

Crete City Council Regular Meeting
Tuesday, March 1, 2022 6:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

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

2. Roll Call

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

3. Consent Agenda

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

3.A. Approve Meeting Minutes

- 3.A.1. January 4, 2022 Public Works Committee meeting
- 3.A.2. February 1, 2022 Public Works Committee meeting
- 3.A.3. February 15, 2022 City Council meeting
- 3.A.4. February 15, 2022 Finance Committee meeting
- 3.A.5. February 15, 2022 Legislative Development Committee meeting

3.B. Accept the City Treasurer's Report

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

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
- 4.A. Presentation by the Police Department on the proposed Police Service Dog Program.**
- 4.B. Consider approving Van Kirk change order and pay application for the West Crete Sewer Project.**
- 4.C. Consider authorizing the execution of a power purchase agreement and a lease agreement with Sandhills Energy LLC for the solar power project.**
- 4.D. Consider authorizing the submission of grant applications for new lane ropes for the Wildwood Pool.**

4.E. Consider entering into a software service agreement with myGov for permitting, licensing, and code enforcement software.

5. Petitions - Communications - Citizen Concerns

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

6. Officers' Reports

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

7. Adjournment

Disclaimers & Notices

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



Public Works Committee Meeting
January 4, 2022
5:00 p.m.
City Hall

Roll Call:

Committee Members Present:

Dale Strehle
Dan Papik
Travis Sears

Others Present:

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

Jerry Wilcox, City Clerk
Kelsey Sisouvang, Asst. City Clerk
Brad Bailey, Building Inspector
Steve Hensel, Police Chief
Telisha Carnes, Admin. Asst.
Brian Stork, Public Works Director

Special Order of Business

A. Wildwood Pool Splash Pad:

Tom explained that the splash pad is not yet completed but is scheduled to be done by the time the pool opens for the 2022 summer. Travis made a motion to make a recommendation to the City Council to approve the payment of \$120,357 to Dostals Construction Company for construction expenses on the Wildwood Pool Splash Pad. Dan seconded the motion. Travis, yes. Dan, yes. Dale, yes.

B. Water Rate Study :

Tom informed the committee that this is for the agreement with JEO to review the water rate study.

Travis made a motion to make a recommendation to the City Council on authorizing the payment of up to \$3,500 to JEO Consulting Group for consulting services related to a new water rate study. Dan seconded the motion. Travis, yes. Dan, yes. Dale, yes.

Officer's Report

Adjournment

Meeting Adjourned at 5:04 p.m.

Dale Strehle, Chairman



Public Works Committee Meeting
February 1, 2022
5:40 p.m.
City Hall

Roll Call:

Committee Members Present:

Dale Strehle
Dan Papik
Travis Sears

Others Present:

Tom Ourada, City Administrator	Jerry Wilcox, City Clerk
Dave Bauer, Mayor	Kelsey Sisouvang, Asst. City Clerk
Kyle Manley, City Attorney	Brad Bailey, Building Inspector
Ryan Hinz, Council Person	Steve Hensel, Police Chief
Jack Oelschlager, Council Person	Telisha Carnes, Admin. Asst.
Kyle Frans, Council Person	Brian Stork, Public Works Director

Special Order of Business

A. 22nd Street Culvert and Lift Station Project:

Tom discussed the 22nd street culvert and lift station project bids. Bids were consistently higher than anticipated but with the increases in prices happening internationally, this wasn't unexpected. With this project being a 2023 project expenditures are subject to change. Travis made a motion to make a recommendation to the City Council on awarding the 22nd Street Culvert and Lift Station Project to GE. Dan seconded the motion.
Travis, yes. Dan, yes. Dale, yes.

B. 2022 Street Improvement Plan :

Tom reviewed the 2022 Street Improvement Plan. There are some projects that rolled over from the 2021 Street Improvement Plan, including the 22nd street culvert project. Tom presented an evaluation of each project organized by priority level, along with some recommendations from the Planning Commission. Travis made a motion to make a recommendation to the City Council adopting the 2022 Street Improvement Plan as written and also adding that the projects 2-8 be completed in 2022. Dan seconded the motion.
Travis, yes. Dan, yes. Dale, yes.

C. 160 S. Grove:

Tom explained a claim received from James County regarding sewer service. James County submitted a claim for reimbursement for sewer service line work. Tom calculated the difference between the costs to repair when our contractor went through compared to what was spent to currently repair his. The City's total cost equaled to \$1037.74. After a brief explanation on the proposed reimbursement amount, James understood and respected the proposed reimbursement amount. Dan made a motion to reimburse Mr. County for \$1037.74 for sewer work completed. Travis seconded the motion.
Travis, yes. Dan, yes. Dale, yes.

Officer's Report

Adjournment

Meeting Adjourned at 5:55 p.m.

Dale Strehle, Chairman



CITY COUNCIL REGULAR MEETING

February 15, 2022 at 6:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

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

Present: 5, Absent: 1.

3. Consent Agenda

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

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

3.A. Approve Meeting Minutes

3.A.1. February 1, 2022 City Council meeting

3.A.2. February 1, 2022 Finance Committee meeting

3.A.3. February 1, 2022 Legislative Development Committee meeting

3.B. Accept the City Treasurer's Report

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

4. Items of Business

4.A. Review and consider verifying the calculation of the November sewer billing for Crete Core Ingredients.

City Administrator Tom Ourada explained that after this was brought up in January, he and Mayor Dave Bauer were anticipating billing questions from Crete Core Ingredients that not received.

Table this item indefinitely. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.B. Consider offering scholarships or discounted swimming lesson rates in the summers of 2023 and 2024 as part of Crete Public Schools' expanded learning opportunity program.

This went to the Legislative and Economic Development Committee, who determined that there was not enough information for them to make a decision. More information will be gathered and brought back for the next meeting.

Table this item until the next meeting in order to gain more information on the program. Carried with a motion by Ryan Hinz and a second by Jack Oelschlager.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.C. Consider approving a livestock exception permit for Saline County Extension to hold animal education programming at Crete Intermediate School, St. James School, and Tuxedo Park.

City Administrator Tom Ourada informed the Council that this permit is for an entire year of events, which must be approved by the council.

Approve a livestock exception permit for Saline County Extension to hold animal education programming at Crete Intermediate School, St. James, and Tuxedo Park. Carried with a motion by Ryan Hinz and a second by Jack Oelschlager.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.D. Consider entering into open contracts with SEI for electronic door lock systems at the Library.

City Administrator Tom Ourada explained that SEI was the low bidder for the new library construction and that they installed the same system at the fire station. The contracts are to have the system installed in the Crete Carrier Community Room at the library and the south door of City Hall. The Finance Committee met on this and recommended moving forward with the contracts.

Approve entering into open contracts with SEI for electronic door lock systems at the Library and City Hall. Carried with a motion by Travis Sears and a second by Dan Papik.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.E. Consider approving a permit to occupy the right-of-way from Black Hills Nebraska Gas to install a new natural gas distribution pipeline along Highway 33.

Black Hills Nebraska Gas is installing new gas lines and it involves occupying the right-of-way for multiple properties on Iris Avenue and on Highway 33. They are following all of the state and city requirements. The Public Works Committee met on this and recommended approving the permit.

Approve the permit for Black Hills Nebraska Gas to occupy the right-of-way to install a new natural gas distribution pipeline along Highway 33. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.F. Consider entering into a contract with JEO for engineering services related to the 2022 gap paving projects.

City Administrator Tom Ourada reported that this proposal is very competitive. The Public Works Committee discussed this and recommended entering the contract.

Approve entering into a contract with JEO for engineering services related to the 2022 gap paving projects. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.G. Consider approving Van Kirk change order and final pay application for the West Crete Sewer Project.

This item was tabled due to not having received the paperwork for it yet.

Table this item until the next council meeting. Carried with a motion by Dale Strehle and a second by Travis Sears.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.H. Consider changing the Library's hours of operation.

Library Director Joy Stevenson explained the back and forth changes in the Library's hours of operations due to moving to a new building and the ever changing Covid regulations.

Stevenson researched peer libraries to compare their hours to ours and found that our library is way behind others. She took that research to the Library Advisory Board meeting and the board voted to recommend the change in hours to the Council. The changes are as follows: Monday & Friday 9a.m. - 5p.m., Tuesday, Wednesday, Thursday 9a.m. - 7p.m., and Saturday 9a.m. - 4p.m. The Legislative and Economic Development Committee met on this and recommended approving said changes.

Approve changing the Library's hours of operation as stated. Carried with a motion by Ryan Hinz and a second by Jack Oelschlager.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 5, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

Library Director Joy Stevenson:

- gave her annual report, explaining the difficulty in comparing the last few years due to moving buildings and Covid
- gave an update on the fundraising for musical instruments. They have raised half of the funds needed for the 3 instruments they've been looking at, so they may have to choose just one
- the Dolly Parton's Imagination Library program has over 130 kids already signed up

Police Chief Steve Hensel:

- gave an update on the 2 newest officers in training, one being in the NE Law Enforcement Training Academy and the other in field training
- PD was asked to do a bicycle safety program for the 'Explore Nebraska' program with Crete Public Schools
- as today is National Schools Resource Officer Appreciation Day, Chief Hensel pointed out that Officer Dawn Jonas is deeply involved with the welfare of Crete's children
- will brief Tom Ourada on Thursday about a K9 program

Council Member Ryan Hinz

- thanked Tom Ourada and Jerry Wilcox for their help in putting together the job fair that will be on February 17

City Administrator Tom Ourada:

- a selection committee chose Olsson Associates for the substation design. He will be meeting with Olsson tomorrow to work on a scope and fees
- the 22nd Street lift station project will start in April and the box culvert project in December
- city staff met with the preferred comprehensive planner and will meet again to cover scoping considerations
- met with Schimmer regarding a railway transportation safety district
- met with Windstream yesterday and have project areas for the fiber expansion, but no timeline yet
- met with JEO about altering City Hall spaces, including the Community Assistance Office and the Building Inspector with a receptionist and relocating the public bathrooms
- noted the newspaper article on Council action regarding nuisances

7. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

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

City Clerk-Treasurer

(S E A L)

CITY COUNCIL

CLAIMS PAID

Payee	Description	Amount
CANON FINANCIAL SERVICES INC	CONTRACT SUPPORT	\$51.00
CASELLE, INC.	CONTRACT SUPPORT	\$1,472.28
CDW GOVERNMENT INC	COMPUTER EXPENSE	\$165.56
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$1,225.00
CITY HEALTH FUND	HEALTH REIMBURSEMENT ACCOUNT	\$860.00
CITY PAYROLL FUND	WAGES	\$85,025.52
CITY REVENUE FUND	UTILITIES	\$5,576.60
CITY TAX FUND	ELECTRIC SURPLUS & FRANCHISE	\$39,167.00
CORE & MAIN LP	SUPPLIES	\$2,503.03
CRETE ACE HARDWARE	EXMARK MOWER REPAIRS	\$703.24
CRETE POSTMASTER	POSTAGE	\$1,045.09
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$22,516.31
DUTTON LAINSON COMPANY	SUPPLIES	\$6,978.10
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$92.11
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$60.00
GRAINGER	SUPPLIES	\$167.87
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$123.12
MCI VERIZON	TOLL FREE LINE	\$14.18
MIDWEST LABORATORIES INC	LABS	\$2,013.00
NAPA AUTO PARTS	PARTS	\$31.35
NE DEPT OF REVENUE	SALES TAX	\$38,915.07
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10,536.24
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$44.64
RAILROAD MANAGEMENT CO III LLC	CROSSINGS	\$1,167.49
SPECTRUM	CABLE	\$67.37
UNITE PRIVATE NETWORKS LLC	ETHERNET INTERNET ACCESS	\$726.00
UPS	POSTAGE	\$15.66
VERIZON WIRELESS	TABLET	\$346.24
WASTE CONNECTIONS OF NEBRASKA	GARBAGE COLLECTION	\$38,993.82
WESCO RECEIVABLES CORP	SUPPLIES	\$130.61
WINDSTREAM	PHONE LINES	\$377.79
WIRUTH, JOHN	REIMBURSEMENT	\$86.58
XPRESS BILL PAY	ONLINE PMT FEE	\$753.58
UTILITY FUNDS	SUBTOTAL	\$261,951.45
ALL ROADS BARRICADES INC	SIGNS	\$196.40
BADGER BODY & TRUCK EQUIPMENT	PARTS	\$125.00
BEATRICE CONCRETE CO	CRUSHED ROCK	\$517.25
BLACK HILLS ENERGY	NATURAL GAS	\$83.85
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$156.00
CANON FINANCIAL SERVICES INC	COPIER CONTRACT	\$289.00
CASELLE, INC.	CONTRACT SUPPORT	\$816.72
CDW GOVERNMENT INC	COMPUTER EXPENSE	\$884.09
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$102.47

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CITY COUNCIL

CLAIMS PAID

Payee	Description	Amount
CITY BANK & TRUST CO.	DEPOSIT BOX	\$20.00
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$375.00
CITY HEALTH FUND	HEALTH REIMBURSEMENT ACCOUNT	\$1,140.00
CITY PAYROLL FUND	WAGES	\$115,247.15
CITY REVENUE FUND	UTILITIES	\$15,509.95
CITY TAX FUND	LIBRARY BOND PAYMENTS	\$21,000.00
CONSOLIDATED MANAGEMENT CO	MEETING/TRAINING	\$137.12
CORNHUSKER INTERNATIONAL TRUCK	VEHICLE REPAIRS	\$3,283.34
CRETE ACE HARDWARE	SUPPLIES	\$1,607.80
CRETE AREA MEDICAL CENTER	AMBULANCE LAUNDRY	\$35.00
CRETE FOODMART	OFFICE SUPPLIES	\$7.34
CRETE LUMBER & FARM SUPPLY CO	SIGNS	\$51.05
CRETE VETERINARY CLINIC	ANIMAL BOARDING	\$266.71
CRETE VOLUNTEER FIREMEN	REIMBURSEMENT	\$1,103.90
CRIST AUTO BODY REPAIR	VEHICLE REPAIR	\$2,418.25
CRIST TOWING SERVICE	TOWING	\$953.00
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$56.50
CUMMINS SALES AND SERVICE	GENSET MAINTENANCE	\$1,899.51
DELL MARKETING LP	COMPUTER EXPENSE	\$796.25
DEMCO	OFFICE SUPPLIES	\$236.88
DEPOSITORY TRUST COMPANY	BOND INTEREST	\$2,101.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$609.75
ENGINEERED CONTROLS INC	PARTS	\$466.00
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$20.00
FIRST NATIONAL BANK OF OMAHA	SUPPLIES	\$2,454.88
GILMORE & ASSOCIATES INC	ENGINEERING	\$2,094.66
GRAINGER	PARTS	\$67.66
GWORKS	CONTRACT SUPPORT	\$450.00
HEATH SPORTS	UNIFORMS	\$183.60
JAY'S OIL CO.	FUEL	\$16.45
JURICEK, TOM & SUE	CONSTRUCTION EASEMENTS	\$2,797.50
KURITA AMERICA INC	INHIBITED PROPYLENE GLYCOL	\$915.04
LIBRARY JOURNAL	2022 SUBSCRIPTION	\$104.99
MACQUEEN EQUIPMENT LLC	BROOM WIRE	\$540.00
MATHESON TRI-GAS INC	OXYGEN	\$577.57
MCI VERIZON	TOLL FREE LINE	\$48.00
METAL DOORS & HARDWARE CO	NEW LOCK/KEY SET	\$77.00
MIDWEST ALARM SERVICES	CONTRACT SUPPORT	\$123.00
MIDWEST BREATHING AIR LLC	QUARTERLY AIR TEST	\$257.00
NAPA AUTO PARTS	PARTS	\$76.01
NE SUPREME COURT	PUBLICATIONS	\$367.10
NE MUNICIPAL CLERKS' ASSOCIATION	2021-2022 DUES	\$45.00
NEBRASKA.GOV	JUSTICE CASE LISTING	\$1.00

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CITY COUNCIL

CLAIMS PAID

Payee	Description	Amount
NEDA	ANNUAL MEMBERSHIP	\$150.00
NMC INC	PARTS	\$23.90
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
OCLC INC	STATE GRANT EXPENSE	\$175.21
ONE SOURCE BACKGROUND	BACKGROUND CHECK	\$19.00
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
QUICK MED CLAIMS	EMS BILLING	\$2,922.64
SANDRY FIRE SUPPLY LLC	EQUIPMENT	\$552.50
SAPP BROS, INC - LINCOLN	FUEL	\$263.05
SEWARD COUNTY INDEPENDENT	PUBLICATION	\$405.44
SIEDHOFF BODY SHOP	TOWING	\$485.00
SPECTRUM	CABLE	\$182.87
SPEECE LEWIS ENGINEERS	BRIDGE INSPECTION	\$825.00
SULLIVAN, BARB	SEWING PATCHES	\$126.00
SYNCHRONY BANK/AMAZON	BOOKS/MAGAZINES	\$1,553.93
TERRACON CONSULTANTS INC	TESTING	\$83.00
U.S. BANK	SUPPLIES	\$335.62
UNITE PRIVATE NETWORKS LLC	ETHERNET INTERNET ACCESS	\$374.00
VERIZON WIRELESS	CELL PHONES	\$1,022.80
WASTE CONNECTIONS OF NEBRASKA	GARBAGE COLLECTION	\$533.37
WILBER PLUMBING, HEATING & AIR	REPAIRS	\$744.31
WINDSTREAM	PHONE LINES	\$1,862.81
TAX FUNDS	SUBTOTAL	\$196,389.28
ALL FUNDS	TOTAL	\$458,340.73



CITY COUNCIL FINANCE COMMITTEE MEETING

February 15, 2022 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

Kyle Frans: Absent
Dan Papik: Present
Travis Sears: Present
Present: 2, Absent: 1.

3. Items of Business

3.A. Provide a recommendation to the City Council on entering into open contracts with SEI for electronic door lock systems at the Library.

City Administrator Tom Ourada suggested installing the same electronic door lock systems that were installed on the main Library doors and the Fire Station on one of the doors to the Crete Carrier Community Room at the Library and the south main entrance to City Hall. The contractor, SEI, was the low bid for the first installations, therefore staff recommends using them on the additional installations.

Recommend to the City Council to enter into open contracts with SEI for electronic door lock systems at the Library and at City Hall. Carried with a motion by Dan Papik and a second by Travis Sears.

Dan Papik: Aye, Travis Sears: Aye
Aye: 2, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE/DEVELOPMENT COMMITTEE MEETING

February 15, 2022 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

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

3. Items of Business

3.A. Provide a recommendation to the City Council on changing the Library's hours of operation.

City Administrator Tom Ourada reported that increasing library hours of operation has been brought up for some time. Both City Administrator Ourada and Library Director Joy Stevenson did research on peer libraries to compare hours and found that Crete's library hours were less than others. The Library Advisory Board met on this and voted unanimously to recommend extending the Library's hours of operation to the City Council.

Recommend to the City Council to approve changing the Library's hours of operation as discussed. 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. Provide a recommendation to the City Council on offering scholarships or discounted swimming lesson rates in the summers of 2023 and 2024 as part of Crete Public Schools' expanded learning opportunity program.

Crete Public Schools contacted City Administrator Tom Ourada asking if the City would partner with them on the 'Explore Nebraska' program. The school would like to apply for a grant with which they have to match funds. They are asking if the City would either provide scholarships or discounts on swimming lesson rates as donations to help them meet their match. Committee member Ryan Hinz suggested getting more information about the program and what exactly they are needing.

Table this item until the next meeting to obtain more detailed information about the program. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

Ryan Hinz: Aye, Jack Oelschlager: Aye

Aye: 2, No: 0

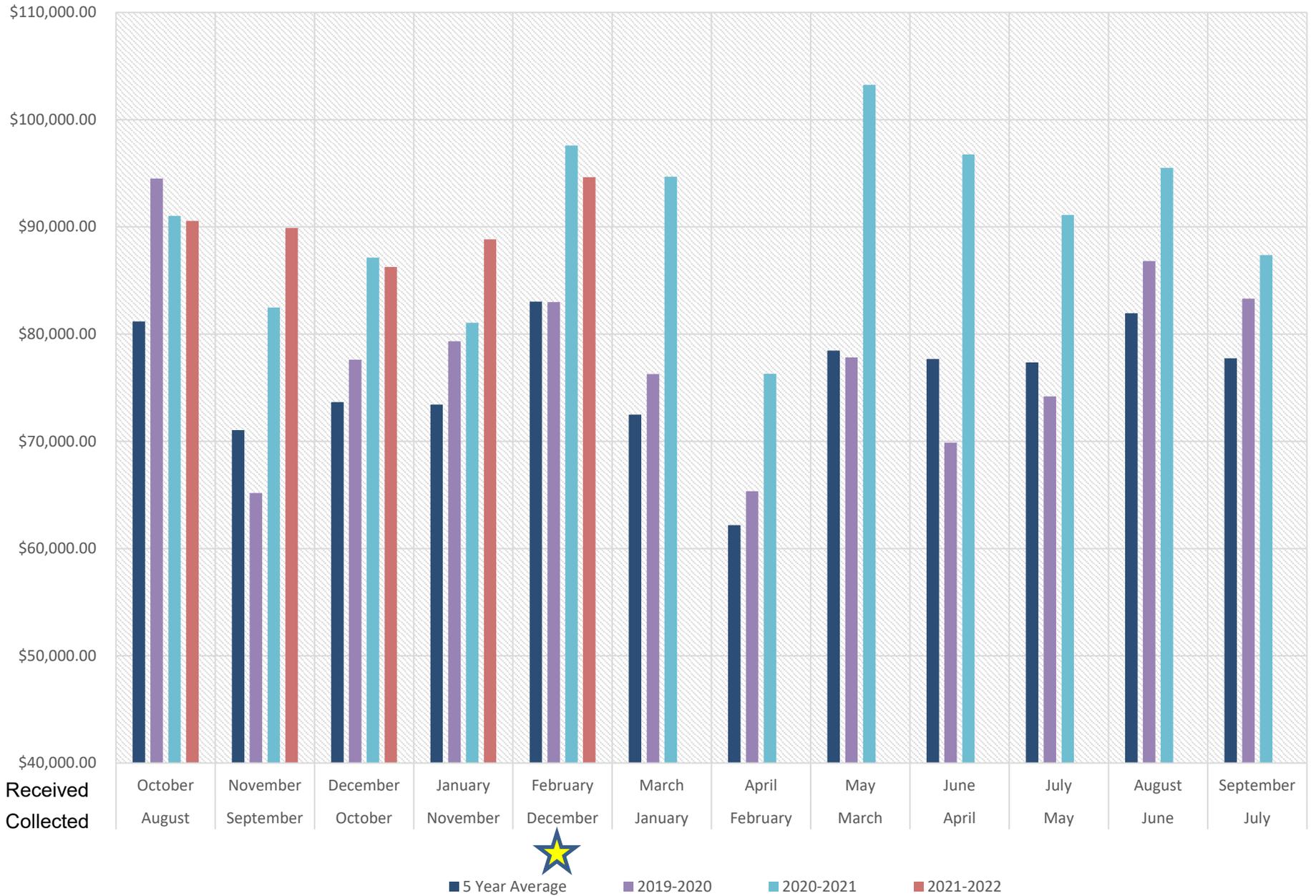
4. Officers' Reports

5. Adjournment

City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2020 Gen. Fund	Change 2019 - 2020	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	LB 357 Refunds
August	October	\$94,516.07	29.60%	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$81,173.74	\$45,281.35	\$21,000.00	\$10,500.00	\$13,781.35	\$0.00
September	November	\$65,177.04	-6.74%	\$82,476.13	26.54%	\$89,891.94	8.99%	\$71,051.60	\$44,945.97	\$21,000.00	\$10,500.00	\$13,445.97	(\$8,278.45)
October	December	\$77,610.55	11.99%	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$73,657.93	\$43,131.83	\$21,000.00	\$10,500.00	\$11,631.83	\$0.00
November	January	\$79,343.12	14.34%	\$81,061.09	2.17%	\$88,837.18	9.59%	\$73,424.70	\$44,418.59	\$21,000.00	\$10,500.00	\$12,918.59	(\$58.60)
December	February	\$82,995.99	8.08%	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$83,041.87	\$47,312.54	\$21,000.00	\$10,500.00	\$15,812.54	(\$6,211.11)
January	March	\$76,283.29	19.32%	\$94,685.89	24.12%			\$72,486.65					
February	April	\$65,346.07	4.13%	\$76,291.34	16.75%			\$62,174.40					
March	May	\$77,818.19	7.38%	\$103,246.38	32.68%			\$78,456.66					
April	June	\$69,872.00	-15.85%	\$96,756.13	38.48%			\$77,671.92					
May	July	\$74,185.39	-7.38%	\$91,114.61	22.82%			\$77,357.76					
June	August	\$86,823.48	13.14%	\$95,507.91	10.00%			\$81,949.54					
July	September	\$83,303.01	8.57%	\$87,368.56	4.88%			\$77,732.10					
Totals		\$933,274.19	7.21%	\$1,084,254.67	17.05%	\$450,180.55	2.81%	\$910,178.86	\$225,090.28	\$105,000.00	\$52,500.00	\$67,590.28	(\$14,548.16)
						\$950,000.00	Budgeted Transfer to General Fund						
						Net Receipts	Monthly Transfer to General Fund						
						\$90,036.11	Average Net Receipts						
						\$79,166.67	Required						

City of Crete Net 1% Sales Tax Receipts



Received
Collected

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



■ 5 Year Average ■ 2019-2020 ■ 2020-2021 ■ 2021-2022

Report Criteria:
 [Report].GL Account = "0000000"- "0499999", "0510000"- "9999999"

