 (54.6 percent) of the streets adjacent parcels in the **Redevelopment Area** are in need of repair/resurfacing.
3. Approximately 56, or 30.3 percent of the total 185 structures were identified as deteriorating with major defects. An additional 36, or 19.5 percent of the structures were observed to be dilapidated. Collectively, these structures account for 49.7 percent of the buildings throughout **Redevelopment Area #2** needing rehabilitation, or potentially, if cost prohibitive to be restored, should be targeted for demolition and replacement with a new structure. In general, the parcels that these structures are situated on, also, lack upkeep and maintenance and exhibit minimal landscaping or other improvements.
4. A total of 75 parking areas, or 43.6 percent of the 172 total parcels, are “unimproved,” or lacking a hard surface.

**Conclusion.**

**Deterioration of site improvements is a strong presence in the Crete Redevelopment Area #2.**

**(6) Diversity of Ownership.**

The total number of unduplicated owners within **Redevelopment Area #2** is estimated to be **126 individuals, partnerships or corporations.** Publicly owned lands and local street public rights-of-way are located throughout the **Redevelopment Area.**

The necessity to acquire numerous lots is a hindrance to redevelopment. Land assemblage of larger proportions is necessary for major developments to be economically feasible and attract financial support. Public patronage is also required to repay such financial support. Such assemblage is difficult without public intervention.

**Conclusion.**

**The Factor “diversity of ownership” is a strong presence in Redevelopment Area #2.**



(7) **Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.**

A thorough examination of public records was conducted to determine the status of taxation of properties located in **Redevelopment Area #2**. It should be noted, real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. If a badly dilapidated property was assessed (or valued) too high, the public protest system is designed to give the owner appropriate relief and tax adjustment.

1. **Real estate Taxes.**

Public records were examined for the purposes of determining if delinquent taxes were currently outstanding on parcels within the **Redevelopment Area**. The records indicated that **six** of the parcels were classified as delinquent by the Saline County Treasurer's Office.

2. **Real Estate Values.**

The tax values within **Redevelopment Area #2** generally appeared to be equal to or greater than the market value of the properties. The total estimated appraised valuation within the **Redevelopment Area** is **\$16,442,255**.

3. **Tax Exempt.**

There are **11 properties** within the **Redevelopment Area**, identified by the Saline County Assessor and Treasurer's Offices, as having full exemption from property taxes.

**Conclusion.**

**Taxes or special assessments delinquency were of no presence in Redevelopment Area #2.**

**(8) Defective or Unusual Condition of Title.**

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is very small.

**Conclusion.**

**Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in Redevelopment Area #2.**



**(9) Improper Subdivision or Obsolete Platting.**

An analysis of the subdivision conditions in **Redevelopment Area #2** revealed that improper subdivision and obsolete platting is prevalent throughout the **Area**. Individual parcels throughout the **Area** have a wide range of sizes and shapes. Land throughout the central and western portion of the **Area** were developed upon irregular tracts of land that were incrementally split off from larger lots. The subsequent lot splits were accomplished by metes and bounds descriptions to legally establish ownership, without officially platting and subdividing the lands to guide development of the larger area. In many instances the underlying parcel boundaries no longer support current or future uses.

Although several irregular tracts have developed, many include large areas of vacant land that could potentially be further split off to support future development. These irregular tracts are also large enough in area to be exempt from the Subdivision Regulation requirements of the City of Crete. These irregular tracts of land do not conform to current municipal subdivision standards, or specifically to those of the City of Crete. In order for the redevelopment of these parcels areas to occur, large areas should be replatted to support current and future development needs.

The individual lot sizes throughout the **Redevelopment Area** vary greatly in size and shape. Narrow lot sizes of 50' width parcels, or less, were intended to support early 20<sup>th</sup> Century residential development. Lots in the central portion of the Area consist of irregular boundaries due to the existence of the Burlington Northern Santa Fe Railway Corridor and the flow of the Big Blue River. The existing floodplain and floodway of the River prohibits the development of vacant land in the northern portion of the **Area**.

Large, undeveloped tracts of vacant land exist within the **Redevelopment Area**, but outside the current corporate limits of Crete. These tracts are largely used for agricultural purposes and are not serviced by any local water or sewer utilities. Before subdivision and development can occur, this land will need to be annexed into the Community and have the necessary utilities installed.

In order for redevelopment of these functionally obsolete properties to occur, the assemblage of multiple parcels would be necessary. This process inhibits the acquisition of property and makes redevelopment efforts difficult to occur solely within the private sector.

**Conclusion.**

**A strong presence of improper subdivision or obsolete platting exists throughout Redevelopment Area #2.**

10) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Building Elements that are Combustible.**

There are wood-framed and masonry buildings containing combustible elements and fixtures, located throughout **Redevelopment Area #2**. Several of these buildings have been vacant for an extended length of time and not adequately maintained. These vacant structures will require extensive rehabilitation to be able to support new commercial tenants. **Approximately 92 buildings, or 49.7 percent of the total 185 buildings are deteriorating or dilapidated.**

2. **Lack of Adequate Utilities.**

The City of Crete Public Works Staff estimates that the water mains in the **Redevelopment Area** range from 4" to 12" in diameter. Portions of the **Area** located north of the Big Blue River, including north of West 13<sup>th</sup> Street and Tuxedo Park, have water mains 4" in diameter. Current standards recommend no smaller than 6" mains in residential areas and no smaller than 8" mains in commercial and industrial areas. Sewer mains in the **Area** also range from four to 12" in diameter. Four inch sanitary sewer mains are located on the Big Blue River bridge and in areas north of West 13<sup>th</sup> Street. No sanitary sewer exists west along 13<sup>th</sup> Street past the Big Blue River. **All development north of the Burlington Northern Santa Fe Railway Corridor and south of the Highway 33 Corridor, with the exception of Westwoods Addition and Schwann's Food Company, is not on City water or City sewer.** Underground water and sewer mains are 40+ years of age. Repeated maintenance and repair issues will be more prevalent as these mains continue to age.

Specific data relating to **Redevelopment Area #2** are discussed in the following paragraphs.

Approximately 108 (58.3 percent) of the total 185 structures in the **Redevelopment Area** were built prior to 1975, thus 40+ years of age. The average age of the residential structures is estimated to be 83.4 years. The estimated average age of commercial buildings is 46.4 years. Wood frame and masonry buildings containing combustible elements and fixtures are located throughout the **Area**, many of which are deteriorated or dilapidated. These buildings, located throughout the **Redevelopment Area**, are in need of structural repair or fire protection.

The field survey identified 112 parcels, or 65.1 percent of the total 172 parcels as being in “fair” condition and an additional 34 parcels, or 19.8 percent in “poor” condition. **Overall, a total of 85 percent of the parcels are in “fair” or “poor” condition.** Generally, conditions combining for this determination included the evaluation of the general condition of structures, site improvements and adjacent right-of-way conditions.

**Conclusion.**

**The conditions which endanger life or property by fire and other causes are a strong presence throughout Redevelopment Area #2.**



## **(11) Other Environmental and Blighting Factors.**

The **Nebraska Community Development Law** includes in its statement of purpose an additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure and economic obsolescence relates to a property's ability to compete in the market place. These two definitions are interrelated and complement each other.

Functional and economic obsolescence is apparent in several residential structures within the **Redevelopment Area**. Originally built in the late 1800s to early 1900s, these residential buildings are approaching 120+ years of age. These older buildings are much smaller by current commercial and residential development standards, as they were constructed on narrow lots measuring 50' or less in width. Due to the lack of adequate maintenance and upkeep, several of these structures are also deteriorating or have become dilapidated. The size, age and condition of these structures are often incapable of being renovated for use by current businesses or residences and thus are functionally and economically obsolete.

Although infrastructure improvements have occurred throughout portions of the **Redevelopment Area**, additional efforts are needed. Numerous problems or obstacles exist for comprehensive redevelopment efforts by the private sector; problems that only public assistance programs can remedy. These include removal of substantially dilapidated structures and socially undesirable land uses, the improvement of water and sewer systems that are outdated and undersized, and the need for addressing storm water drainage that periodically backs up on low-lying properties in the central and southern portions of **Redevelopment Area #2**.

### **Conclusion.**

**Other Environmental, Blighted Factors are a strong presence throughout Redevelopment Area #2, containing a significant amount of functionally and economically obsolete commercial properties and a variety of undevelopable narrow width lots.**

**(12) Additional Blighting Conditions.**

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must (1) meet the eleven criteria by reason of presence and (2) contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. **The average age of the residential or commercial units in the area is at least forty years;**
3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

**One of the aforementioned criteria is prevalent throughout the designated blighted areas.**

The average age of the residential or commercial units in the area is at least forty (40) years.

The estimated average age of the residential structures in **Redevelopment Area #2** is 83.4 years. The average age of commercial structures is approximately 46.4 years. Approximately 58.3 percent, or 108 of the total 185 structures throughout the **Redevelopment Area** are at least 40+ years of age.

**Conclusion.**

**The criteria of average age of residential units is over 40 years of age as one of five additional blighting conditions is a strong presence throughout Redevelopment Area #2.**

## ***DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY***

**Redevelopment Area #2** meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area.**" All **four Factors** that constitute the **Area** as substandard are present to a strong extent. Of the 12 possible **Factors** that can constitute the **Area blighted, 10** are at least a reasonable presence in the **Redevelopment Area.** **Factors** present in each of the criteria are identified below.

### **Substandard Factors**

1. Dilapidated/deterioration.
2. Age or obsolescence.
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.
4. Existence of conditions which endanger life or property by fire and other causes.

### **Blight Factors**

1. A substantial number of deteriorated or dilapidated structures.
2. Existence of defective or inadequate street layout.
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
4. Unsanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Diversity of Ownership
7. Improper subdivision or obsolete platting.
8. The existence of conditions which endanger life or property by fire or other causes.
9. Other environmental and blighting factors.
10. One of the other five conditions.

Although all of the previously listed **Factors** are at least reasonably present throughout **Redevelopment Area #2**, the conclusion is that the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of **Redevelopment Area #2** as **blighted** and **substandard**.

The extent of **Blight** and **Substandard Factors** in **Redevelopment Area #2**, addressed in this Study, is presented in **Tables 1** and **2**, **Pages 6** and **8**. The eligibility findings indicate that **Redevelopment Area #2** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of Crete and support any value added developments. Indications are that the **Area**, on the whole, has not been subject to comprehensive, sufficient growth and development through investment by the private sector nor would the areas be reasonably anticipated to be developed without public action or public intervention.



**Structural/Site Conditions  
Survey Form**

Parcel # \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Section I:**

1. Type of Units: \_\_\_ SF \_\_\_ MF \_\_\_ Mixed Use \_\_\_ Duplex \_\_\_ No. of Units
2. Units: \_\_\_\_\_ Under construction/rehab \_\_\_\_\_ For Sale \_\_\_\_\_ Both
3. Vacant Units: \_\_\_\_\_ Inhabitable \_\_\_\_\_ Uninhabitable
4. Vacant Parcel: \_\_\_\_\_ Developable \_\_\_\_\_ Undevelopable
5. Non-residential Use: \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_ Public  
Other/Specify: \_\_\_\_\_

**Section II: Structural Components**

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
___ Concrete ___ Stone ___ Rolled Asphalt ___ Brick ___ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
___ Asphalt Shingles ___ Rolled Asphalt ___ Cedar ___ Combination ___ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
___ Frame ___ Masonry ___ Siding ___ Combination ___ Stucco ___ Other						
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

**Final Rating:**

\_\_\_\_\_ Sound \_\_\_\_\_ Deficient-Minor \_\_\_\_\_ Deteriorating \_\_\_\_\_ Dilapidated  
**Built Within:** \_\_\_\_\_ 1 year \_\_\_\_\_ 1-5 years \_\_\_\_\_ 5-10 years  
 \_\_\_ 10-20 years \_\_\_\_\_ 20-40 years \_\_\_\_\_ 40-100 years \_\_\_\_\_ 100+ years

**Section III: Revitalization Area**

1. Adjacent Land Usage: \_\_\_\_\_
2. Street Surface Type: \_\_\_\_\_
3. Street Condition: \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P
4. Sidewalk Condition: \_\_\_\_\_ N \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P
5. Parking (Off-Street): \_\_\_\_\_ N \_\_\_\_\_ # of Spaces \_\_\_\_\_  
Surface
6. Railway Track/Right-of Way Composition: \_\_\_\_\_ N \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P
7. Existence of Debris: \_\_\_\_\_ MA \_\_\_\_\_ MI \_\_\_\_\_ N
8. Existence of Vagrants: \_\_\_\_\_ MA \_\_\_\_\_ MI \_\_\_\_\_ N
9. Overall Site Condition: \_\_\_\_\_ E \_\_\_\_\_ G \_\_\_\_\_ F \_\_\_\_\_ P

<b>CRETE REDEVELOPMENT AREA #2</b>							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
<b>AGE OF STRUCTURE</b>							
1-5 Years	2	1.1%	0	1	1	N/A	0
5-10 Years	0	0.0%	0	0	0	N/A	0
10-20 Years	11	5.9%	3	3	1	N/A	4
20-40 Years	64	34.6%	14	18	23	N/A	9
40-100 Years	75	40.5%	46	11	8	N/A	10
100+ Years	33	17.8%	25	1	3	N/A	4
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>FINAL STRUCTURAL RATING</b>							
Sound	54	29.2%	13	18	9	N/A	14
Deteriorating-Minor	39	21.1%	11	10	16	N/A	2
Deteriorating-Major	56	30.3%	40	5	4	N/A	7
Dilapidated	36	19.5%	24	1	7	N/A	4
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>STREET CONDITION</b>							
None	0	0.0%	0	0	0	0	0
Excellent	24	14.0%	11	0	1	10	2
Good	54	31.4%	22	18	5	8	1
Fair	64	37.2%	27	10	7	15	5
Poor	30	17.4%	15	0	8	6	1
<b>TOTAL</b>	<b>172</b>	<b>100.0%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>
<b>SIDEWALK CONDITION</b>							
None	121	70.3%	39	21	19	36	6
Excellent	11	6.4%	7	0	1	1	2
Good	26	15.1%	17	7	1	1	0
Fair	12	7.0%	10	0	0	1	1
Poor	2	1.2%	2	0	0	0	0
<b>TOTAL</b>	<b>172</b>	<b>100.0%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>
<b>DEBRIS</b>							
None	157	91.3%	67	26	18	37	9
Major	4	2.3%	1	0	1	2	0
Minor	11	6.4%	7	2	2	0	0
<b>TOTAL</b>	<b>172</b>	<b>100.0%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>
<b>OVERALL SITE CONDITION</b>							
Excellent	3	1.7%	1	0	0	1	1
Good	23	13.4%	13	6	0	2	2
Fair	112	65.1%	44	19	15	32	2
Poor	34	19.8%	17	3	6	4	4
<b>TOTAL</b>	<b>172</b>	<b>100.0%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>
<b>PARKING SPACES</b>							
Ranges	0-300	0.0%	0-2	0-500	0-350	N/A	1-200
None	0	0.0%	0	0	0	0	0
Hard Surfaced	97	56.4%	35	25	10	23	4
Unimproved	75	43.6%	40	3	11	16	5
<b>TOTAL</b>	<b>172</b>	<b>100.0%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>

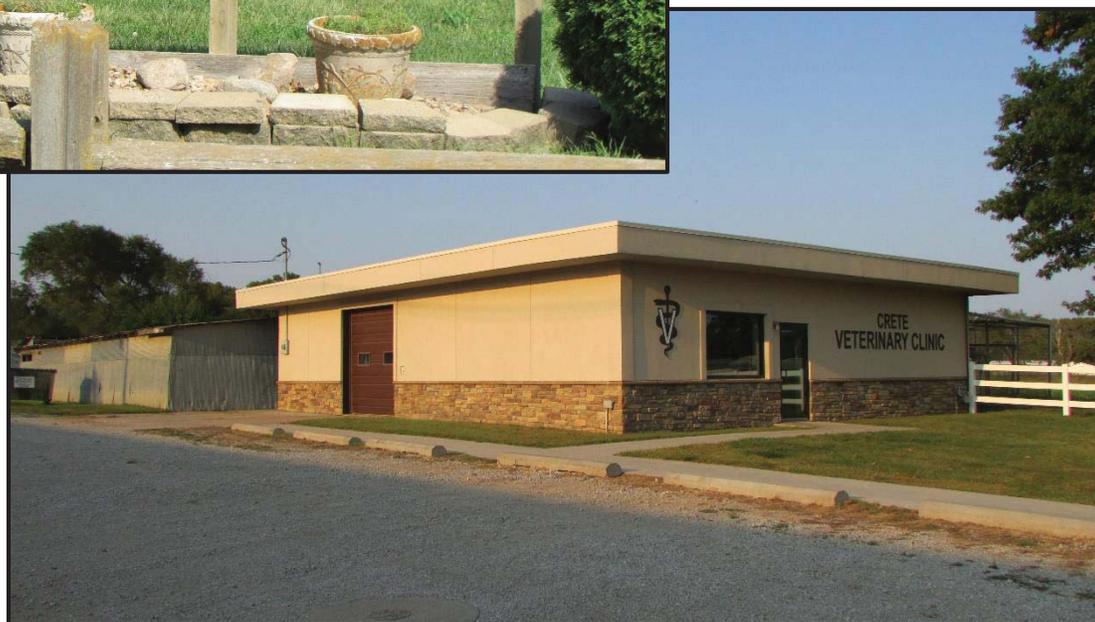
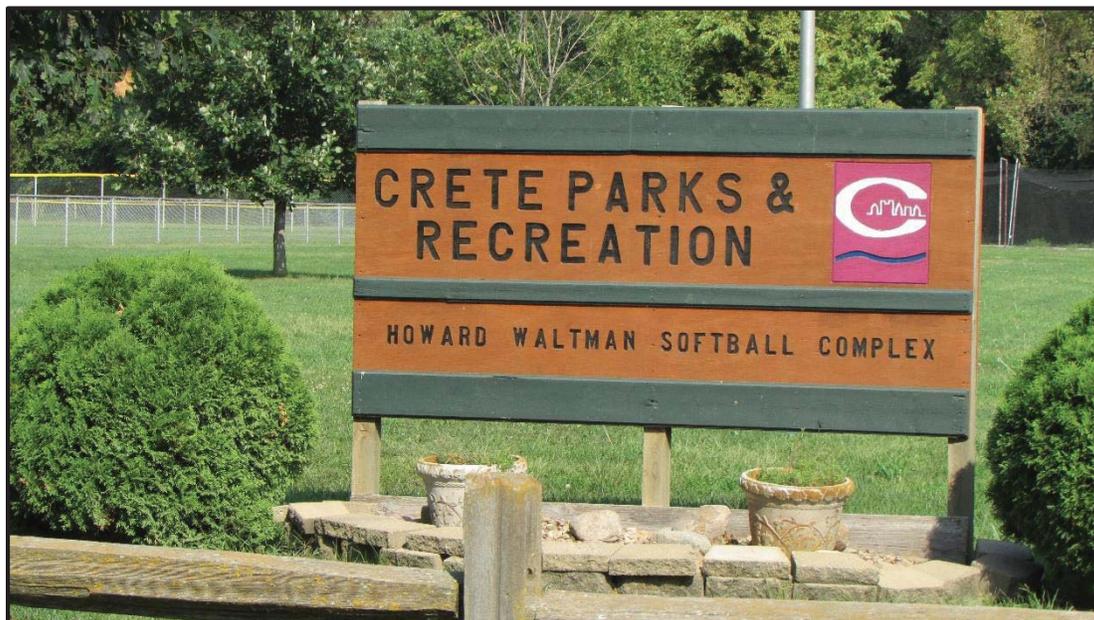
CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
<b>DOORS</b>							
None	5	2.7%	0	2	0	N/A	3
Sound	86	46.5%	46	20	9	N/A	11
Minor	88	47.6%	40	12	25	N/A	11
Substandard	5	2.7%	1	0	2	N/A	2
Critical	1	0.5%	1	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>WINDOWS</b>							
None	29	15.7%	0	5	16	N/A	8
Sound	72	38.9%	37	19	9	N/A	7
Minor	78	42.2%	48	10	10	N/A	10
Substandard	5	2.7%	2	0	1	N/A	2
Critical	1	0.5%	1	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>STREET TYPE</b>							
None	0	0.0%	0	0	0	0	0
Concrete	91	52.9%	33	23	10	21	4
Asphalt	6	3.5%	2	2	0	2	0
Gravel	75	43.6%	40	3	11	16	5
Dirt	0	0.0%	0	0	0	0	0
Brick	0	0.0%	0	0	0	0	0
<b>TOTAL</b>	<b>172</b>	<b>100.0%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>
<b>PORCHES...</b>							
None	1	0.5%	0	1	0	N/A	0
Sound	36	19.5%	13	17	3	N/A	3
Minor	89	48.1%	40	13	20	N/A	16
Substandard	58	31.4%	34	3	13	N/A	8
Critical	1	0.5%	1	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>PAINT</b>							
None	21	11.4%	1	7	9	N/A	4
Sound	68	36.8%	22	18	17	N/A	11
Minor	52	28.1%	33	6	5	N/A	8
Substandard	41	22.2%	29	3	5	N/A	4
Critical	3	1.6%	3	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>DRIVEWAY</b>							
None	1	0.5%	1	0	0	N/A	0
Sound	23	12.4%	7	12	2	N/A	2
Minor	32	17.3%	16	11	4	N/A	1
Substandard	128	69.2%	63	11	30	N/A	24
Critical	1	0.5%	1	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100.0%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>

CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
<b>ROOF STRUCTURE</b>							
None	0	0%	0	0	0	N/A	0
Sound	50	27%	10	16	9	N/A	15
Minor	109	59%	62	17	21	N/A	9
Substandard	26	14%	16	1	6	N/A	3
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>WALL FOUNDATION</b>							
None	0	0%	0	0	0	N/A	0
Sound	79	43%	16	22	24	N/A	17
Minor	98	53%	68	12	9	N/A	9
Substandard	8	4%	4	0	3	N/A	1
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>FOUNDATION</b>							
None	10	5%	7	0	0	N/A	3
Sound	101	55%	30	26	27	N/A	18
Minor	69	37%	49	8	7	N/A	5
Substandard	5	3%	2	0	2	N/A	1
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>FOUNDATION TYPE</b>							
Concrete	155	99%	80	28	32	N/A	15
Stone	0	0%	0	0	0	N/A	0
Rolled Asphalt	0	0%	0	0	0	N/A	0
Brick	2	1%	1	0	1	N/A	0
Other/None	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>157</b>	<b>100%</b>	<b>81</b>	<b>28</b>	<b>33</b>	<b>N/A</b>	<b>15</b>
<b>ROOF SURFACE</b>							
None	0	0%	0	0	0	N/A	0
Sound	105	57%	48	24	15	N/A	18
Minor	56	30%	23	9	18	N/A	6
Substandard	23	12%	16	1	3	N/A	3
Critical	1	1%	1	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>ROOF TYPE</b>							
Asphalt Shingles	94	51%	72	8	4	N/A	10
Rolled Asphalt	22	12%	9	8	2	N/A	3
Cedar	1	1%	1	0	0	N/A	0
Combination	2	1%	0	2	0	N/A	0
Other	66	36%	6	16	30	N/A	14
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>

CRETE REDEVELOPMENT AREA #2							
	TOTAL	PERCENT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	VACANT	OTHER
<b>CHIMNEY</b>							
None	162	88%	72	33	33	N/A	24
Sound	4	2%	3	0	1	N/A	0
Minor	11	6%	10	0	1	N/A	0
Substandard	8	4%	3	1	1	N/A	3
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>GUTTER, DOWNSPOUTS</b>							
None	62	34%	24	7	18	N/A	13
Sound	74	40%	29	23	13	N/A	9
Minor	45	24%	33	4	4	N/A	4
Substandard	4	2%	2	0	1	N/A	1
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>WALL SURFACE</b>							
None	3	2%	0	0	0	N/A	3
Sound	102	55%	38	26	26	N/A	12
Minor	53	29%	31	8	4	N/A	10
Substandard	27	15%	19	0	6	N/A	2
Critical	0	0%	0	0	0	N/A	0
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>WALL SURFACE TYPE</b>							
Frame	34	18%	23	1	0	N/A	10
Masonry	17	9%	1	7	5	N/A	4
Siding	100	54%	47	15	29	N/A	9
Combination	22	12%	9	10	1	N/A	2
Stucco	1	1%	0	0	0	N/A	1
Other	11	6%	8	1	1	N/A	1
<b>TOTAL</b>	<b>185</b>	<b>100%</b>	<b>88</b>	<b>34</b>	<b>36</b>	<b>N/A</b>	<b>27</b>
<b>PARKING SURFACE</b>							
None	63	37%	15	4	4	36	4
Concrete	40	23%	20	16	4	2	0
Asphalt	3	2%	1	1	1	0	0
Gravel	57	33%	36	6	10	1	5
Dirt	6	3%	3	1	2	0	0
Brick	0	0%	0	0	0	0	0
<b>TOTAL</b>	<b>172</b>	<b>100%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>
<b>PARKING SPACES</b>							
None	63	37%	15	4	4	36	4
1 to 2	54	31%	49	2	3	1	0
3 to 5	13	8%	5	5	3	1	0
6 to 10	16	9%	3	7	3	1	3
11 to 20	10	6%	1	3	5	0	1
21 or More	13	8%	2	7	3	0	1
<b>TOTAL</b>	<b>172</b>	<b>100%</b>	<b>75</b>	<b>28</b>	<b>21</b>	<b>39</b>	<b>9</b>

# Crete, Nebraska

General Redevelopment Plan  
Redevelopment Area #2.



Prepared for:

## The City of Crete, Nebraska.



**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

October, 2015

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## **HANNA:KEELAN ASSOCIATES, P.C. COMMUNITY PLANNING & RESEARCH**

*COMPREHENSIVE PLANS & ZONING \* HOUSING STUDIES \*  
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING \*  
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS\**

*\*Lincoln, Nebraska\* 402.464.5383 \**

*\* Becky Hanna, Tim Keelan, Lonnie Dickson, AICP & Keith Carl \**

# GENERAL REDEVELOPMENT PLAN

## Purpose of Plan/Conclusion

The purpose of this **General Redevelopment Plan** is to serve as a guide for implementation of development and redevelopment activities within **Redevelopment Area #2**, in the City of Crete, Nebraska. Redevelopment and development activities associated with the **Nebraska Community Development Law**, State Statutes 18-2101 through 18-2154, should be utilized to promote the general welfare and enhance the tax base, as well as promote economic and social well-being of the Community.

A **General Redevelopment Plan** prepared for the Crete Community Development Agency (CDA) must contain the general planning elements required by Nebraska State Revised Statutes, Section 18-2111 re-issue 2012 items (1) through (6). A description of these items is as follows:

- (1) The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, the **General Redevelopment Plan** must further address the items required under Section 18-2113, "Plan; considerations", which the CDA must consider prior to recommending a redevelopment plan to the Planning Commission and City Council for adoption. These "considerations" are defined as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and

other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight."

### **Location**

Beginning at the intersection of the north line of the Big Blue River with the west Corporate Limit Line, thence southeasterly and southerly along said north and east lines of the River to its intersection with the extended north line of 17<sup>th</sup> Street, thence east along said extended line and continuing to the east along said north line of 17<sup>th</sup> Street to its intersection with the east line of Oak Avenue, thence south along said east line to its intersection with the north line of the Burlington Northern Santa Fe Railway, thence southwesterly along said north railway line to its intersection with the east line of Quince Avenue, thence south along said east line to its intersection with the north line of 13<sup>th</sup> Street, thence east along said north line to its intersection with the west line of Norman Street, thence south along said west line to its intersection with the south line of 12<sup>th</sup> Street, thence west along said south line to its intersection with the east line of Sycamore Avenue, thence south along said east line to its intersection with the south Corporate Limit Line of the City of Crete, thence westerly to its intersection with the east line of Parcel #760050953, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the east line of the southern branch of the Burlington Northern Santa Fe Railway, thence southeasterly to its intersection with the north line of Parcel #76012298, thence east to its intersection with the east line of said Parcel, thence south along said east line to its intersection with the south line of said Parcel, thence west along said south line to its intersection with the west line of the Highway 77 Corridor, thence north-northwesterly to its intersection with the south line of Parcel # 760051062, thence continuing along the south line of Parcel #760145013 to its intersection with the west line of said Parcel, thence north along said west line of Parcel and continuing north along the west line of Parcel # 760051062, then # 760145006 and #760144992 to its intersection of the west and south lines of the Corporate Limit Lines, thence continuing north along said Corporate Limit Line, (also known as the west line of the Westwood Estates Addition), thence continuing north along said Corporate Limit Line and thence the extended west Corporate Limit Line to its intersection with the extended north line of Parcel #760050422, thence east along extended north line and continuing east along the north line of parcel #s 760050422, 760050414 and 760050546 and thence continuing east along the platted north line of 15<sup>th</sup> Street to its intersection with the east line of Idaho Avenue, also known as the west Corporate Limit Line, thence north along said west

Crete, Nebraska

General Redevelopment Plan  
Crete Redevelopment Area #2

Corporate Limit Line around the west and north lines of the Riverside Cemetery and continuing along the east along the north Corporate Limit Line and along the north side of County Fairgrounds and the north line of Tuxedo Park to its intersection of the west Corporate Limit Line and the north line of the Big Blue River, also known as the point of beginning.

The referenced **Redevelopment Area #2**, in the City of Crete, Nebraska, includes the following 172 Parcel ID #s:

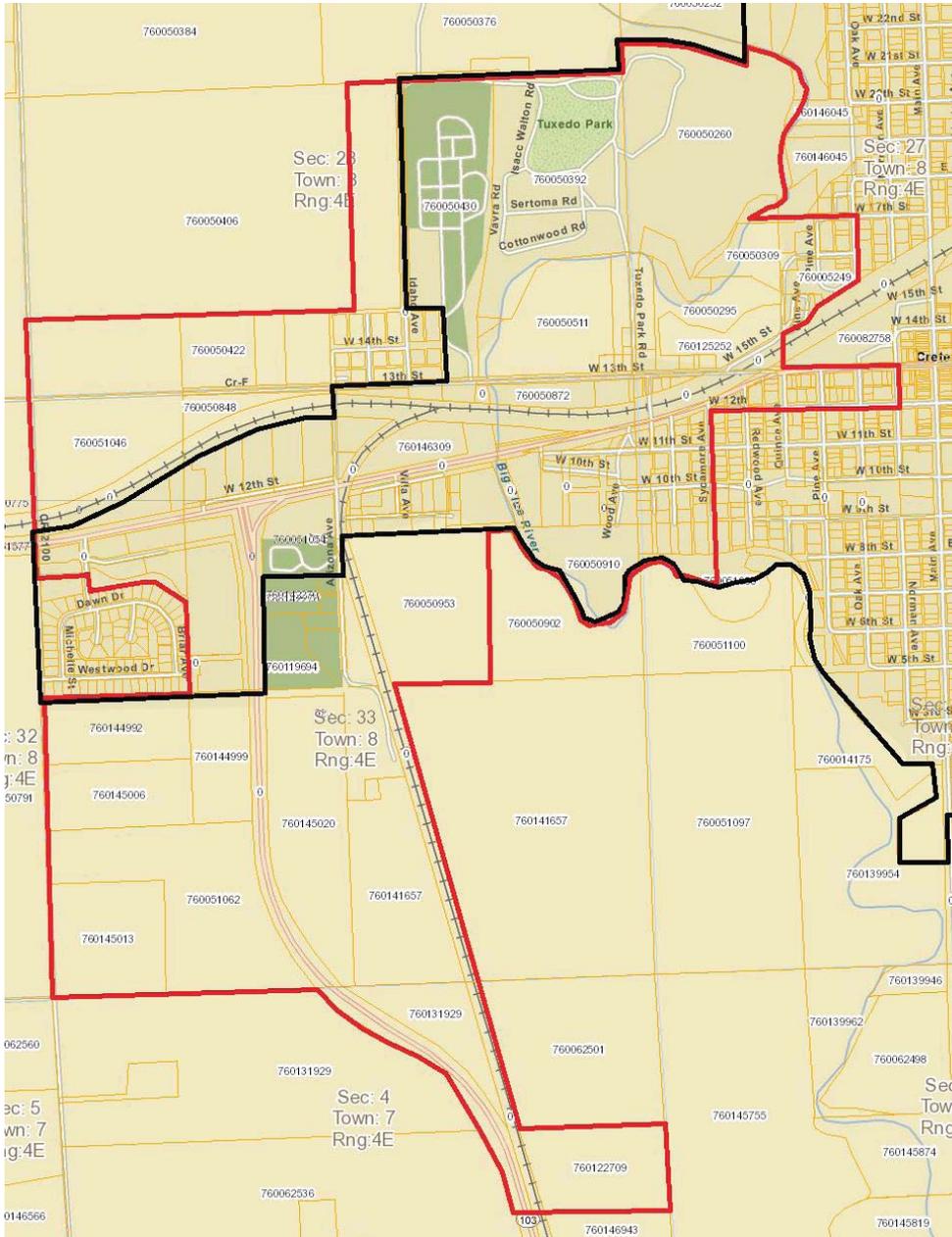
760000255	760000557	760009414	760019525	760050929	760125252
760000012	760000565	760009422	760019541	760050937	760129843
760000204	760000581	760009430	760019568	760050945	760129959
760000220	760000603	760009449	760019576	760050953	760131856
760000239	760000611	760009457	760019584	760050961	760138818
760000247	760000638	760009465	760019592	760050988	760139083
760000263	760000646	760009473	760019606	760050996	760139105
760000301	760000654	760009481	760019614	760051003	760140006
760000328	760003947	760009503	760019622	760051011	760140154
760000336	760004573	760015252	760019630	760051038	760140197
760000344	760005117	760015341	760050260	760051046	760141312
760000352	760005125	760015368	760050279	760051054	760141657
760000360	760005141	760015384	760050295	760051062	760142270
760000379	760005168	760015422	760050309	760052387	760143102
760000387	760005206	760015460	760050325	760052395	760144138
760000395	760005222	760019363	760050333	760052409	760144992
760000409	760005230	760019371	760050392	760064229	760144999
760000417	760005249	760019398	760050422	760064237	760145013
760000425	760006407	760019401	760050430	760065527	760145020
760000433	760006415	760019428	760050465	760082707	760145065
760000441	760009260	760019436	760050481	760082723	760145195
760000468	760009279	760019444	760050538	760082731	760145774
760000476	760009309	760019452	760050546	760114234	760145788
760000484	760009309	760019460	760050848	760119414	760145849
760000492	760009317	760019479	760050856	760119503	760146446
760000514	760009325	760019487	760050864	760119694	760146736
760000522	760009333	760019495	760050880	760119694	760146737
760000530	760009341	760019509	760050899	760119694	
760000549	760009376	760019517	760050910	760122709	

**Illustration 1, Context Map**, identifies the location of **Redevelopment Area #2** in relation to the City of Crete. Portions of the **Redevelopment Area** are located adjacent, but outside the Corporate Limits of Crete. The primary streets within the **Redevelopment Area** are the Highway 33/103 Corridor and west 13<sup>th</sup> Street.

# CONTEXT MAP

## REDEVELOPMENT AREA #2

### CRETE, NEBRASKA



## LEGEND

- Redevelopment Area
- Boundary
- City of Crete
- Corporate Limits

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Crete, Nebraska  
 General Redevelopment Plan  
 Crete Redevelopment Area #2

The planning process for the **Redevelopment Area** has resulted in a listing of general planning and implementation recommendations. As discussed in the **Blight and Substandard Determination Study**, the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of **Redevelopment Area #2** as **blighted** and **substandard**.

### Planning and Implementation Recommendations

To eliminate blighted and substandard conditions and enhance private development and redevelopment activities within the **Redevelopment Area**, the City of Crete will need to consider the following general planning and redevelopment actions. **Tax Increment Financing (TIF) should be considered as a tool to assist in financing both development and redevelopment projects.**

- Create an **“Economic Development Initiative,”** specifically, in the **Redevelopment Area** directed at increasing the tax base and creating jobs. Utilize TIF and private investment for the expansion of existing and the development of new businesses in conformance with the City’s Future Land Use Map and Zoning Regulations.
- Promote the development of new businesses along the Highway Corridor, combined with a local initiative to promote housing development as identified on the Future Land Use Map.
- Prepare an **Annexation Plan** for properties in **Redevelopment Area #2**, currently outside the Corporate Limits.
- **Acquire, demolish and replace** functionally and economically obsolescent commercial, industrial and residential properties throughout the **Redevelopment Area**.
- **Reuse vacant lots** and land areas throughout the **Redevelopment Area**, including along the Highway Corridor. The study of the **Area** identified parcels that are vacant and/or underutilized. Future commercial, public/quasi-public and residential uses should in accordance with the **Land Use Plan** should be marketed for new businesses in these locations.

- Create an **urban/corridor design plan** and implement enhancements along the Highway 33/103 Corridor that provide landscaped areas for better separation between pedestrian sidewalks and the edges of the highway.
- Plan and implement **new housing developments** in the **Redevelopment Area**, utilizing the Crete Community Housing Study as a guide for development.
- Plan and implement a **program of housing rehabilitation** in the **Area**, in an effort to both improve living conditions and enhance the real estate tax base.
- Plan and implement **flood control activities** throughout the **Redevelopment Area**.
- Plan and implement improvements and enhancements/betterments of **Tuxedo Park**.
- Implement **alternative energy systems** throughout the **Redevelopment Area**. This would include the consideration and possible use of wind, solar, geothermal, hydropower and methane energy systems in both existing and new buildings.

### **Infrastructure Systems throughout the Redevelopment Area:**

#### **Municipal Infrastructure:**

- Replace **undersized and aging water and sewer utility mains**, as needed. Portions of the Redevelopment Area consist of water and sewer mains only 4” in diameter and ar 40+ years of age.
- Municipal sidewalks within **Redevelopment Area #2** are, overall, in “fair” to “poor” condition. Sidewalks should be repaired to allow for the ease of use by pedestrian traffic. **A sidewalk ordinance is in place for implementation in Crete.**
- Local streets and highways in “poor” condition should be planned for resurfacing or paving.

#### **Privately Owned Infrastructure:**

- To facilitate the redevelopment of **Redevelopment Area #2**, all privately owned water and sewer service lines are recommended to be replaced in conjunction planned improvements to structures or property. Privately owned and maintained water and sewer service lines that extend from municipal mains to individual structures are typically undersized, constructed of outmoded materials, and are deteriorating. Privately owned and maintained driveways, access roads and parking areas were observed to be deteriorating and in substandard condition.

## **Implementation**

Both a time line and budget should be developed for the implementation of this **General Redevelopment Plan**. Each of these processes should be designed in conformance with the resources and time available by the City. A reasonable time-line to complete the redevelopment activities identified in the **Plan** would be eight to 12 years.

Various funding sources exist for the preparation and implementation of a capital improvement budget designed to meet the funding needs of proposed development and redevelopment activities. These include local and federal funds commonly utilized to finance street improvement funds, i.e. LB840, Community Development Block Grants, Special Assessments, General Obligation Bonds and Tax Increment Financing (TIF). The use of TIF for development and redevelopment projects in the **Redevelopment Area** is deemed to be an essential and integral element of the **Area**. The use of TIF in connection with such projects is contemplated by this **General Redevelopment Plan** and such designation and use of TIF will not constitute a substantial modification to the **Plan**.

