

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
February 21, 2017

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
3. Special Order of Business
 - 3.A. Library RFQ
 - 3.B. Interconnection Policy and Guidelines
 - 3.C. Surplus Property
 - 3.D. Sub-Transmission Line Change Order #3
 - 3.E. Time Warner/Spectrum franchise agreement
4. Officers' Reports
5. 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)

**Public Works Committee Meeting
February 21, 2017 6:00 PM
City Hall
Council Chambers
243 East 13th Street**

1. Open Meeting

The City has posted a 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, if anyone wishes one during this meeting, please advise. As each agenda item is considered, if there are any questions concerning the agenda item please advise. The Committee may consider items listed on the agenda in random order. The City has assisted listening devices available, if needed please advise. This meeting was posted in three public places to-wit:

City Hall - 1st Floor
Post Office - Lobby
City Bank and Trust - Front Entry

2. Roll Call

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

3. Special Order of Business

The Committee may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove a recommendation to the City Council on any matter presented under this title.

A. Library RFQ

The Library Advisory Board has reviewed an RFQ for services related to designing and constructing a new library/community/shelter building

B. Interconnection Policy and Guidelines

Review a policy for interconnections with private distributed generation

C. Surplus Property

Consider declaring the Terra Gator as surplus

D. Sub-Transmission Line Change Order #3

Review the change order refunding the contingency

4. Officers' Reports

Reports may be given by Department Heads, other Committees and Council members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Committee on matters presented under this title except to answer any question posed and to refer the matter for further action.

5. Adjournment

The City Council Committee will review the above matters and take such actions as they deem appropriate. The Committee may enter into closed session to discuss any matter on this agenda when it is determined by the Committee that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an 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 the presiding officer immediately prior to the closed session 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.

CITY OF CRETE

TO: Architectural and Engineering Consultants

FROM: Tom Ourada, City Administrator

RE: Library Consultant Selection

DATE: May __, 20__

Your firm is invited to submit qualifications for architectural and engineering services related to the City's plans to build a new City of Crete Community Building, Public Library, Storm Shelter, Technology Center, and City Park. The Scope of Services is defined within the four (4) attached pages.

Please review the attached RFQ's for details regarding the City of Crete's expectations for your submission. It is the City's intention to hire the most qualified consultant. The prime consultant shall assemble a professional team as necessary to perform the various services.

The City requests that your Request for Qualifications (RFQ) be submitted before 5:00p.m. on March xx 2017. Please submit one copy of the RFQ Electronically by email to Jerry Wilcox, City Clerk at jwilcox@crete-ne.gov. If the attachment exceeds fifteen (15) MB, then provide a Dropbox or other online file sharing source. It is your responsibility to ensure your submission is received by the City of Crete.

Questions regarding the project per the Request for Qualifications should be directed to Tom Ourada, City Administrator at (402) 826-4312, or emailed to tourada@crete-ne.gov.

We look forward to your submission.

CITY OF CRETE

THE CRETE PUBLIC COMMUNITY, LIBRARY, AND TECHNOLOGY CENTER
REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING
SERVICES

May __, 201__

BACKGROUND

The City of Crete is requesting interested firms to submit their qualifications for architectural and engineering services related to the City's plans to build a new Crete Public Community, Library, and Technology Center, located in the lots of Block 112, and lots 7, 8, 9, and 10 of Block 113, located in Crete.

PROJECT SCOPE AND PURPOSE

The proposed facility will include:

The City of Crete and Crete Library Advisory Board is proposing to build a 20,000 sq. ft. facility with a project budget of \$5.7 million to \$6.9 million, see preliminary budget at end of request for proposal, that will house up to 26,000 volumes, provide extensive children's services, genealogy and research services, adult and teen service areas, a maker space, computer teaching lab and computers for general library users, study rooms, conference rooms, storm shelter, park/green space, and staff work areas. It is anticipated that should design estimate exceed the funding established at that time, the size of the building may need to be reduced to fit within the established budget. The design and layout on the proposed site will be such that it will allow for cost effective future expansion.

PRELIMINARY SCOPE OF SERVICES

The City of Crete is seeking Request For Qualifications (RFQ's) to design, receive bids, and provide contract administration services for the above proposed facility. The architectural and engineering services required for the project will include, but not limited to, the following services:

Phase One: Design and Bidding Phase Services

1. Meet with City Staff and Library Advisory Board Members to review the Library Building Study conducted by Alley Poyner Macchietto in 2016.
2. Conduct a preliminary design public meeting to obtain additional input from public as to library facility wants and needs.

