

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

March 16, 2021

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

Those in attendance pledged allegiance to the flag.

1. Open Meeting

Mayor Dave Bauer called the meeting to order at 6:00pm.

2. Roll Call

Brian Carnes: Present
Kyle Frans: Present
Ryan Hinz: Present
Jack Oelschlager: Present
Travis Sears: Present
Dale Strehle: Present
Present: 6.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Dale Strehle and a second by Travis Sears.
Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 6, No: 0

A. Approve Meeting Minutes

1. Legislative and Economic Development Committee meeting minutes of March 2, 2021.
2. Finance Committee meeting minutes of March 2, 2021.
3. Public Works Committee meeting minutes of March 2, 2021.
4. City Council meeting minutes of March 2, 2021.

B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the City

4. Items of Business

A. Presentation from the Crete Public Library Director on the Library's Annual Report.

Library Director, Joy Stevenson, reported on safety measures as they move to fully reopen the library. She provided data regarding library usage during the previous year. She also described upcoming programming.

B. Consider approving a Livestock Exception Permit for the Saline County Fair on July 13-18, 2021.

Approve the Saline County Extension request for Livestock Exception Permit during the Saline County Fair. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

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

Aye: 6, No: 0

C. Review the Electric Rate Design Study from NMPP Energy and consider soliciting proposals for the construction of a new electrical substation.

Authorize the City Administrator to publish a Request for Proposal for a new electrical substation. Carried with a motion by Dale Strehle and a second by Brian Carnes.

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

Aye: 6, No: 0

D. Consider approving Van Kirk Bros. Change Order #1 in the amount of \$56,156.50 for the Belohlavy Estates water project.

Approve Van Kirk Bros. Change Order #1 in the amount of \$56,156.50. Carried with a motion by Dale Strehle and a second by Brian Carnes.

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

Aye: 6, No: 0

The City Administrator reported that the additional cost is the financial obligation of the developer.

E. Consider entering into an architectural services contract with TACKarchitects, Inc. in the amount of \$35,700 for the Isis Theater renovation project.

Approve an architectural services contract with TACKarchitects, Inc. for Isis Theater renovation. Carried with a motion by Travis Sears and a second by Kyle Frans.

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

Aye: 6, No: 0

The City has CCCFF funds on hand that can be used towards payment of the contract.

F. Consider entering into a contract amendment with JEO for an additional \$2,500 for bidding and negotiation services related to the Wildwood pool splashpad project.

Approve the JEO contract amendment for additional services related to the Wildwood pool splashpad project. Carried with a motion by Dale Strehle and a second by Brian Carnes.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 6, No: 0

G. Consider enacting Ordinance 2121: An ordinance relating to animal regulations.

Introduce Ordinance 2121 regarding animal regulations and waive the requirement of reading on three separate days. Carried with a motion by Ryan Hinz and a second by Travis Sears.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 6, No: 0

Adopt Ordinance 2121. Carried with a motion by Ryan Hinz and a second by Travis Sears.

Brian Carnes: Aye, Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 6, No: 0

5. Petitions - Communications - Citizen Concerns

John Muff with Crete Diamonds softball stated that he would like the City to address the sanitary condition of the bathroom facility near the softball fields at Tuxedo Park. He also stated the first tournament will be May 21st.

6. Officers' Reports

Council Member Ryan Hinz reported that nearly 300 households were provided food during the most recent Food Bank distribution. City Administrator Tom Ourada reported that the Crete PD transfers its unclaimed pets to the Lincoln animal shelter, where many of them are adopted rather than euthanized. This costs the City about \$5,000 annually. Mr. Ourada also reported on the ongoing effort to establish a Certified Local Government (CLG) for the downtown commercial district. He further reported that city buildings will fully open to the public on April 24th, and Council meetings will resume in City Hall beginning with the April 6, 2021 meeting. Nancy Tellez, Community Assistance Director, reported on a recent collaboration with Public Health Solutions. Mayor Bauer reported on a DTR informational meeting held recently that had 35-40 people in attendance. Questions and applications are to be directed to Tom Ourada or Liz Cody with SENDD.

7. Adjournment

The meeting was adjourned at 6:37pm.

Mayor

(SEAL)

City Clerk

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

City Clerk

(S E A L)



LEGISLATIVE/COMMUNITY DEVELOPMENT COMMITTEE MEETING

March 2, 2021 at 5:00 PM

Crete Library Community Room, 1515 Forest Ave

MINUTES

1. Open Meeting

Committee Chair Ryan Hinz called the meeting to order at 5:26pm.

2. Roll Call

Kyle Frans: Present

Ryan Hinz: Present

Jack Oelschlager: Present

Present: 3. Absent: 0.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on The 1206, LLC's request for \$24,500 of LB840 funds for building renovation/rehabilitation expenses.

Recommend City Council approve The 1206 LLC request for \$24,500 of LB840 funds for building renovation/rehabilitation expenses. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye

Aye: 3, No: 0

3.B. Discuss and provide a recommendation to the City Council on adopting the 2020 Downtown Revitalization Program Guidelines.

Recommend City Council adopt the 2020 Downtown Revitalization Program Guidelines. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye

Aye: 3, No: 0

Changes from last year's program include an altered eligibility area and targeting code violations as a higher priority.

4. Officers' Reports

The City is looking at creating vacant property ordinances.

5. Adjournment

The meeting was adjourned at 5:41pm.

Recorded by City Clerk Judi Meyer

**CITY OF CRETE, NEBRASKA
CITY COUNCIL FINANCE COMMITTEE
MEETING MINUTES OF MARCH 2, 2021**

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

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

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

1. Open Meeting

Finance Committee Chair Travis Sears called the meeting to order at 5:10pm.

2. Roll Call

Brian Carnes: Absent

Kyle Frans: Present

Travis Sears: Present

Present: 2, Absent: 1.

3. Items of Business

3.A. Discuss and provide a recommendation to the City Council on entering into a Flex Spending Account Administrative Services Agreement with Union Bank and Trust.

Recommend City Council enter into a Flexible Spending Account Administrative Services Agreement with Union Bank & Trust. Carried with a motion by Kyle Frans and a second by Travis Sears.

Kyle Frans: Aye, Travis Sears: Aye

Aye: 2, No: 0

4. Officers' Reports

Committee Chair Travis Sears suggested that the ongoing formal agreement with SCAT be discontinued, which would allow SCAT more flexibility in setting rider fees.

5. Adjournment

The meeting was adjourned at 5:25pm.

Recorded by City Clerk Judi Meyer



Public Works Committee Meeting
March 2, 2021
5:00 p.m.
Crete Public Library Community Room

Roll Call:

Committee Members Present:

Dale Strehle
Travis Sears

Others Present:

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

Kyle Manley, City Attorney
Judi Meyer, City Clerk
Jerry Wilcox, Finance Director
Brad Bailey, Building Inspector
Steve Hensel, Police Chief
Telisha Carnes, Admin. Asst.
Kelsey Sisouvong, Book keeper

Special Order of Business

A. Consolidate Recycling to only Thursdays:

Tom informed the council that the Garbage Company would like to switch recycling pick up from 2 days a week to only picking up on Thursdays. Both Dale and Travis did not think that this would be an issue, but would wait to motion until the City Council meeting to hear from Sionetuipulotu Siale, with the Garbage Company, to verify how they would let the customers know about the change and what they would do if a customer got missed during Thursday pick up.

Additional Discussion:

Tom talked with the council about his meeting with Crete Core regarding revising their request down, which Crete Core sounded agreeable about looking into. Tom also updated the council on the electrical project draft rate looking like a 2.8% annual increase. Olsson is coming next week and everything is in motion.

Officer's Report

Adjournment

Meeting Adjourned at 5:10 p.m.

Dale Strehle, Chairman



CITY COUNCIL REGULAR MEETING

March 2, 2021 at 6:00 PM

Crete Library Community Room, 1515 Forest Ave

MINUTES

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

1. Open Meeting

Mayor Dave Bauer called the meeting to order at 6:00pm.

2. Roll Call

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

Present: 5, Absent: 1.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

3.A. Approve Meeting Minutes

3.A.1. Parks and Recreation Committee meeting of February 16, 2021.

3.A.2. Finance Committee meeting minutes of February 16, 2021.

3.A.3. City Council meeting minutes of February 16, 2021.

- 3.A.4. Public Works Committee meeting minutes of February 2, 2021.
- 3.A.5. Public Works Committee meeting minutes of February 16, 2021.
- 3.B. Accept the City Treasurer's Report
- 3.C. Approve the Payment of Claims Against the City

4. Items of Business

4.A. Consider consolidating recycling pickup to Thursdays beginning April 1, 2021. Approve Waste Management request to consolidate recycling pickup to Thursdays only beginning April 1, 2021 if proper notification is given. Carried with a motion by Travis Sears and a second by Dale Strehle.

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

A representative from Waste Management was present to answer questions. A Council Member asked if a resident called that their recycling had been missed, if Waste Management would come another day, or would the resident have to wait for the following week. Waste Management responded that if someone was missed their recycling would be picked up the following Friday. City Council members stated that Waste Management should notify all residents with service via the Crete News and social media.

4.B. Consider entering into a Flex Spending Account Administrative Services Agreement with Union Bank and Trust.

Approve entering into a Flexible Spending Account Administrative Services Agreement with Union Bank and Trust. Carried with a motion by Travis Sears and a second by Kyle Frans.

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

4.C. Consider awarding The 1206, LLC \$24,500 of LB840 funds for building renovation/rehabilitation expenses.

Approve The 1206 LLC request of \$24,500 of LB840 funds for building renovations. Carried with a motion by Ryan Hinz and a second by Jack Oelschlager.

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

4.D. Consider adopting the 2020 Downtown Revitalization Program Guidelines.

Adopt the 2020 Downtown Revitalization Program Guidelines. Carried with a motion by Ryan Hinz and a second by Kyle Frans.

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

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

City Administrator Tom Ourada reported that city sales tax for December was the highest its ever been. He reported that the utilities office is being renovated, utility bills are once again delayed due to software issues, and that Keno gross sales were up. Mr. Ourada also reported on conversations with the Public Health Solutions regarding re-opening city building. They believe that re-opening on March 24, 2021 with a continuing mask mandate would be prudent as long as covid positive numbers remain at or below their present rates. Returning council meetings to the City Hall Council Chambers could occur beginning April 1, 2021. Mr Ourada further reported that the City is continuing with HR Coordinator interviews and that the City is considering preparing a vacant property ordinance for future council review. City Council Member Ryan Hinz reported that Crete's food distribution services will return to one time per month on the third Tuesday on Doan campus. Mayor Bauer reported that the DTR Committee is putting together packets on the DTR program for distribution and they have identified 15 specific properties that need renovations. Committee members will meet with the fifteen property owners individually to distribute a packet and provide information about the program. There will be a general informational meeting at The 1206 on March 10, 2021 at 5:30pm about the DTR program.

7. Adjournment

The meeting was adjourned at 6:28pm.

Mayor
(SEAL)

City Clerk

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

City Clerk

(S E A L)

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
AMERITAS	EMPLOYEE ELECTIVE BENEFIT	\$4.88
BLACK HILLS ENERGY	NATURAL GAS	\$270.88
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$1,225.00
CITY HEALTH FUND	SELF FUNDED HEALTH	\$158.00
CITY PAYROLL FUND	UTILITY WAGES	\$81,266.53
CITY TAX FUND	ELECTRIC SURPLUS & FRANCHISE	\$39,167.00
CORE & MAIN LP	SUPPLIES	\$1,986.60
CRETE POSTMASTER	POSTAGE	\$477.02
EAKES OFFICE SOLUTIONS	ENVELOPES	\$497.88
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$322.30
FRANSYL EQUIPMENT CO INC	BOOM TRUCK REPAIRS	\$642.00
GRAYBAR ELECTRIC COMPANY	ELECTRIC METERS	\$8,551.41
HEARTLAND NATURAL GAS	NATURAL GAS	\$566.41
JAY'S OIL CO.	FUEL	\$1,361.00
JEO CONSULTING GROUP INC.	ENGINEERING	\$2,000.00
KIDWELL	NETWORK SERVICE	\$60.00
LEICA GEOSYSTEMS INC	GEO SOFTWARE	\$5,381.40
MATT FRIEND TRUCK EQUIPMENT	SNOW PLOW BLADE	\$424.00
MAX I WALKER UNIFORM	UNIFORMS	\$128.99
M.E.A.N.	PURCHASED POWER	\$695,193.90
MUTUAL OF OMAHA	LIFE INSURANCE	\$20.98
NAPA AUTO PARTS	PARTS	\$223.91
NeHHS	LABS	\$180.00
N.M.P.P.	COST OF ELECTRIC SERVICE STUDY	\$3,165.00
O'REILLY AUTO PARTS	PARTS	\$372.10
TITAN MACHINERY	PARTS	\$322.85
UNITE PRIVATE NETWORKS LLC	INTERNET	\$726.00
VAN KIRK BROS CONTRACTING	WATER SYSTEM CONSTRUCTION	\$33,444.00
WASTE CONNECTIONS	GARBAGE COLLECTION	\$37,638.64
UTILITY FUNDS	SUBTOTAL	\$915,778.68
AKRS EQUIPMENT	PARTS	\$23.77
ALL COPY PRODUCTS INC	KONICA LEASE	\$414.01
ALL MAKES OFFICE EQUIPMENT	OFFICE EQUIPMENT	\$1,513.74
AMERITAS	EMPLOYEE ELECTIVE BENEFITS	\$29.34
BAKER & TAYLOR	BOOKS	\$257.93
BEATRICE CONCRETE CO	CONCRETE	\$563.20
BLACK HILLS ENERGY	NATURAL GAS	\$2,586.44
BOK FINANCIAL	BOND INTEREST	\$2,459.25
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$391.88
BRYAN MEDICAL CENTER	EMT VACINATIONS	\$673.00
CENGAGE LEARNING INC/GALE	BOOKS	\$98.36
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$375.00
CITY HEALTH FUND	HEALTH SAVINGS ACCOUNTS	\$208.00
CITY PAYROLL FUND	TAX FUND WAGES	\$126,372.45
CITY REVENUE FUND	FRANCHISE FEE	\$1,135.44
CITY TAX FUND	LIBRARY BOND PAYMENTS	\$21,000.00
CORNHUSKER INTERNATIONAL	FUEL FITTINGS	\$592.30

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
CRETE AREA MEDICAL CENTER	ALS SERVICES	\$1,620.78
CRETE LUMBER & FARM SUPPLY	SUPPLIES	\$333.04
CRIST TOWING SERVICE	TOWING	\$1,285.25
DEMCO	OFFICE SUPPLIES	\$103.34
DEPOSITORY TRUST COMPANY	BOND INTEREST	\$4,253.75
DHHS	2021 POOL PERMIT RENEWAL	\$40.00
EAKES OFFICE SOLUTIONS	ENVELOPES	\$232.11
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$523.27
EMSOA INC	AMBULANCE MEDICAL OVERSIGHT	\$800.00
ENVIRO-TECH PEST SERVICES	PEST CONTROL	\$78.00
GARDEN GATE	SUBSCRIPTION	\$45.00
GRAHAM TIRE LIN. NORTH	TIRES	\$765.00
GRAINGER	PARTS	\$23.74
HEARTLAND NATURAL GAS	NATURAL GAS	\$301.09
JEO CONSULTING GROUP INC.	ENGINEERING	\$4,570.08
KIDWELL	NETWORK SERVICES	\$190.00
LEICA GEOSYSTEMS INC	GEO SOFTWARE	\$3,587.60
MATHESON TRI-GAS INC	OXYGEN	\$150.03
MATT FRIEND TRUCK EQUIPMENT	SNOW PLOW BLADE	\$424.00
MENARDS - LINCOLN SOUTH	CITY HALL REMODEL	\$28.97
MIDWEST BREATHING AIR LLC	QUARTERLY AIR TEST	\$254.00
MUTUAL OF OMAHA	LIFE INSURANCE	\$93.84
NAPA AUTO PARTS	PARTS	\$887.53
NEBRASKA CONCRETE PAVING	REGISTRATION	\$30.00
NEBRASKA SNOW EQUIPMENT	PARTS	\$461.87
NMC LLC	PARTS	\$130.79
O'REILLY AUTO PARTS	PARTS	\$13.98
ORSCHELN FARM AND HOME	SUPPLIES	\$268.83
PAGE MY CELL	PAGING SERVICES	\$500.00
PITNEY BOWES	POSTAGE	\$140.97
PRESTO-X	PEST CONTROL	\$106.00
SACK LUMBER CO	SUPPLIES	\$29.99
SANDRY FIRE SUPPLY LLC	SCBA PARTS	\$96.65
SEWARD COUNTY INDEPENDENT	PUBLICATION	\$68.63
SID DILLON FORD	REPAIRS	\$302.96
SIEDHOFF BODY SHOP	TOWING	\$85.00
SMARTSIGN	PARKING PERMIT SIGNS	\$360.01
TRUCK CENTER COMPANIES	PARTS	\$168.24
UNITE PRIVATE NETWORKS LLC	INTERNET	\$374.00
VERIZON WIRELESS	CELL PHONES	\$68.02
WINDSTREAM	PHONE LINES	\$563.20
TAX FUND	SUBTOTAL	\$183,053.67
ALL FUNDS	TOTAL	\$1,098,832.35

**City of Crete
Treasurer's Report**

	fy 2021 33.33%	1/31/2021 Fund	Cash Balance	Budget Revenue	Year to date Revenue	Percent Revenue	Budget Expense	Year to date Expense	Percent Expense
UTILITIES	001-1000	Electric Fund	\$3,123,348.52	\$10,640,161.00	\$3,511,351.98	33%	\$10,849,050.00	\$2,934,670.24	27%
	001-1005	Consumer Deposit	\$149,599.18						
	001-1006	Consumer Deposit CDs	\$348,000.00						
	001-1009	Pinnacle ACH	\$5,310.58						
	001-1015	Electric CDs	\$3,375,869.53						
	002-1000	Water Fund	-\$40,603.07	\$883,780.00	\$460,121.46	52%	\$1,074,160.00	\$354,444.99	33%
	002-1015	Water CDs	\$400,000.00						
	003-1000	Sewer Fund	\$1,635,482.16	\$1,622,600.00	\$667,550.17	41%	\$2,100,600.00	\$1,149,793.47	55%
	003-1002	Sewer USDA Equipment	\$109,431.08						
003-1003	Sewer USDA Reserve	\$301,165.18							
AIRPORT	050-1010	Airport Purposes	\$202,454.44	\$300,000.00	\$95,187.92	32%	\$300,000.00	\$36,493.09	12%
GENERAL	101-1000	General Fund	\$288,280.52	\$3,660,700.00	\$908,780.40	25%	\$3,660,700.00	\$957,753.47	26%
	101-1042	Brick Fund	\$622.83						
	102-1015	City Sales Tax	\$112,158.71	\$884,000.00	\$683,405.59	77%	\$884,000.00	\$682,530.87	77%
	103-1000	Keno Fund	\$140,702.11	\$60,000.00	\$33,372.23	56%	\$60,000.00	\$8,113.00	14%
	103-1007	Keno Prize Reserve	\$93,961.66						
	103-1015	Keno Savings	\$43,172.68						
	135-1000	Firemen's Agency	\$5.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
	150-1000	General Obligation Bonds	\$50,529.82	\$495,300.00	\$166,629.94	34%	\$557,000.00	\$334,922.75	60%
	150-1015	LB357 Bond Reserve UBT	\$126,484.51						
	171-1000	Insurance Contingency	\$107,138.41	\$0.00	\$0.00	0%	\$110,000.00	\$0.00	0%
	173-1000	Capital Reserve Checking	\$816,095.96	\$63,000.00	\$296,609.02	471%	\$16,000.00	\$3,930.00	25%
173-1043	Capital Reserve Savings	\$252,614.39							
POLICE	201-1000	Police Department	\$122,115.70	\$1,669,860.00	\$452,283.39	27%	\$1,669,860.00	\$584,501.55	35%
	202-1000	Communications Center	\$92,628.05	\$306,900.00	\$78,306.00	26%	\$306,900.00	\$139,165.37	45%
	203-1000	Community Service	\$61,878.51	\$68,850.00	\$17,175.50	25%	\$68,850.00	\$15,098.46	22%
	204-1000	Stop Fund	\$1,985.28	\$200.00	\$0.00	0%	\$200.00	\$0.00	0%

