

AGENDA
NORTH PLATTE CITY COUNCIL MEETING
December 7, 2021; 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

The City of North Platte is inviting you to view the meeting live on YouTube at the following link <https://www.ci.north-platte.ne.us/government/city-council/agendas/minutes/>

To view past and present videos, click Live Stream for the scheduled event.

CALL TO ORDER

INVOCATION Rev. Bob Deardoff, Beautiful Savior Lutheran Church

PLEDGE OF ALLEGIANCE

ROLL CALL

OPEN MEETINGS ACT

A CURRENT COPY OF THE OPEN MEETINGS ACT OF NEBRASKA IS POSTED ON THE WALL AT THE BACK OF THE COUNCIL CHAMBERS.

MEETING PROCEDURE

THE PUBLIC MAY ADDRESS SPECIFIC AGENDA ITEMS AT THE PLEASURE OF THE MAYOR. IF RECOGNIZED BY THE MAYOR, PLEASE IDENTIFY YOURSELF BY STATING YOUR NAME AND ADDRESS.

PLEASE ADDRESS THE COUNCIL THROUGH THE MAYOR AND LIMIT REMARKS TO 3 MINUTES OR LESS.

WE RESPECT OUR CITY EMPLOYEES, AND REQUEST THAT ANY COMPLAINTS OR CRITICISMS OF EMPLOYEES NOT BE AIRED IN A PUBLIC MEETING. CONCERNS ABOUT EMPLOYEES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ADMINISTRATOR OR MAYOR. INDIVIDUALS IN VIOLATION WILL BE DECLARED OUT OF ORDER.

AWARDS AND ACCOLADES

CONSENT AGENDA

ALL MATTERS UNDER "CONSENT AGENDA" ARE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. ANY CITY COUNCIL MEMBER MAY, HOWEVER, REMOVE AN ITEM FROM CONSENT BY REQUEST.

1. Approve Minutes of November 16, 2021. (Pages 1- 4) (Angela Gilbert, City Clerk)
2. Place on file Treasurer's report for October 2021. (Pages 5- 7) (Dawn Miller, Director of Finance)
3. Approve the application by Aden Enterprises LLC for a Special Designated License on January 22, 2022 from 4:00 p.m. to 12:30 a.m. at D & N Event Center, 501 East Walker Road for a Wedding Reception. (Pages 8-10) (Angela Gilbert, City Clerk)
4. Send the application of Creativity Unlimited Arts Council dba Prairie Arts Center for a Catering Liquor License located at 416 North Jeffers Street to the Nebraska Liquor Control Commission with no recommendation. (Pages 11-13) (Angela Gilbert, City Clerk)
5. Approve the re-appointment of Lena Hughes to the Tree Board. (Pages 14-15) (Mayor Kelliher)
6. Authorize the Mayor to execute the purchase agreement for a 2022 Freightliner Dump Truck for the Electric Department with Nebraska Truck Center. (Pages 16-17) (Scott Standage, Electric Superintendent)
7. Authorize the Mayor to sign the Coronavirus Emergency Supplemental Funding grant application request for \$45,260 and required certified assurances. (Pages 18-19) (Steve Reeves, Interim Chief of Police)
8. Authorize the Mayor to sign Agreements with Voya and Professional Financial Advisors, LLC to provide retirement services to the City of North Platte. (Pages 20-21) (Dawn Miller, Director of Finance)

REGULAR AGENDA

CLOSED SESSION TO DISCUSS PERSONNEL OR POTENTIAL LITIGATION (IF NECESSARY)

9. Authorize the Mayor to sign all necessary documents regarding Consulting Services with JK Consulting for the Electric Department. (Pages 22-31) (Layne Groseth, Utilities Manager)
10. Authorize the Mayor to execute the agreement for services between the City of North Platte and Arete Design Group. (Pages 32-44) (Matt Kibbon, City Administrator)
11. Approve bid with Paulsen, Inc. of Cozad in the amount of \$1,484,565.03 for Street Improvement District No. 329 in Lakeview Boulevard from the intersection of West A Street to the intersection of West Front Street and authorize the Mayor to sign the contract. (Pages 45-47) (Brent Burklund, City Engineer)

12. Accept and authorize the Mayor to sign renewal of the City Maintenance Agreement No. 20 with the Nebraska Department of Roads. (Pages 48-59) (Brent Burklund, City Engineer)
13. Second reading and action on Ordinance No. 4078 realigning Council Wards as required by Nebraska State Statute §32-533 (2). (Pages 60-68) (Judy Clark, Planning Administrator)

PUBLIC HEARING

14. Consider action on Planning Commission's recommendation to approve the City of North Platte Redevelopment Plan for the Sustainable Beef, LLC Redevelopment Project on property described as a tract of land in the Northeast Quarter of the Northeast Quarter and in part of Government Lots 1 and 2, Section 11, Township 13, North, Range 30 West of the 6th P.M., Lincoln County, Nebraska pursuant to Nebraska Community Development Law and passage of appropriate Resolution. (Pages 69-135) (Judy Clark, Planning Administrator)
15. Approve Claims. (Pages 1-19) (Dawn Miller, Director of Finance)

PUBLIC AGENDA REQUEST

WE RESPECT OUR CITY EMPLOYEES, AND REQUEST THAT ANY COMPLAINTS OR CRITICISMS OF EMPLOYEES NOT BE AIRED IN A PUBLIC MEETING. CONCERNS ABOUT EMPLOYEES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ADMINISTRATOR OR MAYOR. INDIVIDUALS IN VIOLATION WILL BE DECLARED OUT OF ORDER.

INFORMATIONAL ITEMS FROM MAYOR, COUNCIL, ADMINISTRATOR, AND ATTORNEY

ADJOURN

CITY COUNCIL AGENDA

ITEM NO. 1

MINUTES OF THE REGULAR CITY COUNCIL MEETING
November 16, 2021; 5:30 p.m.

CALL TO ORDER

Invocation was given by George Cheek and the pledge of allegiance was recited.

A regular meeting of the Council of the City of North Platte, Nebraska was convened in open and public session at 5:30 p.m. in the City Hall Council Chambers at 211 West 3rd Street. Present were Nisley, Tryon, Volz, Carman, Rieker, Woods. Lucas and Garrick were absent. Mayor Brandon Kelliher presided and City Clerk Angela Gilbert recorded the proceedings.

Mayor Kelliher stated that a current copy of the Open Meetings Act of Nebraska is posted on the wall at the back of the Council Chambers.

Notice of the meeting was given in advance thereof by posting in three public places in the City as follows: North Platte Public Library, Lincoln County Courthouse and City Hall; the designated method for giving notice (Certificate of Posting) is attached to these Minutes. Proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

CONSENT AGENDA

Rieker moved and Nisley seconded the motion to approve the Consent Agenda as follows:

1. Approve Minutes of November 2, 2021.
2. Approve the re-appointment of Tia McGuire to the North Platte Tree Board.
3. Approve the appointment of George Haws to the North Platte Tree Board.
4. Authorize the Mayor to sign an agreement to apply for the Nebraska Department of Transportation Highway Safety Office grant funded overtime reimbursement to participate in the "Drive Sober or Get Pulled Over" high-visibility enforcement event.
5. Authorize the Mayor to execute the purchase agreement for a 2022 Digger Derrick for the Electric Department with Altec Industries.
6. Authorize the Mayor to execute the purchase agreement for a new Bucket Truck for the Electric Department with Altec Industries.
7. Authorize the Mayor to execute the purchase agreement for a 2022 pick-up for the Electric Department with Bill

Summers Ford.

Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

ITEM #8
WESTERN
ENGINEERING
FOR 2021
OVERLAY PROJECT

Rieker moved and Nisley seconded the motion to approve the bid with Western Engineering Company, Inc. of Harlan, Iowa in the amount of \$3,236,688.85 for the 2021 Overlay Project and authorize the Mayor to sign the contract. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

ITEM #9
CERTIFICATION
OF STREET
SUPERINTENDENT
FOR 2021

Rieker moved and Carman seconded the motion to adopt the Resolution for Signing of the Year-End Certification of City Street Superintendent for 2021 and authorize the Mayor to sign the Year-End Certification of City Street Superintendent for 2021. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

ITEM #10
ORDINANCE 4077
ON 3RD READING

Mayor Kelliher instructed Ordinance No. 4077 to rezone certain land from an R-2 Dwelling District to an R-3 Dwelling District on property located at 404 and 406 West F Street to be read by title on its third reading. Rieker moved Volz seconded the motion to approve Ordinance No. 4077 on its third reading. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

ITEM #11
ORDINANCE 4078
ON 1ST READING

Mayor Kelliher declared a Public hearing on Ordinance No. 4078 realigning Council Wards as required by Nebraska State Statute §32-533 (2).

No one appeared.

Rieker moved and Volz seconded the motion to close the hearing. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

Mayor Kelliher instructed Ordinance No. 4078 to be read by title on its first reading. Rieker moved and Carman seconded the motion to approve Ordinance N. 4078 on its first reading. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

ITEM #12
RENOVATION OF
CODY PARK
TENNIS COURTS

Barb Baldrige and Kevin Wood of the North Platte Pickleball Association gave a review on the renovation of the tennis/pickeball courts in Cody Park. No action was taken.

ITEM #13
REVISED
EMPLOYEE
HANDBOOK

A review was held on the revised City of North Platte Employee Handbook . No action was taken.

ITEM #14
CLAIMS

Rieker moved and Tryon seconded the motion to approve the Claims. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

ADJOURN

Rieker moved and Volz seconded the motion to adjourn. Roll call vote: "AYE": Nisley, Tryon, Volz, Carman, Rieker, Woods. "NAY": None. "ABSENT": Lucas, Garrick. Motion carried.

Adjourned at 6:12 p.m.

Angela Gilbert

Angela Gilbert, City Clerk

CITY COUNCIL AGENDA

ITEM NO. 2



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Place on file Treasurer's Report for October 2021, Dawn Miller, Director of Finance

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

The October 2021 Treasurer's Report for the General Fund is being provided.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- N/A

WHY THIS ITEM IS BEFORE THE COUNCIL:

This information is provided to Council on a monthly basis.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Place on file Treasurer's Report for October 2021.

PROPOSED MOTION:

"I move to approve the Consent Agenda."

ADMINISTRATION'S RECOMMENDATION:

City Administrator recommends approval.

A	B	C	D	E	F	G	H	I	J	K
	City of North Platte									
	Revenue & Expenditure Summary (Unaudited)									
	General Fund									
5		OCTOBER 2021	OCTOBER 2020	CHANGE \$	CHANGE %		YTD 2021	YTD 2020	CHANGE \$	CHANGE %
6		\$ 2,292,223.19	\$ 2,311,843.27	\$ (19,620.08)	-0.85%		\$ 2,292,223.19	\$ 2,311,843.27	\$ (19,620.08)	-0.85%
7	TOTAL REVENUES									
8										
9	TOTAL EXPENDITURES	3,303,712.12	3,160,639.35	143,072.77	4.53%		3,303,712.12	3,160,639.35	143,072.77	4.53%
10	NET	\$ (1,011,488.93)	\$ (848,796.08)	\$ (162,692.85)	19.17%		\$ (1,011,488.93)	\$ (848,796.08)	\$ (162,692.85)	19.17%



CITY COUNCIL AGENDA

ITEM NO. 3



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Special Designated License, Angela Gilbert, City Clerk

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Aden Enterprises LLC is requesting to serve alcohol at a Wedding Reception at the D & N Event Center on January 22, 2022.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- N/A

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to North Platte Code of Ordinances Section 116.26 and NEB. REV. STAT. Section 53-134, the City Council shall approve requests for liquor licenses and submit their approval to the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Approve application by Aden Enterprises LLC for a Special Designated License on January 22, 2022 from 4:00 p.m. to 12:30 a.m. at D & N Event Center, 501 East Walker Road for a Wedding Reception.

PROPOSED MOTION:

“I move to approve the application by Aden Enterprises LLC for a Special Designated License on January 22, 2022 from 4:00 p.m. to 12:30 a.m. at D & N Event Center, 501 East Walker Road for a Wedding Reception.”

ADMINISTRATION’S RECOMMENDATION:

City Administrator recommends approval.

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Aden Enterprises, LLC
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

830 First Street, Sutherland NE, 69165
Retail Liquor License Address or Non-Profit Business Address

CRG-116312
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 1/22/22

Event Start Time(s): 4:00pm

Event End Time(s): 12:30am

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: D and N Event Center

Event Street Address/City: 501 E Walker Rd, North Platte NE, 69101

Indoor area to be licensed in length & width: 400' x 400'

Outdoor area to be licensed in length & width: — X — (Diagram Form #109 must be attached)

Type of Event: Wedding Reception Estimate # of attendees: 350

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Timothy Aden Event Contact Phone Number: 308-386-8416

Event Contact Email: sutherlandlonghornbar@yahoo.com

*Signature Authorized Representative: Timothy Aden Printed Name Timothy Aden

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City Village of North Platte **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date

CITY COUNCIL AGENDA

ITEM NO. 4



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Catering Liquor License, Angela Gilbert, City Clerk

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Creativity Unlimited Arts Council dba Prairie Arts Center is applying for a Catering Liquor License for their location at 416 North Jeffers Street.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- N/A

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to North Platte Code of Ordinances Section 116.26 and NEB. REV. STAT. Section 53-134, the City Council shall approve requests for liquor licenses and submit their approval to the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Send application of Creativity Unlimited Arts Council dba Prairie Arts Center for a Catering Liquor License located at 416 North Jeffers Street to the Nebraska Liquor Control Commission with no recommendation.

PROPOSED MOTION:

"I move to send the application of Creativity Unlimited Arts Council dba Prairie Arts Center for a Catering Liquor License located at 416 North Jeffers Street to the Nebraska Liquor Control Commission with no recommendation."

ADMINISTRATION'S RECOMMENDATION:

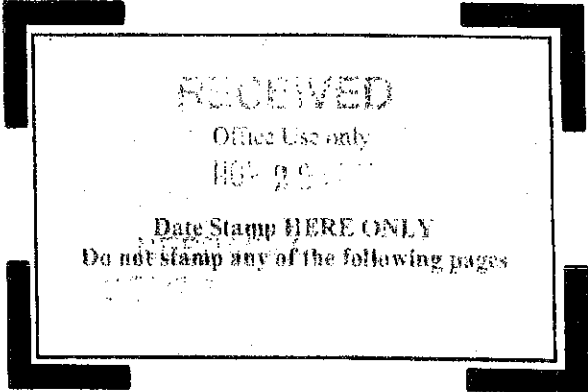
City Administrator recommends approval.

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License Class: LK

License Number: 122149



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Creativity Unlimited Arts Council

TRADE NAME

dba Prairie Arts Center

PREMISES ADDRESS

416 N. Jeffers

CITY

North Platte

ZIP CODE

69101

CONTACT PERSON

Holly Carlini

PHONE NUMBER

308-534-5121

EMAIL

holly@prairieartscenter.org

[Signature]
Signature of AUTHORIZED LICENSEE REPRESENTATIVE
(Do not sign until in the presence of the Notary Public)

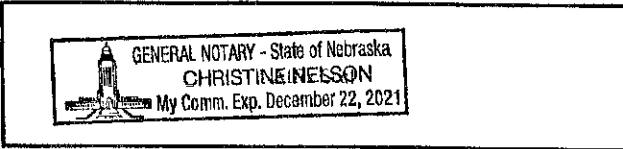
Holly Carlini / Lisa DeBord
Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

State of Nebraska, County of Lincoln

The foregoing instrument was acknowledged before me this:
Oct 28, 21
(Date)

By: Holly Carlini Lisa DeBord
Name of person signing document in front of Notary

[Signature]
Notary Public Signature



No fee submitted
Payport
ID 65434730
11/22/21

CITY COUNCIL AGENDA

ITEM NO. 5



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Mayor's Re-Appointment to the Tree Board

Mayor Kelliher

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

It is the responsibility of the North Platte Tree Board to study, investigate, counsel, develop, update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of the trees and shrubs in parks, along streets or in other public areas of North Platte.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- None

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to City of North Platte's Code of Ordinance §33.01. Re-Appoint Lena Hughes for a second (2nd) term to the North Platte Tree Board. The Mayor appoints an individual to serve on the Tree Board for a 3 year term with the option of the Mayor to appoint for up to 3 consecutive terms.

ACTION REQUIRED AT THIS COUNCIL MEETING:

City Council consent of the Mayor's recommendation to re-appoint Lena Hughes for a second (2nd) term to the North Platte Tree Board.

PROPOSED MOTION:

"I move to approve the re-appointment of Lena Hughes for a second (2nd) term to the North Platte Tree Board."

ADMINISTRATION'S RECOMMENDATION:

City Administrator recommends approval.

CITY COUNCIL AGENDA

ITEM NO. 6



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Purchase 2022 Freightliner 33,000 GVWR Dump Truck for Electric Department, Standage, Electric Superintendent

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Authorize and approve the purchase of a 2022 Freightliner 33,000 GVWR Dump Truck for the Electric Department. This truck will replace a 1995 GMC Dump Truck. The awarding bid is eighty six thousand nine hundred eighty two dollars (\$86,982.00). This purchase is allowing a trade value for the existing truck of (\$10,000.00).

There were two other bids, Mack Truck bid \$101,022.32 and Ford bid \$109,000.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to North Platte Code of Ordinance §31.20 requires City Council approval for Mayor's authorization on agreements/contracts.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Authorize and approve purchase agreement for 2022 Freightliner Truck for the Electric Department.

PROPOSED MOTION:

"I move to authorize the Mayor to execute the purchase agreement for a 2022 Freightliner Dump Truck for the Electric Department with Nebraska Truck Center."

ADMINISTRATOR'S RECOMMENDATION:

City Administrator recommends approval.

CITY COUNCIL AGENDA

ITEM NO. 7



CITY OF NORTH PLATTE STAFF SUMMARY REPORT December 7, 2021

AGENDA ITEM TITLE: Coronavirus Emergency Supplemental Funding (CESF) grant application request for \$45,260, Steve Reeves, Interim Chief of Police

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

The Nebraska Crime Commission was awarded \$3,904,020.90 from a U.S. Department of Justice grant, to respond to the public safety challenges posed by the outbreak of COVID-19. The money was awarded to the State of Nebraska to be distributed based on the needs of Nebraska law enforcement agencies. North Platte Police department staff members have conducted research on 3D scanning systems that can produce quality crime scene diagrams. These systems can be operated by one person, significantly decrease the time spent at a crime scene and ultimately decrease the potential exposure police officers have to Coronavirus and other dangerous elements associated with crime scene investigations. The award request includes the scanner, software, licensing and training.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- N/A

WHY THIS ITEM IS BEFORE THE COUNCIL:

To authorize the City of North Platte—Police Department to apply for \$45,260 in sub-grant funding from the Coronavirus Emergency Supplemental Funding grant managed by the Nebraska Crime Commission.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Authorize the Mayor to sign the Coronavirus Emergency Supplemental Funding grant application and required certified assurances.

PROPOSED MOTION:

“I move to authorize the Mayor to sign the Coronavirus Emergency Supplemental Funding grant application request for \$45,260 and required certified assurances.”

ADMINISTRATION’S RECOMMENDATION:

City Administrator recommends approval.

CITY COUNCIL AGENDA

ITEM NO. 8



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Retirement Services Provider, Matthew Kibbon, City Administrator

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Administration has secured Agreements with Professional Financial Advisors, LLC and Voya to provide retirement advisory and recordkeeping/trustee services to the City of North Platte.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- On August 17, 2021 City Council authorized Administration to enter into contract negotiations with Professional Financial Advisors, LLC to provide retirement services to the City of North Platte.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to North Platte Code of Ordinance §34.42, all contracts require a vote of the City Council.

ACTION REQUIRED AT THIS COUNCIL MEETING:

City Council authorization for the Mayor to sign Agreements with Voya and Professional Financial Advisors, LLC to provide retirement services to the City of North Platte.

PROPOSED MOTION:

"I move to authorize the Mayor to sign Agreements with Voya and Professional Financial Advisors, LLC to provide retirement services to the City of North Platte."

ADMINISTRATION'S RECOMMENDATION:

City Administrator recommends approval.

CITY COUNCIL AGENDA

ITEM NO. 9



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Financial and Rate Study Agreement with JK Consulting.

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

JK Consulting proposes to perform a complete financial analysis of the Electric Department, help us determine adequate cash reserve goals, and do a complete rate analysis to determine if our current rate structure is fair and adequate for each rate class and if current rates are adequately covering costs and anticipated current and future expenses.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to North Platte Code of Ordinance §34.42, all contracts require a vote of the City Council.

ACTION:

Authorize the Mayor to sign all necessary documents regarding the above referenced consulting agreement.

PROPOSED MOTION:

“I move to authorize the Mayor to sign all necessary documents regarding Consulting Services with JK Consulting for the Electric Department.”

ADMINISTRATOR’S RECOMMENDATION:

City Administrator recommends approval.

November 11, 2021

Mr. M. Layne Groseth
Public Service Director
City of North Platte
1402 N Jeffers Street
North Platte, NE 69101

RE: Electric Cost of Service / Rate Design Study

Dear Mr. Groseth:

JK Energy Consulting, LLC (JKEC) is pleased to submit this proposal to prepare a Cost of Service and Rate Design Study for the City of North Platte (City) and its Municipal Light & Water Department, specifically for the electric utility (Utility). This proposal was prepared pursuant to our conversation on November 10, 2021, and includes the scope of services, deliverables, fee, and schedule.

Qualifications

JKEC is a Nebraska limited liability corporation solely owned by John A. Krajewski. Mr. Krajewski is a professional engineer licensed to practice in the states of Iowa, Kansas, and Nebraska. The mission of JKEC is to provide *independent, objective* advice to consumers and producers of energy. JKEC is independent from the City's power supplier. The advice that will be provided is objective; the primary concern will be to do what is right for the City and its ratepayers.

Mr. Krajewski will serve as the Project Manager for the cost of service/rate design study. He has 29 years of experience in the electric utility industry and has worked with municipalities in Iowa, Kansas, Nebraska, and Colorado. Mr. Krajewski has extensive experience with power supply planning, contract negotiations, wholesale and retail cost of service and rate design, transmission access, financial planning and analysis for municipal utilities, regulatory affairs, and has been an expert witness in local, state, and federal utility proceedings. JKEC has prepared studies for multiple Nebraska Public Power District (NPPD) wholesale customers and is familiar with its wholesale rate structure. Mr. Krajewski's resume is attached to this letter proposal (see Attachment 1).