3. Conduct pre-design meetings with City Staff, Library Advisory Board Members, and community residents to clarify final design parameters for new Library.
4. Prepare preliminary and final architectural design including preparation of drawings, specifications, and bidding documents
5. Meet with City and Library Advisory Board representatives to review design (60% Review)
6. Provide preliminary estimate of total project costs (60% Review)
7. Meet with City and Library Advisory Board representatives to review Project (90% Review)
8. Provide bidding estimate of total project costs (90% Review)
9. Assist the City in advertising and receiving Bids
10. Evaluate and recommend award of the construction contract

Phase Two: Construction Phase Services

1. Prepare construction contracts
2. Conduct Pre-construction meeting
3. Provide Construction Observation (Owner's Representative)
4. Conduct Punch List Walk through
5. Conduct a final inspection of the Work.
6. Provide final contract close out services.
7. Provide one year performance/warrantee walk through

INFORMATION PROVIDED BY THE CITY

The City of Crete will make available copies Alley Poyner Macchietto Community Building & Library Needs Assessment Study.

SUBMITTAL REQUIREMENTS

The Statement of Qualifications shall include the following, as a minimum, and should provide all the information necessary so as the City does not need to seek clarification for preliminary evaluation:

1. Maximum two (2) page cover letter of interest which includes the firm name, address, phone, fax, e-mail, and name of contact person.
2. Background and information on the Firm, including an organizational chart and the number of years the proposed design team for this project has been working together.
3. Experience in providing services on similar projects along with a listing of projects successfully completed, the dollar value, the size, and the name of the responsible person monitoring the project for the firm.
4. A detailed proposed time line for the completion of the project design.
5. List of not less than eight (8) contractors, with contact

information. Five (5) that have been low bid and completed similar projects for the same design team being proposed for this project and three (3) that have finished third (3rd) or fourth(4th).

6. Resumes of the following key personnel:
 - a. Person in responsible charge of the project,
 - b. Persons participating in the services required of the project, including any personal involved to construction management, inspection, and special service inspections.
 - c. Person(s) that may participate in an interview.
7. List of any sub consultants needed for the project along with resumes and work experience.
8. References
9. Describe and outline the Firms approach to performing the design.
10. Proof of professional liability insurance

Qualifications will be evaluated in comparison with others. The leading proponents will be interviewed prior to final ranking. It is estimated that a list of three (3) to five (5) firms will be developed for interviews. Upon final ranking, the City will enter into negotiations with the top ranked firm to develop the exact Scope of Work and Fee for completing the project.

The City requests that your Request for Qualifications (RFQ) be submitted before 5:00p.m. on March xx 2017. Please submit one copy of the RFQ Electronically by email to Jerry Wilcox, City Clerk at jwilcox@crete-ne.gov. If the attachment exceeds fifteen (15) MB, then provide a Dropbox or other online file sharing source. It is your responsibility to ensure your submission is received by the City of Crete.

Proposals will be evaluated and scored on the basis of the selection criteria list below.

- | | |
|---------------------------------------|-----------|
| • Relevant Experience | 25 points |
| • Past Performance | 20 points |
| • Office Proximity to Project | 10 points |
| • Technical Capability | 20 points |
| • Firms approach to performing design | 20 points |

Total Available Points	120 points
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Interviews will be scheduled after the proposals are evaluated. The Library Consultant Committee will consist of two (2) City Council members, two (2) Library Advisory Board members, the Library Director, and City Administrator. All firms are asked to refrain from

contacting potential committee members, but may contact the City Administrator with questions relative to the requirements of the proposal. Following the development of the Contract scope and negotiated Fee, the City Administrator will submit the proposed contract to the Library Advisory Board for review, then the City Council for approval. The City reserves the right to waive any formalities and to select the most responsive and responsible firm, in the opinion of the Consultant Selection committee and City Council, for the project. It is anticipated the design contract will be awarded in June 2017 and the design process start immediately.

MAILING ADDRESS AND CONTACT INFORMATION.