**City of Crete
Treasurer's Report**

	fy 2021 33.33%	1/31/2021 Fund	Cash Balance	Budget Revenue	Year to date Revenue	Percent Revenue	Budget Expense	Year to date Expense	Percent Expense
FIRE & RESCUE	301-1000	Fire Dept. Maintenance	-\$11,042.89	\$130,200.00	\$24,549.00	19%	\$130,200.00	\$76,613.36	59%
	302-1000	Rescue	-\$37,619.75	\$375,000.00	\$87,158.47	23%	\$385,500.00	\$132,693.66	34%
	303-1000	Fire Equipment	-\$40,688.80	\$89,600.00	\$12,396.88	14%	\$59,600.00	\$41,182.47	69%
	304-1000	Fire Equipment II	\$248,992.49	\$321,000.00	\$212,180.49	66%	\$515,000.00	\$1,748.42	0%
	304-1043	Fire Equipment II Savings	\$152,492.95						
	304-1015	Fire Equipment II CDs	\$102,669.84						
STREETS	401-1000	Street & Grade	\$977,062.25	\$905,350.00	\$447,968.21	49%	\$936,350.00	\$303,912.53	32%
PUBLIC WORKS	501-1000	City Hall	\$52,186.97	\$45,950.00	\$13,101.00	29%	\$45,950.00	\$21,196.50	46%
	502-1000	Community Center	\$57,557.49	\$14,550.00	\$3,187.00	22%	\$14,550.00	\$3,897.34	27%
	503-1000	Community Room/Shelter	-\$6,207.55	\$0.00	\$0.00	0%	\$0.00	\$5,196.99	0%
	511-1000	Transfer Station	\$102,009.27	\$35,000.00	\$20,221.80	58%	\$35,000.00	\$10,161.09	29%
	512-1000	Landfill Reserve	\$243,374.57	\$11,000.00	\$1,926.00	18%	\$0.00	\$0.00	0%
	521-1000	Parks Maintenance	\$14,172.61	\$278,640.00	\$68,480.28	25%	\$278,640.00	\$85,843.19	31%
	522-1000	Swimming Pool Maintenance	\$133,486.16	\$49,900.00	\$12,000.00	24%	\$49,900.00	\$6,344.98	13%
	531-1000	Capitol Outlay	\$144,652.53	\$173,315.00	\$35,181.00	20%	\$264,800.00	\$63,334.81	24%
	531-1015	Capitol Outlay CDs	\$90,000.00						
	532-1000	Capitol Improvements	-\$391,831.18	\$1,993,700.00	\$11,410.22	1%	\$1,993,700.00	\$136,985.07	7%
	532-1043	Capitol Improvements BANs	\$93,226.92						
	551-1000	FEMA Disaster	-\$1,079.40	\$20,000.00	\$0.00	0%	\$16,700.00	\$0.00	0%
CEMETERY	601-1000	Cemetery Maintenance	\$55,463.09	\$79,780.00	\$24,047.80	30%	\$79,780.00	\$25,072.73	31%
	601-1010	Kuncl Memorial Fund	\$5,059.81						
	601-1014	Maintenance Perpetual CD	\$20,000.00						
	601-1015	Maintenance CDs	\$12,000.00						
	602-1000	Cemetery Perpetual Care	\$12,071.59	\$2,000.00	\$904.37	45%	\$1,000.00	\$241.00	24%
	602-1010	Moser/Chrastil Memorial Fund	\$1,155.94						
	602-1015	Perpetual Care CDs	\$107,000.00						

**City of Crete
Treasurer's Report**

	fy 2021	1/31/2021	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
	33.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
CULTURE & RECREATION	701-1000 Library Operations		\$154,545.02		\$505,475.00	\$125,036.58	25%		\$505,475.00	\$185,329.94	37%
	702-1000 Library Reserve		-\$183,224.49		\$17,775.00	\$5,176.89	29%		\$252,775.00	\$1,640.07	1%
	702-1014 Library Reserve CDs		\$115,000.00								
	702-1015 Library Reserve CDs		\$121,000.00								
	721-1000 Recreation Programs		\$191,336.45		\$60,500.00	\$11,172.19	18%		\$85,860.00	\$19,846.41	23%
	722-1000 Swimming Pool Programs		\$24,840.14		\$105,350.00	\$13,599.00	13%		\$105,350.00	\$5,162.12	5%
COMMUNITY DEVELOPMENT	801-1000 Economic Development		-\$557,571.65		\$415,000.00	\$171,183.83	41%		\$1,395,000.00	\$389,743.72	28%
	801-1014 ED Loan Guarantee Fund		\$358,228.47								
	801-1043 LB840 Savings		\$1,031,275.99								
	802-1000 Tax Increment Financing		\$118,317.78		\$20,000.00	\$0.00	0%		\$10,000.00	\$298.00	3%
	810-1000 CCCFF Theater		-\$59,617.50		\$312,500.00	\$0.00	0%		\$282,500.00	\$2,405.68	1%
	851-1000 CDBG Housing		-\$2,758.27		\$0.00	\$0.95	0%		\$0.00	\$0.00	0%
	851-1043 Housing Savings		\$37,527.21								
	852-1000 CDBG DTR		\$1,630.59		\$550,000.00	\$0.00	0%		\$470,000.00	\$0.00	0%
853-1000 CDBG Streets		\$0.00		\$0.00	\$0.00	0%		\$0.00	\$0.00	0%	
MISC.	951-1000 Payroll		\$59,028.45								
	952-1010 Health Insurance		\$30,810.50		\$17,000.00	\$632.27	4%		\$17,000.00	\$5,115.44	30%
	953-1010 Cafeteria Fund		\$1,154.66								
Totals			\$15,498,120.00		\$27,183,936.00	\$8,672,287.83	32%		\$29,587,950.00	\$8,725,406.78	29%

City of Crete
Treasurer's Report

fy 2021	1/31/2021	Cash	Budget	Year to date	Percent	Budget	Year to date	Percent
33.33%	Fund	Balance	Revenue	Revenue	Revenue	Expense	Expense	Expense
	Revenue Funds	\$9,407,603.16	\$13,146,541.00	\$4,639,023.61	35%	\$14,023,810.00	\$4,438,908.70	32%
	General Funds	\$2,031,766.60	\$5,163,000.00	\$2,088,797.18	40%	\$5,287,700.00	\$1,987,250.09	38%
	Police Department	\$278,607.54	\$2,045,810.00	\$547,764.89	18%	\$2,045,810.00	\$738,765.38	23%
	Fire & Rescue Department	\$414,803.84	\$915,800.00	\$336,284.84	37%	\$1,090,300.00	\$252,237.91	23%
	Street Fund	\$977,062.25	\$905,350.00	\$447,968.21	49%	\$936,350.00	\$303,912.53	32%
	Public Works	\$531,548.39	\$2,622,055.00	\$165,507.30	6%	\$2,699,240.00	\$332,959.97	12%
	Cemetery	\$212,750.43	\$81,780.00	\$24,952.17	31%	\$80,780.00	\$25,313.73	31%
	Culture & Recreation	\$423,497.12	\$689,100.00	\$154,984.66	22%	\$949,460.00	\$211,978.54	22%
	Community Development	\$927,032.62	\$1,297,500.00	\$171,184.78	13%	\$2,157,500.00	\$392,447.40	18%
	Airport	\$202,454.44	\$300,000.00	\$95,187.92	32%	\$300,000.00	\$36,493.09	12%
	Miscellaneous	\$90,993.61	\$17,000.00	\$632.27	4%	\$17,000.00	\$5,115.44	30%
	Total All Funds	\$15,498,120.00	\$27,183,936.00	\$8,672,287.83	32%	\$29,587,950.00	\$8,725,382.78	29%
			DEBT	Principal	Interest	Total		Annual
			General Obligation	\$913,000.00	\$60,570.00	\$973,570.00		\$335,500.00
			Other Tax Funds	\$6,173,000.00	\$1,868,129.76	\$8,041,129.76		\$241,000.00
			Revenue Funds	\$10,565,546.27	\$1,507,107.68	\$12,072,653.95		\$223,500.00
			Total	\$17,651,546.27	\$3,435,807.44	\$21,087,353.71		\$800,000.00

Report Criteria:
Vendor.Vendor number = {<->} 1525

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)							
911 CUSTOM	44209-1	PARKA FOR PAXTON	01/07/2021	220.00		03/21	531-6477
911 CUSTOM	44209-2	PANTS FOR PAXTON	01/06/2021	171.96		03/21	531-6477
AKRS EQUIPMENT (80)							
AKRS EQUIPMENT	2673974	RADIATOR HOSE/CLAMP	02/05/2021	23.77		03/21	401-5968
AKRS EQUIPMENT	2684965	RADIATOR HOSE/CLAMP	02/22/2021	69.05		03/21	401-5968
ALL COPY PRODUCTS INC (100)							
ALL COPY PRODUCTS INC	436396824	KONICA LEASE	02/12/2021	414.01		03/21	701-9740
ALL COPY PRODUCTS INC	AR3125055	COMPUTER EXPENSE	03/03/2021	37.50		03/21	701-6050
ALL COPY PRODUCTS INC	AR3125851	COMPUTER EXPENSE	03/04/2021	37.50		03/21	701-6050
ALL MAKES OFFICE EQUIPMENT COMPANY (110)							
ALL MAKES OFFICE EQUIPMENT COMPANY	232902	OFFICE EQUIPMENT	02/18/2021	1,513.74		03/21	532-6482
ALL ROADS BARRICADES INC (115)							
ALL ROADS BARRICADES INC	SALE017349	CUSTOM SIGN	02/26/2021	110.58		03/21	401-6001
AQUA-CHEM INC (260)							
AQUA-CHEM INC	195373	CHEMICALS	03/05/2021	454.19		03/21	002-7041
AQUA-CHEM INC	195358	450LBS CS 8440 POLYMER	03/05/2021	4,068.00	1106	03/21	003-7031
BAKER & TAYLOR (370)							
BAKER & TAYLOR	2035768794	BOOKS/MAGAZINES	02/09/2021	213.93		03/21	701-5691
BAKER & TAYLOR	2035777948	BOOKS/MAGAZINES	02/11/2021	44.00		03/21	701-5691
BAKER & TAYLOR	2035784248	BOOKS/MAGAZINES	02/16/2021	59.14		03/21	701-5691
BAKER & TAYLOR	2035788310	BOOKS/MAGAZINES	02/17/2021	67.82		03/21	701-5691
BAKER & TAYLOR	2035796490	BOOKS/MAGAZINES	02/22/2021	42.32		03/21	701-5691
BAKER & TAYLOR	2035802496	BOOKS/MAGAZINES	02/24/2021	173.86		03/21	701-5691
BAKER & TAYLOR	2035804584	BOOKS/MAGAZINES	02/25/2021	18.56		03/21	701-5691
BEATRICE CONCRETE CO (440)							
BEATRICE CONCRETE CO	1B 29448	47B SAND	02/12/2021	261.00		03/21	401-5980
BEATRICE CONCRETE CO	1B 29452	47B SAND	02/22/2021	302.20		03/21	401-5980
BEATRICE CONCRETE CO	1B 29456	FILL SAND	02/23/2021	130.47		03/21	002-8021
BEATRICE CONCRETE CO	1B 29492	REBAR	03/01/2021	26.88		03/21	002-8021
BEATRICE CONCRETE CO	1B 29512	2-3" SEITZ CLEAN ROCK	03/02/2021	326.74		03/21	401-5980
BEATRICE CONCRETE CO	1B 29516	2-3" SEITZ CLEAN ROCK	03/02/2021	1,094.06		03/21	401-5980
BEATRICE CONCRETE CO	C1 612878	CONCRETE	02/26/2021	217.02		03/21	002-8021
BEATRICE CONCRETE CO	1B 29555	47B ROCK	03/04/2021	97.91		03/21	002-2581
BEATRICE CONCRETE CO	1B 29571	2-3" SEITZ CLEAN ROCK	03/05/2021	375.36		03/21	401-5980
BEATRICE CONCRETE CO	1B 29574	2-3" SEITZ CLEAN ROCK	03/05/2021	236.98		03/21	401-5980
BEATRICE CONCRETE CO	1B 29652	REBAR	03/10/2021	46.25		03/21	401-5880
BEATRICE CONCRETE CO	1B 29675	CRUSHED CONCRETE	03/11/2021	142.80		03/21	401-5980

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	C1 613523	CONCRETE	03/09/2021	102.78		03/21	401-5880
BECK, DUSTIN (5671)							
BECK, DUSTIN	2021 SOCCE	SOCCER REFUND	03/11/2021	45.00		03/21	721-5901
BLACK HILLS ENERGY (495)							
BLACK HILLS ENERGY	02 21 501	NATURAL GAS	02/24/2021	110.72		03/21	501-7530
BLACK HILLS ENERGY	02 21 502	NATURAL GAS	02/24/2021	32.46		03/21	502-7530
BLACK HILLS ENERGY	02 21 301	NATURAL GAS	02/24/2021	109.32		03/21	301-7530
BLACK HILLS ENERGY	02 21 810	NATURAL GAS	02/24/2021	394.66		03/21	810-5210
BLACK HILLS ENERGY	02 21 701	NATURAL GAS	02/24/2021	1,939.28		03/21	701-7530
BLACK HILLS ENERGY	02 21 003	NATURAL GAS	02/24/2021	270.88		03/21	003-7530
BOK FINANCIAL (545)							
BOK FINANCIAL	SERIES 201	INTEREST DUE 3/15/21	03/02/2021	198.00		03/21	801-5754
BOK FINANCIAL	SERIES 201	INTEREST DUE 3/15/21	03/02/2021	2,261.25		03/21	801-5754
BOUND TREE MEDICAL LLC (5598)							
BOUND TREE MEDICAL LLC	83953272	MEDICAL SUPPLIES	02/12/2021	206.51		03/21	302-5341
BOUND TREE MEDICAL LLC	83960464	RESCUE EQUIPMENT	02/22/2021	122.38		03/21	302-5331
BOUND TREE MEDICAL LLC	83963008	MEDICAL SUPPLIES	02/23/2021	62.99		03/21	302-5341
BOUND TREE MEDICAL LLC	83976142	MEDICAL SUPPLIES	03/04/2021	29.98		03/21	302-5341
BOUND TREE MEDICAL LLC	83983405	MEDICAL SUPPLIES	03/10/2021	497.94		03/21	302-5341
BROADCAST MICROWAVE SERVICES LLC (5667)							
BROADCAST MICROWAVE SERVICES LLC	SI-110699	INTERNAL GPS UNIT 4 COMPUTER	01/21/2021	192.00		03/21	531-6420
BRYAN MEDICAL CENTER (640)							
BRYAN MEDICAL CENTER	01 20	EMT VACINATIONS	01/11/2021	673.00		03/21	301-5500
CASELLE, INC. (5609)							
CASELLE, INC.	108387	CONTRACT SUPPORT & MAINT	03/01/2021	831.76		03/21	001-2400
CASELLE, INC.	108387	CONTRACT SUPPORT & MAINT	03/01/2021	349.02		03/21	002-2400
CASELLE, INC.	108387	CONTRACT SUPPORT & MAINT	03/01/2021	272.21		03/21	003-2400
CASELLE, INC.	108387	CONTRACT SUPPORT & MAINT	03/01/2021	806.01		03/21	101-6050
CDW GOVERNMENT INC (750)							
CDW GOVERNMENT INC	8764520	COMPUTER EXPENSE	03/02/2021	340.08		03/21	531-6482
CENGAGE LEARNING INC/GALE (1890)							
CENGAGE LEARNING INC/GALE	73738461	REPLACEMENT	02/12/2021	25.41		03/21	701-5693
CENGAGE LEARNING INC/GALE	73778773	BOOKS/MAGAZINES	02/16/2021	21.31		03/21	701-5691
CENGAGE LEARNING INC/GALE	73793371	BOOKS/MAGAZINES	02/17/2021	51.64		03/21	701-5691
CENTER POINT LARGE PRINT (765)							
CENTER POINT LARGE PRINT	1833144	BOOKS/MAGAZINES	02/19/2021	156.39		03/21	701-5691
CENTER POINT LARGE PRINT	1834657	BOOKS/MAGAZINES	03/02/2021	65.91		03/21	701-5691
CHRISTIE CASH (5666)							
CHRISTIE CASH	2021 SOCCE	MICRO SOCCER REFUND	03/04/2021	25.00		03/21	721-5901
CHURCH, SUSAN (805)							
CHURCH, SUSAN	FEB 2021 V	OUTREACH	03/05/2021	16.80		03/21	701-9760