References

Please feel free to contact the following references to learn more about Mr. Krajewski and JKEC:

Ray Luhring
Utilities Superintendent
Falls City Utilities
2307 Barada Street
Falls City, NE 68355
Telephone: 402-245-2724
Email: r.luhring@fallscityne.us

Tobias Tempelmeyer
City Administrator
City of Beatrice
400 Ella Street
Beatrice, NE 68310
Telephone: 402-228-5200
Email: ttempelmeyer@beatrice.ne.gov

Scope of Services

Task 1: Data Collection / Kick-off Meeting. This task involves collecting retail usage, operating expense, purchased power, and other data necessary to complete the cost of service analysis. A data request will be prepared and submitted to the City. To the extent certain data is not available, alternatives to the requested data will be identified.

A kick-off meeting at the City's office will be held to answer questions about the data request, discuss goals and objectives of the rate study, identify key issues, and finalize the project schedule.

Task 2: Identify Capital Requirements and Minimum Reserve Levels. This task involves reviewing the City's capital improvement program and identifying the cash flow requirements necessary to fund planned projects. Appropriate funding mechanisms will be evaluated, including funding from revenue, use of reserves, issuance of debt, or a combination of the above approaches. This task also involves identifying a minimum cash reserve amount based on cash needs for operational and capital reserves, as well as comparing that balance to criteria established by bond rating agencies. JKEC will work with staff to assess the need to accumulate additional funds (or use existing funds) going forward.

Task 3: Calculate Revenue Requirements and Financial Results. This task involves reviewing the projected operating expenses, non-retail revenues, capital requirements from Task 2, debt service expenses and other elements that make up the projected revenue requirements. Revenue requirements will be calculated for a "Test Year" and for a projected period of four additional years (a total of five years). Projected retail revenues will be compared to projected expenses to develop projected financial results going forward. The projected financial results are used to identify necessary rate increases for future periods. Debt service coverage will be calculated to determine compliance with bond covenants and cash reserves will be reviewed for adequacy. Projected cash reserves will be calculated and compared to operating expenses to assess if additional reserves are necessary.

The largest component of the projected revenue requirements is NPPD's wholesale purchased power cost. In recent years, costs from NPPD have been relatively stable, with a significant power cost adjustment (PCA) credit over the last three years providing a reduction in power costs. While it appears that NPPD will apply a PCA credit in 2022, it is less certain that there will be a credit in future years. One goal in developing a rate plan will be to help ensure retail rate stability in case there is a significant change in the PCA in future years. This could be accomplished by establishing a PCA bank at the retail level or applying the credit using a multi-year rolling average.

Task 4: Prepare Cost of Service Analysis. This task involves calculating the cost of service for each retail rate class, using generally accepted ratemaking principles for municipal utilities. Principles consistent with guidelines prepared by the American Public Power Association, the National Association of Regulatory Utilities Commissioners, American Water Works Association, the Federal Energy Regulatory Commission, and others would be followed.

The various expenses incurred by the Utility will be identified and assigned to a function based on the type of service provided. For example, the electric cost of service will be allocated to generation, transmission, distribution, and customer service while the water cost of service will be allocated based on water consumption, peak day and peak hour usage. An appropriate method for allocating expenses for each function among the various rate classes will be identified. For example, purchased energy costs may be allocated based on the energy purchased by each retail class, while customer service expenses may be allocated based on the weighted number of retail customers.

The allocated cost of service for each rate class will be compared to the projected revenues for each rate class to determine the need for future rate changes and provide guidance for the rate design process.

Task 5: Rate Design. This task involves designing retail rates for each rate class. This task considers the cost of service results as well as other goals established by the City. These goals may include long-term rate stability, competitiveness with neighboring utilities, financial stability, mitigation of large rate increases on particular rate classes, and funding of future capital projects. JKEC will visit with City staff to review these goals and establish rates that best accomplish the identified goals.

Generally, customers prefer to see gradual rate changes implemented rather than deferring rate increases until a large increase is necessary at some point in the future. A rate ordinance that includes rate changes for up to three years (annual changes in October 2022, October 2023, and October 2024) in the future will be developed in a manner consistent with recent rate studies. Rate comparisons with neighboring utilities will be prepared.

Task 6: Draft Report. This task involves preparing a draft report for review by City staff. The report will be suitable for review by non-utility personnel with tables that summarize

the key results of the cost of service analysis. An updated rate ordinance will be provided that implements the proposed rates. JKEC staff will present the results at a meeting with City staff.

Task 7: Present Final Report. This task involves presenting the results to the City Council. The report will be suitable for review by non-utility personnel with tables that summarize the key results of the cost of service analysis. An updated rate ordinance will be provided that implements the proposed rates. JKEC staff will present the report and be available to answer any questions.

Deliverables

1. One (1) electronic copy of the draft report (summary form of report with proposed rate ordinance) for staff review/discussion.
2. Two (2) copies of final report, including all workpapers.
3. One (1) electronic copy of the final report, including all workpapers, in Adobe Acrobat (.pdf) format.
4. One (1) electronic copy of proposed rate ordinance in Microsoft Word format.
5. Presentation of results to the City Council.

Schedule / Meetings

The following schedule is based on the City providing notice to proceed no later than March 1, 2022. Any delay in executing the agreement or providing requested data will result in a similar day in subsequent milestones.

March 1, 2022	Notice to proceed
March 8, 2022	Meet with City staff to collect data and discuss the study process, including rate design goals
Mid-April 2022	Receive all requested data from City
June 1, 2022	Draft report completed and sent to City staff
June 8, 2022	Review draft report with City staff
July 19, 2022	Present final results to the City Council
August 1, 2022	Final report, including all workpapers, submitted to City

If additional visits beyond the three visits identified in the proposed schedule are requested, billing will be based on JKEC's standard billing rate schedule (see Attachment 2).

City Responsibilities

The City will be responsible for:

- Providing requested data on a timely basis, including timely response to any questions or clarifications regarding the provided data.
- Reviewing draft study results on a timely basis.
- Scheduling appropriate meeting(s) with the City Council and others.

Fee Proposal

The cost to provide the above-listed Scope of Services will be a lump sum fee of \$16,000. Billing is based on the following schedule:

- \$3,000 to be invoiced upon completion of the data collection
- \$7,000 to be invoiced upon completion and transmittal of the draft report
- \$3,000 to be invoiced upon review of draft report with City staff
- \$1,500 to be invoiced upon presentation of the final report to the City Council
- \$1,500 to be invoiced upon submittal of the final report, including all workpapers

Quarterly Operational Review

JKEC will review operating expenses, non-retail revenues, major customer changes, and projected operating results on a quarterly basis and compare to the projected operating results from the Cost of Service study. The first review will be completed for the first fiscal quarter of 2023 (quarter ending December 31, 2022). JKEC will work with staff to prepare a format for the report, which will include comparison tables and a brief narrative highlighting particular findings.

JKEC will work with the Utility to determine the timing for completing these studies, based on availability of financial and operating data. In general, JKEC will complete the quarterly analysis within two weeks of receipt of all necessary data.

The cost of the initial quarterly review will be \$1,500 and each subsequent quarterly review will be \$750. Either party may terminate the quarterly review by providing at least 30 days written notice prior to the end of a fiscal quarter.

Study Update

If the City would like an update to the study within three years of the initial study, the lump sum fee for the update is \$5,000. Operating expenses, non-retail revenues, major customer changes, and projected operating results would be reviewed. A new rate ordinance would be provided, if necessary. This fee does not include a visit to present the new rates to the City Council. If a presentation of the study update is requested, the fixed fee for the presentation would be \$750. A request for a study update must be made in writing no later than August 1, 2025.

Mr. M. Layne Groseth
November 11, 2021
Page 6

Other Information

Any services not included in the above-listed Scope of Services or Quarterly Updates will only be provided upon written agreement by the City and JKEC. Such services will be billed at JKEC's standard billing rate schedule (see Attachment 2)

All invoices will be transmitted electronically via email and are due upon receipt. Interest accrues on unpaid balances after 30 days at a rate of 1% per month.

JKEC appreciates the opportunity to provide this proposal to the City and the Utility. If it is acceptable, please print, sign, and return to JKEC (via email is acceptable).

Sincerely yours,



John A. Krajewski
JK Energy Consulting, LLC

JAK/kam

Attachments

ACCEPTED BY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 1 - RESUME FOR JOHN A. KRAJEWSKI, P.E.

Summary of Qualifications

Mr. Krajewski is a registered professional engineer with 29 years of experience in the electric utility industry, working for a joint action agency and two consulting firms. His areas of expertise include power supply resource planning, transmission access, regulatory affairs, wholesale and retail rate design, and distribution system planning. As an employee of the NMPP/MEAN, Mr. Krajewski developed the Cost of Service / Rate Design Study service. For over 20 years, he has prepared over 65 cost of service and rate design studies for municipal utilities and public power districts. He has also prepared over 30 power supply resource planning studies.

Some of his major accomplishments include:

- Project Manager for Nebraska's first utility scale wind farm, the Municipal Energy Agency of Nebraska (MEAN) Wind Farm in Kimball, consisting of seven 1.5 MW wind turbine generators and completed in 2002.
- Responsible for resource planning, operating budget preparation, wholesale rate design, and long-term financial and rate projections for MEAN from 2000 through 2008. Annual operating revenues for MEAN exceeded \$100 million in 2008.
- Prepared Integrated Resource Plans, resource plans, and power supply contract negotiations for utilities in eight states.
- Testified before the Federal Energy Regulatory Commission, Nebraska Power Review Board, Kansas Corporation Commission, and Hawaii Public Utilities Commission on various issues related to transmission access, application for construction of new power supply resources and retail rate issues.
- Experience in requesting transmission service, reviewing interconnection studies, and integrating new generation resources into the regional transmission system.

Work History

1992-1996	Power Supply Engineer – Municipal Energy Agency of Nebraska (MEAN)
1996-2000	Consulting Engineer – Sawvel and Associates, Inc.
2000-2008	Manager of Planning and Engineering – MEAN / NMPP Energy
2008-2009	Project Manager – JEO Consulting Group, Inc.
2009-Present	President – JK Energy Consulting, LLC

Education

Bachelor of Science, Mechanical Engineering, 1992
University of Nebraska – Lincoln

Industry Organizations / Committees

- American Public Power Association – Individual Associate Member
- Colorado Association of Municipal Utilities – Affiliated Member
- National / Nebraska Society of Professional Engineers
- Mid-Continent Area Power Pool – Design Review Subcommittee, 2002-2008
- Midwest Reliability Organization – Reliability Assessment Committee, 2005-2008
- Nebraska Sub-regional Transmission Planning Group, 2000-2008
- Nebraska Power Association – Joint Planning Subcommittee, 2000-2008
- Southwest Power Pool – Cost Allocation Working Group – Nebraska representative, March 2011-present

Professional Registrations

- Professional Engineer, Year of Original Registration, License Number
 - Kansas, 1999, License #15833
 - Nebraska, 2000, License #9992
 - Iowa, 2008, License #19210

ATTACHMENT 2 - STANDARD BILLING RATE SCHEDULE

The following rate schedule will be used to determine monthly billings, unless an alternative fixed-fee or other billing arrangement is specified. It will also be used to determine charges for additional services requested but not included in the agreed-upon Scope of Services.

<u>Billable Item</u>	<u>Billing Rate</u>
John A. Krajewski, P.E.	\$137.00 per hour
Administrative staff	\$55.00 per hour
Mileage	IRS standard rate for business use 2021: \$0.56/mile
Lodging, meals, other travel	Actual cost, without markup
Copies, faxes, postage, phone, other office overheads	Included in hourly billing rate
Outside professional services	Actual cost

CITY COUNCIL AGENDA

ITEM NO. 10



CITY OF NORTH PLATTE STAFF SUMMARY REPORT

December 7, 2021

AGENDA ITEM TITLE: Roof Design Consultant, Matthew Kibbon, City Administrator

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

During a significant rainfall event this past spring the roof on City Hall showed several vulnerabilities, including both interior and external leaks. As a result, administration contacted a design firm specializing in PVC roof design and requested a quote for their services.

Administration is seeking council approval enter into contract with Arete Design Group to prepare design documents and an estimate for replacing the roof.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- None

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to the North Platte Code of Ordinances §34.42, a City Council majority vote is required to enter into contract.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Authorize the Mayor to execute the agreement for services between the City of North Platte and Arete Design Group.

PROPOSED MOTION:

"I move to authorize the Mayor to execute the agreement for services between the City of North Platte and Arete Design Group."

ADMINISTRATION'S RECOMMENDATION:

City Administrator recommends approval.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF NORTH PLATTE, NEBRASKA
AND
ARETE DESIGN GROUP

1. **Parties.** This Agreement is made and entered into by and between the City of North Platte, Nebraska (hereinafter "City") and Arete Design Group (hereinafter "Consultant/Contractor"), whose address is: 45 E. Loucks Street, Suite 301, Sheridan, Wyoming 82801
2. **Purpose.** The City, in the exercise of its lawful duties, has determined that the services of Consultant/Contractor are necessary to the performance of its duties as the City of North Platte. The City has concluded that either its personnel are not available to perform said function, or it would not be feasible to utilize its personnel to perform said function.
3. **Term.** This Agreement shall commence upon December 1, 2021 and shall remain in full force and effect until December 1, 2022.
4. **Termination.** The City can terminate this agreement without cause, upon ten (10) days prior written notice. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the City, except in the case of a material breach by Consultant/Contractor the City shall pay all cost accrued by the Consultant/Contractor as of the date of termination. In the event of termination, all work product prepared by the Consultant/Contractor shall be immediately surrendered to the City.
5. **Payment.** The City of North Platte agrees to pay \$17,380.00 for the services described in Exhibit A. Payment shall be made when services are complete and upon receipt of an approved invoice.
6. **Reporting.** Consultant/Contractor shall report to and keep City Administration informed of the progress of the work.
7. **Services.** Consultant/Contractor will perform the services described in the attached Exhibit A, which is incorporated herein.
8. **Ownership of Work Product.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Agreement, shall be the sole property of City.

9. **Ownership of Documents.** Drawings, photographs, electronic files, reports or other work product as instruments of service are, and shall remain the property of City whether the Project for which they are made is executed or not. However, with the consent of City, Consultant may utilize any drawings, photographs, reports or other work product not deemed to be confidential by City in professional presentations and marketing efforts. Notwithstanding, Consultant or anyone acting under the supervision of Consultant shall not use City's name, insignia, photographs of the Work, or any other publicity pertaining to the Project in any magazine, trade paper, newspaper or other medium without express written consent of City.

10. **Title to Data.** All materials, documents, data or information obtained from City data files or any City medium furnished to Consultant in the performance of this Agreement, will at all times remain the property of City. Such data or information may not be used or copied for direct or indirect use by Consultant after completion or termination of this Agreement without the express written consent of City. All materials, documents, data or information, including copies furnished by City and loaned to Consultant for his temporary use, must be returned to City at the end of the Agreement period unless otherwise agreed to by City.

11. General Provisions

A. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. **Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The City is committed to equal opportunity for all persons in all facets of the City's operations and is an Equal Opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The City ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employ.

C. **Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

- D. Availability of Funds.** Payment by the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the City at the end of the period for which the funds are available. The City shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall be not be construed to permit the City to terminate this Agreement to acquire similar services from another party.
- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Governmental Claims.** Any actions or claims against the City under this Agreement must be in accordance with and are controlled by the Political Subdivisions Tort Claims Act, Neb. Rev. Stat. 13-901 et seq. (1969) as amended.
- G. Indemnification.** Consultant/Contractor agrees to defend, indemnify and hold harmless the City and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.
- H. Unforeseen Circumstances.** Consultant/Contractor shall not be liable to the City for failure by Consultant/Contractor to adequately or properly perform the terms of this Agreement if such failure is caused by Adverse weather conditions, Acts of God, or other unforeseen circumstances whether of the class of causes herein enumerated or not.
- I. Independent Consultant/Contractor.** Consultant/Contractor is acting as an independent contractor. This Agreement does not commit the City to the role of employer. The City is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Consultant/Contractor.
- J. Insurance.** Consultant/Contractor shall carry liability insurance including property damage and bodily injury with minimum limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate. If Consultant/Contractor will use automobiles in performance of the Agreement, Consultant/Contractor must carry automobile liability insurance covering all owned, non-owned and

hired autos with minimum limits of \$500,000 combined single limit. Consultant/Contractor must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Nebraska. Policies other than workers' compensation and employer's liability must name the City, its trustees, officers, and employees as additional insureds. Certificates must be on file with the City of North Platte, City Clerk prior to any work and must be kept current throughout the term of the Agreement.

K. Interpretation. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Nebraska. The courts of the State of Nebraska shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Lincoln County, Nebraska.

L. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as Fed EX, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To City of North Platte:

Hahndg@ci.north-platte.ne.us

308-535-6724 Ext. 3243

To Consultant/Contractor:

daleb@aretedesign.group

307-675-2231

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to: Terrance O. Waite, P.O. Box 38, North Platte Ne, 69103

M. Prior Approval. This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the City Attorney.

N. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

- O. Sovereign Immunity.** The City does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- P. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- Q. Legal Authority.** Each party to this Agreement warrants that it possess the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.



45 E. LOUCKS STREET, SUITE 301
SHERIDAN, WY 82801
(307) 672-8270
info@aretedesign.group
www.aretedesign.group

March 17, 2021

Mr. Dave Hahn – Building Official
City of North Platte
211 West 3rd Street
North Platte, NE 69101

RE: North Platte City Hall Reroof

Mr. Hahn:

Thank you for the opportunity to assist you and the City of North Platte with architectural design and construction administration services for the reroof of the City Hall building at 211 West 3rd Street in North Platte.

SCOPE OF PROJECT

The project includes 3 areas of roof at the existing City Hall Building (211 West 3rd St.), shown as Base Bid, Alternate No. 1, and Alternate No. 2 on the attached aerial photo of the roof. It is our understanding that a portion of the existing roof is a built-up roof (BUR) assembly (Base Bid and Alternate No. 2 Portions) and a portion is a single ply membrane (Alternate No. 1). These roof areas will be removed entirely and replaced with a Code compliant roof assembly using a single-ply thermoplastic membrane. We will review several different roofing products and assemblies with the City to determine the best fit for longevity, warranty, and budget.

SCOPE OF AE SERVICES

Arete Design Group (ADG) will:

- Provide on-site field verification / measuring / roof cores as needed at various locations to assist us with assembling construction bidding documents.
- Review replacement materials and assemblies.
- Provide planning level cost estimating for the removal and replacement of the roofing.
- Assemble plans and specifications for solicitation of bids in a public bid opening.
- Bidding oversight services including:
 - Conduct a virtual Pre-Bid Meeting.
 - Attend the Bid Opening virtually.
 - Review bids and provide a recommendation to the City of North Platte.
- Construction Administration services including:
 - Attend Pre-Construction Meeting – this meeting could be done virtually or in conjunction with ADG’s first inspection trip at the beginning of construction.
 - Submittal reviews for all installed products.

- Address construction related issues as needed throughout the construction period.
- Substantial Completion inspection walk-through / punchlist.
- Assist with Project Closeout Including confirmation of warranties, record drawings and completion of punchlist items.

EXCLUSIONS

Arete Design Group has not included any services for testing for Hazardous Materials. We recommend that the City test the roofing materials for asbestos containing materials if that has not been done already.

PROPOSED SCHEDULE

Design:

- Project Startup – Week of April 5, 2021.
- Construction Documents – April 12 through April 30, 2021

Bidding:

- Advertise and release documents – May 3, 2021
- Pre-Bid Meeting – May 11, 2021
- Bid Date – May 20, 2021
- Award of Contract – June 1, 2021

Construction:

- Construction Start - June 7, 2021
- Substantial Completion – July 7, 2021
- Project Closeout – July 30, 2021.

FEES

We propose the following Fixed Fees:

• Investigation/Preliminary Design	-	\$ 3,150.00
• Construction Documents	-	\$ 5,400.00
• Bidding	-	\$ 1,980.00
• Construction Administration	-	\$ 6,250.00
• <u>Project Closeout</u>	-	<u>\$ 600.00</u>
TOTAL	-	\$17,380.00

Reimbursable expenses are not included in the fees above and will be billed in addition to the fees above and are estimated at \$4,000.00.

Scope includes 3 trips from Sheridan, WY to North Platte, NE. Travel costs per trip are estimated at \$1,200.00 per trip.

Thanks again for this opportunity. If you need anything else or need additional information, please contact me at your convenience!

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Buckingham". The signature is fluid and cursive, with the first name "Dale" being more prominent than the last name "Buckingham".

Dale Buckingham – AIA, President
ARETE DESIGN GROUP

Attachments:

- Aerial Roof Plan
- Arete Design Group – FEE Schedule





FEE SCHEDULE: 1/1/2021

Standard Hourly Rates

Principal	\$145.00 per hour
Associate Principal	\$125.00 per hour
Project Manager	\$105.00 per hour
Architect I	\$100.00 per hour
Architectural Technician III	\$110.00 per hour
Architectural Technician I	\$ 95.00 per hour
Intern Architectural Technician	\$ 60.00 per hour
CADD Technician II	\$ 65.00 per hour
Clerical II	\$ 55.00 per hour
CADD Intern	\$ 35.00 per hour

Reimbursable expenses:

All Reimbursable expenses will be charged at cost plus 10 percent unless noted otherwise, including:

Materials / Supplies	Postage/Freight/UPS/FedEx
Special Equipment Rentals	Lodging / Subsistence
Sub-consultants	

Printing, copying and mileage will be charged at the following rates:

Photocopies:	8 ½ x 11	\$0.15
	8 ½ x 14	\$0.20
	11 x 17	\$0.50
Large format plots:	24x36 plots	\$5.00
	30x42 plots	\$7.50
Printing:	24 x36 prints	\$4.00
	30 x 42 prints	\$6.00
	Copies for specs	\$0.10 / sheet
Travel:	Mileage	\$0.58 / mile

CITY COUNCIL AGENDA

ITEM NO. 11



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Paving District No. 835 (Approve Bid), Burkland, City Engineer

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Approve bid in the amount of \$1,484,565.03 and authorize Mayor to sign contract for Street Improvement District No. 329 with Paulsen, Inc. of Cozad, Nebraska.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- December 17, 2019 - Council approved the First Reading for Ordinance No. 4022 to create Street Improvement District No. 329.
- January 7, 2020 - Council approved the Second Reading.
- January 21, 2020 – Council approved Third Reading.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Approve bid to Paulsen, Inc. in the amount of \$1,484,565.03. Two bidders for this district and Paulsen, Inc. was the lowest bid for Street Improvement District No. 329. Create Street Improvement District No. 329 in Lakeview Boulevard from the intersection of West A Street to the intersection of West Front Street.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Approve bid and authorize Mayor to sign contract for Street Improvement District No. 329.

