



**AGENDA**  
**NORTH PLATTE CITY COUNCIL MEETING**  
**Tuesday, May 7, 2024; 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** Kris Cheek, Bethel 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 YOUR REMARKS.**

**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, ACCOLADES, AND PRESENTATIONS**

**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.

- A. Approve the Minutes of April 16, 2024. (Pages 1-3) (Angela Gilbert, City Clerk)
- B. Send the application of Bottle Shop of North Platte dba City Discount Liquors for a Class K Liquor License (Catering) at 821 North Jeffers to the Nebraska Liquor Control Commission with no recommendation. (Pages 4-5) (Angela Gilbert, City Clerk)
- C. Approve the application by Wilkinson Development, Inc. for a Special Designated License on June 14, 2024 from 3:00 p.m. to 7:00 p.m. at Fat Dogs North, 1313 South Dewey Street for a Tasting Event. (Pages 6-8) (Angela Gilbert, City Clerk)
- D. Approve the Mayor's appointment of Tanner Pettera to the Board of Adjustment. (Page 9) (Mayor Kelliher)

- E. Approve the Mayor's appointments of Beverly Duran and Shala Raska to the North Platte Library Advisory Board. (Page 10) (Mayor Kelliher)
- F. Place on file Treasurer's report for March 2024. (Pages 11-12) (Dawn Miller, Finance Director)
- G. Approve the Payment Processing Agreement with CSG Forte Payments, Inc. and authorize the Mayor to sign necessary documents. (Pages 13-36)
- H. Adopt the recommendation by the City Planning Commission for preliminary and final approval of Village Park Flats First Subdivision located on West A Street between Dixie Avenue and Pioneer Drive. (Pages 37-39) (Judy Clark, Planning Administrator)

### **REGULAR AGENDA**

#### **CLOSED SESSION TO DISCUSS PERSONNEL, REAL ESTATE TRANSACTIONS OR POTENTIAL LITIGATION TO PROTECT THE PUBLIC INTEREST (IF NECESSARY)**

- 2. Authorize and approve the bid for one (1) 2024 John Deere 624 P-Tier wheel loader with high lift to Murphy Tractor & Equipment in the amount of \$262,000 and authorize the Mayor to sign all documents for the City. (Pages 40-42) (Steve Mentzer, Public Service Director)
- 3. Approve the selection of \_\_\_\_\_ for Earthwork for the Industrial Wastewater Treatment Plant and authorize the Mayor to negotiate and execute contracts. (Page 43) (Brent Burklund, City Engineer)
- 4. Adopt a Resolution to approve a MicroTIF project for Lincoln County Community Development Corporation for redevelopment of a vacant lot located at 708 South McCabe Avenue. (Pages 44-65) (Judy Clark, Planning Administrator)

### **PUBLIC HEARING**

- 5. Adopt a Resolution regarding the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders as prepared by Marvin Planning Consultants, Inc., and approval of related actions. (Pages 66-80) (Judy Clark, Planning Administrator)

### **PUBLIC HEARING**

- 6. Adopt a Resolution regarding the Extremely Blighted Determination Study for North Platte, Nebraska March 2024 as prepared by Information Art and approval of related actions. (Pages 81-97) (Judy Clark, Planning Administrator)
- 7. Approve the 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. 1A**

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
April 16, 2024; 5:30 p.m.

- CALL TO ORDER Invocation was given by Vaughn Fahrenbruch and the pledge of allegiance was recited.
- ROLL CALL 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, Lucas, Garrick, Flanders, Rieker, Woods. Mayor Brandon Kelliher presided and City Clerk Angela Gilbert recorded the proceedings.
- OPEN MEETINGS ACT 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 Volz seconded the motion to approve the Consent Agenda as follows:
1.
    - A. Approve the Minutes of April 2, 2024.
    - B. Send the application of Pecos League of Professional Baseball Clubs dba North Platte 80's for a Class C Liquor License (On & Off Sale) located at 120 West 18<sup>th</sup> Street to the Nebraska Liquor Control Commission with no recommendation.
    - C. Approve the application by Las Mananitas for a Special Designated License on May 5, 2024 from 4:00 p.m. to 1:00 a.m. at Las Mananitas, 408 North Dewey Street for a Cinco De Mayo Fundraiser.
- Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.
- ITEM #2  
SALE AND  
CONSUMPTION OF  
ALCOHOL FOR  
MUSIC ON THE  
BRICKS Garrick moved and Flanders seconded the motion to adopt the Resolution consenting to the sale and consumption of alcoholic liquor on East 5<sup>th</sup> and North Dewey Streets during Music on the Bricks on May 17 and 18, 2024. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #3  
SPECIAL  
DESIGNATED  
PERMIT FOR MUSIC  
ON THE BRICKS

Garrick moved and Nisley seconded the motion to approve the application by GL Concepts, LLC dba Good Life on the Bricks for a Special Designated License on May 17 and 18, 2024 from 12:00 p.m. to 1:00 a.m. on East 5<sup>th</sup> Street and North Dewey Street during Music on the Bricks. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #4  
TENNIS/  
PICKLEBALL  
COURTS AT  
CODY PARK

Garrick moved and Nisley seconded the motion to approve the bids for Tennis/Pickleball Courts at Cody Park and authorize Mayor to sign contracts with Beveridge Inc for Proposal #1, and LER, Inc dba Renner Sports Surfacing for Proposal #2.

Members of the Pickleball Committee thanked everyone that contributed and coordinated together on the project.

Eric Seacrest, Executive Director of Mid-Nebraska Community Foundation, stated this is what can be done when the community works together to show their support.

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

ITEM #5  
NEBRASKALAND  
DAYS PARADE

Rieker moved and Volz seconded the motion to approve the Resolution for the NebraskaLand Days Parade on June 15, 2024. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #6  
AMEND USER FEES  
TO ADD MICROTIF  
BLIGHT AND  
SUBSTANDARD  
STUDY FEE

Garrick moved and Lucas seconded the motion to adopt the Resolution amending the User Fees Resolution for fiscal year 2023-2024 for the Planning Department to add MicroTIF Blight and Substandard Study Application Fee in the amount of \$500.00. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #7  
SUPPLEMENT TO  
SMALL CELL  
MASTER LEASE  
AGREEMENT WITH  
VERIZON WIRELESS

Garrick moved and Flanders seconded the motion to approve the Supplement to Small Cell Master License Agreement with Verizon Wireless and authorize Mayor to sign the necessary documents. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #8  
REFER BLIGHT AND  
SUBSTANDARD  
STUDY – HORIZON

Lucas moved and Volz seconded the motion to refer the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders as prepared by Marvin Planning Consultants, Inc. to the City Planning Commission for a public hearing to determine if



BUILDERS TO  
PLANNING  
COMMISSION

the proposed area qualifies as blighted and substandard. Roll call vote: "AYE": Nisley, Volz, Lucas, Garrick, Flanders. "NAY": Tryon, Rieker, Woods. Motion carried.

ITEM #9  
ISSUE WARRANTS  
TO MIDLANDS  
CONTRACTING  
AND MYERS  
CONSTRUCTION

Flanders moved and Rieker seconded the motion to approve the Resolution authorizing the issuance of one warrant to Midlands Contracting, Inc. in the amount of \$473,673.22 and one warrant to Myers Construction, Inc. in the amount of \$381,374.15 to pay approved claims and referring to and incorporating the terms and conditions of Ordinance No. 3874 relating to warrant financing. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #10  
CLAIMS

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

ADJOURN

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

Adjourned at 6:18 p.m.