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	02/11/2022	266.07		03/22	701-9740
Total ALL COPY PRODUCTS INC (100):					266.07			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/11/2022	33.04		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/17/2022	199.23		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/21/2022	52.70		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/24/2022	158.97		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/26/2022	220.37		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/26/2022	125.34		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	01/26/2022	84.93		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/07/2022	104.49		03/22	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/07/2022	111.61		03/22	701-5691
Total BAKER & TAYLOR (370):					1,090.68			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	02/17/2022	101.66		03/22	401-5980
Total BEATRICE CONCRETE CO (440):					101.66			
BIRDS & BLOOMS (490)								
BIRDS & BLOOMS	1	Invoice	20 MONTHS RENEWAL	02/11/2022	19.97		03/22	701-5691
Total BIRDS & BLOOMS (490):					19.97			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	UTILITY-1440 LINDEN	02/18/2022	124.16		03/22	001-7040
BLACK HILLS ENERGY	1	Invoice	UTILITY-239 E 13TH ST	02/23/2022	91.99		00/00	501-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1426 MAIN	02/23/2022	36.77		00/00	502-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1515 FOREST	02/23/2022	1,860.96		00/00	701-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-485 S MAIN AVE	02/23/2022	186.02		00/00	003-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-137 W 13TH ST	02/23/2022	39.53		00/00	810-5210
Total BLACK HILLS ENERGY (495):					2,339.43			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BOUND TREE MEDICAL LLC (5598)								
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	02/17/2022	323.29		03/22	302-5341
Total BOUND TREE MEDICAL LLC (5598):					323.29			
CANON FINANCIAL SERVICES INC (5778)								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	02/10/2022	34.00		03/22	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	02/10/2022	34.00		03/22	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	02/10/2022	8.50		03/22	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	02/10/2022	34.00		03/22	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	02/10/2022	34.00		03/22	721-9740
CANON FINANCIAL SERVICES INC	6	Invoice	COPIER CONTRACT 8604	02/10/2022	8.50		03/22	001-9740
CANON FINANCIAL SERVICES INC	7	Invoice	COPIER CONTRACT 8604	02/10/2022	8.50		03/22	002-9740
CANON FINANCIAL SERVICES INC	8	Invoice	COPIER CONTRACT 8604	02/10/2022	8.50		03/22	003-9740
Total CANON FINANCIAL SERVICES INC (5778):					170.00			
CAPITAL BUSINESS SYSTEMS INC (705)								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	02/01/2022	41.19		03/22	101-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	02/01/2022	64.36		03/22	201-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	02/01/2022	12.64		03/22	401-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	02/01/2022	67.03		03/22	701-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	02/01/2022	156.16		03/22	721-9740
CAPITAL BUSINESS SYSTEMS INC	6	Invoice	SERVICE CONTRACT	02/01/2022	12.65		03/22	001-9740
CAPITAL BUSINESS SYSTEMS INC	7	Invoice	SERVICE CONTRACT	02/01/2022	12.64		03/22	002-9740
CAPITAL BUSINESS SYSTEMS INC	8	Invoice	SERVICE CONTRACT	02/01/2022	12.64		03/22	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					379.31			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	ADO ACROBAT PRO RET	02/03/2022	391.94		03/22	201-6050
CDW GOVERNMENT INC	1	Invoice	VIEWSONIC 32IN GAMIN	02/14/2022	278.99		03/22	001-9915
CDW GOVERNMENT INC	2	Invoice	VIEWSONIC 32IN GAMIN	02/14/2022	278.99		03/22	002-9915
CDW GOVERNMENT INC	3	Invoice	VIEWSONIC 32IN GAMIN	02/14/2022	278.99		03/22	003-9915
CDW GOVERNMENT INC	4	Invoice	VIEWSONIC 32IN GAMIN	02/14/2022	278.99		03/22	401-6050
CDW GOVERNMENT INC	1	Invoice	COMPUTER EXPENSE	02/16/2022	79.05		03/22	101-5790
CDW GOVERNMENT INC	2	Invoice	COMPUTER EXPENSE	02/16/2022	64.15		03/22	001-9915
CDW GOVERNMENT INC	3	Invoice	COMPUTER EXPENSE	02/16/2022	64.15		03/22	002-9915
CDW GOVERNMENT INC	4	Invoice	COMPUTER EXPENSE	02/16/2022	64.15		03/22	003-9915
CDW GOVERNMENT INC	5	Invoice	COMPUTER EXPENSE	02/16/2022	64.15		03/22	401-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CDW GOVERNMENT INC (750):					1,843.55			
CENTENE MGMT CORP (5830)								
CENTENE MGMT CORP	1	Invoice	REFUND AMBULANCE C	02/22/2022	290.32		03/22	302-4052
Total CENTENE MGMT CORP (5830):					290.32			
CENTER POINT LARGE PRINT (765)								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	02/02/2022	169.88		03/22	701-5691
Total CENTER POINT LARGE PRINT (765):					169.88			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	JANITORIAL SUPPLIES	02/16/2022	97.89		03/22	401-5541
CITY REVENUE FUND	1	Invoice	FRANCHISE FEE	02/11/2022	1,084.80		00/00	511-4012
Total CITY REVENUE FUND (860):					1,182.69			
CONSOLIDATED MANAGEMENT COMPANY (955)								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	02/16/2022	68.56		03/22	201-9760
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	02/23/2022	51.08		03/22	201-9760
Total CONSOLIDATED MANAGEMENT COMPANY (955):					119.64			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	1 IPERL 1000G NO CABL	02/18/2022	712.15	1205	00/00	002-8090
Total CORE & MAIN LP (1005):					712.15			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	LAB SUPPLIES	02/15/2022	56.06		03/22	003-7282
Total CRETE FOODMART (GEN) (1095):					56.06			
DIAMOND VOGEL INC (1260)								
DIAMOND VOGEL INC	1	Invoice	PAINT SUPPLIES-POOL	02/11/2022	1,816.25		03/22	522-5330
Total DIAMOND VOGEL INC (1260):					1,816.25			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
DITCH WITCH UNDERCON (1320)								
DITCH WITCH UNDERCON	1	Invoice	KIT	02/23/2022	123.42	1249	03/22	001-8100
DITCH WITCH UNDERCON	2	Invoice	UNLOADER VALVE	02/23/2022	180.71	1249	03/22	001-8100
DITCH WITCH UNDERCON	3	Invoice	S/O CONNECTOR	02/23/2022	15.80	1249	03/22	001-8100
DITCH WITCH UNDERCON	4	Invoice	CONNECTOR	02/23/2022	28.14	1249	03/22	001-8100
Total DITCH WITCH UNDERCON (1320):					348.07			
DUTTON LAINSON COMPANY (1450)								
DUTTON LAINSON COMPANY	1	Invoice	SHAKESPEARE SMOOTH	02/04/2022	775.35	1221	03/22	001-2580
Total DUTTON LAINSON COMPANY (1450):					775.35			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	02/24/2022	21.99		03/22	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	02/24/2022	40.99		03/22	521-6020
Total EAKES OFFICE SOLUTIONS (1475):					62.98			
ELECTRONIC CONTRACTING COMPANY (1520)								
ELECTRONIC CONTRACTING COMPANY	1	Invoice	BLDG & GRND MAINT	02/21/2022	461.83		03/22	503-5330
ELECTRONIC CONTRACTING COMPANY	2	Invoice	BLDG & GRND MAINT	02/21/2022	461.82		03/22	701-5330
Total ELECTRONIC CONTRACTING COMPANY (1520):					923.65			
EMERGENCY MEDICAL PRODUCTS (1570)								
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	02/17/2022	1,319.11		03/22	302-5341
Total EMERGENCY MEDICAL PRODUCTS (1570):					1,319.11			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	02/09/2022	45.00		03/22	301-5330
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-649 SO	02/09/2022	40.00		03/22	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					85.00			
FAIRFIELD INN & SUITES (1685)								
FAIRFIELD INN & SUITES	1	Invoice	MEETING/TRAINING	02/23/2022	239.90		00/00	401-9760
Total FAIRFIELD INN & SUITES (1685):					239.90			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
FIRST WIRELESS (1785)								
FIRST WIRELESS	1	Invoice	RADIO REPAIR	02/16/2022	639.00		03/22	201-9990
FIRST WIRELESS	1	Invoice	HARD LEATHER CC 2.5IN	02/18/2022	385.00		03/22	001-9990
FIRST WIRELESS	2	Invoice	HARD LEATHER CC 2.5IN	02/18/2022	385.00		03/22	531-6435
FIRST WIRELESS	3	Invoice	HARD LEATHER CC 2.5IN	02/18/2022	220.00		03/22	002-9990
FIRST WIRELESS	4	Invoice	HARD LEATHER CC 2.5IN	02/18/2022	165.00		03/22	003-9990
FIRST WIRELESS	5	Invoice	HARD LEATHER CC 2.5IN	02/18/2022	110.00		03/22	531-6461
Total FIRST WIRELESS (1785):					1,904.00			
GILMORE & ASSOCIATES INC (1955)								
GILMORE & ASSOCIATES INC	1	Invoice	PRJ#226.347 22ND ST LIF	08/03/2021	10,150.00		03/22	003-2000
GILMORE & ASSOCIATES INC	1	Invoice	PRJ#226.346 13TH ST AN	02/24/2022	2,403.88		03/22	561-6021
GILMORE & ASSOCIATES INC	2	Invoice	PRJ#226.346 13TH ST AN	02/24/2022	2,403.87		03/22	561-6031
Total GILMORE & ASSOCIATES INC (1955):					14,957.75			
GRAINGER (2005)								
GRAINGER	1	Invoice	MOBILE 600XP 68 GEAR	02/07/2022	381.44	1237	03/22	003-7201
GRAINGER	1	Invoice	SNOW PLOW LIGHTS	02/08/2022	182.97		03/22	401-5968
GRAINGER	1	Invoice	ABSORB PAD, OIL-BASE	02/15/2022	29.65	1244	03/22	001-7090
GRAINGER	2	Invoice	ABSORB BOOM, OIL-BAS	02/15/2022	100.12	1244	03/22	001-7090
Total GRAINGER (2005):					694.18			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	02/23/2022	664.65		03/22	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	02/23/2022	198.95		03/22	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	02/23/2022	133.37		03/22	301-7530
Total HEARTLAND NATURAL GAS (2175):					996.97			
HEATH SPORTS (2180)								
HEATH SPORTS	1	Invoice	SEW PATCHES OFC DEH	02/10/2022	135.00		03/22	531-6477
Total HEATH SPORTS (2180):					135.00			
HUSKER ILLUSTRATED (2290)								
HUSKER ILLUSTRATED	1	Invoice	SUBSCRIPTION RENEWA	02/11/2022	64.95		03/22	701-5691

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total HUSKER ILLUSTRATED (2290):					64.95			
JAY'S OIL CO. (2405)								
JAY'S OIL CO.	1	Invoice	FUEL-CITY PUMP INACTI	02/23/2022	22.85		03/22	201-5800
JAY'S OIL CO.	1	Invoice	FUEL-CITY PUMP INACTI	02/24/2022	21.42		03/22	201-5800
Total JAY'S OIL CO. (2405):					44.27			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R200586.00 CRETE 2021	02/14/2022	1,132.00		03/22	532-6381
JEO CONSULTING GROUP INC.	1	Invoice	R180253.01 2022 WATER	02/16/2022	500.00		03/22	002-9840
Total JEO CONSULTING GROUP INC. (2425):					1,632.00			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGREEMENT	02/01/2022	22.50		03/22	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	02/01/2022	55.00		03/22	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	02/01/2022	17.50		03/22	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	02/01/2022	5.00		03/22	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	02/01/2022	22.50		03/22	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	02/01/2022	55.00		03/22	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	02/01/2022	12.50		03/22	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	02/01/2022	35.00		03/22	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	02/01/2022	12.50		03/22	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	02/01/2022	12.50		03/22	003-9910
Total KIDWELL (2580):					250.00			
MACQUEEN EQUIPMENT LLC (2930)								
MACQUEEN EQUIPMENT LLC	1	Invoice	BALL VALVE 3 WAY	02/15/2022	154.46	1242	03/22	003-8101
Total MACQUEEN EQUIPMENT LLC (2930):					154.46			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	02/16/2022	61.56		03/22	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	02/23/2022	70.41		03/22	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					131.97			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MIDWEST PETROLEUM EQUIPMENT (3205)								
MIDWEST PETROLEUM EQUIPMENT	1	Invoice	FUEL PUMP REPAIR	02/17/2022	167.50		03/22	001-7210
Total MIDWEST PETROLEUM EQUIPMENT (3205):					167.50			
MIDWEST SERVICE AND SALES CO. (3215)								
MIDWEST SERVICE AND SALES CO.	1	Invoice	14 GA SQUARE TUBE UNI	02/23/2022	519.80	1240	03/22	401-6001
Total MIDWEST SERVICE AND SALES CO. (3215):					519.80			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	02/17/2022	641,273.00		03/22	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	02/17/2022	6.33		03/22	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	02/17/2022	87,440.95		03/22	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					728,720.28			
MUNICODE (5638)								
MUNICODE	1	Invoice	MEETING SUBSCRIPTIO	11/23/2021	3,800.00		03/22	101-6050
Total MUNICODE (5638):					3,800.00			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	VEHICLE OIL & GREASE	02/04/2022	53.99		03/22	401-5801
NAPA AUTO PARTS	2	Invoice	VEHICEL EXPENSE	02/04/2022	107.98		03/22	401-5968
Total NAPA AUTO PARTS (3345):					161.97			
NE DEPT OF ENVIRONMENT & ENERGY (5675)								
NE DEPT OF ENVIRONMENT & ENERGY	1	Invoice	2022 SWIMMING POOL P	02/17/2022	40.00		03/22	522-8500
Total NE DEPT OF ENVIRONMENT & ENERGY (5675):					40.00			
NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LABS	02/15/2022	194.00		03/22	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					194.00			
NE SECRETARY OF STATE (3495)								
NE SECRETARY OF STATE	1	Invoice	NOTARY RENEWAL-CHA	02/22/2022	30.00		03/22	201-8500
NE SECRETARY OF STATE	1	Invoice	NOTARY RENEWAL-GAR	02/22/2022	30.00		03/22	201-8500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NE SECRETARY OF STATE (3495):					60.00			
NE STATE FIRE MARSHAL (3505)								
NE STATE FIRE MARSHAL	1	Invoice	BOILER CERTIFICATE-LI	02/17/2022	108.00		03/22	701-5330
Total NE STATE FIRE MARSHAL (3505):					108.00			
OLSSON (3775)								
OLSSON	1	Invoice	#021-07990 MAIN LIFT ST	02/17/2022	4,329.23		03/22	003-2300
OLSSON	1	Invoice	#021-01738 SCADA	02/18/2022	542.10		03/22	001-9910
OLSSON	2	Invoice	#021-01738 SCADA	02/18/2022	542.10		03/22	002-9910
OLSSON	3	Invoice	#021-01738 SCADA	02/18/2022	542.11		03/22	003-9910
OLSSON	1	Invoice	#015-08260 CRETE CORE	02/18/2022	86.77		03/22	003-9840
Total OLSSON (3775):					6,042.31			
PAPER TIGER SHREDDING (3905)								
PAPER TIGER SHREDDING	1	Invoice	PAPER SHREDDING	11/30/2021	30.00		03/22	201-5329
Total PAPER TIGER SHREDDING (3905):					30.00			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	02/11/2022	63.00		03/22	201-5329
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	02/07/2022	49.00		03/22	502-5750
Total PRESTO-X (4050):					112.00			
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	02/06/2022	100.00		03/22	701-9650
Total QUADIENT FINANCE USA INC (5591):					100.00			
QUILL CORP. (4130)								
QUILL CORP.	1	Invoice	OFFICE SUPPLIES	02/03/2022	116.07		03/22	701-9900
QUILL CORP.	1	Invoice	OFFICE SUPPLIES	02/07/2022	31.92		03/22	701-9900
Total QUILL CORP. (4130):					147.99			
RAMOS, ZORAIDA (4175)								
RAMOS, ZORAIDA	1	Invoice	MILEAGE	02/24/2022	22.62		03/22	701-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total RAMOS, ZORAIDA (4175):					22.62			
RESCO (4280)								
RESCO	1	Invoice	PAINT INVERTED SPRAY	02/22/2022	164.26	1246	03/22	001-8040
RESCO	1	Invoice	URD 500 MCM TRPLX RI	02/25/2022	8,462.00	1246	03/22	001-1500
Total RESCO (4280):					8,626.26			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	02/15/2022	98.74		03/22	301-5800
SAPP BROS PETROLEUM	2	Invoice	FUEL - ACCT #742498	02/15/2022	174.28		03/22	302-5800
Total SAPP BROS PETROLEUM (4505):					273.02			
SECURITY EQUIPMENT INC (5787)								
SECURITY EQUIPMENT INC	1	Invoice	ACCESS HOSTING	02/17/2022	48.00		03/22	301-5330
Total SECURITY EQUIPMENT INC (5787):					48.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-PLAN COMM	02/16/2022	10.64		03/22	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-COUNCIL	02/16/2022	10.64		03/22	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	02/23/2022	89.90		00/00	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					111.18			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL/FILTER	02/17/2022	45.58		03/22	521-5801
Total SID DILLON FORD (4635):					45.58			
SPLASH SWIM GOGGLES (5702)								
SPLASH SWIM GOGGLES	1	Invoice	SWIM GOGGLES	02/22/2022	210.89		03/22	722-5586
Total SPLASH SWIM GOGGLES (5702):					210.89			
STORK, BRIAN (4845)								
STORK, BRIAN	1	Invoice	ASPHALT PAVING CONFE	02/15/2022	10.25		03/22	401-9760
STORK, BRIAN	1	Invoice	JANUARY MILEAGE	02/17/2022	4.41		03/22	002-9760
STORK, BRIAN	2	Invoice	JANUARY MILEAGE	02/17/2022	4.41		03/22	003-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
STORK, BRIAN	3	Invoice	JANUARY MILEAGE	02/17/2022	4.41		03/22	401-8500
STORK, BRIAN	1	Invoice	PHONE-JANUARY	02/17/2022	15.00		03/22	002-8500
STORK, BRIAN	2	Invoice	PHONE-JANUARY	02/17/2022	15.00		03/22	003-8500
STORK, BRIAN	3	Invoice	PHONE-JANUARY	02/17/2022	15.00		03/22	401-8500
Total STORK, BRIAN (4845):					68.48			
SW FIREFIGHTING FOAM & EQUIPMENT INC (5831)								
SW FIREFIGHTING FOAM & EQUIPMENT INC	1	Invoice	FOAM	02/10/2022	1,880.05		03/22	303-5262
Total SW FIREFIGHTING FOAM & EQUIPMENT INC (5831):					1,880.05			
TELLEZ, NANCY (4960)								
TELLEZ, NANCY	1	Invoice	REIMBURSEMENTS	02/18/2022	49.26		03/22	101-7530
TELLEZ, NANCY	2	Invoice	REIMBURSEMENTS	02/18/2022	49.26		03/22	201-5220
TELLEZ, NANCY	3	Invoice	REIMBURSEMENTS	02/18/2022	16.42		03/22	521-7530
TELLEZ, NANCY	4	Invoice	REIMBURSEMENTS	02/18/2022	16.42		03/22	001-9660
TELLEZ, NANCY	5	Invoice	REIMBURSEMENTS	02/18/2022	16.42		03/22	002-9660
TELLEZ, NANCY	6	Invoice	REIMBURSEMENTS	02/18/2022	16.42		03/22	003-9660
Total TELLEZ, NANCY (4960):					164.20			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	JERRY CC, UNV OF NE 1	02/23/2022	443.00		00/00	101-9760
U.S. BANK	2	Invoice	JERRY CC, REPLACEBAT	02/23/2022	80.61		00/00	003-7201
U.S. BANK	3	Invoice	JERRY CC, UNV OF NE 1	02/23/2022	443.00		00/00	101-9760
U.S. BANK	4	Invoice	JERRY CC, IIMC XXXC8F	02/23/2022	115.00		00/00	101-5400
U.S. BANK	5	Invoice	JERRY CC, UNV OF NE C	02/23/2022	50.00-		00/00	101-9760
U.S. BANK	1	Invoice	TOM CC, UNV OF NE 3CN	02/23/2022	80.00		00/00	401-9760
U.S. BANK	2	Invoice	TOM CC, UNV OF NE LFN	02/23/2022	80.00		00/00	401-9760
U.S. BANK	3	Invoice	TOM CC, UNV OF NE QR	02/23/2022	80.00		00/00	401-9760
U.S. BANK	4	Invoice	TOM CC, HOLIDAY INN 22	02/23/2022	226.40		00/00	003-8480
U.S. BANK	5	Invoice	TOM CC, AMAZON XX-84	02/23/2022	64.00		00/00	101-5790
U.S. BANK	6	Invoice	TOM CC, AMAZON XX-86	02/23/2022	18.98		00/00	101-6020
U.S. BANK	7	Invoice	TOM CC, FAIRFIELD INN	02/23/2022	486.20		00/00	002-8480
Total U.S. BANK (5170):					2,067.19			
UNION BANK & TRUST CO (5205)								
UNION BANK & TRUST CO	1	Invoice	HSA FEES2	02/01/2022	3.20		03/22	101-9620
UNION BANK & TRUST CO	2	Invoice	HSA FEES2	02/01/2022	3.20		03/22	201-9620

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
UNION BANK & TRUST CO	3	Invoice	HSA FEES2	02/01/2022	3.20		03/22	401-9620
UNION BANK & TRUST CO	4	Invoice	HSA FEES2	02/01/2022	6.40		03/22	002-9620
UNION BANK & TRUST CO	1	Invoice	HSA FEES	02/01/2022	8.21		03/22	101-9620
UNION BANK & TRUST CO	2	Invoice	HSA FEES	02/01/2022	8.93		03/22	201-9620
UNION BANK & TRUST CO	3	Invoice	HSA FEES	02/01/2022	1.44		03/22	203-9620
UNION BANK & TRUST CO	4	Invoice	HSA FEES	02/01/2022	8.21		03/22	401-9620
UNION BANK & TRUST CO	5	Invoice	HSA FEES	02/01/2022	2.88		03/22	601-9620
UNION BANK & TRUST CO	6	Invoice	HSA FEES	02/01/2022	11.52		03/22	701-9620
UNION BANK & TRUST CO	7	Invoice	HSA FEES	02/01/2022	18.24		03/22	001-9620
UNION BANK & TRUST CO	8	Invoice	HSA FEES	02/01/2022	7.73		03/22	002-9620
UNION BANK & TRUST CO	9	Invoice	HSA FEES	02/01/2022	4.84		03/22	003-9620
Total UNION BANK & TRUST CO (5205):					88.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	02/19/2022	23.56		03/22	003-9650
Total UPS (5240):					23.56			
VAN KIRK BROS CONTRACTING INC (5657)								
VAN KIRK BROS CONTRACTING INC	1	Invoice	226.346 13TH ST W ANNE	02/24/2022	4,452.30		03/22	561-6021
VAN KIRK BROS CONTRACTING INC	2	Invoice	226.346 13TH ST W ANNE	02/24/2022	24,910.30		03/22	561-6031
Total VAN KIRK BROS CONTRACTING INC (5657):					29,362.60			
WASTE CONNECTIONS OF NEBRASKA (5360)								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1945 FOREST AVE	03/01/2022	59.05		00/00	201-5329
WASTE CONNECTIONS OF NEBRASKA	2	Invoice	243 E 13TH ST	03/01/2022	166.82		00/00	501-7530
WASTE CONNECTIONS OF NEBRASKA	3	Invoice	1420 MAIN AVE	03/01/2022	21.10		00/00	502-7530
WASTE CONNECTIONS OF NEBRASKA	4	Invoice	320 W 9TH ST	03/01/2022	29.53		00/00	001-8000
WASTE CONNECTIONS OF NEBRASKA	5	Invoice	320 W 9TH ST	03/01/2022	29.52		00/00	002-8000
WASTE CONNECTIONS OF NEBRASKA	6	Invoice	100 S MAIN AVE	03/01/2022	466.57		00/00	003-7530
WASTE CONNECTIONS OF NEBRASKA	7	Invoice	212 E 15TH ST	03/01/2022	77.25		00/00	401-5330
WASTE CONNECTIONS OF NEBRASKA	8	Invoice	5TH FOREST AVE	03/01/2022	.00		00/00	522-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1515 FOREST	03/01/2022	60.70		00/00	701-5330
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	TUXEDO PARK	03/01/2022	148.45		00/00	521-7530
Total WASTE CONNECTIONS OF NEBRASKA (5360):					1,058.99			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-LIBRARY	02/22/2022	249.46		00/00	701-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total WINDSTREAM (5465):					249.46			
YAGER, JESSE (5781)								
YAGER, JESSE	1	Invoice	MEETING/TRAINING	02/23/2022	321.22		03/22	002-8480
Total YAGER, JESSE (5781):					321.22			
Grand Totals:					820,425.71			

Report GL Period Summary

GL Period	Amount
03/22	812,708.05
00/00	7,717.66
Grand Totals:	820,425.71

Vendor number hash: 300253
 Vendor number hash - split: 610491
 Total number of invoices: 106
 Total number of transactions: 191

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	820,425.71	.00	820,425.71
Grand Totals:	820,425.71	.00	820,425.71

Report Criteria:

[Report].GL Account = "0000000"- "0499999", "0510000"- "9999999"

CRETE
NEBRASKA



Should the City of Crete invest in a Police Service Dog Program?



The Program

End: A sustainable police service dog program with lasting benefits to our Community

Ways:

- Develop and sustain a connection between the Community and the service dog program
- Leverage and develop internal capacity to initiate and carry on the program through time
- Develop funding sources apart from only taxation

The Program

Means:

- A trained and effective police service dog
- A trained and effective handler
- Trained leadership
- A kennel
- A vehicle and durable supplies
- Expendable supplies
- Veterinary services
- General care



Ways

- Develop and sustain a connection between the Community and the service dog program
 - Public interaction
 - High visibility at local events
 - Engagement during City-sponsored activities



Ways

- Leverage and develop internal capacity to initiate and carry on the program through time
 - Reliance on current expertise
 - Leverage current interest
 - Total participation from the Department
 - Community support



Ways

- Develop funding sources apart from only taxation
 - Donations (e.g., direct funding and in-kind)
 - Seizures, as part of a mature and active Program
 - Not a guarantee
 - Part of task force operations



Means

- A trained and effective police service dog
 - Selection (varying levels of training)
 - Post purchase - State training and certification
 - In-service training (individual and collective)
 - Experience through success



Discussion
Point:
How do we
select the right
dog?

Dog purchase: \$13,000+

Purchase price can vary greatly due to prior training of the animal, market demand, location, breeding, etc

Means

- A trained and effective handler
 - Selection
 - State training
 - Handler/dog
 - Four (4) months NLETC
 - In-service training
 - Available in the area
 - That which we create
 - Relationships with other agencies
 - Experience through success



Discussion
Point:
How do we
select the right
handler?

State training course: Lodging and meal costs
NLETC Lodging (Handler: \$2,000 / Service dog: \$160)

Means

- Trained leadership
 - Presently: Sgt Jon Pucket
 - Trainer/Handler: 1991-1993
Detector Dogs international
 - Handler: 1993-1998
Phelps Co Sheriff's Office
 - A resource to other LE agencies
 - Must be more than “one-deep”
 - State training



Means

- A kennel
 - Local (at residence of handler)
 - Safe and well-constructed
 - Donations sought to cover materials
 - PD built



Discussion
Point:
Where will the
kennel be?

Materials estimate (other than concrete): \$2,500

Means

- Vehicle and durable supplies

- Ford Explorer (Outfitted for patrol use and dog)

- Muzzle

Vehicle: \$67,600

- Leashes

+ Dog specific vehicle items: \$6,200

- Ballistic Vest

Rear seat animal insert (split dog/prisoner), remote door opening devices, fans, heat alert, mat, LED light etc.

- Training supplies

- Training harness, E-collar, kongs, etc.

- 'Bite' suit

- Arm sleeve and cover

Discussion
Point:

What's needed
in the vehicle?

Durable supplies: \$1,500
Training supplies: \$2,900

Means

- Expendable supplies
 - Food: Nestle Purina has donated food for area service dogs in the past.
 - Water
 - Bowls
 - Toys
 - Treats
 - Waste bags, etc.



Food alone: \$800/yr

Means

- Veterinary services
 - County
 - Crete
 - Anticipated costs
 - Check-ups
 - Shots
 - Illnesses and injuries



\$1,100/yr

Means

▫ General Care

The handler will be allotted ½ hour each shift to the general care of the service dog.

- Grooming
- Feeding
- Exercising



Mutual Aid

- County
 - Two dogs
 - Availability
- Southeast Nebraska
 - Area service dog programs
 - Task force



Discussion
Point:
What's the
local task
force?

Added Value



Increased
capacity

- To the Community
 - Increased capacity to be served
 - A Community/City rallying point
- To the Department
 - Increased capacity to serve
 - Potent and reliable control measure
 - Retention and professional development
 - Job satisfaction
 - Opportunities unavailable elsewhere
- Strengthen existing relationships
- *Reservoir of goodwill*

Discussion
Point:
What will
make Crete's
Program
special?

A Successful Program through Time

- Entered into with expectation of success
 - Internal capacity now
 - Officers devoted to the Program
 - Training and experienced guaranteed



- Longevity
 - Officers who learn and prove themselves are the handlers of tomorrow
 - Community connection

Should the City of Crete invest in a Police Service Dog Program?



Date of Issuance: September 21, 2021	Effective Date: 2-14-22
Owner: City of Crete	Owner's Contract No.: N/A
Contractor: Van Kirk Bros. Contracting	Contractor's Project No.:
Engineer: Gilmore & Associates, Inc.	Engineer's Project No.: 226.346
Project: 13 th Street West Annexation - Water and Sewer Extension - Crete, Nebraska	Contract Name: 13 th Street West Annexation - Crete, Nebraska

The Contract is modified as follows upon execution of this Change Order:

Description: Replace culvert and sanitary service connection.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>229,641.00</u>	Original Contract Times: Substantial Completion: <u>May 1, 2022</u> Ready for Final Payment: <u>May 15, 2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>229,641.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] of this Change Order: \$ <u>9,450.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>239,091.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: GILMORE & ASSOCIATES, INC.	ACCEPTED: CITY OF CRETE	ACCEPTED: VAN KIRK BROS. CONTRACTING
By: <u><i>Keith Gilmore</i></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u><i>Melissa Schudeman</i></u> Contractor (Authorized Signature)
Title: <u>V.P.</u>	Title: _____	Title: <u>Corp. Secretary</u>
Date: <u>2/15/22</u>	Date: _____	Date: <u>2/15/2022</u>

Approved by Funding Agency (if applicable)
By: _____ Date: _____
Title: _____

SOLAR POWER PURCHASE AGREEMENT

BETWEEN

[MUNICIPALITY] (BUYER)

AND

SE MUNICIPAL SOLAR, LLC (SELLER)

DATED AS OF _____, 20__

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SOLAR POWER PURCHASE AGREEMENT

THIS SOLAR POWER PURCHASE AGREEMENT (“Agreement”) is made and entered into as of the date (“**Effective Date**”) and among the parties set forth in Exhibit 1 (each a “**Party**” and collectively, the “**Parties**”). The defined terms in Article I and Exhibit 1 shall apply throughout this Agreement. If there is a conflict between Article I and Exhibit 1, Exhibit 1 shall control.