Communications regarding the project shall be directed to the following:

Tom Ourada, City Administrator
 City of Crete
 243 East 13th Street
 Crete, NE 68333
 402.826.4312
 tourada@crete-ne.gov

Proposed Project Cost (Low Estimate)	
Building (19,901 sq. ft.)@ \$222 per sq. ft. =	\$ 4,417,725
Furniture & Equipment	414,900
Design, Engineering, Contingency	883,545*
Land cost	-0-
Total	\$ 5,716,170

*Includes Contingency, Professional Fees, Surveys, Testing, Inspections, Relocation Expense, Insurance, and Bonds.

Proposed Project Cost (High Estimate)	
Building (19,901 sq. ft.)@ \$269 per sq. ft. =	\$ 5,360,275
Furniture & Equipment	507,100
Design, Engineering, Contingency	1,072,430*
Land cost	-0-
Total	\$ 6,939,430

*Includes Contingency, Professional Fees, Surveys, Testing, Inspections, Relocation Expense, Insurance, and Bonds.

**Policy and Guidelines
for
Interconnection for Parallel Installation and Operation
of
Small (25 kW-DC or less) and Large (greater than 25 kW-DC)
Customer-Owned
Renewable Electric Generating Facilities**
_____, 20_____

Part 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for the Utility to interconnect and operate in parallel with customer-owned renewable electric generators.

2. DEFINITIONS:

- a. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.
- b. **Avoided Costs** – The incremental costs of the Utility’s Electric Wholesale Supplier (EWS) energy or capacity or both which, but for the purchase from the Customer’s Generating Facility, the Utility would generate itself or purchase from another source.
- c. **Customer** – Any entity interconnected to the Utility’s distribution system for the purpose of receiving retail electric power service from the Utility’s distribution system.
- d. **Customer Generator** – The owner or operator of a generating facility which:
 - i. is powered by a renewable energy resource;
 - ii. is located on a premise owned, operated, leased or otherwise controlled by the Customer Generator;
 - iii. is interconnected and operates in parallel phase and synchronization with an affected utility and is in compliance with the standards established by the affected utility;
 - iv. is intended primarily to offset part or all of the Customer Generator’s own electrical energy requirements;
 - v. contains a mechanism, approved by the utility, that automatically disables the unit and interrupts the flow of electricity back onto the supplier's electricity lines in the event that service to the Customer Generator is interrupted.
- e. **Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances and from the Utility’s Wholesale supplier(s).
- f. **Electric Wholesale Supplier (EWS)** – The Utility’s total requirements electric wholesale supplier.
- g. **Force Majeure** – A Force Majeure event shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control”. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

- h. **Generating Facility** – For purposes of this Standard, the customer's device for the conversion of renewable generation like bio fuel, hydro, wind or solar energy to electricity, as identified in the Interconnection Application and able to be certified as a Qualifying Facility under the definitions in The Public Utility Regulatory Policies Act (PURPA, Pub. L. 95–617, 92 Stat. 3117, enacted November 9, 1978), a United States Act passed as part of the National Energy Act and as amended.
- i. **Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, 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 result at a 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 acceptable practices, methods, or acts generally accepted in the region.
- j. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any affiliate thereof.
- k. **Interconnection Application** – The Customer's request to interconnect a new Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing Generating Facility that is interconnected with the Utility's electrical system.
- l. **Interconnection Standard** – Any reference to Interconnection Standard shall mean all the provisions, forms and related documents described in the collective parts of this document, the Policy and Guidelines for Interconnection of Parallel Installation and Operation of Small (25 kW-DC or less) and Large (greater than 25 kW-DC) Customer-Owned Renewable Electric Generating Facilities as of the date adopted and printed on the cover page.
- m. **Qualifying Facility** – A *generation* facility that is a Qualifying Facility under 18 CFR Part 292, Subpart B, and is proposed to be used by an interconnection customer to generate electricity that operates in parallel with the electric Distribution System or local electric power system. Qualifying Facilities that are not Generating Facilities under subparagraph “h” above may qualify for interconnection with the Utility under provisions of the Public Utilities Regulatory Policies Act (PURPA), but the terms and conditions of interconnection shall be determined on a case-by-case basis.
- n. **System Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the point of interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution upgrades do not include Interconnection Facilities.

3. ELIGIBILITY:

- a. Interconnection to the electric system shall be granted only to new or existing customers in good standing under the Utility's electric service schedules. The Interconnection Agreement shall be between the Customer who owns a Generating Facility and the Utility (Utility) and when applicable the Utility's full requirements Electric Wholesale Supplier (EWS).
- b. The Interconnection Standards for small customer-owned renewable electric Generating

Facilities apply to a Generating Facility with rated output 100 kilowatts (kW-DC) or less. Eligibility of a Generating Facility with rated output of greater than 100 kW-DC will be determined on a case-by-case basis regarding voltage level of connection, metering and purchase of output. However, a similar Facilities Interconnection Agreement will also apply.