Angela Gilbert, City Clerk

**CITY COUNCIL AGENDA**

**ITEM NO. 1B**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE:** Class K Liquor License, Angela Gilbert, City Clerk

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:**

Bottle Shop of North Platte dba City Discount Liquors is applying for a Class K Liquor License (Catering) for their location at 821 North Jeffers.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

- N/A

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**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 Bottle Shop of North Platte dba City Discount Liquors for a Class K Liquor License (Catering) at 821 North Jeffers to the Nebraska Liquor Control Commission with no recommendation.

**PROPOSED MOTION:**

“I move to send the application of Bottle Shop of North Platte dba City Discount Liquors for a Class K Liquor License (Catering) at 821 North Jeffers to the Nebraska Liquor Control Commission with no recommendation.”

# 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](http://www.lcc.nebraska.gov)

License  
 Class:     K    

License  
 Number: 123694

Office Use only

Date Stamp **HERE ONLY**  
 Do not stamp any of the following pages

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

**LICENSEE**

BOTTLE SHOP OF NORTH PLATTE

**TRADE NAME**

CITY DISCOUNT LIQUORS

**PREMISES ADDRESS**

821 NORTH JEFFERS

**CITY**

**ZIP CODE**

NORTH PLATTE, NE 69101

**CONTACT PERSON**

Randy D Richards

**PHONE NUMBER**

308-530-0153

**EMAIL**

randyd@nque.com

*Randy Richards*  
 Signature of **APPLICANT**

Randy Richards  
 Printed Name of **APPLICANT**

Office use only

PAYMENT TYPE \_\_\_\_\_

AMOUNT \_\_\_\_\_ RCPT \_\_\_\_\_

RECEIVED: \_\_\_\_\_

DATE DEPOSITED \_\_\_\_\_

BARCODE

**CITY COUNCIL AGENDA  
ITEM NO. 1C**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

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

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:**

Wilkinson Development, Inc. would like to have an outdoor Tasting Event on June 14, 2024 at Fat Dogs North at 1313 South Dewey 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:**

Approve application by Wilkinson Development, Inc. for a Special Designated License on June 14, 2024 from 3:00 p.m. to 7:00 p.m. at Fat Dogs North, 1313 South Dewey Street for a Tasting Event.

**PROPOSED MOTION:**

“I move to approve the application by Wilkinson Development, Inc. for a Special Designated License on June 14, 2024 from 3:00 p.m. to 7:00 p.m. at Fat Dogs North, 1313 South Dewey Street for a Tasting Event.”

**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

WILKINSON DEVELOPMENT, INC  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1313 SOUTH DEWEY NORTH PLATTE NE 69101  
Retail Liquor License Address or Non-Profit Business Address

125200  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 6/14/24

Event Start Time(s): 3:00pm

Event End Time(s): 7:00pm

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: FAT DOGS NORTH

Event Street Address/City: 1313 SOUTH DEWEY - NORTH PLATTE

Indoor area to be licensed in length & width:     X    

Outdoor area to be licensed in length & width: 120 X 40 (Diagram Form #109 must be attached)

Type of Event: TASTING EVENT Estimate # of attendees: 300

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: JIM RIEWE Event Contact Phone Number: 308 539-2843

Event Contact Email: jriewe@wikco.com

\*Signature Authorized Representative:  Printed Name Jim Riewe

*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

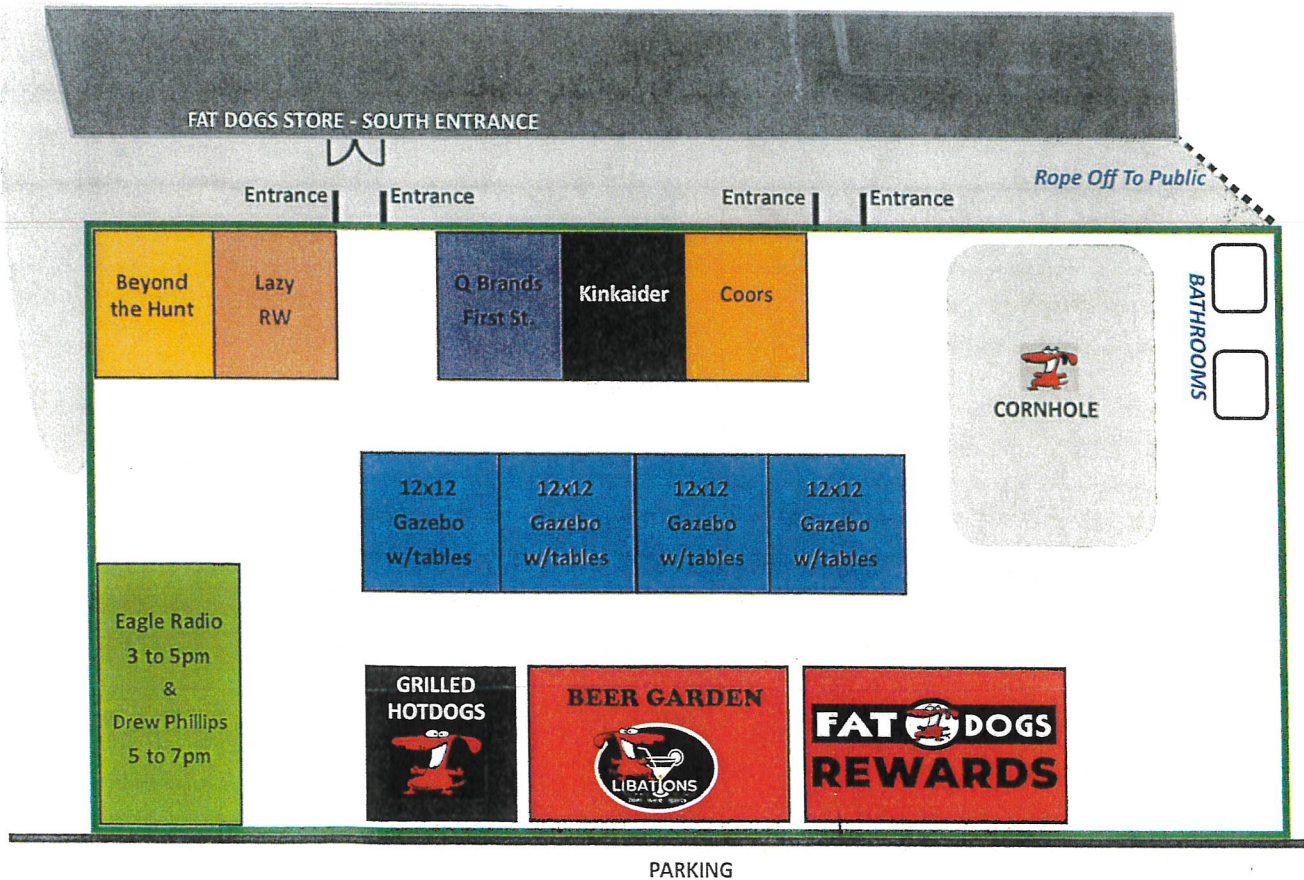


# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED EMPLOYEES AT GATE CHECKING ID'S + WRISTBANDING  
ALL FENCED OFF

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



**CITY COUNCIL AGENDA  
ITEM NO. 1D**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE:** Approve Mayor's appointment of Tanner Pettera to the Board of Adjustment.  
Mayor Brandon Kelliher

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:** Mayor Kelliher is requesting City Council approve his appointment of Tanner Pettera to the Board of Adjustment.