The City agrees, when approving the **General Redevelopment Plan**, to the utilization of TIF for appropriate development and redevelopment projects and agrees to pledge the taxes generated from such projects for such purposes in accordance with the Act. Any redevelopment project receiving TIF is subject to a Cost Benefit Analysis. TIF, as a source of public financing, ultimately impacts taxing authorities in the City of Crete and Saline County. Proposed projects using TIF must meet the Cost Benefit Analysis and the "But For" test. Accordingly, "But for TIF" a redevelopment project could not be fully executed and constructed in the Community.

1. **Future Land Use Patterns.**

The existing land use patterns within **Redevelopment Area #2** are described in detail in the **Blight and Substandard Determination Study**. In general, the **Redevelopment Area** consists of agricultural, residential, commercial, industrial, public/quasi-public, parks/open space and vacant land use types. The field survey identified properties and structures classified as being in a deteriorating condition, as well as vacant lands that have remained undeveloped in spite of having available utilities.

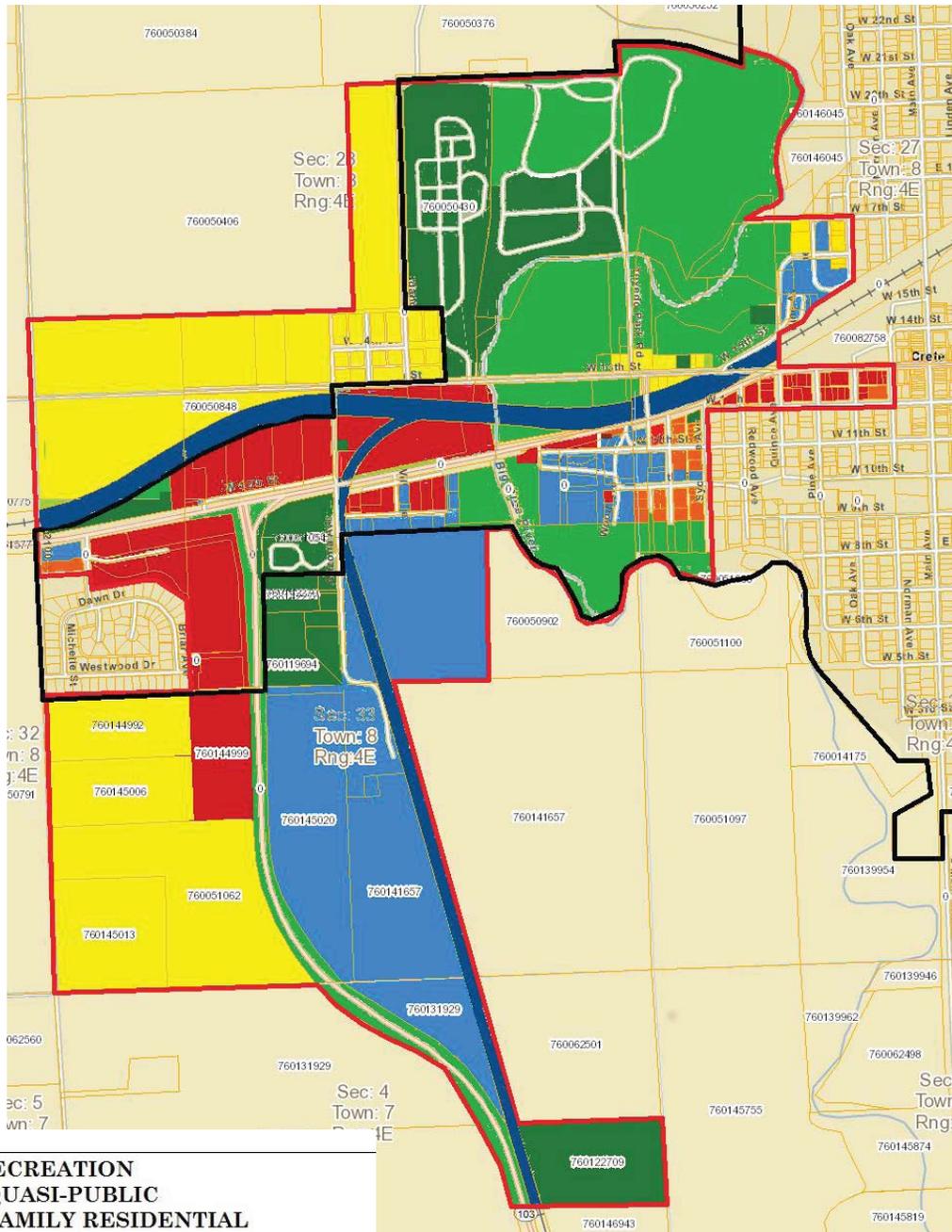
**Illustration 2, Future Land Use Map**, represents an effort to encourage land uses that reflect the land use plan contained within the **Crete Comprehensive Plan** and the current **Zoning Regulations**. The **Future Land Use Map** recommends the development of future commercial uses along the Highway 33/103 Corridor. Single family residential uses are recommended to be expanded along and west of the Highway 33 Corridor, south of Crete and west of Idaho Avenue, in the northern portion of the **Redevelopment Area**. **A Public/Quasi-Public land use is highlighted in the far southern portion of the Area, where a new water treatment plant is proposed.** Single family residential uses are shown in areas that are both in conformance with the **Future Land Use Plan from the Comprehensive Plan** and the current **Zoning Regulations**.

2. **Future Zoning Districts.**

The recommended **Future Zoning Map** for **Redevelopment Area #2** is identified in **Illustration 3**. The **Future Zoning Map** is in conformance with the current **Crete Comprehensive Plan** and specifically with the **Future Land Use Map, Illustration 2**. The entire **Redevelopment Area** is reconfigured to support future developments highlighted in the **Crete Comprehensive Plan**.

# FUTURE LAND USE MAP

## REDEVELOPMENT AREA #2 CRETE, NEBRASKA



### LEGEND

- PARKS/RECREATION
- PUBLIC/QUASI-PUBLIC
- SINGLE FAMILY RESIDENTIAL
- MULTIFAMILY RESIDENTIAL
- MOBILE HOME RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- RAILROAD CORRIDOR
- BODY OF WATER
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUNDARY

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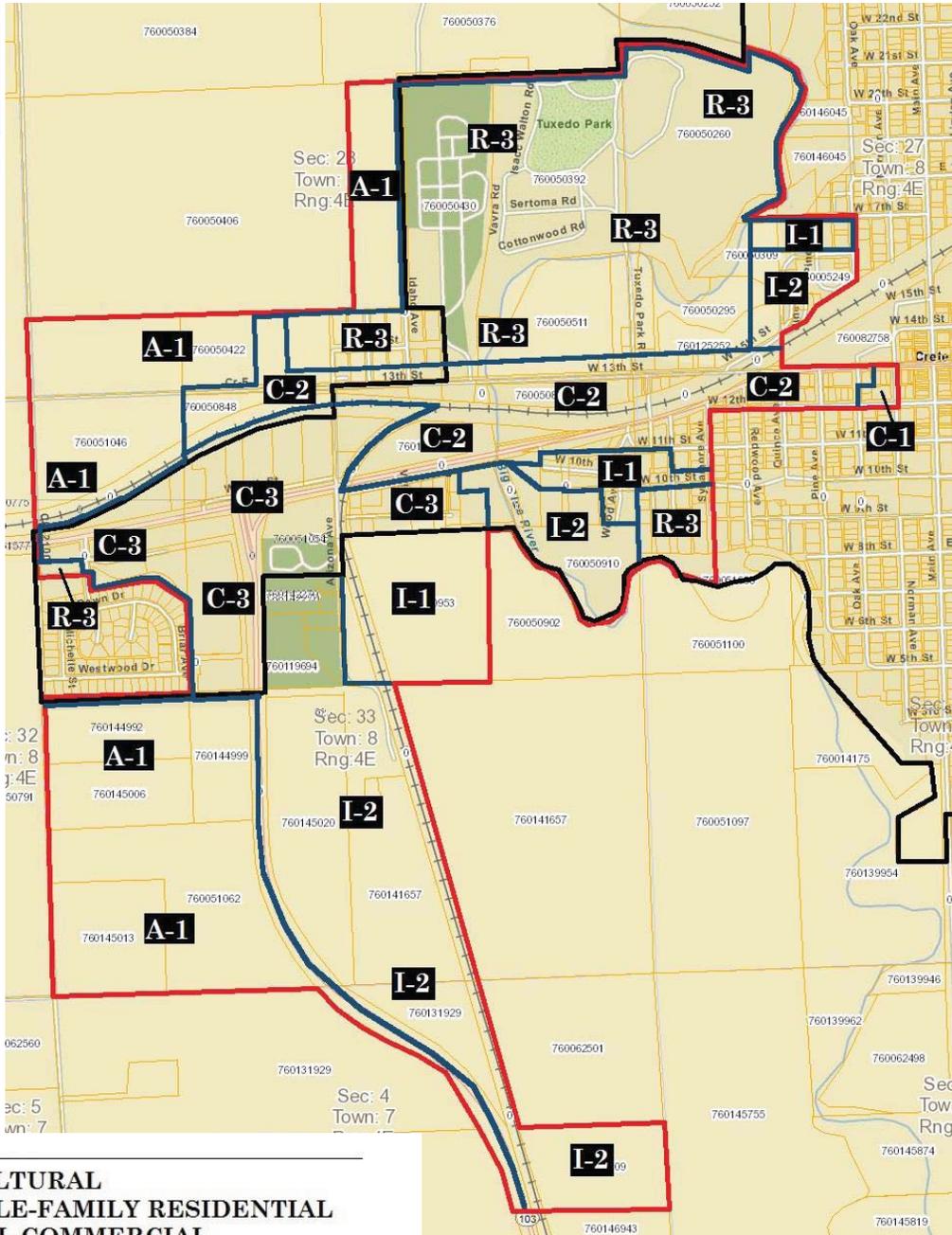
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**ILLUSTRATION 2**

Crete, Nebraska  
General Redevelopment Plan  
Crete Redevelopment Area #2

# FUTURE ZONING MAP

## REDEVELOPMENT AREA #2 CRETE, NEBRASKA



### LEGEND

- A-1 - AGRICULTURAL
- R-3 - MULTIPLE-FAMILY RESIDENTIAL
- C-1 - CENTRAL COMMERCIAL
- C-2 - GENERAL COMMERCIAL
- C-3 - HIGHWAY COMMERCIAL
- I-1 - LIGHT INDUSTRIAL
- I-2 - HEAVY INDUSTRIAL
- CITY OF CRETE CORPORATE LIMITS
- REDEVELOPMENT AREA #2 BOUNDARY
- ZONING DISTRICT BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

\*Lincoln, Nebraska\* 402.464.5383 \*

ILLUSTRATION 3

Crete, Nebraska  
General Redevelopment Plan  
Crete Redevelopment Area #2

### 3. Recommended Public Improvements

The primary purpose for a **General Redevelopment Plan** is to allow for the use of public financing in a specific area. This public financing is planned and implemented to serve as a "first step" for public improvements and encourage private development within the **Redevelopment Area**. The most common form of public improvements occur with infrastructure, specifically streets, water, sanitary sewer and storm sewer systems, sidewalks, open space and recreational uses. The primary infrastructure concerns in the **Area** are the need to monitor utility and infrastructure systems in order to make repairs or replacement as these systems continue to age.

Pedestrian and vehicular safety should be a concern along the Highway 33/103 Corridor, as well as west 13<sup>th</sup> Street. The tendency of vehicles to exceed posted speed limits along these corridors hinders the ability of pedestrians to cross this busy street and could create a potentially hazardous situation with vehicles attempting to access the Highway Corridor.

**The Blight and Substandard Determination Study focused on the public improvement needs for new water and sewer mains, primarily within areas currently not served by municipal water and sewer. Many privately owned driveways, access roads and parking areas are in substandard condition and a detriment to potential redevelopment activity.**

It is recommended that the City of Crete work closely with developers to ensure that future streets within **Redevelopment Area #2** are implemented in conformance with City development standards. New or redeveloped streets, sidewalks, alleys, and privately owned water and sewer service lines shall meet the provisions of the Subdivision Regulations of Crete.

### 4. Alternative Energy Considerations

Development and redevelopment projects on the scale of those identified in document are supplementing the standard energy sources for lighting, heating and cooling, with alternative energy systems such as wind, solar, geothermal, biomass and methane. Individual buildings and large commercial developments are strongly accessing these alternative energy sources in combination with "**green building**" techniques.

“LEED” building certification also guides the use of energy conservation methods to reduce the consumption of energy by HVAC systems in new and rehabilitated buildings. In the United States, LEED certification is recognized as a standard for measuring building sustainability. Achieving this certification demonstrates that the building meets the ideals of being “green.”



Roof top application of an older building in Philadelphia.



Solar panels on top of the Denver Convention Center.



A Helix Wind Turbine on top of a Lincoln, Nebraska Office building.

## Conclusions

A successful **General Redevelopment Plan for Redevelopment Area #2** should guide redevelopment and development opportunities, while securing the viability of this **Area** as a combined Downtown and Highway Commercial service area, while supporting adjacent residential uses. New construction should not imitate, but be compatible by similar materials, colors and heights exhibited by existing structures within, and adjacent the **Redevelopment Area**.

The Crete CDA and the City of Crete should seek funding sources to create a revolving loan and/or grant program for the rehabilitation and improvement of buildings and public uses in **Redevelopment Area #2**. The demolition of existing buildings will enhance the visual appearance of the **Area**, making it more attractive for future development. Prior to transportation network improvements, the City and the CDA should develop a plan to accommodate efficient infrastructure development and improvements.

**The following identifies estimated costs for the improvement of various infrastructure features in Redevelopment Area #2.**

Normal Street Replacement

Costs are dependent on street width and thickness of pavement or overlay. Concrete paving of 6" thick with integral curbs costs an estimated \$45 per square yard. Asphalt overlay has a cost of \$3 per square yard, per inch of thickness of asphalt overlay.

The cost to construct a 6" thick, 30' wide concrete street is \$150 per linear foot. The cost to construct a 6" thick, 60' wide concrete street is \$300 per linear foot.

The cost to construct a 2" thick, 30' wide asphalt overlay is \$20 per linear foot. The cost to construct a 2" thick, 60' wide asphalt overlay is \$40 per linear foot.

Ramped Curb Cuts

\$1,250 each

Sanitary Sewer

\$50 to \$60 per linear foot

Water Valves

\$750 each

Fire Hydrants

\$2,500 each

Overlay of Parking Lots

Asphalt overlay costs \$3 per square yard per inch of thickness of asphalt overlay. Therefore the cost of a 2" overlay of a 150 x 150 foot parking lot is \$15,000.

### Paved Alleys

The cost for paved alleys is dependent on alley width and pavement thickness. A 6" thick concrete alley would cost \$45 per square yard.

The cost of a 6" thick, 16 foot wide concrete alley is \$80 per linear foot.

The cost of a 6" thick, 20 foot wide concrete alley is \$100 per linear foot.

### Storm Sewers

The cost of Storm Sewers is dependent upon the size of the storm sewer pipe and on the number of inlets required. A breakdown of approximate unit prices is as follows:

15" RCP costs \$22 per linear foot

18" RCP costs \$26 per linear foot

24" RCP costs \$35 per linear foot

30" RCP costs \$44 per linear foot

36" RCP costs \$52 per linear foot

42" RCP costs \$61 per linear foot

48" RCP costs \$70 per linear foot

Inlets cost an estimated \$2,500 each. Therefore, assuming 470 linear feet of 30" storm sewer and four inlets per block, a block of storm sewer would cost \$30,680.

## **Public and Private Foundations**

This **General Redevelopment Plan** addresses numerous community and economic development activities for **Redevelopment Area #2**, in Crete, Nebraska. The major components of this **General Redevelopment Plan** will be accomplished as individual projects, however, a comprehensive redevelopment effort is recommended. Just as the redevelopment efforts should be tied together, so should the funding sources to ensure a complete project. The use of state and federal monies, local equity and tax incentives coupled with private funding sources, can be combined for a realistic and feasible funding package. The following provides a summary listing of the types of funding to assist in implementing this **General Redevelopment Plan**. Each selected redevelopment project should be accompanied with a detailed budget of both sources and uses of various funds.

Building Improvement District

Tax Increment Financing

LB 840 or LB 1240

Historic Preservation Tax Credits

Low Income Housing Tax Credits

Sales Tax

Crete, Nebraska  
General Redevelopment Plan  
Crete Redevelopment Area #2

Community Development Block Grants - Re-Use Funds  
Local Lender Financing  
Owner Equity  
Small Business Association-Micro Loans  
Community Assistance Act  
Donations and Contributions  
Intermodal Surface Transportation Efficiency Act

**Private Foundations**

American Express Foundation  
Kellogg Corporate Giving Program  
Marietta Philanthropic Trust  
Monroe Auto Equipment Company Foundation  
Norwest Foundati on  
Piper, Jaffray & Hopwood Corporate Giving  
Target Stores Corporate Giving  
Pitney Bowes Corporate Contributions  
Burlington Northern Santa Fe Foundation  
US West Foundation  
Woods Charitable Fund, Inc.  
Abel Foundation  
ConAgra Charitable Fund, Inc.  
Frank M. and Alice M. Farr Trust  
Hazel R. Keene Trust  
IBP Foundation, Inc.  
Mid-Nebraska Community Foundations, Inc.  
Northwestern Bell Foundation  
Omaha World-Herald Foundation  
Peter Kiewit and Sons Inc. Foundation  
Thomas D. Buckley Trust  
Valmont Foundation  
Quivey-Bay State Foundation

# GENERAL REDEVELOPMENT PLAN AMENDMENTS

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PROJECT NAME / LOCATION AND COST

RESOLUTION #

1.	_____	_____
	\$ _____	
2.	_____	_____
	\$ _____	
3.	_____	_____
	\$ _____	
4.	_____	_____
	\$ _____	
5.	_____	_____
	\$ _____	
6.	_____	_____
	\$ _____	
7.	_____	_____
	\$ _____	
8.	_____	_____
	\$ _____	
9.	_____	_____
	\$ _____	
10.	_____	_____
	\$ _____	

**ECONOMIC DEVELOPMENT PROGRAM**  
**APPLICATION FOR FUNDS**

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

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

**A. APPLICANT INFORMATION:**

Name of Entity Applying for Assistance: Elle's on Main

Business Address: 1103 Main Avenue Crete NE 68333  
(City) (State) (Zip Code)

Contact Person: Lynnferd Begay Telephone Number: 4024187101

Fax Number: \_\_\_\_\_ Email Address: ellesonmain@gmail.com

Federal Tax ID Number: 47-1796035

Type of Entity:     Start-Up     Buyout     Existing

If Existing, Number of Years in Business in Crete: 5.5 years

**Business Classification: (Please Choose One)**

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

**Business Type: (Please Choose One)**

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

Does the Company have a Parent or Subsidiaries?     Yes     No

If Yes, Please List Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City) (State) (Zip Code)

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

Full Name	Title	Ownership Percentage
Lynnferd Begay	owner	50
Sarah Begay	owner	50

Which type of assistance is the entity applying for?