WITNESSETH

WHEREAS, Seller proposes to construct, own, operate and maintain a solar electric generating facility for the purpose of producing electric energy for sale to Buyer as more particularly described in Exhibit 1 (the “**Facility**”); and

WHEREAS, Buyer desires to purchase electric energy produced by the Facility from Seller, and Seller desires to sell such electric energy to Buyer; and

WHEREAS, the Parties desire to set forth in writing their respective rights and obligations with respect to the purchase and sale of such electric energy;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings herein contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.01 Defined Terms

“Affiliate” shall mean, as to any Party, any Person (other than a natural person or a Tax Investor) that directly, or indirectly through one or more intermediaries, (i) controls, is controlled by, or is under common control with such Party, or (ii) is the beneficial owner of fifty percent (50%) or more of any class of equity securities of, or other ownership interests in, such Party or of which such Party is directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities or other ownership interests.

“Agreement” shall mean this Solar Power Purchase Agreement, including all exhibits hereto, and any written amendments hereto that may be made from time to time in accordance herewith.

“Associated Party(ies)” shall mean, with respect to any Party, any Affiliate of such Party, any officer, director, trustee, fiduciary, employee, agent, representative, contractor or subcontractor of such Party.

“Buyer” shall have the meaning given in the Preamble.

“Buyer’s Cost to Cover” shall mean the difference between the Energy Price during the Measurement Period and the price Buyer would have paid the Municipal Energy Agency of Nebraska (“MEAN”) for renewable energy available from MEAN’s portfolio for the Energy during the Measurement Period, less the actual cost of replacement Environmental Attributes provided by Seller under Section 6.04(c) for such Measurement Period.

“Capacity” shall mean the Facility’s nameplate rating.

“Carryover” shall mean, for each Contract Year, one-half of one percent (0.5%) of the Target Energy Production for all previous Contract Years minus the summation of the actual amount of Energy in each such Contract Year subject to Curtailment below the Curtailment Threshold applicable to such Contract Year, but in no event less than zero.

“Claim” shall have the meaning given in Section .

“Code” shall mean the United States Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

“Collateral Agent” shall have the meaning given in Section .

“Commercial Operation Date” shall mean the date designated as the Commercial Operation Date pursuant to Section .

“Commissioned” shall mean, with respect to any Module, that such Module has been installed and that Seller has taken all action necessary to enable the Module to commence the regular delivery of Energy.

“Committed Capacity” shall be as set forth in Exhibit 1, as such capacity may be adjusted pursuant to Section 3.04(b).

“Confidential Information” shall mean proprietary or commercial information which if released would give advantage to business competitors. The existence of this Agreement shall not be considered Confidential Information.

“Contract Year” shall mean each consecutive twelve (12) month period beginning on the first January 1 after the Commercial Operation Date occurs.

“Contract Term” shall be as set forth in Exhibit 1.

“Costs” shall mean, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into a new arrangement or arrangements which replace this Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.

“Curtailement” shall mean a reduction in delivery of Facility output due to an action or operational decisions made by and for the benefit of Buyer. Notwithstanding the foregoing, Curtailement shall not include reductions in delivery of Facility output due to: (1) Buyer maintaining or upgrading the Distribution System, or a third party maintaining or upgrading the transmission system or subtransmission system in accordance with Good Utility Practices; (2) Force Majeure or emergency condition on the Distribution System or the transmission system or subtransmission system owned by a third party; or (3) Buyer maintaining the reliability of the Distribution System or a third party maintain the reliability of the transmission system or subtransmission system.

“Curtailement Threshold” shall mean, for each Contract Year, the lesser of (a) sum of (i) one half of one percent (0.5%) of the Target Energy Production for such Contract Year plus (ii) the Carryover and (b) one percent (1.0%) of the Target Energy Production for such Contract Year.

“Defaulting Party” shall have the meaning set forth in Section.

“Delivery Meter” shall have the meaning given in Section.

“Delivery Point” shall have the meaning given in Section.

“Designated Representative(s)” shall mean the representatives of Seller and Buyer designated pursuant to Sections and , respectively.

“Dispute” shall have the meaning given in Section 10.04.

“Distribution System” shall mean the electric system facilities owned, leased or operated by Buyer and which are rated at or below a voltage level of 15,000 volts.

“Due Date” shall have the meaning given in Section.

“Early Termination Date” shall have the meaning set forth in Section.

“Effective Date” shall mean the date set forth in the preamble.

“Energy” shall mean three-phase, sixty (60) hertz alternating current energy generated at the Facility.

“Energy Price” shall mean the price for Energy delivered to the Delivery Point, as escalated in accordance with Section.

“Environmental Attributes” shall mean the aggregate amount of credits (including renewable energy credits and renewable energy certificates), set-offs, payments, rights, attributes, or other benefits of all kinds associated with or arising out of or otherwise corresponding to the Rated Capacity and associated Energy, or otherwise arising due to the production of Energy, and the sale and distribution of such Energy by Seller, Buyer and others, other than payments under this Agreement and Tax Benefits. Environmental Attributes shall include (i) environmental air quality credits, off-sets or other benefits related to the generation of

Energy in a manner which reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any Law, and (ii) credits, off-sets, green pricing programs, renewable energy credit trading programs, or any similar program or benefits derived from the use, purchase or distribution of renewable energy from the generation of Energy pursuant to any Law.

“Event of Default” shall have the meaning given in Sections and .

“Excused Delay” shall mean a delay in achieving the Commercial Operation Date due to Force Majeure, delay by Interconnection Provider in entering into or performing its obligations under the Interconnection Agreement or any other agreement, breach by Buyer of this Agreement (including Seller’s exercise of any remedies for such breach), or any other action or inaction of Buyer or Interconnection Provider which prevents Seller from performing its obligations under this Agreement in a timely manner.

“Facility” shall mean Seller’s photovoltaic electric generation facility at the Facility Site, as described in Exhibit 1.

“Facility Debt” shall mean the obligations of Seller or a Seller Affiliate to any Lender pursuant to the Financing Documents, including without limitation, principal of, premium and interest (including all interest accruing after commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Seller or a Seller Affiliate) on indebtedness, fees, expenses or penalties, amounts to fund reserves, amounts due upon acceleration, prepayment or restructuring, swap or interest rate hedging breakage costs and any claims or interest due with respect to any of the foregoing, including without limitation, reasonable attorney’s fees. Facility Debt shall continue to constitute Facility Debt, notwithstanding the fact that such Facility Debt or any claim for such Facility Debt is subordinated, avoided or disallowed under the federal Bankruptcy Code or other applicable Law. Facility Debt shall also include indebtedness of Seller or a Seller Affiliate secured by the Facility and/or the Facility Site incurred in connection with a conversion of a construction loan or bridge loan, or refinancing of the Facility Debt.

“Facility Site” shall mean the real property on which the Facility will be located.

“Financial Closing” shall mean the execution of loan agreements with the Lender or Lenders, or the execution of equity investment agreements with the Tax Investor or Tax Investors, providing for the construction financing of the Facility.

“Financing Documents” shall mean the loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, deeds of trust, interest rate exchanges, pledge agreements, swap agreements, letters of credit and other documents evidencing, securing or otherwise relating to the development, bridge, construction and/or permanent debt financing or other extension(s) of credit for obtaining Facility Debt, including any credit enhancement, credit support, swaps, caps, floors, collars, hedging agreements, working capital financing, or refinancing documents, and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the

discretion of Seller or a Seller Affiliate in connection with the development, construction, ownership, leasing, operation or maintenance of the Facility.

“Financing Party” shall mean any Person (including any Tax Investor) providing debt or equity financing (including lease financing, tax equity, equity contributions or equity commitments), refinancing of any such financing, or any guarantee, insurance, credit enhancement, swap, cap, floor, collar, hedging agreement, working capital financing, or credit support for or in connection with such financing or refinancing, in connection with the development, construction, ownership or leasing, operation or maintenance of the Facility, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Fitch” shall mean Fitch Ratings, Inc., or any successor thereto, or if there is no such successor, a nationally recognized credit rating agency.

“Force Majeure” shall have the meaning given in Section .

“Gains” shall mean, with respect to any Party, an amount equal to the present value (determined using a discount rate of five percent (5%)) of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior to such time, or any of the practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts generally acceptable in the region in light of the circumstances.

“Governmental Authority” shall mean any municipal, local, state, regional or federal administrative, legal, judicial or executive agency, court, commission, department or other such entity of competent jurisdiction, but excluding Buyer and any such agency, commission, department or other such entity acting in its capacity as lender or guarantor.

“Guaranteed Commercial Operation Date” shall be as set forth in Exhibit 1.

“Guaranteed Energy Production” shall be as set forth in Exhibit 1.

“Indemnifiable Cost” shall mean any cost, expense, damage, fine, penalty, liability or other loss, including reasonable out-of-pocket legal, accounting, consulting, engineering, investigatory, expert witness and other fees and expenses.

“Indemnified Party” shall have the meaning given in Section .

“Indemnifying Party” shall have the meaning given in Section .

“Insolation” shall mean the watt-hour per square meter insolation on the Facility Site, as measured by Seller’s pyranometer or similar measurement device installed at the angle of Module tilt and located within the boundaries of the Facility. Insolation data will be time synchronized to Buyer’s metering and historical data, will be made available to Seller, and shall be used to calculate Lost Production.

“Interconnection Agreement” shall mean an agreement entered into between Seller and Interconnection Provider providing for the interconnection of the Facility to Buyer’s Distribution System.

“Interconnection Provider” shall be as set forth in Exhibit 1.

“Interconnection Provider’s Interconnection Facilities” shall mean all equipment and facilities on Buyer’s side of the Delivery Point for the purpose of interconnecting the Facility to Buyer’s Distribution System.

“Interest Rate” means, on any date of determination, the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* (the average thereof, if there is a range of such rates) as of such date of determination; provided, that the Interest Rate shall never exceed the maximum rate permitted by Law. If *The Wall Street Journal* ceases to publish the “prime rate,” then Buyer and Seller shall agree as to a substitute reference that represents the base rate on corporate loans posted by major banks having one or more lending offices in New York, New York.

“Investment Grade Credit Rating” shall mean that the applicable entity has a long-term credit rating (corporate or long-term senior unsecured debt) from at least two of S&P, Moody’s and Fitch, and is rated “BBB-” or better by S&P and Fitch and “Baa3” or better by Moody’s; provided, however, such entity shall be deemed not to have an “Investment Grade Credit Rating” if such entity’s long-term credit rating is lower than “BBB-” by either S&P or Fitch or lower than “Baa3” by Moody’s, or if a “credit watch,” “negative outlook” or other rating decline alert has been issued by S&P, Moody’s and/or Fitch.

“ITC” shall mean the investment tax credit established pursuant to Section 48 of the Internal Revenue Code of 1986, as it may be amended from time to time.

“Late Payment Rate” shall mean, for any period, the lesser of: (i) the Interest Rate plus one percent (1 %), or (ii) the maximum rate permitted by applicable Law.

“Law” shall mean: (i) any law, legislation, statute, act, rule, ordinance, decree, regulation, order, judgment, or other similar legal requirement, or (ii) any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any Governmental Authority.

“Lender” shall mean any Financing Party providing debt financing, refinancing of any such financing, or any guarantee, insurance, credit enhancement, swap, cap, floor, collar, hedging agreement, working capital financing, or credit support for or in connection with such financing or refinancing of any such financing, in connection with the development, construction, ownership or leasing, operation or maintenance of the Facility.

“Lost Production” shall mean, for any hour, the amount by which the Maximum Facility Output is reduced due to a Curtailment above the Curtailment Threshold or a breach of the Agreement by Buyer (including Seller’s exercise of any remedies for such breach).

“Maximum Facility Output” shall mean, for any hour, the amount of Energy that the Facility would have been able to produce during the hour, based on the average Insolation for such hour; provided that the Maximum Facility Output for any hour shall be reduced, but not below zero, to the extent that the Facility would not otherwise have been available during such hour due to a maintenance outage, derating, or other circumstance solely within the control of Seller.

“Measurement Period” shall have the meaning given in Exhibit 2.

“Module” shall mean a discrete unit of photovoltaic cells and inverter(s).

“Moody’s” shall mean Moody’s Investor Service, Inc. or any successor thereto, or if there is no such successor, a nationally recognized credit rating agency.

“MW” shall mean one megawatt of alternating current electric capacity.

“MWh” shall mean one megawatt-hour of energy.

“New Solar Incentive” shall have the meaning set forth in Section 4.01(d).

“Person” shall mean any legal or natural person, including any individual, corporation, partnership, limited liability company, joint stock company, association, joint venture, trust, governmental or international body or agency, or other entity.

“Place of Delivery” shall mean Buyer’s renewable energy account established by Buyer and maintained with the administrator of the applicable Environmental Attribute program(s), or such other location or account for the delivery to Buyer of the Environmental Attributes as Buyer may specify via written notice to Seller.

“Rated Capacity” means the sum of the Capacities of all Commissioned Modules.

“S&P” shall mean Standard & Poor’s or any successor thereto, or if there is no such successor, a nationally recognized credit rating agency.

“Seller” shall have the meaning given in the Preamble.

“Settlement Amount” shall mean the Losses or Gains, and Costs, expressed in U.S. Dollars, which a Party incurs as a result of the termination of this Agreement pursuant to Section.

“Solar Incentive(s)” shall mean any and all credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Facility or other similar programs available from the manufacturer of any part of the Facility; provided, however, that Solar Incentives excludes Environmental Attributes.

“Substantial Commercial Operation” shall have the meaning specified in Section .

“Subtransmission System” shall be as set forth in Exhibit 1.

“Target Energy Production” for any Measurement Period shall mean the amount for such Measurement Period set forth in Exhibit 2.

“Tax” shall mean any tax (including franchise tax), charge, fee, levy or other assessment imposed by any Governmental Authority and based on or measured with respect to net income or profits, including any interest, penalties or additions attributable or imposed with respect thereto, and any tax, charge, levy, fee or other assessment, including any transfer, gross receipts, sales, use, service, occupation, ad valorem, property, payroll, personal property, excise, severance, premium, stamp, documentary, license, registration, social security, employment, unemployment, disability, environmental (including taxes under Section 59A of the Code), add-on, value-added, withholding (whether payable directly or by withholding and whether or not requiring the filing of a tax return therefor), commercial rent and occupancy tax, and any estimated tax, deficiency assessment, interest, penalties and additions to tax or additional amounts in connection therewith, imposed by any Governmental Authority.

“Tax Benefits” shall mean federal, state or local investment tax credits (including ITCs), or any other tax credits or benefits which are or will be generated by the Facility, or any cash payments, outright grants of money or incentives from a Governmental Authority relating in any way to the development, ownership or operation of, or production from, the Facility.

“Tax Investor” shall mean any Person who acquires a direct or indirect interest in Seller as a part of a transaction to ensure that the Facility is owned in whole or in part by a Person able to use the Tax Benefits associated with holding an ownership interest in the Facility.

“Transmission System” shall be as set forth in Exhibit 1.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller as of the Effective Date:

(a) Buyer has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as enforceability may be limited by Laws affecting the rights of creditors generally.

(c) There is no pending or, to the knowledge of Buyer’s, threatened action or proceeding affecting Buyer before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. There are no

bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending against or being contemplated by Buyer or, to Buyer's knowledge, threatened against it.

(d) There are no approvals, Authorizations, consents, or other action required by any Governmental Authority necessary to authorize Buyer's execution and delivery of this Agreement.

(e) The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which Buyer is a party or any judgment, order, statute, or regulation that is applicable to Buyer.

2.02 Representations and Warranties of Seller . Seller hereby makes the following representations and warranties to Buyer as of the Effective Date:

(a) Seller has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary action.

(c) The Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited to Laws affecting the rights of creditors generally.

(d) There is no pending or, to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. There are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending against or being contemplated by Seller or, to Seller's knowledge, threatened against it.

(e) The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which Seller is a party of any judgment, order, statute, or regulation that is applicable to Seller.

(f) There are no approvals, Authorizations, consents, or other action required by any Governmental Authority necessary to authorize Seller's execution and delivery of the Agreement.

ARTICLE III

CONTRACT TERM; COMMERCIAL OPERATION DATE; CONDITIONS

3.01 General. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the end of the Contract Term; provided, however that except as expressly provided herein, Seller's obligation to sell and deliver Energy and Buyer's obligation to accept and purchase Energy shall begin on the Commercial Operation Date. The termination

of this Agreement shall be without prejudice to any rights or obligations of the Parties arising under this Agreement prior to such termination.

3.02 Conditions to Seller's Obligations

(a) This Agreement shall be legally binding from and after the Effective Date.

(b) Notwithstanding the foregoing, Seller's obligations to construct the Facility and to sell the Energy produced thereby to Buyer are expressly subject to the fulfillment of each of the conditions listed below, in each case in form and substance satisfactory to Seller in Seller's sole discretion; provided that Seller may waive any such condition or may extend the date for fulfillment of any such condition:

(i) No later than ninety (90) days after the Effective Date, Seller shall have received all necessary Authorizations from the applicable Governmental Authorities for the development, construction, ownership, leasing, operation or maintenance of the Facility, and for the sale of the output thereof (excluding any Authorization which, by its nature, is not available or required prior to the commencement of construction, ownership, operation or maintenance of the Facility) and, with respect to each such Authorization, either: (A) all appeals or other challenges of such Authorization shall have been resolved to Seller's satisfaction, or (B) the time for filing appeals or other challenges to such Authorization shall have expired with no appeal or other challenge having been filed.

(ii) No later than ninety (90) days after the Effective Date, Seller and Interconnection Provider shall have entered into the Interconnection Agreement, and such Interconnection Agreement shall provide for the installation and energization of the Interconnection Provider's Interconnection Facilities at Buyer's cost within a time that will permit Seller to place the Facility in service in time to claim the ITC with respect to the Facility.

(iii) No later than ninety (90) days after the Effective Date, Buyer shall have provided to Seller a sufficient lease or similar property right to use the Facility Site, and any necessary leases, rights-of-way or utility or access easements related thereto to allow Seller to construct, operate and maintain the Facility for the Contract Term.

(iv) No later than ninety (90) days after the Effective Date, Seller shall have completed an evaluation of the Facility Site with respect to geotechnical conditions, environmental conditions, and obstructions indicating that the Facility can be constructed without substantial Facility Site remediation or increased costs.

(v) No later than ninety (90) days after the Effective Date, Seller shall have determined that since the Effective Date, there has not been any change in any Law or in any operating standard applicable to Seller or the Facility which imposes material increased capital or operating costs on Seller, or materially decreases Seller's and Seller's owners' economic return from the ownership and operation of the Facility, including payments under this Agreement, Tax Benefits and Solar Incentives.

(vi) No later than one-hundred eighty (180) days after the Effective Date, the Financial Closing shall have occurred.

(c) If any condition set forth in Section has not been satisfied or waived by Seller in writing on or before the date specified therein for reasons not due to act or omission of Seller, then Seller shall have the right to terminate this Agreement by written notice to Buyer no later than thirty (30) days after such date, without any further financial or other obligation to Buyer under this Agreement as a result of such termination. If Seller does not terminate this Agreement on or before the date that is thirty (30) days after the date for satisfaction of such condition, the applicable condition shall be deemed to have been waived.

3.03 Guaranteed Commercial Operation Date .

If the Commercial Operation Date has not occurred by the Guaranteed Commercial Operation Date, Seller will pay Buyer Twenty Thousand Dollars (\$20,000) in delay damages (“Delay Damages”), and Buyer may also terminate this Agreement without further financial or other obligation on the part of either Party, other than for Seller to pay Buyer Delay Damages, by written notice to Seller no later than forty-five (45) days after the Guaranteed Commercial Operation Date. If Buyer does not deliver notice of termination by the end of such forty-five (45) day period, or if Commercial Operation is achieved prior to delivery of Buyer’s notice during such forty-five (45) day period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section .

3.04 Substantial Commercial Operation .

(a) Seller may declare the Facility to have achieved substantial commercial operation (“Substantial Commercial Operation”) provided that the Rated Capacity is at least ninety percent (90%) of the Committed Capacity.

(b) If Seller declares the Facility to have achieved Substantial Commercial Operation, the date of Substantial Commercial Operation shall be stated in the notice given under Section and shall be deemed to be the Commercial Operation Date for all purposes under this Agreement.

ARTICLE IV **PURCHASE AND SALE OF ENERGY AND ENVIRONMENTAL ATTRIBUTES**

4.01 Purchase and Sale .

(a) Purchase and Sale. Following the Commercial Operation Date and continuing throughout the Contract Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and accept from Seller, all of the Energy and Environmental Attributes produced by the Facility and delivered to the Delivery Point at the Energy Price. For the Energy Price, Buyer shall have all rights to claim the capacity associated with the Facility, including without limitation the right to claim the capacity for purposes of resource adequacy. The Facility will be designed, constructed and operated so that the nameplate capacity does not exceed the Committed Capacity size. Seller acknowledges that Buyer is not obligated to compensate Seller

for the delivery of excess Energy when the Facility generates power in amounts above the Committed Capacity. Seller waives any right to seek the PURPA avoided cost rate.

(b) Lost Production. In any month in which there is Lost Production, Buyer shall pay Seller an amount equal to the sum of: (i) the product of the Energy Price multiplied by the amount of Lost Production, and (ii) any Solar Incentives that Seller would have received with respect to the Lost Production. If Lost Production results from Buyer's need to avoid breach of or default under its obligations under a total-requirements wholesale contract or similar obligation, Buyer shall remain obligated to Seller under this provision, Seller shall have no liability to Buyer, and Buyer shall hold Seller harmless for any such breach or default.

(c) Energy Price. The price for Energy and Environmental Attributes produced by the Facility, and for Lost Production, shall be as set forth in Exhibit 1.

(d) New Solar Incentives: If there is any New Solar Incentive for which the Facility or the Seller is eligible, Seller shall use commercially reasonable efforts to qualify for such New Solar Incentive, and if it does so qualify, it will pay Buyer fifty percent (50%) of the proceeds actually received from such New Solar Incentive, net of (i) any cost of applying for and qualifying for such New Solar Incentive, (ii) any tax imposed on Seller's receipt of the proceeds of the New Solar Incentive, and (iii) any associated reduction in any other Solar Incentive or other tax or economic benefit to Seller from the ownership or operation of the Facility, or the sale of the output thereof. For purposes of this Section 4.01(d), a "New Solar Incentive" is a state or local financial benefit or tax incentive enacted after the Effective Date, which is not intended to replace or substitute for a Solar Incentive in existence on the Effective Date, which does not require any modification to the Facility in order to qualify for such benefit or incentive, and which does not lead to a reduction or recapture of any Solar Incentive or Tax Benefits that would otherwise be available to Seller or, if Seller is a pass-through entity for tax purposes, to its owners and equity investors.

4.02 Test Energy.

At Buyer's option, Buyer shall purchase all Energy generated during all testing conducted prior to the Commercial Operation Date at eighty-five percent (85%) of the Energy Price.

4.03 Billing.

(a) Seller shall read meters promptly following the end of each month. The amount of Energy delivered to Buyer during the preceding month shall be determined from such readings, as such readings are adjusted pursuant to Section.

(b) Seller shall render bills for amounts due hereunder by e-mail, or other mutually agreed electronic means, as soon as practicable following the meter reading, and shall incorporate such information as may reasonably be necessary or desirable to determine the payments for Energy delivered during the preceding month, and other amounts due hereunder, including indemnification payments. Seller shall send bills to the address(es) in Exhibit 4.

(c) If this Agreement expires or is terminated, Seller shall, within five (5) Business Days after the termination or expiration, or as soon thereafter as practicable, provide a final billing statement to Buyer.

(d) If Seller owes any amount to Buyer pursuant to this Agreement, Buyer shall send Seller a statement of the amount then due in accordance with the above procedures.

4.04 Payment and Interest.

(a) Payment.

(i) All payments shown to be due on a bill shall be due and payable not later than thirty (30) days after receipt (the "Due Date").

(ii) If the paying Party, in good faith, disputes a portion of any bill, the paying Party shall render payment for the undisputed portion of such bill to the billing Party. Upon resolution of the Dispute, any amount found to be due and payable to the billing Party shall be paid to the billing Party in accordance with Section.

(iii) All payments on account of errors of any kind, including overpayments and errors in billing or in metering, shall include interest at the Prime Rate accruing daily from the date of such erroneous payment to the date of payment. If, in the case of a Delivery Meter error, the date of the error cannot be determined, then interest shall accrue on the adjusted amount from the date set in accordance with Section.

(iv) The paying Party shall render payment by wire transfer, or such other payment method as the Parties mutually agreed upon. Payments shall be sent to the address(s) set forth in Exhibit 4, or if payment is by wire transfer, in accordance with wiring instructions provided by the receiving Party's representative identified in Exhibit 4.

(b) Interest.

(i) If the paying Party fails to pay all or a portion of the undisputed amounts billed within the time stated in Paragraph (a) hereof, the paying Party shall owe interest on the unpaid portion of the bill, which interest shall accrue daily at the Late Payment Rate, from the Due Date until paid.

(ii) If any portion of a disputed amount is ultimately determined to be due to the billing Party, such amount shall be due and payable not later than ten (10) Business Days after resolution of the Dispute, and the paying Party shall owe interest on such portion of such disputed amount to the extent that such portion is determined to be due and owing to the billing Party, which interest shall accrue daily at the Late Payment Rate, from the original Due Date of such amount until such amount is paid.

(c) No Set-off. All payments made by either Party shall be free and clear of, and without any deduction for or on account of, any set-off, counterclaim, or other liability to the billing Party, except to the extent required by Law.

ARTICLE V
DELIVERY OF ENERGY AND ENVIRONMENTAL ATTRIBUTES

5.01 Delivery of Energy.

(a) Characteristics. Energy to be furnished in accordance with Good Utility Practices.

(b) Delivery Point. All Energy sold by Seller to Buyer under this Agreement shall be delivered by Seller to the point of interconnection of the Facility on Seller's side of the transformer that connects the Facility with Buyer's Distribution System, as defined in the Interconnection Agreement (the "Delivery Point"). Energy shall be delivered by Seller to the Delivery Point free and clear of all liens, claims and encumbrances.

(c) Title and Risk of Loss. Title to Energy, and risk of loss with respect thereto, shall pass from Seller to Buyer at the Delivery Point.

5.02 Transfer and Delivery of Environmental Attributes.

(a) Environmental Attributes. Following the Commercial Operation Date and continuing throughout the Contract Term, and for any Test Energy purchased by Buyer prior to the Commercial Operation Date, as between Buyer and Seller, Buyer shall own or be entitled to claim all Environmental Attributes associated with the Energy produced by the Facility to the extent such Environmental Attributes may exist during the Contract Term, including all rights and authority for Buyer to register, hold, manage and retire such Environmental Attributes in Buyer's own name and to Buyer's account, including any rights associated with any renewable energy information or tracking system that may be established with regard to monitoring, tracking certifying, or trading such Environmental Attributes.

(b) Receipt of Environmental Attributes. Buyer shall be responsible for all arrangements and other actions required to make Buyer ready to receive the Environmental Attributes into its account at the Place of Delivery (or, in the case of any Environmental Attributes that, by their nature, do not have a place of delivery, to be capable of receiving within the applicable Environmental Attribute program(s) and associated monitoring, tracking, certification and/or trading system(s)).

(c) Clear Title. Seller represents and warrants that, at the time of sale to Buyer of all Environmental Attributes as provided herein, (i) such Environmental Attributes shall not have been sold to any other Person or used to meet compliance requirements of any other regulatory or voluntary renewable energy program or standard, including any greenhouse gas reduction requirements; and (ii) Buyer shall possess all right, title to and interest in such Environmental Attributes, free and clear of any liens or other encumbrances created by or through Seller.

(d) Risk of Loss. Risk of loss of any Environmental Attributes shall transfer from Seller to Buyer at the time the same are generated by the Facility.

(e) Attestation of Environmental Attributes. Seller shall present to Buyer a form set forth in Exhibit 3 with each invoice attesting to the amount of Energy produced by the Facility and delivered to Buyer and that Seller has not transferred to any other person the Environmental Attributes associated with such Energy.

5.03 Communications and Data Logging Systems.

Seller shall provide Buyer and the Municipal Energy Agency of Nebraska with access to the Facility, upon reasonable advance notice and during normal business hours, as may be necessary and appropriate to enable Buyer to install and maintain Buyer's remote terminal in a manner consistent with Good Utility Practice, provided that such access shall not unreasonably interfere with Seller's normal business operations. While at the Facility, Buyer shall observe such safety precautions as may be reasonably required by Seller and communicated to Buyer in writing.