**WHY THIS ITEM IS BEFORE THE COUNCIL:** Council approval is needed to approve the Mayor's appointment of Tanner Pettera to the Board of Adjustment to replace John Patterson.

**ACTION REQUIRED AT THIS COUNCIL MEETING:** A motion approving the Mayor's appointment.

**PROPOSED MOTION:** "I move to approve the Mayor's appointment of Tanner Pettera to the Board of Adjustment."

# CITY COUNCIL AGENDA

## ITEM NO. 1E



### CITY OF NORTH PLATTE STAFF SUMMARY REPORT

May 7, 2024

**AGENDA ITEM TITLE:** Mayor's appointments to the Library Advisory Board, Mayor Kelliher

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:**

The North Platte Public Library Advisory Board shall advise and make recommendations to the Mayor and City Council regarding the orderly growth and improvement of the North Platte Public Library.

*General organization.* The North Platte Public Library Board shall be a citizen advisory board organized and governed by the City of North Platte, Nebraska.

The Board shall consist of twelve individuals appointed by the Mayor with the consent of the City Council. The Board members shall serve a three-year term. Each member of the Board must be a resident of Lincoln County.

Beverly Duran and Shala Raska will be replacing Lewys Carlini and Sheila Furley.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

- None

**WHY THIS ITEM IS BEFORE THE COUNCIL:**

Pursuant to City of North Platte's Code of Ordinances §33.09.

**PROPOSED MOTION:**

"I move to approve the Mayor's appointments of Beverly Duran and Shala Raska to the North Platte Library Advisory Board."



**CITY COUNCIL AGENDA**

**ITEM NO. 1F**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT**

**May 7, 2024**

**AGENDA ITEM TITLE:** Place on file Treasurer's Report for March 2024, Dawn Miller, Director of Finance

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:**

The March 2024 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 March 2024.

**PROPOSED MOTION:**

"I move to approve the Consent Agenda."

	A	B	C	D	E	F	G	H	I	J	K
1	<b>City of North Platte</b>										
2	<b>Revenue &amp; Expenditure Summary (Unaudited)</b>										
3	<b>General Fund</b>										
4		<b>MARCH</b>	<b>MARCH</b>	<b>MARCH</b>	<b>CHANGE \$</b>	<b>CHANGE %</b>		<b>YTD</b>	<b>YTD</b>	<b>CHANGE \$</b>	<b>CHANGE %</b>
5		<b>2024</b>	<b>2023</b>	<b>2023</b>				<b>2024</b>	<b>2023</b>		
6											
7		\$ 3,057,571.73	\$ 3,211,330.41	\$ (153,758.68)	-4.79%		\$ 16,362,988.64	\$ 15,490,259.35	\$ 872,729.29	5.63%	
8											
9		2,320,166.66	2,229,406.19	90,760.47	4.07%		17,553,474.20	15,255,460.89	2,298,013.31	15.06%	
10		\$ 737,405.07	\$ 981,924.22	\$ (244,519.15)	-24.90%		\$ (1,190,485.56)	\$ 234,798.46	\$ (1,425,284.02)	-607.02%	





CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024

**AGENDA ITEM TITLE: Approve Payment Processing Agreement with CSG Forte Payments, Inc. and authorize the Mayor to sign necessary documents.**

SESSION TYPE:

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

EXECUTIVE SUMMARY: The City of North Platte seeks to enter into a Payment Processing Agreement with CSG Forte Payments, Inc. for the processing of credit card transactions.

WHY THIS ITEM IS BEFORE THE COUNCIL: Council approval is needed to approve the Agreement and to Authorize the Mayor to sign necessary documents.

ACTION REQUIRED AT THIS COUNCIL MEETING: This action authorizes the Mayor to sign the Payment Processing Agreement with CSG Forte Payments, Inc.

PROPOSED MOTION: "I move to approve the Payment Processing Agreement with CSG Forte Payments, Inc. and authorize the Mayor to sign necessary documents."

SUPPORTING DOCUMENTS: Payment Processing Agreement.

## PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and the **City of North Platte, Nebraska**, a Nebraska municipal corporation, with its primary business address at 211 West 3<sup>rd</sup> Street, North Platte, NE 69101 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

### 1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

### 2. USAGE

**2.1 Use License.** Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

**2.2 Use of Proprietary Property.** No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

**2.3 Acceptable Use.** AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

**2.4 User and System Security.** AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly



assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

**2.5 Use of Information and Data.** AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

### 3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

### 4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A. As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

## 5. TERM AND TERMINATION

**5.1 Term.** This Agreement shall have an initial term of 5 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

**5.2 Termination for Material Breach.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

**5.3 Termination with Notice.** FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

**5.4 Termination without Notice.** FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

## 6. TRANSACTION PROCESSING

**6.1 Accepting Transactions.** FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

**6.1.1 Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

**6.1.2 Authorization-Capture Transactions.** If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

**6.2 Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

**6.2.1 Card Not Present Transactions.** For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

**6.3 AGENCY Account.** In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

**6.4 Limited-Acceptance Agency.** If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

**6.5 Bona Fide Sales.** AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

**6.6 Setting Limits on Transaction Amount.** AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

**6.7 Additional Agreements** AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

**6.8 Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

**6.9 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

**6.10 Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

**6.11 Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

**6.12 Excessive Chargebacks.** Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

**6.13 Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

**6.14 Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

**6.15 Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

**6.16 Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

**6.17 Temporary Suspension of Services.** Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

**6.18 Authorization.** AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall



constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

## **7. TRANSACTION AUTHORIZATION**

**7.1 Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

**7.2 Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

**7.3 Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

## **8. AGENCY PROHIBITIONS**

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

## **9. AUTHORIZATION**

**9.1 ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

**9.2 Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If

applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

#### **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

#### **11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

#### **12. DATA SECURITY**

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

#### **13. PRICING AND PAYMENT**

**13.1** FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

**13.2** Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

**13.3** FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

#### **14. LIMITS OF LIABILITY**

**14.1** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE

THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**14.2** FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

## **15. REPRESENTATIONS AND WARRANTIES.**

**15.1 FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

**15.1.1** FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

**15.1.2** FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

**15.2 AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE:

**15.2.1** If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

**15.2.2** AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

**15.3 Mutual Representations and Warranties.** Each Party represents and warrants to the other:

**15.3.1** The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

**15.3.2** There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

**15.3.3** When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

## **15. FORTE SERVICE POLICY**

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

## **16. FORCE MAJEURE**

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions.

The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

#### **17. ASSIGNMENT**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

#### **18. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the state of Nebraska without reference to choice of laws rules.