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY HALL FUND (830)							
CITY HALL FUND	9	DEPARTMENT OFFICE RENT	03/01/2021	548.00		03/21	001-9680
CITY HALL FUND	9	DEPARTMENT OFFICE RENT	03/01/2021	412.00		03/21	002-9680
CITY HALL FUND	9	DEPARTMENT OFFICE RENT	03/01/2021	265.00		03/21	003-9680
CITY HALL FUND	9	DEPARTMENT OFFICE RENT	03/01/2021	187.50		03/21	101-9680
CITY HALL FUND	9	DEPARTMENT OFFICE RENT	03/01/2021	150.00		03/21	401-9680
CITY HALL FUND	9	DEPARTMENT OFFICE RENT	03/01/2021	37.50		03/21	721-9680
CITY HEALTH FUND (835)							
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	40.00		03/21	101-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	47.00		03/21	201-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	7.00		03/21	203-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	40.00		03/21	401-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	15.00		03/21	601-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	59.00		03/21	701-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	92.00		03/21	001-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	40.00		03/21	002-9620
CITY HEALTH FUND	9	HEALTH REIMBURSEMENT ACCOUNT	03/01/2021	26.00		03/21	003-9620
CITY REVENUE FUND (860)							
CITY REVENUE FUND	JAN 2021	FRANCHISE FEE	02/10/2021	1,084.80		03/21	511-4012
CITY REVENUE FUND	18116	PAPER TOWELS	02/18/2021	20.04		03/21	401-5541
CITY REVENUE FUND	SALES TAX	SALES TAX	12/16/2020	30.60		03/21	401-4911
CITY REVENUE FUND	320211	FUEL OIL RECOVERY	03/01/2021	59.43		03/21	001-7090
CITY REVENUE FUND	320211	GAS PUMPS	03/01/2021	56.82		03/21	001-9670
CITY REVENUE FUND	320211	WATER (4)	03/01/2021	7,350.15		03/21	002-7100
CITY REVENUE FUND	320211	SEWER	03/01/2021	1,388.80		03/21	003-7530
CITY REVENUE FUND	320211	GENERAL (POLICE 1)	03/01/2021	1,260.46		03/21	201-5215
CITY REVENUE FUND	320211	GENERAL (POLICE 8)	03/01/2021	31.44		03/21	201-5610
CITY REVENUE FUND	320211	CITY HALL	03/01/2021	1,025.80		03/21	501-7530
CITY REVENUE FUND	320211	STREET & GRADE (6)	03/01/2021	6,030.94		03/21	401-7530
CITY REVENUE FUND	320211	STREET & GRADE (7)	03/01/2021	136.03		03/21	401-5890
CITY REVENUE FUND	320211	FIRE MAINT.	03/01/2021	2,423.68		03/21	301-7530
CITY REVENUE FUND	320211	CEMETERY	03/01/2021	263.61		03/21	601-7530
CITY REVENUE FUND	320211	SAN. LANDFILL	03/01/2021	62.88		03/21	511-7530
CITY REVENUE FUND	320211	LIBRARY	03/01/2021	1,144.64		03/21	701-7530
CITY REVENUE FUND	320211	PARK & REC	03/01/2021	1,699.87		03/21	521-7530
CITY REVENUE FUND	320211	THEATRE	03/01/2021	134.53		03/21	810-5210
CITY REVENUE FUND	320211	SWIMMING POOL	03/01/2021	.00		00/00	522-7530
CITY REVENUE FUND	320211	COMM. DEVELOP.	03/01/2021	65.24		03/21	101-6201
CITY REVENUE FUND	320212	ELECTRIC	03/01/2021	69.88		03/21	001-7060
CITY REVENUE FUND	320212	POLICE	03/01/2021	35.03		03/21	201-5215
CITY REVENUE FUND	320212	CITY HALL	03/01/2021	82.37		03/21	501-7530

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	320212	STREET & GRADE	03/01/2021	35.91		03/21	401-7530
CITY REVENUE FUND	320212	FIRE MAINT.	03/01/2021	36.78		03/21	301-7530
CITY REVENUE FUND	320212	LIBRARY	03/01/2021	35.56		03/21	701-7530
CITY REVENUE FUND	320212	PARK BLDG	03/01/2021	.00		00/00	721-7530
CITY REVENUE FUND	320212	SWIMMING POOL	03/01/2021	.00		00/00	522-7530
CITY REVENUE FUND	320212	THEATRE	03/01/2021	.00		00/00	810-5210
CITY REVENUE FUND	320212	PARK & REC	03/01/2021	135.12		03/21	521-7530
CITY REVENUE FUND	320213	ELECTRIC	03/01/2021	107.85		03/21	001-7060
CITY REVENUE FUND	320213	SEWER REV	03/01/2021	514.63		03/21	003-7530
CITY REVENUE FUND	320213	POLICE	03/01/2021	29.05		03/21	201-5215
CITY REVENUE FUND	320213	CITY HALL	03/01/2021	45.71		03/21	501-7530
CITY REVENUE FUND	320213	STREET & GRADE	03/01/2021	60.54		03/21	401-7530
CITY REVENUE FUND	320213	FIRE MAINT.	03/01/2021	75.50		03/21	301-7530
CITY REVENUE FUND	320213	CEMETERY	03/01/2021	.00		00/00	601-7530
CITY REVENUE FUND	320213	LANDFILL	03/01/2021	.00		00/00	511-7530
CITY REVENUE FUND	320213	LIBRARY	03/01/2021	208.53		03/21	701-7530
CITY REVENUE FUND	320213	PARKS & REC	03/01/2021	316.76		03/21	521-7530
CITY REVENUE FUND	320213	THEATRE	03/01/2021	.00		00/00	810-5210
CITY REVENUE FUND	320213	SWIMMING POOL	03/01/2021	.00		00/00	522-7530
CITY REVENUE FUND	320213	PARK BLDG	03/01/2021	.00		00/00	721-7530
CITY REVENUE FUND	02 21	WATER	03/01/2021	21.69		03/21	050-7530
CITY REVENUE FUND	121620	SALES TAX	12/16/2020	238.40		03/21	050-4107
CITY REVENUE FUND	121620	SALES TAX	12/16/2020	40.58		03/21	050-4215
CITY REVENUE FUND	FEB 2021 FF	FRANCHISE FEE	03/08/2021	1,084.80		03/21	511-4012
CITY REVENUE FUND	18045	PAPER TOWELS COMM CTR	03/10/2021	22.32		03/21	502-5541
CITY TAX FUND (865)							
CITY TAX FUND	18	ELECTRIC SURPLUS & FRANCHISE	03/01/2021	29,167.00		03/21	001-9960
CITY TAX FUND	18	ELECTRIC SURPLUS & FRANCHISE	03/01/2021	10,000.00		03/21	001-9965
CITY TAX FUND	19	LIBRARY BOND PAYMENTS	03/01/2021	21,000.00		03/21	150-1015
CLINE WILLIAMS LLP (895)							
CLINE WILLIAMS LLP	316012	ORSCHELN REDEV. PROJECT	03/09/2021	166.36		03/21	802-5386
COE, TRAVIS (5669)							
COE, TRAVIS	2021 SOCCE	SOCCER REFUND	03/11/2021	35.00		03/21	721-5901
CORE & MAIN LP (1005)							
CORE & MAIN LP	N726362	3/4S IPERL METER 7.5"LL SMART MODE 12SXFLXX	02/16/2021	1,195.40	1100	03/21	002-8090
CORE & MAIN LP	N726362	HER C6551G TRU-READ VISUAL REMOTE FOR TR	02/16/2021	791.20	1100	03/21	002-8090
CORE & MAIN LP	N831405	6 2606ALAFAA RW GV OL ALPHA 2606ALAFAA	03/10/2021	4,251.26	1111	03/21	002-2581
CORE & MAIN LP	N831405	664-S VALVE BOX WITH LID IMP	03/10/2021	419.25	1111	03/21	002-2581
CORE & MAIN LP	N831405	12GA KRIS-TECH BLUE WIRE 500" (TRACING WIRE	03/10/2021	86.00	1111	03/21	002-2581
CORNHUSKER INTERNATIONAL TRUCK (1010)							
CORNHUSKER INTERNATIONAL TRUCK	3358593	FUEL PUMP ASSEMBLY & PARTS	02/03/2021	522.06		03/21	401-5968

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CORNHUSKER INTERNATIONAL TRUCK	3358619	FUEL FITTINGS	02/04/2021	70.24		03/21	401-5968
CRETE ACE HARDWARE (1060)							
CRETE ACE HARDWARE	4151	ELECTRIC SUPPLIES	02/17/2021	7.19		03/21	050-5330
CRETE ACE HARDWARE	4204	HANGAR #1 REPAIRS	02/18/2021	13.66		03/21	050-5330
CRETE ACE HARDWARE	3563	JANITORIAL SUPPLIES	02/01/2021	52.87		03/21	003-7230
CRETE ACE HARDWARE	3725	DISPOSABLE GLOVES	02/04/2021	23.91		03/21	401-5541
CRETE ACE HARDWARE	3807	AIR COMPRESSOR PARTS	02/08/2021	29.78		03/21	201-5329
CRETE ACE HARDWARE	3817	SCRAPER	02/08/2021	15.99		03/21	003-7220
CRETE ACE HARDWARE	3913	ROOF RAKE	02/10/2021	45.99		03/21	201-5329
CRETE ACE HARDWARE	3938	MAINT MISC	02/10/2021	47.81		03/21	003-7220
CRETE ACE HARDWARE	4026	DRAIN CLEANER	02/12/2021	16.55		03/21	501-5330
CRETE ACE HARDWARE	4030	LEAF BLOWER	02/12/2021	134.13		03/21	003-7220
CRETE ACE HARDWARE	4077	SHOVELS/FILTERS	02/15/2021	110.34		03/21	003-7220
CRETE ACE HARDWARE	4223	PAINT FOR PICNIC TABLES	02/19/2021	61.02		03/21	521-5333
CRETE ACE HARDWARE	4276	TRASH BAGS	02/22/2021	29.42		03/21	003-8231
CRETE ACE HARDWARE	4361	REMODEL PROJECT	02/24/2021	10.91		03/21	531-6482
CRETE ACE HARDWARE	4365	BULBS	02/24/2021	18.38		03/21	401-5330
CRETE ACE HARDWARE	4365	PVC CEMENT	02/24/2021	11.95		03/21	401-6020
CRETE ACE HARDWARE	4405	REMODEL PROJECT	02/25/2021	91.64		03/21	531-6482
CRETE ACE HARDWARE	4432	REMODEL PROJECT	02/25/2021	19.37		03/21	531-6482
CRETE ACE HARDWARE	4454	HALLWAY LIGHTS	02/26/2021	11.03		03/21	501-5330
CRETE ACE HARDWARE	4465	REMODEL PROJECT	02/26/2021	100.80		03/21	531-6482
CRETE ACE HARDWARE	3738	BLDG & GRND MAINT	02/05/2021	143.99		03/21	701-5330
CRETE ACE HARDWARE	4221	BLDG & GRND MAINT	02/19/2021	18.88		03/21	701-5330
CRETE ACE HARDWARE	3610	BATTERY	02/02/2021	19.33		03/21	001-8460
CRETE ACE HARDWARE	3847	MISC. SUPPLIES	02/09/2021	22.23		03/21	001-7080
CRETE ACE HARDWARE	3886	BLADE	02/09/2021	18.37		03/21	001-8090
CRETE ACE HARDWARE	3952	FOR METER AT MILL	02/10/2021	17.01		03/21	001-8090
CRETE ACE HARDWARE	4006	METER AT MILL	02/12/2021	23.39		03/21	001-8090
CRETE ACE HARDWARE	4096	LUBE TRIFLOW SPRAY	02/15/2021	9.27		03/21	001-8460
CRETE ACE HARDWARE	4143	VEHICEL REPAIR	02/17/2021	11.21		03/21	001-8460
CRETE ACE HARDWARE	4143	AIR FILTER	02/17/2021	57.94		03/21	001-8000
CRETE ACE HARDWARE	4208	SHOP SUPPLIES	02/18/2021	8.69		03/21	002-7080
CRETE ACE HARDWARE	4241	OFFICE SUPPLIES	02/19/2021	17.40		03/21	002-9900
CRETE ACE HARDWARE	4327	BLADE	02/23/2021	26.09		03/21	531-6482
CRETE ACE HARDWARE	3865	BLDG & GRND MAINT	02/09/2021	22.11		03/21	301-5330
CRETE ACE HARDWARE	3953	AIR PACKS	02/10/2021	183.47		03/21	303-5264
CRETE ACE HARDWARE	4069	BLDG & GRND MAINT	02/14/2021	26.97		03/21	301-5330
CRETE ACE HARDWARE	4350	BLDG & GRND MAINT	02/23/2021	69.24		03/21	301-5330
CRETE AREA MEDICAL CENTER (1070)							
CRETE AREA MEDICAL CENTER	9	AMBULANCE LAUNDRY	03/01/2021	35.00		03/21	302-8500

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE AREA MEDICAL CENTER	2402871	HEPATITIS SHOT OFC MONK	01/14/2021	44.00		03/21	201-5120
CRETE AREA MEDICAL CENTER	12 20	ALS SERVICE FEE	02/11/2021	1,200.00		03/21	302-5342
CRETE AREA MEDICAL CENTER	12 20	ALS PARAMEDIC FEE	02/11/2021	341.78		03/21	302-5343
CRETE FOODMART (1095)							
CRETE FOODMART	258	OFFICE SUPPLIES	02/02/2021	28.42		03/21	701-9900
CRETE FOODMART	2001	OFFICE SUPPLIES	02/19/2021	6.48		03/21	701-9900
CRETE GLASS PROFESSIONALS LLC (1100)							
CRETE GLASS PROFESSIONALS LLC	1070	WINDSHIELD UNIT 2	03/05/2021	325.00		03/21	201-5791
CRETE LUMBER & FARM SUPPLY CO (1110)							
CRETE LUMBER & FARM SUPPLY CO	662337	BOARDS FOR BLEACHER AT POOL	02/11/2021	232.95		03/21	522-5330
CRETE LUMBER & FARM SUPPLY CO	662337	NUTS/BOLTS FOR SNOWPLOW BLADE	02/11/2021	12.52		03/21	521-5791
CRETE LUMBER & FARM SUPPLY CO	662476	BOARDS FOR PICNIC TABLES	02/17/2021	87.57		03/21	521-5333
CRETE LUMBER & FARM SUPPLY CO	662598	PIPE FOR BRINE SPRAYER	02/22/2021	48.87		03/21	401-5771
CRETE VETERINARY CLINIC (1140)							
CRETE VETERINARY CLINIC	42848	BOARD - DOG	02/08/2021	15.59		03/21	203-5345
CRETE VETERINARY CLINIC	42850	BOARD - DOG	02/08/2021	17.74		03/21	203-5345
CRETE VETERINARY CLINIC	42865	BOARD - CAT	02/09/2021	43.54		03/21	203-5345
CRETE VETERINARY CLINIC	43112	BOARD - DOG	02/24/2021	31.18		03/21	203-5345
CRIST TOWING SERVICE (5635)							
CRIST TOWING SERVICE	14565	2020-2883 TOWING	07/29/2020	238.75		03/21	201-5812
CRIST TOWING SERVICE	14577	2020-3365 TOWING	09/01/2020	75.50		03/21	201-5812
CRIST TOWING SERVICE	14594	2020-4030 TOWING	10/04/2020	147.00		03/21	201-5812
CRIST TOWING SERVICE	14615	2020-3365 TOWING	09/01/2020	153.75		03/21	201-5812
CRIST TOWING SERVICE	14561	2020-2696 TOWING	07/13/2020	93.75		03/21	201-5812
CRIST TOWING SERVICE	14640	2020-4135 TOWING	10/10/2020	153.75		03/21	201-5812
CRIST TOWING SERVICE	14652	2020-4611 TOWING	11/04/2020	153.75		03/21	201-5812
CRIST TOWING SERVICE	14686	2020-4762 TOWING	11/14/2020	269.00		03/21	201-5812
CULLIGAN WATER SERVICE (1160)							
CULLIGAN WATER SERVICE	FEB 2021 S	SOLAR SALT	02/28/2021	22.50		03/21	701-5330
CULLIGAN WATER SERVICE	FEB 2021 W	WATER COOLER RENTAL	02/28/2021	10.00		03/21	701-9900
DEMCO (1240)							
DEMCO	6911272	OFFICE SUPPLIES	02/18/2021	103.34		03/21	701-9900
DEPOSITORY TRUST COMPANY (5607)							
DEPOSITORY TRUST COMPANY	9E94C59B72	W 13TH BRIDGE BAN INT	02/18/2021	4,253.75		03/21	150-9971
DEPT. OF ENERGY W.A.P.A. (1250)							
DEPT. OF ENERGY W.A.P.A.	BFPB000890	PURCHASED POWER WAPA	03/11/2021	22,460.72		03/21	001-7240
DHHS DIVISION OF PUBLIC HEALTH (1255)							
DHHS DIVISION OF PUBLIC HEALTH	2021 POOL	2021 POOL PERMIT RENEWAL	02/16/2021	40.00		03/21	522-8500
DOHENY'S COMMERCIAL (1365)							
DOHENY'S COMMERCIAL	246802	EQUIPMENT	02/23/2021	3,627.82		03/21	722-5331

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
DRAKE REFRIGERATION (1390)							
DRAKE REFRIGERATION	002501	HANGER #1 HEATER REPAIRS	02/24/2021	330.49		03/21	050-5330
DRAKE REFRIGERATION	002500	HANGER #2 HEATER REPAIRS	02/24/2021	174.00		03/21	050-5330
DUTTON LAINSON COMPANY (1450)							
DUTTON LAINSON COMPANY	831702-2	MADI HEADLAMP	02/25/2021	90.30	1073	03/21	001-8500
EAKES OFFICE SOLUTIONS (1475)							
EAKES OFFICE SOLUTIONS	8203276-0	OFFICE SUPPLIES	02/18/2021	54.00		03/21	101-9900
EAKES OFFICE SOLUTIONS	8203276-0	OFFICE SUPPLIES	02/18/2021	54.00		03/21	101-5452
EAKES OFFICE SOLUTIONS	8203276-0	OFFICE SUPPLIES	02/18/2021	13.60		03/21	522-6020
EAKES OFFICE SOLUTIONS	8203276-0	OFFICE SUPPLIES	02/18/2021	13.60		03/21	501-6020
EAKES OFFICE SOLUTIONS	8203229-0	OFFICE SUPPLIES	02/18/2021	6.87		03/21	001-9900
EAKES OFFICE SOLUTIONS	8203229-0	OFFICE SUPPLIES	02/18/2021	6.85		03/21	002-9900
EAKES OFFICE SOLUTIONS	8203229-0	OFFICE SUPPLIES	02/18/2021	5.96		03/21	003-9900
EAKES OFFICE SOLUTIONS	8203229-0	OFFICE SUPPLIES	02/18/2021	5.96		03/21	401-9900
EAKES OFFICE SOLUTIONS	8207710-0	ENVELOPES	03/01/2021	90.95		03/21	101-9900
EAKES OFFICE SOLUTIONS	8207710-0	ENVELOPES	03/01/2021	90.95		03/21	002-9900
EAKES OFFICE SOLUTIONS	8207710-0	ENVELOPES	03/01/2021	90.94		03/21	003-9900
EAKES OFFICE SOLUTIONS	8207713-0	ENVELOPES	03/01/2021	98.77		03/21	001-9900
EAKES OFFICE SOLUTIONS	8207713-0	ENVELOPES	03/01/2021	98.77		03/21	002-9900
EAKES OFFICE SOLUTIONS	8207713-0	ENVELOPES	03/01/2021	98.77		03/21	003-9900
EAKES OFFICE SOLUTIONS	8187763-0	JANITORIAL SUPPLIES	02/25/2021	45.00		03/21	701-5541
EAKES OFFICE SOLUTIONS	8213699-0	OFFICE SUPPLIES	03/04/2021	73.98		03/21	521-6020
EAKES OFFICE SOLUTIONS	8212850-0	OFFICE SUPPLIES	03/04/2021	12.50		03/21	301-9900
EAKES OFFICE SOLUTIONS	8212850-0	OFFICE SUPPLIES	03/04/2021	25.68		03/21	001-9900
EAKES OFFICE SOLUTIONS	8212850-0	OFFICE SUPPLIES	03/04/2021	25.68		03/21	002-9900
EAKES OFFICE SOLUTIONS	8212850-0	OFFICE SUPPLIES	03/04/2021	22.65		03/21	003-9900
EAKES OFFICE SOLUTIONS	8212832-1	OFFICE SUPPLIES	03/11/2021	59.24		03/21	001-9900
EAKES OFFICE SOLUTIONS	8212832-1	OFFICE SUPPLIES	03/11/2021	59.22		03/21	002-9900
EAKES OFFICE SOLUTIONS	8212832-1	OFFICE SUPPLIES	03/11/2021	51.50		03/21	003-9900
EAKES OFFICE SOLUTIONS	8212832-1	OFFICE SUPPLIES	03/11/2021	51.50		03/21	401-9900
EGAN SUPPLY CO (1505)							
EGAN SUPPLY CO	332750	JANITORIAL SUPPLIES	02/15/2021	270.48		03/21	501-5541
EGAN SUPPLY CO	332750	JANITORIAL SUPPLIES	02/15/2021	208.91		03/21	701-5541
EGAN SUPPLY CO	332750	JANITORIAL SUPPLIES	02/15/2021	54.54		03/21	001-8230
EGAN SUPPLY CO	332750A	JANITORIAL SUPPLIES	02/19/2021	43.88		03/21	701-8231
EGAN SUPPLY CO	333011	JANITORIAL SUPPLIES	02/19/2021	267.76		03/21	001-7230
EMSAR MIDWEST (5676)							
EMSAR MIDWEST	24831	RESCUE EQUIP REPAIR	12/14/2020	398.53		03/21	302-5791
EMSOA INC (1595)							
EMSOA INC	2021	ANNUAL MEDICAL OVERSIGHT	02/17/2021	800.00		03/21	302-5340