4. REQUEST:

A Customer desiring to interconnect a qualifying Generating Facility must complete and return to the Utility an *Application for Interconnection* (Document A) with payment of the applicable processing fee. The processing fee for 25 kW (DC rated generators) and under is \$250. The processing fee for 25 kW-DC to 100 kW-DC is \$500. The Utility and the EWS may require additional details or clarifications as needed to properly evaluate the application.

The Utility requires, on behalf of its EWS, that the Customer provide the capability to deliver hourly generator AC output meter readings (net of any generator auxiliary usage) to the EWS. The Customer needs to install a meter socket that meets the EWS' specifications between the Inverter and the AC connection to the Customer's load panel. The Utility shall have the right to install such additional metering equipment as it deems necessary for the collection of data for research purposes, which metering will be furnished and paid for by the Utility.

5. SYSTEM EFFECTS:

The Utility and the EWS will analyze the overall impact of the proposed Generating Facility on the transmission and Distribution System. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, etc.

6. SYSTEM UPGRADES:

As a result of the above analysis, the Utility and the EWS will provide the Customer with a cost estimate and projected timeframe for any system upgrades that may be necessary to accommodate the Generating Facility (Document B).

7. AGREEMENT:

Once the Customer, the Utility and EWS have identified and mutually agreed upon the scope of the overall project including the Generating Facility, system upgrades and estimated costs, the Customer and the Utility shall execute the attached document entitled ***Customer-Owned Generation Facilities Interconnection Agreement***.

8. CODES AND PERMITS:

- a. The Customer shall be responsible for procuring all building, operating and environmental permits that are required by any Governmental Authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed.
- b. The equipment shall meet the standards listed in Section 7 of Part 2 below as "National Certification Codes and Standards".
- c. The construction and facilities shall meet all applicable building and electrical codes.

9. CERTIFICATE OF COMPLETION:

Upon completion of the Generating Facility and prior to normal operation, the Customer shall provide a signed copy of the attached document entitled ***Certificate of Completion*** (Document C) to the Utility and the EWS.

10. NORMAL OPERATION:

The Customer may begin normal operation of the Generating Facility upon completion of all documentation and receipt of written approval from the Utility and the EWS.

Part 2. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electrical service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases that apply under the Utility's rate schedules and the EWS Metering requirements.

2. CODE REQUIREMENTS:

The Generating Facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 7 of this Part 2, below as "National Certification Codes and Standards". In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both parties prior to beginning operation.

3. GENERATING FACILITY CONTROL AND OPERATION:

The control system of the Generating Facility shall comply with the IEEE specifications and standards for parallel operation with the Utility and EWS and in particular as follows:

- a. Power output control system shall automatically disconnect from Utility source upon loss of Utility voltage and not reconnect until Utility voltage has been restored by the Utility.
- b. Power output control system shall ride through voltage fluctuations but shall automatically disconnect from Utility source if Utility or customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The Customer shall provide adequate protection to prevent damage to the Utility's electrical system from inadvertent over/under voltage conditions originating in Customer's Generating Facility and to protect the Customer's Generating Facility from inadvertent over/under voltage conditions originating from the Utility's electrical system.
- c. Power output control system shall ride through frequency fluctuations but shall automatically disconnect from Utility if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
- d. Inverter output distortion shall meet IEEE requirements.
- e. The Generating Facility shall meet the applicable IEEE standards concerning impacts to the Distribution System with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
- f. The voltage produced by the Customer's Generating Facility must be balanced if it is a three-phase installation. The Customer is responsible for protecting the Generating Facility from an inadvertent phase unbalance in the Utility's service voltage.

4. FAULT CURRENT CONTRIBUTION

The Generating Facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

5. RECLOSING COORDINATION

The Generating Facility shall be coordinated with the Distribution System reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

6. DISCONNECT DEVICE:

A safety disconnect switch shall be installed that is visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the Distribution System.