#### **19. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

#### **20. PUBLICITY**

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

#### **21. NOTICE**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

#### **22. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

#### **23. SEVERABILITY**

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

#### **24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS**

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **25. ELECTRONIC SIGNATURES.**

**Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.**

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

**CITY OF NORTH PLATTE, NEBRASKA**

**CSG FORTE PAYMENTS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A DEFINITIONS**

**ACH Network.** “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

**Acquirer.** “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

**Affiliate.** “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

**Agent.** “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

**Authorization.** “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

**Business Banking Day.** “Business Banking Day” means Monday through Friday excluding banking holidays.

**Confidential Information.** “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

**Consumer.** “Consumer” means the individual end users, Constituents of AGENCY.

**CPA.** “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

**Chargeback.** “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

**Credit Entry.** “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

**Debit Entry.** “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

**Laws.** “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

**Merchant.** “Merchant” means AGENCY.

**NACHA.** “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI.** “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator.** “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

**Payment Network.** “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

**Payment Network Resources:**

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: [www.nacha.org](http://www.nacha.org)

**PCI-DSS.** “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

**Personally Identifiable Information or PII.** “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

**RDFI.** “RDFI” or “Receiving Depository Financial Institution” means the financial institution that



receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver.** “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve.** “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

**Rules.** “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

**Settlement Account.** “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

**Settlement Entry.** “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

**Transaction.** “Transaction” means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users.** “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.



**APPENDIX B**  
**ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES**

**1. Representation by Agency.** Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

**2. Use of Services.**

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

**3. Retention of Data.** AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

**APPENDIX C**  
**ACCOUNT UPDATER SERVICES**

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
  
2. **Agency Requirements for Account Updater Participation.**
  - a. AGENCY must be properly established and registered in the United States.
  - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
  - c. AGENCY must be in compliance with all Card Association Operating Regulations.
  - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
  - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
  - f. AGENCY must not submit inquiries on behalf of any other entity.
  - g. AGENCY assumes all risks associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

**APPENDIX D**  
**AMERICAN EXPRESS CARD ACCEPTANCE**

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.



- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third-party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

**APPENDIX E**  
**INFORMATION SECURITY REQUIREMENTS**

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
  - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
  - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
  - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
  - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
  - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
  - a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
  - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
  - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
  - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.



**SCHEDULE 1**

**PRICING FEE SCHEDULE**  
(City of North Platte, NE)

**1. Service (Convenience) Fee Pricing Option:**

- a) **MasterCard, Visa, Discover and American Express cards**  
2.95% of the payment amount with a minimum fee of \$1.95 based upon volume.
- b) **Electronic check – online WEB and IVR Payments**  
(Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.25 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.25 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.25 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.25 w/Verification	Per Transaction

**2. Absorbed Pricing Option:  
Emerging Market and Public-Sector Rate Structure**

Processing Costs:	Fees	Frequency
<b>Option 1. Visa, MasterCard, Discover, American Express</b>	2.95% + \$0.10	Per Transaction
<b>Option 2. Visa, MasterCard, Discover</b>	*Pass Thru pricing + \$0.20 + 40bpts*	Per Transaction
<b>Option 2. American Express</b>	*Pass Thru pricing + \$0.20	Per Transaction
<b>Account Updater (Optional)</b>	\$0.35	Per Transaction
<b>Account Updater (Optional)</b>	\$25.00	Per Month
<b>Forte Protect (End-2-End Encryption)</b>	\$0.10	Per Transaction
<b>Forte Protect (Key Injection)</b>	\$25.00	One Time Per Device
<b>Credit Card Chargeback Fee</b>	\$25.00	Per Chargeback
<b>Batch Fee</b>	\$0.25	Per Batch - Waived
<b>ACH Fee-debits/credits</b>	\$0.55 with Forte Validate	Per Transaction
<b>ACH Return Fee</b>	\$2.00	Per Return
<b>Monthly Fee</b>	\$5.00	Per Month Per Merchant Account
<b>Manual Billing (single bill for multiple merchant accounts)</b>	\$50.00	Per Month




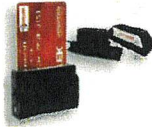
\* Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Interchange “pass through pricing” allows the actual cost of the credit card processing (\*interchange fees & assessments) to be passed directly through to AGENCY.

Forte's fees include: Total volume processed multiplied by bpts  
 Total # of transactions processed by per item fee.

**3. Gateway Only Pricing Option:**

Fee Description	Fee	Frequency
<b>Forte Gateway Fee</b>	\$0.15	Per
<b>Monthly Gateway Fee</b>	\$19.95	Per Merchant

**4. Equipment Pricing:**

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo		\$155.00 per device plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$190.00 per device with docking station plus shipping

**CITY COUNCIL AGENDA  
ITEM NO. 1H**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE:** Village Park Flats First Subdivision, Judy Clark, Planning Administrator

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:**

Application by Blue Sky Development for Village Park Flats First Subdivision located on West A Street between Dixie Avenue and Pioneer Drive in a PR-3 Dwelling District on property described as Block 3, Lakeview First Subdivision, North Platte, Lincoln County, Nebraska.

The subdivision will split one parcel into 56 lots for phase one and at completion the entire development will consist of approximately 130 lots.

Infrastructure will be installed at the owner's expense and according to city specifications.

On April 23, 2024, the City Planning Commission unanimously made a recommendation for preliminary and final approval of Village Park Flats First Subdivision.

Planning Staff has no objections to approval of Village Park Flats First Subdivision.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

None

**WHY THIS ITEM IS BEFORE THE COUNCIL:**

North Platte City Code of Ordinances §155.067 requires subdivisions to be approved by the City Council.

**ACTION REQUIRED AT THIS COUNCIL MEETING:**

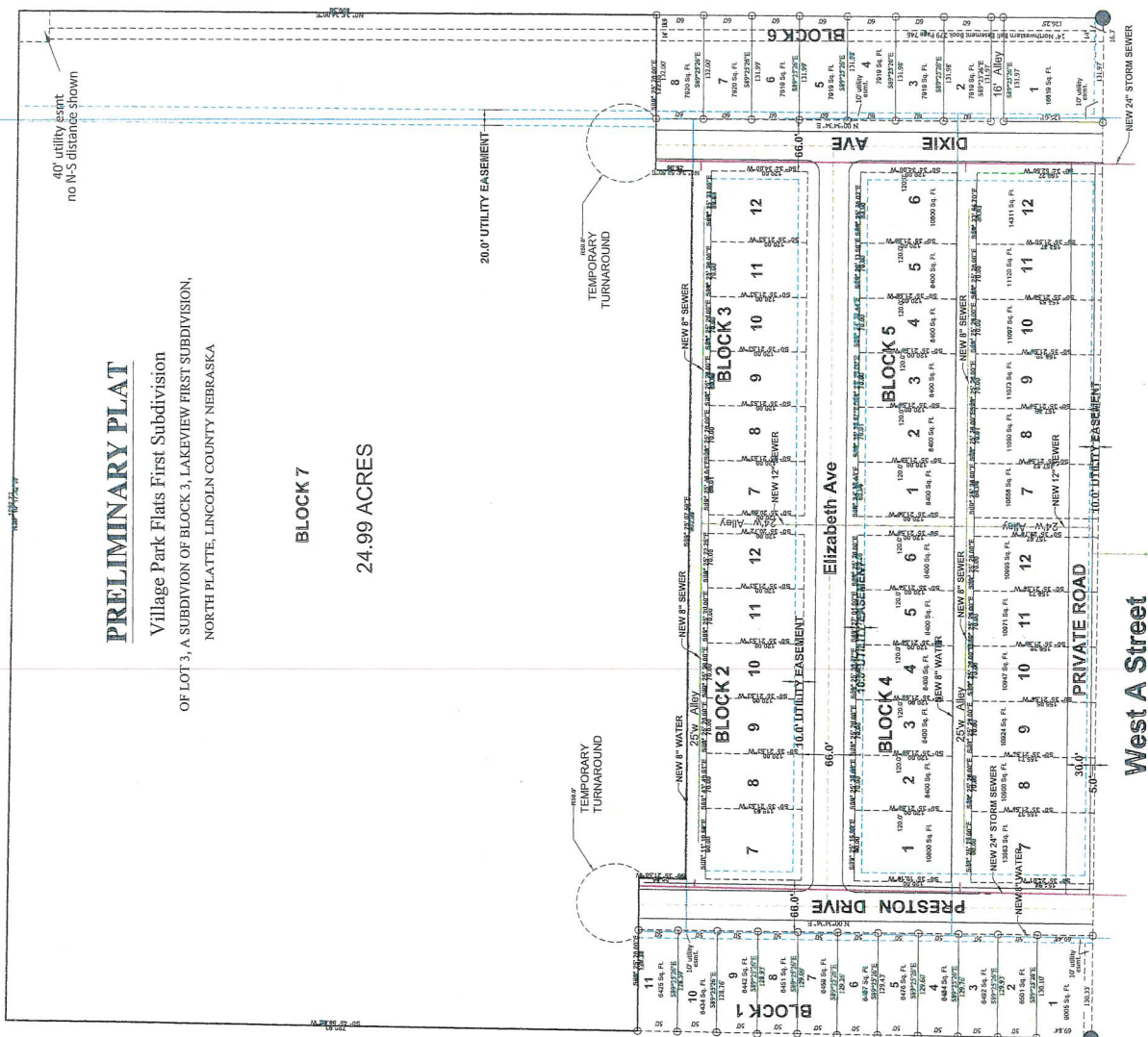
Preliminary and Final approval of Village Park Flats First Subdivision.