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ENVIRO-TECH PEST SERVICES (1640)							
ENVIRO-TECH PEST SERVICES	84019	PEST CONTROL	02/10/2021	39.00		03/21	301-5330
ENVIRO-TECH PEST SERVICES	84031	PEST CONTROL	02/10/2021	39.00		03/21	301-5330
ENVIRO-TECH PEST SERVICES	84020	PEST CONTROL-210 E 14TH	03/10/2021	39.00		03/21	301-5330
EXECUTIVE ANSWERING SERVICE (1670)							
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	15.14		03/21	203-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	18.93		03/21	401-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	.76		03/21	601-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	.76		03/21	511-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	2.27		03/21	521-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	75.70		03/21	001-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	18.92		03/21	002-9980
EXECUTIVE ANSWERING SERVICE	210310029	ANSWERING SERVICE	03/15/2021	18.92		03/21	003-9980
FRANSYL EQUIPMENT CO INC (1845)							
FRANSYL EQUIPMENT CO INC	17227	ADJUST SPEED UNIT 322 BOOM	02/07/2021	642.00		03/21	001-8460
GARDEN GATE (5664)							
GARDEN GATE	GDT0148757	2 YR RENEWAL	02/08/2021	45.00		03/21	701-5691
GRAHAM TIRE LIN. NORTH (2000)							
GRAHAM TIRE LIN. NORTH	606467506	NEW TIRES UNIT 4	02/22/2021	765.00		03/21	201-5810
GRAINGER (2005)							
GRAINGER	9808019377	MOTOR START CAPACITOR	02/16/2021	23.74		03/21	401-5330
HAMILTON EQUIPMENT CO (2085)							
HAMILTON EQUIPMENT CO	13785	O-RING	03/11/2021	3.94	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	O-RING	03/11/2021	3.94	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	O-RING	03/11/2021	3.96	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	RING, BACK	03/11/2021	2.40	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	RING, BACK	03/11/2021	2.40	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	KIT REBUILD	03/11/2021	561.11	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	RING, RETA	03/11/2021	4.96	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	FITTING, B	03/11/2021	138.47	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	FREIGHT	03/11/2021	17.65	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	SHOP SUPPLIES	03/11/2021	23.50	1118	03/21	401-5771
HAMILTON EQUIPMENT CO	13785	LABOR	03/11/2021	587.50	1118	03/21	401-5770
HEARTLAND NATURAL GAS (2175)							
HEARTLAND NATURAL GAS	85221	UTILITY-485 S MAIN AVE	02/24/2021	566.41		03/21	003-7530
HEARTLAND NATURAL GAS	85222	UTILITY-239 E 13TH ST	02/24/2021	153.56		03/21	501-7530
HEARTLAND NATURAL GAS	85226	UTILITY-210 E 14TH	02/24/2021	147.53		03/21	301-7530
HEATH SPORTS (2180)							
HEATH SPORTS	S 20574	T-SHIRTS YOUTH SOCCER	03/05/2021	933.53		03/21	721-5586
INDEPENDENT SALT COMPANY (2320)							
INDEPENDENT SALT COMPANY	160404-IN	50# HIGHWAY SALT (38 PALLETS)	02/26/2021	2,839.55	1098	03/21	401-5590

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
INDEPENDENT SALT COMPANY	160769-IN	50# HIGHWAY SALT (38 PALLETS)	03/04/2021	2,839.55	1098	03/21	401-5590
INT'L INSTITUTE OF MUNI CLERKS (2355)							
INT'L INSTITUTE OF MUNI CLERKS	2021 RENE	2021 MEMBERSHIP RENEWAL	01/06/2021	175.00		03/21	101-5400
JANWAY COMPANY (2395)							
JANWAY COMPANY	137574	OFFICE SUPPLIES	03/02/2021	446.99		03/21	701-9900
JAY'S OIL CO. (2405)							
JAY'S OIL CO.	1377	TIRE REPAIR/SKID LOADER	02/12/2021	35.00		03/21	002-8460
JAY'S OIL CO.	51531B	#1 OFF RD BULK	02/17/2021	1,326.00	1101	03/21	003-7530
JAY'S OIL CO.	3839	TIRES-UNIT 4	02/25/2021	140.00		03/21	201-5810
JEO CONSULTING GROUP INC. (2425)							
JEO CONSULTING GROUP INC.	122638	R200586.00 CRETE 2021 STREET IMPR	02/16/2021	4,570.08		03/21	532-6381
JEO CONSULTING GROUP INC.	122723	R160333.00 CRETE WATER SYS IMPROV	02/18/2021	2,000.00		03/21	002-2000
JONES AUTOMOTIVE (2475)							
JONES AUTOMOTIVE	3-37330	POLICE CRUISERS	03/05/2021	9,837.33		03/21	531-6420
KIDWELL (2580)							
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	22.50		03/21	101-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	55.00		03/21	201-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	17.50		03/21	401-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	5.00		03/21	601-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	22.50		03/21	301-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	55.00		03/21	701-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	12.50		03/21	721-6050
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	35.00		03/21	001-9910
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	12.50		03/21	002-9910
KIDWELL	173763	SERVICE AGREEMENT	03/01/2021	12.50		03/21	003-9910
KOTAS, ERIC (5670)							
KOTAS, ERIC	2021 SOCCE	SOCCER REFUND	03/11/2021	45.00		03/21	721-5901
LEAGUE OF NEBR. MUNICIPALITIES (2710)							
LEAGUE OF NEBR. MUNICIPALITIES	2021 DIREC	2021 NEB DIRECTORY	03/10/2021	295.00		03/21	101-5390
LINCOLN WINWATER WORKS (2810)							
LINCOLN WINWATER WORKS	75266 01	WATER PROJECT	03/11/2021	72.13		03/21	002-2581
MANHATTAN LIFE ASSURANCE CO (2960)							
MANHATTAN LIFE ASSURANCE CO	030121	ELECTIVE COVERAGE	03/01/2021	7.21		03/21	201-9620
MATHESON TRI-GAS INC (3020)							
MATHESON TRI-GAS INC	51759303	OXYGEN	02/28/2021	150.03		03/21	302-5265
MATHESON TRI-GAS INC	23220955	OXYGEN	03/10/2021	295.77		03/21	302-5265
MATT FRIEND TRUCK EQUIPMENT INC (3025)							
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	SNOW PLOW BLADE-RIGHT (FOR WWTP)	02/17/2021	212.00	1099	03/21	003-8460
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	SNOW PLOW BLADE-LEFT (FOR WWTP)	02/17/2021	212.00	1099	03/21	003-8460
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	SNOW PLOW BLADE-RIGHT (FOR PARKS)	02/17/2021	212.00	1099	03/21	521-5791
MATT FRIEND TRUCK EQUIPMENT INC	89277-IN	SNOW PLOW BLADE-LEFT (FOR PARKS)	02/17/2021	212.00	1099	03/21	521-5791

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MAX I WALKER UNIFORM & APPAREL (3035)							
MAX I WALKER UNIFORM & APPAREL	1126766	UNIFORMS	02/17/2021	60.17		03/21	003-9640
MAX I WALKER UNIFORM & APPAREL	1127969	UNIFORMS	02/24/2021	68.82		03/21	003-9640
MAX I WALKER UNIFORM & APPAREL	1129173	UNIFORMS	03/03/2021	60.17		03/21	003-9640
MAX I WALKER UNIFORM & APPAREL	1130371	UNIFORMS	03/10/2021	60.17		03/21	003-9640
MCI VERIZON (3055)							
MCI VERIZON	3012021	TOLL FREE LINE	03/07/2021	.00		00/00	
MCI VERIZON	3012021	TOLL FREE LINE	03/07/2021	12.00		03/21	101-7530
MCI VERIZON	3012021	TOLL FREE LINE	03/07/2021	12.00		03/21	201-5220
MCI VERIZON	3012021	TOLL FREE LINE	03/07/2021	12.00		03/21	301-7530
MCI VERIZON	3012021	TOLL FREE LINE	03/07/2021	12.00		03/21	721-7530
MCI VERIZON	3012021	TOLL FREE LINE	03/07/2021	17.62		03/21	001-9660
MCMILLAN, KIM (5668)							
MCMILLAN, KIM	2021 SOCCE	SOCCER REFUND	03/10/2021	45.00		03/21	721-5901
MENARDS - LINCOLN SOUTH (3115)							
MENARDS - LINCOLN SOUTH	56147	CITY HALL CONST	02/25/2021	28.97		03/21	531-6482
MENARDS - LINCOLN SOUTH	56818	CITY HALL CONST	03/09/2021	15.96		03/21	531-6482
MENARDS - LINCOLN SOUTH	57121	CITY HALL CONST	03/14/2021	37.96		03/21	531-6482
MICHAEL TODD & CO INC (3145)							
MICHAEL TODD & CO INC	200629	CURB RUNNERS	03/10/2021	399.44		03/21	401-5968
MID-STATES ORGANIZED CRIME (3170)							
MID-STATES ORGANIZED CRIME	63012-1948	2021 ANNUAL MEMBERSHIP FEES	02/25/2021	150.00		03/21	201-5400
MIDWEST BREATHING AIR LLC (3180)							
MIDWEST BREATHING AIR LLC	24747	QUARTERLY AIR TEST	02/15/2021	254.00		03/21	303-5264
MIDWEST LABORATORIES INC (3195)							
MIDWEST LABORATORIES INC	1028916	LABS	03/03/2021	1,661.00		03/21	003-7282
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)							
MUNICIPAL ENERGY AGENCY OF NEBRASKA	301595	PURCHASED POWER-NMPP	02/22/2021	613,490.04		03/21	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	301595	PURCHASED POWER-OTHER	02/22/2021	6.33		03/21	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	301595	WHEELING EXPENSE	02/22/2021	81,697.53		03/21	001-7820
MUNICIPAL SUPPLY INC OF OMAHA (3315)							
MUNICIPAL SUPPLY INC OF OMAHA	789562-IN	GREASE TUBE 14OZ FOOD GRADE	02/26/2021	150.30	1089	03/21	002-7081
NAPA AUTO PARTS (3345)							
NAPA AUTO PARTS	29647	FUEL FILTER, POWER SERV DIESEL	02/16/2021	223.91		03/21	003-7530
NAPA AUTO PARTS	29019	FUEL LINE '03 INTL'L	02/04/2021	15.32		03/21	401-5968
NAPA AUTO PARTS	29644	VEHICLE REPAIRS	02/16/2021	211.54		03/21	401-5968
NAPA AUTO PARTS	29387	MISC SUPPLIES	02/11/2021	56.69		03/21	401-6020
NAPA AUTO PARTS	29387	VEHICLE REPAIRS	02/11/2021	59.39		03/21	401-5968
NAPA AUTO PARTS	29387	VEHICLE/EQUIP FUEL	02/11/2021	46.47		03/21	401-5800
NAPA AUTO PARTS	29440	VEHICLE REPAIRS	02/12/2021	91.17		03/21	401-5968
NAPA AUTO PARTS	29440	MISC SUPPLIES	02/12/2021	40.36		03/21	401-6020

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
NAPA AUTO PARTS	29737	VEHICLE REPAIRS	02/17/2021	356.60		03/21	401-5968
NAPA AUTO PARTS	29737	BELT FOR GARAGE DOOR OPENER	02/17/2021	9.99		03/21	401-5330
NAPA AUTO PARTS	029189	FUEL CONDITIONER	02/08/2021	45.98		03/21	050-5791
NAPA AUTO PARTS	029201	FUEL CONDITIONER	02/08/2021	37.98		03/21	050-5791
NAPA AUTO PARTS	29871	MISC SUPPLIES	02/19/2021	70.61		03/21	401-6020
NAPA AUTO PARTS	29871	VEHICLE REPAIRS	02/19/2021	6.98		03/21	401-5968
NAPA AUTO PARTS	29871	JANITORIAL SUPPLIES	02/19/2021	13.49		03/21	401-5541
NAPA AUTO PARTS	30464	WIPER BLADES UNIT 1	03/03/2021	33.48		03/21	201-5791
NAPA AUTO PARTS	28873	HOSE/FITTINGS 580 SUPER M	02/01/2021	75.25		03/21	002-8460
NAPA AUTO PARTS	29641	FUEL GENERATOR MAIN PLANT	02/16/2021	39.98		03/21	003-7091
NAPA AUTO PARTS	29775	BATTERY FOR TRENCHER	02/18/2021	128.66		03/21	001-8460
NAPA AUTO PARTS	30783	BATTERY 2015 F250	03/08/2021	136.99		03/21	521-5791
NAPA AUTO PARTS	29382	EQUIP FUEL	02/11/2021	39.98		03/21	302-5800
NAPA AUTO PARTS	30612	OIL FOR EXMARK MOWER	03/05/2021	13.99		03/21	401-5801
NE DEPT OF ENVIRONMENT & ENERGY (5675)							
NE DEPT OF ENVIRONMENT & ENERGY	2743 RENE	CERT #2743 RENEWAL-JOHN M WIRUTH	12/30/2020	150.00		03/21	003-8480
NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)							
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	536514	LABS	02/17/2021	180.00		03/21	002-7281
NEBRASKA CONCRETE PAVING ASSOCIATION (5665)							
NEBRASKA CONCRETE PAVING ASSOCIATION	2590	MEETING/TRAINING	02/24/2021	30.00		03/21	401-9760
NEBRASKA CONCRETE PAVING ASSOCIATION	2590	MEETING/TRAINING	02/24/2021	30.00-		03/21	401-9760
NEBRASKA MUNICIPAL POWER POOL (3555)							
NEBRASKA MUNICIPAL POWER POOL	18420	COST OF SERVICE STUDY	03/01/2021	3,165.00		03/21	001-9840
NEBRASKA SNOW EQUIPMENT (3570)							
NEBRASKA SNOW EQUIPMENT	19682	HYD FLUID	02/09/2021	180.00		03/21	401-5801
NEBRASKA SNOW EQUIPMENT	19682	MOTOR ASSY	02/09/2021	229.00		03/21	401-5771
NEBRASKA SNOW EQUIPMENT	19690	MOTOR ASSY	02/10/2021	52.87		03/21	401-5771
NEBRASKA.GOV (3575)							
NEBRASKA.GOV	6098746	JUSTICE CASE LISTING (ACH)	02/28/2021	3.00		03/21	101-5420
NMC LLC (3675)							
NMC LLC	CUI0901705	79 GRADER REPLACEMENT PARTS	02/16/2021	113.38		03/21	401-5968
NMC LLC	CUI0901708	79 GRADER FUEL FILTER	02/16/2021	17.41		03/21	401-5968
NMC LLC	CUI0903519	GASKET	02/19/2021	3.80		03/21	401-5968
NMC LLC	CUI0904221	GASKET	02/22/2021	4.65		03/21	401-5968
NMC LLC	CUI0904724	VEE BELT SET	02/23/2021	85.40		03/21	401-5968
NORRIS PUBLIC POWER DISTRICT (3685)							
NORRIS PUBLIC POWER DISTRICT	02 21	ELECTRICITY	03/01/2021	1,158.40		03/21	050-7530
NORRIS PUBLIC POWER DISTRICT	FEB 2021 ST	ELECTRICITY	03/02/2021	9,806.56		03/21	003-7530
NORRIS PUBLIC POWER DISTRICT	FEB 2021 ST	UTILITY	03/02/2021	10.09		03/21	521-7530
OCLC INC (3745)							
OCLC INC	1000106461	STATE GRANT EXPENSE	03/01/2021	171.77		03/21	702-5700

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ONE CALL CONCEPTS INC (3810)							
ONE CALL CONCEPTS INC	1020128	LOCATING SERVICE FEE	02/28/2021	23.27		03/21	001-9730
ONE CALL CONCEPTS INC	1020128	LOCATING SERVICE FEE	02/28/2021	23.27		03/21	002-9730
O'REILLY AUTO PARTS (3825)							
O'REILLY AUTO PARTS	4484-341990	ANTIFREEZE	02/18/2021	13.98		03/21	401-6020
O'REILLY AUTO PARTS	4484-342478	BATTERY-BACKUP GENERATOR	02/22/2021	419.40		03/21	001-7200
O'REILLY AUTO PARTS	4484-342479	CREDIT TO ACCOUNT	02/22/2021	47.30-		03/21	001-7200
ORSCHELN FARM AND HOME (3835)							
ORSCHELN FARM AND HOME	FEBR 2021	2953 2-3-21 OIL/GREASE	02/15/2021	39.80		03/21	401-5801
ORSCHELN FARM AND HOME	FEBR 2021	2953 2-3-21 ROD WELDING	02/15/2021	37.99		03/21	401-6020
ORSCHELN FARM AND HOME	FEBR 2021	2953 2-3-21 NUTS/BOLTS	02/15/2021	19.85		03/21	401-6001
ORSCHELN FARM AND HOME	FEBR 2021	3300 2-5-21 AIR/GARDEN HOSE	02/15/2021	104.98		03/21	401-6020
ORSCHELN FARM AND HOME	FEBR 2021	4607 2-11-21 DIESEL EXH FLUID	02/15/2021	47.96		03/21	401-5800
ORSCHELN FARM AND HOME	FEBR 2021	4809 2-12-21 EQUIP REPAIR	02/15/2021	18.25		03/21	401-5771
OVERHEAD DOOR CO (3875)							
OVERHEAD DOOR CO	40017	HANGAR DOOR REPAIRS	09/20/2019	135.00		03/21	050-5330
OVERHEAD DOOR CO	42117	HANGAR DOOR REPAIRS	08/03/2020	300.00		03/21	050-5330
PAGE MY CELL (3900)							
PAGE MY CELL	2205	PAGING SERVICES	01/25/2021	500.00		03/21	301-5340
PAPER TIGER SHREDDING (3905)							
PAPER TIGER SHREDDING	141471	PAPER SHREDDING	02/28/2021	30.00		03/21	201-5329
PAVERS INC (3925)							
PAVERS INC	108900	COLD MIX ASPHALT	02/28/2021	762.96		03/21	401-5980
PITNEY BOWES (3995)							
PITNEY BOWES	1017480172	PRINTER INK	02/11/2021	140.97		03/21	201-9650
PO'S REPAIR (4035)							
PO'S REPAIR	934	EQUIP REPAIR	02/25/2021	30.00		03/21	302-5791
PRESTO-X (4050)							
PRESTO-X	1416692	PEST CONTROL-1945 FOREST	02/10/2021	60.00		03/21	201-5329
PRESTO-X	1430833	PEST CONTROL-1420 MAIN	02/12/2021	46.00		03/21	502-5750
QUADIENT FINANCE USA INC (5591)							
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	100.00		03/21	101-9650
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	25.00		03/21	401-9650
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	75.00		03/21	701-9650
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	75.00		03/21	721-9650
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	125.00		03/21	001-9650
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	50.00		03/21	002-9650
QUADIENT FINANCE USA INC	2282021	POSTAGE	03/01/2021	50.00		03/21	003-9650
QUALITY SOUND & COMMUNICATIONS INC (4120)							
QUALITY SOUND & COMMUNICATIONS INC	83185	QTRLY WATER CONTRACT #4312	03/01/2021	147.00		03/21	501-5750