7. STANDARDS FOR INTERCONNECTION, SAFETY, AND OPERATING RELIABILITY

The interconnection of a Generating Facility and associated interconnection equipment to the Utility's Distribution System shall meet the applicable provisions of the following publications:

- a. ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity).
The following standards shall be used as guidance in applying IEEE 1547:
 - i. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 - ii. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. State of Nebraska Electric Safety Code
- c. ANSI/NFPA 70 (2014), National Electrical Code
- d. OSHA (29 CFR § 1910.269)
- e. Applicable regional transmission organization/independent system operator or transmission provider Tariff, Criteria, Business Practices, Protocols or other governing documents

Customer-Owned Generation FACILITIES INTERCONNECTION AGREEMENT

This Agreement, ("**Agreement**") is entered into by and between the City of _____, _____ ("**Utility**") and _____ ("**Customer**"). Customer and Utility are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

Recitals

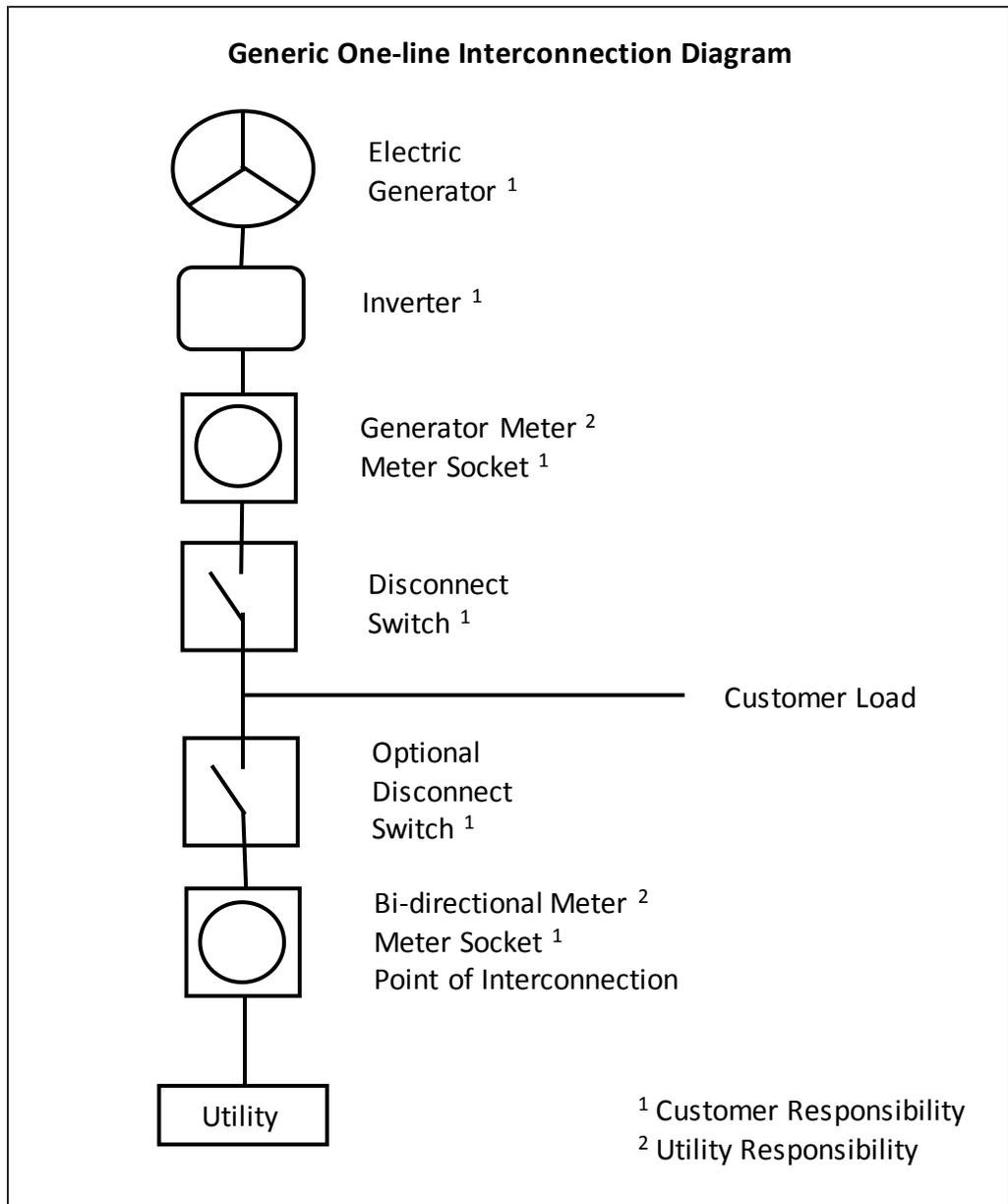
WHEREAS, Utility is a publicly-owned electric utility engaged in the retail sale of electricity in the state of _____,