**PROPOSED MOTION:**

"I move to adopt the recommendation by the City Planning Commission for preliminary and final approval of Village Park Flats First Subdivision."

**PRELIMINARY PLAT**  
Village Park Flats First Subdivision  
OF LOT 3, A SUBDIVISION OF BLOCK 3, LAKEVIEW FIRST SUBDIVISION,  
NORTH PLATTE, LINCOLN COUNTY, NEBRASKA

**BLOCK 7**  
24.99 ACRES



**LEGEND**

	EXISTING CONCRETE
	EXISTING ASPHALT
	EXISTING WATER LINE
	EXISTING SANITARY SEWER
	PROPERTY LINE
	EASEMENT
	NEW WATER
	NEW SANITARY SEWER
	NEW STORM SEWER
	NEW MANHOLE

- NOTES:**
- THE OWNER HEREBY NOTES THAT THE LAND IS ZONED DP1, PLANNED DEVELOPMENT. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NORTH PLATTE ORDINANCES.
  - ALL SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NORTH PLATTE ORDINANCES.
  - ALL STORM WATER DRAINAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NORTH PLATTE ORDINANCES AND CITY STORM WATER MANAGEMENT PLANS. ALL LOTS TO DRAIN TO CITY STREETS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NORTH PLATTE ORDINANCES AND CITY STORM WATER MANAGEMENT PLANS.
  - ALL EASEMENTS SHOWN ON THE FOREGOING PLAT ARE GRANTED FOR THE EXCLUSIVE USE OF PUBLIC UTILITIES AND SHALL BE FREE OF ANY STRUCTURES OR PERMANENT FIXTURES THAT MAY OBSTRUCT PRESENT OR FUTURE UTILITIES.
  - DIXIE AVE AS WELL AS ALLEYS ON THE FOREGOING PLAT TO THE PUBLIC USE AND BENEFIT FOR STREET/ALLEY RIGHT-OF-WAY.
  - THE OWNER HEREBY DEDICATES PRESTON DRIVE, REAGAN AVE, AND WEST A STREET TO THE CITY OF NORTH PLATTE, NEBRASKA.
  - ALL LOTS WILL DRAIN TO DETENTION AND/OR STREETS/ALLEYS.

# Village Park Flats First Subdivision of Block 3, Lakeview First Subdivision, North Platte, Lincoln County, Nebraska

State of Nebraska  
County of Lincoln SS  
Village Park Flats First Subdivision, a subdivision of Block 3,  
Lakeview First Subdivision to North Platte, Lincoln County,  
Nebraska as it is shown on the foregoing plat and described in the  
accompanying plat and the minutes of the undersigned who is the sole owner  
and proprietor of the land included therein and shall be known as  
Village Park Flats First Subdivision, North Platte, Lincoln County,  
Nebraska.

- All lots shall connect to City of North Platte sanitary sewer and water supply systems.
- All sidewalks will be constructed in accordance with the City of North Platte sidewalk ordinance.
- All storm water management and maintenance shall be in accordance with City Engineering and city storm water management plans.
- All easements shown on the plat are granted for the exclusive use of public utilities and shall be kept free of structures or permanent fixtures that may obstruct present and future use of the easements.
- The owner hereby dedicates Elizabeth Avenue, Preston Drive, and Dixie Avenue and Alleys as shown on the foregoing plat to the public use and benefit, for street right-of-way purposes.

Blue Sky Development, L.L.C.  
Brian Hall, Member

State of Nebraska  
County of \_\_\_\_\_ SS

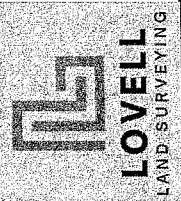
This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Brian Hall, Member of Blue Sky Development, L.L.C.

My commission expires \_\_\_\_\_

Notary Public

I hereby certify that the foregoing plat, completed in compliance with the requirements of the ordinances of the City of North Platte (dated 1996), has been reviewed by the City of North Platte planning office, and complies with the subdivision laws of the State of Nebraska, relative to the surveying, dividing, and mapping of land, that the plat represents a survey made under my direction, and that all monuments indicated thereon exist in the location, size, and material shown. Said plat is true and correct to the best of my knowledge and belief.

Registered Land Surveyor  
Nebr. Reg. No. 635



State of Nebraska  
County of Lincoln SS  
This is to certify that the foregoing plat was presented to the Planning Commission of the City of North Platte, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and was approved and accepted on the date.

See City Records Volume \_\_\_\_\_ Page \_\_\_\_\_

Chairman

State of Nebraska  
County of Lincoln SS  
City of North Platte  
This is to certify that the foregoing plat was presented to the Mayor and City Council at their meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and was approved and accepted on the date.