PROPOSED MOTION:

“I move to approve the bid and authorize Mayor to sign contract for Street Improvement District No. 329 as presented in Council Materials.”

ADMINISTRATION’S RECOMMENDATION:

Administrator recommends approval.

BID TABULATION			BIDDER:	Paulsen, Inc.		Steele's Roofing & Construction		
PROJECT: SID 329 Lakeview Blvd Paving				P.O. Box 17		P.O. Box 1284		
Contract				Cozad, NE	69130	North Platte, NE	69103	
LETTING DATE: November 23, 2021 11:00 AM								
Item	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	
1	REMOVE ASPHALT	SY	6183	\$ 11.00	\$ 68,013.00	\$ 8.80	\$ 54,410.40	
2	REMOVE CONCRETE	SY	3212.4	\$ 8.50	\$ 27,305.40	\$ 8.80	\$ 28,269.12	
3	REMOVE 48" CMP	LF	71	\$ 26.00	\$ 1,846.00	\$ 22.00	\$ 1,562.00	
4	REMOVE 24" CMP	LF	59.9	\$ 20.00	\$ 1,198.00	\$ 22.00	\$ 1,317.80	
5	REMOVE 15" CMP	LF	43	\$ 20.00	\$ 860.00	\$ 22.00	\$ 946.00	
6	REMOVE 30" SIPHON AND SALVAGE	LF	258.7	\$ 32.00	\$ 8,278.40	\$ 22.00	\$ 5,691.40	
7	REMOVE IRRIGATION STRUCTURE	EA	4	\$ 620.00	\$ 2,480.00	\$ 825.00	\$ 3,300.00	
8	REMOVE GRATED INLET	EA	1	\$ 620.00	\$ 620.00	\$ 825.00	\$ 825.00	
9	REMOVE GRATED INLET & BOX	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 825.00	\$ 825.00	
10	REMOVE FENCE	LF	357.2	\$ 3.00	\$ 1,071.60	\$ 15.00	\$ 5,358.00	
11	REMOVE SIGN & SIGN BASE	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	
12	FILL IN IRRIGATION DITCH	CY	505.5	\$ 15.00	\$ 7,582.50	\$ 5.50	\$ 2,780.25	
13	TEMPORARY ROAD 24' W	CY	160	\$ 17.00	\$ 2,720.00	\$ 13.75	\$ 2,200.00	
14	TEMPORARY SURFACING	TON	136	\$ 42.00	\$ 5,712.00	\$ 33.00	\$ 4,488.00	
15	EXCAVATION	CY	4412.4	\$ 12.00	\$ 52,948.80	\$ 8.25	\$ 36,402.30	
16	LEVEL IRRIGATION DITCH	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 3,850.00	\$ 3,850.00	
17	BUILD 42" ELLIPTICAL RCP	LF	82	\$ 200.00	\$ 16,400.00	\$ 291.50	\$ 23,903.00	
18	BUILD 36" ELLIPTICAL RCP	LF	55.8	\$ 175.00	\$ 9,765.00	\$ 231.00	\$ 12,889.80	
19	BUILD 36" RCP	LF	62.2	\$ 150.00	\$ 9,330.00	\$ 209.00	\$ 12,999.80	
20	BUILD 24" ELLIPTICAL RCP	LF	195.1	\$ 100.00	\$ 19,510.00	\$ 159.50	\$ 31,118.45	
21	BUILD 24" CMP	LF	7	\$ 110.00	\$ 770.00	\$ 275.00	\$ 1,925.00	
22	BUILD CONCRETE COLLAR	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 825.00	\$ 825.00	
23	BUILD IRRIGATION STRUCTURE	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	
24	BUILD MANHOLE STANDARD 130	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 9,000.00	\$ 18,000.00	
25	ADJUST CATCH BASIN	EA	2	\$ 375.00	\$ 750.00	\$ 2,500.00	\$ 5,000.00	
26	BUILD CATCH BASIN	EA	6	\$ 8,000.00	\$ 48,000.00	\$ 6,200.00	\$ 37,200.00	
27	BUILD GRATED INLET	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,200.00	\$ 6,200.00	
28	BUILD NEW 2'X2' ADS GRATED INLET	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,750.00	\$ 2,750.00	
29	TAP STRUCTURE	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,320.00	\$ 1,320.00	
30	DEETER 1052 RING & COVER	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,700.00	\$ 3,400.00	
31	SUBGRADE PREPERATION	SY	15077.3	\$ 3.00	\$ 45,231.90	\$ 4.20	\$ 63,324.66	
32	8" CONCRETE PAVING	SY	13460.9	\$ 57.70	\$ 776,693.93	\$ 69.00	\$ 928,802.10	
33	8" COLORED CONCRETE PAVING	SY	84.7	\$ 112.00	\$ 9,486.40	\$ 80.00	\$ 6,776.00	
34	6" CONCRETE DRIVEWAY	SY	359	\$ 48.00	\$ 17,232.00	\$ 65.00	\$ 23,335.00	
35	6" CONCRETE SIDEWALK	SY	3083.1	\$ 65.00	\$ 200,401.50	\$ 65.00	\$ 200,401.50	
36	ADA RAMP	SY	163.5	\$ 63.00	\$ 9,670.50	\$ 100.00	\$ 15,350.00	
37	DETECTABLE WARNING PANEL	SF	264	\$ 32.00	\$ 8,448.00	\$ 60.00	\$ 13,200.00	
38	1"X8" EXPANSION WITH SMOOTH DOWELS	LF	174	\$ 14.00	\$ 2,436.00	\$ 12.00	\$ 2,088.00	
39	2"X8" EXPANSION WITH SMOOTH DOWELS	LF	124.1	\$ 16.00	\$ 1,985.60	\$ 15.00	\$ 1,861.50	
40	1"X6" EXPANSION	LF	141.7	\$ 5.00	\$ 708.50	\$ 5.00	\$ 708.50	
41	ADJUST MANHOLE	EA	11	\$ 500.00	\$ 5,500.00	\$ 1,200.00	\$ 13,200.00	
42	ADJUST WATER VALVE	11	1	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	
43	LAWN SEEDING	AC	1.1	\$ 5,500.00	\$ 6,050.00	\$ 12,200.00	\$ 13,420.00	
44	TYPE "B" SEEDING	AC	2.2	\$ 3,500.00	\$ 7,700.00	\$ 12,200.00	\$ 26,840.00	
45	INLET PROTECTION	EA	13	\$ 420.00	\$ 5,460.00	\$ 500.00	\$ 6,500.00	
46	TRAFFIC CONTROL	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 35,750.00	\$ 35,750.00	
47	42" ELLIPTICAL RCP FLARED END SECTION	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 3,245.00	\$ 3,245.00	
				Total Base Bid	\$ 1,484,565.03	Total Base Bid	\$ 1,697,758.58	

CITY COUNCIL AGENDA

ITEM NO. 12



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: City Maintenance Agreement No. 20 with NDOR, Burklund, City Engineer

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

This is an annual agreement between the City of North Platte and the Nebraska Department of Roads. The State's responsibility for surface maintenance within the city limits of North Platte include 25.78 lane miles. The State agrees to pay to the City of North Platte the sum of \$2,100.00 per lane mile for the surface maintenance on those lanes. (25.78 lane miles x \$2,100.00 per lane mile = \$54,138.00)

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

December 1, 2020 – Council accepted and authorized Mayor to sign renewal of the City Maintenance Agreement No. 20 with the Nebraska Department of Roads.

WHY THIS ITEM IS BEFORE THE COUNCIL:

This is an annual agreement between the City of North Platte and the Nebraska Department of Roads and needs to be accepted by Council and authorized to have the Mayor sign the renewal in order to be paid by the Nebraska Department of Roads for the maintenance of said lane miles.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Accept and authorize Mayor to sign renewal of the City Maintenance Agreement No. 20.

PROPOSED MOTION:

"I move to have the Council accept and authorize the Mayor to sign renewal of the City Maintenance Agreement No. 20 with the Nebraska Department of Roads."

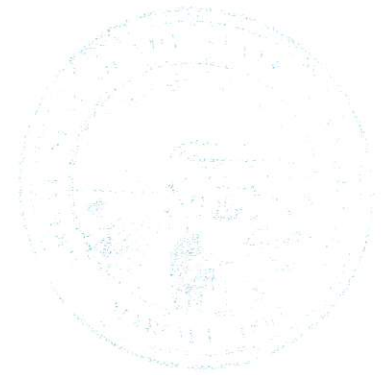
ADMINISTRATION'S RECOMMENDATION:

Administrator recommends approval.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Pete Ricketts Governor

November 8, 2021

Brent Burklund, P.E.
City Engineer
City of North Platte
211 West 3rd Street
North Platte, NE 69101

RE: 2022 North Platte City Maintenance Agreement No. 20

Dear Brent:

I have enclosed duplicate copies of the City Maintenance Agreement No. 20 between the City of North Platte and the Nebraska Department of Transportation for the period January 1, 2022 through December 31, 2022. Please have the proper City officials sign and return the Agreements to me for further processing within the Department.

A copy of the fully executed Agreement will be returned to your office for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "RK/ks".

Roger Klasna
District Operations and Maintenance Manager

RK/ks

Enclosures

cc: Pam Garrett

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of North Platte
Municipal Extensions in North Platte



AGREEMENT

THIS AGREEMENT, made and entered into by and between North Platte hereinafter referred to as the "City"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties, and incorporated municipalities in the establishment of uniform standards of design, construction, operation, and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above-mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain

Maintenance Agreement Between
the Nebraska Department of Transportation
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Municipal Extensions in North Platte

the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above-mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above-mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of North Platte
Municipal Extensions in North Platte

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state-owned utility facilities that occupy Nebraska Department of Transportation right-of-way. The above-mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above-mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of North Platte
Municipal Extensions in North Platte

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Attachment "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials, and supplies used or furnished by the State in the performance of the work on the above-mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Attachment "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials, and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of North Platte
Municipal Extensions in North Platte

paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of North Platte
Municipal Extensions in North Platte

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2022, except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2021.

ATTEST:

CITY OF NORTH PLATTE

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2021 .

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

City Maintenance Agreement

Attachment B

City of: North Platte

Date: 1/1/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 25.78 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 25.78 lane miles x \$2,100.00 per lane mile = \$54,138.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Attachment "C"

City of North Platte

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105
2006

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
W. City Limit to Buffalo Bill Avenue	30	175.06	175.58	0.52	24'-38'	2	1.04	1.04	
Buffalo Bill Avenue to US 83	30	175.58	177.19	1.61	48'-66'	4	6.44	3.22	3.22
US 83 to E. City Limits (Roosevelt Avenue)	30	177.19	178.43	1.24	48'-66'	4	4.96	2.48	2.48
(S-56B) S. City Limit to N. Ramp I-80	83	80.03	81.65	1.62	48'	4	6.48	6.48	
N. Ramp I-80- To Jeffers St. (End N.)	83	81.65	83.10	1.45	24'-36'	2-3	4.35	2.90	1.45
To N. Jct. US 30	83	83.10	84.00	0.90	64'	4	3.60	3.60	
To N. City Limits	83	84.00	84.52	0.52	48'-68'	4	2.08	2.08	
Begin State Maintenance (Newberry) to Jct. Conn. Link L-56G with US 30	L-56G	0.00	1.99	1.99	24'	2	3.98	3.98	
Total Lane Miles				9.85			32.93	25.78	7.15

CITY COUNCIL AGENDA

ITEM NO. 13



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
December 7, 2021**

AGENDA ITEM TITLE: Ward Boundary Changes, Judy Clark, Planning Administrator

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

According to Nebraska State Statute §32-533 (2) The governing board of each such political subdivision shall be responsible for drawing its own district boundaries and shall, as nearly as possible, follow the precinct lines created by the election commissioner or county clerk after each federal decennial census..." Ward boundary lines are required to be substantially equal in population as determined by the most recent federal decennial census.

Following the above guidelines, attached is copy of the City of North Platte, NE 2021 City Council Wards Proposal #1 along with proposed Ordinance No. 4078 changing the Ward Boundaries pursuant to Nebraska State Statute §32-533.

Suggested changes are minimal. Each ward is within the allowable 5% difference in population. The target is to have each ward with a population of approximately 5,848.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- November 2, 2021 – City Council heard information regarding proposed Ward Boundary changes with no action taken.
- November 16, 2021 – City Council adopted Ordinance No. 4078 regarding Ward Boundary changes on first reading.

WHY THIS ITEM IS BEFORE THE COUNCIL:

North Platte City Code of Ordinances §156.001 requires map boundary changes be approved by the City Council and Nebraska State Statute §32-533 requires the governing board of each political subdivision to draw its own district boundaries after each federal decennial census.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Hold public hearing and take action on Ordinance No. 4078 regarding Ward Boundary changes pursuant to Nebraska State Statute §32-533.

PROPOSED MOTION:

If council decides to waive the three readings, two motions are required:

"I move to waive the remaining required readings on Ordinance No. 4078."

and

“I move to adopt Ordinance No. 4078 regarding Ward Boundary changes pursuant to Nebraska State Statute §32-533.”

If council decides to go through all three readings:

“I move to adopt Ordinance No. 4078 regarding Ward Boundary changes pursuant to Nebraska State Statute §32-533 on second reading.”

ADMINISTRATION’S RECOMMENDATION:

City Administrator recommends approval.

ORDINANCE NO. 4078

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH PLATTE, LINCOLN COUNTY, NEBRASKA AMENDING EXISTING WARD BOUNDARIES IN THE CITY OF NORTH PLATTE, NEBRASKA REFLECTING POPULATION CHANGES AS REPORTED IN THE OFFICIAL 2020 U.S. CENSUS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION IN PAMPHLET FORM.

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

Section 1. That due to population changes as reported in the official 2020 U.S. Census, the following ward boundaries are approved and adopted:

Ward 1 in the city of North Platte is bounded by a line described as follows:

beginning at the place where E State Farm Rd meets city limits,
thence northerly along city limits,
thence easterly along city limits to Victoria Ln,
thence northerly along Victoria Ln to E Walker Rd,
thence easterly along city limit,
thence southerly along city limit,
thence easterly along city limit,
thence southerly along said city limit to E State Farm Rd,
thence easterly along said E State Farm Road to Newberry Access Rd,
thence northerly along said Newberry Access Road to city limit,
thence easterly along said city limit to Hidden Lakes Rd,
thence northerly along said Hidden Lakes Road to Local Neighborhood Road,
thence northerly along said Local Neighborhood Road, to city limit,
thence northerly along said city limit,
thence easterly along city limit,
thence north-westerly along said city limit,
thence north and westerly along said city limits to E 4th St,
thence westerly along said E 4th Street to city limit,
thence northerly along said city limit to N Bicentennial Ave,
thence northerly along said N Bicentennial Avenue to E 6th St,
thence westerly along said E 6th Street to city limit,
thence southerly along said city limit to E 5th St,
thence westerly along said E 5th Street to city limit,
thence northerly along said city limit to E 6th St,
thence westerly along said E 6th St to Roosevelt Ave,
thence northerly along Roosevelt Ave to E Front St,
thence westerly along said E Front Street to Silber Ave,
thence southerly along said Silber Avenue to E 3rd St,
thence westerly along said E 3rd Street to N Cottonwood St,

thence southerly along said N Cottonwood Street to S Cottonwood St,
thence southerly along said S Cottonwood Street to E D St,
thence westerly along said E D Street to S Jeffers St,
thence northerly along said Jeffers Street to W B St,
thence westerly along said W B Street to S Willow St,
thence southerly along said S Willow Street to W Leota St,
thence easterly along said W Leota Street to S Jeffers St,
thence southerly along said S Jeffers Street to Perennial Shoreline,
thence westerly along said Perennial Shoreline to city limit,
thence southerly along said city limit to State Patrol Rd,
thence westerly along said State Patrol Road to city limit,
thence southerly along said city limit,
thence westerly along said city limit to Echo Dr,
thence southerly along said Echo Drive to city limit,
thence easterly along said city limit to Robin Ln,
thence easterly along said Robin Lane to city limit,
thence northerly along said city limit to S Willow St,
thence southerly along said S Willow Street city limit,
thence westerly along said city limit,
thence southerly along said city limit,
thence easterly along said city limit,
thence southerly along said city limit to W State Farm Rd,
thence easterly along said W State Farm Farm Road to city limit,
thence northerly along said city limit,
thence easterly along said city limit,
thence southerly along said city limit to W State Farm Rd;
thence easterly along said W State Farm Road to E State Farm Rd,
thence easterly along said E State Farm Road to the point of beginning.
(Ward 1 includes parcel 5575000 at 1003 E State Farm Road)

Ward 2 in the city of North Platte is bounded by a line described as follows:

beginning at the place where W A St meets S Carr Ave,
thence southerly along said S Carr Avenue to W B St,
thence easterly along said W B Street to S Reynolds Ave,
thence southerly along said Reynolds Avenue to W D St,
thence easterly along said W D Street to S Willow St,
thence southerly along said S Willow Street to W Leota St,
thence easterly along said W Leota Street to S Jeffers St,
thence southerly along said Street to Perennial Shoreline,
thence westerly along said Perennial Shoreline to S Platte River,
thence westerly along said S Platte River to city limit (being the west end of city limits),
thence northerly along said city limits to West A St,
thence easterly along W A St approximately 580 feet and along city limits,
thence northerly along existing city limits,
thence easterly along existing city limits to Lakeview Blvd,

thence southerly along Lakeview Blvd to W A St,
thence easterly along said W A Street to the point of beginning.

Ward 3 in the city of North Platte is bounded by a line described as follows:

beginning at the place where W Front St (TLID:151251167) meets city limit,
thence southerly along said nonvisible city limit to W A St,
thence easterly along said W A Street to S Carr Ave,
thence southerly along said S Carr Avenue to W B St,
thence easterly along said W B Street to S Reynolds Ave,
thence southerly along said S Reynolds Avenue to W D St,
thence easterly along said W D Street to S Willow St,
thence northerly along said W D Street to W B St,
thence easterly along said B Street to S Jeffers St,
thence southerly along said S Jeffers Street to E D St,
thence easterly along said E D Street to S Cottonwood St,
thence northerly along said S Cottonwood Street to N Cottonwood St,
thence northerly along said N Cottonwood Street to E 3rd St,
thence easterly along said E 3rd Street to Silber Ave,
thence northerly along said Silber Avenue to E Front St,
thence westerly along said E Front Street to N Poplar St,
thence southerly along said N Poplar Street to E 5th St,
thence westerly along said E 5th Street to W 5th St,
thence westerly along said W 5th Street to N Carr Ave,
thence northerly along said N Carr Avenue to W Front St,
thence westerly along said W Front Street to Buffalo Bill Ave,
thence northerly along Buffalo Bill Ave (approx. 200 feet),
thence westerly to the existing city limits,
thence southerly along existing city limits to Front St,
thence westerly along W Front Street to existing city limits,
thence southerly along existing city limits to W 6th St,
thence westerly along W 6th Street to Bare Ave,
thence southerly along Bare Ave to W 4th St,
thence westerly along existing city limits to Lakeview Blvd to the point of beginning.

Ward 4 in the city of North Platte is bounded by a line described as follows:

beginning at the place where North Platte River meets Perennial Shoreline,
thence easterly along northern city limits to where it meets N Jeffers Rd,
thence easterly along the city limits to where it meets N Roosevelt Ave,
thence southerly along said N Roosevelt Avenue to Union Pacific RR,
thence westerly along said Union Pacific Railroad to E Front St,
thence westerly along said E Front Street to N Poplar St,
thence southerly along said N Poplar Street to E 5th St,
thence westerly along said E 5th Street to W 5th St,
thence westerly along said W 5th Street to N Carr Ave,

thence northerly along N Carr Ave to W Front St,
thence westerly along W Front St to Buffalo Bill Ave,
thence northerly approximately 200 feet along Buffalo Bill Ave,
thence westerly to the existing city limits,
thence northerly along existing city limits to W 9th St,
thence easterly along said W 9th Street to N Dodge Ave,
thence northerly along said N Dodge Avenue to Rodeo Rd,
thence westerly along said Rodeo Road to city limit,
thence northerly along city limits,
thence easterly along city limits to N Dodge Ave,
thence northerly along said N Dodge Avenue to W 16th St,
thence westerly along said W 16th Street to N Webster Ave,
thence northerly along said N Webster Avenue to city limit,
thence easterly along said city limit,
thence northerly along said city limit,
thence easterly along said city limit,
thence northerly along said city limit to Scouts Rest Ranch Rd,
thence easterly along Scouts Rest Ranch Rd,
thence northerly along said city limit,
thence southeasterly along said city limit to N Buffalo Bill Ave,
thence southerly along N Buffalo Bill Ave to W 19th St,
thence easterly along said city limit,
thence southerly along said city limit to W 18th St,
thence easterly along said W 18th Street to N Hayes Ave,
thence northerly along said N Hayes Avenue to city limit,
thence easterly along said city limit,
thence northerly along said city limit,
thence easterly along said city limit to Darlene Rd,
thence southerly along said city limit to Red Fox Ln,
thence westerly along said city limit,
thence southerly and easterly along said city limits,
thence southerly along said city limit to W 19th St,
thence easterly along said W 19th Street to city limit,
thence easterly along said nonvisible city limit,
thence northerly along said city limit to North Platte River,
thence easterly along said N Platte River to the point of beginning.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

.PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

ATTEST:

City Clerk

Mayor

(SEAL)

CITY COUNCIL AGENDA

ITEM NO. 14



CITY OF NORTH PLATTE STAFF SUMMARY REPORT December 7, 2021

AGENDA ITEM TITLE: City of North Platte Redevelopment Plan for Sustainable Beef, LLC, Judy Clark, Planning Administrator

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Discuss and consider action on Planning Commission's recommendation to approve the City of North Platte Redevelopment Plan for the Sustainable Beef, LLC Redevelopment Project on property described as A tract of land in the Northeast Quarter of the Northeast Quarter and in part of Government Lots 1 and 2, Section 11, Township 13, North, Range 30 West of the 6th P.M., Lincoln County, Nebraska pursuant to Nebraska Community Development Law and passage of appropriate resolution.