Grant    
  Loan Guarantee If so, Lender? \_\_\_\_\_    
  Other

Explain: use for downpayment on purchase of building

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

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

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

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

If yes, please explain: \_\_\_\_\_

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

Number of Existing Full-Time Equivalent Employees: COVID 19 - not all employees

Number of Full-Time Equivalent Positions to Be Created: \_\_\_\_\_

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

Yes  No

If no, please explain: \_\_\_\_\_

Does the Company Employ Any Seasonal Employees?  Yes  No

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

**B. PROJECT INFORMATION:**

**Please provide a Brief Project Summary Description:**

Elle's on Main LLC is in current negotiations for 1101 Main Avenue. The current offer pending is for \$140,000 and we are requesting 20% to finance this purchase. This building has substantial repairs that we are aware of due to a full inspection that will be Elle's expenditures in the future. Kingery has provided an estimate in regards to the issues that need to be addressed.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$ 140,000.00	\$ 28,000.00
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 140,000.00	
	Total LB840 Funds Requested:	\$ 28,000.00

**C. FUNDING SOURCES AND EQUITY INJECTION:**

If Borrowing, Name of Lender: City Bank and Trust

Loan Amount: 112,000.00 Loan Term (Years): 30

Amount Injected Into the Project by Business/Partners/Owners:  
\$ 0.00

Other Funding Source(s) and Amount(s): Elle's will be assuming costs for needed repairs/maintenan

**C. PROJECT LOCATION:**

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

If Not in City Jurisdiction, please explain local benefit:

---

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

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

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

**E. APPLICANT SIGNATURE:**

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

\_\_\_\_\_  
Applicant's Signature

6.10.20  
\_\_\_\_\_  
Date

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

<b>PRINT NAME</b>	<u>Lynnferd Begay</u> <small>(first, middle, last)</small>
<b>SIGNATURE</b>	<u></u>
<b>DATE</b>	<u>6.10.20</u>

1/19/2010

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PRINT



## ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR FUNDS

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

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

**A. APPLICANT INFORMATION:**

Name of Entity Applying for Assistance: Tuxedo Park Raceway - Team Dice Promotions LLC

Business Address: 6521 Monticello Dr Lincoln NE 68510  
(City) (State) (Zip Code)

Contact Person: Nick Dice Telephone Number: 4028713423

Fax Number: 1 Email Address: nick.a.dice@gmail.com

Federal Tax ID Number: 82-5203568

Type of Entity:     Start-Up     Buyout     Existing

If Existing, Number of Years in Business in Crete: 1 Year

**Business Classification: (Please Choose One)**

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

**Business Type: (Please Choose One)**

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

Does the Company have a Parent or Subsidiaries?     Yes     No

If Yes, Please List Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City) (State) (Zip Code)

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

Full Name	Title	Ownership Percentage
Nick Dice	President	50
Tara Dice	Vice President	50

Which type of assistance is the entity applying for?

Grant     Loan Guarantee If so, Lender? \_\_\_\_\_     Other

Explain: \_\_\_\_\_

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

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

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

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

If yes, please explain: \_\_\_\_\_

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

Number of Existing Full-Time Equivalent Employees: None

Number of Full-Time Equivalent Positions to Be Created: None

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

Yes  No

If no, please explain: \_\_\_\_\_

Does the Company Employ Any Seasonal Employees?  Yes  No

If Yes, How Many: \_\_\_\_\_

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

**B. PROJECT INFORMATION:**

**Please provide a Brief Project Summary Description:**

(\$1,000) - Cornhusker State Games  
 The Cornhusker State Games will be coming to Crete on July 25th 2020. This is the first motorsport event ever held in the CSG's history. There will be a new audience exposed to both Kart Racing and the City of Crete. We expect to see additional coverage via the local news media and the internet.

As part of the project, we are requesting \$500 in funds for awards (trophies) that will be acquired by Team Dice Promotions, LLC. The estimated total cost of the trophies is \$1,000.

Tuxedo Park Raceway will host approximately 12 events in 2020. Our participant count went from 40 to over 60 per week in 2019. We expect to have well over 70 entries at each event this year. On average, each participant brings 3-4 people with them to Crete. With spectators, we are expecting to bring in excess of 400 people to Crete every event. Tuxedo Park Raceway does not charge admission to spectators that are not in the pit area.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$	\$
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$ 1,000	\$ 500
Total Project Cost	\$ 0.00	
	Total LB840 Funds Requested:	\$ 500.00

**C. FUNDING SOURCES AND EQUITY INJECTION:**

If Borrowing, Name of Lender: N/A

Loan Amount: \_\_\_\_\_ Loan Term (Years): \_\_\_\_\_

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

\_\_\_\_\_

Other Funding Source(s) and Amount(s): \_\_\_\_\_

**C. PROJECT LOCATION:**

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

If Not in City Jurisdiction, please explain local benefit:

---

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

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

- Business Plan: Brief Description of the Business
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- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

**E. APPLICANT SIGNATURE:**

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

Applicant's Signature

Date

### Checklist for Local Economic Development Program Application

For a qualifying business to be considered for direct or indirect financial assistance under the Crete Local Economic Development Program an applicant must provide to the City Administrator or Program Administrator:

- A completed and signed application with all required support documents including, but not limited to:
  - A detailed description summary of the proposed project which clearly states what assistance the business is requesting from the program, including evidence that the project qualifies for assistance under the Local Option Municipal Economic Development Act and is consistent with the goals of the Crete Local Economic Development Program.
  - Use of Funds – Total project costs and financing requirement; include copies of any preliminary bids (if applicable/available).
  - A review of key management and employees and their experience as related to the proposed project.
- Start Up Business
  - Current Business Plan for the project and the company, including employment and financial projections;
  - Three (3) Years Financial Projections
  - Past three years personal tax returns
- Existing Business:
  - Most Current Business Plan
  - Three (3) Yearly Financial Statements: Profit & Loss Statements, Cash Flows and Income Statements covering the last three years of business operation, or if a new business, personal income statements.
  - List of Current Obligations (include company Names and Amounts)
  - Past three years personal tax returns
- Letter from Lending Institution(s) (if applicable): Evidence of private financing commitments for investors or lenders.
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws)
- Resume(s) of all owners/co-owners/directors/partners/stockholders: Necessary entity or personal financial information about the Applicant(s), including name, address, past experience, work history, and related information.
- Other information or financial documentation as requested.

**Questions:** Contact City Administrator, Tom Ourada, at 402-826-4313 or email [tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov). **Return** application and supporting documentation to City Administrator, at City Hall, 243 E. 13<sup>th</sup> Street, Crete, NE 68333

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

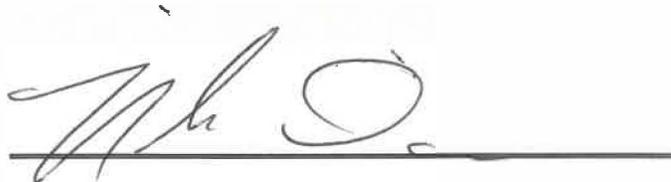
**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

PRINT NAME

Nicholas A Rice

(first, middle, last)

SIGNATURE



DATE

11 Jun 2020

1/19/2010

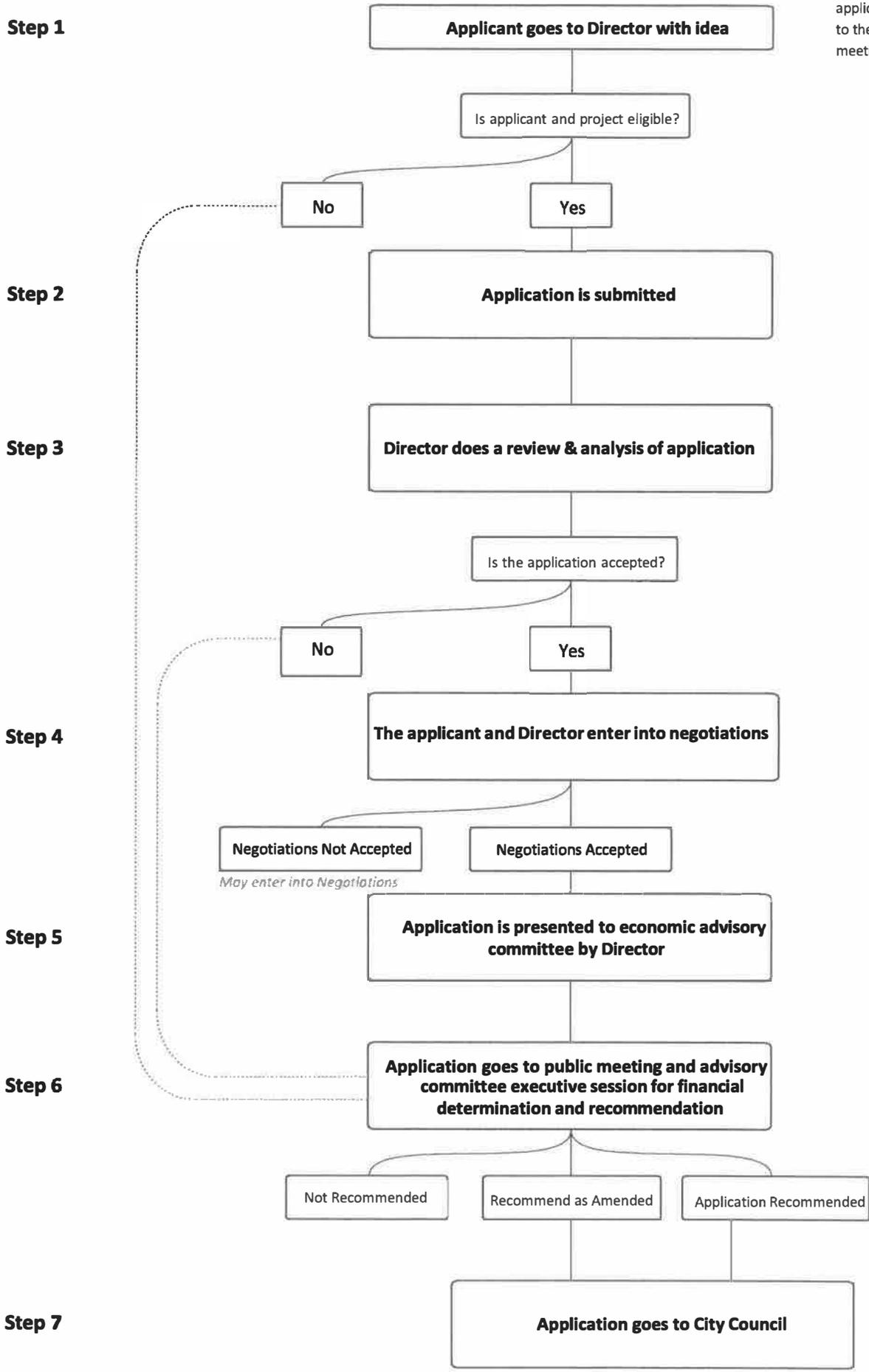
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# LB 840 APPLICATION PROCESS

Next Step In Process

If application is denied, the applicant has the ability to appeal to the advisory board at a public meeting



## ORDINANCE NO. 2110

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO SIDEWALK CAFÉS; TO AMEND SECTIONS OF CHAPTER 8 OF THE CRETE CITY CODE TO ALLOW LIMITED OCCUPATION OF THE PUBLIC RIGHT-OF-WAY; AND TO ENACT A NEW SECTION TO CHAPTER 8, ARTICLE 2 TO REGULATE SIDEWALK CAFÉS.**

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

**Section 1.** That Chapter 8, Article 1, Section 8-101 of the Crete City Code shall be amended as follows:

### **§8-101 DEFINITIONS.**

The following definitions shall be applied throughout this Chapter. When no definition is specified, the normal dictionary usage of the word shall apply.

~~SIDEWALK SPACE. The term “sidewalk space,” as used herein, shall mean that portion of a street between curb lines and adjacent property lines.~~

- (1) “Public right-of-way” means all land between property lines that is dedicated to use by the general public.
- (2) “Sidewalk café” means that portion of the public right-of-way kept, used, maintained, and held out to the public as a place where food or drink is served for consumption on the premises or which is used directly in conjunction with a pedestrian pick-up window.
- (3) “Sidewalk right-of-way” or “sidewalk space” means that portion of the public right-of-way between the curb line and the adjacent property line.
- (4) “Street right-of-way” or “street space” means that portion of the public right-of-way between curb lines.

**Section 2.** That Chapter 8, Article 1, Section 8-103 of the Crete City Code shall be amended as follows:

### **§8-103 MUNICIPAL PROPERTY; OBSTRUCTIONS.**

- (1) ~~Trees and shrubs, growing upon, or near, the lot line, or upon public ground and interfering with the use, or construction of any public improvements shall be deemed an obstruction under this Article. Said trees, shrubs and their roots may be removed by the Municipality at the expense of the owner of the property upon which the tree or shrub is located should the owner fail, or neglect, after notice, to do so. It shall be unlawful for any person, persons, firm, or corporation to obstruct, or encumber, by fences, gates, buildings, structures, or otherwise, any of the streets, alleys, or sidewalks-, except as expressly provided for by this code.~~
- (2) Trees and shrubs growing upon or near the property line or upon the public right-of-way and interfering with the use or construction of any public right-of-way or improvements shall be deemed an obstruction under this Article. Such trees and shrubs and their roots may be removed by the City at the expense of the owner of the property upon which the tree or shrub is located should the owner, after proper notice, fail or neglect to do so.

**Section 3.** That Chapter 8, Article 1, Section 8-106 of the Crete City Code shall be amended as follows:

**§8-106 MUNICIPAL PROPERTY; AWNINGS IN SIDEWALK SPACE.**

All awnings hereafter erected or suffered to remain in the sidewalk space shall be elevated at least seven (~~7~~) feet (7') at the lowest part from the top of the public sidewalk and shall not project over said sidewalk to exceed three-fourths (3/4) of the width thereof. Except as allowed by permit from the City, all awnings They shall be supported without posts by iron brackets or by any iron framework attached firmly to the building, so as to leave the sidewalk wholly unobstructed. ~~thereby; provided, nothing herein shall be construed to prevent the owner of any building from constructing a substantial awning or marquee of non-combustible material supported with or without posts over the sidewalk space if located flush with the outer edge thereof and if permission in writing shall have first been secured from the Mayor and Council.~~

**Section 4.** That Chapter 8, Article 2, Section 8-213 of the Crete City Code shall be amended as follows:

**§8-213 SIDEWALKS; PERMITTED ENCROACHMENTS AND OBSTRUCTIONS;  
REQUIREMENTS; RENEWAL REMOVAL UPON REQUEST.**

- (1) No encroachment and-or obstructions of any kind, except those of a temporary nature due to (loading or and unloading), are allowed upon any sidewalk located on any public right-of-way unless a permit for the encroachment and-or obstruction is applied for and granted by the City. Permits issued pursuant to this section are a unique, personal privilege and may not be transferred to another legal entity or location. Permit holders do not acquire any right, title, or interest in the space permitted to be used. Public works director, and the following requirements, at a minimum, are met, to wit:
  1. ~~Such encroachment and-or obstruction shall not pose a hazard to pedestrians or others using the sidewalk.~~
  2. ~~Such encroachment and-or obstruction shall not hinder or interfere with the normal use of the sidewalk by pedestrians or others.~~
  3. ~~No more that 30% of the sidewalk is obstructed at anyone time and the unobstructed area of the sidewalk is a minimum of six (6') feet (1.82 meters) wide, as measured from the curb, on sidewalks in any commercial zone and a minimum of four (4') feet (1.21 meters) wide, in any residential zone.~~
  4. ~~Proof of liability insurance is provided, naming the City of Crete, Nebraska, as an additional insured, in an amount as set by the Public Works Director.~~
- (2) Except for sidewalk café permits, no sidewalk right-of-way permit shall be issued unless the following requirements are met:
  - (a) Such encroachment or obstruction shall not pose a hazard to pedestrians or others using the sidewalk.
  - (b) Such encroachment or obstruction shall not hinder or interfere with the normal use of the sidewalk by pedestrians or others.
  - (c) No more than thirty percent (30%) of the sidewalk is obstructed at any one time and the unobstructed area of the sidewalk is, in any Commercial or Industrial District, at least six feet wide or, in any Residential District, at least four feet wide.
  - (d) Proof of liability insurance naming the City of Crete as an additional insured is provided under such terms and in such amounts as reasonably determined by the City.
  - (e) Any other special requirements as determined by the City that are reasonably related to special conditions of the property or to the specific use or design of the building, structure, or property.

- (3) All sidewalk right-of-way permits shall expire on the thirtieth day of September following issuance. Annual renewals of such permits may be made for one year by application to the City, and all permit fees shall be due and payable on the first day of October of each year.

**Section 5.** That Chapter 8, Article 2 of the Crete City Code shall be amended by adding a new section 8-214 to read as follows:

**§8-214 SIDEWALKS; SIDEWALK CAFÉS.**

- (1) The record owners of commercial or mixed use property abutting sidewalk right-of-way in areas zoned C-1 Central Commercial District may apply for and obtain a permit to use so much of the sidewalk right-of-way abutting their property as the City determines is not needed for the use of the general public for sidewalk cafés. Any record owner that desires to authorize another to occupy the sidewalk right-of-way shall file with the City a copy of the lease or other agreement covering the abutting property prior to the issuance of the permit. Permits issued pursuant to this section are a unique, personal privilege and may not be transferred to another legal entity or location. Permit holders do not acquire any right, title, or interest in the space permitted to be used.
- (2) Application for a sidewalk café permit shall be made to the City upon a form to be furnished by the City, which application shall include all of the information and any plans or drawings required by the City. Incomplete applications shall not be considered until all deficiencies are remedied to the satisfaction of the City.
- (3) The use of sidewalk right-of-way for a sidewalk café shall continually conform with the requirements of this section and any applicable standards imposed by ordinance, resolution, or order of the City Council, including, but not limited to:
- (a) A clear, unobstructed passageway not less than five feet in width shall be maintained between the sidewalk café area and the curb line, unless the City shall find special circumstances involving site characteristics or the flow of pedestrian traffic that requires a passageway greater than five feet.
- (b) Except for permit areas that are not intended for exclusive use, the permit area shall be separated from the pedestrian passageway with a fence or other rigid barrier that meets the specifications required by the City.
- (c) All umbrellas, canopies, or similar devices and all furnishings, including the number and type of tables and chairs to be provided, are subject to approval by the City and may not be modified or substituted.
- (d) The permit area shall be kept clean and free of any litter deposited on or in the vicinity of it and any fixtures or furniture contained therein shall be kept and maintained in good condition.
- (e) The permit holder shall conduct all activities within the permit area in an orderly fashion and in such a manner as to protect the public health and safety and shall comply with all health, sanitation, and building safety regulations.
- (4) All permit holders shall be required to obtain and maintain public liability insurance in the form of a commercial or comprehensive general liability policy naming the City as an additional insured under such terms and in such amounts as reasonably determined by the City.
- (5) Any person issued a sidewalk café permit shall pay to the City an annual permit fee in an amount determined by the City Council. All sidewalk café permits shall expire on the thirtieth day of September following issuance. Annual renewals of such permits may be made for one year by

application to the City, and all permit fees shall be due and payable on the first day of October of each year.

- (6) Any sidewalk café permit may be suspended or revoked by the City after due notice for any of the following causes:
- (a) Fraud, misrepresentation, or false statements contained in the permit application.
  - (b) Violation of any of the provisions of this section, the requirements imposed by the City, or any other local, state, or federal law.
  - (c) Conducting business in an unlawful manner or in such a way as to constitute a menace to the health or safety of the public.
  - (d) Upon demand of the City Council.