See City Records Volume \_\_\_\_\_ Page \_\_\_\_\_

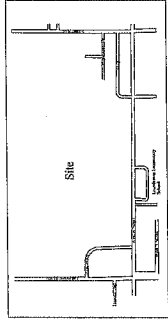
City Clerk

State of Nebraska  
County of Lincoln SS  
City of North Platte  
This is to certify that all improvements marked by North Platte and are hereby approved and accepted as shown on the foregoing plat this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Engineer

The Lincoln County Surveyor has reviewed the foregoing plat on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

County Surveyor



Situation Sketch

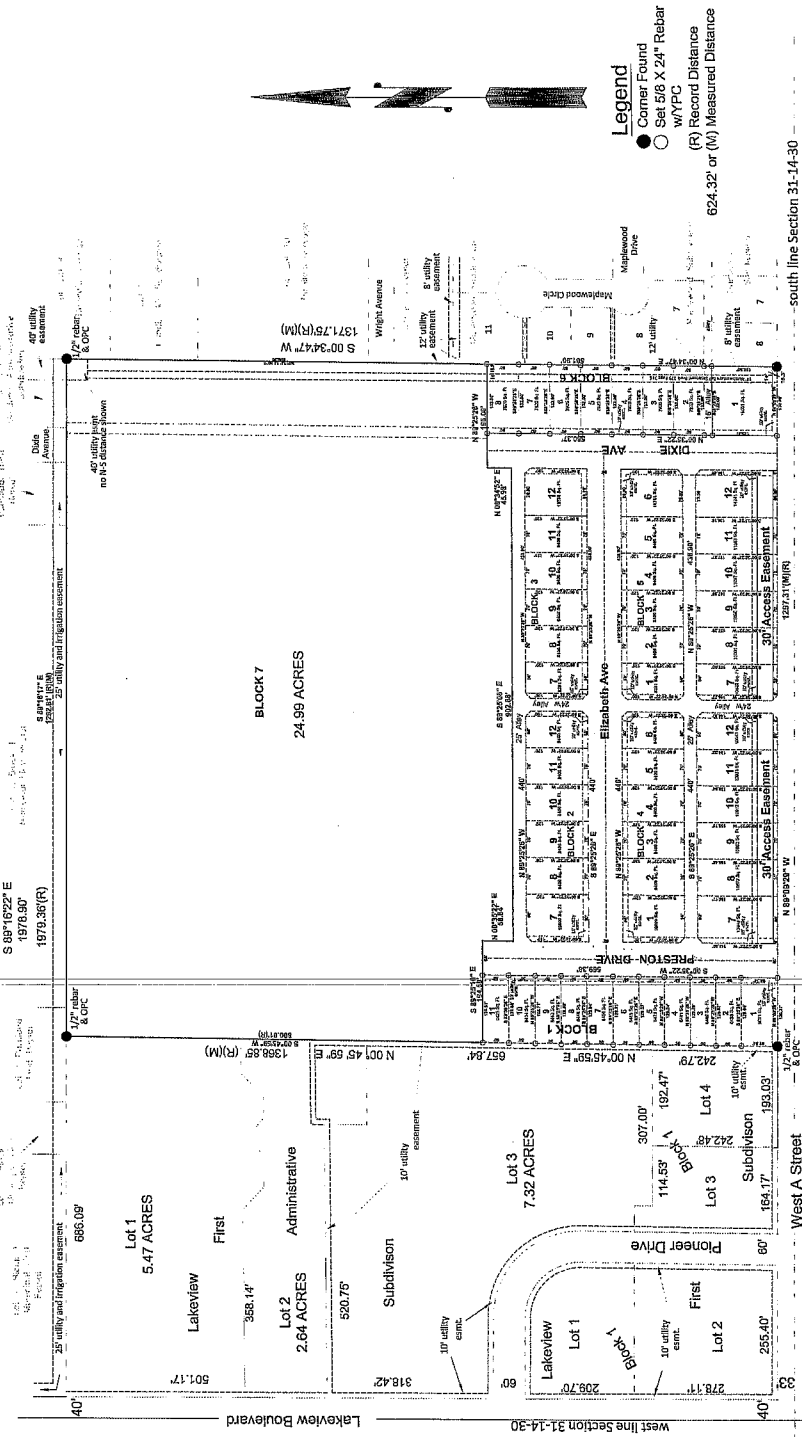
State of Nebraska  
County of Lincoln SS  
Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ AM.  
See Cabinet \_\_\_\_\_ Slide \_\_\_\_\_  
Lincoln County Register of Deeds

Village Park Flats First Subdivision  
of Block 3, Lakeview First Subdivision,  
North Platte, Lincoln County,  
Nebraska

LOVELL LAND SURVEYING  
210 West 5th Street North Platte, NE 69101  
phone: (308) 532-1819 fax: (308) 532-3887  
lls635@outlook.com

DRN BY \_\_\_\_\_ CGL  
DATE 4/12/2024  
SCALE AS SHOWN

SHEET  
1 of 1



Legend  
● Corner Found  
○ Set 5/8 X 24" Rebar w/PC  
(F) Record Distance  
(M) Measured Distance  
624.32 or (M) Measured Distance

---south line section 31-14-30---

**CITY COUNCIL AGENDA  
ITEM NO. 2**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE: Accept bids and award contract for one (1) 2024 four-wheel drive loader, Steve Mentzer, Public Service Director**

**SESSION TYPE:**

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

**EXECUTIVE SUMMARY:** Accept bids and award contract for one (1) 2024 four-wheel drive loader with full cab and high lift boom to Murphy Tractor and Equipment Company for their low bid of \$262,000 and authorize the Mayor to sign all documents for the city.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

- N/A

**WHY THIS ITEM IS BEFORE THE COUNCIL:** We opened bids for one (1) 2023 or 2024 four-wheel drive loader. Three bids were received as follows.

1. Titan Machinery, Case 721G wheel loader with high lift at \$268,000; delivery date July 15, 2024.
2. Murphy Tractor and Equipment Company, John Deere 624 P-Tier wheel loader with high lift at \$262,000; delivery is 2-4 weeks in stock.
3. NMC CAT for Cat 938 wheel loader with high lift at \$272,050; delivery date is 3-6 months.

We are, therefore, recommending that the bid for one (1) 2024 John Deere 624 P-Tier wheel loader with high lift be awarded to Murphy Tractor and Equipment Company and authorize the Mayor to sign all documents for the city.

**ACTION REQUIRED AT THIS COUNCIL MEETING:**

**PROPOSED MOTION:** "I move to authorize and approve the bid for one (1) 2024 John Deere 624 P-Tier wheel loader with high lift be awarded to Murphy Tractor & Equipment for the low bid of \$262,000 and authorize the Mayor to sign all documents for the city."

**2023 OR 2024 FOUR-WHEEL DRIVE LOADER  
with FULL CAB and HIGH LIFT BOOM  
BID TAB**

BIDDING FIRM	BASE COST	TRADE-IN ALLOWANCE	TOTAL COST
Murphy Tractor & Equipment Attn: John Webster 3701 S Jeffers North Platte, NE 69101 308-534-7020 <a href="mailto:jwebster@murphytractor.com">jwebster@murphytractor.com</a>	\$276,000	\$13,000	\$262,000
NMC Attn: Gregg O'Brien 3501 S Jeffers Street North Platte, NE 69101 308-530-1670 <a href="mailto:greggobrien@nmccat.com">greggobrien@nmccat.com</a>	\$293,200	\$21,050	\$272,050
Titan Machinery Attn: Mike Winter 3211 Rodeo Road North Platte, NE 69101 308-532-6571 <a href="mailto:mike.winter@titanmachinery.com">mike.winter@titanmachinery.com</a>	\$278,000	\$10,000	\$268,000



PROPOSAL FORM

Honorable Mayor and City Council  
211 West Third Street  
North Platte, Nebraska 69101

The undersigned having become familiar with all conditions affecting cost and with the specifications on file, hereby propose to furnish ONE (1) 2023 or 2024 NEW FOUR-WHEEL DRIVE LOADER with FULL CAB and HIGH LIFT BOOM for use by the City of North Platte, Nebraska, Public Service Department.