The City Planning Commission's responsibility in the Redevelopment process is to take public comment on whether the real estate described is in conformance with the City of North Platte Comprehensive Plan and if the project meets or will meet subdivision and zoning regulations, and is an overall fit for development of the city. The following statements should be considered and confirmed.

- This property as presented is located in an area that has been declared blighted and substandard.
- The property is in conformance with the current City of North Platte Comprehensive Plan
- The project meets or will meet subdivision and zoning regulations.
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region.

In September 2020, the North Platte City Council approved an amendment to the City of North Platte Comprehensive Plan 2011 Future Land Use Plan Map amending the map from Quasi-Public to Industrial and approved rezoning the property from I-1 Light Industrial to I-2 Heavy Industrial. The area involved in the Sustainable Beef, LLC Redevelopment project was determined to be blighted and substandard in April 2021 by the North Platte City Council.

The principal purpose of a comprehensive plan is to provide basic policies to guide the many activities of the city. It is used to help determine investment priorities and guide public and private development. At the same time, a comprehensive plan must be flexible in order to address changing conditions and respond to new situations that cannot be foreseen at the time of adoption. One goal of the current city Comprehensive Plan is to create a diversified economic base that stimulates local investment and spending, one way of achieving that goal is continuing to build on the prime location of North Platte for manufacturing, logistics and services supporting agri-business.

As presented in the Redevelopment Plan, the redeveloper intends to construct and operate a modern beef processing facility capable of handling 400,000 head annually and direct employment is estimated at 875 full time staff. Th 7 0

proposed project targets the City's Comprehensive Plan goal of creating a more diversified economic base and supports agri-business in the city and entire region.

Planning staff recommends approval of the City of North Platte Redevelopment Plan for Sustainable Beef, LLC Redevelopment Project and passage of the attached resolution. The redevelopment plan is in conformance with the North Platte Nebraska Comprehensive Plan 2011 and meets, or will meet, current City of North Platte Subdivision and Zoning Regulations and the property is located in an area that has been declared blighted and substandard. This area is appropriate for heavy industrial uses by providing direct access to Hwy 30 and I-80 without disrupting residential or commercial areas of the community. An Industrial agricultural development in this location is a good fit for the area and for the growth and development of the City of North Platte and the entire region.

On November 23, 2021, the North Platte Planning Commission unanimously approved a resolution confirming that the City of North Platte Redevelopment Plan for Sustainable Beef, LLC Redevelopment Project is located in an area that has been determined blighted and substandard, it is in conformance with the City of North Platte Comprehensive Plan 2011, the City of North Platte Zoning and Subdivision Regulations and the development of the project to its full potential is in the best interest of the City of North Platte and the entire region. The resolution passed by Planning Commission is attached for your review.

On November 29, 2021, the City of North Platte Community Redevelopment Authority passed a resolution recommending approval of the City of North Platte Redevelopment Plan for the Sustainable Beef, LLC Redevelopment project, approval of the redevelopment project, adoption of a cost benefit analysis and approval of related actions. The resolution passed by the Community Redevelopment Authority is attached for your review.

Additionally, a copy of the City of North Platte Redevelopment Plan for Sustainable Beef, LLC Redevelopment Project along with a proposed Council Resolution is attached.

Administration revised Section III (D)(3) of the Resolution to include all environmental regulations.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- September 2020 - City Council approved an amendment to the City of North Platte Comprehensive Plan 2011 Future Land Use Plan Map amending the map from Quasi-Public to Industrial.
- September 2020 – City Council approved rezoning the property from I-1 Light Industrial to I-2 Heavy Industrial.
- April 2021 – City Council adopted the City of North Platte Redevelopment Area #4, Blight and Substandard Study declaring the project area blighted and substandard.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to the Nebraska Community Development Law, NEB. REV. STAT. 18.2101-18.2123.01, requires council to hold a public hearing for the purpose of receiving comment for final approval of the redevelopment plan.

ACTION REQUIRED AT THIS COUNCIL MEETING:

The City Council's responsibility in the redevelopment process is to take public comment pursuant to the Nebraska Community Development Law and consider City Planning Commission's comments and recommendations regarding the redevelopment plan as presented is located in an area that has been declared blighted and substandard, is in conformance with the current City of North Platte Comprehensive Plan, meets or will meet subdivision and zoning regulations and that development of this property to its full potential is in the best interest of the City of North Platte and the entire region. Additionally, City Council will consider the Community Redevelopment Authority's comments and recommendations regarding the redevelopment plan as it has been submitted and passage of a resolution ensuring conformity of the project pursuant to Nebraska Community Development Law.

PROPOSED MOTION:

"I move to adopt Resolution 2021-2 as presented in council materials and approval of the City of North Platte Redevelopment Plan for Sustainable Beef, LLC Redevelopment Project and approval of related actions."

RESOLUTION NO. 2021-2

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH PLATTE, NEBRASKA, APPROVING THE CITY OF NORTH PLATTE REDEVELOPMENT PLAN FOR THE SUSTAINABLE BEEF, LLC, REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF NORTH PLATTE; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH PLATTE, NEBRASKA:

Recitals:

a. The Mayor and Council of the City of North Platte, Nebraska (the "City"), upon the recommendation of the City Planning Commission (the "Planning Commission"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), has previously declared an area, including an area legally described on the attached Exhibit "A" (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment; and

b. The Community Redevelopment Authority of the City of North Platte (the "Authority") has invited proposals pursuant to and in full compliance with Section 18-2119 of the Act for redevelopment of the Redevelopment Area and has received a proposal from Sustainable Beef, LLC, (the "Redeveloper") in the form of an application and proposed redevelopment plan; and

c. Pursuant to and in furtherance of the Act, the City of North Platte Redevelopment Plan for the Sustainable Beef, LLC, Redevelopment Project (the "**Redevelopment Plan**") has been prepared and submitted to the Authority by the Redeveloper, a copy of which is on file in the office of the North Platte City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Area; and

d. The Authority submitted the Redevelopment Plan to the Planning Commission for its recommendation on the Redevelopment Plan after holding a public hearing in compliance with the provisions of the Act; and

e. The Planning Commission has reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City;

f. The Authority has conducted a cost benefit analysis, pursuant to Section 18-2113 of the Act, of the project set forth in the Redevelopment Plan (the "Redevelopment Project"), reviewed the Redevelopment Plan, and recommended approval of the Redevelopment Plan by the Mayor and Council of the City;

g. The City, in compliance with all public notice requirements imposed by the Act, published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to the Act, and has on the date of this Resolution held a public

hearing on the proposal to approve the Redevelopment Plan and received extensive public comment thereon; and

h. The City Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Resolved that:

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. Section 18-2102 of the Act establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area (the "Site") constitutes an economically and socially undesirable land use in its current state. The Site is owned by the City, generates no tax revenue and requires the expenditure of tax dollars for maintenance in its current state. The Site is not designed for proper utilization, is undesirable for economic and social purposes and constitutes a barrier to the sound growth of the City in an easterly direction. The substantial cost to fill the Site to make it useful for industrial purposes would be a significant and onerous burden on the tax payers of the City. Given the foregoing, the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise. Further documentation of these findings is set forth in the Blight and Substandard Determination Study for the Site on file in the office of the North Platte City Clerk.

The City Council further finds and documents that: the Redevelopment Project described in the Redevelopment Plan would not be economically feasible without the use of funds from tax-increment financing and would not occur in the Redevelopment Area without the use of funds from tax-increment financing; the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The Cost Benefit Analysis incorporated into the Redevelopment Plan and adopted by the Authority provides significant documentation of the benefit to the City. Documentation of the fact that the Redevelopment Project is not financially feasible and would not occur at the Site, without tax increment financing, is provided by correspondence of the Redeveloper's lender indicating that

that tax increment financing is needed to make the Redevelopment Project occur. The City Council acknowledges receipt of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in the form filed with the North Platte City Clerk.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on real property in the City of North Platte, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract and a Redevelopment Contract Amendment entered into between the Redeveloper and the Authority. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, shall be paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

5. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on December 7, 2021.

City of North Platte, Nebraska

Mayor

ATTEST:

City Clerk

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

A tract of land in the Northeast Quarter of the Northeast Quarter and in part of Government Lots 1 and 2, Section 11, Township 13, North, Range 30 West of the 6th P.M., Lincoln County, Nebraska more particularly described as follows:

Beginning at the North Quarter Corner of Section 11, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska; thence S 89°38'48" E (an assumed bearing) on the north line of said Section 11, a distance of 2550.86 feet to the west line of an existing conservation easement; thence S 00°59'01" W on the west line of said conservation easement, a distance of 1390.62 feet; thence N 89°21'54" W on the north line of said conservation easement, a distance of 1481.51 feet to the east line of a 23.13 acre tract as shown on a survey by B. Edwards dated 4/8/2003; thence N 02°39'48" W on said east line, a distance of 25.40 feet to the Northeast Corner of said tract; thence N 88°03'36" W on the north line of said tract, a distance of 962.32 feet to the Northwest Corner of said tract; thence N 89°15'00" W, a distance of 100.00 feet to the west line of Government Lot 2 in said Section 11, also being the easterly Newberry Road right-of-way; thence N 00°45'00" E on the west line of said Government Lot 2 and easterly Newberry Road right-of-way, a distance of 1330.58 feet to the Point of Beginning; said described tract contains 80.06 acres, more or less, and includes 1.93 acres, more or less, of county roadway.

RESOLUTION NO. 2021-5

RESOLUTION RECOMMENDING APPROVAL OF THE CITY OF NORTH PLATTE REDEVELOPMENT PLAN FOR THE SUSTAINABLE BEEF, LLC, REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF NORTH PLATTE; ADOPTION OF A COST BENEFIT ANALYSIS; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF NORTH PLATTE, NEBRASKA:

Recitals:

a. The Mayor and Council of the City of North Platte, Nebraska (the "City"), upon the recommendation of the City Planning Commission (the "Planning Commission"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), has previously declared an area, including an area legally described on the attached Exhibit "A" (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment; and

b. The Community Redevelopment Authority of the City of North Platte (the "Authority") has invited proposals pursuant to and in full compliance with Section 18-2119 of the Act for redevelopment of the Redevelopment Area and has received a proposal from Sustainable Beef, LLC, (the "Redeveloper") in the form of an application and proposed redevelopment plan; and

c. Pursuant to and in furtherance of the Act, the City of North Platte Redevelopment Plan for the Sustainable Beef, LLC, Redevelopment Project (the "**Redevelopment Plan**") has been prepared and submitted to the Authority by the Redeveloper, a copy of which is on file in the office of the North Platte City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Project Area; and

d. Pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the project specified in the Redevelopment Plan (the "Project"), in accordance with and as permitted by the Act; and

e. Pursuant to Section 18-2113 of the Act, the Authority has conducted a cost benefit analysis of the Project (the "Cost Benefit Analysis"), which is included as a part of the Redevelopment Plan; and

f. The Authority has received the resolution of the North Platte Planning Commission recommending approval of the Redevelopment Plan, a copy of which is attached hereto as Exhibit "B"; and

g. The Authority has made certain findings and has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan, approve the Redevelopment Project, and approve the transactions contemplated by the Redevelopment Plan.

Resolved that:

1. The Authority has considered and hereby determines that the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

2. In accordance with the Act, the Authority has conducted and adopts the Cost Benefit Analysis for the Project, which is incorporated into the Redevelopment Plan, and finds (i) the Redevelopment Plan uses funds authorized in section 18-2147 of the Act, (ii) the redevelopment project in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing, (iii) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (iv) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed and have been found to be in the long-term best interest of the City. The Authority has documented that the Redevelopment Project is not economically feasible without the use of funds authorized in Section 18-2147 of the Act by the receipt of a letter from the Redeveloper's lender indicating that the project requires tax increment financing to make the project financially feasible.

3. In compliance with Section 18-2114 of the Act, the Authority finds and determines as follows: a) the Redevelopment Area constituting the Redevelopment Project will be acquired by the Authority at an estimated cost of \$142,500 and the Authority intends to dispose of the Redevelopment Area to the Redeveloper for the sum of \$142,500; (b) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs equal \$19,0135,000 (c) the method of acquisition of the real estate will be pursuant to a purchase agreement with the City of North Platte; (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the amount of \$21,500,000, the proceeds of which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (e) no families or businesses will be displaced as a result of the project.

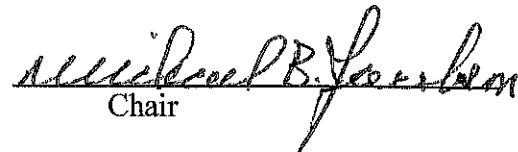
4. The Authority recommends approval of the Redevelopment Plan, the Redevelopment Project, and the transactions contemplated in the Redevelopment Plan.

5. All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.

6. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on November 29, 2021.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
NORTH PLATTE, NEBRASKA**


Chair

ATTEST:


Secretary

EXHIBIT "B"

RESOLUTION OF PLANNING COMMISSION

[attach copy of resolution]

RESOLUTION

RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF NORTH PLATTE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF NORTH PLATTE, NEBRASKA:

Recitals:

- a. Pursuant to and in furtherance of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), a Redevelopment Plan (the "Redevelopment Plan"), has been prepared and submitted to the Planning Commission (the "Commission") by the Community Redevelopment Authority (the "Authority") of the City of North Platte, Nebraska and Sustainable Beef, LLC, (the "Redeveloper"), for the purpose of redeveloping the Redevelopment Area legally described in Exhibit A and in the form attached hereto as Exhibit B; and
- b. The City has previously adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act; and
- c. This commission has reviewed the Redevelopment Plan as to its conformity with the general plan for the development of the City.

Resolved that:

- 1. The Commission hereby recommends approval of the Redevelopment Plan with such changes and revisions as are deemed appropriate by the Authority.
- 2. The Commission hereby recommends approval of the Redevelopment Project described in the Redevelopment Plan be approved to ensure conformance with current zoning regulations.
- 3. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.
- 4. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: 11-23-2021

PLANNING COMMISSION OF THE CITY OF NORTH PLATTE, NEBRASKA

ATTEST:

By: Marilyn McDaniel
Chair

By: Michelle Bain
Recording Secretary

**CITY OF NORTH PLATTE
REDEVELOPMENT PLAN FOR THE
SUSTAINABLE BEEF, LLC
REDEVELOPMENT PROJECT**

I. INTRODUCTION.

The City of North Platte, Nebraska, (the "City") recognizes that blight is a threat to the continued stability and vitality of the City. This redevelopment plan (the "Plan") provides for the redevelopment of a former wastewater holding pond owned by the City. Sustainable Beef, LLC, (the "Redeveloper") seeks to acquire the redevelopment project site (the "Site" or "Project Site") and construct a 1500 head per day beef processing facility (the "Redevelopment Project").

The Site consists of approximately 80 acres. This Plan seeks to have the Site deeded by the City to the Community Redevelopment Authority of the City (the "Authority"). The Site would then be purchased by the Redeveloper. That portion of Golden Road adjacent to the Project Site is included in the redevelopment area (the "Redevelopment Area"). Exhibit 1 attached hereto is a map showing the boundaries of the redevelopment area and Project Site.

Redevelopment of the Project Site provides significant challenges. Project Site clearance and preparation will require approximately \$18,000,000 to make the site ready for building construction. Upgrading Golden Road adjacent to the Project Site with paving and drainage is estimated at \$1,200,000. Extension of domestic sewer and the necessary 18 inch water line is estimated at \$750,000. Additional development costs are shown below.

The Redeveloper intends to construct and operate a modern beef processing facility capable of handling 400,000 head annually. Direct employment is estimated at 875 full time staff.

Current estimates for the project range from a minimum investment of \$280,000,000 to \$325,000,000. The Redeveloper seeks a grant in an amount of \$21,500,000 from a tax increment bond (the "Bond") to be repaid from the incremental real property taxes generated by the project over a 15 year period. The project is not financially feasible without tax increment financing (TIF). TIF is a necessary component of the capital stack required to make this project a reality in North Platte.

The Redeveloper will be required to purchase the Bond or find a qualified purchaser for the Bond. Bond proceeds will be used to pay for the TIF eligible costs as set forth in the Nebraska Community Development Law (the "Act").

Currently the Project Site is owned by the City, is not assessed and pays no taxes. It is estimated that the Lincoln County Assessor will determine that the Base Value for TIF purposes will be approximately \$186,500. Taxes on that Base Value will be paid by the Redeveloper and those taxes will be paid to the normal taxing entities and will not be utilized to retire the Bond.

A conceptual site plan of the Sustainable Beef, LLC, facility is shown on Exhibit 2.

II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The existing land use is shown on Exhibit 3. The Project Site is a dry cell that was formerly used as a holding cell for the city of North Platte wastewater treatment plant. The wastewater treatment plant was constructed and became operational in 2007 making the Redevelopment Site surplus property. The cell became dry in 2019. Since that time the site has not been used by the City or private entity. The majority of the 80 acre site is lowered and is surrounded by a berm. The North Platte Comprehensive Plan indicates the Project Site should be used for heavy industrial uses.

B. Existing Zoning. The Redevelopment Area is zoned I-2 Heavy Industrial. Authorized uses include industrial, manufacturing or commercial agriculture uses.

C. Existing Public Improvements. Paved two lane Newberry Access borders the Project Site on the West and graveled Golden Road is adjacent to the Site on the North. No municipal water or sanitary sewer mains are located in the Area. There are no interior roadways.

D. Existing Building Conditions/Blighting Influences. The Redevelopment Area was declared substandard and blighted by the North Platte City Council pursuant to the Nebraska Community Development Law. A copy of the Blight and Substandard Determination Study for North Platte Redevelopment Area #4 was authored by Hanna: Keelan Associates, PC, is on file with the North Platte, Nebraska, City Clerk and is incorporated herein by this reference as though fully set forth.

III. FUTURE SITUATION.

This section of the Redevelopment Plan examines the future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Site Purchase
- F. Proposed Changes and Actions
- G. Cost-Benefit Analysis
- H. Proposed Cost and Financing
- I. Procedure for Changes in the Approved Redevelopment Plan
- J. Relocation Plan

A. Proposed Land Use Plan. The land use plan for the Community Redevelopment Area will remain heavy industrial consistent with the current North Platte Comprehensive Plan and the current I-2 Zone. This Plan proposes the construction of a beef processing plant capable of processing 1500 head per day. The site will consist of a main structure for processing and an attached area to process by-products. A covered anaerobic digester lagoon with aeration basin and a biogas flare will be located on the site. Internal private roadways and employee parking will handle vehicle circulation. Multiple appropriately sized storm water basins will handle rain water runoff.

The primary structure on the site will cover 424,123 square feet and with a partial basement and partial second story will total approximately 555,000 square feet of floor space. The building will contain the office, processing, rendering and shipping departments.

The site will require a substantial amount of fill to elevate the facility out of the flood plain. This plan will provide for the processing floor height for the plant to be five feet above the current elevation of Newberry Access. Appropriate natural screening will be planted to buffer the view from Newberry Access.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the 2011 Comprehensive Development Plan for the City of North Platte ("Comp Plan"). Approval of this Plan will constitute a City Council finding that this redevelopment plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act. Documentation of this finding is as follows: (1) the Site is owned by the City, generates no tax revenue and requires the expenditure of tax dollars for maintenance; (2) in its current state, the Site is not designed for proper utilization, is undesirable for economic and social purposes and constitutes a barrier to the sound growth of the City; (3) the substantial cost to fill the Site to make it useful for industrial purposes would be a significant and onerous burden on the tax payers of the City; and (4) the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost development and cannot be dealt with effectively by the ordinary operations of private enterprise. The Blight and Substandard Determination Study noted above constitutes documentation for this finding. Further documentation is provided by the cost estimates for site preparation and utility and roadway improvements shown hereafter.

C. Relationship to Local Objectives. The proposed Community Redevelopment Area is described on Exhibit 1. The Redevelopment Plan has been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Community Redevelopment Area. General goals, policies and actions relating to the community as a whole and for the Redevelopment Area are contained in the Comp Plan. This Plan is intended to strengthen the community by adding significant value to unproductive land consistent with current zoning, generating good paying jobs both directly and indirectly and adding substantial benefit to the local economy and beef industry.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are currently no residential buildings located within the Community Redevelopment Area. After implementation of this Plan population density within the Community Redevelopment Area will not increase as no residences will be constructed in the Area. It should be noted that the facility will employ approximately 875 workers who will be present on the Site during a portion of the day.

2. Land Coverage and Building Density. The proposed building design will cover approximately ~~503,000~~ 424,123 square feet on a single level, but will have a partial basement and a partial second story.

3. General Environment. The proposed site plan locates the cattle pens and anerobic digester as far west as possible on the Site and away from the residence east of the Redevelopment Area. ~~Further, the~~ The plant site is located immediately south of the current wastewater cell and away from current residential developments. The redevelopment project will provide odor mitigation as part of the equipment installation at the facility. Further, the redevelopment project will be subject to environmental regulations in accordance with Federal, State and local law, odor control ordinances adopted by the City of North Platte and regulations of the Nebraska Department of Environment and Energy and, or the U.S. Department of Environmental Protection.

4. Building Heights and Massing. Building heights and massing will comply with the current zoning regulations. Building heights will be below the any flight path limitations of the North Platte Regional Airport.

E. Site Purchase. This section outlines the process for the Redeveloper to purchase the Project Site.

1. Transfer of Title to Authority. Currently the Project Site is owned by the City. Section 18-2138 of the Act specifically grants the City the power to convey title to the real estate to the Authority for the “purpose of carrying out ... a redevelopment project.” Further, §18-2139 of the Act provides that such conveyance “may be made by a public body without appraisal, public notice, advertisement, or public bidding.” The provisions of the Act (§18-2144) are controlling over any other laws related to cities.

The Redeveloper proposes that the City sell the Project Site to the Authority for the appraised price, only after: (a) final council approval of this Plan; (b) a redevelopment contract is signed by the Authority and the Redeveloper; (c) the Redeveloper provides proof of equity and debt raise sufficient to complete the project; and (d) proof of a signed construction contract is provided for the project.

2. Sale of Project Site to Redeveloper. The Authority invited redevelopment proposals for the blighted and substandard area in which the Project Site is located by publication for 2 consecutive weeks in May of 2021 pursuant to § 18-2119 of the Act. Pursuant to that section

Site for the appraised price; that the Authority so notify the North Platte City Council, and after the passage of 30 days from such notice and after approval of this Plan by the City Council pursuant to the Act the Authority enter into a proposed redevelopment contract and sell the Site to the Redeveloper subject to the terms of the redevelopment contract.