**Section 6.** That the above sections shall be codified as part of the Crete City Code as stated herein.

**Section 7.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

**Section 8.** That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED this 4th day of August 2020.

---

Mayor

ATTEST:

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City Clerk

# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « June » in the year « 2020 »  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« City of Crete Nebraska » « »  
« 243 E 13<sup>th</sup> Street, PO Box 86 »  
« Crete, NE 68333 »  
« Telephone Number: 402-826.4312 »

and the Architect:  
(Name, legal status, address and other information)

« TACKarchitects, Inc. » « Subchapter S Corporations »  
« 2922 North 61<sup>st</sup> Street, Suite 1 »  
« Omaha, NE 68104 »  
« Telephone Number: 402-505-9778 »

for the following Project:  
(Name, location and detailed description)

« Crete Theater Renovation Isis Movie Theatre Renovation »  
« Located in Crete, Nebraska, the Isis Movie Theater is a 5,500 sf movie theater receiving a full interior renovation. »  
« »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« [See Exhibit A, Initial Information](#) »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« [Single story building built in 1915; Brick and clay tile exterior walls with wood roof structure.](#) »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

« [Phase One Construction Budget: \\$310,000.00](#)  
[Phase Two Construction Budget: \\$322,800.00](#) »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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« Phase One & Phase Two design will be completed in one set of construction documents. Commencemnt of design by June 30, 2020. »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Negotiated contract with general contractor with Owner providing donated labor or materials at their request with the Contractor's permission. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

« Tom Ouranda, City Administrator  
City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Phone: 402-826-4312 »

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« »

« Shaylene M. Smith, President  
Blue River Arts Council  
139 W 13<sup>th</sup> Street  
Crete, NE 68333  
Phone: 402-826-5136 »

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« »

« »

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

« »

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§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« N/A »« »  
« »  
« »  
« »  
« »

.2 Civil Engineer:

« N/A »« »  
« »  
« »  
« »  
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« Jared Hinz  
Strong Technical Services  
PO Box 310299  
Des Moines, IA 50331-0299  
Jared.hinz@strong-tech.com »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« Ryan Hier »  
« 2922 N 61<sup>st</sup> Street, Studio 1 »  
« Omaha, NE 68104 »  
« Office Phone: 402-505-9778 »  
« Mobile Phone: 402-826-7484 »  
« Email: rhier@tackarch.com »

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Lange Structural Group, LLC »« »  
« Jim Lange »  
« 3616 Potomac Lane »  
« Lincoln, NE 68516 »  
« Phone: 402-421-9540 »

.2 Mechanical Engineer:

« Branch Pattern »« »  
« 2820 N 48<sup>th</sup> Street »  
« Lincoln, NE 68504 »  
« Phone: 402-464-3833 »

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« »

.3 Electrical Engineer:

« Branch Pattern » « »  
« Tony Maser »  
« 2920 N 48<sup>th</sup> Street »  
« Lincoln, NE 68504 »  
« Phone: 402-646-3833 »

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§ 1.1.11.2 Consultants retained under Supplemental Services:

« None »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« Nonce »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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§ 2.5.1 Commercial General Liability with policy limits of not less than « one million dollars » (\$ « 1,000,000.00 » ) for each occurrence and « two million dollars » (\$ « 2,000,000.00 » ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « one million dollars » (\$ « 1,000,000.00 » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « five hundred thousand dollars » (\$ « 500,000.00 » ) each accident, « five hundred thousand dollars » (\$ « 500,000.00 » ) each employee, and « five hundred thousand dollars » (\$ « 500,000.00 » ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « two million dollars » (\$ « 2,000,000.00 » ) per claim and « two million dollars » (\$ « 2,000,000.00 » ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>As described in section 4.1.2.1a</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>As described in section 4.1.2.1b</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Owner</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« 4.1.2.1a Multiple preliminary design: Architect will develop multiple preliminary design during the conceptual design. Multiple preliminary designs shall be limited to four unless additional preliminary design are mutually agreed upon.

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**4.1.2.1b Architectural Interior Design: Architect will select and specify the architectural interior finish materials. Selection of art, furniture, fixtures, or equipment is not included in the base services.»**

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « two » ( « 2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « six » ( « 6 » ) visits to the site by the Architect during construction split evenly between Phase One Construction and Phase Two Construction.
- .3 « two » ( « 2 » ) inspections per phase for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « one » ( « 1 » ) inspections per phase for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « eight » ( « 8 » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« \$0.00 »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« \$0.00 »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

« Lump sum fee of \$35,700.00 »

~~.2 Percentage Basis~~

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~~(Insert percentage value)~~

~~« ~~( )~~ » % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6:~~

~~.3 Other~~

~~(Describe the method of compensation)~~

~~« »~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« Not provided. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

« On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « zero » percent ( « 0 » %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« thirty »	percent (	« 30 »	%)
Design Development Phase	« twenty »	percent (	« 20 »	%)
Construction Documents Phase	« thirty »	percent (	« 30 »	%)
Procurement Phase	« three »	percent (	« 3 »	%)
Construction Phase 1	« nine »	percent (	« 9 »	%)
Construction Phase 2	« eight »	percent (	« 8 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto. »

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Employee or Category

Rate (\$0.00)

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **« zero »** percent ( **« 0 »** %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

« »

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of **« zero »** (\$ **« 0 »**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **« \$ « »** shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **« sixty »** ( **« 60 »** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

**« 5 »** % **« five percent »**

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« »

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)~~

« »

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)~~

« »

[  ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit A, Initial Information  
Exhibit B, TACKarchitects 2020 Standard Hourly Rate Schedule »

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »

(Printed name and title)

ARCHITECT (Signature)

« J. Christopher Houston, » « Principal »

(Printed name, title, and license number, if required)

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# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « June » in the year « 2020 »  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« City of Crete Nebraska » « »  
« 243 E 13<sup>th</sup> Street, PO Box 86 »  
« Crete, NE 68333 »  
« Telephone Number: 402-826.4312 »

and the Architect:  
(Name, legal status, address and other information)

« TACKarchitects, Inc. » « Subchapter S Corporations »  
« 2922 North 61<sup>st</sup> Street, Suite 1 »  
« Omaha, NE 68104 »  
« Telephone Number: 402-505-9778 »

for the following Project:  
(Name, location and detailed description)

« Crete Theater Renovation Isis Movie Theatre Renovation »  
« Located in Crete, Nebraska, the Isis Movie Theater is a 5,500 sf movie theater receiving a full interior renovation. »  
« »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« [See Exhibit A, Initial Information](#) »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« [Single story building built in 1915; Brick and clay tile exterior walls with wood roof structure.](#) »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

« [Phase One Construction Budget: \\$310,000.00](#)  
[Phase Two Construction Budget: \\$322,800.00](#) »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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« Phase One & Phase Two design will be completed in one set of construction documents. Commencemnt of design by June 30, 2020. »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Negotiated contract with general contractor with Owner providing donated labor or materials at their request with the Contractor's permission. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

« Tom Ouranda, City Administrator  
City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Phone: 402-826-4312 »

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« »

« Shaylene M. Smith, President  
Blue River Arts Council  
139 W 13<sup>th</sup> Street  
Crete, NE 68333  
Phone: 402-826-5136 »

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« »

« »

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

« »

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§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« N/A »« »  
« »  
« »  
« »  
« »

.2 Civil Engineer:

« N/A »« »  
« »  
« »  
« »  
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« Jared Hinz  
Strong Technical Services  
PO Box 310299  
Des Moines, IA 50331-0299  
Jared.hinz@strong-tech.com »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« Ryan Hier »  
« 2922 N 61<sup>st</sup> Street, Studio 1 »  
« Omaha, NE 68104 »  
« Office Phone: 402-505-9778 »  
« Mobile Phone: 402-826-7484 »  
« Email: rhier@tackarch.com »

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Lange Structural Group, LLC »« »  
« Jim Lange »  
« 3616 Potomac Lane »  
« Lincoln, NE 68516 »  
« Phone: 402-421-9540 »

.2 Mechanical Engineer:

« Branch Pattern »« »  
« 2820 N 48<sup>th</sup> Street »  
« Lincoln, NE 68504 »  
« Phone: 402-464-3833 »

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« »

.3 Electrical Engineer:

« Branch Pattern » « »  
« Tony Maser »  
« 2920 N 48<sup>th</sup> Street »  
« Lincoln, NE 68504 »  
« Phone: 402-646-3833 »

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§ 1.1.11.2 Consultants retained under Supplemental Services:

« None »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« Nonce »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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§ 2.5.1 Commercial General Liability with policy limits of not less than « one million dollars » (\$ « 1,000,000.00 ») for each occurrence and « two million dollars » (\$ « 2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « one million dollars » (\$ « 1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « five hundred thousand dollars » (\$ « 500,000.00 ») each accident, « five hundred thousand dollars » (\$ « 500,000.00 ») each employee, and « five hundred thousand dollars » (\$ « 500,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « two million dollars » (\$ « 2,000,000.00 ») per claim and « two million dollars » (\$ « 2,000,000.00 ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>As described in section 4.1.2.1a</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>As described in section 4.1.2.1b</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Owner</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« 4.1.2.1a Multiple preliminary design: Architect will develop multiple preliminary design during the conceptual design. Multiple preliminary designs shall be limited to four unless additional preliminary design are mutually agreed upon.

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**4.1.2.1b Architectural Interior Design: Architect will select and specify the architectural interior finish materials. Selection of art, furniture, fixtures, or equipment is not included in the base services.»**

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « two » ( « 2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « six » ( « 6 » ) visits to the site by the Architect during construction split evenly between Phase One Construction and Phase Two Construction.
- .3 « two » ( « 2 » ) inspections per phase for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « one » ( « 1 » ) inspections per phase for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « eight » ( « 8 » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Field Code Changed

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

Field Code Changed

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« \$0.00 »

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

« \$0.00 »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

Field Code Changed

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

« Lump sum fee of \$35,700.00 »

~~.2 Percentage Basis~~

Field Code Changed

~~(Insert percentage value)~~

~~« ~~( )~~ » % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6:~~

~~.3 Other~~

~~(Describe the method of compensation)~~

~~« »~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« Not provided. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

« On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « zero » percent (« 0 »%), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« thirty »	percent (	« 30 »	%)
Design Development Phase	« twenty »	percent (	« 20 »	%)
Construction Documents Phase	« thirty »	percent (	« 30 »	%)
Procurement Phase	« three »	percent (	« 3 »	%)
Construction Phase 1	« nine »	percent (	« 9 »	%)
Construction Phase 2	« eight »	percent (	« 8 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto. »

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Employee or Category

Rate (\$0.00)

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **« zero »** percent ( **« 0 »** %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

« »

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of **« zero »** (\$ **« 0 »**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **« \$ « »** shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **« sixty »** ( **« 60 »** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

**« 5 »** % **« five percent »**

Field Code Changed

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)~~

« »

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)~~

« »

[  ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit A, Initial Information  
Exhibit B, TACKarchitects 2020 Standard Hourly Rate Schedule »

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »

(Printed name and title)

ARCHITECT (Signature)

« J. Christopher Houston, » « Principal »

(Printed name, title, and license number, if required)

Field Code Changed

**AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF CRETE, NEBRASKA  
AND  
THE BLUE RIVER ARTS COUNCIL, INC.**

**PARTIES**

This document constitutes an agreement between the City of Crete, Nebraska (referred to as "City") and the Blue River Arts Council, Inc. (referred to as "BRAC"), a local organization and Nebraska Nonprofit Corporation formed in 2018, in part for the purpose of renovation and management of the Isis Theatre in Crete, which organization was granted 501(c)(3) status in 2019.

**PURPOSE**

In mid-2018 it was announced that Crete's only movie theater, the Isis Theater, would be closed by its long-time family owner/operator. The Isis Theater, constructed in 1926, has historic significance and is listed as a "contributing" building in Crete's Downtown Historic District. The theater was the first in Nebraska to be able to run films with sound.

City staff, elected officials, and interested residents began discussions about the social and economic importance of retaining the theater. A group of citizens decided to form the Blue River Arts Council Inc. (BRAC) in order to preserve and operate the Isis Theater.

This agreement establishes and reconfirms a partnership between the City of Crete and the Blue River Arts Council, Inc. in order to maximize the potential of retaining and rehabilitating the Isis Theater. This document identifies the responsibilities of the two partners. This document amends and replaces the Memorandum of Understanding entered into between the parties in 2019 in order to reflect the actual terms and costs of renovation of the real estate in order to enter into contracts to commence renovation.

**PROPERTY AND IMPROVEMENTS INVOLVED**

1. Real Estate. The City of Crete has purchased the following real estate which is the subject of this agreement and which is legally described as follows:

139 W 13th St, Crete, NE 68333  
Lot 8 and the East One-Half (1/2) of Lot 9, Block 1, City of Crete, Nebraska

2. Equipment. The personal property and business equipment necessary for operation of the movie theater shall remain with the real property and shall become the property of BRAC upon final payment of all amounts owed as described in the Payment Terms section of this MOU.

3. Improvements. Improvements to be made to real property owned by the City shall be completed in two separate and distinct Phases. Per the written contracts submitted to the City of Crete by TACK Architects and Kingery Construction, the renovation budgets are set as follows:

Phase 1	Building Construction Costs	\$310,000
	TACK Design Fees	\$ 33,810
	Kingery General Cont Fees	\$ 21,840
	TOTAL	\$365,650
Phase 2	Building Construction Costs	\$215,000
	TACK Design Fees	\$ 2,940
	Kingery General Cont Fees	\$ 20,160
	Marquee	\$ 67,000
	Auditorium Seating	\$ 15,000
	TOTAL	\$320,100

Phase 1 includes only the Lobby and Bathroom renovations which will make the front portion of the real estate ADA Compliant. Phase 1 has been determined to be necessary to reopen and operate the movie theater as a going business. This agreement governs only the payments for Phase 1 of the renovation. Only Phase 1 of the project is granted immediate approval to commence.

Phase 2 will include any auditorium renovation to be done including ceiling renovation and replacement of the seating. Phase 2 also includes replacement of marquee on the front of the building. Phase 2 renovations will NOT commence unless and until adequate funding has been obtained through fund raising, grant submissions, and donor solicitations. Phase 2 commencement shall require advance approval by both the City and BRAC.

#### RESPONSIBILITIES OF THE PARTIES

1. General. Both Parties agree to jointly provide information requested in the preparation of applicable grant applications and to utilize funds awarded for the Project towards those elements of the Project as described in the specified grant application and/or any other agreement or contract associated with the funds. Each party is authorized to apply for and seek any grant funding for which the project might be eligible and each party shall provide any letters of support or documentation

requested for any grant application. Each party shall advise the other, at least quarterly, of any applications submitted, and any outcomes received.

2. Ineligible Expenses. Both parties understand that they have successfully obtained a Nebraska Department of Economic Development grant which will be utilized for Phase 1 of this project and they further agree to the terms of the Nebraska CCCFF Program requirement regarding ineligible expenses, to wit:

Not eligible for grant funds, nor for consideration as required local match, are those costs incurred prior to a grant award. Also ineligible are costs associated with facility programming, marketing, advertising, or facility-staffing activities. For construction grants, monies may be used for the purchase and installation of fixed seating, lighting, carpeting, and other fixtures at a facility, but not for temporary and/or portable furniture or equipment.

3. Phase Funding/Construction Timing. Both parties acknowledge and agree that BRAC shall actively solicit and seek funding sources for Phase 2 immediately and that completion of Phase 2 is NOT a contingency for repayment of the costs advanced by the City of Crete for Phase 1. If Phase 2 funding is entirely raised or committed prior to the completion of Phase 1, the City and BRAC shall agree to issue a Notice of Commencement for Phase 2 and to allow its completion prior to reopening the Isis Theatre. If Phase 2 funding is NOT obtained prior to the completion of Phase 1, the City of Crete shall make a final decision regarding the re-issuance of an occupancy permit at its own discretion. BRAC accepts the responsibility of Phase 2 fund raising, acknowledging that the Isis Theatre might be reopened for operation at the request of the City without the completion of the desired Phase 2.

**City of Crete.** The City agrees to perform the following activities:

1. The City shall own the property through the duration of the period of this MOU which is longer than the CCCFF grant-required ownership period

2. The City shall be responsible for rehabilitation, rehabilitation management and oversight, and construction insurance. The City agrees that it shall protect, indemnify, and hold harmless BRAC, and its officers, members, employees and agents from and against all liabilities, damages, claims, demands, judgments, losses, costs, expense, suits, or action and attorneys' fees related to construction.

3. The City shall provide in-kind services in the form of workforce/account labor for improvements totaling approximately \$7,500 in payroll. All such labor shall be approved in advance by the City Administrator. The commencement date of in-kind labor shall be 1/1/2020 so as to include and encompass labor already provided under the initial version of this MOU.

4. In addition to providing labor when specifically requested and approved by the City Administrator and Kingery Construction, the City shall provide cash expenditure from

the funds allocated and held as a revolving fund for purposes of community center renovation for the actual financial costs of Phase 1 which are not paid by the CCCFF grant or directly by the Blue River Arts Council. As renovation expenses are incurred, they shall be invoiced and paid by the City of Crete according to the terms of the contracts the City will enter with TACK Architects and Kingery Construction. The City's maximum financial responsibility for such outlay shall be \$180,000 and said funds shall be paid by BRAC as set out herein.

5. The City shall serve as the fiscal agent and grant administrator for the DED CCCFF grant, already awarded. As fiscal agent, the City shall comply with all requirements of the respective grant award agreement. As grant administrator, the City shall complete all interim and final reports, as well as all other documentation required by the funder on behalf of the grant and copies of such documentation shall be provided to BRAC.

6. The City may, but shall not be required, to apply for any additional sources of funding for Phase 2 as it deems appropriate.

7. The City shall actively support any efforts made by BRAC to obtain funding from third parties for Phase 2. It shall cooperate with BRAC to provide letters of support, financial documents, or project updates as may be necessary for any grant or funding application submitted by BRAC to third-parties within three (3) business days of request for the same.

**Blue River Arts Council Inc. (BRAC)** agrees to perform the following activities:

1. BRAC will provide volunteer labor for any aspects of renovation which may be determined appropriate by the Board of Directors and Kingery Construction. Any such aspects shall be work deemed safe to be provided by general, untrained labor volunteers, such as painting, cleaning, etc. All volunteers hours shall be given credit toward the project at the rate of \$10 per hour for grant-accounting purposes. The commencement date of in-kind labor shall be 1/1/2020 so as to include and encompass labor already provided under the initial version of this MOU.

2. BRAC shall actively seek funding sources for Phase 2 immediately upon approval of this Memorandum of Understanding. BRAC may seek and apply for any governmental or foundation funding or solicit any private donation for which it might be eligible at its own discretion.

3. BRAC shall actively support any efforts the City makes to obtain additional funding for Phase 2. It shall cooperate with the City to provide letters of support, financial documents, or project updates as may be necessary for any grant or funding application submitted by the City to third-parties within three (3) business days of request for the same.

4. BRAC will properly review and provide advance approval of any and all construction and design elements as requested by TACK Architects, Kingery Construction, or the City of Crete. Such review and approval shall be given within three (3) business days of request so as to avoid any delay in construction or renovation. Overall design and budget constraints shall be finally determined and set by BRAC, subject to the terms and conditions of this MOU for payment. All expenses and invoices shall be preapproved by BRAC and submitted to the City Council for payment according to the terms of the contracts being entered into by the City with TACK Architects and Kingery Construction.

5. BRAC may actively solicit the donations of construction materials and labor in-kind from licensed or preapproved contractors or suppliers as allowed by the construction contracts in order to reduce cash outlay for renovation. All such donations shall be made subject to advanced approval by the City of Crete Kingery Construction. All solicitations shall clearly confirm to such companies and contractors that donations are being made to the City of Crete, that the Isis Theatre building is owned by the City of Crete subject to the terms of this MOU, and are subject to final approval by the construction contractor.

6. BRAC shall accept possession of the Isis Theatre when an occupancy permit is issued by City of Crete - even if Phase 2 is not funded or commenced.

7. BRAC shall be responsible for all aspects of ongoing ownership and operation of the Isis Theater commencing with the re-issuance of an occupancy permit; to include day-to-day operations and routine building maintenance as further detailed in, but not limited to, the expenses identified in the Isis Theater Proposal. BRAC shall keep the property in good repair and condition and pay all expenses for utilities and upkeep so as to keep the property free from encumbrances and liens.

8. BRAC agrees and certifies that it will regularly provide the community of Crete movies and entertainment at least weekly once granted and occupancy permit. Further, the Blue River Arts Council agrees to host additional social and cultural events at the property at least once every six (6) months so as to provide the community of Crete additional educational, social, cultural, and other opportunities as set forth in the organizational documents of BRAC, thus allowing the property to serve the community and both the City and BRAC as intended.