All in accordance with the specifications prepared by the City issued thereto for the sums set forth in the following schedule.

LINE #1  
BASE COST - ONE (1) 2023 or 2024 NEW FOUR-WHEEL DRIVE LOADER with  
FULL CAB and HIGH LIFT BOOM IN ACCORDANCE  
WITH SPECIFICATIONS \$ 276,000

LINE #2  
TRADE-IN ALLOWANCE - one (1) 1993 Caterpillar Loader, Model #IT18F,  
Serial #6ZF146 \$ 13,000

LINE #3  
TOTAL PAYMENT  
LESS TRADE-IN ALLOWANCE (LINE #1) \$ 262,000

EXPECTED ARRIVAL DATE OF LOADER: 2-4 weeks in stock

If bid is awarded by the Mayor and Council to the Undersigned bidder for this proposal, this document, including notice to bidders and specifications, when signed by the Mayor of North Platte, along with the accepted documents shall serve as the contract between the City of North Platte and the bidder.

\_\_\_\_\_  
Date

John L. Webster Murphy Tractor  
Signature of Bidder Company Name

John L. Webster 308-520-2484  
Printed Name of Bidder Bidder's Phone Number

\_\_\_\_\_  
Signature of Mayor



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE:** Industrial Wastewater Plant Earthwork Bid, Burklund, City Engineer

SESSION TYPE:

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

EXECUTIVE SUMMARY:

The City is leading the construction of the Industrial Wastewater Plant. The plant is necessary for Sustainable Beef; the Grant requires the City do the construction of the plant.

**Due to the timeline, after we receive the bids on May 6, 2024, the information will be furnished to City Council.**

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- August 1, 2023, Rice Lake West was selected for Construction Manager at Risk

WHY THIS ITEM IS BEFORE THE COUNCIL:

As part of the \$20 million ARPA grant, the City of North Platte is required to own and build the Industrial Wastewater Treatment Plant associated with Sustainable Beef.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Approve selection of earthwork contractor and allow the Mayor to negotiate and execute contracts.

PROPOSED MOTION:

“I move to approve the selection of \_\_\_\_\_ for Earthwork for the Industrial Wastewater Treatment Plant and authorize the Mayor to negotiate and execute contracts.”



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT**

**April 2, 2024**

**AGENDA ITEM TITLE:** MicroTIF Application, Judy Clark, Planning Administrator

SESSION TYPE:

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

EXECUTIVE SUMMARY:

Application by Lincoln County Community Development Corporation for approval of a MicroTif project located at 708 South McCabe Avenue on property described as Lot 2, Block 4, Bratt Goodman Addition to the City of North Platte, Lincoln County, Nebraska.

The MicroTif project includes construction of a single-family dwelling on a vacant lot.

According to Nebraska Revised State Statutes §18-2155, expedited review of redevelopment projects is allowed providing the projects meet the following criteria:

1. The redevelopment plan includes only one project;
2. The redevelopment project is located within a substandard and blighted area that has been within the corporate limits of the city for at least sixty years and:
  - a. Involves the repair, rehabilitation, or replacement of an existing structure; or
  - b. Involves the redevelopment of a vacant lot that has been platted for at least sixty years;
3. The redevelopment project is located in a county with population of less than 100,000 inhabitants; and
4. The assessed value of the property within the redevelopment area when the project is complete is estimated to be no more than:
  - a. \$350,000 for a project involving a single-family residential structure;
  - b. \$1.5 million for a project involving a multi-family residential or commercial structure;
  - c. \$10 million for a project involving the revitalization of a structure included in the National Register of Historic Places.

The application is attached for your review.

The application has met all the following criteria: The property involves only one project, redevelopment of a vacant lot that has been platted for at least sixty years, has been in the corporate limits for at least sixty years and is located within an extremely substandard and blighted area. The project is within a county of less than 100,000 inhabitants and the assessed value of the property when complete is estimated to be less than \$350,000 for a project involving a single-family residential structure. Planning Staff has no objection to approval of the MicroTIF project.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

None

**WHY THIS ITEM IS BEFORE THE COUNCIL:**

On August 3, 2021 the North Platte City Council passed a resolution allowing for expedited reviews and requiring City Council review and approval of MicroTif project applications, and on February 6, 2024 the North Platte City Council passed a resolution amending expedited reviews according to newly revised Nebraska State Statutes.

**ACTION REQUIRED AT THIS COUNCIL MEETING:**

Review and consider adopting a resolution to approve the MicroTif project application.

**PROPOSED MOTION:**

“I move to adopt a resolution to approve a MicroTif project for Lincoln County Community Development Corporation for redevelopment of a vacant lot located at 708 South McCabe Avenue.”

## RESOLUTION

### CITY OF NORTH PLATTE, NEBRASKA

#### **A RESOLUTION APPROVING AN APPLICATION OF EXPEDITED REVIEW (MICROTIF) BY THE CITY OF NORTH PLATTE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the City of North Platte has authorized the expedited review of redevelopment plans by resolution duly passed, pursuant to the Neb. Rev. Stat. §18-2155; and

**WHEREAS**, The North Platte City Council has reviewed the application submitted by Lincoln County Community Development Corporation pursuant to the Nebraska Community Development Law, Chapter 12, Article 21, reissue Revised Statutes of Nebraska, as amended (the "Act"); and

**WHEREAS**, the North Platte City Council confirmed the following findings:

- The redevelopment plan includes only one project;
- The project is located within a substandard and blighted area that has been within the corporate limits of the city for at least sixty years and;
  - Involves the repair, rehabilitation, or replacement of an existing structure; or
  - Involves the redevelopment of a vacant lot that has been platted for at least sixty years;
- The project is located in a county with a population of less than 100,000 inhabitants; and
- The assessed value of the property within the project area when the project is complete is estimated to be no more than:
  - \$350,000 for a project involving a single-family residential structure;
  - \$1.5 million for a project involving a multi-family residential or commercial structure;
  - \$10 million for a project involving the revitalization of a structure included in the National Register of Historic Places.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH PLATTE AS FOLLOWS:**

**Section 1.** The North Platte City Council hereby approves the redevelopment plan submitted by Lincoln County Community Development Corporation for the property located at 708 South McCabe Avenue, North Platte, Nebraska.

**Section 2.** The redevelopment plan meets the requirements of subsection (2) of Neb. Rev. Stat. §18-2155.

**Section 3.** Approval of the redevelopment plan does not exceed the annual limit established by the City of North Platte.

**Section 4.** The redevelopment plan is consistent with the City of North Platte's Comprehensive Development Plan.

**Section 5.** All prior resolutions of the City of North Platte in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 6.** This resolution shall be in full force and effect from and after its passage as provided by law.