As it relates to the sale of real estate owned by an Authority, §18-2118 of the Act provides that such real estate may be sold at “fair value” as opposed to fair market value and such sale should be made after giving consideration to an appraisal of the property. The Authority is in possession of an appraisal from Jim Bain Appraisal Associates, Inc., dated August 30, 2021. That appraisal establishes the value of the Site at \$142,500. The Redeveloper proposes that the Site be sold to the Redeveloper for the appraised price subject to the condition that the Redeveloper construct the proposed Redevelopment Project on the Site.

F. Proposed Changes and Actions. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. This Plan involves heavy industry and will be consistent with the current I-2 zone. No zoning changes are required.

2. Traffic Flow, Street Layout and Street Grades. Access to the development will be from Golden Road. This project will result in the Redeveloper paying for paving and infrastructure improvements to Golden Road, adjacent to the Site, to support the inbound and outbound truck traffic and employee traffic. Inbound cattle trucks are estimated to be 30 per day. . Eight hundred seventy five workers will access the plant from Golden Road. The majority of the workforce will be for the processing shift, with a smaller number following for the sanitation shift. Final design of street grades and paving installation will be subject to approval by the City’s engineer. Any realignment of Newbury access will require approval from The Nebraska Department of Transportation (the “NDOT”) This plan proposes that the City seek a grant from the NDOT to provide turn lanes and signaling for the Newberry Access and Golden Road intersection.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new redevelopment in the Community Redevelopment Area the following public improvements are planned: (1) Extension of water and sanitary sewer mains to the Project Site and required storm drainage; (2) paving of Golden Road adjacent to the plant site; (3) extension of electrical and natural gas lines to the plant site; (4) installation of a sampling and metering station between the Project sanitary sewer treatment plant and the City’s sewer lagoon. A significant portion of the payment for costs of these public improvements will come from the TIF bond proceeds.

4. Site Preparation and Demolition. Site preparation for onsite infrastructure will be significant. Current estimates for Site demolition and preparation exceed \$18,000,000.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area are shown as part of the overall project here:

Site purchase	\$ 142,500.00
Site demolition	\$ 1,375,000.00
Earthwork & lagoons	\$ 16,775,000.00
Dewatering	\$ 863,500.00
Utilities	\$ 3,763,298.00
Private roadways	\$ 11,094,645.00
Exterior lighting & power	\$ 825,000.00
Sidewalks	\$ 56,400.00
Public Streets	\$ 1,376,981.00
City metering sampling & liftstation	\$ 750,000.00
Engineering & planning	\$ 7,291,790.00
Building & equipment	\$ 280,685,886.00
TOTAL	\$ 325,000,000.00

G. Cost-Benefit Analysis. A City of North Platte Redevelopment Project TIF Statutory Cost Benefit Analysis is incorporated herein by this reference (“Cost-Benefit Analysis”) and is shown on Exhibit 4. The Cost-Benefit Analysis was prepared by Ernie Goss, Phd, the Jack MacAllister Chair in Regional Economics at Creighton University and is the initial director for Creighton’s Institute for Economic Inquiry. The analysis complies with the requirements of the Community Development Law in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

H. Proposed Costs and Financing; Statements.

TIF Eligible Redevelopment Project costs are shown below:

Site purchase	\$ 142,500.00
Site demolition	\$ 1,375,000.00
Earthwork and lagoons	\$ 16,775,000.00
Dewatering	\$ 863,500.00
Utilities	\$ 3,763,298.00
Private roadways	\$ 11,094,645.00
Exterior lighting and power	\$ 825,000.00
Sidewalks	\$ 56,400.00
Public Streets	\$ 1,376,981.00
Engineering and planning	\$ 7,291,790.00
Total	\$ 43,564,114.00

The estimated incremental property taxes from the project will not pay all eligible expenditures. Current estimates estimate that the maximum amount of the TIF bond will not exceed \$21,500,000. Initial investor equity is projected at \$185,000,000. The balance of project costs will be provided by Redeveloper’s lender.

The real estate assessed valuation is estimated at \$100,600,000 on project completion. At the current tax levy (.02069854) and the projected assessment, the annual real estate taxes for the Project improvements (the "Incremental Taxes") is \$2,082,259. In as much as the project will require more than one year to construct, a lower valuation will be implemented for the first year the incremental taxes will be directed to the bond payment. The Incremental Taxes, less the County Treasurer fee of 2% will be utilized to pay principal and interest on the tax increment bond.

The Incremental Taxes are to be allocated under the terms of §18-2147(1)(b) of the Act for those tax years for which the payments become delinquent within fifteen (15) years from the effective date as set forth in the redevelopment contract.

The real property ad valorem taxes on the taxable valuation of the real property to be acquired as a part of the Project for the year prior to redevelopment will continue to be paid to the applicable taxing bodies in accordance with the terms of §18-2147 of the Act.

Pursuant to §18-2147 of the Act, any ad valorem tax levied upon real property on the lots within the Redevelopment Project shall be divided, for a period not to exceed 15 years after the effective date of the provision as determined pursuant to a redevelopment contract between the Redeveloper and the Community Redevelopment Authority. Such effective date may be confirmed and restated in the resolution authorizing the Tax Increment Revenue Bond and/or in the project redevelopment contract to be entered into between the Authority and the Redeveloper.

Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project Valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, a Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a Redevelopment Project shall be paid into the funds of the respective public bodies.

I. Procedure for Changes in the Approved Redevelopment Plan. If the City of North Platte desires to substantially modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws.

J. Relocation Plan. No persons or businesses will require relocation as a result of this Plan.

Exhibit 1
[Redevelopment Area]

N1/4 Corner Section 11-13-30
 Found 1" bar
 1" north side fence post 39.85' NE
 top center corner and CMP 35.41' NW
 north/west side corner post 34.33' N
 in line with fence going north
 5/8" rebar 27.45' NW

A tract of land in the NE1/4NE1/4 and
 Gov't Lots 1 and 2 in Section 11,
 T-13-N, R-30-W of the 6th P.M., Lincoln County, Nebraska

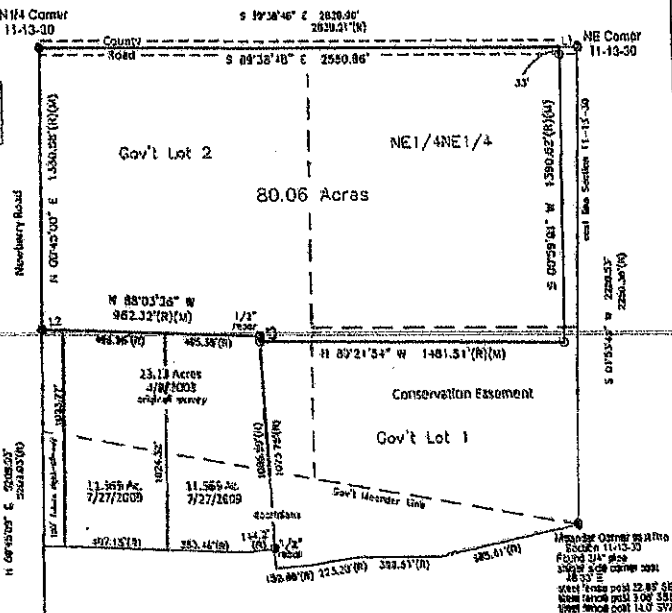
NE Corner Section 11-13-30
 Found 1" bar
 east top fence post 0.95' NNW
 east top fence post 12.1' SSW
 SW corner pole, flag 26.6' NE
 3' east of fence going south

LINE	BEARING	DISTANCE
L1	S 39°38'48" E	89.13'
L2	N 88°13'00" W	100.00'
L3	N 02°39'48" W	25.40'

REFERENCE:
 Lincoln County Survey Records
 S. Edwards surveys of record dated
 2003 and 2009
 Conservation Easement legal description



- Corner Found
- Corner Set
- 1/2" x 3/4" rebar with OPC
- (R) Record Distance
- 2639.99' or (M) Measured Distance



A tract of land in the Northeast Quarter of the Northeast Quarter and in part of Government Lots 1 and 2, Section 11, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska more particularly described as follows:
 Beginning at the North Quarter Corner of Section 11, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska; thence S 89°38'48" E (an assumed bearing) on the north line of said Section 11, a distance of 2550.86 feet to the west line of an existing conservation easement; thence S 00°59'01" W on the west line of said conservation easement, a distance of 1390.62 feet; thence N 89°21'34" W on the north line of said conservation easement, a distance of 1481.51 feet to the west line of a 23.13 acre tract as shown on a survey by S. Edwards dated 4/3/2003; thence N 02°39'48" W on said east line, a distance of 25.40 feet to the Northeast Corner of said tract; thence N 88°13'00" W on the north line of said tract, a distance of 952.32 feet to the Northwest Corner of said tract; thence N 89°15'00" S, a distance of 100.00 feet to the west line of Government Lot 2 in said Section 11, also being the easterly boundary of said Lot 2 and easterly boundary road right-of-way, a distance of 1326.58 feet to the Point of Beginning; said described tract contains 80.06 acres, more or less, and includes 1.93 acres, more or less, of county roadway.

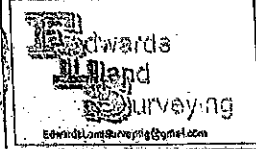
date: October 22, 2020

A survey was made under my direction as shown and correct to the best of my knowledge and belief.

Bonnie M. Edwards
 Bonnie M. Edwards LS 481
 Registered Land Surveyor



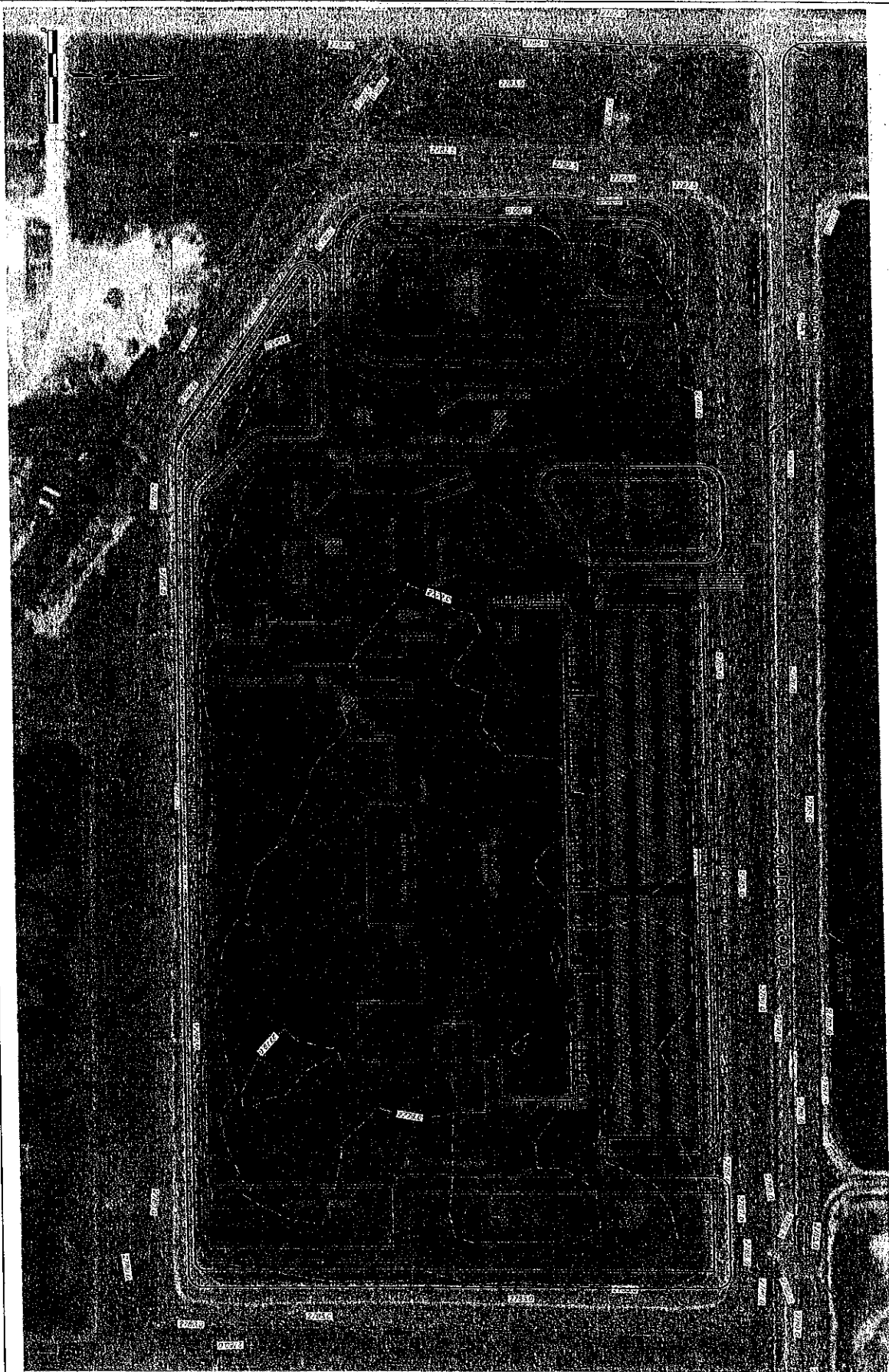
216 West 30th Street
 PO Box 307
 North Platte, NE 68901
 phone: (308) 332-1810
 fax: (308) 542-3667



S1/4 Corner Section 11-13-30
 Found county surveyator aluminum rod
 5/8" rebar 33' N
 5/8" rebar 33' S
 5/8" rebar 33' E
 5/8" rebar 33' W

S1/4 Corner
 11-13-30

Exhibit 2
[Site Conceptual Plan]



SHEET 1	SITE LAYOUT	REV. NO.	DATE	REVISIONS DESCRIPTION
	SCHMEECKLE BROS NEBRASKA BEEF			
	NORTH PLATTE, NEBRASKA	2021	REVISIONS	

201 East 2nd Street
 Grand Island, NE 68801 TEL. 308.384.8750 www.olsson.com

Exhibit 3
Current Use
(aerial photo)

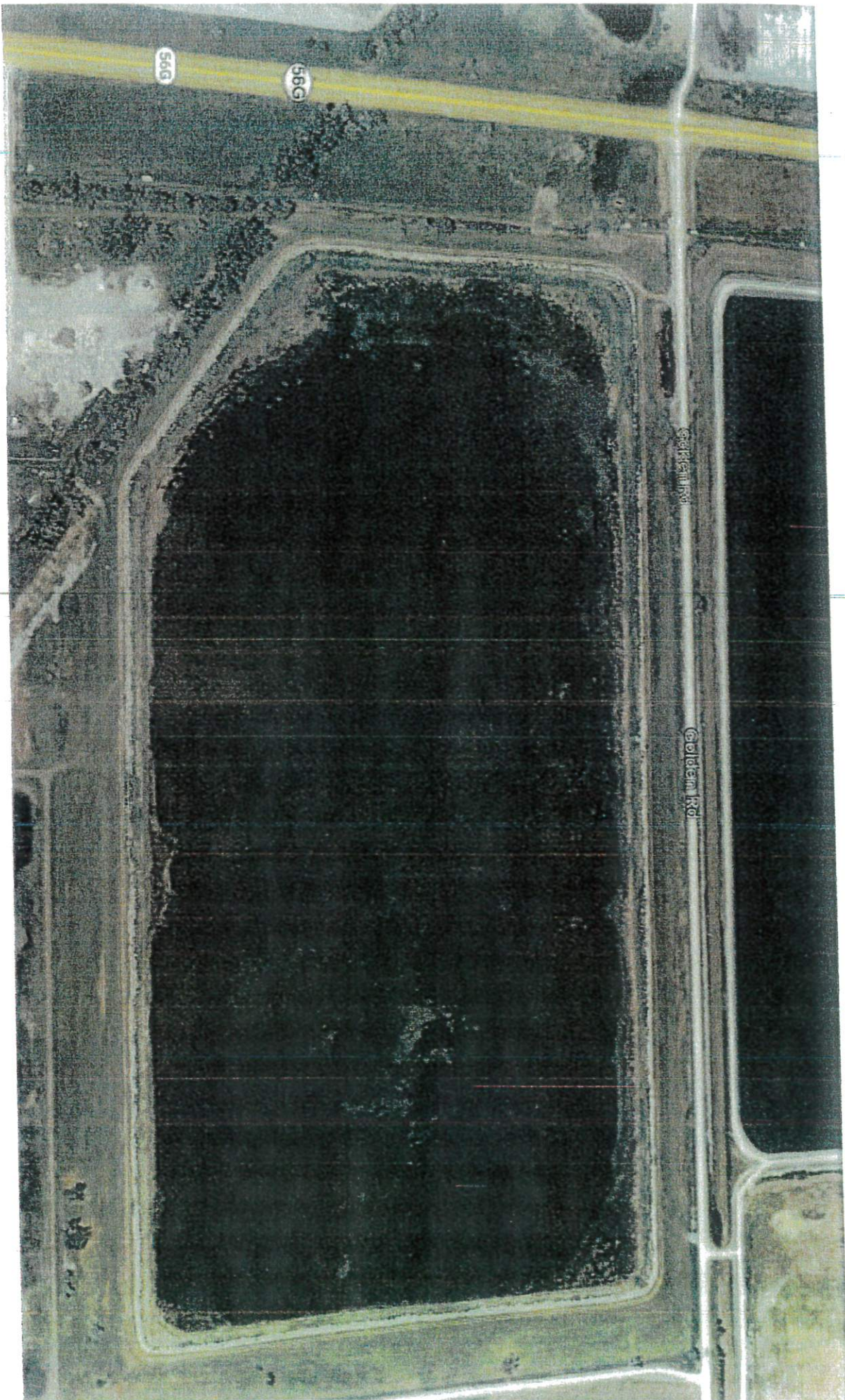


Exhibit 4
Cost-Benefit Analysis

The Economic Impact of the Sustainable Beef Plant on the City of North Platte, Nebraska, 2021-2047

Produced for: Sustainable Beef, LLC
November 22, 2021

Ernest Goss, Ph.D., Co-Principal Investigator
Scott Strain, M.S., Sr. Economist, Co-Principal Investigator
MacAllister Chairholder
Department of Economics
Creighton University
Omaha, Nebraska 68178



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Preface

The Economic Impact of the Sustainable Beef Plant on the City of North Platte, Nebraska, 2021-2047

Introduction

This report was prepared for Sustainable Beef and is intended to estimate the economic impact of the Sustainable Beef project using commercially and widely accepted IMPLAN multipliers described in Appendix E. Findings remain the sole property of Sustainable Beef and may not be used without prior approval of this organization.

Specific Goals of the Study are:

- Based on the City of North Platte net tax receipts and public expenditures stemming from the project, provide a rate-of-return or payback period for city infrastructure improvements related to the project. That is, determine if the project complies with Nebraska Revised Statute 18-2113 regarding meeting TIF requirements.
- Provide a comprehensive analysis of the economic impact of Sustainable Beef's North Platte Development.
- Measure the impact of construction and operations on business volume, employment, wages and salaries, and self-employment income in North Platte.
- Measure the impact of the construction of the Sustainable Beef facility and operations activity on North Platte's tax collections, including school taxes and other taxes and fees.
- Quantify the spillover effects in terms of impacts by industry of Sustainable Beef construction and operations.

This report was produced independently by the principal investigators. Any errors or misstatements contained in this study are solely the responsibility of the author. Please address all correspondence to:

Dr. Ernest Goss, and Scott Strain, Principal Investigators¹

Department of Economics Creighton University and Goss & Associates, Economic Solutions²

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Denver, Colorado 80202-5428



A VETERAN OWNED ORGANIZATION

¹Copies of the principal investigators' biographies are contained in Appendix I.

²Any opinions or analysis are those of Ernie Goss and Goss & Associates and are not necessarily those of Creighton University or the Department of Economics & Finance.

Glossary

Term	Definition
North Platte competitor cities	All Nebraska cities west of Lincoln with populations greater than 20,000 and located along I-80. Includes Grand Island, Hastings, and Kearney.
Direct jobs or wages and salaries	The initial impacts, or spending applied to the multiplier system. Does not include spillover, or indirect impacts.
Discounted to present value	Unless stated otherwise, all financial data in this report are expressed in 2021 dollars.
IMPLAN Multipliers	Widely used input-output economic impact software, due to their documented effectiveness and relatively low cost. The I-O multipliers used in this study are those produced by the U.S. Forestry Service and marketed by the IMPLAN Group Inc. (www.implan.com).
Labor income	Wages, salaries and self-employment income.
North Platte	The City of North Platte. It does not include areas outside corporate limits.
North Platte region	Lincoln County and all its contiguous counties (Custer, Dawson, Frontier, Hayes, Keith, Lincoln, Logan, McPherson, and Perkins).
Personal income	All income collectively received by all the individuals or households. Personal income includes compensation from several sources including salaries, wages and bonuses received from employment or self-employment; dividends, farm income and distribution received from investments; rental receipts from real estate investments, and profit-sharing from businesses.
Self-employment income	Current production income of sole proprietorships, partnerships, and tax-exempt cooperatives, such as real estate firms, lawyers and dry cleaners.
Spillover economic impacts	Jobs, output, or wages and salaries in industry linked to direct impact. It is equal to indirect plus induced impacts.
TIF	Tax increment financing.
TIF base value	The assessed value of the developed property just prior to the development of property granted TIF status.
TIF excess value	The assessed value of the developed property granted TIF status after completion of the property development or construction period.
Total impact	Impact includes wages & salaries, self-employment income, profits, interest payments, and tax collections. Includes both direct and indirect impacts.