5.04 Delivery Metering.

(a) Energy delivered by Seller to Buyer shall be measured by a meter located at the Delivery Point (the "Delivery Meter"), and shall have the metering instrument transformer, which measures the output of the Facility, on the side of the step-up transformer for the Facility set forth in Exhibit 1.

(b) Seller shall purchase and install the Delivery Meter, in accordance with Seller's standards and specifications for such metering, in effect on the effective date of the Interconnection Agreement, and shall operate and maintain the Delivery Meter at no cost to Buyer. The Delivery Meter shall be used for measuring the amount of Energy delivered to the Delivery Point under this Agreement.

(c) Buyer shall provide Seller full, real-time read access to Delivery Meter data. Seller shall use such data to bill Buyer for Energy.

5.05 Testing.

(a) The accuracy of the Delivery Meter shall be tested and verified, at Seller's expense, prior to the Commercial Operation Date by Buyer.

(b) Buyer, at its expense, shall conduct a Delivery Meter test once every two (2) years following the Commercial Operation Date. If such test establishes that the Delivery Meter is not accurate, the Delivery Meter shall be appropriately adjusted or repaired at Buyer's expense. Seller may request additional Delivery Meter tests at any time. With respect to any such additional Delivery Meter test, if the Delivery Meter when tested is found to be inaccurate by at least two percent (2%), Buyer shall pay for any such additional Delivery Meter test. If the Delivery Meter is accurate to within two percent (2%), then Seller shall pay for such additional Delivery Meter test. In either case, the Delivery Meter shall be appropriately adjusted or repaired at Buyer's expense to correct the accuracy.

5.06 Corrections.

If the Delivery Meter is found at any time to be inaccurate by more than two percent (2%), retroactive billing adjustments for such errors shall be made for (i) the actual period during which inaccurate measurements were made, if that period can be reasonably determined, or (ii) if the period during which inaccurate measurements were made cannot be reasonably determined, one-half of the period from the date of the last previous test of the Delivery Meter, but not to exceed six (6) months. If the difference of the payments actually made by Buyer minus the adjusted payment is a positive number, Seller shall pay the difference to Buyer; if the difference is a negative number, Buyer shall pay the difference to Seller. In either case, the Party paying such difference shall also pay interest at the Prime Rate from the date the original bill was due through the date of payment and such payment (including such interest) shall be made within thirty (30) days after receipt of a corrected billing statement.

5.07 Meter Maintenance.

Each Party shall have the right to have a representative present whenever the other Party reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts the Delivery Meter. Each Party shall give timely notice to the other Party in advance of taking any such actions. A Party's failure to have a representative present whenever the other Party reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts the Delivery Meter shall not affect the validity of such action, provided that the notice required under the preceding sentence has been given.

5.08 Interconnection Agreement.

The provisions of Sections through are subject to the applicable requirements of the Interconnection Agreement and any Governmental Authority with jurisdiction over the Delivery Meter. If any of the provisions of Sections through are inconsistent with such requirements, such requirements shall take precedence.

5.09 Start-Up Procedures.

(a) Expected Commercial Operation Date. Throughout construction, start-up, and testing, Seller shall keep Buyer informed of any changes to the expected Commercial Operation Date for the Facility.

(b) Start-Up. Not less than one (1) month prior to the projected Commissioning of the first Module at the Facility, Seller shall provide to Buyer a projected schedule for the start-up and testing of the Facility.

(c) Notice of Commercial Operation Date. As soon as practicable after completion of start-up and successful testing of the Facility (in compliance with the Interconnection Agreement and any applicable Law or Authorization, and any applicable requirement of any Governmental Authority), and provided that the Rated Capacity is at least ninety percent (90%) of the Committed Capacity, Seller shall provide Buyer a notice specifying when the Commercial Operation Date occurred.

5.10 Interconnection

(a) Seller shall enter into an Interconnection Agreement with Interconnection Provider providing for the interconnection of the Facility with the Distribution System. Buyer shall be responsible for all costs associated with the interconnection of the Facility with the Distribution System, including all related capital costs and Subtransmission System upgrade costs, as well as ongoing maintenance costs. Seller shall be responsible for all costs associated with system impact studies, facilities studies and upgrades required on any third-party transmission system in order to accommodate the interconnection of the Facility.

(b) Buyer shall be responsible for arranging for the transmission of Energy at and beyond the Delivery Point, scheduling of such transmission and any ancillary services required for such transmission, and all fees associated with such transmission and ancillary services, including congestion losses, scheduling services, balancing excluding generator imbalance, cash out of imbalances excluding generator imbalance, and any other charges resulting from the scheduling of an intermittent resource. Seller shall be responsible for any generator imbalance charges.

ARTICLE VI
RIGHTS AND OBLIGATIONS

6.01 Rights and Obligations of Seller.

(a) Design, Construction and Operation. Seller, at its sole cost, shall design, construct, operate and maintain the Facility and shall be responsible for all costs of decommissioning. Seller warrants that it will maintain and operate the Facility in accordance with this Agreement, Good Utility Practice, applicable Open Access Transmission Tariffs and associated transmission provider business practices and protocols, applicable reliability standards, regional criteria, and regulations, Federal Aviation Administration requirements, and the Law and shall not increase or decrease the Nameplate Capacity without the prior written consent of Buyer as evidenced by written agreement signed by authorized representatives of both Parties.

(b) Solar Incentives. Seller shall be the owner of all Solar Incentives, and is entitled to the benefit of any ITCs and other tax deductions, credits and incentives related to the Facility, and Buyer's purchase of Energy does not include Solar Incentives or the right to Tax Benefits or any other attributes of ownership and operation of the Facility, all of which shall be retained by Seller. If any Solar Incentives are paid directly to Buyer, Buyer shall immediately pay such amounts over to Seller.

(c) Notice of Change in Delivery. Seller shall use its commercially reasonable efforts to give advance notice to Buyer in the event of either an interruption in the delivery of Energy or a significant variation in the quantity of Energy delivered (other than interruptions or variations due to changes in levels of Insolation), whether or not caused by Force Majeure.

(d) Access to Facility. Seller shall allow properly accredited representatives of Buyer and the Municipal Energy Agency of Nebraska to have access to the Facility, upon

advance notice and during normal business hours, to observe construction, operation and maintenance of the Facility, and to make inspections and obtain information required in connection with this Agreement. While at the Facility, such representatives shall observe such safety precautions as may be required by Seller and communicated to Buyer and shall conduct themselves in a manner that will not interfere with the construction, ownership or leasing, operation or maintenance of the Facility.

(e) Designated Representative. Seller shall designate one or more representatives (each a “Designated Representative”) to maintain communications with Buyer’s Designated Representative(s), and to facilitate coordination between Buyer and Seller during the Contract Term.

(f) Information and Data. Seller shall supply any information or data required by Buyer to comply with the requirements of any applicable Law or Authorization, or the requirements of any Governmental Authority and any other information or data related to the operation or maintenance of the Facility reasonably requested by Buyer in order to verify amounts due hereunder and verify compliance with the terms and conditions of this Agreement; provided, however, that Seller shall not be required to incur any expense pursuant to this provision unless Buyer agrees to reimburse Seller for such expense.

(g) Progress Reports. Beginning on the last day of the first month following the Effective Date, and on the last day of each month thereafter until the Commercial Operation Date, Seller shall provide Buyer with a reasonably detailed written report on the progress of the development of the Facility during the preceding month. Seller shall be available to meet with Buyer at Seller’s offices or by telephone call as is reasonably requested by Buyer, to provide additional information or clarification of the written report on the progress of the development of the Facility.

6.02 Rights and Obligations of Buyer.

(a) Designated Representative. Buyer shall designate one or more representatives (each a “Designated Representative”) to maintain communications with Seller’s Designated Representative(s), and to facilitate coordination between Buyer and Seller during the Contract Term.

(b) Solar Incentives. Buyer shall take all actions reasonably necessary to enable Seller to receive the full benefits of any Solar Incentives during the Contract Term; provided, however, that Buyer shall not be required to incur any expense pursuant to this provision unless Seller agrees to reimburse Buyer for such expense.

6.03 Information and Data. Buyer shall supply any information or data required by Seller to comply with the requirements of any applicable Law or Authorization, or the requirements of any Governmental Authority, provided, however, that Buyer shall not be required to incur any expense pursuant to this provision unless Seller agrees to reimburse Buyer for such expense. Buyer shall provide Seller with any other information or data reasonably requested by Seller in order to verify amounts due hereunder and verify compliance with the terms and conditions of this Agreement.

6.04 Guaranteed Energy Production.

(a) In each consecutive twelve (12) month period, beginning on the anniversary of the first day of the month following the month in which the Commercial Operation Date occurs (each, a "Measurement Period"), if the Guaranteed Energy Production for such Measurement Period exceeds the sum of the actual Energy production, the amount of such excess shall be the "Energy Shortfall" for such Measurement Period. If the final Measurement Period is less than twelve (12) full months, the Guaranteed Energy Production for such last Measurement Period shall be prorated based on the number of days in such last Measurement Period, with appropriate adjustments for monthly variations in the level of Insolation at the Facility Site.

(b) If there is an Energy Shortfall for any Measurement Period, then within thirty (30) days following the delivery of Buyer's invoice as set forth in Section, Seller shall (i) pay to Buyer an amount equal to the product of (A) the Energy Shortfall, in MWh multiplied by (B) Buyer's Cost to Cover and (ii) deliver to Buyer all replacement Environmental Attributes.

(c) No later than thirty (30) days after the end of each Measurement Period, Seller shall deliver to Buyer a computation, in reasonable detail, of the sum of the actual Energy production for such Measurement Period. Within thirty (30) days after receipt of Seller's computation, Buyer shall deliver to Seller an invoice showing in reasonable detail Buyer's computation of any amount due Buyer for liquidated damages pursuant to Section based on Seller's computation of the Energy Shortfall, which calculation shall include the amount of Environmental Attributes associated with the Energy Shortfall. Seller, at its sole cost, must deliver to Buyer within thirty (30) days replacement Environmental Attributes having the same attributes as the Environmental Attributes generated by the Facility. Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. Any objections Seller may have regarding any disputed portion of an invoice shall be raised by Seller within twelve (12) months after receiving the invoice. All Disputes regarding such invoices shall be subject to Section 10.04. Objections not made by Seller within the twelve (12) month period shall be deemed waived.

(d) Each Party agrees and acknowledges that: (i) the damages that Buyer would incur in the event of an Energy Shortfall during any Measurement Period would be difficult or impossible to predict with certainty, and (ii) the liquidated damages contemplated by this Section are a fair and reasonable calculation of such damages.

ARTICLE VII
SALE, TRANSFER OR ASSIGNMENT

7.01 Generally.

(a) Except as provided in Section or Section 7.03, neither Party may assign this Agreement without the express written consent of the other Party.

(b) Notwithstanding Section, (i) either Party may assign this Agreement to an Affiliate without the consent of the other Party, provided, however, that the assigning Party shall

remain liable for all of its obligations under this Agreement unless and until the consent of the other Party is secured in accordance with Paragraph (a); (ii) Seller may assign this Agreement to any purchaser or transferee of all or a substantial portion of its assets without the consent of the other Party, provided that (A) the credit quality of the assignee is equal to or better than the credit quality of Seller as of the Effective Date; (B) the assignee has at least two (2) years' experience operating facilities similar to the Facility or has contracted with an operations and maintenance provider having such experience; and (C) the assignee expressly assumes and agrees to perform each and every obligation of Seller under this Agreement; and (iii) Buyer may assign this Agreement to any purchaser or transferee of all or substantially all of its assets without the consent of Seller, provided that (X) the assignee expressly assumes and agrees to perform each and every obligation of Buyer under this Agreement, and (Y) the assignee has at least an Investment Grade Credit Rating, or the obligations of the assignee are guaranteed by a guarantor that has at least an Investment Grade Credit Rating, pursuant to a guarantee agreement that is acceptable in form and substance to Seller.

7.02 Finance Assignments. Either Party may collaterally assign this Agreement to any Lender or any Lender's agent, without the consent of the other Party, in connection with the financing of the construction and operation of the Facility, including the assignment of a security interest in this Agreement to the United States Rural Utility Service ("RUS"), regardless of whether such financing is provided by such Lender directly or indirectly through one or more intermediaries (each such assignee being referred to herein as a "Collateral Agent"); provided, however, that no such assignment shall be effective for purposes of this Section until the assigning Party shall have notified the other Party of such assignment, which notice shall include the name and address of the Collateral Agent. After any assignment to the Administrator of RUS, the Administrator may, without the consent of the other Party, assign its interest in the Agreement to a third party. So long as any assignment of which the other Party has been notified, or any consolidation, modification or extension of any such assignment, shall remain outstanding, the following provisions shall apply:

(a) The assigning Party shall, upon serving upon the other Party any notice pursuant to this Agreement, also serve a copy of such notice upon each Collateral Agent at the address provided for in the notice referred to above. No notice issued by the assigning Party pursuant to this Agreement shall be deemed to have been duly given unless and until a copy thereof shall have been so served.

(b) A Party providing notice of any Event of Default by the other Party shall provide such notice to such Collateral Agent, and the notifying Party will accept a cure to an Event of Default of the other Party performed by such Collateral Agent, so long as the cure is accomplished within the time allowed in the Consent and Acknowledgement attached as Exhibit 5.

(c) The making of an assignment pursuant to this Section in and of itself shall not be deemed to constitute an assignment or transfer of this Agreement, nor shall any Collateral Agent, as such, be deemed to be an assignee or transferee of this Agreement so as to require such Collateral Agent, as such, to assume the performance of any of the terms or conditions on the part of the assigning Party to be performed hereunder.

(d) Upon request from the other Party, a Party will enter into a Consent and Acknowledgement with any Lender, in the form attached as Exhibit 5.

7.03 Buyer may assign this Agreement to the Municipal Energy Agency of Nebraska without consent of Seller provided that the Municipal Energy Agency of Nebraska expressly assumes and agrees to perform each and every obligation of Buyer under this Agreement.

ARTICLE VIII **FORCE MAJEURE**

8.01 Force Majeure Defined. The term “Force Majeure” as used herein, shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), pandemics, blockages, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment of facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts or failure to act on the part of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. Force Majeure does not include the inability of a Party to obtain financing, property, equipment or materials necessary to construct the Facility (except to the extent that the inability to obtain property, equipment or materials is itself due to Force Majeure as defined herein, suffered by Seller’s supplier), financial hardship or general economic or financial conditions.

8.02 Effect of Force Majeure. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement or its performance is delayed because of Force Majeure, that Party shall be excused from whatever performance it is unable to perform or delayed in performing due to the Force Majeure to the extent so affected, provided that:

(a) The Party affected by such Force Majeure, as soon as reasonably practical after the commencement of such affect, gives the other Party prompt oral notice, followed by a written notice within forty-eight (48) hours after such oral notice, fully describing the particulars of the occurrence; provided that failure to provide notice in accordance with this Clause (a) shall not affect the ability of a Party to claim Force Majeure with respect to any period after such notice is actually provided.

(b) Such event, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such Party;

(c) The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and

(d) The Party whose performance is affected by such Force Majeure uses its commercially reasonable efforts to overcome and remedy its inability to perform as soon as possible.

8.03 Payment Obligations Not Excused. Notwithstanding anything in this Article to the contrary, no payment obligation arising under this Agreement prior to the date of an event of Force Majeure shall be excused by such event of Force Majeure.

8.04 Deadlines Extended. Whenever either Party is required to commence or complete any action within a specified period, such period shall be extended by an amount equal to the duration of any event of Force Majeure occurring or continuing during such period except as otherwise specifically provided in this Agreement; provided, however, that in no event shall a Force Majeure extend the Contract Term.

ARTICLE IX

RISK OF LOSS AND INDEMNIFICATION

9.01 Risk of Loss.

(a) Seller. As between Buyer and Seller, Seller shall be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to any property located on Seller's side of the Delivery Point; and (ii) with respect to any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership or leasing, operation or maintenance of any property of Seller or Seller's Associated Parties on Seller's side of the Delivery Point; provided, however, that Seller shall not be responsible for any loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Buyer or Buyer's Associated Parties.

(b) Buyer. As between Buyer and Seller, Buyer shall be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to any property located on Buyer's side of the Delivery Point, and (ii) with respect to any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership, operation or maintenance of any property of Buyer or Buyer's Associated Parties on Buyer's side of the Delivery Point, provided, however, that Buyer shall not be responsible for any loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Seller or Seller's Associated Parties.

9.02 Indemnification.

(a) By Seller. Seller shall defend, indemnify and hold harmless Buyer and Buyer's Associated Parties against and from any Indemnifiable Cost arising out of any injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of, property belonging to or leased by Buyer, Seller, or others, or arising out of an action or omission of Seller or any of Seller's Associated Parties (each a "Claim"), (i) resulting from or attributable to the negligence or willful misconduct of Seller or any of Seller's Associated Parties, (ii) resulting from or attributable to the breach of any of Seller's representations or warranties contained herein, or (iii) resulting from, arising out of, or in any way connected with the performance of, or failure to perform, Seller's obligations under this Agreement or the construction, ownership or leasing, operation or maintenance of the Facility, including the delivery of Energy to the Delivery Point, excepting, in each case, any Indemnifiable Cost to the extent it is caused by the negligence or willful misconduct of Buyer or Buyer's Associated Parties.

(b) By Buyer. To the extent allowed by Law, Buyer shall defend, indemnify and hold harmless Seller and Seller's Associated Parties against and from any Indemnifiable Cost arising out of any Claim (i) resulting from or attributable to the negligence or willful misconduct of Buyer or any of Buyer's Associated Parties, (ii) resulting from or attributable to the breach of any of Buyer's representations or warranties contained herein, or (iii) resulting from, arising out of, or in any way connected with the performance of, or failure to perform, Buyer's obligations under this Agreement or the construction, ownership, operation or maintenance of any property of Buyer or Buyer's Associated Parties on Buyer's side of the Delivery Point, including the receipt of Energy at the Delivery Point, excepting in each case any Indemnifiable Cost to the extent it is caused by the negligence or willful misconduct of Seller or Seller's Associated Parties. Buyer shall protect, indemnify and hold harmless Seller from any claims of Buyer's creditors to any right, title or interest in the Facility.

(c) By Buyer and Seller. If, due to the joint, concurring, comparative or contributory negligence or willful misconduct of the Parties or their Associated Parties, either Party incurs any indemnifiable Cost arising out of any Claim, such Indemnifiable Cost shall be allocated between Seller and Buyer in proportion to their respective degrees of negligence or willful misconduct contributing to such Claim.

(d) Employees. Neither Party nor such Party's Associated Parties shall be deemed an employee of the other Party. Neither Party shall bring any claim against the other Party or any of such Party's Associated Parties with respect to any liability for compensation under any applicable state or federal Worker's Compensation Act, including Worker's Compensation and/or employer's liability claims of employees. Each Party shall be liable for all claims of the Party's own employees arising out of any provision of any Workers' Compensation Law.

(e) Notice and Participation.

(i) If any Party entitled to indemnification hereunder (the "Indemnified Party") intends to seek indemnification under this Article from the other Party (the "Indemnifying Party") with respect to any Claim, the Indemnified Party shall give the Indemnifying Party notice of such Claim. The Indemnifying Party shall have no liability under this Article for any Claim for which such notice is not provided, but only to the extent that the failure to give such notice materially impairs the ability of the Indemnifying Party to respond to or to defend the Claim.

(ii) The Indemnifying Party shall have the right to assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such proceeding include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel, at the Indemnifying Party's expense, to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of such Indemnified Party,

and the Indemnifying Party shall be responsible for the reasonable fees and expenses of such separate counsel.

(iii) Should any Indemnified Party be entitled to indemnification under this Section as a result of a Claim by a third party and should the Indemnifying Party fail to assume the defense of such Claim within a reasonable period of time, the Indemnified Party may, at the expense of the Indemnifying Party, contest (or, with or without the prior consent of the Indemnifying Party), settle such Claim.

(iv) Except to the extent expressly provided herein, no Indemnified Party shall settle any Claim with respect to which it has sought or is entitled to seek indemnification pursuant to this Section unless (i) it has obtained the prior written consent of the Indemnifying Party, or (ii) the Indemnifying Party has failed to provide, within a reasonable period of time, security, in a form reasonably satisfactory to the Indemnified Party, securing the payment of any Indemnifiable Cost, up to the amount of the proposed settlement.

(v) Except to the extent expressly provided otherwise herein, no Indemnifying Party shall settle any Claim with respect to which it may be liable to provide indemnification pursuant to this Section without the prior written consent of the Indemnified Party, provided, however, that if the Indemnifying Party has reached a bona fide settlement agreement with the plaintiff(s) in any such proceeding, which settlement includes a full release of the Indemnified Party for any and all liability with respect to such Claim, and the Indemnified Party does not consent to such settlement agreement, then the dollar amount specified in the settlement agreement, plus the Indemnified Party's reasonable out-of-pocket legal fees and other costs related to the defense of the Claim paid or incurred prior to the date of such settlement agreement, shall act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party with respect to the Claim, or portion thereof, that is the subject of such settlement agreement.

(f) Net Amount. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Indemnifiable Cost, net of any insurance or other recovery actually received by the Indemnified Party.

(g) Assertion of Claims. No Claim of any kind shall be asserted against either Party or such Party's Associated Parties, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, unless it is filed in a court of competent jurisdiction, or a demand for arbitration is made, within the applicable statute of limitations period for such Claim.

(h) No Release of Insurers. The provisions of this Article shall not be deemed or construed to release any insurer from its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

(i) Survival of Obligation. The duty to indemnify under this Article shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any Indemnifiable Cost arising out of an event or condition which occurred or existed prior to such expiration or termination.

9.03 Limitation of Liability. For breach of any provision of this Agreement for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. Unless expressly herein provided, neither Party shall be liable for consequential, incidental, punitive exemplary or indirect damages, by statute, in tort or contract or otherwise (except to the extent that an Indemnifying Party is obligated under Section 9.02 to indemnify against third party claims for consequential, incidental, punitive, exemplary or indirect damages or lost profits or business interruption damages). The limitations herein imposed on remedies and the measure of damages is without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

10.01 Events of Default by Buyer. The following shall each constitute an Event of Default by Buyer:

(a) Buyer breaches or fails to observe or perform any of Buyer's material obligations under this Agreement, unless within thirty (30) days after written notice from Seller specifying the nature of such breach or failure, Buyer either cures such breach or failure or, if such cure cannot reasonably be effected by the payment of money and cannot be completed within thirty (30) days, commences such cure within thirty (30) days and thereafter diligently pursues such cure.

(b) Buyer fails to make any undisputed payment due under the Agreement within ten (10) days after such payment is due and fails to cure such failure within twenty (20) days after written notice from Seller.

(c) Buyer carries out any Buyer transactions prohibited by Article VII without the written approval of Seller.

(d) Buyer commences a proceeding or case in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of Buyer, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like, of Buyer or of all or any substantial part of its assets, or (iii) similar relief in respect of Buyer under any Bankruptcy Law.

(e) A proceeding or case is commenced, without the application or consent of Buyer, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of Buyer, (ii) the appointment of

a trustee, receiver, custodian, liquidator or the like, of Buyer or of all or any substantial part of its assets, or (iii) similar relief in respect of Buyer under any Bankruptcy Law, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment or decree.

(f) The Interconnection Provider shall default in the performance of any material obligation under the Interconnection Agreement and such default shall continue beyond any applicable cure period, unless, within thirty (30) days after the expiration of such cure period, Seller is able to enter into a replacement interconnection agreement sufficient to permit delivery of Energy to Buyer.

10.02 Events of Default by Seller. The following shall each constitute an Event of Default by the Seller:

(a) Seller breaches or fails to observe or perform any of Seller's material obligations under this Agreement, unless within thirty (30) days after written notice from Buyer specifying the nature of such breach or failure, Seller either cures such breach or failure or, if such cure cannot reasonably be effected by the payment of money and cannot be completed within thirty (30) days, commences such cure within thirty (30) days and thereafter diligently pursues such cure.

(b) Seller is dissolved, or Seller's existence is terminated or its business is discontinued, unless this Agreement is assigned to a successor pursuant to Article VII, or unless a majority of the owners of Seller elect to continue the business of Seller under a successor company, and such company notifies Buyer of its intention to assume Seller's obligations under this Agreement within thirty (30) days after such dissolution, termination or discontinuation.

(c) Seller fails to make any undisputed payment due under the Agreement within ten (10) days after such payment is due and fails to cure such failure within twenty (20) days after written notice from Buyer.

(d) Seller carries out any of the Seller transactions prohibited by Article VII without the written approval of Buyer.

(e) Seller fails to comply with the provisions of and perform in accordance with the Interconnection Agreement such that Seller is in Breach or Default (each as defined therein) of the Interconnection Agreement and such Breach or Default is not cured within any applicable cure periods.

10.03 Remedies. If an Event of Default with respect to a Party (the "Defaulting Party") shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have, in addition to all rights and remedies available at law and equity, the right (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts then owing between the Parties and terminate this Agreement, (ii) withhold any payments due to the Defaulting Party under this Agreement, and (iii) suspend performance. If Buyer is the Defaulting Party, Seller may collect the sum of amounts that would have been due

to Seller had Seller delivered Energy at the Energy Price to Buyer in the amounts in Exhibit 2 through the end of the Contract Term. If Seller is the Defaulting Party, Buyer's remedy for Seller's failure to deliver Energy is Buyer's actual damages resulting from procuring a replacement Energy supply.

10.04 Dispute Resolution.

(a) General Provision. Every dispute of any kind or nature between the Parties arising out of or in connection with this Agreement (each a "Dispute") shall be resolved in accordance with this Section, to the extent permitted by Law.

(b) Referral to Senior Management.

(i) Upon the occurrence of a Dispute, either Party may deliver a notice to the other Party requesting that the Dispute be referred to the senior management of the Parties. Any such notice shall include the names of the senior management of the Party nominated to attempt to resolve the Dispute, and a schedule of their availability during the thirty (30) day period following the date of the notice. Any such notice shall be delivered within a reasonable time after the Dispute arises, but in no event shall it be delivered less than thirty (30) days before the institution of legal or equitable proceedings based on such Dispute would be barred by any applicable statute of limitations.

(ii) Within seven (7) Business Days after receipt of a notice pursuant to Paragraph (i), the other Party shall provide a notice to the requesting Party indicating the names of the senior management of the Party nominated to attempt to resolve the Dispute, and a schedule of their availability during the remainder of the thirty (30) day period following the date of the notice.

(iii) During the remainder of the thirty (30) day period following delivery of the notice, the nominated members of the senior management of the Parties shall meet as frequently as possible and shall attempt in good faith to resolve the Dispute. Unless the Parties agree otherwise in writing prior to the commencement of such thirty (30) day period, neither Party shall be entitled to invoke or rely on any admissions, settlement offers or other statements made during the course of such discussions in any subsequent arbitration or legal proceedings.

(c) Litigation. Any Dispute that has not been resolved exclusively within thirty (30) days after the delivery of a notice in accordance with Section 10.04(b)(iii) shall be resolved by litigation in the Federal District Court for the State in which the Facility is located.

(d) Continued Performance. During the conduct of Dispute resolution procedures pursuant to this Section, except during any litigation, (i) the Parties shall continue to perform their respective obligations under this Agreement, and (ii) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute; provided, however, that nothing in this Section shall be construed to prevent Seller from suspending performance if Buyer has not paid undisputed amounts due and owing to Seller under this Agreement.

10.05 Effect of Termination. No early termination of this Agreement under Section 10.03 following an Event of Default shall relieve the Defaulting Party of its liability and obligations hereunder, and the Non-Defaulting Party may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligations under this Agreement, and the rights given hereunder shall be in addition to all other remedies available to the Parties, either, at law, in equity, or otherwise, for the breach of this Agreement, provided, however, that any damages for the termination of this Agreement shall be as provided in Section .

ARTICLE XI **INSURANCE**

11.01 Coverage and Amounts. Seller, and all contractors and subcontractors performing any services in connection with the construction, operation or maintenance of the Facility, shall obtain and maintain in force comprehensive general liability insurance, public liability coverage and property insurance for injury to persons and property, automobile liability insurance and workman's compensation insurance, all in amounts and under terms which are generally carried by owners, operators or maintainers of projects similar to the Facility. If any insured Party reasonably determines that any such policy of insurance is no longer available at commercially reasonable rates, such insured Party shall not be obligated to continue to carry such insurance and shall use its commercially reasonable efforts to obtain substitute insurance which is as nearly identical as possible to the policy of insurance which it is intended to replace. Seller shall notify Buyer of any such substitution at least fifteen (15) days before it takes effect.