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
QUICK MED CLAIMS (4125)							
QUICK MED CLAIMS	INV11129	OUTSIDE SERVICES (ACH)	02/28/2021	2,015.86		03/21	302-5340
QUILL CORP. (4130)							
QUILL CORP.	14681652	OFFICE SUPPLIES	02/17/2021	24.87		03/21	701-9900
RECDESK LLC (4215)							
RECDESK LLC	INV-11493	ANNUAL SUBSCRIP 4-1-20 TO-3-31-22	03/04/2021	800.00		03/21	722-6049
RECDESK LLC	INV-11493	ANNUAL SUBSCRIP 4-1-20 TO 3-31-22	03/04/2021	1,600.00		03/21	721-6049
SACK LUMBER CO (4385)							
SACK LUMBER CO	2102-255631	SNOW SHOVEL	02/18/2021	29.99		03/21	601-5330
SACK LUMBER CO	2102-255425	ROLLER	02/18/2021	6.98		03/21	002-7220
SACK LUMBER CO	2102-256245	UTILITY DEPT REBUILD	02/22/2021	122.37		03/21	531-6482
SACK LUMBER CO	2102-256625	UTILITY DEPT REBUILD	02/23/2021	40.77		03/21	531-6482
SACK LUMBER CO	2103-257904	UTILITY DEPT REBUILD	03/01/2021	145.49		03/21	531-6482
SACK LUMBER CO	2103-259200	UTILITY DEPT REBUILD	03/04/2021	16.99		03/21	531-6482
SACK LUMBER CO	2103-261050	5/8 4X8 OSB FORMS	03/11/2021	75.00		03/21	401-5880
SALINE COUNTY COURT (5611)							
SALINE COUNTY COURT	440	COURT COST - CLAIM NO. 440	03/01/2021	34.00		03/21	101-5420
SALINE COUNTY REGISTER OF DEEDS (4445)							
SALINE COUNTY REGISTER OF DEEDS	FEB 2021 ST	FILING FEES	03/04/2021	56.00		03/21	101-5390
SANDRY FIRE SUPPLY LLC (4495)							
SANDRY FIRE SUPPLY LLC	INV-014613	SCBA PARTS	02/24/2021	96.65		03/21	303-5264
SAPP BROS PETROLEUM (4505)							
SAPP BROS PETROLEUM	37895	AIR METHODS PROPANE	02/16/2021	616.00		03/21	050-4215
SAPP BROS PETROLEUM	37896	SRE PROPANE	02/16/2021	654.50		03/21	050-7530
SAPP BROS PETROLEUM	IN3397464	#2 DIESEL FUEL	02/15/2021	9,623.34	1104	03/21	001-1510
SAPP BROS PETROLEUM	IN3399616	#2 DIESEL FUEL	02/16/2021	9,374.13	1104	03/21	001-1510
SAPP BROS PETROLEUM	FEB 2021 FI	FUEL - ACCT #742498	02/28/2021	394.16		03/21	301-5800
SEWARD COUNTY INDEPENDENT (4590)							
SEWARD COUNTY INDEPENDENT	131473	NOTICE-PLAN COMM	02/10/2021	10.23		03/21	101-5480
SEWARD COUNTY INDEPENDENT	131551	MEETING NOTICE	02/17/2021	10.23		03/21	101-5390
SEWARD COUNTY INDEPENDENT	131556	MINUTES 2-2-21	02/17/2021	48.17		03/21	101-5390
SEWARD COUNTY INDEPENDENT	131682	MEETING NOTICE	02/24/2021	11.05		03/21	050-5390
SEWARD COUNTY INDEPENDENT	131676	MINUTES 2-16-21	02/24/2021	53.38		03/21	101-5390
SEWARD COUNTY INDEPENDENT	131681	NOTICE-LIBRARY	02/24/2021	10.23		03/21	701-5390
SEWARD COUNTY INDEPENDENT	131855	FEBR NEWS	02/28/2021	105.00		03/21	702-5692
SEWARD COUNTY INDEPENDENT	132088	MEETING-CITY COUNCIL	03/03/2021	10.64		03/21	101-5390
SEWARD COUNTY INDEPENDENT	132092	BIDS WILDWOOD POOL	03/10/2021	59.08		03/21	721-5390
SEWARD COUNTY INDEPENDENT	132089	ORDINANCE 2119	03/03/2021	7.77		03/21	101-5390
SEWARD COUNTY INDEPENDENT	132286	ORDINANCE 2115	03/10/2021	8.59		03/21	101-5390
SEWARD COUNTY INDEPENDENT	132288	MINUTES 3-2-21	03/10/2021	53.08		03/21	101-5390
SEWARD COUNTY INDEPENDENT	132292	ORDINANCE 2119	03/10/2021	9.00		03/21	101-5390

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEWARD COUNTY INDEPENDENT	132293	ORDINANCE 2116	03/10/2021	7.77		03/21	101-5390
SEWARD COUNTY INDEPENDENT	132294	ORDINANCE 2117	03/10/2021	7.77		03/21	101-5390
SEWARD COUNTY INDEPENDENT	132295	ORDINANCE 2120	03/10/2021	7.77		03/21	101-5390
SEWARD COUNTY INDEPENDENT	131678	MEETING-FIRE	02/24/2021	9.82		03/21	301-5390
SID DILLON FORD (4635)							
SID DILLON FORD	8FCB702758	F-350 STARTING ISSUES	02/12/2021	302.96		03/21	401-5968
SID DILLON FORD	8FCB709144	VEHICLE REPAIR UNIT 2	03/03/2021	164.22		03/21	201-5791
SID DILLON FORD	357228FR	OIL/FILTER 2015 F-250	03/08/2021	33.49		03/21	521-5801
SID DILLON FORD	357318FR	OIL/FILTER 2006 F-250	03/09/2021	36.46		03/21	002-8460
SIEDHOFF BODY SHOP (4640)							
SIEDHOFF BODY SHOP	4697	2021-0862 TOWING	02/22/2021	85.00		03/21	201-5812
SMARTSIGN (5662)							
SMARTSIGN	MPP-170925	PARKING PERMIT SIGNS	02/09/2021	360.01		03/21	401-6000
SOLOMON TRANSFORMERS LLC, (5582)							
SOLOMON TRANSFORMERS LLC,	344039	THREE PHASE SUBSTATION-1000KVA-REPAIR	03/11/2021	246,235.00	1050	03/21	001-2300
SOLOMON TRANSFORMERS LLC,	344039		03/11/2021	18,467.63		03/21	001-2300
SOUTHEAST COMMUNITY COLLEGE (4710)							
SOUTHEAST COMMUNITY COLLEGE	L-36332	RESCUE TRAINING	03/05/2021	1,225.60		03/21	302-9760
SPECTRUM (4730)							
SPECTRUM	1865030121	INTERNET	03/01/2021	64.68		03/21	101-7530
SPECTRUM	1865030121	INTERNET	03/01/2021	46.87		03/21	201-6050
SPECTRUM	1865030121	TV	03/01/2021	1.14		03/21	101-7530
SPECTRUM	1865030121	INTERNET	03/01/2021	16.10		03/21	301-7530
SPECTRUM	1865030121	INTERNET	03/01/2021	35.39		03/21	701-7530
SPECTRUM	1865030121	TV	03/01/2021	3.75		03/21	701-7530
SPECTRUM	1865030121	TV	03/01/2021	1.71		03/21	301-7530
SPECTRUM	1865030121	TV	03/01/2021	4.99		03/21	201-6050
SPECTRUM	1865030121	TV	03/01/2021	7.72		03/21	502-7530
SPECTRUM	1865030121	TV	03/01/2021	2.31		03/21	001-9910
SPECTRUM	1865030121	TV	03/01/2021	1.14		03/21	002-9910
SPECTRUM	1865030121	INTERNET	03/01/2021	17.81		03/21	001-9910
SPECTRUM	1865030121	INTERNET	03/01/2021	10.72		03/21	002-9910
SPECTRUM	1471003012	UTILITY-239 E 13TH ST	03/01/2021	17.95		03/21	501-7530
SPECTRUM	2398403012	UTILITY-1410 MAIN AVE	03/01/2021	8.98		03/21	502-7530
SPECTRUM	3060903012	INTERNET-1945 FOREST	03/01/2021	17.96		03/21	201-5220
STEVENSON, JOY (4825)							
STEVENSON, JOY	JOY VOUCH	MEETINGS/TRAINING	03/05/2021	57.12		03/21	701-9760
SVEC, GUY (5673)							
SVEC, GUY	2021 SOCCE	SOCCER REFUND	03/11/2021	45.00		03/21	721-5901
SYNCHRONY BANK/AMAZON (4910)							
SYNCHRONY BANK/AMAZON	JAN/FEB 202	443747636868 BOOKS/MAGAZINES	02/25/2021	49.94		03/21	701-5691

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SYNCHRONY BANK/AMAZON	JAN/FEB 202	466737475989 BOOKS/MAGAZINES	02/25/2021	56.85		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	573436643943 BOOKS/MAGAZINES	02/25/2021	29.50		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	943967868495 BOOKS/MAGAZINES	02/25/2021	114.79		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	558746793568 PROGRAM EXPENSE	02/25/2021	57.00		03/21	701-6210
SYNCHRONY BANK/AMAZON	JAN/FEB 202	984763563938 BOOKS/MAGAZINES	02/25/2021	356.38		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	5684633756699 BOOKS/MAGAZINES	02/25/2021	133.86		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	445839934768 BOOKS/MAGAZINES	02/25/2021	17.99		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	445839934768 POSTAGE	02/25/2021	3.99		03/21	701-9650
SYNCHRONY BANK/AMAZON	JAN/FEB 202	646659464873 BOOKS/MAGAZINES	02/25/2021	51.94		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	933856787586 BOOKS/MAGAZINES	02/25/2021	32.99		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	483749834995 BOOKS/MAGAZINES	02/25/2021	20.99		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	955776738663 PROGRAM EXPENSE	02/25/2021	28.93		03/21	701-6210
SYNCHRONY BANK/AMAZON	JAN/FEB 202	453979364678 BOOKS/MAGAZINES	02/25/2021	118.43		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	689349457964 BOOKS/MAGAZINES	02/25/2021	16.66		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	448339387445 BOOKS/MAGAZINES	02/25/2021	9.96		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	546695345354 PROGRAM EXPENSE	02/25/2021	142.48		03/21	701-6210
SYNCHRONY BANK/AMAZON	JAN/FEB 202	569876769344 REPLACEMENTS	02/25/2021	16.61		03/21	701-5693
SYNCHRONY BANK/AMAZON	JAN/FEB 202	788674343593 BOOKS/MAGAZINES	02/25/2021	137.13		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	433987939373 BOOKS/MAGAZINES	02/25/2021	19.35		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	549354594798 BOOKS/MAGAZINES	02/25/2021	9.99		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	436674849438 BOOKS/MAGAZINES	02/25/2021	32.49		03/21	701-5691
SYNCHRONY BANK/AMAZON	JAN/FEB 202	448433649975 OFFICE SUPPLIES	02/25/2021	6.99		03/21	701-9900
SYNCHRONY BANK/AMAZON	JAN/FEB 202	537339455538 OFFICE SUPPLIES	02/25/2021	46.17		03/21	701-9900
TITAN MACHINERY (5060)							
TITAN MACHINERY	15188999GP	HOSE, HYD ASSY, DUMP CYLINDER	02/22/2021	107.79	1105	03/21	002-8460
TITAN MACHINERY	15188999GP	TUBE, HYD ASSY, DUMP LOWER	02/22/2021	66.50	1105	03/21	002-8460
TITAN MACHINERY	15188999GP	TUBE, HYD RH DUMP PORT A	02/22/2021	145.86	1105	03/21	002-8460
TITAN MACHINERY	15188999GP	PKG-O-RING	02/22/2021	2.70	1105	03/21	002-8460
TRUCK CENTER COMPANIES (5145)							
TRUCK CENTER COMPANIES	646956B	OIL & FUEL FILTERS	02/04/2021	168.24		03/21	401-5968
TYLER TECHNOLOGIES INC (5166)							
TYLER TECHNOLOGIES INC	130-17738	E CITATION TECHNOLOGY	11/30/2020	9,415.50		03/21	531-6420
U.S. BANK (5170)							
U.S. BANK	FEBR 2021 (	JERRY CC, BIENNIAL REPORT 60279918	02/23/2021	23.00		03/21	101-5400
U.S. BANK	FEBR 2021 (	JOY CC, PAYPAL 6A8270487R336084Y	02/23/2021	30.00		03/21	701-9760
U.S. BANK	FEBR 2021 (	JOY CC, OVERDRIVE 01419CO21032201	02/23/2021	132.36		03/21	702-5692
U.S. BANK	FEBR 2021 (	JOY CC, ZOOM INV67161067	02/23/2021	161.14		03/21	701-6210
U.S. BANK	FEBR 2021 (	JOY CC, OVERDRIVE 01419DA21041053	02/23/2021	119.99		03/21	702-5692
U.S. BANK	FEBR 2021 (	JOY CC, SURVEYMONKEY 40029156	02/23/2021	26.00		03/21	701-6210
U.S. BANK	FEBR 2021 (	JOY CC, INTEREST CREDIT	02/23/2021	2.00-		03/21	702-5692

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
UNION BANK & TRUST CO (5205)							
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	8.89		03/21	101-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	9.67		03/21	201-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	1.56		03/21	203-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	8.89		03/21	401-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	3.12		03/21	601-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	12.48		03/21	701-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	19.76		03/21	001-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	8.38		03/21	002-9620
UNION BANK & TRUST CO	3987	HSA FEES	03/01/2021	5.25		03/21	003-9620
UNION BANK & TRUST CO	1557	ADMIN/WIRE FEE	02/17/2021	624.00		00/00	050-9860
UNITE PRIVATE NETWORKS LLC (5210)							
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	88.00		03/21	101-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	88.00		03/21	301-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	99.00		03/21	201-6050
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	99.00		03/21	701-7530
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	550.00		03/21	001-9910
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	88.00		03/21	002-9910
UNITE PRIVATE NETWORKS LLC	SI-21-005434	INTERNET	03/01/2021	88.00		03/21	003-9910
UPS (5240)							
UPS	R56414091	POSTAGE	02/27/2021	12.43		03/21	003-9650
VAN KIRK BROS CONTRACTING INC (5657)							
VAN KIRK BROS CONTRACTING INC	2020 1	BELOHLAVY ESTATES WATER SYSTEM	02/25/2021	33,444.00		03/21	002-2000
VAN KIRK BROS CONTRACTING INC	2-BELOHLA	226.344 BELOHLAVY ESTATES LIFT STATION	03/05/2021	78,301.83		03/21	003-2000
VERIZON WIRELESS (5295)							
VERIZON WIRELESS	9873979934	CELL PHONES	02/23/2021	18.02		03/21	301-7530
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	46.26		03/21	101-5452
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	41.12		03/21	101-6201
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	46.26		03/21	201-5220
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	200.32		03/21	001-9660
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	70.20		03/21	002-9660
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	29.08		03/21	003-9660
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	70.20		03/21	401-8500
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	196.99		03/21	301-7530
VERIZON WIRELESS	9874383248	CELL PHONE	03/01/2021	70.20		03/21	721-8500
VERIZON WIRELESS	9874556298	CELL PHONE PD	03/01/2021	240.36		03/21	201-5220
VERIZON WIRELESS-VSAT (5605)							
VERIZON WIRELESS-VSAT	21147162-78	INFORMATION REQUEST	02/10/2021	50.00		03/21	201-5660
WAGONER, AARON (5672)							
WAGONER, AARON	2021 SOCCE	SOCCER REFUND	03/11/2021	45.00		03/21	721-5901

Name	Invoice	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
WASTE CONNECTIONS OF NEBRASKA (5360)							
WASTE CONNECTIONS OF NEBRASKA	1725893	1945 FOREST AVE	03/01/2021	57.89		03/21	201-5329
WASTE CONNECTIONS OF NEBRASKA	1725893	243 E 13TH ST	03/01/2021	163.55		03/21	501-7530
WASTE CONNECTIONS OF NEBRASKA	1725893	1420 MAIN AVE	03/01/2021	20.69		03/21	502-7530
WASTE CONNECTIONS OF NEBRASKA	1725893	320 W 9TH ST	03/01/2021	28.95		03/21	001-8000
WASTE CONNECTIONS OF NEBRASKA	1725893	320 W 9TH ST	03/01/2021	28.94		03/21	002-8000
WASTE CONNECTIONS OF NEBRASKA	1725893	100 S MAIN AVE	03/01/2021	457.42		03/21	003-7530
WASTE CONNECTIONS OF NEBRASKA	1725893	212 E 15TH ST	03/01/2021	75.74		03/21	401-5330
WASTE CONNECTIONS OF NEBRASKA	1726286	1515 FOREST AVE	03/01/2021	60.70		03/21	701-5330
WASTE CONNECTIONS OF NEBRASKA	17265787	TUXEDO PARK	03/01/2021	145.54		03/21	521-7530
WASTE CONNECTIONS OF NEBRASKA	1725839	GARBAGE COLLECTION	03/01/2021	37,534.45		03/21	001-4510
WILLIAMS, MEGAN (5674)							
WILLIAMS, MEGAN	2021 SOCCE	SOCCER REFUND	03/11/2021	45.00		03/21	721-5901
WINDSTREAM (5465)							
WINDSTREAM	2-18-21 PD	PHONE-CRETE 911	02/18/2021	563.20		03/21	202-5220
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	155.13		03/21	101-7530
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	146.76		03/21	201-5220
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	113.26		03/21	721-7530
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	129.01		03/21	003-9660
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	82.88		03/21	401-7530
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	125.30		03/21	001-9660
WINDSTREAM	3032021	PHONE-CITY HALL	03/04/2021	62.65		03/21	002-9660
WINDSTREAM	03 21	PHONE LINES	03/01/2021	123.50		03/21	050-5220
WINDSTREAM	FEB/MAR 20	PHONE-LIBRARY	02/22/2021	255.19		03/21	701-7530
WINDSTREAM	MAR 2021 (C	PHONE-COMM CTR	03/03/2021	59.24		03/21	502-7530
WINDSTREAM	MAR 2021 (E	PHONE-EMERGENCY MGMT	03/03/2021	75.52		03/21	101-5490
WINDSTREAM	MAR 2021 (F	PHONE-FIRE	03/03/2021	62.21		03/21	301-7530
WINDSTREAM	MAR 2021 (N	PHONE-NMPP	03/03/2021	72.24		03/21	001-9660
WINDSTREAM	MAR 2021 (P	PHONE-POLICE	03/03/2021	670.39		03/21	201-5220
XPRESS BILL PAY (ACH) (5606)							
XPRESS BILL PAY (ACH)	55174	ONLINE PMT FEE	03/01/2021	205.16		03/21	001-9926
XPRESS BILL PAY (ACH)	55174	ONLINE PMT FEE	03/01/2021	205.16		03/21	002-9926
XPRESS BILL PAY (ACH)	55174	ONLINE PMT FEE	03/01/2021	205.16		03/21	003-9926
YANT EQUIPMENT INC (5520)							
YANT EQUIPMENT INC	MO38064	100LL PUMP REPAIRS	02/09/2021	262.85		03/21	050-5330
Grand Totals:				1,369,936.48			