9. BRAC agrees and certifies that commencing with the re-issuance of an occupancy permit, it will maintain General Liability Insurance, or the equivalent, at its own expense during the term of this MOU, naming and protecting itself, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this MOU whether such operations are by the party or the party's employees, or those directly or indirectly employed by BRAC. The City shall be added as an additional named insured and as a loss payee on the insurance policy.

The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- a. All acts or omissions - \$1,000,000 each occurrence; \$2,000,000 aggregate; and
- b. Bodily injury/property damage/personal injury - \$1,000,000 each occurrence, \$2,000,000 aggregate; and
- c. Contractual liability - \$1,000,00 each occurrence; and
- d. Medical expenses for volunteers - \$10,000 any one person; and
- e. Fire damage - \$100,000 any single fire.

10. BRAC agrees that the City shall serve as fiscal agent and grant administrator for DED CCCFF funds already awarded. BRAC further agrees that it shall provide requested operating information required for grant reporting within three (3) business days of the request. Fiscal agency and grant administration for funding awarded for Phase 2 from any source shall be determined at the time of the grant award and shall be governed by the terms of the grant when applicable.

11. BRAC agreed to purchase the Isis Theatre property from the City of Crete and to reimburse the City for costs incurred for improvements to the property, up to the sum of \$180,000, as further described in Payment Terms.

#### PAYMENT TERMS

a. The Blue River Arts Council promises to pay to the City of Crete reimbursement for all funds advanced from the City community center funds for purposes of completion of Phase 1 as set out herein.

b. The City shall certify the final sum drawn for payment of expenses for the completion of Phase 1 within thirty (30) days of issuance of an occupancy permit.

c. BRAC shall have ten (10) days from certification to object to any expenses set forth or such final sum shall be the sum due to be paid to the City and the City shall provide BRAC with a Promissory Note, Guarantee of Performance or other security instruments which it may require to specifically set out the payment terms and conditions when such final sum is certified.

d. BRAC shall pay the City of Crete the final sum in equal annual payments of not less than 1/15 of the final sum due, thereby paying in full the funds advanced over the term of 15 years.

e. BRAC's first annual payment shall be due on the first anniversary date of the issuance of the occupancy permit, and payment shall continue annually thereafter until paid in full.

f. BRAC acknowledges that the City of Crete must own the building for at least five years to comply with the terms and requirements of the DED CCCFF grant awarded. Nothing contained herein shall prevent BRAC from otherwise paying the final sum in full early after the first 60 months of occupancy.

g. In the event of a default for a period of ninety (90) days, this MOU may be determined to be in default. Upon such determination, the City may, at its option, re-negotiate the term of the repayment agreement, sever the agreement with sixty (60) days notice to BRAC and resume possession of the Isis Theatre building including all equipment and improvements, or take other actions as determined by the City of Crete up to and including seeking damages from the Blue River Arts Council.

#### PERIOD OF AGREEMENT AND MODIFICATION

This agreement will become effective when signed by the authorized representatives of each entity and will remain in effect throughout the duration of the project and continuing until the City of Crete is paid in full for its advances for construction costs for Phase 1 as set out herein. Upon payment in full of the final sum, the real estate and all equipment and improvements shall be transferred by the City of Crete to the Blue River Arts Council and this agreement shall terminate. Responsibilities described herein shall coincide with the grant period for the DED CCCFF grant awarded, and any extensions of that grant period which may be sought by the parties jointly should delays in construction occur which are outside of the control of the parties.

#### ADDITIONAL RECITALS

1. The MOU may only be amended by written agreement of all parties.
2. This Agreement is the entire Agreement between the City of Crete and the Blue River Arts Council and it replaces in its entirety the initial Memorandum of Understanding which predates the same.
3. To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, their officers, agents and employees from and against such claims, suits, demands, actions, liabilities, losses, penalties, damages, and judgements (including those that arise from injury or death of any persons), or damages to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney's fees, court costs, investigator fees and expert fees) of any nature whatsoever arising out of or resulting from performance of this MOU. This section survives any termination of this MOU.
4. Notwithstanding the above indemnification, the undersign parties shall give all other parties notice of any matter covered herein and shall forward a copy of every demand, notice, summons or other process received in any claim covered by this agreement or pertaining to the real estate which is the subject of this agreement.

5. Each section and every subdivision of a section of this MOU is declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this MOU and invalidity of any section or subdivision of a section shall not invalidate the balance of this agreement.

6. The undersigned person representing the party stated does hereby agree and represent that he or she is legally capable of signing this MOU and may lawfully bind the party so represented.

7. This MOU as to Phase 1 of the planned renovation is NOT contingent on further financing and is deemed financially achievable as set out herein as a result of the award of the DED CCCFF grant and the fund raising already completed by BRAC.

8. This MOU is governed by the laws of the State of Nebraska.

9. At all times during the contract period, both parties shall comply with all applicable federal and state laws.

ACCEPTED BY:

## 2019.044.00 Crete Movie Theater Master Plan

2020\_07-02

Exhibit A

### BUILDING DATA

- First Floor: 4,525 gsf
- Projector Booth: 575 gsf
- **Total Building: 5,100 gsf**

### BUDGET ANALYSIS

- Budget analysis numbers are based on existing building photos, site visits, and drawings dated 2019\_12-24.
- The below number accounts for full interior building renovation & minimal exterior repairs
  - **(\$100 / sf) x (5,100 gsf) = \$510,000 (building construction costs)** which includes the following:
    - Lobby improvements
    - Restroom upgrades (including additional fixtures)
    - Projector Booth
    - Concessions / Ticketing
    - ADA platform
    - House acoustical treatments (walls & ceiling)
    - Flooring
    - New egress stairway
    - Light structural upgrades (as needed)
    - Plumbing & HVAC upgrades
  - This number excludes the following:
    - Purchasing new theater equipment
    - New House Seating
    - New Marquee

### CONSTRUCTION BUDGET SUMMARY

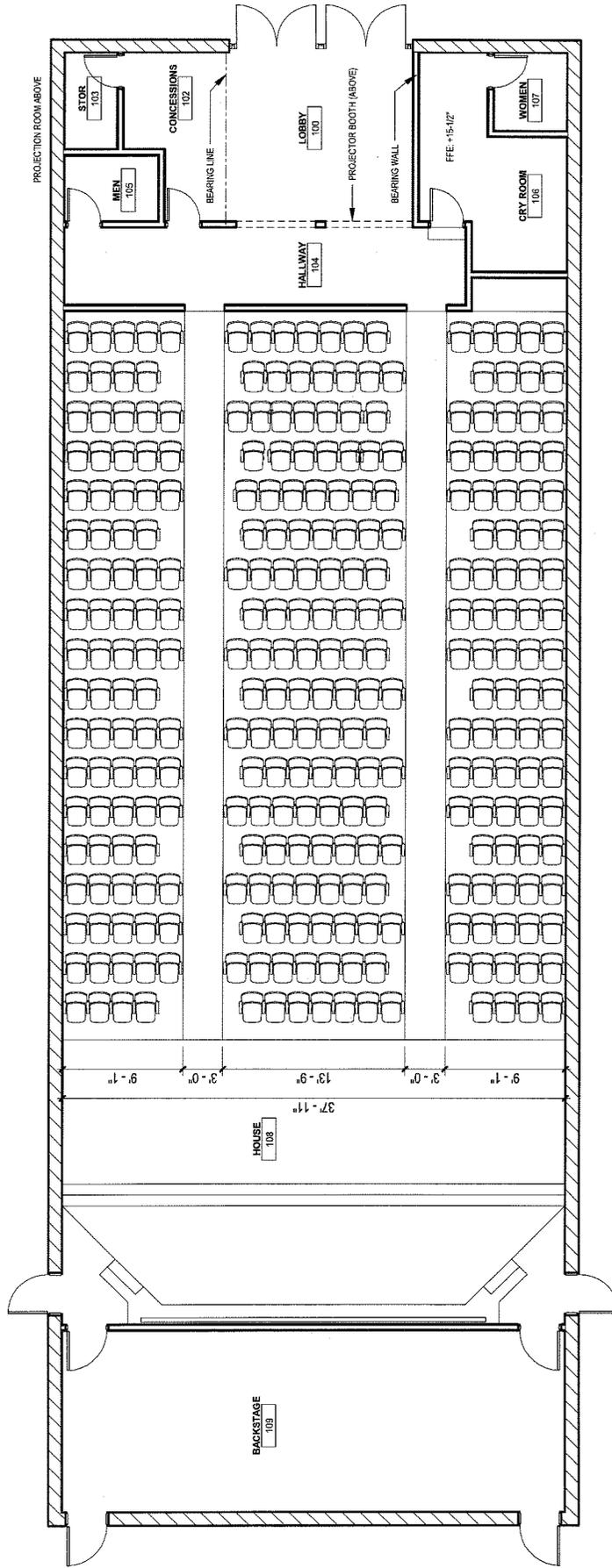
▪ Building Construction Costs (Phase 1)	\$310,000.00
▪ Building Construction Costs (Phase 2)	\$200,000.00
▪ Seating Construction Costs (Phase 2)	\$15,000.00
▪ <b>TOTAL CONSTRUCTION BUDGET</b>	<b>\$525,000.00</b>

### DESIGN & CONSTRUCTION FEES

▪ TACK Design Fees	\$36,750.00 (7% of Total Const. Budget)
○ Phase 1	\$33,810.00 (92% of total fee)
○ Phase 2	\$2,940.00 (8% of total fee)
▪ Kingery Construction Fees	\$42,000.00 (8% of Total Const. Budget)
○ Phase 1	\$21,840.00 (52% of Total Fee)
○ Phase 2	\$20,160.00 (48% of Total Fee)

# TACKarchitects

▪ Total Cost by Phase		
○ Phase 1 Construction Budget		\$310,000.00
○ Phase 1 Design Fees		\$33,810.00
○ Phase 1 Construction Fees		\$21,840.00
○ <b>Phase 1 Total Cost</b>		<b>\$365,650</b>
○ Phase 2 Construction Budget		\$215,000.00
▪ <i>Phase 2 Construction</i>	\$200,000.00	
▪ <i>Phase 2 Seating Construction</i>	\$15,000.00	
○ Phase 2 Design Fees		\$2,940.00 (8% of total fee)
○ Phase 2 Contractor Fees		\$20,160.00 (48% of total fee)
○ <b>Phase 2 Total Cost</b>		<b>\$238,100.00</b>
○ <b>GRAND TOTAL</b>		<b>\$603,750.00</b>



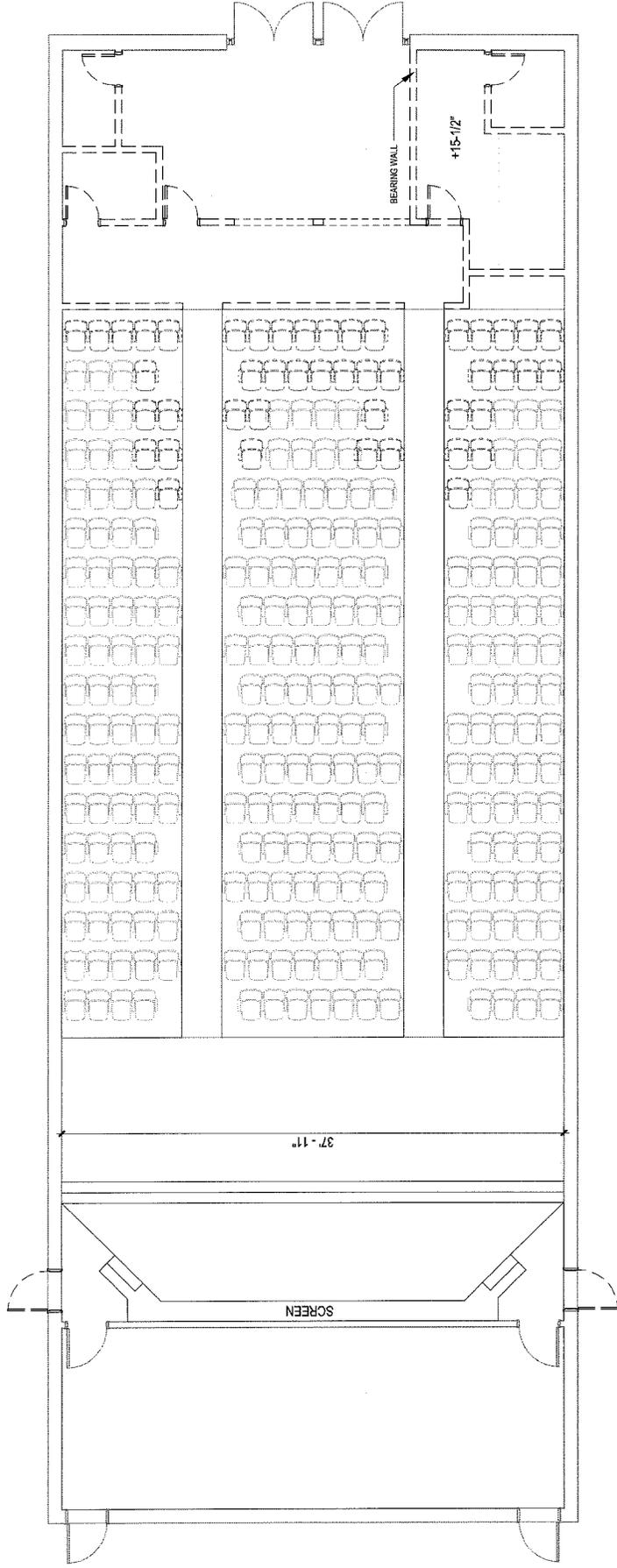
1 EXISTING FIRST FLOOR PLAN  
 S1.00 1/8" = 1'-0"

# Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019\_12-24



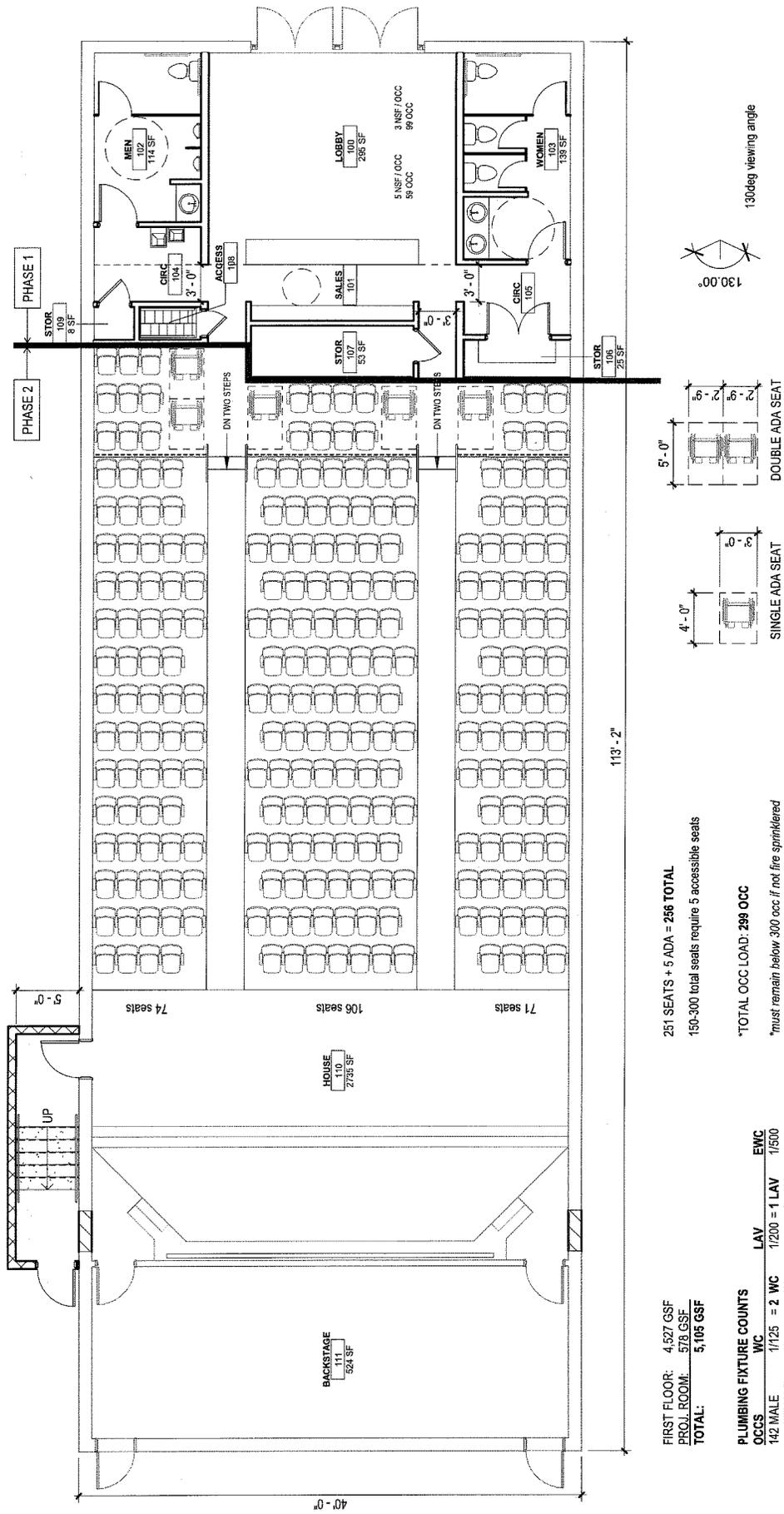
1 FIRST FLOOR DEMOLITION PLAN  
 S1.01 1/8" = 1'-0"

# Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019\_12-24



251 SEATS + 5 ADA = 256 TOTAL  
 150-300 total seats require 5 accessible seats  
 \*TOTAL OCC LOAD: 299 OCC  
 \*must remain below 300 occ if not fire sprinklered

FIRST FLOOR: 4,527 GSF		EWC	
PROJ. ROOM: 578 GSF		1/500	
TOTAL: 5,105 GSF			
PLUMBING FIXTURE COUNTS	WC	LAV	EWC
OCCS	1/125 = 2 WC	1/200 = 1 LAV	1/500
142 MALE	1/65 = 3 WC	1/200 = 1 LAV	
142 FEMALE			

1 FIRST FLOOR PLAN  
 S1.02 1/8" = 1'-0"

# Isis Movie Theater Renovation

Project Number: 2019.044.00  
 Project Status: Master Plan  
 Date: 2019\_12-24

CITY OF CRETE, NEBRASKA  
PLANNING COMMISSION  
MEETING MINUTES OF JULY 27, 2020

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

1. Open Meeting

Planning Commission Chair Dave Hansen called the meeting to order at 7:08pm.

2. Roll Call

Ryan Jindra:	Absent
Scott Kunch:	Absent
Sharon Scusa:	Absent
Bud Clouse:	Present
Dave Hansen:	Present
Justin Kozisek:	Present
Drew Rische:	Present (by Zoom meeting)
Jennifer Robison:	Present
Ronald Schroeder:	Present

Present: 6, Absent: 3.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, City Attorney Kyle Manley, Building Inspector Brad Bailey, Heather Carver with Cline Williams 2335 S 19th Lincoln Ne.

3. Special Order of Business

3.A. Planning Commission Minutes

3.A.1. Planning Commission Meeting Minutes of June 22, 2020.

Approve the Planning Commission minutes of June 22, 2020. Carried with a motion by Bud Clouse and a second by Justin Kozisek.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict)

3.B. Public Hearing regarding Amendment to the Crete Redevelopment Plan.

Open Public Hearing regarding amendment to the Crete Redevelopment Plan.

Carried with a motion by Jennifer Robison and a second by Justin Kozisek.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict): 1

Close Public Hearing. Carried with a motion by Bud Clouse and a second by Justin Kozisek.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict): 1

The Public Hearing was opened at 7:10pm. Heather Carver with Cline Williams generally discussed the project in relation to the requirements of TIF projects. A Benefit Cost Analysis was conducted. Their review indicates that the proposed project meets standards and requirements and is eligible for TIF consideration. The Public Hearing was closed at 7:20pm.