11.02 The insurance policies other than the workman's compensation policy shall name Buyer as an additional insured. Before commencing any deliveries under this Agreement, Seller shall deliver to Buyer, and require its contractors, subcontractors and agents to deliver to Buyer, in accordance with this Article 11, an insurance certificate evidencing the required coverage, limits and additional insured provisions as required by this Agreement. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against Buyer, insurance coverage shall be primary and non-contributory, and provide 15 days advance written notice to Buyer prior to anniversary date of cancellation or any material change in coverage or condition. A copy of the cancellation clause endorsement as noted above shall be attached to the insurance certificate.

ARTICLE XII **MISCELLANEOUS**

12.01 Applicable Law. This Agreement is executed in accordance with and is intended to be construed and governed under the Laws of the State of Nebraska, excluding any Law related to conflict or choice of Law which would result in the application of any Law to this Agreement other than the Laws of the State of Nebraska. Venue for any disputes regarding this Agreement shall lie in the District Court for Douglas County, Nebraska or in the Federal District Court for the District of Nebraska, as appropriate under applicable Law.

12.02 Notice and Service. Any notice, request, consent, approval, confirmation, communication, or statement which is required or permitted under this Agreement, shall be in

writing, except as otherwise provided, and shall be given or delivered by personal service, Federal Express or comparable overnight delivery service, addressed to the Party to be notified at the address(es) set forth in Exhibit 4. Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address(es) by either Party shall be made in writing no later than ten (10) Business Days prior to the effective date of such change.

12.03 Amendment. No amendment or modification of the terms of this Agreement shall be binding on either Buyer or Seller unless such amendment is reduced to writing and signed by both Parties.

12.04 Expenses. Except as specifically set forth in this Agreement, Buyer shall be responsible for Buyer's expenses related to the performance of its obligations under this Agreement, and Seller shall be responsible for Seller's expenses related to the performance of its obligations under this Agreement.

12.05 Taxes and Other Charges.

(a) Seller's Taxes. Seller shall be solely responsible for any Tax relating to the ownership or leasing, operation or maintenance of the Facility or its components or appurtenances, provided, Seller shall not be responsible for any sales, excise, gross receipts or other Tax, not measured by Seller's net income, imposed with respect to the sale or the purchase of Energy hereunder;

(b) Buyer's Taxes. Buyer shall be solely responsible for any Tax imposed with respect to the sale or the purchase of Energy. Seller shall be solely responsible for any Tax imposed with respect to the Facility or the Energy produced thereby which is not the responsibility of Seller under Section .

12.06 Maintenance of Records. Both Seller and Buyer shall keep a record of all invoices, receipts, charts, computer printouts, punchcards or magnetic tapes related to the volume or price of sales of Energy made under this Agreement. Such records shall be made available for inspection by either Party from time to time upon reasonable notice at the principal place of business of the non-requesting Party during regular business hours. All such materials, excluding Energy Price, volume and information required to be disclosed by Law, shall be deemed to be proprietary information, and shall be kept on record for a minimum of two (2) years from the date of their preparation.

12.07 No Partnership. Notwithstanding any provision of this Agreement, Seller and Buyer do not intend to create hereby any lease, joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.08 No Duty to Third Parties. Except as provided in Article VII, this Agreement is for the sole benefit of the Parties hereto, and nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a party to this Agreement. Except as specifically provided herein, no Person shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder, or both,

except Buyer and Seller. Except as provided in Article VII, the Parties specifically disclaim any intent to create any rights in any Person as a third-party beneficiary to this Agreement or the services to be provided hereunder, or both.

12.09 Dedication. No undertaking by one Party to the other under this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public or affect the status of Seller as an independent entity and not a public utility or public service company.

12.10 Information. Each Party shall make available to the other such other information relative to the Facility as may be reasonably required to carry out the terms of this Agreement.

12.11 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.12 Severability. If any provision of this Agreement shall be determined to be unenforceable, void or otherwise contrary to Law, or if any of the provisions, or portions or applications thereof, of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, such condition shall in no manner operate to render any other provision of this Agreement unenforceable, invalid, void or contrary to Law, and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof; provided, however, that Seller and Buyer shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is unenforceable, invalid, void, or contrary to Law with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be unenforceable, invalid, void, or contrary to Law.

12.13 Intentionally omitted.

12.14 Successors and Assigns. Except to the extent otherwise indicated herein, all the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and permitted assigns.

12.15 Integration. There are no understandings between the Parties as to the subject matter of this Agreement other than as set forth herein, and this Agreement represents the entire understanding between the Parties in relation to the subject matter hereof. This Agreement supersedes any and all previous agreements, arrangements or discussions between the Parties (whether written or oral) in respect of the subject matter hereof, all of which are hereby abrogated and withdrawn.

12.16 Survival. The applicable provisions of this Agreement shall continue in effect after the expiration of the Contract Term, to the extent necessary to provide for final billing and adjustment, and to make other appropriate settlements hereunder.

12.17 Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

12.18 Confidentiality.

(a) Use of Confidential Information

During the course of this Agreement, the Parties may disclose to each other certain Confidential Information, by either oral or written communications. These disclosures have been or will be made upon the basis of the confidential relationship between the Parties, and unless specifically authorized in writing by the other, the receiving Party will:

(i) Use such Confidential Information of the disclosing Party solely for purposes contemplated by this Agreement; and

(ii) Promptly return to each other, upon request, any and all tangible material concerning such Confidential Information of the disclosing Party, including all copies and notes, or destroy the same and provide the other Party with a written statement that such destruction has occurred; provided that a Party may retain a copy with its general counsel to show compliance with this Section.

(b) Nondisclosure

(i) Each Party agrees that it will use reasonable care to prevent unauthorized disclosure of Confidential Information of the other Party. Neither Party will make any copies of Confidential Information of the other Party that is in written or other tangible form except for use by authorized Persons with a need to know in connection with this Agreement (including contractors, subcontractors, and wholesale power suppliers), and all Persons having access to Confidential Information of the other Party shall agree to comply with the terms of this Agreement.

(ii) Each Party agrees not to distribute, disclose or disseminate Confidential Information of the other Party in any way to anyone, except Persons who have such need to know (including contractors, subcontractors and wholesale power suppliers), or use Confidential Information for its own purpose. Each Party agrees that its disclosure of Confidential Information of the other Party to a Person who has a need to know shall be limited to only so much of the Confidential Information as is necessary for that Person to perform his/her function in connection with the Confidential Information.

(c) Exceptions

The obligations imposed in this Section 12.18 shall not apply to Confidential Information:

(i) Which becomes available to the public through no wrongful act of the receiving Party;

(ii) Which may be published or otherwise made available to the public prior to the date hereof;

(iii) Which is received from a third party without restriction known to the receiving Party and without breach of this Agreement;

(iv) Which is independently developed by the receiving Party;

(v) Which is disclosed to an elected official or a director, officer or legal counsel of the disclosing Party, or to its outside accountants, auditors, rating agencies, financial advisors, legal counsel, lenders or prospective lenders, investors or prospective investors, underwriters, or the counsel of any thereof;

(vi) Which is disclosed pursuant to a confidentiality agreement to which Seller is a party; or

(vii) Which must be disclosed pursuant to any applicable Law, regulation, tariff, protocol or transmission provider business practice; provided, however, that if Buyer determines that some or all of the requested Confidential Information is subject to disclosure under applicable law, Buyer shall provide prompt written notice to Seller prior to Buyer's disclosure so that Seller, at its sole expense, shall have the opportunity to object to such disclosure in writing and seek an injunction, or otherwise obtain a determination by a judicial officer, arbitrator, or administrative law judge that the requested Confidential Information is exempt from disclosure. Buyer shall not disclose such Confidential Information that Seller promptly objects to in writing, until the later of (A) Seller getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on of the status of the data as exempt from disclosure or (B) the last day that Buyer must make such disclosure to avoid being at risk of a successful claim from the requester that Buyer is in violation of applicable law. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that Buyer is subject to and required to comply with the requirements of the Open Meetings Act (Neb. Rev. Stat. §§ 84-1407 et seq.) and Public Records Laws of the State of Nebraska (Neb. Rev. Stat. §§ 84-712 et seq.) (collectively referred to herein as the "Act") and that Buyer shall not be deemed to breach or otherwise be in violation of the terms and conditions of this Agreement as a result of actions taken in compliance with the Act.

(d) Equitable Relief.

The Parties acknowledge and agree that there can be no adequate remedy at law to compensate the Parties for a breach of this Section 12.18, and therefore, that upon any such breach or threat thereof, either Party shall be entitled to injunctive relief and other appropriate equitable relief (without the necessity of providing actual damages or the posting of any bond), in addition to whatever remedies may be available at law or in equity.

12.19 Physical Settlement Intended. The Parties acknowledge and agree that the primary intent of this Agreement is for physical settlement of the commodity to be purchased and sold hereunder (i.e., to transfer ownership of the commodity and not to transfer solely its price risk), and that any option or optionality under this Agreement (a) is incidental to the primary purpose for entering into the Agreement and (b) cannot be severed and marketed separately from the Agreement. It is the intent of the Parties that this Agreement is not a "swap,"

as such term is defined in the Commodity Exchange Act and the Commodity Futures Trading Commission regulations and interpretations issued thereunder (the "CFTC rules"), or that this Agreement is generally exempt from requirements of the CFTC rules under CFTC Rule 32.3 (the "Trade Option Exemption") except those rules related to reporting and recordkeeping requirements, as applicable. Accordingly, each Party represents and warrants to the other as follows:

- (a) With respect to the commodity to be purchased and sold hereunder, it is a commercial market participant and a commercial entity as such terms are used in the CFTC rules, and it is a producer, processor, or commercial user of, or a merchant handling the commodity, and it is entering into this Agreement for purposes related to its business as such.
- (b) It is not registered or required to be registered under the CFTC rules as a swap dealer or a major swap participant.
- (c) It has entered into this Agreement in connection with the conduct of its regular business and it has the capacity or ability to regularly make or take delivery of the commodity to be purchased and sold hereunder.
- (d) With respect to the commodity to be purchased and sold hereunder, it intends to make or take physical delivery of the commodity.
- (e) With respect to any embedded volumetric optionality in this Agreement, such optionality is primarily intended, at the time that the parties enter into this Agreement, to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the commodity to be purchased and sold hereunder.
- (f) With respect to any embedded optionality or commodity option in this Agreement, such option is intended to be physically settled, so that, if exercised, the option would result in the sale of the commodity to be purchased or sold hereunder for immediate or deferred shipment or delivery.
- (g) The commodity to be purchased and sold hereunder is a nonfinancial commodity and is also an exempt commodity or an agricultural commodity, as such terms are defined and interpreted in the CFTC rules.

12.20 Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Seller agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant.

12.21 Applicable Law. The Parties understand and agree that this Agreement and the operations hereunder are subject to all applicable laws, ordinances, orders, rules and regulations of any governmental entity, regional transmission organization, or Transmission Authority having or asserting jurisdiction (such as the Federal Energy Regulatory Commission (FERC),

Southwest Power Pool, Midcontinent Independent System Operator, Western Area Power Administration), and the terms and conditions stated herein are subject to modifications resulting from changes in any such laws, ordinances, orders, rules or regulations. In addition, if the third party-owned transmission service provider providing network transmission integration service for Buyer's load has not transferred functional control to a regional transmission organization or independent system operator, the Parties agree to work together in good faith to make necessary or desired changes to the terms and conditions of this Agreement to honor the intent of this Agreement in the event the such transmission service provider joins a regional transmission organization or independent system operator or otherwise transfers functional control to another entity. Notwithstanding the foregoing, no such changes shall affect or modify the Energy Price unless such change is set forth in an amendment to this Agreement and signed by authorized representatives of both Parties.

[The Remainder of This Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused the signatures of their authorized officers and their seals to be affixed as of the day and year first above written.

BUYER:

By: _____

Name: _____

Title: _____

SELLER:

SE MUNICIPAL SOLAR, LLC

By: _____

Name: _____

Title: _____

EXHIBIT 1

Parties, Description of the Facility, Additional Definitions, and Supplemental Information

The Effective Date of this Agreement shall be this ____ day of _____, 20____

The Parties to this Agreement are: _____ (“Buyer”), and SE Municipal Solar, LLC (“Seller”). Buyer is a political subdivision and municipal corporation duly organized and validly existing and in good standing under the Laws of the State of Nebraska. Seller is a limited liability company duly organized and validly existing under the Laws of the State of Nebraska.

The solar energy conversion facility Seller proposes to construct, own, operate and maintain for the purpose of producing electric energy for sale (the “Facility”) is a ____ MW AC solar electric generating facility in _____, Nebraska.

“Committed Capacity” shall mean _____ kW DC. Committed Capacity shall not increase and shall not change more than two percent (2%) down without Buyer’s written agreement.

“Contract Term” shall mean the period commencing on the Effective Date and ending at 12:59:59 p.m. on the date which is twenty-five (25) years from the last day of the year after the year in which the Commercial Operation Date occurs, or such earlier date when this Agreement may be terminated in accordance with the terms hereof.

“Guaranteed Commercial Operation Date” shall mean December 31, 2023; provided, however, that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis, or such longer time as may be necessary under the circumstances, for any delay in achieving the Commercial Operation Date due to an Excused Delay.

"Guaranteed Energy Production" for any Measurement Period shall mean _____ percent (____%) of the Target Energy Production (as defined in Exhibit 2) for such Measurement Period.

“Interconnection Provider” shall mean _____, or any successor pursuant to the terms of the Interconnection Agreement.

“Distribution System” shall mean the electric system facilities which are leased, owned or operated by Buyer and which are rated at a voltage level of _____ volts and above, but less than _____ volts. The Distribution System facilities serving _____, _____, are rated at _____ volts.

The price for Energy and Environmental Attributes the Facility produces that is delivered by Seller to the Delivery Point, and for Lost Production, shall be Thirty-Nine Dollars and Ninety Cents per megawatt hour (\$39.90/MWh) (the “Energy Price”). The Energy Price shall be escalated by one-half of one percent (0.5%) on the first January 1 after the Commercial

Operation Date occurs, and on each anniversary thereof during the Contract Term. The Energy Price shall be payable by Buyer monthly in arrears.

Energy delivered by Seller to Buyer shall be measured by a meter located at the Delivery Point (the "Delivery Meter"), and shall have the metering instrument transformer, which measures the output of the Facility, located on the _____ kilovolt side of the step-up transformer for the Facility.

EXHIBIT 2

Target Energy Production

(The chart below will be updated after the Commercial Operation Date based on the final Committed Capacity of the System as set forth in Exhibit 1, provided that any adjustment that is not a pro rata adjustment shall require the agreement of the Parties.)

<u>Measurement Period</u>	<u>Target Energy Production (MWh per year)</u>
Year 1 & 2	
Year 3 & 4	
Year 5 & 6	
Year 7 & 8	
Year 9 & 10	
Year 11 & 12	
Year 13 & 14	
Year 15 & 16	
Year 17 & 18	
Year 19 & 20	
Year 21 & 22	
Year 23 & 24	
Year 25 & 26	

EXHIBIT 3

Form of Attestation of Energy Production

Pursuant to Section 5.02(e) of the Solar Power Purchase Agreement (the “Agreement”), dated _____, between _____ (“_____”) and _____ (“Seller”), Seller hereby attests and certifies that the below listed solar Energy was produced by the Facility and delivered to the _____ distribution system on or about the date identified and that Seller has not transferred to any person other than _____ any of the Environmental Attributes associated with such Energy. Capitalized terms not herein defined have the meaning ascribed thereto in the Agreement.

Facility name and location: _____
Facility ID#: _____
Energy Source: _____
Capacity (MW): _____
Commercial Operation Date: _____

Solar Generator Identification Number: _____

<u>Dates</u>	<u>MWh generated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Seller further attests, warrants, and represents as follows:

- i) The information provided herein is true and correct; and
- ii) The _____ solar electric generating facility generated and delivered to the _____ distribution system the solar Energy in the amount indicated as undifferentiated Energy.

SE MUNICIPAL SOLAR, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 4

Addresses for Delivery Notices and Billing

Notices:

Any notices or demand under or required by this Agreement shall be in writing and shall be deemed properly given when (i) mailed by United States registered or certified mail, postage prepaid, return requested, addressed as follows:

If to Buyer: _____

Copy to: _____

and _____

If to Seller: _____

Billing and Payments:

Buyer: e-mail per 4.03(b): _____

Wire transfer per 4.04(a)(iv): _____

Seller: _____

EXHIBIT 5

Form of Consent and Acknowledgement

CONSENT AND ACKNOWLEDGMENT

This Consent and Acknowledgment, dated as of _____, 20__ (this “Acknowledgment”), is made by _____, organized and existing under the Laws of the State of _____ (the “Buyer”), for the benefit of _____ (the “Seller”), and _____, as collateral agent (together with its successors and assigns, the “Collateral Agent”) for the financing institutions providing loans and other financial accommodations with respect to the Systems (as defined below).

The Buyer and Seller have entered into the Solar Power Purchase Agreement specified on the attached Annex 1 (the “PPA”) with respect to the photovoltaic solar power system (the “System”) located at the site described in such Annex 1.

The Seller has collaterally assigned or intends to collaterally assign, and has granted or intends to grant a security interest in, the PPA to the Collateral Agent to secure the obligations of the Seller and its affiliates under the financing and participation agreement (and related agreements and instruments) between the financial institutions for which the Collateral Agent acts as agent, pursuant to which agreement (and related agreements and instruments) such financial institutions are providing financial accommodations to the Seller and such affiliates in connection with, inter alia, the System (the “Financing Documents”).

Capitalized terms used but not otherwise defined in this Acknowledgment have the meanings given to them in the PPA.

1. Acknowledgment and Consent.

a) The Buyer acknowledges and consents to the collateral assignment by the Seller to the Collateral Agent of, and grant by the Seller to the Collateral Agent of a security interest in, all of Seller’s right, title and interest in, to and under the PPA for the System as stated in the Financing Documents.

b) The Buyer acknowledges that, during the continuance of an event of default under the Financing Documents (as notified to the Buyer by the Collateral Agent), the Collateral Agent will have the right to foreclose upon or otherwise acquire and succeed to all of the Seller’s right, title and interest in, to and under the PPA, including the right to continue to perform in place of the Seller, the right to require the Buyer to continue to perform under the PPA for the benefit of the Collateral Agent or its successors or assignees (as the new “Seller” under such PPA), to the extent those rights

are contained in the Financing Documents and the right to rely upon all representations, warranties, indemnities and agreements made by the Buyer under the PPA.

c) Until further written notice from the Collateral Agent to the Buyer, the Buyer agrees to pay any and all amounts payable to the Seller under the PPA, including without limitation payments for energy purchased under the PPA, payments of any indemnities, or termination payments that may at any time become payable under or in respect of the PPA, to the Collateral Agent, by remitting such payments to the account specified on the attached Schedule 1.

d) The Buyer accepts that the Collateral Agent is a “Financing Party” as defined in and for the purposes of the PPA.

2. Rights of Collateral Agent. Notwithstanding anything to the contrary in the PPA:

a) The Collateral Agent, as collateral assignee, shall be entitled to exercise, in the place and stead of the Seller, any and all rights and remedies of the Seller under the PPA in accordance with the terms thereof.

b) The Collateral Agent shall have the right, but not the obligation, to pay all sums due under the PPA and to perform any other act, duty or obligation required of the Seller thereunder or cause to be cured any default of the Seller thereunder provided the Collateral Agent does not take possession of the System. The Buyer acknowledges and agrees that the Collateral Agent has not assumed and does not have any obligation or liability under the PPA, and that the exercise by the Collateral Agent of its rights or remedies under the Financing Documents shall not constitute an assumption of Seller’s obligations under the PPA, except to the extent any such obligations are expressly assumed by the Collateral Agent or its designee pursuant to an instrument in writing unless the Collateral Agent takes possession of the System.

c) If the Buyer becomes entitled to terminate the PPA due to an uncured default thereunder by the Seller, the Buyer agrees not to terminate the PPA without first giving written notice of such uncured default to the Collateral Agent and giving the Collateral Agent the same cure period afforded to the Seller under the PPA, plus an additional period of thirty (30) days, to permit the Collateral Agent to cause such default to be cured. The Buyer understands that in order to cure certain defaults by Seller under the PPA the Collateral Agent may need to have possession of the System or related assets, and accordingly the Buyer agrees that if the Collateral Agent diligently seeks such possession, whether by foreclosure proceedings or a court action (such as, for example, seeking the appointment of a receiver of the Seller’s property), the Collateral Agent’s additional 30-day cure period shall be extended for 30 days more to obtain such possession.

d) The Buyer agrees that it will promptly notify the Collateral Agent of any breach or default by Seller under the PPA at the notice address for the Collateral Agent

listed on the attached Schedule 2 (or at such other address for notices as the Collateral Agent may specify in writing to the Buyer).

3. Confirmation. The Buyer confirms the following matters for the benefit of Seller and the Collateral Agent with respect to the System: [Note: If any statement below is not true at time of signing, Buyer will so state in the execution version and indicate the reason a statement is not true at such time.]

a) To the Buyer's knowledge, no Event of Default by the Seller exists under the PPA, and, to the Buyer's knowledge, no breach or default by the Seller has occurred thereunder that would, with the giving of notice or lapse of time, constitute an Event of Default by the Seller.

b) No Event of Default by the Buyer exists under the PPA, and no breach or default by the Buyer has occurred thereunder that would, with the giving of notice or lapse of time, constitute an Event of Default by the Buyer.

c) The PPA is in full force and effect and has not been amended since the date of that agreement, except as specifically stated in the attached Annex 1; and there are no other agreements or representations of any kind between the Buyer and Seller as to the subject matter of the PPA.

d) The Buyer agrees that the Facility has achieved Commercial Operation and that the Commercial Operation Date has occurred.

e) All conditions precedent for the required performance of its obligations under the PPA have either been met or have been waived, and that Buyer has not received any written termination notice from the Seller due to any conditions to Seller's obligations set forth in Section 3.02(b) of the PPA not having been satisfied nor waived.

No termination, amendment, variation, waiver or other supplement of any provision of this Acknowledgement shall be effective unless in writing and signed by the Buyer, the Seller and the Collateral Agent.

The Buyer hereby represents and warrants that it has the full power, authority and legal right to execute, deliver and perform this Acknowledgment.

This Acknowledgment has been duly executed and delivered by each of the Buyer and the Seller, and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Acknowledgment as of the date first above written.

BUYER:

SELLER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ANNEX 1
to Consent and Acknowledgment

Systems

Power Purchase Agreement:

SCHEDULE 1
Account Information

(To be provided by Seller prior to COD)

Bank:

Account Name:

Account #:

ABA #:

SCHEDULE 2
Addresses for Notices

If to Collateral Agent:

If to Seller:

If to the Buyer:

Copy to:

and

**LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

LEASE AND EASEMENT AGREEMENT FOR SOLAR ENERGY SYSTEM

This Lease and Easement Agreement for Solar Energy System (this “**Lease**”) is entered into to be effective as of the date fully executed by all parties hereto (“**Effective Date**”) by and between [REDACTED] (“**Lessor**”) and SE Municipal Solar, LLC, a Nebraska limited liability company (“**Lessee**”). Lessee and Lessor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

BACKGROUND

- A. Lessor is the owner of fee title to that real property located in [REDACTED] County, Nebraska, described and identified in Exhibit “1” attached hereto and incorporated herein by this reference (“**Leased Premises**”).
- B. Lessee desires to lease the Leased Premises for the location and operations of solar energy generation and transmission and related facilities thereon (“**Solar Operations**”) and Lessor desires to lease the Leased Premises to Lessee for that use.
- C. Lessor further desires to grant Lessee, and Lessee desires to accept from Lessor, various easements over, under and across the Leased Premises in relation to the Solar Operations.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Grant of Lease.** Lessor does hereby grant to Lessee, and Lessee does hereby accept, a lease for exclusive use by Lessee of the Leased Premises, on the terms and conditions hereinafter set forth.

2. **Use of Leased Premises by Lessee.**

2.1 **Permitted Uses.** This Lease is for use of the Leased Premises for solar energy collection and conversion, for generation and transmission of electric power and for all related and incidental purposes and activities (collectively, “**Operations**”), in accordance with all of the terms of this Lease, with Lessee deriving all profit therefrom, and including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic electric energy generation, including without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment (“**Solar Energy Facilities**”), (ii) electrical transmission and distribution

facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, cross-arms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x) maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Leased Premises or on adjacent property (all of the foregoing, including the Solar Energy Facilities, collectively the “**Improvements**”);

(c) subject to Section 3.1 and Section 20.2 herein, removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object constructed subsequent to the Effective Date of this Lease, on or that intrudes (or upon maturity could intrude) into the Leased Premises that could obstruct, interfere with or impair the Improvements or the use of the Leased Premises intended by Lessee hereunder; and excavating, grading, leveling and otherwise modifying the land; and undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

2.2 Additional Uses. The Parties acknowledge and agree:

(a) that solar energy technologies are improving at a rapid rate and that it is probable that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Leased Premises, entirely or in part, with newer model or design Solar Energy Facilities, in Lessee’s sole discretion and at Lessee’s sole cost and expense.

(b) Lessor acknowledges and agrees that it is solely responsible for maintaining or transferring certified groundwater irrigated acres, if any are allocated to the Leased Premises by the Natural Resources District with jurisdiction over the Leased Premises, during the Term of this Agreement. Lessee shall cooperate with Lessor's efforts to maintain such acres, or to accomplish such transfer during the Term, including signing and returning any documents reasonably necessary to facilitate such maintenance or transfer. Lessor shall hold Lessee harmless from any failure to maintain or transfer certified groundwater irrigated acres on the Leased Premises, providing Lessee has cooperated as set forth in this paragraph.

2.3 Exclusive Use. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct Operations on, the Leased Premises. Lessor shall not grant any rights in the Leased Premises purporting to permit others to conduct Operations or any activity or use that may interfere with the Lessee's Operations on the Leased Premises in derogation of Lessee’s sole and exclusive rights on the Leased Premises.

2.4 Operations Date. Lessee intends to install Solar Power Facilities on the Leased Premises consisting of such facilities, equipment and related improvements permitted under this Lease. The precise location on the Leased Premises and timing of such installation shall be determined by Lessee. The date of commencement of Operations as measured by the date the Project is interconnected to the electric utility grid at its fully rated capacity and transmits energy to the grid for commercial sale (not including test energy) shall be referred to herein as the “**Operations Date.**”

2.5 Lessor's Access. If Lessee's Operations result in the complete inability of Lessor to access (from any existing public right-of-way or private roadway to which Lessor has legal access) a part of the Leased Premises or land owned by Lessor adjacent to the Leased Premises, Lessee shall, at its sole cost and expense, provide Lessor reasonable access to such land in a timely manner. Lessee and Lessor agree to cooperate with each other in good faith to establish the location of any such replacement access roads, and under no circumstance shall the replacement access roads diminish or interfere with Lessee's rights under this Lease.

3. Grant of Easements. Lessor grants to Lessee, and Lessee accepts from Lessor, for the Term referenced in Section 4, the following easements over and across the Leased Premises in accordance with the terms and conditions of this Lease. The following easements are for the benefit of Lessee and Lessee's agents, contractors, employees and assigns; are located on the Leased Premises; and are collectively referred to as the "**Easements**".

3.1 Sun Non-Obstruction Easement. Lessor grants Lessee an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Leased Premises. Lessor shall not engage in any activity on the Leased Premises or any other neighboring property owned by Lessor that interferes with the sunlight direction over any portion of Leased Premises; cause a decrease in the output or efficiency of any Solar Energy Facilities; or otherwise materially interfere with Lessee's operation of the Project or exercise of any rights granted in this Lease (collectively "**Interference**"). Normal farm operations on neighboring properties that do not obstruct sunlight on a continuous basis shall not constitute Interference. Existing man-made improvements on the Leased Premises or on neighboring or adjoining properties owned by Lessor have been reviewed by Lessee prior to the Effective Date and the Parties agree that such improvements do not constitute Interference. Lessor retains the right to remove and replace any of such improvements if the replacement does not change the obstruction of sunlight caused by the existing improvements.