WHEREAS, Customer owns or desires to install, own and operate an electric Generating Facility that qualifies as a Qualifying Facility under the Utility's ***Policy and Guidelines for Interconnection for Parallel Installation and Operation*** (adopted _____ date) and as allowed by federal and Nebraska law;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. **SCOPE OF AGREEMENT**
This Agreement governs the terms and conditions under which the Customer's Generating Facility will interconnect with, and operate in parallel with, the Utility's electrical system.
2. **PARALLEL OPERATION**
Customer shall not commence parallel operation of the generating facility until written approval of the interconnection facilities has been given by Utility. Such approval shall not be unreasonably withheld. Utility shall have the right to have representatives present at the initial testing of Customer's protective apparatus and receive a copy of the inspection from the State Electrical Division pursuant to Nebraska law.
3. **INTERCONNECTION COSTS**
The Utility has estimated the costs, including overheads, for the purchase and construction of necessary System Upgrades to its Distribution System and has provided a detailed itemization of such costs on the attached document entitled "System Upgrade Estimated Costs". The Customer agrees to pay the costs upon receipt of the Utility's invoice within the timeframe indicated on the invoice. The diagram below shows the interconnection and metering requirements, ownership and responsibilities of the Parties.



4. BILLING OF NET EXCESS ENERGY

Customer Generators of greater than 25 kW-DC will be paid at the Utility’s avoided cost rate for all excess energy (net excess energy) delivered to the Utility and will pay for all energy delivered to the customer at the Utility’s retail rate. Customer Generators of 25 kW-DC or less will be paid at the Utility’s avoided cost rate for the net excess energy delivered to the Utility. Net excess energy for Customer Generators of 25 kW-DC or less will be determined as the net amount of energy, if any, by which the output of the facility exceeds a customer-generator's total electricity requirements during a billing period. The Utility shall provide net metering for Customer Generators of 25 kW-DC or less, to the extent required by Nebraska law.

Nebraska Revised Statutes §70-2001 to §70-2005 as may be amended provide among other things the following rules for compensation for net metering (relevant excerpts are shown below):

70-2002. Terms Defined:

(6) Net metering means a system of metering electricity in which a local distribution utility:

(a) Credits a Customer Generator at the applicable retail rate for each kilowatt-hour produced by a Qualified Facility during a billing period up to the total of the Customer Generator's electricity requirements during that billing period. A Customer Generator may be charged a minimum monthly fee that is the same as other noncustomer-generators in the same rate class but shall not be charged any additional standby, capacity, demand, interconnection, or other fee or charge; and

(b) Compensates the Customer Generator for net excess generation during the billing period at a rate equal to the local distribution utility's avoided cost of electric supply over the billing period. The monetary credits shall be applied to the bills of the Customer Generator for the preceding billing period and shall offset the cost of energy owed by the Customer Generator. If the energy portion of the Customer Generator's bill is less than zero in any month, monetary credits shall be carried over to future bills of the Customer Generator until the balance is zero. At the end of each annualized period, any excess monetary credits shall be paid out to coincide with the final bill of that period ...

70-2003:

(4) Subject to the requirements of sections [70-2001](#) to [70-2005](#) and the interconnection agreement, a local distribution utility shall provide net metering to any customer-generator with a qualified facility. The local distribution utility shall allow a customer-generator's retail electricity consumption to be offset by a qualified facility that is interconnected with the local distribution system. A qualified facility's net excess generation during a billing period, if any, shall be determined by the local distribution utility in accordance with section [70-2002](#) and shall be credited to the customer-generator at a rate equal to the local distribution utility's avoided cost of electricity supply during the billing period, and the monetary credits shall be carried forward from billing period to billing period and credited against the customer-generator's retail electric bills in subsequent billing periods. Any excess monetary credits shall be paid out to coincide with the final bill at the end of each annualized period or within sixty days after the date the customer-generator terminates its retail service.