Executive Summary

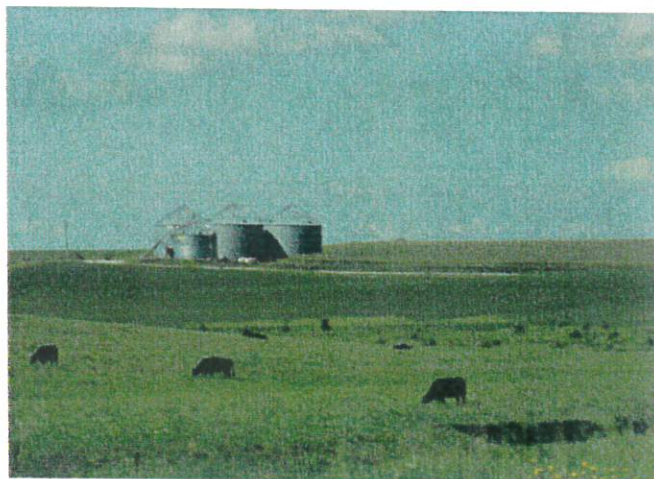
The Economic Impact of the Sustainable Beef Plant on the City of North Platte, Nebraska, 2021-2047

Major Findings of Study: Construction and operations of the Sustainable Beef Plant will serve as an economic game changer for North Platte, Lincoln County, and surrounding counties. The North Platte facility, once in operations, compared to the average Nebraska manufacturer, will employ approximately 15 times the number of workers, and 18 times the average payroll.

Using the IMPLAN Multiplier System, it was concluded that the plant, over the TIF period from 2023 to 2037 will support, through both direct and spillover, an annual average of 1,941 jobs, labor income of \$1.46 billion, wages and salaries of \$50,314 per worker³ and total sales of \$16.3 billion. Furthermore, it is estimated that plant operations for the TIF period alone will produce \$55.1 million in tax collections for the City of North Platte.⁴

In terms of the rate-of-return for locally provided infrastructure support, the project will provide \$1.03 for every dollar of local public support for the TIF period, 2023-37, and \$1.23 for every dollar of local support for the period of 2021-47 (the TIF period plus ten years beyond TIF plus construction period).

In terms of the rate-of-return for locally provided infrastructure support, the project will provide \$1.03 for every dollar of local public support for the TIF period, 2023-37, and \$1.23 for every dollar of local support for the period of 2021-47 (ten years beyond TIF plus construction period).



³Wages & salaries include payment to self-employed workers.

⁴Unless stated otherwise, all dollar estimates are in 2021 values using discount rates listed in Appendix C.

Executive Summary

Detailed Findings-the Need for More Economic Stimulus

I. North Platte's Comparative Economic Growth:

- A. North Platte has underperformed its competitor cities in terms of population and employment growth.
 - a. Population: North Platte has underachieved its peers with a nine-year loss of 4.4% compared to Grand Island's gain of 5.4%, Hastings' loss of 2.1%, and Kearney's gain of 9.4%. During this period, 2010-19, Nebraska's population increased by 5.9%.
 - b. Employment: North Platte has lagged its peers with a four-year job loss of 3.1% compared to Grand Island's gain of 0.9%, Hastings' increase of 1.3%, and Kearney's gain of 1.2%. During this period, 2015-19, Nebraska's employment expanded by 3.0%.
- B. North Platte has trailed its peers in terms of local option sales tax collection growth, and property tax collections, 2015-20.
 - a. Local option sales tax growth: North Platte has experienced slower growth than its peers with a five-year gain of 4.0% compared to Grand Island's gain of 42.8%, Hastings' increase of 17.6%, and Kearney's expansion of 10.1%. During this period, 2015-20, local option sales tax collections for all cities in Nebraska advanced by 31.4%.
 - b. City property taxes levied: North Platte has lagged its peers with a five-year gain of 14.3% compared to Grand Island's gain of 28.3%, Hastings' increase of 19.0%, and Kearney's gain of 35.5%.
- C. Real property valuations: North Platte's experienced a gain of 14.6% compared to 14.5% for Grand Island, 20.7% for Hastings, 26.7% for Kearney and 11.7% for the State of Nebraska.

II. Past Usage of TIF:

- A. Real property valuation created by TIF. In 2020, 140 Nebraska cities made use of TIF to support economic development. Of the 140 cities using TIF, 127 made greater use of TIF than North Platte.
- B. Excess property valuation from TIF. In 2020 as a percent of total city valuation, excess property valuation from TIF was 0.71% for North Platte compared to 4.00% for Grand Island, 1.38% for Hastings, 2.80% for Kearney, 9.58% for the rest of Nebraska.
- C. Nebraska counties and cities using TIF significantly economically outperformed counties and cities not using TIF.
 - a. Between 2015-19, Nebraska's 21 counties that did not use TIF:
 - 1. Suffered a median **loss** of 17.9% in personal income, while the 72 Nebraska counties using TIF experienced a median **gain** of 4.6% in personal income.
 - 2. Endured a median loss of 1.4% in population, while the 72 Nebraska counties using TIF sustained a median loss of 1.2% in population.
 - 3. Withstood a media **loss** of 17.8% in per capita income, while the 72 Nebraska counties using TIF experienced a median **gain** of 4.9% increase in per capita income.

Executive Summary

- b. Between 2015-19, the counties with the greatest excess value as a percent of total county valuation experienced superior economic performance.
 1. The 15 counties with excess value, as a percent total value, less than 1% lost 2.18% in personal income, 2.96% in per capita income, and 0.96% in population.
 2. The 22 counties with excess value, as a percent total value, between 1% and 3% gained 4.28% in personal income, and 5.07% in per capita income, but lost 0.94% in population.
 3. The 16 counties with excess value, as a percent total value, between 3.1% and 4% gained 3.01% in personal income, and 4.67% in per capita income, but lost 1.44% in population.
 4. The 10 counties with excess value, as a percent total value, between 4.1% and 8% gained 5.66% in personal income, and 6.94% in per capita income, but lost 1.36% in population.
 5. The remaining 9 counties with excess value, as a percent total value, greater than 8% gained 9.92% in personal income, and 7.47% in per capita income, but lost 1.21% in population.
 6. *Lincoln County with excess value, as a percent total value, equal to 1.78%, lost 3.68% in personal income, 2.06% in per capita income, and 1.65% in population.

Impact of the Sustainable Beef TIF Statutory Cost Benefit Analysis Neb. Rev. Stat. 18-2113

III. To the North Platte economy (all 2021 dollars):⁵

- A. Between 2023-2037 (the TIF period), the \$280 million project will:
 - a. Generate an overall, or total impact, on the North Platte economy of \$16.3 billion. [18-2113(2)(f)]
 - b. Produce \$1.5 billion in labor income. [18-2113(2)(c) & 18-2113(2)(d)]
 - c. Support an average of 1,941 jobs each year with average yearly income of \$50,314. [18-2113(2)(c) & 18-2113(2)(d)]
 - d. Generate a North Platte taxpayer net benefit of \$1.4 million, or \$1.03 for every dollar of taxpayer investment will:
 1. Increase total city tax collections by \$55.1 million.
 2. Boost costs to the North Platte taxpayer by \$53.8 million.

⁵Unless indicated otherwise, all impacts are stated in 2021 dollars. A discount rate of 3.33% is used throughout this study. Discount rates by year are listed in Appendix C, Table C1.

Executive Summary

- B. Between 2021-2047 (the TIF period plus 10 years plus construction), the \$280 million project will:
- a. Generate an overall, or total impact, on the North Platte economy of \$26.5 billion. [18-2113(2)(f)]
 - b. Produce \$2.4 billion in labor income. [18-2113(2)(c) & 18-2113(2)(d)]
 - c. Support an average of 1,933 jobs each year with average yearly income of \$48,541. [2113(2)(c) & 18-2113(2)(d)]
 - d. Generate a net North Platte taxpayer benefit of \$19.9 million, or \$1.23 for every dollar of taxpayer investment. [18-2113(2)(a)]
 1. Increase total city tax collections by \$107.6 million.
 2. Boost costs to the North Platte taxpayer by \$87.6 million.

IV. Summary of Impacts

Using the IMPLAN Multiplier System, it was concluded that the plant, over the TIF period from 2023 to 2037 will support, through both direct and spillover, an annual average of 1,941 jobs, labor income of \$1.46 billion, wages and salaries of \$50,314 per worker⁶ and total sales of \$16.3 billion. Furthermore, it is estimated that plant operations for the TIF period alone will produce \$55.1 million in tax collections for the City of North Platte.⁷

In terms of the rate-of-return for locally provided infrastructure support, the project will provide \$1.03 for every dollar of local public support for the TIF period, 2023-37, and \$1.23 for every dollar of local support for the period of 2021-47 (the TIF period plus ten years beyond TIF plus construction period).



⁶Wages & salaries include payment to self-employed workers.

⁷Unless stated otherwise, all dollar estimates are in 2021 values using discount rates listed in Appendix C.

Executive Summary

Table Ex.1 lists detailed impacts for the construction and operations period.

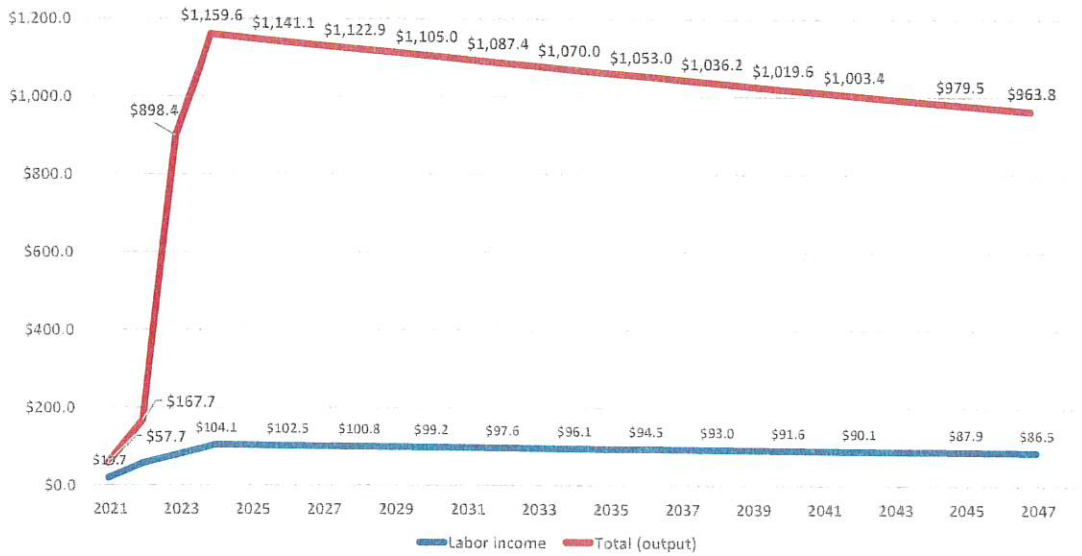
Table EX1: Summary of economic impacts of Sustainable Beef construction and operations 2021-47 (2021 dollars)					
Description	Construction	Reference	TIF Period	Operations	Total
	September 2021 to December 2022 impact		(2023 – 2037)	2023 to 2047 Impact	September 2021 to 2047
Average yearly jobs	1,893	Table 2.2	1,941	1,954	1,933
Labor income	\$77,074,602	Table 2.2	\$1,464,904,966	\$2,362,488,362	\$2,439,562,964
Output	\$225,402,968	Table 2.2	\$16,314,314,123	\$26,310,496,714	\$26,535,899,682
Sales taxes (local option only)	\$1,316,651	Table 2.7	\$7,078,643	\$11,793,585	\$13,110,236
Property taxes (includes spillover activity)	\$1,452,779	Table 2.7	\$35,056,896	\$71,429,351	\$72,882,130
Other local taxes & fees	\$649,807	Table 2.7	\$13,005,010	\$20,953,925	\$21,603,732
Total North Platte taxes & fees	\$3,419,238	Table 2.7	\$55,140,549	\$104,176,861	\$107,596,099
“As-is” property taxes	\$7,535	Table 2.6	\$43,213	\$62,242	\$69,777
“As-is” + Sustainable Beef development property taxes	\$7,535	Table 2.6	\$37,868,784	\$58,835,034	\$58,842,569
Funds to service TIF loan	\$0	Table 2.6	\$37,825,571	\$58,772,792	\$58,772,792

Source: Goss & Associates calculations based on IMPLAN multipliers

Executive Summary

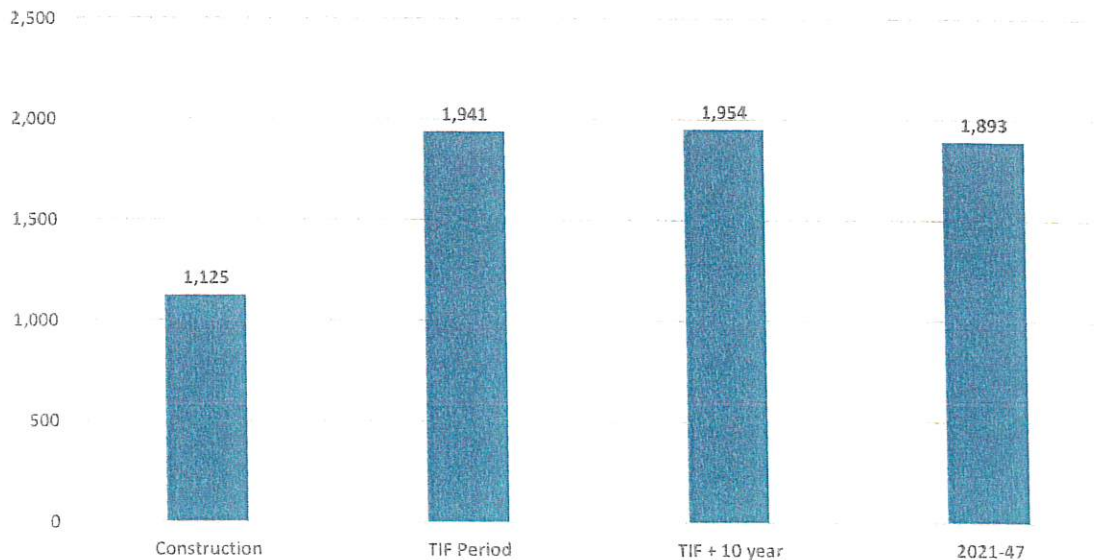
VI. Figures Ex1 – Ex4 summarize Sustainable Beef’s construction and operations by year.

Figure Ex1: Total (output), and labor income impacts 2021-2047(in millions of 2021 dollars)



Source: Goss & Associates from IMPLAN Multiplier system

Figure Ex2: Impact on jobs, 2021-47



Source: Goss & Associates from IMPLAN Multiplier system

Executive Summary

Figure Ex3: North Platte tax collections, 2021-47 (in millions of 2021 dollars)



Source: Goss & Associates calculations

Figure Ex4: North Platte taxpayer costs & tax collections, 2021-47 (in millions of 2021 dollars)



Source: Goss & Associates calculations

Chapter 1: An Overview of North Platte's Economy

Introduction

Table 1.1 compares North Platte to its peers for various parameters for 2019 and for the period 2010-19. As listed, North Platte has suffered greater population loss between 2010 and 2019 than its peers and the remainder of the state. Furthermore, between 2015 and 2019, North Platte has lost jobs, while its peers and the State of Nebraska have expanded employment.

In terms of population growth, North Platte has underperformed its peers with a nine-year loss of 4.4% compared to Grand Island's gain of 5.4%, Hastings' loss of 2.1%, and Kearney's gain of 9.4%. During this period, 2010-19, Nebraska's population increased by 5.9%.

In terms of employment, North Platte has lagged behind its peers with a four-year job loss of 3.1% compared to Grand Island's gain of 0.9%, Hastings' increase of 1.3%, and Kearney's gain of 1.2%. During this period, 2015-19, Nebraska's employment expanded by 3.0%, Hastings by 1.3%, and Kearney gained 1.2%. During this period, 2015-19, Nebraska's employment expanded by 3.0%.

Furthermore, between 2015 and 2019, North Platte has lost jobs, while its peers and the State of Nebraska have expanded employment.

Table 1.1: Comparison of North Platte to competing communities, 2010 -19

County	Hall	Adams	Buffalo	Lincoln	Nebraska
City	Grand Island	Hastings	Kearney	North Platte	
Population, 2019	51,267	24,692	33,867	23,639	1,934,408
Population growth, 2010-19	5.4%	-2.1%	9.4%	-4.4%	5.9%
Employment, 2019	41,343	21,200	40,663	22,992	1,342,465
Employment growth, 2015-19	0.9%	1.3%	1.2%	-3.1%	3.0%
Average Per capita income, 2015-2019	\$27,203	\$28,156	\$30,014	\$28,348	\$32,302

Source: U.S. Census Bureau

North Platte’s economic underperformance has weighed on its property tax and local option sales tax collections as listed in Table 1.2. As listed, North Platte’s combined property and local option sales taxes per capita were \$704 compared to \$682 for Grand Island, \$570 for Hastings, and \$525 for Kearney.

Table 1.2: Property tax and local option sales tax collection comparisons

	Grand Island	Hastings	Kearney	North Platte
Property value (2019)	\$3,229,775,920	\$1,456,037,884	\$2,851,078,792	\$1,603,827,589
Property taxes levied (does not include schools) (2020)	\$11,735,282	\$6,924,450	\$4,492,261	\$8,279,873
Property taxes as a % of assessment	0.36%	0.48%	0.16%	0.52%
Property taxes per capita (2019)	\$229	\$280	\$133	\$350
Local option sales taxes				
Local option sales tax collections (2020)	\$23,216,654	\$7,171,682	\$13,280,391	\$8,359,969
Local option sales tax collections per capita (2020)	\$453	\$290	\$392	\$354
Local option sales tax collections growth 2015-20	42.8%	17.6%	10.1%	4.0%
Property taxes and local option sales taxes per capita (2019)	\$682	\$570	\$525	\$704

Source: U.S. Census Bureau and Nebraska Department of Revenue

Usage of TIF for North Platte and Peers

What is TIF? Tax increment financing is an economic development incentive in which the taxes, usually property taxes, linked to the increase in the assessed value of the developed property are normally remitted to the developer via the payment of interest and principal on bonds issued to support the development.

According to Nebraska law and most other state laws TIF is limited or only authorized to areas that are experiencing “blight,” and is usually intended to enable the economic development of an area which would not have occurred had the TIF financing been absent.

The first TIF was created in California in 1952, and by 2004, all states had authorized its use (Farris & Horbas, 2008). According to Greifer (2005) tax increment financing has been viewed as a method to combat blight, or deterioration, within city districts or neighborhoods. As its use spread to more states, policymakers began to recognize TIF as a flexible, all-purpose financing tool for economic development.

TIFs vary by financing type, land use, and sponsoring government. The financing type is usually property taxes, but could also be sales or utility taxes. Land use could be anything: residential, commercial, industrial, or some combination thereof.

Nebraska voters approved the use of TIF in 1978; the State Legislature passed enabling legislation in 1979. The use of TIF has proven to be a valuable tool in the economic developer's toolkit and its use is wide-spread throughout the state. According to the 2019 TIF report from the Nebraska Department of Revenue, Property Assessment Division, 140 cities in 72 counties have active TIF projects within their jurisdictions.

The number of TIF projects has grown over 350 percent from 1997 to 2016. The base value of TIF projects has grown from \$187.1 million in 1997 to \$833.1 million in 2019, a 345 percent increase.

The distribution of TIF projects by type of project has changed somewhat over the years. In 1997, 37 percent of TIF base value was associated with residential projects. The residential share of project base value has declined to 17 percent by 2019. On the other hand, the share of base value for both commercial and industrial projects increased over the same time period, with commercial project share increasing from 55 percent to 70 percent, and industrial project share increasing from 9 percent to 13 percent.

In 2019, the multiple of excess value was 5.5 for residential TIFs, 5.2 for commercial TIFs and 5.0 for industrial TIFs.



Requirements for Nebraska TIF include, but are not limited to:

1. It is applicable to real property only;
2. The property must be within the corporate boundaries of the city; however, the city may annex noncontiguous land to develop agricultural processing facilities that will become a TIF project;
3. The division of tax for TIF may not exceed 15 years;
4. The taxes attributable to the excess value can only be used for the repayment of the debt related to the project; and
5. The city/CRA must provide written notice to both the county assessor and county treasurer to cease the division of tax when the debt on the project is paid in full.
6. The portion of tax attributable to the excess value, if any, is distributed to the TIF fund for repayment of debt incurred on the specific project.

According to Johnson and Man (2001):

“Tax increment financing dedicates tax increments within a certain defined district to finance the debt that is issued to pay for the project. TIF was designed to channel funding toward improvements in distressed, underdeveloped, or underutilized parts of a jurisdiction where development might otherwise not occur. TIF creates funding for public or private projects by borrowing against the future increase in these property-tax revenues.”
- Tax Increment Financing and Economic Development, Uses, Structures and Impact, Craig L. Johnson, Joyce Y. Man 2001.

Nebraska TIFs

In 2019, 140 of Nebraska cities in 72 counties had TIF projects. Table 1.3 lists the top 20 Nebraska cities in terms total assessed value of property along with the excess value produced by TIF. As listed in 2019, North Platte had \$1.6 billion in assessed value with only \$11.4 million, or 0.71%, attributed to TIF, termed TIF excess value. TIF excess value is the assessed value after the development of property granted TIF status.

TIF base value is the assessed value of the property granted TIF status prior to the property development.

According to the data, of the top 20 Nebraska cities, in terms of assessed property tax values, 16 have made greater use of TIF. Moreover, all of North Platte's peer cities have used TIFs more aggressively than the city.

Table 1.4: North Platte TIF projects, 2004-2019

State rank	County	City name	Total city taxable value	Excess value from TIF	% total city taxes from TIF
1	DOUGLAS	OMAHA	\$37,607,866,945	\$1,906,633,005	5.07%
2	LANCASTER	LINCOLN	\$23,266,889,209	\$603,508,115	2.59%
3	SARPY	BELLEVUE	\$3,387,780,699	\$17,416,269	0.51%
4	HALL	GRAND ISLAND	\$3,229,775,920	\$129,233,030	4.00%
5	BUFFALO	KEARNEY	\$2,851,078,792	\$79,798,400	2.80%
6	DODGE	FREMONT	\$1,680,644,627	\$146,831,447	8.74%
7	PLATTE	COLUMBUS	\$1,676,798,300	\$8,497,865	0.51%
8	SARPY	LA VISTA	\$1,653,626,421	\$5,751,041	0.35%
9	MADISON	NORFOLK	\$1,646,634,328	\$17,220,347	1.05%
10	LINCOLN	NORTH PLATTE	\$1,603,827,589	\$11,396,521	0.71%
11	ADAMS	HASTINGS	\$1,456,037,884	\$20,020,839	1.38%
12	SCOTTSBLUFF	SCOTTSBLUFF	\$911,784,810	\$20,261,356	2.22%
13	DAKOTA	SOUTH SIOUX CITY	\$726,682,971	\$58,016,395	7.98%
14	GAGE	BEATRICE	\$702,846,557	\$32,208,100	4.58%
15	WASHINGTON	BLAIR	\$587,713,627	\$11,116,505	1.89%
16	YORK	YORK	\$565,523,727	\$14,151,545	2.50%
17	BOX BUTTE	ALLIANCE	\$522,146,149	\$21,535,949	4.12%
18	SEWARD	SEWARD	\$512,055,941	\$10,965,626	2.14%
19	SCOTTSBLUFF	GERING	\$488,530,090	\$17,540,082	3.59%
20	RED WILLOW	MCCOOK	\$419,055,495	\$17,023,527	4.06%
			\$12,297,430,055	\$1,177,942,784	9.58%

Source: Nebraska Department of Revenue

Table 1.4 shows previous TIF projects in North Platte. North Platte has funded six TIF projects between 2004 and 2019. Of the six, two were residential, and four were commercial. As presented, North Platte's TIF produced \$5.63 for every dollar of base value.