3.2 Effects Easement. Lessor grants to Lessee an easement over the Leased Premises for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Leased Premises.

3.3 Access Easement. Lessor grants to Lessee an easement for ingress to and egress from the Solar Energy Facilities over, under, and along the Leased Premises by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Leased Premises from time to time, for the benefit of and for purposes incidental to Operations on the Leased Premises and to the Improvements and/or to any other projects owned or operated by Lessee or an affiliate of Lessee.

3.4 Transmission Easement. Subject to Lessee's compliance with all zoning and permitting requirements, Lessor grants Lessee an easement for the right to (i) install and maintain on the Leased Premises transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Leased Premises, and (ii) install and maintain on the Leased Premises communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Leased Premises.

The Improvements and Lessee's uses of the Leased Premises permitted under Section 2 and Section 3 of this Lease are hereinafter sometimes referred to as the "Project."

4. Lease and Easement Term.

4.1 Development Term. The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue until the "Commercial Operations Date", as defined under the power purchase agreement (the "PPA") entered into between Lessor and Lessee, such term and related provisions of the PPA being incorporated herein by this reference, unless sooner terminated in accordance with the provisions hereof, and subject to extension based on Force Majeure ("Development Term"). For purposes of this Lease, "Force Majeure" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency that goes into effect after the Effective Date and materially alters the Operations, or any other act or condition beyond the reasonable control of a Party.

4.2 Operations Term. The second period of this Lease, if any, during which Lessee may complete development and shall conduct Solar Operations, shall commence upon the expiration of the Development Term and shall continue for a period of twenty five (25) years ("Operations Term") unless sooner terminated or extended in accordance with the provisions hereof. Lessee shall have the exclusive right to extend the Operations Term of this Lease for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Lease (singularly, the "Extended Operations Term" and collectively, the "Extended Operations Terms") by providing written notice to Lessor of Lessee's intent to extend the Operations Term at least one hundred eighty (180) days prior to the end of the initial Operations Term; provided that Lessee shall only have the right to extend the Operations Term, as provided above, if the Improvements remain operational with respect to photovoltaic energy conversion and generation of electricity from sunlight, at the time of such election(s). Each Extended Operations Term shall begin on the expiration date of the initial Operations Term or previous Extended Operations Term, as the case may be. The Development Term, the Operations Term, and the Extended Operations Terms (if applicable) are collectively referred to herein as the "Term". Each one year period commencing on the Effective Date (hereinafter defined) and on each anniversary of the Effective Date during the Term shall be referred to herein as a "Lease Year".

4.3 Limitations on Term. Notwithstanding anything to the contrary in this Lease, in the event the PPA is terminated due solely to Lessee's uncured and uncontested default thereunder, the Term of this Lease shall end automatically on the date of the PPA's termination. Further, notwithstanding anything to the contrary in the Lease, in no event shall the Term of this Lease be longer than the longest period permitted by applicable law; accordingly, Lessor and Lessee agree that with respect to the time

limitations set forth in Nebraska Revised Statute section 66-912.01, the length of the Development Term, the Operations Term, and the Extended Operations Terms shall each be treated and measured independent of each other; it being the intent of the Parties that the Development Term, the Operations Term, and the Extended Operations Terms are in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in section 66-912.01.

5. **Ownership and Operation of the Improvements.**

5.1 **Title.** Title to the Improvements has been and is reserved to Lessee and remains the sole property of Lessee. Lessee may add or remove all or any portion of the Improvements at any time during the Term, irrespective of the manner or method of attachment of the same to the Leased Premises, provided same is accomplished in accordance with applicable laws. During the Term, Lessor shall have no ownership or other interest in any component of the Improvements or any tax credits attributable to the Improvements or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future. For the avoidance of doubt, Lessee's right to benefit from any such tax credit relating to Lessee's Improvements, existing or in the future, shall be superior to Lessor's. If, under future laws, Lessee or any other holder of a leasehold interest in this Lease becomes ineligible for any tax credits resulting from the operation of the Improvements or the solar energy generated therefrom, Lessor shall use commercially reasonable efforts to assist Lessee in the amendment of this Lease or replacement of this Lease with a different instrument acceptable to Lessor, in Lessor's commercially reasonable discretion (which discretion shall include but not be limited to Lessor's ability to obtain the approval of any lender of Lessor with a security interest in the Leased Premises), so as to convert Lessee's interest in the Leased Premises to a substantially similar interest that makes Lessee or any other holder of a leasehold interest in this Lease eligible for such tax credits; *provided, however*, that such Lease amendment or replacement instrument does not: (a) directly or indirectly increase Lessor's obligations identified in this Lease; (b) decrease the value of the Leased Premises; (c) decrease Lessor's rights under this Lease; (d) limit Lessor's ability to obtain financing in the future for the Leased Premises upon terms that are reasonably acceptable to Lessor; (e) increase the amount of Lessor's real property taxes; (f) otherwise decrease the value of the benefits received by Lessor under this Lease; and/or (g) decrease the value of Lessor's reversionary interest in the Leased Premises following the expiration of the Term, as amended, or at the end of the term of the replacement instrument. Lessee shall reimburse Lessor for all reasonable and documented out-of-pocket expenses up to Fifteen Hundred Dollars (\$1,500.00) incurred by Lessor in assisting Lessee in obtaining the Lease amendment or replacement instrument, including, but not limited to, attorneys' fees. For purposes of this Section 5.1 only, the term "Lessee" shall include all direct and indirect owners and affiliates of Lessee. Notwithstanding the terms of this Section 5.1, the Parties acknowledge that Lessor may be entitled to certain other interests and attributes of the Project, as may be set forth in the PPA, or such other agreements concerning the Project (the PPA and such other agreements collectively being referred to herein as the "**Project Agreements**"), entered into between Lessor and Lessee. In accordance therewith, this Section 5.1 shall not be construed to prohibit, limit, cancel or reduce Lessor's rights and entitlements under the Project Agreements; provided the same does not conflict with or diminish Lessee's rights as to the ownership of the Improvements and tax credits under this Section 5.1, unless agreed to by Lessee in writing.

5.2 **Operation of Improvements.** The manner of operation of the Improvements, including, but not limited to, decisions on when to conduct maintenance, is within the sole discretion of

Lessee. Notwithstanding the foregoing, Lessee at all times and at its sole cost and expense shall ensure that the Leased Premises and the Improvements are maintained and operated in accordance with prudent industry practices in place from time to time and in compliance with all applicable laws, governmental authorities, insurance underwriters, mortgages, deeds of trust, and covenants, conditions, and restrictions pertaining to the Leased Premises and the Improvements. During the construction and operation of the Improvements, Lessee shall take reasonably prudent measures to control and mitigate soil erosion on the Leased Premises.

6. **Permits and Governmental Approvals.** Lessee shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights that are necessary in connection with the Project or the Operations; and Lessor shall, upon Lessee's request, execute, and, if appropriate, cause to be acknowledged and recorded, any application, document or instrument (including any variance, encroachment agreement or setback waiver) that is reasonably requested by Lessee in connection therewith. Such documents shall be in the form required by state or local government(s). Lessor shall cooperate with Lessee as necessary to obtain any governmental approvals related to use of Leased Premises for the purposes stated in this Lease at no cost or expense to Lessor. Lessee shall reimburse Lessor for its out-of-pocket expenses incurred in connection with such cooperation within ten (10) days after Lessee's receipt of a written request for such payment.

7. **No Rent.** Except as otherwise explicitly set forth in this Lease, Lessee shall have no obligations with respect to the payment of rent or other amounts to Lessor in exchange for Lessee's use and/or occupancy of the Leased Premises as provided under this Lease. The Parties acknowledge and agree that this Lease is entered into in consideration of the benefits to the Parties derived from the Project, as more specifically set forth in the PPA, the receipt and sufficiency of which is hereby acknowledged by the Parties.

8. **Payment of Taxes.** Lessee shall pay any and all general real property taxes or personal property taxes levied on the Leased Premises and the Improvements that are directly attributable to the Operations and any solar energy conversion equipment installed by Lessee on the Leased Premises, including any increases in the ad valorem property taxes levied against the Leased Premises that are assessed for the period from and after the Effective Date until the end of the Term hereof and are directly attributable to Improvements installed by Lessor and the change in Property's use prior to the Effective Date; provided, however, such obligation shall not include any recaptured taxes attributable to any period prior to the Effective Date or any interest or penalties thereon ("**Lessee's Taxes**"). Such Lessee's Taxes shall include any increase in taxes (or decrease in state property tax credits) due to: (i) a change in zoning classification of the Leased Premises or any other portion of the Lessor's real estate as a result of the Lessee's operations; and (ii) a change in the classification of the Leased Premises or any other portion of the Lessor's real estate as agricultural or horticultural land for state property tax purposes. Lessee's responsibility for payment of taxes shall apply even if the Improvements, or a portion thereof, become subject to a nameplate capacity tax pursuant to Nebraska Revised Statute section 77-6203, as amended. Lessee shall have the right, at its sole expense, to appeal or contest any such increase it could be responsible to pay under this Lease and to compromise and settle the same, and Lessor shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary for Lessor to do so. Lessor shall deliver to Lessee copies of all real property tax bills within thirty (30) days after receipt of the

bill by Lessor from the taxing authority and Lessee shall pay Lessee's Taxes on or before the date payment is delinquent. Lessee shall be responsible for any penalties and/or interest that may be due on the Lessee's Taxes as a result of the failure of Lessee to timely make such payments. If the Leased Premises is currently eligible, or becomes eligible, for an exemption from property taxes under applicable law, Lessor agrees that it will take such actions necessary to maintain, renew or obtain such exempt status.

9. **Utilities.** Lessee shall be solely responsible for obtaining and paying for all utilities needed or used by Lessee on the Leased Premises, including any costs associated with establishing utility service. Lessor will not be liable for damages for any interruption in the availability of any utility or service. Such unavailability will not constitute an eviction or a disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from performing any of Lessee's obligations under this Lease. Lessor shall use commercially reasonable efforts to cooperate with Lessee in Lessee's efforts to obtain utility service to and from the Leased Premises.

10. **Liens.** Lessor and Lessee shall keep the other's interest in the Leased Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) ownership or use of the Leased Premises, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within forty-five (45) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Leased Premises pursuant to applicable law.

11. **Maintenance of Leased Premises; Liability Waiver.**

11.1 **Maintenance.** Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Improvements and all of the Leased Premises in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies. Lessee shall not unreasonably clutter the Leased Premises and shall collect and dispose of any and all of Lessee's refuse and trash. If Lessor or Lessee discovers noxious weeds on the Leased Premises during the Term or receives notice by the [REDACTED] County Weed Authority that noxious weeds are present on the Leased Premises, Lessee will undertake all reasonable measures to control such weeds and comply with all directives of the [REDACTED] County Weed Authority.

11.2 **Failure to Comply.** If Lessee fails to comply with any obligation of Lessee under this Section 11, after Lessor has given Lessee at least forty-five (45) days prior written notice of such failure (except in event of emergency need for immediate action), Lessor shall have the right but not the obligation to take such measures to correct the noticed failure as Lessor deems necessary, in its reasonable discretion, and charge the reasonable cost and expense thereof to Lessee within forty-five (45) days.

12. **Security; Lessor's Access.** All security measures reasonably necessary to protect against damage or destruction of Lessee's Improvements, or injury or damage to persons or property on the Leased Premises, or the Operations, shall be provided by Lessee on the Leased Premises, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable. Lessor may access any part of the Leased Premises that is within Lessee's secured areas for the purpose of inspection of activities thereon upon twenty-four (24) hours' notice to Lessee, except in case of emergency,

when no advance notice shall be required, provided that such access shall comply with Lessee's safety requirements and shall not in any manner interfere with Lessee's Operations nor violate applicable laws or governmental regulations.

13. **Insurance.** At all times during which Lessee is conducting any activities on the Leased Premises, and at all times during the Term of this Lease, Lessee shall, at its own cost and expense, obtain and maintain in effect coverage limits attributable to the Leased Premises under (a) commercial general liability insurance, with bodily injury and property damage coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, (b) workers' compensation / employers' liability insurance in the amount required by Nebraska law and (c) automobile liability insurance of at least Five Hundred Thousand Dollars (\$500,000) per accident, and upon written request from Lessor to Lessee, Lessor shall be provided with additional insured status on all policies of such insurance. Lessee shall provide to Lessor a certificate evidencing such coverage. The foregoing requirements may be satisfied by combination of general liability and umbrella/excess liability policies. The insurance provided by Lessee shall be primary and non-contributing for Lessee's activities on the Leased Premises with respect to Lessor's insurance.

14. **Lessor's Representations, Warranties and Covenants.** In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessor hereby represents, warrants and covenants to Lessee as follows:

14.1 **Lessor's Authority.** Lessor is the sole owner of the Leased Premises and has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Lessor is authorized to do so, and all persons having any ownership or possessory interest in the Leased Premises are signing this Lease as Lessor. When signed, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessor's lawful execution, delivery and performance of this Lease.

14.2 **Liens and Tenants.** To the best of Lessor's actual knowledge, there are no liens, encumbrances, leases, fractional interests, mineral rights or oil and gas rights, or other exceptions to Lessor's fee title ownership of the Leased Premises or otherwise burdening the surface estate of Lessor in the Leased Premises which would prevent or inhibit Lessee's use and occupancy of the Leased Premises as contemplated under this Lease. Lessor has not received any notice (orally or in writing) from any third-party of any adverse claim or encumbrance burdening the Leased Premises. There are no tenants on the Leased Premises or leases encumbering the Leased Premises as of the Effective Date. If applicable, Lessor will cause Lessor's tenant(s) under such leases to vacate the Leased Premises as of the Effective Date to allow for Lessee's exclusive use and quiet enjoyment thereof, without liability to Lessee.

14.3 **No Interference.** On or after the Effective Date, Lessor shall not grant any rights to any person or entity, which would, currently or in the future, impede or interfere with: (a) Lessee's surface access to the Project and the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Project; (b) the flow of solar radiation, or direction of exposure to the sun over the Leased Premises; or (c) the undertaking of any other activities of Lessee permitted under this

Lease. Provided, however, the foregoing provision shall not apply to any utility easement that Lessor is required to execute pursuant to applicable law.

14.4 Title Review and Cooperation. Lessor, at no cost to Lessor, shall cooperate with Lessee to obtain non-disturbance, subordination and other title curative agreements as reasonably requested by Lessee from any person with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Leased Premises to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease. Lessor shall also provide Lessee with any further assurances and shall execute any truthfully accurate estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

14.5 Requirements of Governmental Agencies/Lenders. During the Term, Lessor, at no cost to Lessor, shall use commercially reasonable efforts to cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Improvements, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Lessor for its actual, reasonable out of pocket expenses incurred in connection with such cooperation.

14.6 Hazardous Materials. To the best of Lessor's actual knowledge, Lessor is in material compliance with all environmental laws as the same are applicable to the Leased Premises, and is not subject to any environmental proceedings with respect to the Leased Premises, nor is there any environmental proceeding with respect to the Leased Premises to which any other person is subject. Lessor has not received any written notice of any violation, and to the actual knowledge of Lessor, no other person has received any written notice of any violation, that, as of the date hereof, remains uncured, and no writs, injunctions, decrees, orders or judgments outstanding, no suits, claims, actions, proceedings or investigations have been instituted or filed, and none are pending or, to the knowledge of Lessor, threatened, under any environmental laws with respect to the ownership, use or occupation of the Leased Premises. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation; provided, however, that normal agricultural use of agricultural pesticides and other chemicals commonly used on crops in conformance with generally accepted agricultural practices shall not be included as a Hazardous Material for purposes of this Lease. As of the Effective Date, to the best of Lessor's knowledge: (a) no Hazardous Materials have ever been produced on the Leased Premises or disposed of thereon or therein, (b) no release has occurred on the Leased Premises, and (c) no Hazardous Materials have migrated to the Leased Premises. Lessor shall not violate, and shall indemnify Lessee for, from and against any violation (past, present or future) by Lessor or Lessor's Agents (hereinafter defined), or by Lessor's predecessors-in-interest and known by Lessor as of the Effective Date, of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials which were or are introduced, released, or brought onto the Leased Premises by Lessor, Lessor's Agents or Lessor's predecessors-in-interest.

15. **Lessee's Representations, Warranties and Covenants.** In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessee hereby represents, warrants and covenants to Lessor as follows:

15.1 **Lessee's Authority.** Lessee is a Nebraska limited liability company, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized and financially capable to enter into and perform its obligations under this Lease and, to the best of the knowledge of Lessee, is not in violation of the laws of the State of Nebraska. Each person signing this Lease on behalf of Lessee is authorized to do so. When signed, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessee's lawful execution, delivery and performance of this Lease.

15.2 **Mechanic's Liens.** Lessee shall at all times keep and maintain the Leased Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of Lessee in connection with the Leased Premises. The interest of Lessor in the Leased Premises shall not be subject to liens for improvements made by or on behalf of Lessee, and nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject Lessor's estate in the Leased Premises to any lien or liability under applicable law. Lessee will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work by Lessee on the Leased Premises and will hold Lessor harmless from all losses, costs, or expenses based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Lessor in the Leased Premises or under this Lease. Lessee will give Lessor immediate notice of any lien or encumbrance against the Leased Premises as a result of work by Lessee and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided Lessee may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Lessee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Lessor within such thirty (30)-day period.

16. **Indemnity.**

16.1 **Indemnity by Lessee.** Lessee shall defend, indemnify and hold Lessor, and Lessor's elected and appointed officials, employees, agents, contractors, tenants, heirs and successors harmless from and against all Defaults (subject to applicable cure periods) and all actions, claims, demands, losses, expenses, (including attorney fees), liabilities and claims of liability, for damage to property or injury to persons resulting from the Operations or the Project or any actions, inaction or activities of Lessee, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, "**Lessee's Agents**") on or about the Leased Premises, except to the extent that such liability or loss is due to the negligence or willful misconduct of Lessor or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "**Lessor's Agents**").

16.2 **Indemnity by Lessor.** To the extent allowed by law, Lessor shall defend, indemnify and hold Lessee, and Lessee's directors, officers, members, shareholders, partners, tenants, heirs and successors harmless from and against all Defaults (subject to applicable cure periods) and all liability and claims of liability, for damage to property or injury to persons resulting from actions or activities of

Lessor's Agents on the Leased Premises, except to the extent that such liability or loss is due to the negligence or willful misconduct of Lessee or Lessee's Agents.

16.3 Hazardous Materials. Lessee shall not violate, and shall indemnify Lessor against, any claims, costs, damages, fees or penalties arising from a violation by Lessee or Lessee's Agents of any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, on or under the Leased Premises, except for any such violation in existence on or under the Leased Premises as of the Effective Date of this Lease.

16.4 Survival of Provision. The obligations of the Parties under this Section 16 shall survive the expiration or earlier termination of this Lease.

17. Assignment; Right to Mortgage and Assign.

17.1 Terms. As used in this Lease, the term "Sublessee" means any person that receives an interest from Lessee of less than all of the right, title or interest under this Lease and the term "Sublease" means the grant or assignment of such rights from Lessee to a Sublessee.

17.2 Encumbrances, Security Interests, and Mortgages.

(a) Lessee or a Sublessee may, without Lessor's consent, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the leasehold estate and/or easement estate(s) created by this Lease (collectively, the "Leasehold Estate"), any Sublease, and the Project (collectively, the "Solar Assets") in connection with the financing of all or any portion of the Project, which security interests (including any deeds of trusts) in all or a part of the Solar Assets are collectively referred to in this Lease as "Mortgages" and the holders of the Mortgages, their designees and assigns are each referred to in this Lease as a "Mortgagee". Under no circumstances shall any Mortgagee or Sublessee have any greater rights of ownership or use of the Leasehold Estate than the rights granted to Lessee in this Lease, and under no circumstance shall any Mortgagee or Sublessee have any greater rights or lesser responsibilities than Lessee under the terms of this Lease. Notwithstanding anything in this Lease to the contrary any Sublessee shall be bound by the terms of this Lease to the extent of such Sublessee's interest in and to the Leased Premises or Solar Assets. Lessor shall provide Lessee with written notice of any Mortgage(s) within ninety (90) days after such Mortgage(s) becomes legally binding.

(b) Subject to Section 14.4 of this Lease, Lessor may, upon prior written notice from Lessor to Lessee, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Leased Premises so long as such conveyances do not interfere with Lessee's rights and interests under this Lease. Notwithstanding the foregoing, Lessor may sell, devise or otherwise transfer fee title to the Leased Premises without Lessee's consent so long as any subsequent owner is bound by the terms of this Lease and so long as such conveyances do not interfere with Lessee's rights and interests under this Lease.

17.3 Assignments. Without the prior written consent of Lessor, Lessee and each Sublessee shall also have the right to sell, convey, transfer, lease, or assign its interest in this Lease or

Sublease, as the case may be, or any portion thereof, and all or any portion of the Solar Assets on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, subleases, co-leases, co-tenancy rights, licenses or similar rights, however denominated (collectively, "**Assignments**") to any third party; provided that the assignee assumes all duties and obligations of Lessee under this Lease. The terms of such Assignment(s) shall not expand, or alter in any way, the rights and obligations of the Parties under this Lease. Upon the effective date of any Assignment under which all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall be released from any liability under this Lease or Sublease, as applicable, accruing on or after the effective date of the Assignment, provided that the assignee assumes in writing the obligations of the assigning party. Notwithstanding the foregoing, in the event of any Assignment under which less than all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall not be relieved of its obligations under the Lease or Sublease, as applicable, and Lessee or Sublessee shall continue to be primarily liable to the same extent as though no Assignment has been made, unless otherwise agreed to in writing by Lessor. Lessee shall provide written notice to Lessor of any Assignment(s) within ninety (90) days after such Assignment(s) becomes legally binding; provided, however, that failure to give such notice shall not constitute a default under this Lease, but rather shall only have the effect of: (a) not binding Lessor with respect to such Assignment(s) until such notice is given, and (b) not releasing the assignor from liability under this Lease until such notice is given. Any member of Lessee or a Sublessee shall have the right from time to time without Lessor's consent to transfer any partnership, membership or other ownership interest in Lessee or a Sublessee to one or more persons or entities.

18. **Default.** Each of the following events shall constitute an event of default ("**Default**") by the Parties and shall permit the non-defaulting Party to terminate this Agreement and pursue all other appropriate remedies.

(a) The failure or omission by Lessee to pay any amount required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after the date Lessee receives written notice from Lessor of such failure or omission to pay;

(b) The failure or omission by any Party to observe, keep, or perform any of the other terms, agreements, or conditions set forth in this Agreement (except payment obligations), and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed ninety (90) days, if such failure or omission cannot reasonably be cured within such thirty (30)-day period) after written notice from the other Party; or

(c) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within thirty (30) days after filing.

In the event of any Default, the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity. Delinquent

payments shall bear interest from their respective due dates until paid at the rate of eight percent (8%) per annum. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Subject to the other terms and conditions of this Lease, each Party shall have all rights and remedies available at law and in equity for any Default by the other Party. The obligations of the Parties under this Section 18 shall survive the expiration or earlier termination of this Lease.

19. **Termination by Lessee.** Provided Lessee is not in default under any term of this Lease, Lessee, at its option, shall have the right to terminate this Lease at any time during the Term of the Lease, as to all or any part of the Leased Premises. Termination shall be effective on the date when Lessee has fulfilled its obligations under Section 20 of this Lease. If Lessee's notice is a full termination of all the Leased Premises, the Parties shall be relieved of all further duties and obligations under this Lease, other than (i) the payment of any accrued and unpaid obligations or liabilities owed by either Party as of the date of termination; (ii) the removal of the Improvements by Lessee pursuant to Section 20.2; and (iii) any other obligations and liabilities that are expressly stated in this Lease to survive such termination. Upon any such partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Lease with respect to the portion thereof terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Lease. The Parties agree to execute an amendment to this Lease evidencing such partial termination at the sole cost and expense of the Lessee and the Lessor shall be reimbursed for its reasonable and documented out-of-pocket costs up to Fifteen Hundred Dollars (\$1,500.00), including, but not limited to attorneys' fees, incurred as a direct result of obtaining such amendment.

20. **Surrender and Restoration.**

20.1 **Surrender.** Upon any termination, surrender, or expiration of this Lease, Lessee shall remove all of Lessee's Improvements and shall peaceably deliver up to Lessor possession of the Leased Premises or any part thereof, and other rights granted by this Lease, and shall execute, at Lessor's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency.

20.2 **Restoration.** Within six (6) months after any termination, surrender, or expiration of this Lease, Lessee at its sole cost and expense, shall decommission the Solar Energy Facilities, which shall include the removal of all Improvements including, but not limited to all improvements, structures, and sub-stations. Lessee shall restore the Leased Premises to the condition as it existed at the inception of this Lease, and shall repair any damage to the Leased Premises as a result of any removal of Lessee's Improvements under this Section 20.2 ("**Restoration**"). Beginning on the Operations Date, and for the remainder of the Term under this Lease, Lessee shall maintain a performance bond or comparable financial security (the "**Restoration Security**") in an amount equal to the expected cost to complete the Restoration, less the salvage value of all the Improvements, as determined by a qualified third-party engineer, and as shall be updated at least every five (5) years. Notwithstanding the foregoing, Lessee's Restoration obligations shall not include the removal of below ground electric lines and cables buried at a depth of four (4) feet or more measured from the topsoil directly above such electric lines and cables, and such Improvements may remain on the Leased Premises without liability to Lessee beyond termination, surrender or expiration of this Lease. Upon the written consent of Lessor, Lessee may leave all roads and grading in their condition existing at the time this Lease terminates. Lessor shall have the opportunity to

reasonably inspect the Restoration completed by the Lessee hereunder and, if Lessor does not believe Lessee has satisfied its Restoration obligations, Lessor shall notify Lessee in writing of any incomplete Restoration Obligations within seven (7) months after any termination, surrender, or expiration of this Lease. Upon receipt of such notice, Lessor and Lessee agree to cooperate with each other in good faith to resolve any disputes with regard to completion of Restoration, and if resolved, the deadline for Restoration shall be tolled until completion. If, following Lessor's notice to Lessee, Lessee is unable or unwilling to complete Restoration, then Lessor shall be entitled to apply the proceeds of the Restoration Security toward the cost to complete Lessee's outstanding Restoration obligations. If Lessor fails to notify Lessee in writing of any incomplete Restoration Obligations within seven (7) months after any termination, surrender, or expiration of this Lease, it shall be conclusively deemed that Lessee satisfied all obligations with respect to Restoration hereunder.

21. **Condemnation.**

21.1 **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Leased Premises, or the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Lease in or affecting the Leased Premises shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises or the Project thereon, (ii) the date that Lessee determines it is no longer able or permitted to operate the Project on the Leased Premises in a commercially viable manner, or (iii) the date of the condemnation judgment; at which time this Lease shall terminate and Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease except the obligations that survive the expiration or earlier termination of this Lease.

21.2 **Partial Taking.** If, at any time during the Term, any authority having the power of eminent domain shall condemn any portion, less than substantially all, of the Leased Premises, then the interest and obligations of Lessee under this Lease as to those Improvements or the Leased Premises so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises, (ii) the date that Lessee determines it is no longer able or permitted to operate portion of the Project so taken on the Leased Premises, in a commercially viable manner, or (iii) the date of the condemnation judgment, and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Leased Premises; provided, however, that if Lessee, in its sole discretion, determines that such partial taking would cause the continued operation of the entire Project not to be commercially viable, Lessee shall have the right to terminate this Lease.

21.3 **Condemnation Award.** In the event of a complete or partial taking of the Solar Assets, Lessee shall be entitled to receive all compensation and damages paid by the condemning authority arising from such taking and payable on account of Lessee's Improvements, loss of revenue, relocation costs, inability to relocate, and loss of interest in and to the Leased Premises provided under this Lease; Lessor shall be entitled to all other amounts of the award. If allowed under the law, Grantee may separately pursue a claim against the condemnor for such damages.

22. **Certain Protective Covenants.**

22.1 **Noninterference.** Subject to Section 3.1 of this Lease, during the term of this Lease, Lessor covenants and agrees that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; (ii) take any action or permit any condition to exist on the Leased Premises which will materially interfere with the availability or accessibility of sunlight on or to the Leased Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Leased Premises; or (iv) take any action which will materially impair Lessee's access to the Leased Premises for the purposes specified in this Lease, materially obstruct access to sunlight on, over or across the Leased Premises or materially impair Lessee's access to any or all of the Improvements. Notwithstanding the foregoing, Lessor shall have no obligation under this Lease to provide, obtain or maintain any easement for sunlight on, over or above any real property not owned or controlled by Lessor.