(5) A local distribution utility shall not be required to provide net metering to additional customer-generators, regardless of the output of the proposed generation unit, after the date during a calendar year on which the total generating capacity of all customer-generators using net metering served by such local distribution utility is equal to or exceeds one percent of the capacity necessary to meet the local distribution utility's average aggregate customer monthly peak demand forecast for that calendar year.

The Electric Wholesale Supplier (EWS) for the Utility is the Municipal Energy Agency of Nebraska (MEAN). For a Generating Facility of 100 kW-DC or less: the EWS' current standard avoided cost rate, with adjustment noted below for losses, is the Utility's standard avoided cost rate that will be used to determine the monetary credits of the Customer's net excess energy month to month. See the Appendix, as amended from time to time. The net excess kWh will be multiplied by a loss factor of _____ representing the average distribution losses at the secondary level. If the Customer generator is metered at the primary voltage level the net excess kWh will be multiplied by a factor of _____. For a Generating Facility of more than 100 kW-DC, the compensation rate will be determined on a case-by-case basis.

Utility may at its sole discretion elect to assign to EWS the Utility's rights to purchase any or all net excess output from the Generating Facility.

5. INTERRUPTION OR REDUCTION OF DELIVERIES

Utility may require Customer to interrupt or reduce deliveries and/or automatically isolate the facility from the electrical system when the Utility determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, Force Majeure or compliance with good utility practices.

6. ADVERSE OPERATING EFFECTS

The interconnection of the customer-owned Generating Facility shall not reduce the reliability and quality of the Distribution System. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The Utility shall notify the Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's Distribution System. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Customer with notice of such disconnection as provided in the Utility's Service Policies.

7. ACCESS TO PREMISES

Utility shall have access to the Customer's premises or property.

8. INDEMNITY AND LIABILITY

Each Party shall at all times indemnify, defend, and hold the other Party and its directors, officers, employees and agents, and the EWS and its directors, officers, employees, and agents, harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's action or failure to meet its obligations under this Agreement.

9. CONSEQUENTIAL DAMAGES

Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party

IN WITNESS WHEREOF, the Parties hereto have caused two originals of the Customer-Owned Generation Facilities Interconnection Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

(CUSTOMER)

City of _____, _____

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Document A
Application for Interconnection

Page 1 of 2

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the Utility.

Processing Fee

A non-refundable processing fee of \$250 must accompany this Application for 25kW-DC and less generators. The fee is \$500 for over 25 kW-DC generators.

Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility: _____

Generating Facility Information

Location (if different from above): _____

Local Electric Utility: _____

Account Number: _____

Inverter Manufacturer: _____

Model: _____

Nameplate Rating: _____ (kW) _____ (kVA)
(AC Volts) Single Phase _____ Three Phase _____

System AC Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
 Turbine Other _____

Energy Source: Solar Wind Hydro Methane Biomass
Geo Thermal Hydro Power
Other (describe) (Diesel, Natural Gas, Fuel Oil) _____

Is the equipment UL1741 Listed? Yes _____ No _____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Does the equipment meet IEEE 1547 specifications? Yes _____ No _____

Estimated Installation Date: _____ Estimated In-Service Date: _____

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The customer is required to install a meter socket that meets the EWS specification between the Inverter and the AC connection to the customer's load panel. The EWS will cause to be installed an interval recording meter to record net generator power output. The Utility shall have the right to install such additional metering equipment as it deems necessary for the collection of data for research purposes, which metering will be furnished and paid for by the Utility.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the terms and conditions of the Utility's Interconnection Standard and will return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

.....
Contingent Approval to Interconnect the Generating Facility

Interconnection of the Generating Facility is approved contingent upon the terms and conditions of the Utility's Interconnection Standard Inspection and upon return of the Certificate of Completion.

Utility Signature: _____

Title: _____ Date: _____

Copies: Customer, Utility, EWS

Document C
Certificate of Completion

Page 1 of 2

Customer Declaration:

Is the Generating Facility installed, tested and ready for operation? Yes_____ No_____

Customer: _____

Contact Person: _____

Address: _____

Location of the Generating Facility (if different from above):

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician/Service Company:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date "Contingent Approval to Interconnect the Generating Facility" granted by the Utility
(See Document A): _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building and electrical codes of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to the Utility:

Name: _____

Electric Utility: _____

Address: _____

City, State, ZIP: _____

Fax: _____ E-Mail Address: _____

Document C
Certificate of Completion
Page 2 of 2

Approval to Energize the Renewable Generating Facility
Energizing the Generating Facility is approved:

Utility Signature: _____

Title: _____ Date: _____

Copies: Customer, Utility, EWS

Appendix
MEAN Standard Avoided Cost Rate

MEAN Standard Avoided Cost Rate: \$0.01814 per kWh

Effective date: January 1, 2016

MEAN Signature: _____

Title: _____ Date: _____

Terra Gator Specifications

Year: 1996

Model: Terra-Gator 2204

Serial: 2201287

Hours: 6447.9

Odometer: 18266.5

Engine:

Cummins

240 Hp

Family: TCE505R6DTRC

Model: C8.3-A

CID/L: 505.83

Transmission:

Eaton-Fuller

Model: RTL012713

Serial: 51097056

13 Speed Manual

CPL: 2062

Has 4 wheel drive

Tires: 67 X 34.00-25NHS

Tank Capacity: 2000 Gallons

CHANGE ORDER

No. 3

DATE OF AGREEMENT June 15, 2016 EFFECTIVE DATE February 7, 2017

OWNER City of Crete, c/o Tom Ourada, City Administrator ADDRESS 243 East 13th Street, Crete, NE 68333

CONTRACTOR: Great Plains Power, Inc. ADDRESS 3716 W Old Hwy 30, Grand Island, NE 68803

PROJECT NAME 34.5 kV Sub-transmission Line Rebuild & Distribution Extension PROJECT NO. 013-2587
(Labor and Materials Contract) PHASE/TASK NO. 300-300001

You are directed to make the following changes in the Contract Documents:	Amount:
<u>Credit Contingency Allowance</u>	<u>(\$20,000.00)</u>
Attachments: <i>(List documents supporting changes)</i>	Total Add (Deduct): <u>(\$20,000.00)</u>

CHANGE IN CONTRACT PRICE
Original Contract Price: \$779,575.83
Net Increase (Decrease) from previous Change Orders: \$8,278.01
Contract Price prior to this Change Order: \$787,853.84
Net Increase (Decrease) of this Change Order: (\$20,000.00)
Contract Price with all approved Change Orders: \$767,853.84

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>November 18, 2016</u> Ready for final Payment: <u>December 16, 2016</u> (Days or Dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>November 18 to November 23, 2016</u> Ready for final Payment: <u>December 16 to December 21, 2016</u> (Days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 23, 2016</u> Ready for final Payment: <u>December 21, 2016</u> (Days or Dates)
Increase/Decrease of this Change Order: Substantial Completion: _____ Ready for final Payment: _____ (Days or Dates)
Contract Times with all approved Change Orders: Substantial Completion: <u>November 23, 2016</u> Ready for final Payment: <u>December 21, 2016</u> (Days or Dates)

RECOMMENDED:
By: [Signature]
ENGINEER (Authorized Signature)
Date: 2/7/17

ACCEPTED:
By: [Signature]
CONTRACTOR (Authorized Signature)
Date: 2/8/17

APPROVED:
By: [Signature]
OWNER (Authorized Signature)
Date: _____

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Crete, Nebraska, hereinafter referred to as the “Grantor” and Time Warner Cable Midwest LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of *five (5) years* from the expiration date as set forth in Section 14, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Use of the Streets and Dedicated Easements.**
 - a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
 - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
 - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
 - d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.
 - e. Grantee shall take reasonable efforts to locate new pedestals in close physical proximity to existing utility pedestals when technically and financially feasible.
5. **Maintenance of the System.**
 - a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor

- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence,

Combined Single Limit (C.S.L.)
[\$2,000,000] General Aggregate

Auto Liability including coverage on all owned, non owned hired autos
Umbrella Liability

[\$1,000,000] per occurrence C.S.L.

Umbrella Liability

[\$1,000,000] per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee

may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.

- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. **Notices, Miscellaneous.**

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Crete, Nebraska
Attn: City Administrator
PO Box 86
Crete, NE 68333

Grantee: Charter Communications

Attn: Director, Government Affairs
5400 S. 16th Street
Lincoln, NE 68512
Email: jarad.falk@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
 - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
 - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
13. **Franchise Fee.**
- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.
 - b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
14. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on January 1, 2027 unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

15. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ____ day of _____, 20__

City of Crete, Nebraska

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20__, subject to applicable federal, state and local law.

Time Warner Cable Midwest LLC
By Charter Communications, Inc. its Manager

Signature: _____

Name/Title: _____

Date: _____