

Finance Committee Meeting
Tuesday, July 19, 2022 5:00 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.

2. Roll Call

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

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Provide a recommendation to the City Council on approving the city's share of financial support for Saline County Aging Services in the amount of \$8,007.
- 3.B. Discuss entering into a lease agreement with Nextlink for water tower access.
- 3.C. Discuss an agreement(s) with SCAT for the next year.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, 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.

5. 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.



July 7, 2022

Dear Crete Council Members:

First of all...Always thank you for your time and your continued support! This last year was a year of trying to get back to normalcy!

We started our Social programs back up. The year started with a hard task of getting Seniors comfortable with coming back out after the long continuing battle with CoVid. We hosted some fun events such as Music Bingo and Yesterday's Lady. Also some informative presentations such as the Attorney General's office discussing scams, Aging Partner's, a legal clinic by the Aging Partner's Lawyer. We hosted a Caregiver Outreach on Alzheimer's Disease and Caregiving First Aid. We continue to provide Feed America, Home delivered meals and monthly meat packages.

We have been very busy this year with a growing need of Senior support for Medicare, Social Security and Medicaid counseling. This fall we helped Saline County Seniors save approximately \$75,000 during Medicare D Open Enrollment! We continued to go remotely to the Saline Cities and Villages and the numbers grew!!

This year I was able to obtain a grant through Aging Partner's to start a Hispanic Outreach Program in Crete at the Community Center. Along side with Nance Tellez, I hired an interpreter/program manager and we meet every 2nd and 4th Thursday of the month, providing counseling, lunch, presentations, social events and presentations. Serving the Hispanic Seniors in Saline County has been an underserved area and we are very excited about this opportunity!!!

I am slightly increasing our funding request this year by \$.20/Capita. I am truly grateful for your assistance and would not be able to make as big an impact without your assistance!!

THIS YEAR WE ARE ASKING CRETE FOR FINANCIAL SUPPORT IN THE AMOUNT OF \$8007.00.

If you have any questions regarding our request or services, please do not hesitate to call.

Yours in Service,

A handwritten signature in black ink, appearing to read "Lori Moldenhauer".

Lori Moldenhauer, Director,
Saline County Aging Services



To maintain the level of services currently available to Saline County residents, the Saline County Aging Services Coalition is requesting local support. We are asking for a \$.20 increase to assist in covering growing expenses. Each town will be requested to allocate \$7.85 for each elderly citizen residing in their census area. The County will be asked to allocate the same rate for each rural citizen that resides in the County outside the census areas of the towns.

PROPOSAL –2022/2023

7.85Location	Total Pop	Aged 60+	% Pop 60+	Per Capita 60+	Total Amount
County Residents	2,824	701	24.8	\$7.85	\$5,502.85
Crete	6960	1020	14.7	\$7.85	\$8007.00
DeWitt	513	114	22.2	\$7.85	\$894.90
Dorchester	586	111	18.9	\$7.85	\$871.35
Friend	1027	325	31.6	\$7.85	\$2551.25
Swanton	94	21	22.3	\$7.85	\$164.85
Tobias	106	36	34	\$7.85	\$282.60
Western	235	74	31.5	\$7.85	\$580.90
Wilber	1855	403	21.7	\$7.85	\$3163.55
City/Town/ Village/County Totals	14,200	2805	19.8	\$7.85	\$22019.25



TOWER SITE LEASE AGREEMENT AND ACCESS EASEMENT

This Tower Site Lease Agreement and Access Easement (“Agreement”) is made to be effective this 14th day of December 2021 (“Effective Date”), by and between The City of Crete (“Landlord”), and AMG Nebraska ISP, LLC., a Nebraska limited liability company.