<u>GL Period</u>	<u>Amount</u>
00/00	624.00
03/21	1,369,312.48
Grand Totals:	<u>1,369,936.48</u>

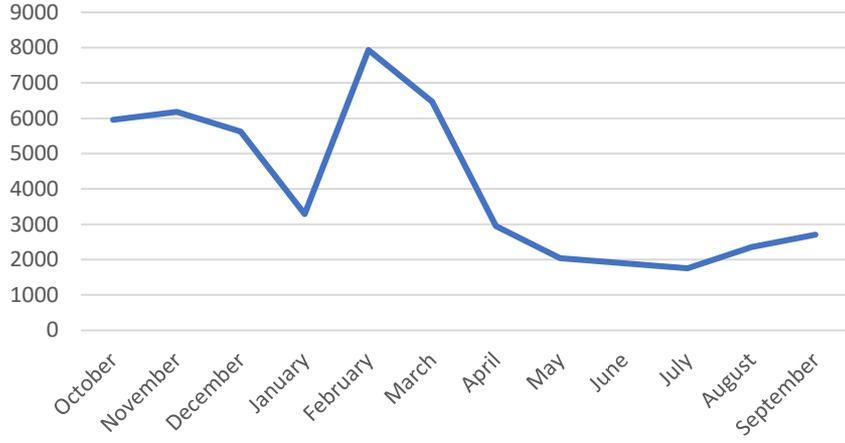
Vendor number hash: 946168
Vendor number hash - split: 1625800
Total number of invoices: 331
Total number of transactions: 548

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	1,369,936.48	.00	1,369,936.48
Grand Totals:	<u>1,369,936.48</u>	<u>.00</u>	<u>1,369,936.48</u>

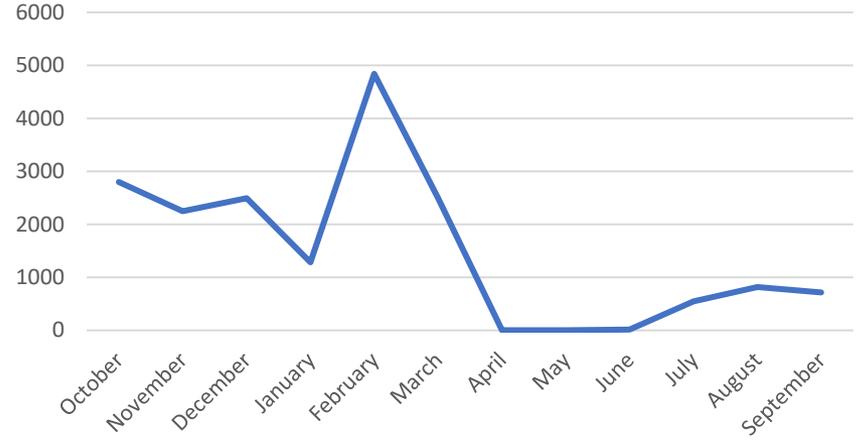
Report Criteria:
Vendor.Vendor number = {<>} 1525

- Only open for 35 weeks
- Revenue from city - \$496,800
- Other revenue - \$17,738
- Increased residents to include Crete Public School District
- Change in collections - in total - up 9%
 - Print - up 5%
 - AudioBooks - up 5%
 - eBooks for patrons - up 300%
- Library visits - down 50% *
- Computer use - down 54%
- Circulation of adult materials - down 27%
- Circulation of youth materials - down 25%
- Circulation of adult downloadable materials - up 33%
- Circulation of youth downloadable materials - up 68%
- Database use - up 38%
- Attendance of library programs - down 53%

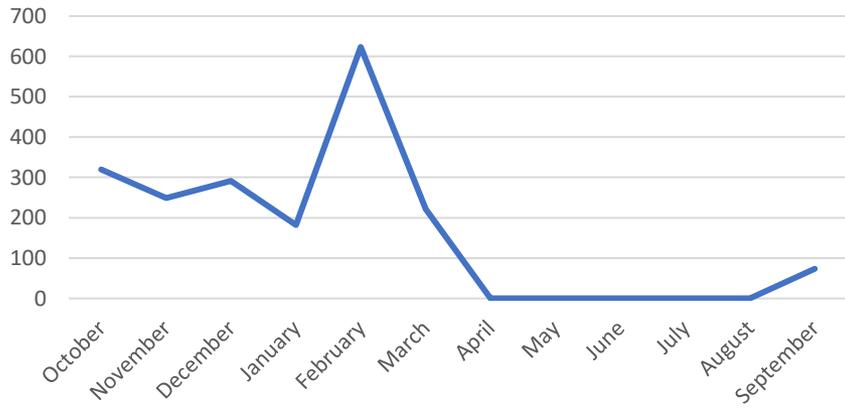
Circulation



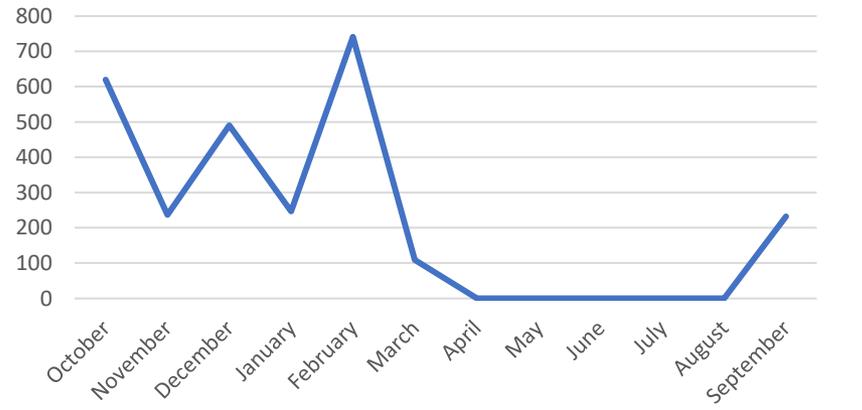
Gate Count



Computer Use



Program Attendance





CITY OF CRETE
APPLICATION FOR LIVESTOCK EXCEPTION PERMIT
 Crete City Code §6-104 and §6-106 (attached)

Date of Event July 2021

Start Time of Event July 13, 2021

Finish Time of Event July 18, 2021

Event Location Tuxedo Park,
Saline County Fairgrounds

Description of Event Including List of Animals – Include Number
Approximate Numbers
 and Type Poultry - 100; Sheep - 40; Beef - 100;
Goats - 40; Horse - 40; Swine - 90; Rabbits - 80;
Dog - 15; Cat - 15; Small Animal - 8

Special Equipment _____

DO NOT WRITE IN THIS SPACE

Application # _____

City Admin. Review

Emergency Services Review _____

Council Meeting Date

3/16/21

Approved _____

Denied _____

Bond Required _____

Bond Amount _____

Insurance Certificate
 Required _____

Bond/Cert Received _____

Conditions listed on back

Organization Saline County Extension Saline County Ag Society

Responsible Party Eric Stehlik Kent Musil

Address 306 West 3rd Street, Wilber, NE 68465 2089 County Road 1000, Western, NE
68464

Phone 402-821-2151 402-239-8645

Eric Stehlik
 Signature of Responsible Party

3-8-21
 Date

ATTACHMENTS:

Copy of current vaccinations Available Upon Request

Copy of Insurance

LIVESTOCK ANIMAL DEFINITION: Any bovine, equine, porcine, sheep, goat, cervine, ratite bird, or poultry. (Ref 54-701.03[13], 54-902[9] RS Neb.)

Date	Location	Event	Approx. number	Animal Specie *
July 13-18	Tuxedo Park	County Fair	540 total	Chicken (100), Rabbit (80), Beef (110) Horse (40), Sheep (40) Goat(40), Swine (90), Small Animal (10) Cat (15), Dog (15), Exempt §6-106 (3) County Fair

Vaccinations available upon request

* Numbers are approximate based on previous history

Crete, Nebraska
2021 Cost of Service / Rate Design Study
Preliminary 2/22/21

For FYE September		2019	2020	2021	2022	2023	2024	2025	2026
a	Sales Growth Base Load	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
b	Operation Expense Inflation (less Power Costs)	3.0%	24.8%	-2.7%	3.0%	3.0%	3.0%	3.0%	3.0%
c	General Inflation				3.0%	3.0%	3.0%	3.0%	3.0%
d	Interest Rate on Cash Balances	0.3%	0.3%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%
e	Purchase Power Adjustments	-4.5%	3.9%	3.5%	1.5%	2.9%	2.9%	2.9%	2.9%
f	Rate Adjustments	0.0%	0.0%	0.0%	2.8%	2.8%	2.8%	2.8%	2.8%
g	Effective date				Oct 1, 2021	Oct 1, 2022	Oct 1, 2023	Oct 1, 2024	Oct 1, 2025
For FYE September		2019	2020	2021	2022	2023	2024	2025	2026
Revenues		-0.2%	-1.2%	0.0%	2.8%	2.8%	2.8%	2.8%	2.8%
1	Retail Sales	11,392,724	11,261,618	11,261,618	11,576,943	11,901,098	12,234,328	12,576,890	12,929,043
2	Other Operating Rev	142,100	324,996	130,879	134,805	138,850	143,015	147,305	151,725
3	Total Revenues	11,534,825	11,586,614	11,392,497	11,711,749	12,039,947	12,377,343	12,724,195	13,080,767
Expenses									
5	Power Purchased	8,894,445	8,613,788	8,537,018	8,659,190	8,904,506	9,159,201	9,421,298	9,691,020
6	Capacity Compensation and MEAN credits	(816,554)	(350,411)	(147,624)	(147,624)	(147,624)	(147,624)	(147,624)	(147,624)
7	Production	202,818	206,510	219,598	226,186	232,972	239,961	247,159	254,574
8	Distribution	335,760	481,789	415,324	427,784	440,617	453,836	467,451	481,474
9	General	691,673	847,399	859,146	884,920	911,468	938,812	966,976	995,986
10	Total O&M	9,308,142	9,799,076	9,883,462	10,050,456	10,341,939	10,644,185	10,955,261	11,275,430
11	Depreciation	400,120	398,978	443,234	495,957	546,324	605,672	641,051	677,491
12	Franchise Fee	120,000	120,000	120,510	120,510	120,510	120,510	120,510	120,510
13	Surplus Cash Transfer (to General Fund) 3%	350,127	350,004	351,492	351,492	351,492	351,492	351,492	351,492
14	Interest Income on invest.	(15,234)	(19,277)	(41,718)	(52,416)	(41,360)	(40,510)	(39,704)	(38,907)
15	Total Electric Expense	10,163,155	10,648,781	10,756,980	10,965,999	11,318,904	11,681,349	12,028,610	12,386,016
16	Net Operating Income	1,371,670	937,833	635,517	745,749	721,043	695,994	695,585	694,751
17	Net Income Target % of UPIS 8%	416,241	434,841	558,742	719,066	757,760	794,178	830,312	866,154
18	Net Income Actual % of UPIS	26.4%	17.3%	9.1%	8.3%	7.6%	7.0%	6.7%	6.4%
19	Debt Coverage Ratio	12.7	9.7	4.9	3.5	3.5	3.6	3.7	3.8
20	COS Revenue Requirement	10,437,295	10,758,626	11,184,843					
21	Other Revenues & (Expenses)								
22	Interest on existing LT Debt neg	(24,758)	(22,236)	(20,178)	(17,808)	(15,141)	(12,204)	(9,015)	(5,603)
23	Interest on new LT Debt			(81,000)	(76,645)	(72,159)	(67,539)	(62,780)	(57,878)
24	Total Profit / Loss	1,346,912	915,597	534,340	651,297	633,742	616,252	623,790	631,271
25		2019	2020	2021	2022	2023	2024	2025	2026
26	Net Utility Plant in Service (UPIS)	5,203,010	5,435,513	6,984,279	8,988,322	9,471,998	9,927,226	10,378,902	10,826,920
27	Historic Utility Plant in Service (OCUP)	14,723,548	15,354,752	17,346,752	19,846,752	20,876,752	21,937,652	23,030,379	24,155,887
28	Net UPIS/ OCUP	35%	35%	40%	45%	45%	45%	45%	45%
29		2019	2020	2021	2022	2023	2024	2025	2026
30	Cash Inflows								
31	Net Income	1,346,912	915,597	534,340	651,297	633,742	616,252	623,790	631,271
32	New Borrowed Funds			2,700,000					
33	Depreciation Expense	400,120	398,978	443,234	495,957	546,324	605,672	641,051	677,491
34	Cash Inflows	1,747,032	1,314,575	3,677,574	1,147,254	1,180,066	1,221,924	1,264,841	1,308,762
35	Capital Improvements & CWIP	128,930	663,372	1,992,000	2,500,000	1,030,000	1,060,900	1,092,727	1,125,509
36	Principal on Existing Debt	115,000	115,000	120,000	120,000	125,000	125,000	130,000	130,000
37	Principal on New Debt				145,170	149,525	154,011	158,631	163,390
38	Cash Outflows	243,930	778,372	2,112,000	2,765,170	1,304,525	1,339,911	1,381,358	1,418,899
39	Change in Cash	1,503,102	536,203	1,565,574	(1,617,916)	(124,459)	(117,987)	(116,517)	(110,137)
40	Cash Balance	5,736,587	6,104,916	7,670,490	6,052,574	5,928,115	5,810,129	5,693,611	5,583,474
41	Minimum Cash Balance Target	3,303,797	3,533,791	3,704,963	4,096,883	4,051,662	4,154,748	4,265,704	4,374,651

Minimum Cash Reserve Policy	Basis		2020
1 O&M Expenses	9,799,076	25%	2,449,769
2 Historic Utility Plant in Service (OCUP)	15,354,752	1%	153,548
3 Deposits	229,339	100%	229,339
4 Debt Service	137,236	100%	137,236
5 Current Year Capital Improvements less Borrowings	663,372	10%	66,337
6 Five Year Capital Improvements less Borrowings	4,975,627	10%	497,563
Minimum Reserve Target			3,533,791

Date of Issuance: **January 26, 2020** Effective Date: **January 26, 2020**
 Owner: **City of Crete, NE** Owner's Contract No.:
 Contractor: **Van Kirk Bros. Contracting** Contractor's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **160333**
 Project: **2020 Water System Improvements** Contract Name: **2020 Water System Improvements**

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

Description: **This change order adds the cost of installation of water services to 17 houses in the Belohlavy Estates subdivision.**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>147,727.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: <u>June, 26 2021</u> days or dates
[Increase] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ _____	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>147,727.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>June, 26 2021</u> days or dates
[Increase] of this Change Order: \$ <u>56,156.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>9 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>203,883.50</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: <u>July 5, 2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>D. Davis</i></u>	By: _____	By: <u><i>[Signature]</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>03/04/2021</u>	Date: _____	Date: <u>3/3/21</u>

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

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

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

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

The Owner and Architect agree as follows.

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

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

Formatted: Superscript

Formatted: Superscript

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Field Code Changed

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 SUPPLEMENTAL AND ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

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

§ 1.1.2 The Project's physical characteristics:

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

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

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

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

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

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

- .1 Design phase milestone dates, if any:

Field Code Changed

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

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

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

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

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

« N/A »

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

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

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

Formatted: Superscript

« »

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

Formatted: Superscript

« »

« »

« »

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

« »

Field Code Changed

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

.1 Geotechnical Engineer:

« N/A »« »
« »
« »
« »
« »

.2 Civil Engineer:

« N/A »« »
« »
« »
« »
« »

.3 Other, if any:

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

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

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

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

Formatted: Superscript

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

.2 Mechanical Engineer:

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

Formatted: Superscript

Field Code Changed

« »

.3 Electrical Engineer:

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

Formatted: Superscript

§ 1.1.11.2 Consultants retained under Supplemental Services:

« None »

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

« Nonce »

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

Field Code Changed

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

Field Code Changed

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

Field Code Changed

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

Field Code Changed

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

Field Code Changed

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

Field Code Changed

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
-----------------------	--

Field Code Changed

11

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

§ 4.1.2 Description of Supplemental Services

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

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

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

Field Code Changed

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

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

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

« »

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

Field Code Changed

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

Field Code Changed

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

Field Code Changed

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

Field Code Changed

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

Field Code Changed

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

Field Code Changed

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

« \$0.00 »

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

« \$0.00 »

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

Field Code Changed

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« Lump sum fee of \$35,700.00 »

~~.2 Percentage Basis~~

Field Code Changed

~~(Insert percentage value)~~

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

~~.3 Other~~

~~(Describe the method of compensation)~~

~~« »~~

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

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

« Not provided. »

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

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

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

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

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

« »

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

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

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

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

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

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

Field Code Changed

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

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

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

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

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

§ 11.10.2 Progress Payments

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

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

« 5 » % **« five percent »**

Field Code Changed

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)~~

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)~~

« »

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibit A, Initial Information
Exhibit B, TACKarchitects 2020 Standard Hourly Rate Schedule »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »

(Printed name and title)

ARCHITECT (Signature)

« J. Christopher Houston, » « Principal »

(Printed name, title, and license number, if required)

Field Code Changed

**AMENDMENT TO AGREEMENT
WILDWOOD POOL
PLAY STRUCTURE
CRETE, NEBRASKA
JEO PROJECT NO. R191222.00**

February 17, 2021

REFERENCE: Standard form of agreement between Owner and Engineer for professional services dated October 2, 2019. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT: To add additional bidding and negotiation services to the scope of work for rebidding the project, including providing revised plans and specifications to the potential bidders.