22.2 **Quiet Enjoyment.** Provided Lessee observes the terms and conditions of this Lease, Lessor warrants that Lessee shall peaceably hold and enjoy the Leased Premises, and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor except as expressly provided in this Lease.

22.3 **Observance of Laws and Covenants; Safety.** Lessee shall use the Leased Premises granted by this Lease only for the purposes stated herein and shall conduct all of its operations on the Leased Premises in a lawful manner after obtaining all necessary permits and government approvals.

23. **Consequential Damages Waiver.** Except as provided in Section 16, the Parties shall have no liability for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.

24. **Mortgagee Protection.** Any Mortgagee, upon delivery to Lessor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Lease or a Sublease as the case may be:

(a) **Right to Cure Defaults/Notice of Defaults.** To prevent termination of this Lease or any partial interest in this Lease, each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any Default by Lessee and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged Default by Lessee, Lessor shall give written notice of such Default to each Mortgagee that has delivered to Lessor notice of its name and address and who has requested to receive copies of a Default notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged Default and the required remedy. Each such Mortgagee shall have the same amount of time to cure the Default as is given to Lessee. The cure period for each Mortgagee shall begin to run upon receipt of written notice from Lessor to Mortgagee.

(b) **Extended Cure Period.** If any Default by Lessee under this Lease cannot be cured without the Mortgagee obtaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of Lessee's interest in this Lease, then any such Default shall be deemed remedied if: (i) Mortgagee or its assignee cures any outstanding monetary Default within the cure periods provided in Section 18; (ii) within the cure period granted to Mortgagee in Section 18 above, either Mortgagee or its assignee shall have acquired possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (iii) the Mortgagee or its assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iv) after gaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, the Mortgagee or its assignee cures all Defaults under the Lease to the extent required in Section 18, and performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Mortgagee or its assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting assignee, as the case may be, from commencing or prosecuting the proceedings described above, the period specified above for commencing such proceeding shall be extended for the period of such prohibition.

(c) **Acquisition of Title.** Following acquisition of all or a portion of the Solar Assets by the Mortgagee, its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease or a Sublease, as the case may be, shall continue in full force and effect, and the party acquiring title to the Solar Assets shall cure all monetary Defaults within thirty (30) days of acquiring title, and as promptly as reasonably possible, commence the cure of all other Defaults under this Lease or a Sublease, as the case may be, and thereafter diligently process such cure to completion within ninety (90) days after title is acquired, whereupon Lessor's right to terminate this Lease based upon such Defaults shall be deemed waived, providing all Defaults are cured. Any Mortgagee or other party who acquires Lessee's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease incurred or accruing after such Mortgagee or acquiring party no longer has ownership of the Lease and possession of the Leased Premises.

(d) **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Mortgagee shall have the absolute right (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Solar Assets by any lawful means; (iii) to take possession of and operate all or any portion of the Solar Assets and to perform all obligations to be performed by Lessee or a Sublessee under this Lease or a Sublease as the case may be, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Solar Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Lessor's consent to assign or transfer all or any portion of the Solar Assets to a third-party so long as such assignee or transferee is financially capable of carrying out Lessee's obligations under this Lease, and Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any other assignment or transfer. Upon acquisition of the interests of all or any portion of the Solar Assets by a Mortgagee or any other third-party which acquires the interests, from or on behalf of the Mortgagee, in accordance with the terms of this Lease, Lessor shall recognize the Mortgagee or such other party (as the case may be) as Lessee's

or a Sublessee's proper successor, and this Lease and any such Sublease shall remain in full force and effect.

(e) **Liability.** Any Mortgagee that does not directly hold an interest in the Solar Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease or a Sublease as the case may be prior to the time the Mortgagee directly holds an interest in the Solar Assets, or succeeds to absolute title to Lessee's or a Sublessee's interest therein. A Mortgagee shall be liable to perform Lessee's or a Sublessee's obligations under this Lease or a Sublease as the case may be only for and during the period it directly holds such interest or title. Furthermore, if Mortgagee elects to (i) perform Lessee's or a Sublessee's obligations under this Lease or the Sublease as the case may be, (ii) continue Operations on the Leased Premises, (iii) acquire any portion of Lessee's or a Sublessee's right, title or interest in all or any of the Solar Assets or (iv) enter into a new Lease or a Sublease as the case may be as provided in Section 24(g), then the Mortgagee shall not have any personal liability to Lessor, and Lessor's sole recourse against Mortgagee shall be to execute against the Mortgagee's interest in the Solar Assets. Moreover, any Mortgagee or other party which acquires the Solar Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Lease or a Sublease, as the case may be, to the extent the obligations are incurred or accrue after that Mortgagee or other party no longer has ownership of the Solar Assets and possession of the Leased Premises.

(f) **Termination.** Neither the bankruptcy nor the insolvency of Lessee or a Sublessee shall be grounds for terminating this Lease or a Sublease so long as all payments and all other monetary charges payable by Lessee or Sublessee under this Lease or a Sublease, as the case may be, are paid by the Mortgagee in accordance with the terms of this Lease or a Sublease, as the case may be.

(g) **New Lease.** If this Lease or a Sublease, as the case may be, terminates for any reason, including, without limitation, because of Lessee's or a Sublessee's uncured Default or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any monetary and/or insurance Default prior to expiration of the Mortgagee cure period identified in Section 18 and is making commercially reasonable efforts to cure any non-monetary Default, Lessor will, immediately upon written request from the Mortgagee received within ninety (90) days after the termination, rejection, or disaffirmance, without demanding additional consideration therefor, enter into a new Lease or a new Sublease as the case may be in favor of the Mortgagee, which new Lease or new Sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease or the Sublease, as the case may be (except for any requirements that have been fulfilled by Lessee or a Sublessee prior to the termination, rejection, or disaffirmance), (ii) be for a term commencing on the date of the termination, rejection, or disaffirmance and continuing for the remaining Term or the term of the Sublease, as the case may be, before giving effect to the termination, rejection, or disaffirmance, (iii) contain a lease or sublease as the case may be on, over, under, upon along and across the Leased Premises or such portion thereof as to which the Mortgagee held a lien on the date of the termination, rejection, or disaffirmance, (iv) contain a grant to the Mortgagee of access, transmission, communications, utility, and other easements covering such portion or portions of the Leased Premises as Lessee held under this Lease prior to its termination and (v) enjoy the same priority as this Lease or a replaced Sublease, as the case may be, has over any lien, encumbrance or other interest created by Lessor, and, until such time as the new Lease or Sublease as the case may be is executed and delivered, the Mortgagee may enter, use and enjoy the Leased Premises and conduct Operations on the Leased

Premises as if this Lease or the Sublease, as the case may be, were still in effect at the option of the Mortgagee, the new Lease or Sublease, as the case may be, may be executed by a designee of the Mortgagee, with the Mortgagee assuming the burdens and obligations of Lessee or a Sublessee thereunder. If more than one Mortgagee makes a written request for a new Lease or Sublease, as the case may be, under this Section 24(g), then the new Lease or Sublease shall be delivered to the Mortgagee whose lien is senior in priority.

(h) **Mortgagee Consent.** Lessor shall not agree to any material amendment, mutual termination or modification or accept any surrender of this Lease, nor shall any such amendment, termination, modification or surrender be effective, without the written consent of the Mortgagee.

(i) **Amendments.** Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may reasonably be requested by any Mortgagee for the purpose of preserving the Mortgagee's interest in the Leased Premises, provided that neither Lessor's rights nor Lessee's obligations under this Lease are diminished thereby.

24.1 Estoppel Certificates and Cooperation. Lessor will, within ten (10) business days following receipt of written request, execute estoppel certificates (certifying as to truthful matters, including that no default then exists under this Lease or a Sublease, if such be the case), consents to assignment and non-disturbance agreements provided for in this Lease as Lessee, a Sublessee or any Mortgagee may reasonably request at any time and from time to time. Lessor, Lessee and Sublessee (if applicable) will cooperate in (a) amending this Lease or a Sublease, as the case may be, from time to time to include any provision that may be reasonably requested by Lessee or a Sublessee or any Mortgagee to implement the provisions contained in this Lease or a Sublease as the case may be, or to preserve a Mortgagee's security interest, and does not materially prejudice Lessor's rights under, or interest in, this Lease, and (b) execute any documents that may reasonably be required by Lessee, a Sublessee, or a Mortgagee to implement the provisions of this Section 24.1. Lessor will request any of Lessor's lenders to execute an agreement of non-disturbance furnished by any Mortgagee with respect to Lessee's or a Sublessee's interest in the Lease. Lessor's cooperation with Lessee under this provision shall be at the sole cost and expense of the Lessee and the Lessor shall be reimbursed for its reasonable and documented out-of-pocket costs up to Fifteen Hundred Dollars (\$1,500.00), including, but not limited to attorneys' fees, incurred as a direct result of Lessor's cooperation.

24.2 No Merger. There shall be no merger of this Lease with the fee estate in the Leased Premises by reason of the fact that this Lease or any interest in the Leased Premises may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises, and all persons (including each Mortgagee) having an interest in this Lease or in the estate of Lessor and Lessee, shall join in a written instrument effecting such merger and shall duly record the same.

24.3 Damage/Condemnation. Notwithstanding anything to the contrary in this Lease, the disposition of any condemnation award and/or casualty insurance proceeds shall be governed by the terms of any first priority Mortgage encumbering Lessee's interest in the Solar Assets.

25. **Notice.**

25.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

25.2 **Delivery.** Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or five (5) business days after deposit in the United States mail as certified or registered mail (return receipt requested), in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Lessor:

[REDACTED]

Notice to Lessee:

Sandhills Energy LLC
Michael Knapp
300 E Nebraska Ave, PO Box 113
Cody, NE 69211
michael@sandhillsenergyco.com

With copy to:

Michael D. Sands
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102
msands@bairdholm.com

25.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

26. **Expenses of Enforcement.** To the extent permitted under Nebraska law, if any Party hereto brings any action or proceeding to interpret or enforce any of the terms, covenants or conditions hereof, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party or parties thereto reimbursement for all reasonable expenses, costs and fees incurred in connection with the action or proceeding, including such expenses, costs and fees incurred due to any appeal.

27. **Further Assurances.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Lease and to give full force and effect to each and all of the provisions thereof.

28. **Amendments.** This Lease shall not be amended or modified in any way except by an instrument signed by Lessor and Lessee.

29. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby.

30. **Governing Law and Dispute Resolution.**

30.1 This Lease shall be governed by the laws of the State of Nebraska. Any action to enforce or interpret any provision of this Lease shall be filed in any state or federal court having jurisdiction and which is a proper venue in the matter.

30.2 The Parties agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity and as provided by this Lease. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Lease shall be to the court of competent jurisdiction.**

31. **Article and Paragraph Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Lease.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes all other prior writings, negotiations and understandings.

33. **Effect of Termination.** Any termination of this Lease pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.

34. **Time of Essence.** Time is of the essence regarding each provision of this Lease.

35. **No Waiver.** No waiver by either Party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other Party.

36. **Counterparts.** This Lease may be executed in counterparts.

37. **Ownership of Improvements.** The Improvements shall not be deemed to be permanent fixtures (event if permanently affixed to the Leased Premises) and shall be and remain the sole property of Lessee. Within the ninety (90) day period after receipt by Mortgagee of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the Improvements from the Leased Premises), Mortgagee, may remove the Improvements from the Leased Premises, provided that Mortgagee complies with all requirements of Lessee set forth in the Lease related to Restoration.

38. **Recording of Memorandum.** Concurrent with the execution of this Lease, the Parties shall execute, acknowledge and record in the land records office for [REDACTED] County, Nebraska, a memorandum of this Lease in the form attached as Exhibit 2, hereto.

39. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

40. **Brokerage Commissions.** Lessor and Lessee each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Lease. Lessor and Lessee shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

41. **Taxes on Lease.** If any governmental authority levies, assesses, and/or imposes on Lessor a transfer tax as a result of this Lease, Lessor shall timely pay such tax and Lessee shall reimburse the same to Lessor.

42. **Forfeiture of Leased Premises.** If at any time the Leased Premises or any part thereof shall then be subject to forfeiture, or if Lessor shall be subject to any liability arising out of the nonpayment of real property or personal property taxes that are the responsibility of Lessor hereunder, Lessee may, in its sole and absolute discretion, following the expiration of ten (10) business days' advance notice to Lessor and Lessor's failure to remedy the outstanding tax liability within such ten (10) business day period, notwithstanding any pending contest or review, elect to either pay such taxes or post such bonds as the taxing authority may require to prevent such forfeiture or liability and may offset the amount of such payments from amounts due Lessor under this Lease. Notwithstanding the foregoing, in the event Lessee pays such taxes or posts such bonds during a pending contest or review and Lessor subsequently prevails over the taxing authority, Lessee shall pay Lessor any amounts previously offset under the foregoing sentence if such amounts have been reimbursed to Lessee by the taxing authority.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LESSOR

LESSEE



SE MUNICIPAL SOLAR, LLC,
a Nebraska limited liability company

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Print name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT 1 TO LEASE AND EASEMENT AGREEMENT
DESCRIPTION OF THE LEASED PREMISES

The land referred to herein below is situated in [REDACTED] County, Nebraska:

[Insert legal description]

DRAFT

EXHIBIT 2 TO LEASE AND EASEMENT AGREEMENT
FORM OF MEMORANDUM OF LEASE

[Follows this page.]

DRAFT

(Space above line for Recorder's use only)

REQUESTED BY AND
WHEN RECORDED RETURN TO:

Sandhills Energy LLC
Michael Knapp
300 E Nebraska Ave, PO Box 113
Cody, NE 69211
michael@sandhillsenergyco.com

**MEMORANDUM OF LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

This Memorandum of Lease and Easement Agreement for Solar Energy System (“**Memorandum**”) is made and dated as of _____, 20__ (“**Effective Date**”) by and _____ (“**Lessor**”) and SE Municipal Solar, LLC, a Nebraska limited liability company (“**Lessee**”), in light of the following facts and circumstances:

Lessor and Lessee entered in that certain Lease and Easement Agreement for Solar Energy System, of even date herewith (the “**Lease**”), pursuant to which Lessor has leased to Lessee certain real property of Lessor (“**Leased Premises**”) located in _____ County, Nebraska, as more particularly described on the attached Exhibit A and which said Exhibit A is hereby incorporated herein. Lessor and Lessee have executed and acknowledged this Memorandum for the purpose of complying with Section 66-911.01 of the Nebraska Revised Statutes and to provide constructive notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. Lease of Leased Premises; Easements. Lessor has granted and leased the Leased Premises to Lessee on the terms, covenants and conditions stated in the Lease. The Lease is solely and exclusively for the development and operation of a solar energy project, and Lessee shall have the exclusive

right to use the Leased Premises for such purposes, together with certain related sun non-obstruction, effects, access, and transmission easements, as more fully granted and described in the Lease. Reference is hereby made to the Lease for a complete description of the respective rights and obligations of the parties regarding the Leased Premises and the covenants, conditions, restrictions and easements affecting the Leased Premises pursuant to the Lease.

2. Term.

Development Term. The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue until the until the “Commercial Operations Date”, as defined under the power purchase agreement (the “**PPA**”) entered into between Lessor and Lessee, such term and related provisions of the PPA being incorporated herein by this reference, unless sooner terminated in accordance with the Lease (“**Development Term**”). The Development Term shall not exceed twenty-four (24) months, subject to extension based on Force Majeure.

Operations Term. The second period of this Lease, if any, during which Lessee shall conduct Solar Operations, shall commence upon the expiration of the Development Term following the Operations Date and shall continue for a period of twenty-five (25) years (“**Operations Term**”) unless sooner terminated in accordance with the provisions hereof, with two (2) options to extend held by Lessee for five (5) years each; provided that Lessee shall only have the right to extend the Operations Term, as provided above, if the Improvements remain operational with respect to photovoltaic energy conversion and generation of electricity from sunlight, at the time of such election(s).

3. Ownership. Lessor shall have no ownership or other interest in any Improvements (as defined in the Lease) installed on the Leased Premises.

4. Assignment. The Lease provides, among other things, that Lessee and any Assignee shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer to one or more assignees or mortgagees the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Leased Premises, or any portion thereof, or in any or all of the Improvements that Lessee or any other party may now or hereafter install on the Leased Premises.

5. Successors and Assigns. This Memorandum and the Lease shall burden the Leased Premises and shall run with the land. The Lease and this Memorandum shall inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. No Conflict. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease or otherwise limit or expand the rights and obligations of the parties under the Lease and the Lease shall control over this Memorandum in all events.

EXHIBIT A TO MEMORANDUM OF LEASE
DESCRIPTION OF LEASED PREMISES

The land referred to herein below is situated in [REDACTED] County, Nebraska:

[Insert legal description]

DRAFT

Updated February 24, 2022

RE: Grant Writing Services Proposal

To: Tom Ourada, City Administrator

City of Crete, NE

From: Tina Rockenbach

The following proposal is submitted to you for review and approval. This proposal is for grant research and writing specific to the purpose of procuring new lane ropes for the Crete RipTide Swim Team and Crete Wildwood Pool.

The summary of charges and detailed narrative are listed below. I am happy to negotiate anything listed below. Timelines listed are an estimate only and are dependent upon timelines dictated by the grant and source that the City Council approves. Order timelines are also estimates only based on grant approval/denial announcement and shipping delays.

Cost Breakdown:

Final Grant Research and Identify 2 grants; prepare for Park and Recreation Committee review and approval: 3 hours

Writing, revising and submission of grant application: 10 hours

Total work time of : 13 hours

Hourly rate: \$20.00

Total Proposed Cost: \$260.00

*Hourly rate is based on average market rate for freelance grant writing on a part-time basis.

This cost is negotiable based on City of Crete budget. Any suggestions or changes are welcome.

Estimated timelines:

Proposal submitted to Tom Ourada: Monday February 21, 2022

Upon agreed terms and approval of proposal:

2 Grant source options submitted to Park and Recreation Committee for review and recommendation to City Council: no later than Friday February 25, 2022

Park and Recreation Committee review and City Council approval: Tuesday March 1, 2022

Upon City Council approval to proceed:

Grant writing/revision and submission to source: Wednesday March 2, 2022 through Sunday
March 6, 2022

Upon approval/denial of grant funds:

Order lane ropes : will be dependent on grant decision timeline which can be estimated closer
once the grant and source has been identified.

Description of grant research and selection:

I did a "brief" search for grant opportunities prior to this proposal and identified 2 grant sources: Walmart Community Grants (max of \$5,000) and Black Hills Energy (2 types of funding that range from \$1-5,000+). I built into this proposal an *additional* 3 hours of research and selection if it is deemed necessary for me to find additional grant options or if upon further review of these applications, I determine we are not eligible. At which point, I would submit for consideration of new options for approval to proceed. If these two grant sources are approved for me to proceed with, then the additional 3 hours of research would be waived. The advantage to doing an additional 3 hours of research would be to determine if there are any better matches of grant sources for our intended purpose.

Based on price quotes from Dan Dunaway's research, we determined we need a minimum of \$500-600 per rope and a total of 6 ropes. We also need to factor in shipping; which could be quite costly. Unfortunately, we won't know this total until we prepare to submit an order. I estimate we need a minimum of \$5,000 (depending on final price and shipping compared to estimates). I would intend to apply for \$5,000 from Walmart (the max amount) and \$5,000 from Black Hills Energy. Based on Black Hills Energy's 2 tiers of funding, I would need to look closer at their timeline for a request higher than \$4,999. If it is beneficial to apply for \$4,900 to get a quicker response, this is the strategy I intend to use. If the timeline for \$5,000 is appropriate to our need, I will ask for \$5,000.

I am asking for approval to submit both grant applications identified above for our best chances to be awarded our full need. In the event that we would be awarded more than what we need, I will build into the grant application additional items that we can purchase for training aides for the swim team. For example, I will include in the narrative that the main purpose of the funds to be expended are for the functionality of our swim team. The largest expense would be lane ropes and the shipping cost. Upon procurement of those items, if the cost does not exhaust either grant, we would use the remaining funds to purchase items such as : training paddles, pull buoys, water weights, starter systems , etc. to fully exhaust the funds. The grant budget would detail estimates for all of these showing a higher need than what we are asking for.

Thank you for this opportunity to submit a proposal for grant writing to benefit the City of Crete, Crete Wildwood Pool and Crete RipTide Swim Team.

I look forward to hearing from you on proceeding to preparations for the Committee meeting.

Please do not hesitate to contact me with any questions or discussion. I can be reached at any of the following contact information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina Rockenbach', written in a cursive style.

Tina Rockenbach

Jtrock65@gmail.com

402-433-5120

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, Second Session

Feb. 18, 2022 - Bulletin 7



ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 1146:** League opposes bill to change provisions of the Interlocal Cooperation Act
- **LB 949:** Revenue Committee hears bill on special assessments
- **LB 916:** Transportation Committee hears bill on municipal broadband
- **LR 263CA:** Constitutional amendment to end unfunded mandates prioritized
- **LB 983:** Government Committee advances bill on county industrial tracts
- **LB 1008:** League opposes energy bill restricting municipal authority
- **LB 954:** League opposes bill restricting local authority on indoor vaping
- **Check the Legislature's web site** for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

**NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.**

LB 949: Revenue Committee hears bill on special assessments

On Feb. 11, the Revenue Committee heard testimony on a bill designed to encourage property owners to pay any special assessments they may owe.

LB 949, introduced by Henderson **Sen. Curt Friesen** on behalf of the League, requires that every county statement of taxes, other than Douglas County, be required to include notice that special assessments may be due and the property owner should contact the county.

Under current law, property tax statements are sent out in Douglas County for special assessments due for cutting weeds, removing litter and demolishing buildings. In past

years, the League has negotiated with the Nebraska Association of County Officials (NACO) to expand that provision to all counties, but NACO has raised concerns. The language in LB 949 to simply provide a statement that special assessments may be due on the property tax statement was negotiated with NACO.

At the hearing, a **League representative** testified in favor of the bill stating that League members have stressed that collection of special assessments can be difficult and that a reminder on the property tax statement will help with that collection. **NACO** testified in a neutral capacity on the bill. There were no



Sen. Curt Friesen

opponents.

Thanks to Sen. Friesen for introducing this important piece of legislation!

LR 263CA: Constitutional amendment to end unfunded mandates prioritized

Bellevue **Sen. Carol Blood** introduced a constitutional amendment, **LR 263CA**, that prohibits the Legislature from imposing responsibility for any program, or increase the level of service for a current program, after 2022 on any political subdivision unless the political subdivision is fully reimbursed for the cost of the program or the increase in level of service.

Sen. Blood opened on her constitutional amendment by stating that a secret of the Legislature is unfunded mandates on local governments. She talked about Aid to Municipalities being eliminated in 2011

and the Legislature continuing to create new programs that local governments are expected to fund. In addition to the **League**, several testifiers supported the measure including **Sarpy County**, the **Nebraska Association of County Officials**, **Lancaster County**, the **City of Lincoln**, and the **City of Omaha**. The League, along with other supporters, discussed the number of unfunded mandates that currently are imposed on municipalities. Some of the unfunded mandates have been imposed in the last year, including increased training for law enforcement in LB 51 and paying



Sen. Carol Blood

for postcards for joint public hearings under LB 644. There were no

Continued on page 3

LB 983: Government Committee advances bill on county industrial tracts

Last week, the Government Committee heard a bill introduced at the request of the League regarding county industrial tracts. The issue was brought to the League's legislative committees by the City of Columbus. Columbus is concerned about how county industrial tracts are being used and whether the businesses located in these tracts still met the definition of "industrial."

Current law provides that every even-numbered year in March, the county board is required, when requested by a municipality, to review industrial areas in its jurisdiction. If the county board finds during its review that there is a problem with the industrial area designation, the county board gives notice to the property owners of the tracts that there will be a hearing. If after the hearing, the county board finds that the industrial area is no longer suitable for industrial purposes or is being used for non-industrial

enterprises, the county is required to remove the designation as an industrial area from that tract. The concern in Columbus is that the county board in Platte County is reluctant to remove industrial area designations even when the city requests the review and there is evidence presented that activities are occurring that do not meet the definition of "industry."

To address some of the issues Columbus is experiencing, **LB 983**, introduced by Columbus **Sen. Mike Moser**, makes several changes to the county industrial tract statutes including: clarifying that storage of personal property is not included in the definition of industry; changing the process when a municipality asks for a review of the uses of a county industrial tract; requiring the owners of property within the tract to prove that the tract is still being used for industry; and providing that if owners in the industrial tract do not appear at the hearing, the county board is required to remove the industrial area designation.

At the hearing, **Tara Vasicek**, Columbus City Administrator, testified about the importance of the bill to address the concerns they were experiencing. A **League representative** also testified in favor of the bill stressing that the issues addressed in LB 983 were important to municipalities across the state with county industrial tracts. The **Nebraska Association of County Officials** testified in a neutral capacity and



Sen. Mike Moser

there were no opponents to the bill.

Thanks to Sen. Moser for his excellent work on LB 983 and to the City of Columbus for their strong support of the measure. The Government Committee advanced the bill on an 8-0 vote Feb. 15. It is our understanding Sen. Moser will request that this bill be placed on "consent calendar." The League's *Legislative Bulletin* will keep you posted on the progress of this important bill.

LR 263CA

Continued from page 2

opponents to the measure.

This week, Sen. Blood chose LR 263CA as her personal priority bill. The measure was advanced from the Government, Military and Veterans Affairs Committee Feb. 3 on an 8-0 vote. Since this measure has been prioritized, there is a good chance it will be debated on the floor of the Legislature.

Legislative Bulletin produced weekly during session

The *Legislative Bulletin* provides you with up-to-date information about legislative activity for the current week and a glimpse into the next week, is produced weekly during the legislative session.

LB 916: Transportation Committee hears bill on municipal broadband

On Feb. 15, the Transportation and Telecommunications Committee heard testimony on **LB 916**, introduced by Omaha **Sen. Justin Wayne**, which would adopt the Rural Municipal Broadband Access Act designed to create a process for cities of the first class, cities of the second class and villages to provide municipal broadband services if such a city or village is located in an area that doesn't have broadband speeds of at least 100 megabits per

second download and 20 megabits per second upload. Under this bill, the city or village would have to conduct a feasibility study, conduct a hearing and put the measure to a vote of the people. LB 916 was supported by a **League representative** and **Chris Dibbern**, General Counsel for NMPP Energy.

LB 916 was opposed by several associations representing telecommunications carriers.



Sen. Justin Wayne

LB 1008: League opposes energy bill restricting municipal authority

On Feb. 11, the Legislature's Government, Military and Veterans Affairs Committee heard testimony on **LB 1008**, introduced by Thurston **Sen. Joni Albrecht**. According to the introducer, the purpose of the bill is to "allow Nebraskans to continue to choose the fuel of their choice." However, as currently drafted, LB 1008 goes well beyond that intended goal and restricts

municipally owned utilities from disconnecting customers for non-payment, requiring utility deposits and denying connections for unsafe conditions. As written, the bill also limits the ability of a municipality to govern size and location of large propane tanks. LB 1008 was supported by numerous business groups and the natural gas and propane utilities. LB 1008 was op-

posed by a **League representative** who indicated that while the overall goal of the bill might be laudable, the drafting created major seemingly unintended consequences.

The League indicated that it would work with the committee to redraft the bill in a manner that did not harm the ability of a municipality to govern its own utility or regulate safety.

LB 954: League opposes bill restricting local authority on indoor vaping

On Feb. 18, the Legislature's Health and Human Services Committee heard testimony on **LB 954**, introduced by Omaha **Sen. Justin Wayne**. LB 954 would restrict the ability of a municipality to have ordinances more restrictive than the

Clean Indoor Air Act with respect to electronic smoking devices, including the banning of certain methods or flavors. Lincoln and Grand Island currently both have ordinances that ban some vaping activities. LB 954 was supported by the owner of a

business called **Generation V**. LB 954 was opposed by a **League representative**, the **Nebraska Medical Association**, the **Nebraska Heart Association**, **Lancaster County**, and numerous other health and medical-related associations.

LB 1146: League opposes bill to change provisions of the Interlocal Cooperation Act

On Feb. 11, the Government, Military and Veterans Committee held a hearing on **LB 1146**, introduced by Henderson **Sen. Curt Friesen**. LB 1146 would require a vote of the people who reside within the jurisdictions seeking to form a joint agency under the Interlocal Cooperation Act. LB 1146 also would require that the members of board formed under the Act shall be members of the governing boards of the jurisdictions that formed the joint agency. LB 1146 would require a vote of the people of the joint agency for any building or infrastructure projects proposed by the board of the joint agency.