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

1. **Tower.** Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink and Nextlink leases from Landlord the rights to non-exclusively utilize the Landlord’s tower located at:
 - SE corner of Betten Dr and E 29th St, Crete, NE 68333(the “Site Location”) and described on Exhibit “A” attached hereto (the “Structure”) and incorporated herein by reference, subject to any and all existing easements on which a Tower structure along with directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord together with a non-exclusive easement for reasonable access to the Tower and for adequate utility services, including sources of electric utilities incorporated herein by reference (collectively, the Site Location, the Structure, the access easement and the utility services are referred to herein as (the “Tower”).
2. **Rent.** As consideration for this Agreement, Nextlink shall provide Landlord an annual payment of one thousand eight hundred dollars (\$1800.00) and one (1) free internet connection (highest residential plan available) for the life of this Agreement. Installation, required equipment, and service maintenance will be provided by Nextlink at no charge. Such services shall commence upon completion and activation of the Antenna Facilities. Service location must be within range of the Antenna Facilities.
3. **Governmental Approval Contingency.** Nextlink’s right to use the Leased Premises is expressly contingent upon its obtaining all the certificates, permits, licenses, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any certificate, permit, license or other approval is finally rejected, is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority so that Nextlink, in its sole discretion, determines that it will be unable to use the Leased Premises for the Intended Use (defined below), Nextlink shall have the right to terminate this Agreement.
4. **Term and Renewals.**

Initial Term. The “Initial Term” of this Agreement shall commence on the Effective Date and expire at the end of the 60th full month of this Agreement; provided, however, Nextlink’s Rent obligations shall commence as set forth in Section 2 above.

Renewal. Subject to the terms and conditions of this Agreement, Nextlink shall have the right to extend this Agreement for three (3) sixty (60) month renewal periods (each, a “Renewal Term”) commencing on the first day of the month following the expiration date of the Initial Term or prior Renewal Term. This Agreement shall be automatically renewed for each Renewal Term of sixty (60) months unless Nextlink sends written notice of non-renewal to opposing party no later than thirty days (30) prior to the expiration of the Initial Term or prior Renewal Term. Any additional Renewal Terms beyond the third Renewal Term shall require a mutual agreement in writing signed by Landlord and Nextlink.

5. **Nextlink's Use of Leased Premises.** Nextlink shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities, and related equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public (the "Intended Use"). Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and all applicable FCC rules and regulations. Nextlink's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage to the Leased Premises or Landlord's adjoining property caused by Nextlink or its contractors during installation or operations of the Antenna Facilities shall be repaired by and at Nextlink's expense within thirty (30) days after notification of such damage by Landlord. The Antenna Facilities shall remain the exclusive property of Nextlink throughout the term of this Agreement. Nextlink shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of Landlord's adjoining property. Nextlink, at all times during this Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities.
6. **Insurance and General Liability.** Nextlink must maintain "occurrence" form comprehensive general liability coverage during the Initial Term and any Renewal Terms of this Agreement. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Said coverage must have limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep in force during the Initial Term and any Renewal Terms of this Agreement a policy covering damages to its property at the Leased Premises. The amount of the property insurance shall be sufficient to replace the damaged property, including loss of use, and shall contain ordinance and law coverage.
7. **Agreement Termination.** Except as Set forth in Section 3 hereof (for which no notice is required), this Agreement may be terminated by Nextlink upon sixty (60) days written notice to Landlord. In the event that this Agreement is terminated or not renewed, Nextlink shall have ninety (90) days from the termination or expiration date to remove its Antenna Facilities and related equipment from the Leased Premises and to repair and restore the surface of the Site Location to its original state.
8. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement that is not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, venue for any litigation thereafter shall lie in the district courts of the State of Nebraska. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):
- | | |
|------------------------------------|---------------------------------------|
| If to Landlord, to: Thomas Wurtele | If to Nextlink, to: Nextlink Internet |
| 141 S 66 th Rd | 95 Parker Oaks Ln. |
| Nebraska City, NE 68410 | Hudson Oaks, TX 76087 |
| | ATTN: David Law |
9. **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind except as set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be construed in accordance with the laws of the State of Nebraska.
10. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