3.C. Consider recommendation to the City Council regarding amendment to the Crete Redevelopment Plan.

Recommend City Council approve amendment to the Redevelopment Plan. Carried with a motion by Jennifer Robison and a second by Ronald Schroeder.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict): 1

3.D. Public Hearing regarding amendment to allowable uses of commercial properties located within both a C-1 District and the Parking Overlay District, disallowing future upper story residential use.

Open Public Hearing regarding amendment to allowable uses of commercial property in C-1 Districts coinciding with Parking Overlay Districts, disallowing future upper story residential use. Carried with a motion by Bud Clouse and a second by Jennifer Robison.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict): 1

Close Public Hearing. Carried with a motion by Bud Clouse and a second by Ronald Schroeder.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict): 1

The Public Hearing was opened at 7:27pm. City Administrator Tom Ourada outlined parking and other issues related to downtown upper story apartments. He reported that the City Council has been reviewing a number of

ways to mitigate these issues. Commission members expressed several concerns such as potentially creating unusable space in upper story buildings, decreasing the value of downtown buildings, and potentially decreasing building owners' revenue stream in the case of apartment rental. The Public Hearing was closed at 7:46pm.

3.E. Review and recommendation to City Council regarding Ordinance XX amending allowable uses of commercial properties located within both a C-1 District and the Parking Overlay District, disallowing future upper story residential use. Do not recommend the proposed amendment disallowing future upper story residential use and recommend City Council explore alternative options such as reducing the parking lot fee and then evaluating those results before taking other actions. Carried with a motion by Jennifer Robison and a second by Ronald Schroeder.

Drew Rische: Abstain (With Conflict – remote attendance), Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Jennifer Robison: Aye, Ronald Schroeder: Aye  
Aye: 5, No: 0, Abstain (With Conflict): 1

#### 4. Officers' Reports

#### 5. Adjournment

The meeting was adjourned at 8:06pm.

Recorded by City Clerk Judi Meyer

**CITY OF CRETE, NEBRASKA  
ECONOMIC DEVELOPMENT ADVISORY BOARD  
MINUTES OF JULY 9, 2020**

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

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

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

1. Open Meeting

Board Chair Cody called the meeting to order at 12:15pm.

2. Roll Call

Manny Dimas: Present

Paul Heath: Present

Scott Kuncl: Present

Ken Marvin: Present

Mike Pavelka: Present

Lizeth Umana: Present

Cody Vance: Present

Present: 7. Absent: 0

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, City Attorney Kyle Manley.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Ken Marvin and a second by Lizeth Umana.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye

Aye: 7, No: 0

3.A. Meeting Minutes

3.A.1. Advisory Board Minutes of June 11, 2020.

3.B. Financial Report

4. Special Order of Business

4.A. City of Crete Economic Development Plan

4.A.1. Status of Investments with Performance Requirements

4.A.1.a. Little Peanuts Year 4 Response

#### 4.A.2. Housing

#### 4.B. Applications for Consideration

##### 4.B.1. Elles on Main request for funds to assist with purchasing their building.

Approve Elles on Main request for \$28,000 to include creation and filing of a Deed of Trust. Carried with a motion by Mike Pavelka and a second by Ken Marvin.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye  
Aye: 7, No: 0

Tom stated that the request represents 20 percent of the total project budget.

##### 4.B.2. Nick Dice Promotions request for funds for the Cornhusker State Games event.

Approve Nick Dice Promotions request of \$500 for funds for the Cornhusker State Games event. Carried with a motion by Ken Marvin and a second by Scott Kuncl.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye  
Aye: 7, No: 0

#### 4.C. Application Introductions

##### 4.C.1. Saline Medical Plaza LLC Request for \$100,000

Include the application on the August agenda for consideration. Carried with a motion by Mike Pavelka and a second by Ken Marvin.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye  
Aye: 7, No: 0

Tom described the renovations that are proposed to be completed. The applicant would provide receipts related to the new roof installation.

#### 5. Officers' Reports

#### 6. Adjournment

Motion to adjourn. Carried with a motion by Ken Marvin and a second by Mike Pavelka.

Manny Dimas: Aye, Paul Heath: Aye, Scott Kuncl: Aye, Ken Marvin: Aye, Mike Pavelka: Aye, Lizeth Umana: Aye, Cody Vance: Aye  
Aye: 7, No: 0

The meeting was adjourned at 12:47pm.

Recorded by City Clerk Judi Meyer

**July 21, 2020**  
**Semi-Annual Financial Report**

	December 31, 2019		June 30, 2020	
	CASH	LOAN GUARANTEE	CASH	LOAN GUARANTEE
BEGINNING BALANCES	\$773,045.88	\$284,615.93	\$771,041.92	\$306,805.54
<b>RECEIPTS</b>				
LB840 SALES TAX	\$235,431.59		\$225,829.33	
LB840 SALES TAX		\$23,543.16		\$22,582.93
OTHER INCOME (INTEREST)	\$9,318.83		\$4,512.09	
GENERAL FUNDS	\$12,696.00		\$0.00	
MISC.	\$5,659.00		\$0.00	
<b>EXPENDITURES</b>				
LOAN GUARANTEES		\$0.00		\$0.00
OPERATIONS (\$41,500 ANNUAL)	\$26,368.59		\$22,385.53	
POOL BOND PAYMENTS (\$157,410 ANNUAL)	\$150,726.25		\$9,409.50	
DTR PHASE II	\$88,014.54		\$0.00	
FINANCIAL ASSISTANCE FUNDS AVAILABLE	<b>\$771,041.92</b>		<b>\$969,588.31</b>	
*LOAN AMOUNT TO GUARANTEE (150%) AVAILABLE		<b>\$462,238.63</b>		<b>\$494,082.71</b>

\*ED Plan Section VII

E. At no time may the City pledge more than 150% of the current balance of the funds retained for approved loan guarantees or projects.

## LEGISLATURE RESUMES SESSION

# LEGISLATIVE BULLETIN

## LEAGUE OF NEBRASKA MUNICIPALITIES

106th Legislature, Second Session

July 24, 2020 - Bulletin 32



- **LB 632: Legislature advances utility disconnect changes and prohibition of plastic bag bans**
- **LB 424: Land bank advances to next round of debate**
- **July 27 Hearing on Open Meetings Act Amendment Cancelled**  
Dick Clark, Legal Counsel to the Government, Military and Veterans Affairs Committee, informed the League on July 24 that a cancellation notice was filed to cancel the hearing on AM 3104 to LB 1167, which was scheduled for July 27 at 8 a.m. Unfortunately, the Governor's office persuaded Sen. Brewer, Chair of the Government Committee, not to hold a hearing on the amendment. Sen. Brewer will not schedule another hearing for AM 3104. Dick indicated that there will be a hearing scheduled for the proposed amendments to the Online Notary Public Act.
- **LB 1222 (Wayne): League strongly opposes bill introduced on July 23 to adopt the 'Municipal Police Oversight Act'**

## LB 632: Legislature advances utility disconnect changes and prohibition of plastic bag bans

On July 22, the Legislature advanced to Select File, **LB 632**, which was amended to include provisions of two bills, **LB 933** and **LB 861**. LB 933 would modify the utility disconnect laws and LB 861 would prohibit municipalities from adopting any ordinance that prohibits the use of consumer merchandise containers such as plastic bags.

The disconnect provisions introduced by **Sen. Sue Crawford** of Bellevue have been modified from the original language of LB 933 to make several changes to the utility disconnect laws. The current provisions in LB 632 would require that reconnect fees do not exceed the reasonable cost of the reconnection, require that disconnect information be available on the website for all utilities except villages and would add physician assistants and advanced practice registered nurses to the list of medical professionals who can write the certifi-

cate to extend the disconnect period by 30 days. The original language extended the disconnect medical note grace period from 30 to 60 days, but this requirement has been removed.

LB 632 also contained the provisions of LB 861 introduced by **Sen. Dan Hughes** of Venango. The language would prohibit municipalities from adopting any ordinance that prohibits the use of consumer merchandise containers such as plastic bags. However, the language also would affect many consumer items beyond plastic bags. There was a motion by Sen. Megan Hunt of Omaha to divide the committee amendment and vote on the provisions of the original LB 861 separately. Lieutenant Gov. Mike Foley, sitting as the Chair of the Legislature, ruled that the amendment was divisible. The Legislature then voted 28–10 to advance the provisions of the original LB 861 as part of LB 632.

## LB 424: Land bank advances to next round of debate

On a vote of 26-11 with 12 present and not voting, **LB 424**, the bill that allows land banks statewide, was advanced to the next round of debate.

LB 424, introduced by **Sen. Dan Quick** of Grand Island, allows municipalities to join together to create land banks. Currently, only the City of Omaha has a land bank. In 2013, LB 97 was passed by the Legislature which allowed the creation of land banks. Under that bill, only Omaha and cities in Sarpy County were authorized to create a land bank. Because of the success of the land bank in Omaha, many other municipalities expressed interest in creating their own land banks.

With LB 424, any municipality may join with other municipalities to form a land bank using the Interlocal Cooperation Act. With the committee amendment, Omaha and Lincoln are the only municipalities who can operate stand-alone land banks. The bill also allows municipalities to work with the Omaha land bank to provide administrative support.

During the legislative debate on July 21, two important amendments were adopted. The first amendment, by Sen. Dan Quick of Grand Island, included several provisions intended to alleviate concerns raised by the opponents of the bill. These provisions included more clearly defining conflicts of interest for land bank board members, prohibiting land banks from issuing bonds, prohibiting land banks from receiving property tax revenue from a political subdivision pursuant to an agreement under the Joint Public Agency Act and changing the provisions of how to dissolve a land bank. Sen. Quick's amendment was adopted on a vote of 37-0 with 10 present and not voting and two members excused. The next amendment adopted was the standing committee amendment which allows the City of Lincoln to have its own stand-alone land bank. That amendment was adopted on a vote of 30-0 with 18 present and not voting and one excused.

*Continued on page 3*

## **LB 1222 (Wayne): League strongly opposes bill introduced on July 23 to adopt the ‘Municipal Police Oversight Act’**

Following extensive debate on July 23, Omaha Sen. Justin Wayne was successful in persuading 32 Senators to vote in favor of a motion to suspend the rules and allow for **LB 1222** to be introduced; State Senators are allowed to introduce bills only in the first 10 days of a legislative session, unless the Speaker introduces a bill on behalf of the Governor or a motion to suspend the rules is successful.

The hearing on LB 1222 is scheduled for July 31 at 1 p.m. The League has been coordinating efforts with law enforcement organizations and their respective lobbyists to organize opposition testimony for the hearing.

Thanks to the following individuals and organizations who participated in meetings with the League staff on short notice to discuss how LB 1222 would jeopardize effective law enforcement and public safety:

- **Marty Bilek**, Mayor Stothert’s Chief of Staff
- Lincoln Police Chief **Jeff Bliemeister**
- **Adelle Burk**, Lincoln Mayor’s Policy Aide
- **Jack Cheloha**, Omaha Deputy City Attorney/Omaha Lobbyist
- **Tony Connor**, Pres. of the Omaha Police Union
- Holdrege Police Chief **Dennis Damoude**
- Grand Island Police Chief **Robert Falldorf**
- **Eric Gerrard**, Attorney/Lincoln Lobbyist
- **Brenda Gunn**, La Vista City Administrator

## **LB 424: Land bank advances to next round of debate**

*Continued from page 2*

Continuing negotiations will occur between now and when LB 424 will appear back on the agenda for Select File debate. The League and other interested parties will negotiate with the Omaha Municipal Land Bank, LIBA, Sen. Hilgers and others to try to find common ground on some remaining issues.

As always, thank you for your continuing support of land banks! We truly appreciate your reaching out to your State Senators and urging them to support LB 424.

- Crete Police Chief **Steve Hensel**, Pres. PCAN
- **Aaron Hanson**, Legislative Liaison for OPOA, former Pres. of the Omaha Police Union, Sergeant of North Omaha Gang Unit
- North Platte Police Chief **Dan Hudson**
- **Sean Kelley**, Lobbyist for the Omaha Police Union and FOP
- **Joe Kohout**, Lobbyist, United Cities of Sarpy County (UCSC)
- Veterans Affairs (Retired) **Mark Kula**
- La Vista Police Chief **Bob Lausten**
- North Platte Mayor **Dwight Livingston**, League President and retired North Platte Deputy Police Chief
- Chadron Police Chief **Tim Lordino**
- Fremont Detective **Brandon Lorenson**, Pres. POAN
- OPD Officer **Jim Maguire**, Pres. of NE FOP
- **Brennan Miller**, Lobbyist, UCSC
- **Julia Plucker**, Lobbyist for the Omaha Police Union and OPOA
- **Walt Radcliffe** of Radcliffe, Gilbertson & Brady, League Contract Lobbyist
- Plattsmouth Police Chief **Steve Rathman**
- Omaha Police Chief **Todd Schmaderer**
- Scottsbluff Police Chief **Kevin Spencer**

LB 1222 would apply to any municipality required to have a Civil Service Commission (cities of the first class) or any city which has adopted a home rule charter (Omaha and Lincoln). The bill provides, in part, that each city would be required to create a citizen police oversight board by ordinance comprised of seven members of the public appointed by the mayor and approved by the council. The oversight board would be mandated and authorized to investigate and address grievances and complaints filed by members of the public against the police department and any officers; investigate all shootings involving police officers; and report findings and recommendations relating to police misconduct to the mayor and council and all applicable federal and state registries. The city would be required to provide

*Continued on page 4*

## ***LB 1222 (Wayne): League strongly opposes bill introduced on July 23 to adopt the ‘Municipal Police Oversight Act’***

*Continued from page 3*

the oversight board with sufficient funding to adequately perform its duties. The oversight board would be required to employ “dedicated staff investigators.” In addition, the oversight board and its investigators would be authorized to inspect and examine all police department records and documents, including police

department personnel records. The investigators and oversight board also would have extensive authority, including the power to issue subpoenas. There are many other problematic provisions in LB 1222 which make it unworkable. [Click here](#) for LB 1222, which also is included with this *Bulletin*.

LEGISLATURE OF NEBRASKA  
ONE HUNDRED SIXTH LEGISLATURE  
SECOND SESSION

**LEGISLATIVE BILL 1222**

Introduced by Wayne, 13.

Read first time July 23, 2020

Committee: Urban Affairs

1 A BILL FOR AN ACT relating to municipalities; to adopt the Municipal

2 Police Oversight Act.

3 Be it enacted by the people of the State of Nebraska,

1           Section 1. Sections 1 to 16 of this act shall be known and may be  
2 cited as the Municipal Police Oversight Act.

3           Sec. 2. The Legislature finds that oversight of local law  
4 enforcement agencies is a matter of state concern, particularly in larger  
5 cities which maintain sizeable police forces. Local law enforcement  
6 agencies are the primary agencies providing enforcement of criminal laws  
7 adopted under state law. Under the Civil Service Act, the state requires  
8 that certain cities having a population of more than five thousand  
9 inhabitants, as determined by the most recent federal decennial census or  
10 the most recent revised certified count by the United States Bureau of  
11 the Census, which employ full-time police officers maintain a civil  
12 service commission. The Legislature further finds that certain cities  
13 should also establish an oversight board to monitor, investigate, and  
14 evaluate police standards and practices.

15           Sec. 3. For purposes of the Municipal Police Oversight Act:

16           (1) City means (a) any city which is required to have a civil  
17 service commission under the Civil Service Act or (b) any city which has  
18 adopted a home rule charter pursuant to sections 2 to 5 of Article XI of  
19 the Constitution of Nebraska and which employs full-time police officers;  
20 and

21           (2) Oversight board means a citizen police oversight board created  
22 under section 4 of this act.

23           Sec. 4. On or before January 1, 2021, each city shall create a  
24 citizen police oversight board by ordinance, specifying its composition,  
25 jurisdiction, and powers as provided in the Municipal Police Oversight  
26 Act.

27           Sec. 5. Each oversight board shall be composed of seven members of  
28 the public who shall serve for terms of five years. The members of the  
29 oversight board shall be appointed by the mayor with the approval of the  
30 city council and shall consist of individuals who represent a cross-  
31 section of the residents of the city. Any member of the oversight board

1 shall be eligible for reappointment to the oversight board at the end of  
2 the term for which appointed. No person may serve on an oversight board  
3 who, at the time of appointment, during the term for which appointed, or  
4 at any time prior to such appointment, is or was affiliated with or  
5 employed by any law enforcement agency, department, or office of the city  
6 for which the oversight board was created or of the county in which the  
7 city is located.

8       Sec. 6. Each oversight board shall be mandated and empowered by  
9 ordinance to:

10       (1) Investigate and address grievances and complaints filed by  
11 members of the public against the police department of the city for which  
12 the oversight board was created and any officers of such department;

13       (2) Investigate all shootings involving officers of the police  
14 department of such city;

15       (3) Independently investigate all cases of alleged ill-treatment or  
16 misconduct by the police department of such city and any officers of such  
17 department that come to the attention of the oversight board, regardless  
18 of whether those cases are the subject of any specific formal complaint  
19 or grievance;

20       (4) Identify all instances of police misconduct by the officers of  
21 the police department of such city and report findings and  
22 recommendations in those cases to the police department, the mayor, and  
23 the city council of such city and all federal and state registries of  
24 police misconduct;

25       (5) When appropriate, provide the police department of such city and  
26 other law enforcement agencies with evidence in support of any criminal  
27 proceedings, disciplinary proceedings, or other management actions or  
28 measures;

29       (6) Provide the police department of such city with feedback from  
30 members of the public who have direct experience with police practices;  
31 and

1       (7) Monitor, investigate, and evaluate policing standards, patterns,  
2 and practices of the police department of such city.

3       Sec. 7. (1) An oversight board may summarily dismiss a grievance or  
4 complaint filed by a member of the public without investigation only when  
5 the oversight board determines that:

6       (a) The complainant's interest is not sufficiently related to the  
7 subject matter of the grievance or complaint;

8       (b) The grievance or complaint is trivial, frivolous, vexatious, or  
9 not made in good faith;

10       (c) The oversight board's resources are insufficient for an adequate  
11 investigation of the grievance or complaint; or

12       (d) The grievance or complaint has been delayed too long to justify  
13 a present examination of its merit.

14       (2) A decision by the oversight board to summarily dismiss a  
15 grievance or complaint filed by a member of the public without  
16 investigation shall not bar the oversight board from incorporating the  
17 facts related to such grievance or complaint in other matters  
18 investigated by the oversight board.

19       Sec. 8. A city shall provide the oversight board created in such  
20 city with sufficient funding and resources to adequately perform its  
21 duties under the Municipal Police Oversight Act. Each investigation  
22 carried out under the authority of the oversight board shall be conducted  
23 independently of the police department of such city. The oversight board  
24 shall employ dedicated staff investigators, none of whom shall have  
25 previously been affiliated with or employed by any law enforcement  
26 agency, department, or office of such city or of the county in which the  
27 city is located.

28       Sec. 9. Each oversight board and the investigators employed by the  
29 oversight board shall be empowered by ordinance with the full range of  
30 investigative powers necessary to enable such board and investigators to  
31 conduct fair, independent, and effective investigations. Such powers

1 shall include, but not be limited to, the power to:

2 (a) Request and receive from the police department of the city which  
3 created the oversight board any assistance and information the oversight  
4 board deems necessary for the discharge of its duties and  
5 responsibilities;

6 (b) Notwithstanding any other provision of law, inspect and examine  
7 all police department records and documents, including police department  
8 personnel records and documents, that the oversight board deems relevant  
9 to any matter being investigated by the oversight board; and

10 (c) Issue subpoenas, enforceable by action in an appropriate court,  
11 to compel any person to appear, give sworn testimony, or produce  
12 documentary or other evidence deemed relevant to a matter under  
13 investigation by the oversight board.