FEE:

Additional Bidding and Negotiations

\$2,500.00

OWNER: City of Crete, Nebraska

ENGINEER: _____
David C. Henke, Project Manager
JEO Consulting Group, Inc.



ORDINANCE NO. 2121

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO ANIMAL REGULATIONS; TO AMEND SECTIONS 6-102.02, 6-103, AND 6-106 OF THE CRETE MUNICIPAL CODE; TO CHANGE THE DEFINITION OF ANIMAL CONTROL OFFICER; AND TO ADD AN EDUCATION EXCEPTION TO THE PROHIBITION OF LIVESTOCK.

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

Section 1. That Chapter 6, Article 1, Section 6-102.02 of the Crete Municipal Code shall be amended as follows:

6-102.02 Animal Control Authority; Animal Control Officers.

~~Police officers and community service officers employed by the City~~ Any person authorized by law to enforce this Article or any other law relating to the regulation of animals shall have the responsibilities and authorities of animal control officers within the Municipality City and its extraterritorial zoning jurisdiction. All animal control officers, as ~~described within this Article~~ defined in section 6-103, shall have the authority and duty to enforce ~~any all~~ provisions within of this Article or of any other law relating to the regulation of animals.

Section 2. That Chapter 6, Article 1, Section 6-103 of the Crete Municipal Code shall be amended as follows:

6-103 Animal Regulations; terms; defined.

For the purposes of this Article, the following words and phrases shall have the following meanings respectively ascribed to them unless the context otherwise requires:

[. . .]

- (5) **Animal Control Officer:** ~~Any police officer and community service officer employed by the City and assigned to the Animal Control Authority and~~ Any state, county, or local law enforcement officer or any other City employee whose temporary or full-time duties, in whole or in part, include the enforcement of any provisions within of this Article or of any other law relating to the regulation of animals.

[. . .]

Section 3. That Chapter 6, Article 1, Section 6-106 of the Crete Municipal Code shall be amended as follows:

6-106 Livestock; prohibited; exceptions.

- (1) It shall be unlawful for any ~~owner person~~ person to possess, harbor, keep, or maintain control or custody of livestock ~~in within the Municipality corporate limits of the City, except for the expedient transportation of such animals through the City or as otherwise provided in this section.~~ Exceptions include:

- ~~(1) The expedient transportation of such animals through the City or to destinations described within~~

~~this section;~~

- ~~(2) Livestock animals temporarily held for sale upon commercially zoned lots operated by a veterinarian;~~
 - ~~(3) Livestock animals temporarily held within the confines of Tuxedo Park associated with events approved by the City Council to include, but not be limited to, the Saline County Fair, rodeos, circuses, demonstrations, and shows;~~
 - ~~(4) Horses participating in parades approved by the City Council;~~
 - ~~(5) Livestock animals participating in any activity of no more than eight (8) hours in duration through permit by the City Clerk and with the approval of the City Administrator; and,~~
 - ~~(6) Birds of the family Anatidae owned by and harbored upon properties owned by Doane University.~~
- (2) Subsection (1) shall not apply to the following situations if a valid permit has been issued by the City:
- (a) Livestock animals temporarily held for sale on commercially zoned lots that are used as a veterinary clinic.
 - (b) Livestock animals used in or associated with short-term activities of no more than eight hours in duration that have been approved by the City Administrator.
 - (c) Livestock animals used in or associated with temporary events that have been approved by the City Council, including, but not limited to, fairs, rodeos, circuses, demonstrations, parades, and shows.
 - (d) Birds of the family Anatidae that are owned by and kept upon property owned by Doane University.
 - (e) Livestock animals used for educational purposes that are kept within educational institutions.
- (3) The City Administrator may prescribe rules and regulations relating to the issuance of permits under this section.

Section 4. That the changes specified in the above sections shall be codified as part of the Crete Municipal Code as stated herein.

Section 5. That all ordinances, parts of ordinances, or code provisions in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

Section 6. That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED this 16th day of March 2021.

Mayor

ATTEST:

City Clerk

LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, First Session

March 5, 2021 - Bulletin 10



ITEMS OF INTEREST TO MUNICIPALITIES

- **LB 83:** Thanks to Sen. Tom Brewer and the Government Committee for selecting League-supported bill to amend the Open Meetings Act as a Committee Priority Bill; Please ask your Senator(s) to pass LB 83 this session!
- **LB 408:** Bill advanced to General File with AM371 to limit property tax growth to 3% a year opposed by League and others
- **LB 664:** Government Committee advances bill to increase distributions from Mutual Finance Assistance Fund
- **LB 556:** Bill allowing additional requirements in TIF redevelopment contract advances
- **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>.

LB 83: Thanks to Sen. Tom Brewer and the Government Committee for selecting League-supported bill to amend the Open Meetings Act as a Committee Priority Bill; Please ask your Senator(s) to pass LB 83 this session!

Thanks to **Sen. Mike Flood** of Norfolk for introducing and advocating for passage of **LB 83** as the Legislature debates the bill during the various stages of consideration this session. Thanks to **Sen. Gordon Sen. Tom Brewer**, Chair of the Government, Military & Veterans Affairs Committee, and other committee members for unanimously adopting a League-supported negotiated amendment (AM127) to LB 83 and then advancing the bill to General File as reported on Feb. 16 on an 8-0 vote. **Thanks to Sen. Brewer and Members of the Government Committee for selecting LB 83 as one of its two Committee Priority Bills to help assure passage of the bill this session.** Thanks to **Dick Clark**, Legal Counsel for the Government Committee, for all his work on LB 83. **Please send an email to Sen. Brewer thanking him for his leadership on LB 83 at tbrewer@leg.ne.gov.** Please ask your Senator(s) to vote “yes” on AM127 and then vote to pass LB 83 as amended by AM127.

BACKGROUND:

LB 83 as amended by AM127 would amend the Open Meetings Act in Chapter 84, Article 14, to: 1) modernize the provisions in section 84-1411(2) in which “regional” public bodies (i.e., solid waste management agencies, ESUs, League Association of Risk Management



Sen. Mike Flood



Sen. Tom Brewer

and Municipal Energy Agency of Nebraska) hold public meetings by “virtual conferencing”; and 2) create the statutory framework for all public bodies (including city councils and village boards) to hold meetings by “virtual conferencing” during a declared emergency by the Governor pursuant to the Nebraska Emergency Management Act. LB 83 has the emergency clause so the bill would take effect when passed and approved according to law, except for those provisions relating to the posting of agendas and minutes for certain public bodies, which would have an effective date of July 31, 2022.

LB 83 is the result of months of negotiations and work by the **League staff** with other members of the “**Open Meetings Act Co-**

alition” comprised of the following statewide organizations and entities: City of Lincoln; City of Omaha; Educational Service Unit Coordinating Council; Lincoln Electric System; Metropolitan Utilities District; Nebraska Association of County Officials; Nebraska Association of Regional Administrators (*Behavioral Health Districts*); Nebraska Association of Resources Districts; Nebraska Association of School Boards; Nebraska Community College Association; Nebraska Municipal Power Pool/ Municipal Energy Agency of Nebraska (MEAN); Nebraska Public Power District; Nebraska Rural Electric Association; Omaha Public Power District; Panhandle Public

Continued on page 3

LB 83: Thanks to Sen. Tom Brewer and the Government Committee for selecting League-supported bill to amend the Open Meetings Act as a Committee Priority Bill; Please ask your Senator(s) to pass LB 83 this session!

Continued from page 2

Health District (*Friends of Public Health in Nebraska*); and University of Nebraska.

On behalf of the Coalition, the League staff negotiated an agreement with **Media of Nebraska** requiring agreement by the Coalition and Media of Nebraska on any amendments to the bill. We know of no opposition or amendments to LB 83 at this time.

LB 83 as amended by AM127 would modernize the provisions in Section 84-1411(2) in which “regional” public bodies hold meetings by “virtual conferencing.” The bill defines **“virtual conferencing” as “conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412”** which allows the public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking, and recording at the virtual meeting. The provisions of the Open Meetings Act relating to videoconferencing and telephone conference calls would be combined into one section. Instead of using the terms videoconferencing and telephone conference calls, “virtual conferencing” would encompass both.

The same public bodies currently

allowed to conduct meetings by videoconferencing and/or telephone conference calls (i.e., “regional” public bodies like the solid waste management agencies, ESUs, League Association of Risk Management and the Municipal Energy Agency of Nebraska) would be allowed to hold meetings by “virtual conferencing” with four additional entities included: local public health departments, natural resources districts, a metropolitan utilities district (MUD) and a regional metropolitan transit authority. LB 83 as amended by AM127 provides that **public meetings of “regional” entities held by “virtual conferencing” would be subject to similar requirements as those which now apply to videoconferencing and telephone conference calls**, including: reasonable advance publicized notice, including access to a dial-in number or link to the virtual conference; in addition to participating virtually in the meeting, arrangements for at least one public site in a building open to the public for the public to participate with at least one member of the entity holding such meeting, or his or her designee, present at each site; copies of all documents for the meeting available at the physical site; links to an electronic copy of the agenda, documents being considered at the meeting and the current version

of the Open Meetings Act; and except for certain entities (League Association of Risk Management and Municipal Energy Agency of Nebraska), no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by “virtual conferencing” in a calendar year.

LB 83 would remove a provision in section 84-1411(6) that a member of the public body is not allowed to appear before the public body by means of “virtual conferencing.” The intent of this change is to allow a member of the public body to appear by “virtual conferencing” but does NOT allow that member to be counted toward the quorum or participate as a member of the public body.

AM127 would amend section 84-1412(3) to require any member of the public desiring to address the public body to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual. AM127 also would require that beginning July 31, 2022, the following entities place minutes and agendas on their public web site: the city council of a city of the metropolitan class (Omaha); the

Continued on page 4

LB 83: Thanks to Sen. Tom Brewer and the Government Committee for selecting League-supported bill to amend the Open Meetings Act as a Committee Priority Bill; Please ask your Senator(s) to pass LB 83 this session!

Continued from page 3

city council of a city of the primary class (Lincoln); the city council of a city of the first class; the county board of a county with a population greater than 25,000; the governing body of a natural resources district; and the school board of a school district. The agenda would need to be placed on the web site at least twenty-four hours before the meeting. Minutes would be required to be placed on the web site when they are available for inspection. This information would be required to be available on the web site for at least six months.

LB 83 as amended by AM127 also would create the statutory framework for all public bodies (including city councils and village boards) to hold meetings by “virtual conferencing” during a declared emergency by the Governor pursuant to the Nebraska Emergency Management Act. If such an emergency is declared by the Governor, any public body, whose territorial jurisdiction, in whole or in part, is included in the emergency declaration would have the option to hold a meeting by “virtual conferencing” after giving reasonable advance publicized notice, including information regarding access for the public and news media. **At these virtual meetings, in addition to any formal action taken pertaining to the emer-**

gency, the public body would be authorized to hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. The public body would be required to provide a dial-in number or link to the virtual conference, links to an electronic copy of the agenda, all documents being considered at the meeting and the current version of the Open Meetings Act. *(In contrast, provisions in current law in section 84-1411(5) allowing emergency meetings WITHOUT reasonable advance publicized notice also may be held by “virtual conferencing” but any formal action taken in such meeting shall pertain ONLY to the emergency.)*

LB 83 as amended by AM127 would require meetings held by “virtual conferencing” to adhere to the same following provisions as current law mandates for other public meetings: make reasonable arrangements to accommodate the public’s right to hear and speak at the meeting and record the meeting; make all reasonable efforts to provide advance notification to a maintained list of news media of the time and place of each meeting and the subjects to be discussed; the nature of the emergency shall be stated in the minutes and the complete minutes of the meeting will be made available for inspection within ten working days or prior to

the next convened meeting, whichever occurs earlier, with a limited exception for cities of the second class and villages.

Section 84-1411(2) relating to “regional” public entities which already are allowed to have half of their meetings by “virtual conferencing” would be able to do so in addition to: 1) the current emergency meetings authorized in section 84-1411(5) when reasonable advance publicized notice cannot be given; or 2) the new provisions in section 84-1411(7) authorizing meetings by “virtual conferencing” when an emergency is declared by the Governor.

LB 83 as amended by AM127 also would provide that no motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting of a public body would be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor’s Executive Order which waived certain requirements of the Open Meetings Act.

Please encourage your Senator(s) to support LB 83 as amended by AM127!

LB 408: Bill advanced to General File with AM371 to limit property tax growth to 3% a year opposed by League and others

On March 2, the Revenue Committee approved AM371 to **LB 408** before advancing the bill to General File; AM371 strikes the original provisions of LB 408 and essentially becomes the bill. AM371 still retains most of the original provisions of the bill to limit the annual increase in property taxes for all political subdivisions to 3%, with exceptions for: 1) bonds approved by voters; 2) "real growth value"; and 3) votes approved by a majority of registered voters in a primary, general or special election to override the 3% limit. [Click here](#) for AM371 to review several other key provisions in the amendment, which becomes the bill if it is adopted on General File. [Click here](#) for LB 408 as originally introduced. [Click here](#) for the Statement of Intent of LB 408 as originally introduced. [Click here](#) for the Fiscal Note.

LB 408, as originally introduced by Albion **Sen. Tom Briese**, limits the annual increase in property taxes, excluding voter-approved bonds and real growth value, for all political subdivisions to 3 percent. The voters of the political subdivision could override the limit with a majority vote at an election. **Real growth value** is defined in the bill as "the increase in real property valuation due to (a) improvements to real property as a result of new construction and additions to existing buildings, (b) any other improvements to real property which increase the value of such property,

and (c) annexation of property by political subdivision."

Those testifying in favor of the bill at the hearing on Jan. 27 included the Lincoln Independent Business Association, the National Federation of Independent Business, and the Platte Institute. All the PRO-PONENTS expressed concern about the increase of property taxes and spending by political subdivisions.

The OPPONENTS to LB 408, in addition to the **League**, included Lancaster County, community colleges, Banner County, Nebraska Association of School Boards, Omaha Public Schools, Open Sky, Greater Nebraska Schools Association, Greater Nebraska Cities, and the Nebraska Association of County Officials. Letters of opposition were

submitted by the Holland Center, Gilmore and Bell law firm, Lincoln Public Schools, Millard Public Schools, and others. The representatives of the entities who testified at the hearing expressed concern about the loss of local control, the impact it may have on bonding, and that inflation is often above 3 percent which could be devastating for some political subdivisions. The opponents also raised the issue that political subdivisions are already under levy limits and a lid on restricted funds.

The League will be analyzing the effect of LB 408 on municipal budgets and provide "talking points" for your consideration when preparing emails to help inform your Senator(s) about the impact of LB 408 (as amended by AM371).

LB 556: Bill allowing additional requirements in TIF redevelopment contract advances

LB 556, introduced by **Sen. Matt Hansen** of Lincoln, provides that "a redevelopment contract for a redevelopment plan or redevelopment project that includes the division of taxes may include any additional requirements deemed necessary by the city to ensure that such plan or project complies with the city's comprehensive development plan, the city's affordable housing action plan, city zoning regulations,

and any other reasonable planning requirements or goals established by the city." Both a **League representative** and the **City of Omaha** testified in support of the bill at the public hearing before the Government, Military and Veterans Affairs Committee.

On March 3, the Government Committee advanced the bill to General File with no amendments. The vote to advance the bill was 7-0.

LB 664: Government Committee advances bill to increase distributions from Mutual Finance Assistance Fund

LB 664, introduced by **Sen. Mike Groene** of North Platte, amends the Mutual Finance Assistance Fund Act to add a \$10,000 payment for each rural and suburban fire protection district, or each village, city of the second class, or rural or suburban fire district in a Mutual Finance Organization.

Along with a **League representative**, the **Nebraska State Fire Chiefs**, the **Fairbury Rural Fire District**, the **Jefferson County MFO**, the **Nemaha County MFO**, the **Peru Fire Department**, the **Nebraska Volunteer Firefighters**

Association, the **Nebraska State Volunteer Firefighters Association**, and **Nebraska Fire Chiefs Association** testified in support of the bill. The **City of South Sioux City** submitted a letter in support of LB 664.

The Government, Military and Veterans Affairs Committee adopted a committee amendment that clarifies that each political subdivision identified in the bill is only entitled to one \$10,000 annual disbursement under the bill. The committee advanced the bill on an 8-0 vote.



Sen. Mike Groene

How a bill becomes a law

1. **Bill introduced by Senator**
2. **Clerk assigns number to bill**
3. **Bill referred to committee**
4. **Committee has public hearing**
5. **Committee votes to:**
 - **Hold**
 - **Kill**
 - **Advance to General File**
6. **General File**
7. **Select File**
8. **Final Reading**
9. **Bill sent to Governor**
 - **Bill becomes law without Governor's signature**
 - **Signed by Governor**
 - **Vetoed by Governor**
10. **Veto Override**
11. **Bill becomes state law**

NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, FIRST 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.

All submitted, written testimony will be accepted between 8:30 a.m. and 9:30 a.m.
in the respective hearing room where the bill will be heard later that day.

To view the requirements for submitted, written testimony, visit:
<http://nebraskalegislature.gov/committees/public-input.php>

Tuesday, March 9, 2021

**Health and Human Services
Room 1510 - 12:30 p.m.**

YRTC Five-Year Plan Briefing

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

AM 373 to LB39

**Urban Affairs
Room 1510 - 3:00 p.m.**

LR49

Wayne

Provide the need for the Legislature to understand the reasons for
and circumstances surrounding the natural gas shortages

Note: Invited Testimony Only

Wednesday, March 10, 2021

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

LB474

Wishart

Adopt the Medicinal Cannabis Act

LB31

Wayne

Authorize punitive damages as prescribed and provide for distribution
Prohibit certain causes of action by motorists without liability
insurance or convicted of DUI offenses, require the Department of
Motor Vehicles to establish and maintain an online verification
system for accessing certain private passenger motor vehicle
insurance information, and authorize a disclosure of certain motor
vehicle records

LB397

Bostelman

LB634

Cavanaugh, J.