11. **Binding Effect.** This Agreement shall run with the Leased Premises. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Nextlink may file a Memorandum of Lease in the county where the Leased Premises are located.
12. **Payment of Utilities.** Landlord shall provide connections for the consumption of electrical and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.
13. **Priority Customer Service.** For immediate service regarding your internet service/connection call **817-752-5558**. For contract questions please call **(682) 204-5050** or email **towerhost@team.nxlink.com** messages and Emails will be reviewed Monday Friday 8am-5pm, responses will be returned within 2 business days.
14. **Indemnification.** Nextlink shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising out of Tenant's use of the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

<p>LANDLORD</p> <p>By _____</p> <p style="padding-left: 40px;">City of Crete</p> <p>By _____</p>	<p>NEXTLINK;</p> <p>AMG Nebraska ISP, LLC., an Iowa limited liability company</p> <p>By _____</p> <p style="padding-left: 40px;">David Law – VP of Field Operations</p>
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Exhibit "A"

Legal Description of Landlord's Property

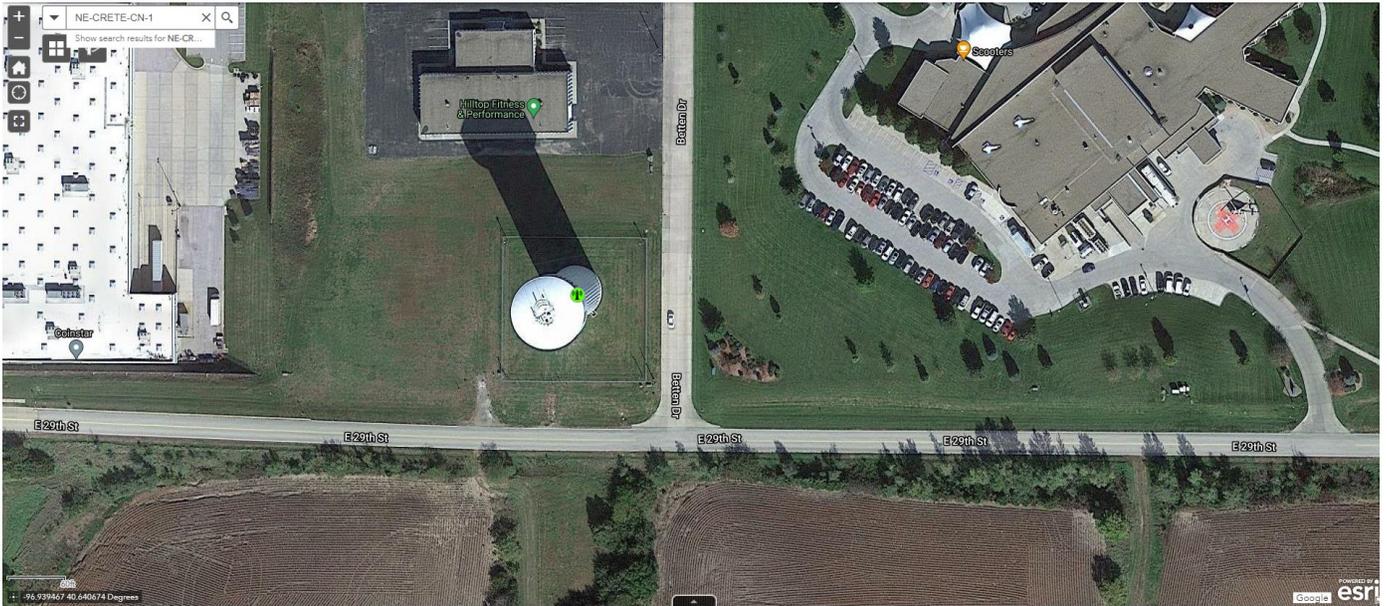
[from deed into Landlord]

Parcel ID 760137218 Links Photo #1 Map Number 3689-23-0-00000-000-0036 Cadastral # 003-036-0040 Current Owner THE CITY OF CRETE Mailing Address 243 EAST 13TH STREET CRETE, NE 68333- Situs Address CRETE PRCT Tax District 5 Tax ID 003-036-0040 School District CRETE 2 Neighborhood 1950 Property Class Exempt Lot Width x Depth Legal Description CRETE PRCT PT SE 1/4 SE 1/4 SEC. 23-8-4 .72A (ICL)

Exhibit “B”

Site Location Description

The Site consists of the water tower and equipment shelter to be located at the SE corner of Betten Dr and E 29th St, Crete, NE 68333 (40.640145, -96.937437). Approximate tower location is indicated by green pin shown in the Arc GIS image.