In his opening remarks, Sen. Friesen stated that he would limit the bill to school districts and educational service units (ESUs). He cited examples of what he perceives as potential abuses of the Interlocal Cooperation Act since there have been at least a couple school districts which are going forward with plans to build or expand school buildings even though voters did not approve bonds to do so.

Jason Alexander, Superintendent of Beatrice Public Schools, was joined by **Janet Byars**, a 10-year member of the Beatrice Board of Education, and **Erin Chitwick**, also a Beatrice School Board Member, who explained that following a failed bond election the Board of Education has listened to the concerns of voters and structured a

proposal to work with their ESU to build a school within their current levy authority. **Brandon Lavaley**, Superintendent of Wahoo Public Schools, also explained why his school has proceeded to respond to concerns of citizens while partnering with an ESU to expand current facilities. **Dr. Brenda McNiff** of ESU #5 located in Beatrice described the important role that ESUs play in partnering with school districts.

Although Sen. Friesen stated in his opening remarks that he would limit LB 1146 to school districts, the following organizations joined a **League representative** in opposing the bill: Chris Dibbern, **Nebraska Public Gas Association**; Jack Cheloha, Deputy City Attorney/City Lobbyist, **City of Omaha**; Chris Connelly, Assistant City Attorney, **City of Lincoln**; and Beth Ferrell, Lobbyist, **NACO**.

Testimony in opposition to LB 1146 included provisions in the bill providing that “only members of the governing bodies of the public agencies party to the agreement shall comprise the membership of any such separate legal or administrative entity.” The League representative explained that the Bylaws of the League Association of Risk Management (LARM) state there should be a balance between elected and appointed officials serving on the LARM Board of Directors; it is difficult to recruit elected officials to

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take time away from their full-time jobs in the private sector to participate as a member of an interlocal agency. In addition, there is great value in having a mix of elected officials and appointed officials with various levels of expertise.

Others testifying in opposition to LB 1146 emphasized the cost of having an election to establish an interlocal agency, noting the bill requires the vote occur at the next general election which may not coincide with the need to take action more quickly to address concerns on behalf of the public.

LB 1146 has not been voted out of committee or prioritized at this time.

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, SECOND SESSION

SCHEDULE OF COMMITTEE HEARINGS

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

Tuesday, February 22, 2022

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

LB996	Dorn	Appropriate federal funds to the Department of Health and Human Services for assisted-living facilities
LB1055	McDonnell	Appropriate federal funds to the Department of Health and Human Services for premium pay to front-line nurses
LB1089	Stinner	Appropriate federal funds to the Department of Health and Human Services for licensed and medicaid-certified nursing facilities
LB1269	Murman	Appropriate federal funds to the Department of Health and Human Services for repayment of qualified educational debts owed by certain health professionals
LB1183	Aguilar	State intent to appropriate federal funds for federally qualified health centers
LB1066	Stinner	Appropriate federal funds to the Department of Health and Human Services and the University of Nebraska for behavioral health care services
LB1172	Hilkemann	Appropriate federal funds for rate increases for certain providers of developmental disabilities services

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

LB1187	Flood	Change provisions relating to controllable electronic records in the Uniform Commercial Code
LB1061	Albrecht	Change provisions relating to the board of directors of an insurance corporation
LB948	Wayne	Require insurers to reveal certain liability coverage limits to injured parties
LB1258	Bostar	Adopt the Peer-to-Peer Vehicle Sharing Program Act

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

LB838	Kolterman	AM1889
LB1027	Hunt	Provide for grants to schools that discontinue use of American Indian mascots
LB852	Day	Require behavioral health points of contact for school districts
LB1211	Linehan	Change provisions relating to option enrollment for students
LB1212	Linehan	Change provisions relating to individualized education plans under the Special Education Act

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

LB1105	Day	Provide for Autism Awareness Plates
LB1149	Friesen	Change registration fees for motor vehicles powered by alternative fuel

Tuesday, February 22, 2022 (cont.)

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

LB1108	Day	Provide certain sanitary and improvement districts the power to regulate the discharge of fireworks
LB726	Hansen, M.	Change provisions relating to sanitary and improvement districts
LB727	Hansen, M.	Change provisions relating to the board of trustees of a sanitary and improvement district
LB821	Hansen, M.	Adopt the Aid to Municipalities Act
LB1118	Wayne	Provide for election of airport authority board in a city of the metropolitan class
LB1119	Wayne	Change powers of an airport authority created by a city of the metropolitan class

Wednesday, February 23, 2022

Appropriations Room 1003 - 1:30 p.m.

LB1267	Vargas	Appropriate federal funds for health equity liaisons for various state commissions
LB760	Dorn	Appropriate federal funds to the Department of Health and Human Services for grants to licensed emergency medical services programs
LB1194	McDonnell	Appropriate federal funds to the Public Service Commission for public safety answering points and cloud-based software services to process 911 emergency calls
LB1199	McDonnell	Appropriate federal funds to the Department of Administrative Services for the Chief Information Officer to provide radios to volunteer departments
LB1257	Bostar	Appropriate federal funds to the Department of Transportation for grants for electric vehicle direct-current fast charging stations

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

Appointment		Ashford, Ann - Nebraska Accountability and Disclosure Commission
LB793	McCullister	Provide for ranked-choice voting for certain city and village offices
LB794	McCullister	Provide for nonpartisan election of the State Treasurer and Auditor of Public Accounts

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

Appointment		Mentink, Linda - Commission for the Blind and Visually Impaired
Appointment		Livingston, Cheryl - Commission for the Blind and Visually Impaired
Appointment		Wiener, Richard L. - Foster Care Advisory Committee
Appointment		Williams, Peggy A. - Commission for the Deaf and Hard of Hearing
LB710	McCullister	Change provisions relating to federal Supplemental Nutrition Assistance Program eligibility
LB1107	Day	Change provisions relating to provider reimbursement for an absent child under the federal Child Care Subsidy program

Wednesday, February 23, 2022 (cont.)

Judiciary

Room 1113 - 1:30 p.m.

LB907	DeBoer	Adopt the Uniform Community Property Disposition at Death Act and change provisions relating to court jurisdiction
LB1260	DeBoer	Change provisions relating to the Public Guardianship Act
LB1275	Groene	Adopt the Medicinal Cannabis Act

Natural Resources

Room 1525 - 1:30 p.m.

Appointment		Strommen, Paul E. - Nebraska Oil and Gas Conservation Commission
Appointment		Juelfs, Dallen R. - Nebraska Oil and Gas Conservation Commission

Revenue

Room 1524 - 1:30 p.m.

LB1264	McDonnell	Change provisions relating to inheritance taxes, sales and use taxes, and income taxes
LB827	Lindstrom	Provide income tax deductions for the cost of certain property and for certain research or experimental expenditures
LB936	Bostar	Change provisions relating to the taxation of nonresident income
LB984	Moser	Change sales and use tax collection fees
LB1005	DeBoer	Change notice provisions relating to treasurer's tax deeds
LB1168	Linehan	Provide an income tax deduction for the costs of medical care

Thursday, February 24, 2022

Appropriations

Room 1003 - 1:30 p.m.

LB1167	Flood	Appropriate federal funds to the Department of Economic Development for internships and expanding and retaining Nebraska's workforce
LB1072	McDonnell	Appropriate federal funds to the Department of Economic Development for a financial success program
LB1063	Morfeld	Appropriate federal funds to the Department of Labor to increase the number of apprentices and provide premium pay
LB1206	Kolterman	Appropriate federal funds to the Board of Trustees of the Nebraska State Colleges for infrastructure, technology, and equipment

Executive Board

Room 1525 - 12:00 p.m.

LR159	Blood	Request the Executive Board to appoint an AltEn LLC, Ethanol Plant Special Investigative and Oversight Committee
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Government, Military and Veterans Affairs

Room 1507 - 1:30 p.m.

LB965	Bostar	Change the day the state observes Arbor Day
LB1077	Hansen, B.	Prohibit public schools, public postsecondary institutions, and governmental entities from training or teaching certain concepts relating to race and sex and provide for withholding of state funds

Thursday, February 24, 2022 (cont.)

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

LB1129	Morfeld	Provide free contraceptives for women as prescribed
LB716	Hunt	Allow qualified practitioners to perform abortions

Judiciary Room 1113 - 1:30 p.m.

LB781	Slama	Adopt the Heartbeat Act
LB933	Albrecht	Adopt the Nebraska Human Life Protection Act
LB1086	Geist	Adopt the Chemical Abortion Safety Protocol Act

Revenue Room 1524 - 1:30 p.m.

LB687	Blood	Adopt the Property Tax Circuit Breaker Act
LB784	Groene	Change provisions relating to a property tax exemption for hospitals
LB1020	Brewer	Change homestead exemption provisions relating to application requirements for certain veterans
LB1080	Sanders	Change homestead exemption provisions relating to qualifications, application requirements, and penalties
LB995	Linehan	Limit the total amount reimbursed by the state for homestead exemptions

Friday, February 25, 2022

Appropriations Room 1003 - 1:30 p.m.

LB867	Morfeld	Appropriate federal funds to the Department of Health and Human Services for Health Aid
LB1221	Morfeld	Appropriate federal funds to the Department of Health and Human Services for remdesivir for patients suffering from COVID-19
LB959	McCullister	Appropriate federal funds to the Department of Health and Human Services for the statewide designated health information exchange
LB1075	Stinner	Appropriate federal funds to the Department of Health and Human Services for technology that will support statewide pediatric mental health services
LB1076	Stinner	Appropriate federal funds to the Department of Health and Human Services to develop software to streamline coordination of care for children with medically complex conditions
LB1254	Hansen, B.	Appropriate federal funds to the Department of Health and Human Services for services relating to youth who have aged out of the foster care system

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

LB1134	Morfeld	Prohibit use of public resources by a board member or employee of an electric cooperative corporation under the Nebraska Political Accountability and Disclosure Act
LB1139	Hansen, M.	Prohibit certain corporations from making contributions or expenditures or providing personal services under the Nebraska Political Accountability and Disclosure Act

Friday, February 25, 2022 (cont.)

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

LB885	Cavanaugh, M.	Require implicit bias training for certain applicants and credential holders under the Uniform Credentialing Act
LB1106	Day	Change provisions of the Mental Health Practice Act

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

LB772	Day	Prohibit certain providers of health care and medical services from taking certain debt collection actions against victims of sexual assault, domestic assault, and child abuse
LB909	McDonnell	Authorize mental health professionals and practitioners to take persons into emergency protective custody and provide for a training and certification process
LB1009	Brandt	Adopt the Domestic Abuse Death Review Act
LB1171	Sanders	Provide for the clerk of the district court to serve as the ex officio jury commissioner in all counties and change provisions relating to compensation
LB1216	Cavanaugh, M.	Change provisions relating to appointment of guardians and conservators

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

LB881	McKinney	Provide a sales tax exemption for feminine hygiene products and require detention facilities to provide feminine hygiene products to prisoners free of charge
LB941	Slama	Provide a sales and use tax exemption for net wrap
LB944	McCollister	Change the sales tax rate imposed on the furnishing of electricity service
LB1097	Halloran	Change sales tax provisions relating to motor vehicle towing
LB1225	Wayne	Eliminate the franchise tax and require financial institutions to pay the corporate income tax
LB1209	Linehan	Change sales tax provisions relating to purchasing agents

**NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, SECOND SESSION**

TENTATIVE SCHEDULE OF COMMITTEE HEARINGS

Monday, February 28, 2022

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

LB696	Blood	Appropriate federal funds to the State Department of Education for school employee retention payments
LB1085	Pansing Brooks	Appropriate federal funds to the State Department of Education for career and technical educational student organizations
LB1182	Pansing Brooks	Adopt the School Employees Pandemic Protection Act and state intent regarding federal funds
LB1198	McDonnell	Appropriate federal funds to the State Department of Education to provide grants to nonprofit organizations providing programming for mentorship, career exploration, and access to job readiness or postsecondary education
LB1220	Morfeld	Appropriate federal funds to the State Department of Education for premium payments for teachers working in underserved communities
LB1240	Albrecht	Appropriate federal funds to the State Department of Education to provide family-directed education recovery accounts for low-income children and families
LB1217	Walz	Appropriate federal funds to the Department of Administrative Services for incentive payments to eligible school employees

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

LB689	Blood	Change provisions relating to fees in the Nebraska Uniform Limited Liability Company Act
LB718	Morfeld	Provide requirements for cost-sharing and coverage relating to health care benefits and pharmacy benefit managers
LB1188	Flood	Adopt the Uniform Personal Data Protection Act

**Business and Labor
Room 1003 - 1:30 p.m.**

LB1083	Business and Labor	Provide for payment of claims against the state
LB1084	Business and Labor	Deny claims against the state
LB1130	Morfeld	Require data sharing and execution of agreements with the Nebraska Statewide Workforce and Education Reporting System by various state departments
LB815	McKinney	Adopt the Diaper Changing Accommodation Act
LB1140	Hansen, M.	Change provisions relating to withholding of wages for health and human services agencies and associations
LB834	Hunt	Redefine a term under the Wage and Hour Act
LB1029	Hunt	Prohibit harassment by certain employers and provide an unlawful employment practice for a covered entity under the Nebraska Fair Employment Practice Act

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

LB1034	Pahls	Provide for designation of progress schools and progress plans and state intent to appropriate federal funds
LB1251	Hansen, B.	Adopt the Equal Opportunity Scholarship for Students with Special Needs Program Act and change provisions relating to the distribution of lottery funds

Monday, February 28, 2022(cont.)

LB1179	Groene	Adopt the Classroom Safety Intervention and Behavioral Awareness Training Act
LB912	Morfeld	Provide for mental health first aid training for school districts and change provisions relating to the use of lottery funds

General Affairs Room 1510 - 1:30 p.m.

LB1268	Bostar	Remove the prohibition that a lottery ticket cannot be sold through a vending or dispensing device under the State Lottery Act
LB1109	Murman	Provide for the issuance of a liquor license to the spouse of a law enforcement officer
LB1239	Vargas	Change and eliminate provisions relating to liquor and agreements between manufacturers and wholesalers and beer suppliers and beer wholesalers

Tuesday, March 1, 2022

Appropriations Room 1524 - 1:30 p.m.

LB1161	Wishart	Appropriate federal funds to the State Department of Education for programs and interpreters that provide services to students who are deaf or hard of hearing
LB1162	Wishart	Appropriate federal funds to the Commission for the Deaf and Hard of Hearing to support in-person interpreting in rural areas and legal communication access
LB1087	Stinner	Appropriate federal funds for Aid to Community Colleges for dual enrollment
LB1079	Hansen, B.	State intent to appropriate federal funds for disbursement to Nebraska residents as prepaid debit cards
LB1131	Morfeld	State intent to appropriate federal funds for bonus payments for teachers, child care workers, and health care workers
LB1138	Vargas	Appropriate federal funds to the Department of Health and Human Services for local public health departments
LB1203	Briese	Appropriate federal funds for child care programs

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

LB715	Hunt	Eliminate the prohibition regarding publicly funded insurance coverage for abortion and repeal the Mandate Opt-Out and Insurance Coverage Clarification Act
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Education Room 1525 - 1:30 p.m.

LB1078	Hansen, B.	Prohibit possession of personal electronic devices by students in public school classrooms
LB711	Hughes	Change provisions relating to the sale of educational land
LB1157	Linehan	Require the State Department of Education to submit reports on federal funds
LR278CA	Linehan	Constitutional amendment to eliminate the State Board of Education and provide for the Governor to appoint the Commissioner of Education
LB1143	Linehan	Require approval by the voters of a school district or educational service unit for the issuance of certain bonds under the Interlocal Cooperation Act

Wednesday, March 2, 2022

**Appropriations
Room 1003 - 1:30 p.m.**

LB1141	Vargas	Appropriate federal funds to the Commission on Public Advocacy for legal representation for indigent clients
LB1002	McDonnell	Appropriate federal funds to the Department of Health and Human Services for low-income home energy assistance
LB1052	Cavanaugh, J.	Appropriate federal funds to the Department of Health and Human Services for the Nebraska Homeless Assistance Program
LB1159	Wishart	Appropriate federal funds to the Department of Health and Human Services for a model system of care
LB1201	DeBoer	Appropriate federal funds to the Department of Health and Human Services for grants to nonprofit organizations providing food assistance
LB1193	McDonnell	Provide limitations regarding federal funds appropriations relating to the federal Consolidated Appropriations Act, 2021, and the federal American Rescue Plan Act of 2021

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

LB1181	Groene	Change provisions relating to required identification documents for registering to vote and voting and procedures for early voting
LB1123	Erdman	Change procedures for counting ballots under the Election Act
LB1121	Albrecht	Require inspection of vote counting devices under the Election Act

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

LB859	Clements	Require city-county health departments to obtain approval for directed health measures
LB963	Murman	Adopt the Medical Ethics and Diversity Act

Briefing by the Department of Health and Human Services on the Heritage Health Procurement

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

LB828	Briese	Prohibit manipulation of elections under the Election Act and provide a penalty
LB829	DeBoer	Change provisions relating to offenses against animals
LB851	Wishart	Change enforcement procedures and redefine terms related to certain crimes involving animals
LB903	Bostar	Change provisions relating to criminal privacy violations and prohibit spying by unmanned aircraft
LB990	Hansen, B.	Create the offense of stolen valor and provide a penalty
LB994	Lathrop	Change provisions relating to sale of catalytic converters to secondary metals recyclers and change a penalty

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

LB972	Hansen, M.	Change provisions relating to agricultural or horticultural land receiving special valuation
LB1115	McKinney	Require the development of certain property in order for the property to retain its property tax exemption
LB1250	Hansen, B.	Change provisions relating to joint public hearings and postcards under the Property Tax Request Act

Thursday, March 3, 2022

**Appropriations
Room 1003 - 1:30 p.m.**

LB1160	Wishart	Appropriate federal funds to the Department of Environment and Energy for reverse osmosis systems
LB1248	Hansen, B.	Appropriate federal funds to the Department of Environment and Energy for a municipal water treatment plant
LB1191	Brewer	Appropriate federal funds to the Commission on Indian Affairs to improve tribal-owned community drinking water
LB1196	McDonnell	Appropriate federal funds to the Department of Economic Development for lead service line replacements for a utilities district
LB1048	Blood	Appropriate federal funds to the University of Nebraska to evaluate the chemicals released and pollution caused by ethanol production facilities
LB1255	Bostar	Appropriate federal funds to the University of Nebraska for an updated climate change report

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

LB692	Blood	Prohibit causing sexual contact when a condom has been removed without consent
LB1000	Hansen, B.	Change provisions relating to child abuse and neglect under the Child Protection and Family Safety Act and the Nebraska Juvenile Code
LB1223	Hansen, M.	Require reimbursement for lodging certain defendants in county jails and require state hospitals to maintain beds for certain patients

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

LB979	McCollister	Adopt the Remanufacturing Pilot Project Act and provide income tax credits
LB982	Hilkemann	Adopt the Education Savings Account Act and provide income tax adjustments
LB1039	McDonnell	Provide for state reimbursement of certain annual costs under the Firefighter Cancer Benefits Act
LB1261	Murman	Change limitations on tax credits under the Nebraska Advantage Rural Development Act

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, Second Session

Feb. 25, 2022 - Bulletin 8



ITEMS OF INTEREST TO MUNICIPALITIES

- **Senator, Committee, Speaker Priority Bills selected**
- **LB 1241: Law enforcement reciprocity bill advanced to Select File**
- **LB 984: Bill changing sales and use tax collection fees heard by Revenue Committee**
- **LB 821: Urban Affairs Committee hears testimony on bill to adopt the Aid to Municipalities Act**
- **LB 809: League-supported bill named as Natural Resources Committee Priority. Amendment could include another League-supported bill**
- **Check the Legislature's web site** for more information about your state Senators and the session. The web site address is <http://nebraskalegislature.gov/web/public/home>.

**NOT ALL ITEMS OF INTEREST ARE INCLUDED ON THIS LIST.
ALSO SEE THE REMAINDER OF THE LEGISLATIVE BULLETIN.**

LB 821: Urban Affairs Committee hears testimony on bill to adopt the Aid to Municipalities Act

LB 821, introduced by **Sen. Matt Hansen** of Lincoln, adopts the Aid to Municipalities Act. Under the Act, municipalities will be eligible to apply for state aid in the form of grants which may be used to assist in funding a variety of municipal infrastructure projects.

The **League** testified during a public hearing before the Urban Affairs Committee in strong support of the bill and gave a brief history of state aid to municipalities. History reaching back more than 50 years shows that state aid has never been a gift from the State of Nebraska to local governments to subsidize local

governments. It has been a part of a commitment to reimburse local governments – at least partly – for the property tax base lost because of exemptions granted by past Legislatures. The Legislature eliminated aid to municipalities in 2011 because of a state budget crisis at the time. When the aid was cut, it was at a little over \$11 million.

In addition to support from League representatives, the **City of Omaha** testified in support of the bill. Thanks to Sen. Hansen for introducing this important piece of legislation.



Sen. Matt Hansen

LB 984: Bill changing sales and use tax collection fees heard by Revenue Committee

LB 984, introduced by **Sen. Mike Moser** of Columbus, proposes to raise the amount businesses receive for collecting and remitting sales and use taxes. Currently, the amount retained per business location is 2.5 percent of the first \$3,000 in sales and use tax collected. This equates to a maximum of \$75 per month (\$900 per year). LB 984 raises the maximum to 2.5 percent of the first \$6,000. This equates to a maximum of \$150 per month (\$1,800 per year).

The **Nebraska Retail Association**, **Nebraska Grocery Association** and others testified in support of the bill citing that the amount retailers

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collect has not increased in 20 years. They also discussed the increase in the amount of fees charged by credit card companies such as Visa for each transaction.

The **League** testified in opposition to the bill, citing the loss of revenue to any municipality that has a local option sales tax. For example, the

City of Omaha alone estimated more than \$800,000 in lost revenue under the provisions of LB 984. The League offered an amendment, which if adopted would move the League's position to neutral, that would retain the current provisions that allow a business to retain 2.5 percent of the first \$3,000 in state and local option sales tax collected but on the next \$3,000 collected, only the state sales tax will be retained.

Sen. Moser has prioritized LB 984 and it is expected to be debated on the floor of the Legislature later in the session.

LB 809: League-supported bill named as Natural Resources Committee Priority. Amendment could include another League-supported bill, LB 924

LB 809 was designated as one of the Natural Resources Committee's priority bills, greatly enhancing the bill's chance of being debated and adopted this year. LB 809, introduced by Columbus **Sen. Mike Moser**, was supported by the **League**. LB 809 would amend the State Drinking Water Revolving Fund. LB 809 would make the following changes:

- Allows the Drinking Water Revolving Fund to buy or refinance the debt obligation of a municipality or public water supply system.
- Increases the allowable amount of grant and loan forgiveness from the Drinking Water Revolving Fund from 50 percent to 75 percent of eligible project costs for a municipality or public water supply system serving

10,000 persons or fewer.

- Authorizes agreements from the Drinking Water Revolving Fund with all municipalities or public water systems to provide grants and loan forgiveness for up to 75 percent of eligible project costs, concurrent with loans to public water systems for lead service line replacement projects in accordance with all federal regulatory and statutory provisions.

Also, the Natural Resources Committee introduced an amendment, AM2004, that would amend LB 809 to include **LBs 924, 803 and 978** into the bill.

LB 924, introduced by Gordon **Sen. Tom Brewer**, was supported by the League. LB 924 would amend the Waste Reduction and Recycling Incentive Fund to expand an eligible

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use of the fund to allow grants for reimbursement of costs to cities of the first class for the deconstruction of abandoned buildings. Eligible deconstruction costs must be related to the recovery and processing of recyclable or reusable material from the abandoned buildings. The Waste Reduction and Recycling Incentive Fund is funded by the \$1.25 per ton landfill fee and a \$25 business fee. This specific use is currently limited to cities of the second class and villages.

Legislative hot line offered during session

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

Hot line staff will answer questions about the status of bills or requests for information. The service also is offered to any person who is hearing impaired and/or

speech impaired. Before 8 a.m., or after 5 p.m. during the week and on weekends and state holidays, callers will hear a recorded message of the next legislative day's agenda. Legislative hot line numbers are: Lincoln - 402-471-2709; Other areas in Nebraska - 800-742-7456.

Limited copies of bills or legislative journals can be obtained in the bill room, or they may be ordered through a 24-hour request line by calling 402-471-2877. Callers are asked to provide the bill numbers of the legislation they wish to receive.

LB 1241: Law enforcement reciprocity bill advanced to Select File

Thanks to Omaha **Sen. Steve Lathrop**, Chair of the Judiciary Committee, for doing such a great job explaining **LB 1241** and the Standing Committee Amendment, which was adopted before the bill was advanced to the next stage of consideration with 45 ayes, 0 nays, 2 present and not voting and 2 excused and not voting.

Sen. Lathrop stated that provisions of LB 1270, Sen. Clements incentive pay bill, will be offered as an amendment to LB 1241 on Select File. **Thanks again to Sen. Lathrop for introducing LB 1241 and Speaker Mike Hilgers and Sen. Patty Pansing Brooks for co-sponsoring the bill. We appreciate Sen. Wendy DeBoer for selecting LB 1241 as her personal priority bill to assure consideration of the legislation this session.**



Sen. Steve Lathrop



Speaker Mike Hilgers



Sen. Patty Pansing Brooks



Sen. Wendy DeBoer

Nebraska Legislature's website offers feature to find your Senator and District on updated maps

Lawmakers in September approved bills that established new district boundaries for several Nebraska governmental bodies for the next 10 years.

Those changes are reflected on the

Legislature's website under the "Find your Senator and District" feature at https://nebraskalegislature.gov/senators/senator_find.php.

You only need to type in your

street address, city and zip code for the name, photo and district number of your state Senator to appear on the computer. ■

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, SECOND SESSION

SCHEDULE OF COMMITTEE HEARINGS

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

Monday, February 28, 2022

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

LB696	Blood	Appropriate federal funds to the State Department of Education for school employee retention payments
LB1085	Pansing Brooks	Appropriate federal funds to the State Department of Education for career and technical educational student organizations
LB1182	Pansing Brooks	Adopt the School Employees Pandemic Protection Act and state intent regarding federal funds
LB1198	McDonnell	Appropriate federal funds to the State Department of Education to provide grants to nonprofit organizations providing programming for mentorship, career exploration, and access to job readiness or postsecondary education
LB1220	Morfeld	Appropriate federal funds to the State Department of Education for premium payments for teachers working in underserved communities
LB1240	Albrecht	Appropriate federal funds to the State Department of Education to provide family-directed education recovery accounts for low-income children and families
LB1217	Walz	Appropriate federal funds to the Department of Administrative Services for incentive payments to eligible school employees

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

LB689	Blood	Change provisions relating to fees in the Nebraska Uniform Limited Liability Company Act
LB718	Morfeld	Provide requirements for cost-sharing and coverage relating to health care benefits and pharmacy benefit managers
LB1188	Flood	Adopt the Uniform Personal Data Protection Act

**Business and Labor
Room 1003 - 1:30 p.m.**

LB1083	Business and Labor	Provide for payment of claims against the state
LB1084	Business and Labor	Deny claims against the state
LB1130	Morfeld	Require data sharing and execution of agreements with the Nebraska Statewide Workforce and Education Reporting System by various state departments
LB815	McKinney	Adopt the Diaper Changing Accommodation Act
LB1140	Hansen, M.	Change provisions relating to withholding of wages for health and human services agencies and associations
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Room 1510 - 1:30 p.m.**

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LB1109	Murman	Provide for the issuance of a liquor license to the spouse of a law enforcement officer
LB1239	Vargas	Change and eliminate provisions relating to liquor and agreements between manufacturers and wholesalers and beer suppliers and beer wholesalers

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

Appointment	Muotri, Alysson - Stem Cell Research Advisory Committee
Appointment	Wells, Roger D. - Nebraska Rural Health Advisory Commission
Appointment	Bazata, Claire C. - Nebraska Child Abuse Prevention Fund Board
Appointment	Schroeder, Rebecca A. - Nebraska Rural Health Advisory Commission
Appointment	Hunt, Cherlyn - Nebraska Rural Health Advisory Commission
Appointment	Harrison, Jeffrey D. - Nebraska Rural Health Advisory Commission

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LB692	Blood	Prohibit causing sexual contact when a condom has been removed without consent
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