14 Sec. 10. To the extent applicable, each oversight board and the  
15 investigators employed by an oversight board shall, in evaluating matters  
16 under investigation or review by the oversight board, consult relevant  
17 standards promulgated by the Nebraska Commission on Law Enforcement and  
18 Criminal Justice and the Nebraska Police Standards Advisory Council.

19 Sec. 11. (1) After an investigator employed by an oversight board  
20 has completed an investigation of any matter within the authority of the  
21 oversight board, the investigator shall submit a report in writing to the  
22 oversight board summarizing the:

23 (a) Findings of fact relative to the matter; and

24 (b) Recommendations to the oversight board relating to the  
25 disposition of the matter.

26 (2) After receiving such report, the oversight board shall place the  
27 matter on its agenda for the oversight board's next public meeting, and  
28 at that meeting the oversight board shall determine the disposition of  
29 the matter by a majority vote of all members of the oversight board. The  
30 oversight board shall immediately thereafter publish its conclusions and  
31 recommendations in a written summary transmitted to the city police

1 department, the mayor, and the city council of the city for which the  
2 oversight board was created.

3 (3) When it appears there may have been criminal conduct by any  
4 police officer involved in a matter that was investigated by the  
5 oversight board, the oversight board shall also submit its written  
6 summary on the matter, along with any evidence in support of possible  
7 criminal proceedings, to the county attorney of the county in which such  
8 potential criminal conduct occurred.

9 (4) All written summaries prepared by an oversight board shall  
10 incorporate verbatim copies of the written report submitted to the  
11 oversight board by the investigator. The oversight board may also submit  
12 such special reports as the oversight board may deem necessary to the  
13 police department, the mayor, and the city council of such city.

14 (5) At its sole discretion, an oversight board may publish any of  
15 its written summaries and reports by releasing such written summaries and  
16 reports to the news media.

17 Sec. 12. If an oversight board submits a summary or report to the  
18 police department making specific recommendations for action to be taken  
19 by the police department, the police department shall be required by city  
20 ordinance to submit a timely response to the oversight board explaining  
21 the reasons for the police department's acceptance or rejection of such  
22 recommendations.

23 Sec. 13. No member or employee of an oversight board shall be held  
24 civilly liable for any good faith actions taken or decisions made under  
25 the Municipal Police Oversight Act.

26 Sec. 14. (1) All written summaries and reports prepared by an  
27 oversight board, including the verbatim copies of the written reports  
28 submitted to the oversight board by investigators employed by the  
29 oversight board, shall be considered public records for purposes of  
30 sections 84-712 to 84-712.09.

31 (2) All responses submitted to an oversight board pursuant to

1 section 12 of this act shall be considered public records for purposes of  
2 sections 84-712 to 84-712.09.

3 (3) Subsection (7) of section 84-712.05 shall not be applicable to  
4 exempt the written summaries and reports prepared by an oversight board,  
5 including verbatim copies of the written reports submitted to the  
6 oversight board by investigators, or the responses submitted to the  
7 oversight board pursuant to section 12 of this act, from being treated as  
8 accessible to the public as otherwise provided in sections 84-712 to  
9 84-712.09.

10 Sec. 15. All meetings of an oversight board shall be public  
11 meetings conducted in compliance with the Open Meetings Act.

12 Sec. 16. No city or city police department may negotiate or agree  
13 to any employment contract or collective-bargaining agreement that would  
14 conflict with or abrogate the authority of an oversight board created  
15 pursuant to the Municipal Police Oversight Act. Any provision of any  
16 employment contract or collective-bargaining agreement entered into after  
17 the effective date of this act that conflicts with or abrogates the  
18 authority of an oversight board created pursuant to the Municipal Police  
19 Oversight Act is null and void.

## Hearing Schedule for Sunday July 26, 2020 to Saturday August 1, 2020

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

### Monday July 27, 2020

#### Government, Military and Veterans Affairs

Room 1525 - 8:00 AM

Special AM3104 to LB1167  
Note: This hearing has been canceled

#### Revenue

Room 1525 - 12:00 PM

Special AM3093  
Note: Amendment to LB1074

### Tuesday July 28, 2020

#### Health and Human Services

Room 1525 - 8:00 AM

Appointment Beasley, Stephanie - Division of Children and Family Services  
Appointment Fattig, Martin L. - Nebraska Rural Health Advisory Commission  
Appointment Kramer, Lynette - Nebraska Rural Health Advisory Commission  
Appointment Goertz, Jessye A. - Nebraska Rural Health Advisory Commission  
Appointment Dexter, April J. - Nebraska Rural Health Advisory Commission  
Appointment Iske, Benjamin R. - Nebraska Rural Health Advisory Commission  
Appointment Torres, Sandra - Nebraska Rural Health Advisory Commission  
Appointment Yi, Rui - Stem Cell Research Advisory Committee  
Appointment Rosenthal, Daniel J. - State Board of Health  
Appointment Petersen, Carolyn - Board of Emergency Medical Services  
Note: Hearing is for Stephanie Beasley. Other gubernatorial appointments listed had confirmation hearings on 5/27/20 and 5/29/20 by video conference. Public testimony for these appointments is welcome after Stephanie Beasley's hearing.

#### Transportation and Telecommunications

Room 1525 - 12:15 PM

Appointment Figard, Roger - Board of Public Roads Classifications and Standards

Appointment	Krager, John F., III - Board of Public Roads Classifications and Standards
Appointment	Kramer, Lisa - Board of Public Roads Classifications and Standards
Appointment	Rames, Steven D. - Board of Public Roads Classifications and Standards
Appointment	Tagge, Darold E. - Board of Public Roads Classifications and Standards
Appointment	Weander, Timothy W. - Board of Public Roads Classifications and Standards

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**Thursday July 30, 2020**

**Education  
Room 1525 - 8:30 AM**

Appointment	Terrell, Marjean C. - Board of Trustees of the Nebraska State Colleges
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**Friday July 31, 2020**

**Urban Affairs  
Room 1525 - 1:00 PM**

LB1222 Wayne	Adopt the Municipal Police Oversight Act
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## **LEGISLATURE RESUMES SESSION**

# **LEGISLATIVE BULLETIN**

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## **LEAGUE OF NEBRASKA MUNICIPALITIES**

106th Legislature, Second Session

July 31, 2020 - Bulletin 33

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- **LB 424: Land bank bill advances to final round of debate**
  - **2020 Interim Study Resolutions**
  - **LB 1222 (Wayne): League, United Cities, PCAN, POAN, OPOA, FOP, NSA, Troopers Association and others strongly oppose the bill which would adopt 'Municipal Police Oversight Act'**
-

## LB 424: Land bank advances to final round of debate

On Thursday, **LB 424**, the bill that allows land banks statewide, advanced to the final round of debate by voice vote.

At a meeting on Monday, the Omaha Municipal Land Bank, Lincoln Independent Business Association, Sen. Mike Hilgers of Lincoln, the City of Lincoln, the City of Omaha and others met to continue negotiations on the remaining areas of disagreement on the bill. As a result of those negotiations, AM3290 was introduced. The amendment includes the following provisions:

- Strengthens conflict of interest provisions for land bank board members and employees;
- Changes caps on the number of parcels that can be held by a land bank to 3 percent for cities of the primary class, 5 percent for cities of the first class, and 10 percent for cities of the second class and villages;
- Provides that if a land bank must acquire property from a sheriff's sale due to a lack of bidders and such acquisition would result in the land bank exceeding the parcel caps, such acquisition would not count toward such cap;
- Expands land bank annual report recipients to include Chairperson of the Executive Board and

Speaker of the Legislature;

- Specifies the content of land bank annual report; and
- Limits the authority to use "automatic bid" to land banks created by a city of the metropolitan class.

AM3290 was adopted by a vote of 33-4 with seven present and not voting and five excused and not voting. Thanks to **Sen. Dan Quick** of Grand Island, the sponsor of LB 424, and **Sen. John Stinner** of Gering, who prioritized the bill, for all their hard work on getting this bill advanced. An excellent press release written by Sen. Gering on importance of the land bank bill is included in this *Bulletin*.

**We need one final push to get this bill through the final round of debate! Please contact your state senator to tell him or her about the need to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use in your municipality. If you can provide specifics regarding how many vacant, abandoned, and tax-delinquent properties you have in your municipality, that will be very helpful.**

As ever, thanks for everything you have done on LB 424! The League truly appreciates it and we would not have come this far without your advocacy.

## Sen. Stinner issues news release on land bank legislation

Contact: Mitchell Clark

O: (402) 471-2802

mclark@leg.ne.gov

**FOR IMMEDIATE RELEASE**

Friday, July 24, 2020

**NEWS RELEASE**

State Senator John Stinner Makes Statement Regarding Land Bank Legislation

**Lincoln, NE** – State Senator and Appropriations Committee Chairman John Stinner issued the following statement regarding the July 21 advancement of **LB 424** onto the second round of debate:

"In 2013, the Nebraska Municipal Land Bank Act was

passed to give municipalities in the Omaha metro area a much-needed tool to rehabilitate dilapidated properties. Omaha's land bank has been used effectively to put these properties back on the tax rolls and revivify neighborhoods that were negatively impacted. Many of our communities outside of Omaha have experienced problems with dilapidated properties of their own, which is why this tool is just as important for Scottsbluff as it is for Omaha."

"Communities outside of Douglas and Sarpy County have been asking for years the ability to create land banks to redevelop nuisance properties. With the onset of unprecedented economic stress as a result of the

*Continued on page 4*

## **LB 1222 (Wayne): League, United Cities, PCAN, POAN, OPOA, FOP, NSA, Troopers Association and others strongly oppose the bill which would adopt 'Municipal Police Oversight Act'**

As reported in last week's bulletin, on July 23, Omaha Sen. Justin Wayne was successful in persuading 32 Senators to vote in favor of a motion to suspend the rules and allow for **LB 1222** to be introduced; State Senators are allowed to introduce bills only in the first 10 days of a legislative session, unless the Speaker introduces a bill on behalf of the Governor or a motion to suspend the rules is successful.

Special thanks to Crete Police Chief Steve Hensel, President of the Police Chiefs Association of Nebraska(PCAN); Julia Plucker, Lobbyist for the Omaha Police Officers Association(OPOA), and others listed in last week's bulletin for working with the League to coordinate efforts with law enforcement organizations and their respective lobbyists to organize opposition testimony for the hearing held on July 31.

Thanks to the following Mayors, Police Officers and others who prepared excellent testimony to present to the Urban Affairs committee in opposition to the bill:

- **League President Dwight Livingston**, Mayor of North Platte
- **Omaha Mayor Jean Stothert**
- **Papillion Mayor David Black**
- **Omaha Police Chief Todd Schmaderer**
- **Lincoln Police Chief Jeff Bliemeister**
- **Mike Dowd**, Attorney for OPOA
- **Tony Conner**, President of OPOA
- **Captain Anna Colon**, OPD
- **Crete Police Chief Steve Hensel**, President of PCAN
- **Lancaster County Sheriff Terry Wagner**, Nebraska Sheriffs Association of Nebraska - Board Member
- **Kurt Frazey**, President of the Nebraska State Troopers Association of Nebraska
- **North Platte Police Chief Dan Hudson**
- **Jim Maguire**, President of the FOP
- **Fremont Detective Brandon Lorenson**, President of POAN

- **Sargent Aaron Hanson**, OPOA
- **Wahoo Police Chief Bruce Ferrell**

**Unfortunately, as Lancaster County Sheriff Terry Wagner began his testimony, Sen. Wayne entered the hearing room and announced that the hearing was suspended immediately because of a COVID-19 issue; Sen. Wayne said that he consulted with Speaker Scheer, who decided that the best way to proceed was to suspend the hearing out of "an abundance of caution."**

Consequently, numerous police officers and their respective organizations were unable to testify.

Sen. Wayne indicated that he would reopen the hearing on Monday and enter any letters into the record.

Thanks to municipalities across the state for submitting excellent letters in opposition to the bill to the Urban Affairs Committee, with copies to the League. **Crete Police Chief Steve Hensel** presented these letters again in his testimony at the hearing. The letter from **Plattsmouth Mayor Paul Lambert**, **Plattsmouth City Administrator Erv Portis** and **Police Chief Steve Rathman** is an outstanding example (included with this bulletin) of the letters provided to the committee.

The Urban Affairs Committee received testimony from 1 p.m. until about 2:30 p.m. and then opponent testimony did not begin until about 2:40 p.m.

## 2020 Interim Study Resolutions of Interest to Municipalities

July 28 was the deadline for Senators to file interim study resolutions. Many interim studies introduced relate to municipalities. For example, there are studies relating to the enforcement of ordinances to promote the public welfare and economic development, the historic practice of “redlining” in municipalities, the use of force by law enforcement, and monitoring the activities of the Rural Broadband Task Force, among others.

After the Legislature adjourns in August, standing committees will begin to hold meetings and public hearings on these interim studies. The League will keep municipalities updated on when those hearings are scheduled.

Below is a list of interim studies that may be of interest to municipalities. To review all the interim study resolutions introduced, please [Click Here](#)

**LR 348** (Lindstrom) Interim study to examine service animal fraud and emotional support animal fraud

**LR 352** (Morfeld) Interim study to explore the enforcement of the ordinances and codes of cities of the second class and villages to promote public welfare and economic development

**LR 364** (DeBoer) Interim study to conduct an in-depth review of the use of plastic shopping bags and single-use checkout bags

**LR 369** (Urban Affairs Committee) Interim study to review the occupational regulations for fire alarm inspectors

**LR 370** (Urban Affairs Committee) Interim study to examine the statutes governing all classes of municipalities in Chapter 18 of the Nebraska Revised Statutes

**LR 372** (Wayne) Interim study to examine the impact of sanitary and improvement districts on residential neighborhood development in Nebraska

**LR 374** (Wayne) Interim study to examine issues related to the historical practice known as redlining within Nebraska municipalities

**LR 381** (Business and Labor) Interim study to review the collective-bargaining agreements of law enforcement agencies and the statutory requirements for such agreements

**LR 391** (Crawford) Interim study to conduct a review of current academic literature and research examining the impact of paid sick leave policies on pandemic

spread in various states and industries

**LR 408** (Health and Human Services) Interim study to examine issues associated with the economic stimulus funds that were provided by the CARES Act as a result of the COVID-19 pandemic

**LR 416** (Hansen, M.) Interim study to examine the terms used to refer to law enforcement officers in Nebraska statutes

**LR 417** (Hansen, M.) Interim study to examine law enforcement jurisdictions in the state and the existing policies on the use of force by law enforcement officers

**LR 437** (Friesen) Interim study to review the current model of collecting revenue to build and repair roads

**LR 438** (Friesen) Interim study to continue to monitor the activities of the Rural Broadband Task Force that was created by Laws 2018, LB994

**LR 440** (Friesen) Interim study to examine existing laws, rules, and regulations related to excavation, in particular regarding underground facilities

## Sen. Stinner issues news release on land bank legislation

*Continued from page 2*

COVID-19 pandemic and a long-standing shortage of workforce housing in rural areas of the state, this legislation is a critical economic development tool more important now than ever.”

“LB 424 is good legislation designed to allow rural communities to adopt a regional approach to creating a land bank. A land bank is a not-for-profit, government entity that converts vacant, abandoned and tax-delinquent properties into productive use which are otherwise unfeasible for private development. A land bank can acquire, stabilize, and redevelop property, help provide workforce housing which contributes to creating jobs, and provide expertise without exercising eminent domain or taxing authority. Without the use of land banks, many of these properties will remain off the tax rolls of municipal governments and continue to devalue surrounding properties.”

The bill (LB 424) passed onto Select File with a 26-11 vote. It will face two more stages of debate before it can be signed into law.



**CITY OF PLATTSMOUTH**

136 North 5<sup>th</sup> Street  
Plattsmouth, NE 68048-1922

R. PAUL LAMBERT  
Mayor

ERVIN L. PORTIS  
City Administrator

July 27, 2020

Senator Robert Clements  
Nebraska State Capitol Building  
Room # 1120  
P.O. Box 94604  
Lincoln, NE 68509

Re: Legislative Bill 1222

Dear Senator Clements:

I am writing this letter to express concerns over LB 1222. Those concerns can be categorized into several principal themes:

- The bill lacks definition;
- If passed, this becomes a significant unfunded mandate;
- It is one-size fits all legislation imposing solutions without any analysis;
- There may be legitimate constitutional concerns; and
- The processes proposed in this legislation may well deprive victims of privacy, potentially precluding victims from seeking policing assistance when it truly may be necessary.

The bill lacks definition

LB 1222 would require the creation of oversight boards to independently investigate "...all cases of alleged ill-treatment or misconduct..." but does not define either term. While required to "investigate and address grievances," and to "investigate all shootings..." the bill provides no definition as to the qualifications of such investigator and board members. Some such investigations may very well require high levels of training and/or experience.

Throughout the bill are many other deficiencies in definition.

If passed, this becomes a significant unfunded mandate

While the bill provides no definition as to the qualifications of investigators, it does preclude certain persons from being qualified to do so. Specifically disqualified from serving in such capacity "...no person...who...is or was affiliated with or employed by any law enforcement agency, department, or office of the city for which the oversight board was created or of the county in which the city is located."

The legislation mandates that the board "...shall employ dedicated staff investigators, none of whom shall have previously been affiliated with or employed by any law enforcement agency, department, or office of such city or of the county in which the city is located."

If interpreting the above as written, it is the board, not the municipality that shall employ investigators. As such, the board may create and adopt its own compensation and benefits packages over which the municipality has absolutely no control. The board would also need to create its own employment practices and policies while complying with Commission on Industrial Relations statutes and case law pertaining to public employees. All of this has a cost. Our preliminary estimate is:

Investigator base wage	\$64,500
Insurance (health, disability, etc.)	\$20,000
Retirement	\$ 4,515
Unemployment and worker's comp	\$ 2,000
Investigator training	\$ 2,000
Investigator expenses	\$ 3,000 (auto, phone, office, etc.)
Office supplies & equipment	\$ 3,500
Board Member Training	\$20,000 (80 hours training on law, investigative procedures, police practices, Crime Commission standards, etc., x 7 board members at \$35/hr)
Legal counsel	\$15,000
	<hr/>
	<b>\$134,515</b>

It is one-size fits all legislation imposing solutions without any analysis

Let us share Plattsmouth's experience. Since 2015, there have been twenty-two complaints against police officers. Twelve of twenty-two were that the officer was rude. During that same time period, Plattsmouth officers have used force thirty-eight times. Chief Rathman's policies include "verbal direction" and "empty hand control" as within the force continuum. In thirty of the thirty-eight, verbal direction and empty hand control was the entire scope of the force used.

Where is the analysis that examines similar data from municipalities throughout Nebraska? The legislature should absolutely not fall prey to a call for implementing a solution that may or may not fit most municipalities.

There may be legitimate constitutional concerns

It is well-established law that police officers subject to the Nebraska Civil Service Act have a constitutional property interest in their employment. Due process of law is a fundamental constitutional right and must be properly employed. LB 1222 imposes layers that will likely usurp such constitutional property interests.

The processes proposed may well deprive victims of privacy, potentially precluding victims from seeking policing assistance when it truly may be necessary.

All acts and meetings of the police oversight board are subject to the Open Meetings Act and are public records. It is not uncommon that some victims are reluctant to reports criminal acts against them. Often, those victims fear retaliation. They often fear public exposure. Will those victims come forward when their accusers complain about police practices as a means of retaliation? The records of juveniles, emergency mental health commitments, and arrests for which there is no subsequent conviction are all at risk of exposure.

Senator Wayne's intention may be meritorious, but LB1222 is flawed and should not be advanced.

Thank you for considering this input.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Paul Lambert", with a long horizontal stroke extending to the right.

R. Paul Lambert  
Mayor

A handwritten signature in blue ink, appearing to read "Steve Rathman", with a large, stylized initial "S" and a circular flourish.

Steve Rathman  
Chief of Police

C: League of Nebraska Municipalities  
Steve Hensel, President, Police Chiefs Association of Nebraska