That is, for every dollar of assessed value on the undeveloped property, North Platte's TIF generated \$5.63 in added value to cover bond payments during the TIF period and to contribute to property tax rolls beyond the TIF period.

Table 1.4: North Platte TIF projects, 2004-2019

Year	Description	Type of TIF	TIF Base tax	TIF Excess Tax	Excess Value	Base Value	TIF expiration	Ratio Excess value to base
2004	Commercial Building	C	\$48,585	\$519,595	\$1,707,990	\$140,420	\$35,532	12.16
2011	Dealership	C	\$100,850	\$500,180	\$2,968,785	\$521,845	\$61,760	5.69
2011	Senior Housing Development	R	\$17,569	\$581,343	\$3,503,355	\$90,910	\$72,881	38.54
2016	Hobby Lobby	C	\$99,659	\$252,146	\$2,926,225	\$1,197,195	\$60,875	2.44
2019	New Hotel	C	\$1,004	\$0	n.a.	\$48,254	n.a.	n.a.
2019	Single Family Housing	R	\$536	\$6,037	\$290,166	\$25,780	\$6,036	11.26
North Platte total			\$268,203	\$1,859,301	\$11,396,521	\$2,024,404	\$237,084	5.63

Source: Community Redevelopment Tax Increment Financing Projects, Tax Year 2019. Report to the Legislature Nebraska Department of Revenue Property Assessment Division, March 1, 2020.
Type of TIF; C = commercial, R = Residential

As presented, North Platte's TIF produced \$5.63 for every dollar of base value.

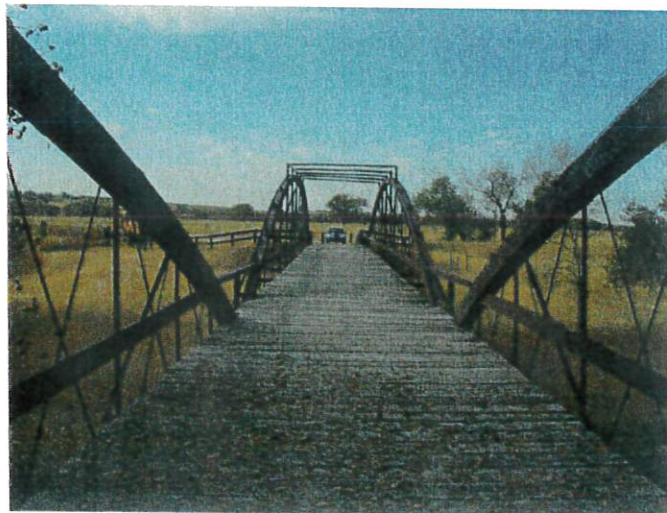


Table 1.5 presents the number of cattle and food processing capability for North Platte and the Region indicating a need of beef processing in Lincoln County and North Platte.

Table 1:5 Cattle & food processing inventory, North Platte and region

	Number of cattle	Food processing establishments	Food processing employment
Custer	329,990	0	0
Dawson	232,801	10	2,989
Frontier	56,197	0	0
Hayes	64,830	0	0
Keith	52,424	0	0
Lincoln	304,257	0	0
Logan	27,209	0	0
McPherson	40,716	0	0
Perkins	36,020	0	0
State	6,759,945	283	36,506
Region	1,144,444	10	2,989
Rest of state	5,615,501	273	33,517
Lincoln County share of state	4.5%	0.0%	0.0%
Region's share of state	16.9%	3.5%	8.2%

U.S.D.A. 2017 and U.S. Census

Additionally, only Dawson County, among Lincoln and contiguous, has food processing plants. Given the region's number of cattle, a new beef processing plant will more fully serve cattle ranchers in the region.

Summary

Data in this chapter have demonstrated the growth in Nebraska's usage of TIF. As a percent of assessed value of property taxes, North Platte has made much less use of TIF than other cities in the state.

Furthermore, with North Platte's economy growing more slowly than its peers and the remainder of the state, this chapter has demonstrated the need for an economic development stimulus for the city. This slower growth has generated a slower expansion in local option sales tax collections and property taxes in North Platte than its peers.

Additionally, only Dawson County, among Lincoln and contiguous, has food processing plants. Given the region's number of cattle, a new beef processing plant will more fully serve cattle ranchers in the region.

As a percent of assessed value of property taxes, North Platte has made much less use of TIF than other cities in the state.



Chapter 2: The Economic Impact of the New Sustainable Beef Plant on North Platte

Introduction

Goss & Associates was asked by Sustainable Beef, LLC to estimate the annual economic impacts of the proposed project on the City of North Platte.⁸ Goss & Associates produced the estimates that follow using initial business and area conditions listed in Table 2.1, and the methodology described in the accompanying appendices.

Tables 2.2 through 2.9 provide detailed estimated impacts. Estimates indicate that the impacts are broadly dispersed with nearly all North Platte’s major industry sectors experiencing economic impacts, either directly or indirectly, from the development.

The economic impacts identified in this study are short run-in nature and represent annual, recurring events. Long run, but intangible factors, such as work force development, and knowledge enhancement, are acknowledged, but no attempt is made to assign dollar values to them.

The impacts are broadly dispersed with sales and earnings increases across a broad range of North Platte industries.

The next section of this report provides detailed economic impacts of the Sustainable Beef project on the assumptions listed in Table 2.1

Table 2.1: Assumptions used for impact assessment

Impact geography	City of North Platte
Discount rate (S&P Municipal infrastructure bond index – average daily rate 2011-21)	3.33%
Current assessed property value in development area	\$185,004
Yearly growth rate of assessed property in development area (RSMMeans construction cost index, 2000-2021)	3.37%
Property tax mill levy (Lincoln County Assessor)	2.069854
Project investment: building construction, furniture, fixtures and equipment (Sustainable Beef)	\$280,000,000
Cost of infrastructure improvements (City of North Platte)	\$20,000,000
Number of employees at the project (Sustainable Beef)	870
Industry sector (Sustainable Beef)	Animal slaughtering and processing
Time span of construction	(September 2021 to December 2022)
Date plant opens	April 2023
Project assessment rate	95%

Source: Sustainable Beef; Federal Reserve, and Nebraska Department of Revenue

⁸Researcher’s biography is contained in Appendix H.

Economic Impacts: Jobs, Labor Income and Total (Sales)

Table 2.2 lists economic impacts across all North Platte industries between 2021 and 2047. Tables 2.3 and 2.4 provide impacts across industries for the construction period and first full year of operations.

Table 2.2: Economic impact of Sustainable Beef, LLC project on City of North Platte, 2021-2047 (2021 dollars)			
Year	Employment	Labor income	Output
2021	563	\$19,745,529	\$57,745,363
2022	1,688	\$57,329,073	\$167,657,605
2023	1,481	\$80,669,365	\$898,396,407
2024	1,974	\$104,123,091	\$1,159,595,233
2025	1,974	\$103,289,413	\$1,150,310,748
2026	1,974	\$102,462,410	\$1,141,100,601
2027	1,974	\$101,642,028	\$1,131,964,197
2028	1,974	\$100,828,215	\$1,122,900,945
2029	1,974	\$100,020,917	\$1,113,910,258
2030	1,974	\$99,220,084	\$1,104,991,558
2031	1,974	\$98,425,663	\$1,096,144,266
2032	1,974	\$97,637,602	\$1,087,367,812
2033	1,974	\$96,855,851	\$1,078,661,627
2034	1,974	\$96,080,359	\$1,070,025,151
2035	1,974	\$95,311,076	\$1,061,457,823
2036	1,974	\$94,547,953	\$1,052,959,091
2037	1,974	\$93,790,939	\$1,044,528,406
2038	1,974	\$93,039,987	\$1,036,165,222
2039	1,974	\$92,295,048	\$1,027,869,000
2040	1,974	\$91,556,073	\$1,019,639,202
2041	1,974	\$90,823,014	\$1,011,475,298
2042	1,974	\$90,095,825	\$1,003,376,759
2043	1,974	\$89,374,459	\$995,343,062
2044	1,974	\$88,658,868	\$987,373,689
2045	1,974	\$87,949,006	\$979,468,124
2046	1,974	\$87,244,828	\$971,625,856
2047	1,974	\$86,546,288	\$963,846,379
Construction period (Sept. 2021 to Dec. 2022)	1,893 (annual average)	\$77,074,602	\$225,402,968
Total impact, 2023 to 2037 (TIF period)	1,941 (annual average)	\$1,464,904,966	\$16,314,314,123
Total 2038 to 2047, (first 10-years post-TIF)	1,974 (annual average)	\$897,583,396	\$9,996,182,591
Total 2023 to 2047, (TIF plus 10-years post-TIF)	1,954 (annual average)	\$2,362,488,361	\$26,310,496,714
Total construction and operational periods (Sept. 2021 to 2047)	1,933 (annual average)	\$2,439,562,963	\$26,535,899,681

Source: Goss & Associates from IMPLAN Multiplier System

Tables 2.3 and 2.4 list industries experiencing the largest impacts from the construction period and 2024, respectively.

Table 2.3: Top Industries experiencing Impacts: Construction period, September 2021- December 2022 (2021 dollars)

Description	Employment	Labor income	Output
Construction of new nonresidential manufacturing structures	1,321	\$43,495,593	\$128,197,710
Wholesale trade businesses	203	\$9,244,917	\$25,733,696
Construction of other new nonresidential structures	162	\$5,614,371	\$18,313,959
Imputed rental activity for owner-occupied dwellings	n.a.	n.a.	\$6,306,467
Food services and drinking places	70	\$1,054,002	\$3,164,581
Monetary authorities and depository credit intermediation activities	11	\$428,982	\$3,151,987
Offices of physicians, dentists, and other health practitioners	26	\$2,029,606	\$3,129,952
Private hospitals	26	\$1,570,424	\$3,085,863
Architectural, engineering, and related services	20	\$1,090,019	\$1,952,053
Legal services	18	\$715,711	\$1,603,367
All other industries	394	\$11,830,977	\$30,763,334
Total all industries	2,251	\$77,074,602	\$225,402,968

Source: Goss & Associates based on IMPLAN Multiplier System

Table 2.4: Top Industries experiencing Impacts: Operations, 2024 (first full-year of operations, 2021 dollars)

Description	Employment	Labor income	Output
Animal (except poultry) slaughtering, rendering, and processing	870	\$61,043,838	\$724,622,005
Cattle ranching and farming	196	\$4,754,800	\$231,889,877
Monetary authorities and depository credit intermediation activities	36	\$1,799,505	\$20,791,181
Transport by truck	111	\$4,451,584	\$20,120,697
Wholesale trade businesses	57	\$3,203,819	\$14,023,221
Imputed rental activity for owner-occupied dwellings	n.a.	n.a.	\$12,323,267
Animal production, except cattle and poultry and eggs	33	\$848,397	\$11,615,535
State and local government electric utilities	14	\$1,687,026	\$8,581,546
Food services and drinking places	93	\$1,737,791	\$8,204,523
Other animal food manufacturing	3	\$243,228	\$7,460,312
All other sectors	560	\$24,353,101	\$99,963,069
Total all sectors	1,974	\$104,123,091	\$1,159,595,233

Source: Goss & Associates based on IMPLAN Multiplier System

CHAPTER 2: THE ECONOMIC IMPACT OF THE NEW SUSTAINABLE BEEF PLANT ON NORTH PLATTEBRAS-

Table 2.5 presents the current assessment of the property to be developed in Column (2) and the TIF excess value plus the TIF base. As listed, the property is expected to be assessed at a value of \$167.1 million the year after the TIF period. Table 2.6 lists the property taxes assessed on the developed property during, and after the TIF period. As presented, the increment to property taxes from the development the year after the TIF period is estimated to be \$3,611,641.

Table 2.5: Assessed value of property at Sustainable Beef project site, 2021 to 2047 (2021 dollars)		
Year	"As Is" assessed value	New + Old*
2021	\$185,004	\$185,004
2022	\$179,047	\$179,047
2023	\$173,281	\$248,402,643
2024	\$167,701	\$228,007,772
2025	\$162,301	\$211,248,887
2026	\$157,074	\$197,473,151
2027	\$152,016	\$185,906,017
2028	\$147,121	\$175,020,739
2029	\$142,384	\$164,785,455
2030	\$137,799	\$155,169,650
2031	\$133,361	\$146,144,099
2032	\$129,067	\$137,680,819
2033	\$124,911	\$225,537,900
2034	\$120,888	\$209,290,974
2035	\$116,996	\$195,942,641
2036	\$113,228	\$184,972,462
2037	\$109,582	\$175,762,969
2038	\$106,053	\$167,097,042
2039	\$102,638	\$158,949,283
2040	\$99,333	\$151,295,365
2041	\$96,134	\$144,111,990
2042	\$93,039	\$137,376,851
2043	\$90,043	\$207,428,158
2044	\$87,143	\$194,487,897
2045	\$84,337	\$183,858,385
2046	\$81,621	\$175,124,728
2047	\$78,993	\$167,794,684

*includes new personal property investment at project site

Source: Lincoln County Assessor and Goss & Associates

Table 2.6: Increase in property taxes at Sustainable Beef (project site), 2021-2047 (2021 dollars)

Year	"As is" property taxes	New + old property taxes	Increment to property taxes
2021	\$3,829	\$3,829	\$0
2022	\$3,706	\$3,706	\$0
2023	\$3,587	\$2,582,051	\$2,578,464
2024	\$3,471	\$2,499,939	\$2,496,468
2025	\$3,359	\$2,420,439	\$2,417,079
2026	\$3,251	\$2,343,466	\$2,340,215
2027	\$3,147	\$2,268,941	\$2,265,795
2028	\$3,045	\$2,196,787	\$2,193,742
2029	\$2,947	\$2,126,927	\$2,123,980
2030	\$2,852	\$2,059,288	\$2,056,436
2031	\$2,760	\$1,993,801	\$1,991,040
2032	\$2,671	\$1,930,396	\$1,927,724
2033	\$2,585	\$3,770,389	\$3,767,804
2034	\$2,502	\$3,373,603	\$3,371,100
2035	\$2,422	\$3,038,700	\$3,036,278
2036	\$2,344	\$2,754,848	\$2,752,504
2037	\$2,268	\$2,509,209	\$2,506,941
2038	\$2,195	\$2,276,533	\$2,274,338
2039	\$2,124	\$2,056,241	\$2,054,117
2040	\$2,056	\$1,847,776	\$1,845,720
2041	\$1,990	\$1,650,605	\$1,648,615
2042	\$1,926	\$1,464,217	\$1,462,291
2043	\$1,864	\$2,868,652	\$2,866,789
2044	\$1,804	\$2,556,695	\$2,554,891
2045	\$1,746	\$2,293,932	\$2,292,186
2046	\$1,689	\$2,071,732	\$2,070,043
2047	\$1,635	\$1,879,866	\$1,878,231
Construction period (Sept. 2021 to Dec. 2022)	\$7,535	\$7,535	\$0
Total impact, 2023 to 2037 (TIF period)	\$43,213	\$37,868,784	\$37,825,571
Total 2038 to 2047, (first 10-years post-TIF)	\$19,029	\$20,966,250	\$20,947,221
Total 2023 to 2047, (TIF plus 10-years post-TIF)	\$62,242	\$58,835,034	\$58,772,792
Total construction and operational periods (Sept. 2021 to 2047)	\$69,777	\$58,842,569	\$58,772,792

Source: Goss & Associates from IMPLAN Multiplier System

Impact on North Platte City Tax Collections

Table 2.7 presents the estimated taxes generated by the construction and operation of Sustainable Beef between 2021 and 2047. These estimates take into account sales tax refunds⁹ and property taxes.¹⁰ It is possible a pool of credits may be available beyond the 10-year entitlement period, and could be used against sales and personal property tax¹¹ full North Platte mill levy applied to base, excess, and personal property at the site to determine funds available for TIF payment. City and school district mill levies are used to determine city tax collection from property tax. These estimates take into account Nebraska Advantage Act. TIF applies different mill levies and use different valuation totals to arrive at estimates.



Lincoln County Courthouse

⁹Sales tax refund applied to furniture and fixtures and equipment. Manufacturing equipment exempt from sales tax in NE & other equipment purchases subject to sales tax refund during entitlement period. We include ZERO direct sales tax to the estimates.

¹⁰Personal property tax exemption under NE ADV Tier 6: 10-year period (2023 to 2032) during which no personal property tax is included in the city tax collection estimate.

¹¹After 10-year Nebraska Advantage entitlement period, manufacturing equipment: replacement of equipment at 10-year intervals – use BEA industrial equipment price index to estimate future costs and a 10-depreciation table to determine tax on personal property. NE ADV, attainment, entitlement and carryover periods: NE ADV Tier 6 has a 5-year attainment period – a 10-year entitlement period (earn and use credits) – and a 16-year carryover period (continue to use credits earned during the entitlement period).

Table 2.7: Tax impact of Sustainable Beef on the City of North Platte, 2021-2047 (2021 dollars)

Year	Local option sales tax	Property tax City of North Platte and North Platte School District* (mill levy = 1.601424 per \$100 of assessed value)	Other taxes and fees	Total tax revenue
2021	\$337,309	\$373,653	\$166,472	\$877,434
2022	\$979,342	\$1,079,127	\$483,335	\$2,541,803
2023	\$390,491	\$1,901,436	\$746,349	\$3,038,276
2024	\$482,447	\$2,348,457	\$922,104	\$3,753,009
2025	\$478,584	\$2,329,589	\$914,721	\$3,722,895
2026	\$474,753	\$2,310,874	\$907,398	\$3,693,024
2027	\$470,951	\$2,292,310	\$900,132	\$3,663,394
2028	\$467,181	\$2,273,898	\$892,925	\$3,634,004
2029	\$463,440	\$2,255,634	\$885,776	\$3,604,850
2030	\$459,729	\$2,237,519	\$878,684	\$3,575,932
2031	\$456,049	\$2,219,551	\$871,649	\$3,547,248
2032	\$452,397	\$2,201,728	\$864,670	\$3,518,794
2033	\$503,460	\$2,184,049	\$857,746	\$3,545,256
2034	\$499,963	\$2,166,514	\$850,879	\$3,517,356
2035	\$496,495	\$2,149,121	\$844,066	\$3,489,682
2036	\$493,056	\$2,131,868	\$837,308	\$3,462,232
2037	\$489,645	\$4,054,348	\$830,604	\$5,374,597
2038	\$486,263	\$3,857,412	\$823,953	\$5,167,628
2039	\$482,908	\$3,670,191	\$817,356	\$4,970,456
2040	\$479,581	\$3,492,256	\$810,812	\$4,782,649
2041	\$476,282	\$3,323,192	\$804,320	\$4,603,794
2042	\$473,010	\$3,162,602	\$797,880	\$4,433,493
2043	\$469,766	\$4,232,948	\$791,492	\$5,494,205
2044	\$466,548	\$3,975,468	\$785,155	\$5,227,170
2045	\$463,357	\$3,756,179	\$778,868	\$4,998,404
2046	\$460,188	\$3,548,986	\$772,632	\$4,781,805
2047	\$457,040	\$3,353,221	\$766,446	\$4,576,707
Construction period (Sept. 2021 to Dec. 2022)	\$1,316,651	\$1,452,779	\$649,807	\$3,419,238
Total impact, 2023 to 2037 (TIF period)	\$7,078,643	\$35,056,896	\$13,005,010	\$55,140,549
Total 2038 to 2047, (first 10-years post-TIF)	\$4,714,942	\$36,372,455	\$7,948,915	\$49,036,312
Total 2023 to 2047, (TIF plus 10-years post-TIF)	\$11,793,585	\$71,429,351	\$20,953,925	\$104,176,861
Total construction and operational periods (Sept. 2021 to 2047)	\$13,110,236	\$72,882,130	\$21,603,732	\$107,596,099

*includes direct (at project site) and spillover activities.

Source: Goss & Associates from IMPLAN Multiplier System

* Property tax and sales tax collections reflect the impact of state tax incentives at the project. Note: the state incentive program allows for the use of earned credits beyond the program’s entitlement period – potentially impacting local tax revenue beyond the time-period used in the table, above.

Table 2.8: City of North Platte: Public sector cost and municipal benefits (2021 dollars)			
Year	Public sector cost	Total municipal tax revenue	Net benefit
2021	\$237,868	\$877,434	\$639,567
2022	\$668,701	\$2,541,803	\$1,873,103
2023	\$2,893,839	\$3,038,276	\$144,437
2024	\$3,827,560	\$3,753,009	(\$74,551)
2025	\$3,796,915	\$3,722,895	(\$74,020)
2026	\$3,766,514	\$3,693,024	(\$73,490)
2027	\$3,736,357	\$3,663,394	(\$72,963)
2028	\$3,706,441	\$3,634,004	(\$72,437)
2029	\$3,676,765	\$3,604,850	(\$71,915)
2030	\$3,647,326	\$3,575,932	(\$71,394)
2031	\$3,618,124	\$3,547,248	(\$70,876)
2032	\$3,589,154	\$3,518,794	(\$70,360)
2033	\$3,560,417	\$3,545,256	(\$15,161)
2034	\$3,531,910	\$3,517,356	(\$14,554)
2035	\$3,503,632	\$3,489,682	(\$13,950)
2036	\$3,475,579	\$3,462,232	(\$13,347)
2037	\$3,447,751	\$5,374,597	\$1,926,846
2038	\$3,420,146	\$5,167,628	\$1,747,482
2039	\$3,392,762	\$4,970,456	\$1,577,694
2040	\$3,365,597	\$4,782,649	\$1,417,052
2041	\$3,338,651	\$4,603,794	\$1,265,143
2042	\$3,311,919	\$4,433,493	\$1,121,574
2043	\$3,285,401	\$5,494,205	\$2,208,804
2044	\$3,259,096	\$5,227,170	\$1,968,074
2045	\$3,233,002	\$4,998,404	\$1,765,402
2046	\$3,207,117	\$4,781,805	\$1,574,689
2047	\$3,181,438	\$4,576,707	\$1,395,269
Construction period (Sept. 2021 to Dec. 2022)	\$906,569	\$3,419,239	\$2,512,671
Total impact, 2023 to 2037 (TIF period)	\$53,778,284	\$55,140,549	\$1,362,265
Total 2038 to 2047, (TIF plus 10 years post-TIF)	32,995,129	49,036,312	16,041,183
Total 2023 to 2047, (first 10 years post-TIF)	\$86,773,413	\$104,176,861	\$17,403,448
Total construction and operational periods (Sept. 2021 to 2047)	\$87,679,982	\$107,596,099	\$19,916,117

Source: Goss & Associates from IMPLAN Multiplier System

In terms of the rate-of-return for locally provided infrastructure support, the project will provide \$1.27 for every dollar of local public support for the TIF period, 2021-35, and \$1.55 for every dollar of local support for the period of 2021-45 (ten years beyond TIF).