SALINE COUNTY AREA TRANSIT

P.O. Box 412

Western, NE 68464

Phone/Fax: (402) 433-4511

June 3, 2022

Crete City Hall
241 East 13th Street
P.O. Box 86
Crete, NE 68333

Dear Mayor Bauer and Crete Council,

Attached is a copy of the Budget Summary for fiscal years 2022 and 2023. Also attached is a funding chart that shows each town's share of the local matching funds. Note that although the Summary reflects a two-year budget as is now required by Nebraska Dept of Transportation, the funding chart is only allocating local match for one year (half of the total local match on line 14). Please use the funding chart as the invoice for Crete. It reflects \$8,382 for county service and \$17,248 for city service, totaling \$25,630.

It was another difficult year to assure health safety for passengers and staff while dealing with Covid 19 under continuously changing information and CDC recommendations and requirements. As the covid 19 pandemic is seemingly subsiding, SCAT is no longer mandated to require masks be worn by all drivers and passengers. All routes are in service.

For fiscal year 2021, over 8800 trips were provided and more than 79,000 miles were driven. At three quarters into fiscal year 2022, we are on schedule to provide approximately 11,000 boardings and only slightly more miles.

SCAT strongly encourages communities to make known any transportation needs that are going unmet. We are interested in seeking out opportunities to meet your needs.

Please contact me if the Council would like me to present an annual report so we may set a convenient meeting date.

Regards,

Scott Bartels
Director

Summary Page



5311 Funding Application
for Public Transportation Operating Assistance
Fiscal Year: 2021-2023



For any questions please email : marisue.wagner@nebraska.gov

Federal Reimbursement Calculation

1	Operating Costs (total from Page 3)	\$	298300
2	Project Income (From above)	\$	28800
3	Estimated Net Operating Deficit (Line 1 minus Line 2)	\$	269500
4	Federal Funds Requested (50% of Line 3)	\$	134750
5	Remaining Net Deficit (Line 3 minus Line 4)	\$	134750

State Reimbursement Calculation - Operating Costs

6	State Funds Requested (50% of Line 5)	\$	67375
7	Local Matching Funds Required (Line 3 minus Line 4 minus Line 6)	\$	67375

Federal Reimbursement Calculation - Non-Operating Costs

8	Non-Operating Costs (Total from Page 4)	\$	398125
9	Federal Funds Requested (80% of Line 8)	\$	318500

State Reimbursement Calculation - Non-Operating Costs

10	State Funds Requested (10% of Line 8)	\$	39813
11	Local Matching Funds Required (Line 8 minus Line 9 minus Line 10)	\$	39812

Funds By Source

12	Federal	\$	453250
13	State	\$	107188
14	Local Match	\$	107187

Local Matching Funds Source

In kind parking in Crete, Snow removal in Western, Saline County Area Transit, Saline County and all towns within the county, DHHS,

Authorized By: Scott Bartels

Authorized Date: 02/23/2021

Saline County Area Transit
Town Allocations
Fiscal Year 2023

CITY	BASE	CITY SHARE	TOTAL
Crete	500	7882	8382
DeWitt	500	914	1414
Dorchester	500	854	1354
Friend	500	1829	2329
Swanton	500	167	667
Tobias	500	233	733
Western	500	456	956
Wilber	500	2703	3203
Saline County	5750	<u> </u>	<u>5750</u>
Total Local Funding	9750	15038	24788
Fund Raising			11558
Crete for Crete city survey			<u>17248</u>
Total local match for fiscal year 2023			53594