Provide a cause of action for unsafe disposal of treated seed

**Natural Resources
Room 1524 - 1:30 p.m.**

Appointment

Gard, Randy L. - Nebraska Ethanol Board

Thursday, March 11, 2021

**Business and Labor
Room 1524 - 1:30 p.m.**

Appointment
Appointment
Appointment
Appointment

Jazynka, Aaron L. - Boiler Safety Code Advisory Board
Whitlock, Gerald - Boiler Safety Code Advisory Board
Girmus, Johnie Jason - Boiler Safety Code Advisory Board
Kasl, Martin - Boiler Safety Code Advisory Board

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

LB199
LB227
LB370

Vargas
Morfeld
Sanders

Adopt the Face Surveillance Privacy Act
Adopt the Doxing Prevention Act and change and provide penalties
and a civil action for false reporting
Adopt the Personal Privacy Protection Act

Friday, March 12, 2021

**Judiciary
Room 1113 - 9:30 a.m.**

LB276

Hunt

Eliminate a requirement that the physician be physically present in the
same room when an abortion is performed

2022 CENSUS OF GOVERNMENTS

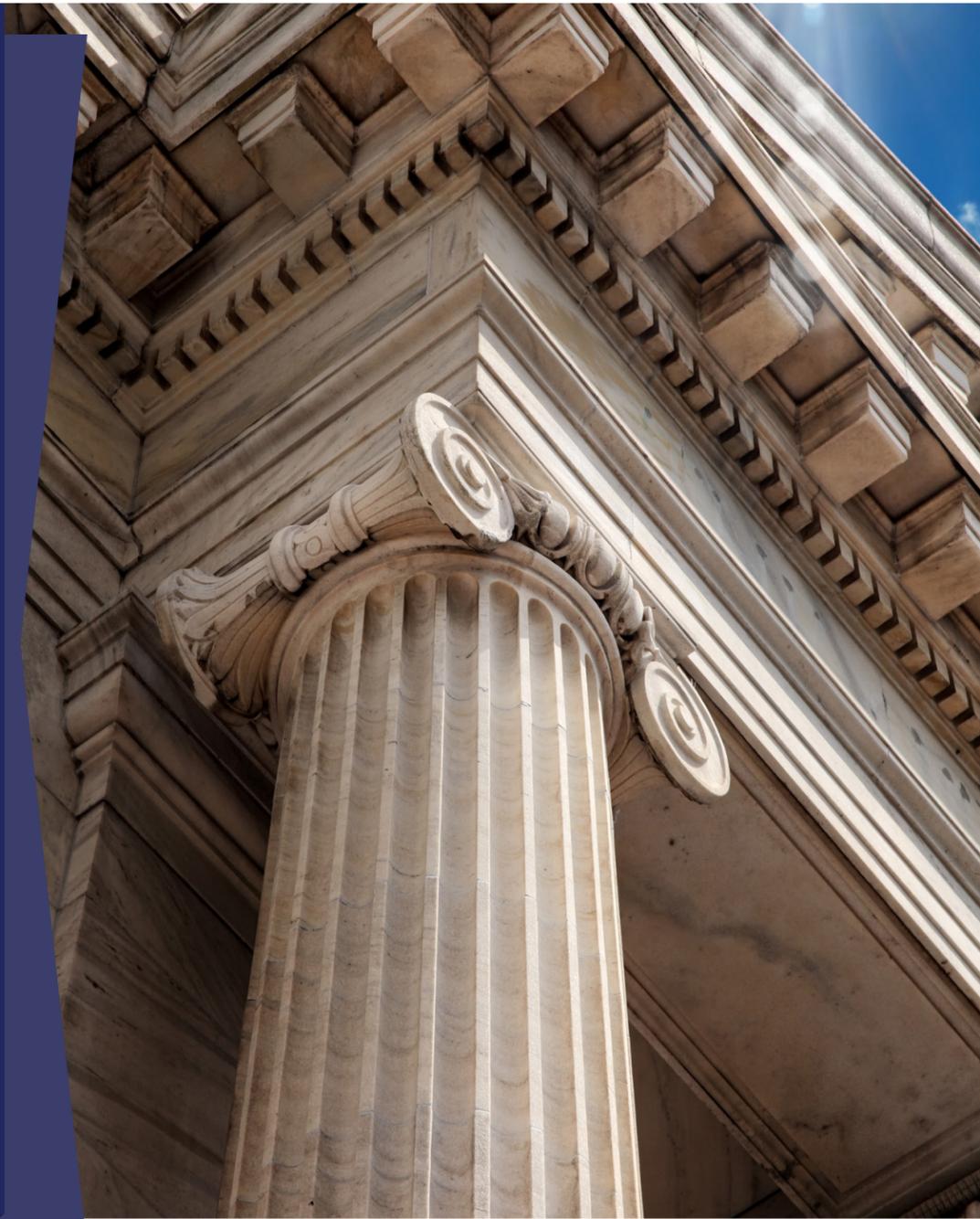
Conducting a More Efficient Census of Governments

WHAT IS THE CENSUS OF GOVERNMENTS?

The Census of Governments (CoG) is the most comprehensive and precise measure of government economic activity. It identifies the scope and nature of the nation's public sector and provides authoritative benchmark figures of public finance, pensions, and employment. It classifies the complex and diverse state and local government organizations, powers, activities, and measures state and local fiscal relationships. The CoG is comprised of three components—Organization, Employment and Finance.

With the release of each data product, the CoG provides policy analysts, researchers, and the general public with a more complete and clear picture of the public sector. These data products present information to assist in addressing the issues that concern state and local governments and serve as the foundation for developing national economic and public policy.

Improvements to the 2022 CoG will increase efficiency, reduce response burden for state and local governments, and provide data products that reflect our ever-changing U.S. economy.



Public Sector Statistics Include:



EXPENDITURE



REVENUE



ASSETS



DEBT



EMPLOYMENT



ORGANIZATION

Timeline

The program will produce data targeted releases between July 2023 and September 2024. These CoG data products provide unique detailed national, state, and local level statistical measures.



- OMB clearances obtained
- Respondent outreach started.

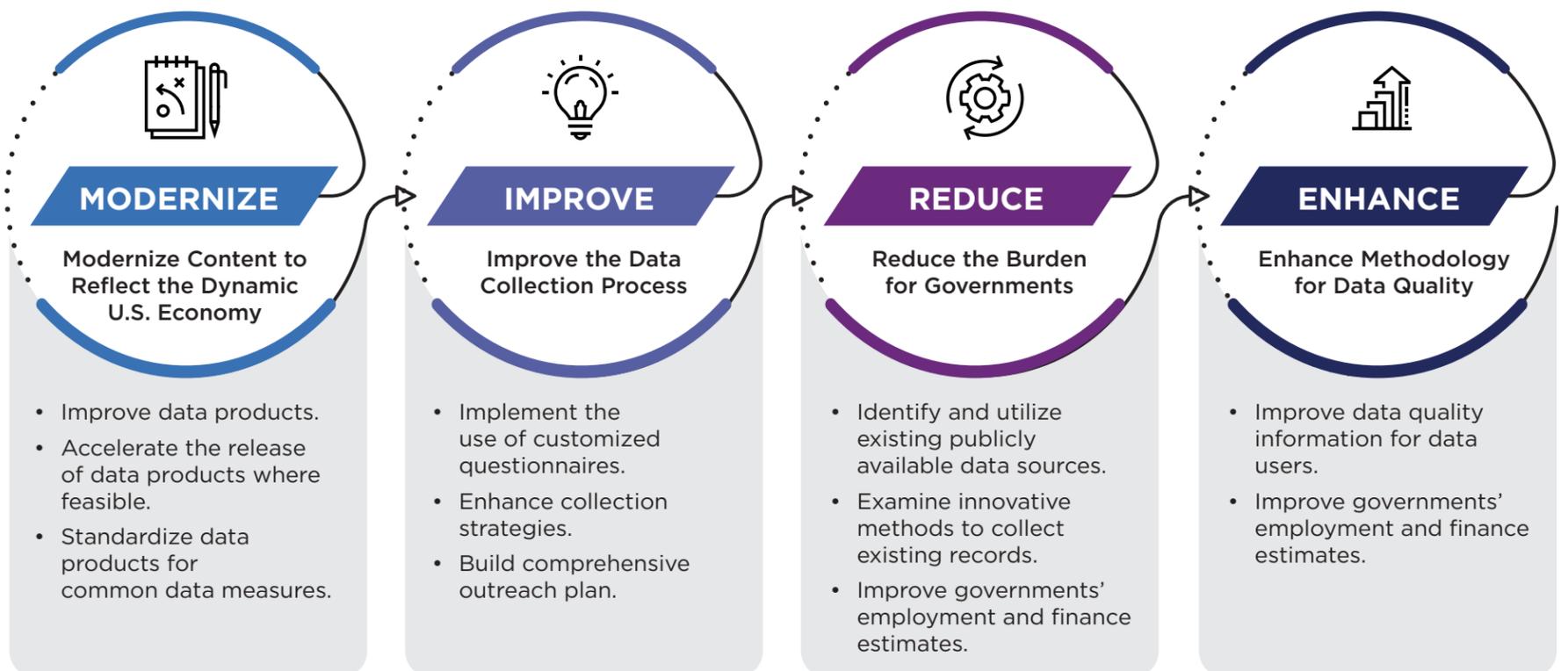
- Organization component is mailed.

- Employment and Finance components are mailed.

- Organization and Employment Data released.

- Finance Data released.

Goals for Conducting a More Efficient Census of Governments



Increase Efficiency

- Adopt a strategy that will rely more on existing government administrative records and developing innovative methods to collect, edit, and estimate (as necessary) to supplement existing and account for nonresponding entities.
- Promote response by using the successful practices learned from previous CoG cycles. This includes the use of central collection practices and administrative records for large governments.
- Leverage enterprise systems and solutions for data collection and dissemination, use data.census.gov for dissemination of data.

Reduce Respondent Burden for State and Local Governments through Customized Data Collection

- Expand the use of agreements between the U.S. Census Bureau and government units to provide their response in customized formats, and coordinate this centrally-collected data across statistical areas.
- Expand the use of administrative records for data collection for local and state governments.
- Implement the use of customized questionnaires for specific groupings of local governments.
- Explore the use of dynamic questionnaires.

Automate Operations to Increase Productivity

- Increase the use of macro-analytical tools.
- Improve editing and imputation of micro data, specifically, modernizing programs for imputation methods.

Improve Data Products to Reflect Our Ever-Changing U.S. Economy

- Update content to reflect the changing economy and provide a fuller and more relevant picture of state and local governments.
- Accelerate the release of data products, where feasible.
- Conduct outreach and promotion activities for 2022 Census of Governments data products utilizing multiple forums and media.
- Use the Census Bureau's Web-based dissemination platform, data.census.gov, to increase usability and functionality of data product delivery.



LEGISLATIVE BULLETIN

LEAGUE OF NEBRASKA MUNICIPALITIES

107th Legislature, First Session

March 12, 2021 - Bulletin 11



ITEMS OF INTEREST TO MUNICIPALITIES

- **LBs 25, 44, 159:** *Legislature passes 3 Urban Affairs Committee bills*
- **LB 408:** Bill on General File to limit property tax growth to 3% a year opposed by League and others; HELP US, HELP YOU, by providing important information to your Senator(s) ASAP
- **LRs 48, 49:** Natural Resources Committee and Urban Affairs Committee hold informational hearings on polar vortex effects
- **LB 51 (Lathrop): LAW ENFORCEMENT BILL** – As originally introduced, this bill would: 1) increase the number of continuing education hours for police officers from 22 to 42 hours annually; 2) remove the cap limiting the number of continuing education hours that can be completed online; 3) mandate 48 hours of training for entry-level officers, which hopefully will not be in addition to the 626 hours of training at the Grand Island Training Center required for certification; 4) prevent individuals hired by police departments from serving as police officers until receiving certification from the Law Enforcement Training Center; and 5) amend several other provisions relating to law enforcement. **The League strongly opposed LB 51 at the hearing on Feb. 3, but continues to negotiate with Sen. Lathrop and representatives of the FOP and PCAN which testified in support of the bill at the hearing.**

[Click here](#) for LB 51.

[Click here](#) for *League Legislative Bulletin #9*, which includes an article on LB 51.

[Click here](#) for an email from the League relating to LB 51 sent on March 3, which outlines several issues discussed with Sen. Lathrop to help smaller municipalities/police departments transition into the training requirements and other provisions of the bill.

Please encourage your Police Chief to join your City Manager/Administrator and/or Clerk on a Zoom call at 2 pm CT on Monday, March 15, for an update on negotiations relating to LB 51. The Zoom Meeting information will be emailed to the City Manager/Administrator and Clerk.

LRs 48, 49: Natural Resources Committee and Urban Affairs Committee hold informational hearings on polar vortex effects

On March 3, the Natural Resources Committee, chaired by **Sen. Bruce Bostelman** of Brainard, held a hearing on **LR 48** seeking to understand the reasons and circumstances for the rolling blackouts experienced in February 2021. On March 9, the Urban Affairs Committee, chaired by **Sen. Justin Wayne** of Omaha, held a hearing on **LR 49** to examine the impact of the February 2021 “cold snap” on natural gas supply, natural gas prices and the performance of natural gas utilities in Nebraska.

The Natural Resources Committee heard extensive presentations from the following invited testifiers:

- **Mark Kirby**, General Manager of Butler PPD;
- **Kevin Wailes**, Administrator and CEO of Lincoln Electric System
- **Tom Kent**, President CEO of the Nebraska Public Power District;
- **Tim Burke**, President and CEO of the Omaha Public



Sen. Bruce Bostelman

- Power District; and
 - **Lanny Nickell**, CEO of the Southwest Power Pool.
- The Urban Affairs Committee heard presentations from:
- **Beth Ackland**, Director of Gas Operations of the Nebraska Municipal Power Pool;
 - **Ryan Hurst**, Utilities Superintendent from the City of Wahoo;
 - **Lash Chaffin**, Utilities Section Director of the League of Nebraska Municipalities;



Sen. Justin Wayne

- **Kevin Jarosz**, Vice President of Operations of Black Hills Energy;
- **Mark Mendenhall**, General Counsel of the Metropolitan Utilities District;
- **Dennis Placke**, Nebraska District Manager of North-Western Energy; and
- **Nichole Mulcahy**, Director - Natural Gas Department of the Public Service Commission.

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. This service also is available 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.

LB 408: Bill on General File to limit property tax growth to 3% a year opposed by League and others; HELP US, HELP YOU, by providing important information to your Senator(s) ASAP

As reported in *League Legislative Bulletin #10*, the Revenue Committee approved AM371 to **LB 408** before advancing the bill to General File on March 2; **AM371 strikes the original provisions of LB 408 and essentially becomes the bill. On March 9, Lincoln Sen. Suzanne Geist selected LB 408 (AM371) as her personal priority bill.** AM371 still retains most of

the original provisions of the bill to limit the annual increase in property taxes for all political subdivisions to 3%, with exceptions for: 1) bonds approved by voters; 2) “real growth value”; and 3) votes approved by a majority of registered voters in a primary, general or special election to override the 3% limit. [Click here](#) for AM371 to review several other key provisions in the amendment,

which becomes the bill if it is adopted on General File. [Click here](#) for the Statement of Intent of LB 408 as originally introduced. [Click here](#) for the Fiscal Note.

Thanks to a number of municipal officials from all classes and sizes of municipalities for meeting with the League staff by Zoom since the bill was advanced out of committee to

Continued on page 4

LBs 25, 44, 159: Legislature passes 3 Urban Affairs Committee bills

On March 11, the Legislature passed 15 bills. Three of those bills were from the Urban Affairs Committee and of interest to municipalities.

LB 25, introduced by Omaha Sen. Justin Wayne, implements the provisions of Amendment 2. LB 25 extends the maximum length of time for the repayment of indebtedness related to tax increment financing (TIF) in certain cases. Under the bill, if more than one-half of the property in the project area is designated as extremely blighted, the maximum repayment period is extended from 15 years to 20 years. Along with the **League**, the Cities of **Lincoln** and **Omaha** supported the bill. Lawmakers passed the bill on a 48-0 vote with 1 member excused and not voting.

LB 44, introduced by Lincoln Sen. Matt Hansen, clarifies that

an affordable housing action plan required under the Municipal Density and Missing Middle Housing Act can be adopted either as part of a city’s comprehensive plan or as a separate plan. The Cities of **Lincoln** and **Omaha** testified in favor of the bill. The **League** submitted a letter of support. Sen. Mike Groene of North Platte filed an amendment on Final Reading to change the population threshold for a city that is required to adopt an affordable housing action plan. That amendment failed to receive enough votes for it to be adopted. LB 44 was then passed by the Legislature on a 40-5 vote with three members present and not voting and 1 member excused and not voting.

Finally, **LB 159**, introduced by the **Urban Affairs Committee**, provides for printing or publishing city and village ordinances in electronic

2021 _____
LEGISLATIVE
SESSION _____



form. The League supported this bill because it gives various classes of municipalities an additional option when publishing ordinances. The bill was passed by the Legislature on a 49-0 vote.

After the Legislature passes a bill on Final Reading, it goes to the Governor for consideration. The Governor has five days, excluding Sundays, to decide what to do with a bill.

If the Governor signs a bill or declines to act on it, the bill becomes state law.

LB 408: Bill on General File to limit property tax growth to 3% a year opposed by League and others; HELP US, HELP YOU, by providing important information to your Senator(s) ASAP

Continued from page 3

discuss how to best inform Senators about the problems and negative effects of the bill, especially in light of the “lid on restricted funds” and “levy limits” which would remain in effect if LB 408 (AM371) is enacted.

Although the League has other great examples of the effects of LB 408 (AM371) on municipal budgets that will be provided later, **please review the excellent information provided by the following municipalities.** Click on the name of the municipality to view some of the effects of LB 408 on their respective budget: [Ansley](#), [Hastings](#), [La Vista](#), [Norfolk](#), [Plattsmouth](#), [Stromsburg](#), [Sutton](#), [Wahoo](#), [West Point](#). Thanks to La Vista for providing a template of a graphic for you to complete to help educate Senators about LB 408. [Click here](#) for the graphic.

BACKGROUND:

LB 408, as originally introduced by Albion **Sen. Tom Briese**, limits the annual increase in property taxes, excluding voter-approved bonds and real growth value, for all political subdivisions to 3 percent. The voters of the political subdivision could override the limit with a majority vote at an election. **Real growth value** is defined in the bill as “the increase in real property valuation due to (a) improvements

to real property as a result of new construction and additions to existing buildings, (b) any other improvements to real property which increase the value of such property, and (c) annexation of property by political subdivision.”

Those testifying in favor of the bill at the hearing on Jan. 27 included the Lincoln Independent Business Association, the National Federation of Independent Business, and the Platte Institute. All the PRO-PONENTS expressed concern about the increase of property taxes and spending by political subdivisions.

The OPPONENTS to LB 408, in addition to the **League**, included Lancaster County, community colleges, Banner County, Nebraska Association of School Boards, Omaha Public Schools, Open Sky, Greater Nebraska Schools Association, Greater Nebraska Cities, and the Nebraska Association of County Officials. Letters of opposition were submitted by the Holland Center, Gilmore and Bell law firm, Lincoln Public Schools, Millard Public Schools, and others. The representatives of the entities who testified at the hearing expressed concern about the loss of local control, the impact it may have on bonding, and that inflation is often above 3 percent which could be devastating for some political subdivisions. The

2021 LEGISLATIVE SESSION



opponents also raised the issue that political subdivisions are already under levy limits and a lid on restricted funds.

The League will continue analyzing the effects of LB 408 on municipal budgets and provide “talking points” for your consideration when preparing emails to help inform your Senator(s) about the impact of LB 408 (as amended by AM371).

**NEBRASKA UNICAMERAL LEGISLATURE
107th LEGISLATURE, FIRST 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.

**All submitted, written testimony will be accepted between 8:30 a.m. and 9:30 a.m.
in the respective hearing room where the bill will be heard later that day.**

To view the requirements for submitted, written testimony, visit:
<http://nebraskalegislature.gov/committees/public-input.php>

Tuesday, March 16, 2021

**Revenue
Room 1524 - 12:00 p.m.**

AM501 to LB181