Table 2.9: Rate of return per \$1 of public sector cost		
Period	Reference	Amount
Cost to North Platte taxpayers, 2023-2037	Table 2.8	\$53,778,284
Total North Platte tax collections, 2023-37	Table 2.8	\$55,140,549
TIF Period, 15 years (2023 to 2037)		\$1.03
Cost to North Platte taxpayers 2021-47	Table 2.8	\$87,679,982
Total North Platte tax collections, 2021-47	Table 2.8	\$107,596,099
TIF plus 10-years (2021 to 2047) + construction		\$1.23
Cost to North Platte taxpayers 2023-47	Table 2.8	\$86,773,413
Total North Platte tax collections, 2023-47	Table 2.8	\$104,176,861
TIF plus 10, 25-years (2023 to 2047)		\$1.20

Source: Goss & Associates from IMPLAN Multiplier System

Much of the cost of public infrastructure is normally K-12 school costs. North Platte’s Saint Patrick High School has existing capacity for an additional 350 students. Add both together and it exceeds 1,800 more students can be accommodated in existing facilities in the North Platte schools. With five other K-12 school systems in Lincoln County (Brady, Maxwell, Hershey, Sutherland and Wallace) there is more than ample capacity for a substantial amount of economic and job growth.”¹² Thus, the costs to the North Platte taxpayer are likely overstated, and the rate-of-return of the Sustainable Beef project to the North Platte taxpayer is understated.



¹²Unless indicated otherwise, all impacts are stated in 2021 dollars. A discount rate of 3.33% is used throughout this study. Discount rates by year are listed in Appendix C, Table C1.

Appendices

Appendix A: Section 18-2113¹³

The following comes directly from the Nebraska legislation.

“(1) Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.”

“(2) The authority shall conduct a cost-benefit analysis for each redevelopment project whose redevelopment plan includes the division of taxes as provided in section 18-2147. In conducting the cost-benefit analysis, the authority shall use a cost benefit model developed for use by local projects.”

Any cost-benefit model used by the authority shall consider and analyze the following factors:

- (a) Tax shifts resulting from the division of taxes as provided in section 18-2147;
 - (b) Impacts of public infrastructure and community public service needs, and local tax impacts arising from the approval of the redevelopment project;
 - (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
 - (d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project;
 - (e) Impacts on the student populations of school districts within the city or village; and
 - (f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.
- (3) Copies of each cost-benefit analysis conducted pursuant to subsection of this section shall be posted on the city’s public web site or made available for public inspection at a location designated by the city.

¹³<https://nebraskalegislature.gov/laws/statutes.php?statute=18-2113> effective November 14, 2020

Appendix B: Description of Property

Assessor ID 0023926.25

A tract of land in the Northeast Quarter of the Northeast Quarter and in part of Government Lots 1 and 2, Section 11, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska more particularly described as follows:

Beginning at the North Quarter Corner of Section 11, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska; thence S 89°38'48" E (an assumed bearing) on the north line of said Section 11, a distance of 2550.86 feet to the west line of an existing conservation easement; thence S 00°59'01" W on the west line of said conservation easement, a distance of 1390.62 feet; thence N 89°21'54" W on the north line of said conservation easement, a distance of 1481.51 feet to the east line of a 23.13 acre tract as shown on a survey by B. Edwards dated 4/8/2003; thence N 02°39'48" W on said east line, a distance of 25.40 feet to the Northeast Corner of said tract; thence N 88°03'36" W on the north line of said tract, a distance of 962.32 feet to the Northwest Corner of said tract; thence N 89°15'00" W, a distance of 100.00 feet to the west line of Government Lot 2 in said Section 11, also being the easterly Newberry Road right-of-way; thence N 00°45'00" E on the west line of said Government 2 and easterly Newberry Road right-of-way, a distance of 1330.58 feet to the Point of Beginning; said described tract contains 80.06 acres, more or less, and includes 1.93 acres, more or less, of county roadway.

Life of equipment	10
Incentives (state)	Tier 6
Sales	\$850,000,000
Wages & salaries	\$50,000,000
Size of facility (square feet)	340,000
Line wage per hour	\$25.00
Number of workers	870
Wages	\$44,600,000
Benefits	\$6,400,000
Base value of land	\$167,120
Current ownership of land	North Platte City
Number of acres	60 - 80

Appendix C: Discount factor, 2021-2047

Table C1: Discount factor, 2021

Period	Year	Discount factor
0	2021	1.0000
1	2022	1.0333
2	2023	1.0677
3	2024	1.1032
4	2025	1.1399
5	2026	1.1778
6	2027	1.2170
7	2028	1.2575
8	2029	1.2993
9	2030	1.3426
10	2031	1.3872
11	2032	1.4334
12	2033	1.4811
13	2034	1.5304
14	2035	1.5813
15	2036	1.6339
16	2037	1.6883
17	2038	1.7444
18	2039	1.8025
19	2040	1.8625
20	2041	1.9244
21	2042	1.9885
22	2043	2.0546
23	2044	2.1230
24	2045	2.1936
25	2046	2.2666
26	2047	2.3420

Source: Standard and Poor's

Appendix D: Types of Economic Impacts

Economic impacts can be divided into direct, indirect and induced. The most obvious direct impact of Sustainable Beef on the local economy comes in the form of salaries to Sustainable Beef workers residing in the area. Indirect impacts come from expenditures by Sustainable Beef vendors to their suppliers. Employees of the supplying firms then spend their wages and salaries in North Platte. This re-spending, or second round multiplying, is referred to as an induced impact. From an economic perspective, the dollars that remain and are re-circulated in the area's economy are powerful in generating jobs and income for the area.

Direct Economic Impacts. Sustainable Beef revenues flowing into the area have direct economic effects on the local economy by making expenditures for goods and services and by paying employee salaries.

Sustainable Beef spending increases overall income and population, which produces another round of increased spending adding to sales, earnings and jobs for the area.

Indirect Economic Impacts. Sustainable Beef will also produce indirect economic effects on the area economy. The firm's expenditures encourage the startup and expansion of other businesses related to the contract. The project will generate indirect effects by increasing: (a) the number of firms drawn to a community, (b) the volume of deposits in local financial institutions and, (c) economic development.

Induced Economic Impacts. Induced impacts in the region occur as the initial spending feeds back to industries in the region when workers in the area purchase additional output from local firms in a second round of spending. That is, Sustainable Beef spending increases overall income and population, which produces another round of increased spending adding to sales, earnings and jobs for the area. Sustainable Beef spending is re-circulated creating overall spending that is a multiple of the initial expenditure. This is termed the multiplier effect and is discussed in the next section.

Sustainable Beef spending increases overall income and population, which produces another round of increased spending adding to sales, earnings and jobs for the area.

Appendix E: The Multiplier Effect

When employees of Sustainable Beef spend their salaries within the community, the spending filters through the local economy and causes increased overall spending greater than the initial spending. The impact of this re-spending is known as the multiplier effect. Economic impacts that take place outside the local economy, for example Sustainable Beef expenditures in Denver, are called leakages and reduce the multiplier and overall impacts. They are excluded when estimating regional economic impacts. While the direct effects of Sustainable Beef can be measured by a straightforward methodology, the indirect and induced effects of the project's spending must be estimated using regional multipliers.

Community characteristics that affect leakages, and consequently the multiplier include:

Location. Distance to suppliers affects the willingness to purchase locally. For example, if North Platte firms are unable to provide supplies to service the contract and there are businesses outside North Platte that can furnish the needed products and/or services, then vendors will be encouraged to spend outside the area. This results in greater leakages, lower multipliers and smaller impacts.

Population size. A larger population provides more opportunities for companies and workers to purchase locally. Larger population areas are associated with fewer leakages and larger multipliers. Thus, in general, Sustainable Beef spending flowing into North Platte will have larger impacts than the same level of spending flowing into less populated portions of the state.

Sustainable Beef spending outside the local economy, for example spending in Denver, is called a leakage and reduces the multiplier and overall impacts.

While the direct effects of Sustainable Beef spending can be measured by a straightforward methodology, the indirect and induced effects must be estimated using regional multipliers.

Type of industry. A community would gain more if the inputs required by local industries for production match local resources and are purchased locally. Thus, over time, as new firms are created to match the requirements of the Sustainable Beef, leakages will be fewer, resulting in larger multipliers and impacts.

Appendix C discusses the selection of an estimation technique to measure the direct, indirect and induced impacts of Sustainable Beef on North Platte.

Wholesale firms in Omaha will expand to meet the increasing demands of the Flatiron Development. Over time, these impacts grow.

Thus, in general, revenues flowing into North Platte will have larger impacts than the same level of revenues flowing into less populated portions of the state.

Appendix F: Choosing a Technique to Measure Impacts

Many types of public and private sector decisions require an evaluation of probable regional effects. Since important impacts are often economic, this requirement has created a need for regional economic impact models. The three most common types of impact models are economic base, econometric, and input-output (I-O). Two of the three impact models have inherent disadvantages that markedly reduce their viability for estimating the impact of Sustainable Beef spending on the North Platte economy.

Economic Base Models. Economic base models divide the economy into two sectors – the local/service sector and the export sector. The economic base multiplier is an average for all the economy making it impossible to distinguish, for example, the impact of Sustainable Beef from that of a new manufacturing plant.

Econometric Models. Econometric models use past data to statistically link sectors of the economy. Econometric models have two major weaknesses. First, the time series data used in constructing econometric models are often unavailable at the county and metropolitan area level, thus precluding county-level analysis. This is especially true for rural counties and for counties with small populations. Second, econometric models are costly to build and maintain.

Input-Output (I-O) Models. I-O models are the most frequently used types of analysis tools for economic impact assessment. Input-output is a simple general equilibrium approach based on an accounting system of injections and leakages. Input-Output analysis assumes that each sector purchases supplies from other sectors and then sells its output to other sectors and/or final consumers.

Historically, high costs precluded the extensive use of I-O models in regional impact analysis. However, with the advent of “ready-made” multipliers produced by third parties, such as the U.S. Forestry Service, I-O multipliers became a much more viable option for performing impact analysis.

All purely non-survey techniques or “ready-made” multipliers take a national I-O table as a first approximation of regional inter-industry relationships. The national table is then made region-specific by removing those input requirements that are not produced in the region.

I-O models are the most frequently used analysis tools for economic impact assessment.

Input-Output systems were originally developed by Wassily Leontief (1941) to assist in planning a national economy. Input-Output represents an effective method for depicting and investigating the underlying processes that bind industries of a region. It provides a technique to project into the future the magnitude of important additions or injections into the local economy.

Input-Output models are composed of three basic tables. The first, the Transactions Table, traces inter-industry sales and purchases within a defined region. The next table, the Direct Requirements Table, answers the question, "If a certain dollar value of intermediate requirements is present for a total dollar value of gross output, what are the intermediate requirements for each industry per dollar of gross output?" The manipulation of these two tables results in the final and most important of the tables, the Industrial Multiplier Table. This table is then used to calculate overall impacts.

Chief problems involved in the use of multipliers are:

Selection of industries. For which industries will impacts be estimated? The selection is generally dictated by definitions used by government agencies that collect the data. For example, most government data do not distinguish employment in a cardiac center or clinic from that in a hospital.

Selection of a region. Again, government agencies collect aggregate data by county, thus requiring the analysis to take place at the county level, or combination of counties. Most developers of "ready-made" multipliers use the County Business Patterns as the primary data source. For this study, North Platte is the area of analysis.

For this study, North Platte is the area of analysis.

Major assumptions of the I-O model

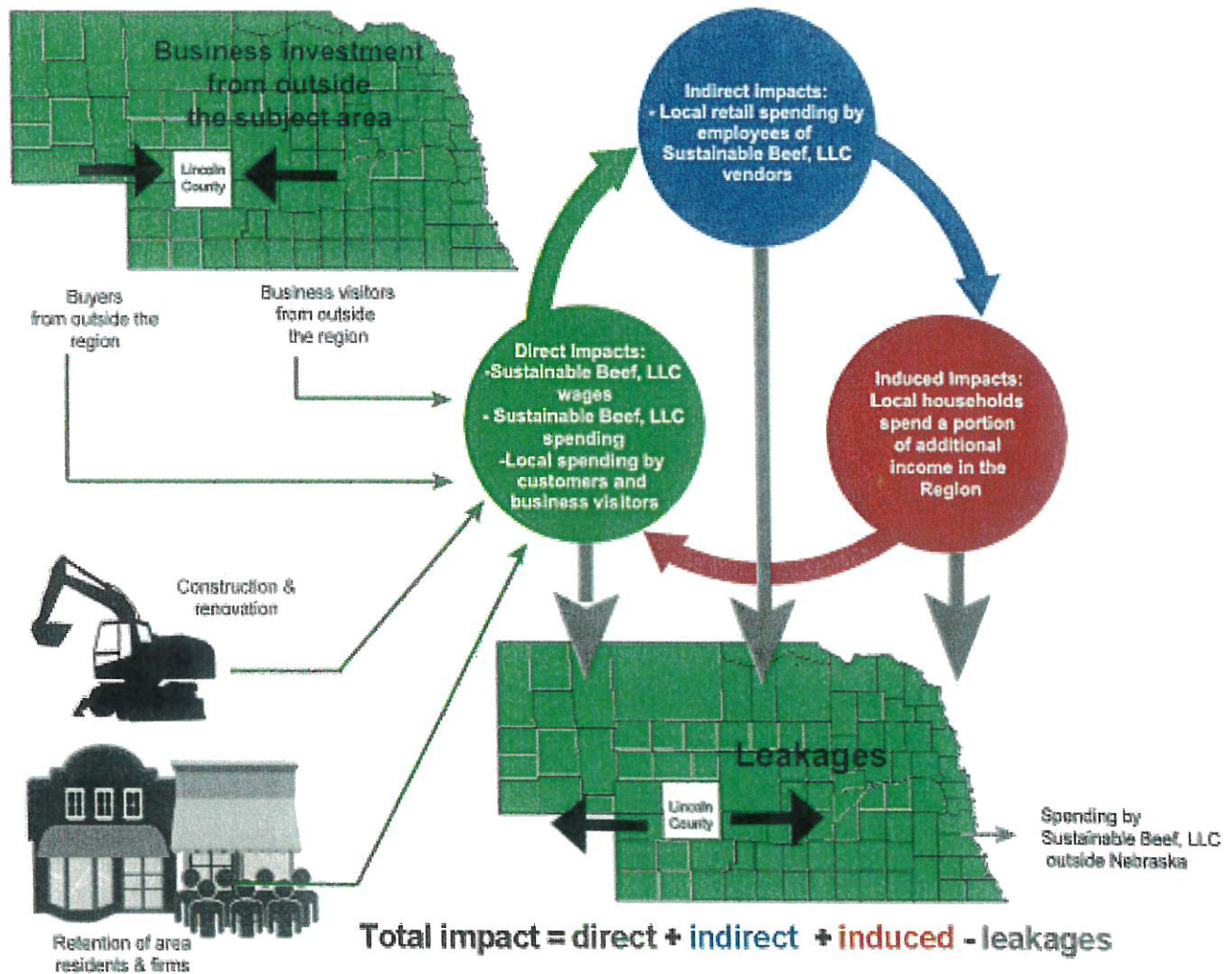
- Constant production coefficients. For example, it is assumed that "x" dollars of new revenues flowing to Omaha will produce "y" dollars of output regardless of the scale of operations. In other words, the I-O model assumes constant returns to scale.
- Constant technological relationships between inputs and outputs. Thus I-O multipliers assume that technology remains the same between the time the multipliers are calculated and the period for which impacts are estimated.
- Old purchasing patterns are the same as new purchasing patterns. Thus, it is assumed that purchasing patterns between Flatiron and its suppliers in Omaha will be the same as other firms in the industry in the area.
- No supply constraints. I-O models do not take into consideration the problem of finding an adequate supply of workers to fill new jobs brought about by the Flatiron Development contract.

Despite their weaknesses and somewhat restrictive assumptions, I-O multipliers are the tools most often used for impact analysis. Due to their documented effectiveness and relatively low cost, the I-O multipliers used in this study are those produced by the U.S. Forestry Service and marketed by the Minnesota IMPLAN Group Inc. (www.implan.com).

Table F.1: Multipliers provided by IMPLAN and used in this study	
Type of Multiplier	Description
Output Multipliers	Total industry output per \$1 change in final demand
Labor Income Multipliers	Total household earnings per \$1 change in final demand
Employment Multipliers	Total number of jobs per \$1 million change in final demand

Appendix G: Schematic of Sample Sustainable Beef Development Impacts

Figure G1: Schematic of Sample Sustainable Beef, LLC Impacts



Source: Goss & Associates, 2021

Appendix H: References

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Appendix I: Researchers' Biographies

Ernie Goss is the Jack MacAllister Chair in Regional Economics at Creighton University and is the initial director for Creighton's Institute for Economic Inquiry. He is also principal of the Goss Institute in Denver, CO. Goss received his Ph.D. in economics from The University of Tennessee in 1983 and is a former faculty research fellow at NASA's Marshall Space Flight Center. He was a visiting scholar with the Congressional Budget Office for 2003-2004 and has testified before the U.S. Congress, the Kansas Legislature, and the Nebraska Legislature. In the fall of 2005, the Nebraska Attorney General appointed Goss to head a task force examining gasoline pricing in the state.

He has published more than 100 research studies focusing primarily on economic forecasting and on the statistical analysis of business and economic data. His book Changing Attitudes Toward Economic Reform During the Yeltsin Era was published by Praeger Press in 2003, and his book Governing Fortune: Casino Gambling in America was published by the University of Michigan Press in March 2007.

He is editor of Economic Trends, an economics newsletter published monthly with more than 11,000 subscribers, produces a monthly business conditions index for the nine-state Mid-American region, and conducts a survey of bank CEOs in 10 U.S. states. Survey and index results are cited each month in approximately 100 newspapers; citations have included the New York Times, Wall Street Journal, Investors Business Daily, The Christian Science Monitor, Chicago Sun Times, and other national and regional newspapers and magazines. Each month 75-100 radio stations carry his Regional Economic Report.

Scott Strain is a senior research economist at Goss & Associates. He has worked as an economist and statistician for more than 20 years providing forecasts and analysis across a wide-range of industries. Scott served as an industry economist, working in new product development regarding both quantitative and qualitative research. Scott was Senior Director of Research for an economic development agency, providing economic impact and tax incentive analysis to both private businesses and government entities. He served on the business advisory committee that worked with Nebraska state senators and the director of the state's Economic Development Department to develop the Nebraska Advantage Act – a comprehensive package of business incentives that has helped to add more than \$6 billion in new capital investment and over 13,000 new jobs in the state of Nebraska since the Act's inception in 2006.

Appendix J: Goss & Associates Consulting Contracts 2017-2020

Below are examples of impact studies completed by Goss & Associates for recent years.

1. 2003 - 2020, ongoing. The College World Series and the Omaha Economy: Impacts 2003 - 2019. Produced for College World Series, Inc.
2. Winter 2020. Midtown Crossing: Transforming Midtown Omaha and Boosting the Overall Omaha Economy. Produced for East Campus Realty. Spring 2019.
3. Winter 2019. A Cost-Benefit Analysis: Options for Boone Central Middle School: Albion or Petersburg? Produced for Boone Central Schools Board of Education.
4. Winter 2019. The Economic and Fiscal Impact of the Council Bluffs Riverfront Development (River's Edge). Produced for the Iowa West Foundation.
5. Winter 2019. Reducing the Property Tax Burden on Nebraska Farmland: An Evaluation of the Fair Nebraska Plan. Produced for Fair Nebraska.
6. Winter 2018. The Economic Contributions of Ho-Chunk, Inc. to the Winnebago Indian Reservation, Iowa, Nebraska, South Dakota and the U.S. Spring 2018. Wyoming. Produced for Ho-Chunk, Inc.
7. Winter 2018. The Economic Impact of the Streetcar on the City of Omaha. Produced for the City of Omaha.
8. Fall 2018. Nebraska's Independent Colleges and Universities: Spurring Economic Growth and Brain Gain for the State and Its Counties. Produced for Nebraska Association of Independent Colleges.
9. Winter 2017. Rural TIF Report: Tax Increment Financing Contributions to Economic Growth in Rural Nebraska. Produced for Nebraska Economic Developers Association.
10. Winter 2017. The Economic and Fiscal Impact of the Council Bluffs Riverfront Development. Produced for the Heritage Group.
11. Spring 2017 Economies of Good: Boys Town's Economic Impact on the Omaha Area and the State of Nebraska. Produced for Boys Town.
12. Spring 2017. The Net Benefits and Costs of Prestage Farms to the Mid Iowa Region, produced for Mid-Iowa Growth Partnership.
13. Spring 2017. The Impact of a Walkable, Workable, and Livable Midtown Omaha, produced for Turner Park North.
14. Summer 2017. Pet Ownership Boosts State and Local Economic Growth. Produced for PetSmart Charities.
15. Summer 2017. The Impact of Credit Union and Farm Credit Subsidies on the Banking Industry and Taxpayers in Nebraska. Produced for Nebraska Bankers Association and FEAI (Financial Education and Advocacy Initiative, Inc).