**DATED:** May 7, 2024

**CITY OF NORTH PLATTE,  
NEBRASKA**

ATTEST:

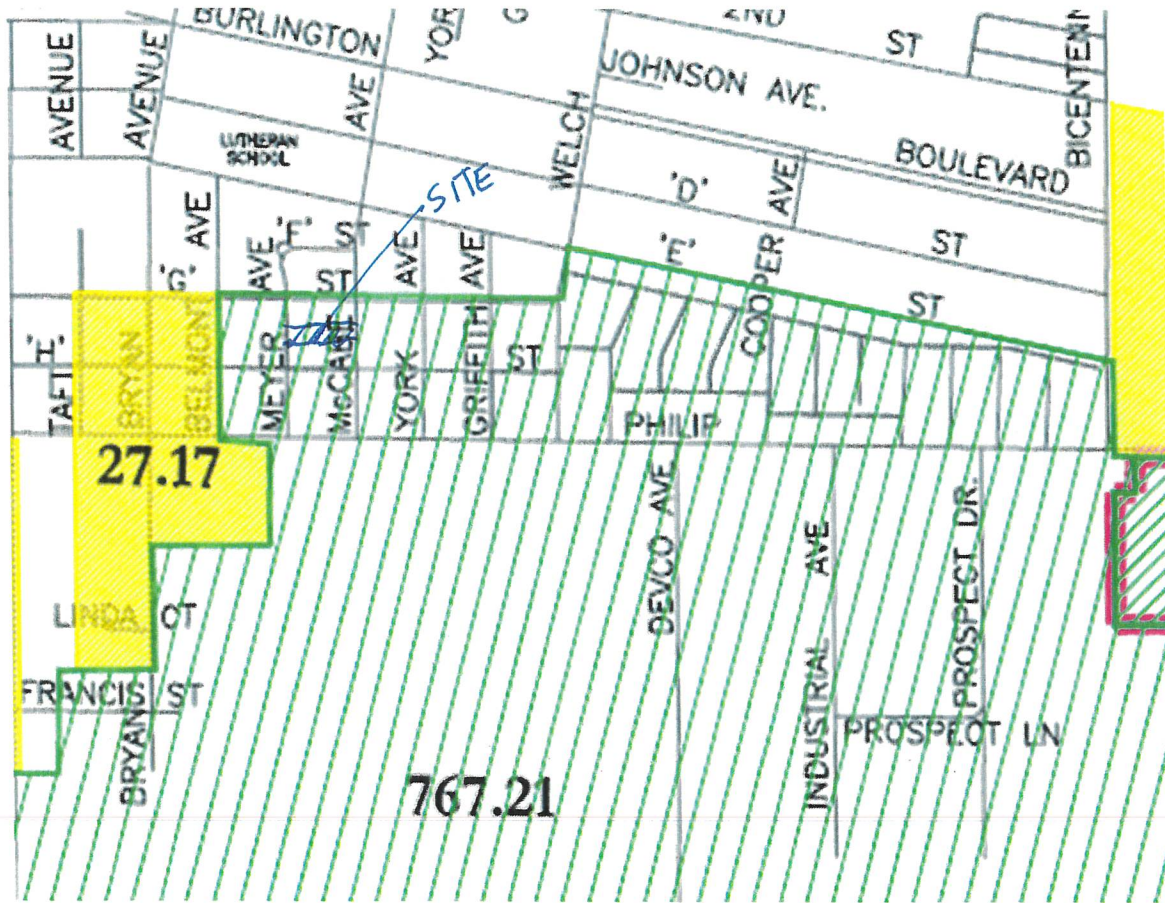
By: \_\_\_\_\_  
Brandon Kelliher, Mayor

By: \_\_\_\_\_  
City Clerk/Deputy Clerk

(SEAL)



# Redevelopment Area Map 2024





# Application for Expedited Review of Community Redevelopment Plan Tax Increment Financing (TIF) Project

For Official Use

Date Received

4-22-2024

Date of Review

5-7-2024

Approved  Denied

County Name <b>Lincoln County Nebraska</b>	City <b>North Platte</b>
Redeveloper (Owner) <b>Lincoln County Community Development</b>	
Redevelopment Project Name <b>708 South McCabe Micro-TIF Project</b>	
Parcel Number <b>0009565.00</b>	
Application Date of the Expedited Redevelopment <b>April 22, 2024</b>	

1. What are the existing uses and conditions of the property within the redevelopment project area? This is an empty lot set in a fully developed area. Surrounding this property are a rental unit and a single-family home.

2. What are the proposed uses of the property within the redevelopment project area?  
**New Construction Affordable rental project.**

3a. Has the structure been within the corporate limits of the city for at least sixty years? **Yes**  No


3b. If the project includes the redevelopment of a vacant lot that is within the corporate limits of the city, has that lot been platted for at least sixty years? **Yes**  No

4. What is the current assessed value of the property within the redevelopment project area?  
**\$15,110.00**

5. What the increase in the assessed value of the property within the redevelopment project area that is estimated to occur as a result of the redevelopment project?  
**\$293,000.00**

6. Will the redevelopment project be financed in whole or in part through the division of taxes as provided in section 18-2147? Yes  **No**

7. What are the agreed-upon costs of the redevelopment project?  
**\$ 293,000.00**

 4/20/24  
Redeveloper's Signature Date

**Upon completion of this form, the redeveloper must provide the original  
to the City or Community Redevelopment Authority.**

*(see form instructions on reverse)*



## City of North Platte MicroTIF Supplemental Application Form

Please fill out the following information as a supplement to the application for expedited review of community redevelopment plan tax increment financing (TIF) project. Both applications are required when submitting a MicroTIF project.

Property Owner Name: Lincoln County Community Development Corp.  
Property Owner Mailing Address: PO Box 1413, North Platte, NE 69108  
Property Owner Contact Phone Number: 308.534.5095  
Property Owner Email Address (optional): erin.anderson@lincolncountyhousing.org  
Which is your preferred method of communication (indicate phone, email or mailing address):  
email by phone (cell) 308.502.5316 or text

Is the property in a designated blighted and substandard area: yes

Please provide a summary of the project activities: See attached

Please list estimated itemized costs of the project: See attached

**Lincoln County Community Development**

PO Box 1413

North Platte, Nebraska 69101

308-534-5095

# Micro TIF Application

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## Project description

LCCDC plans to construct an affordable duplex without compromising its quality. Our expertise lies in designing, developing, and building affordable duplexes that cater to unique requirements and budgets. We aim to offer residents a budget-friendly family living experience. These are the project activities that LCCDC will undertake.

## Estimated Costs

LCCDC will develop and build one 1800-square-foot duplex with two bedrooms and one bathroom in each unit. The cost to build this duplex will be \$293,000.00.

Erin Anderson

Executive Director

LCCDC

[Erin.anderson@lincolncountyhousing.org](mailto:Erin.anderson@lincolncountyhousing.org)



220 N Dewey St  
PO Box 1413  
North Platte, NE 69103  
(308) 534-5095

Erin.anderson@lincolncountyhousing.org

### Scop of Work Description

---

Lincoln County Community Development Corporation (LCCDC), a non-profit affordable housing corporation, will build **one or two duplexes at 708 South McCabe, North Platte, NE. The duplex will be 1,800 square feet and contain two 900-square-foot living units.**

The City of North Platte requires all Building Permits for LCCDC; however, it exempts LCCDC from building permit fees. LCCDC has the building permit and will provide a copy to the contractor.

#### **Scope of Work**

- 1. Floor Plan**
- 2. New Electrical Service**
- 3. New Plumbing, including water and sewer**
- 4. Roof Shingle to be Atlas Stormmaster Shake Weathered Wood (or equal material)**
- 5. Gutters**
- 6. Siding, Soffit and Fascia**
  - a. Siding color is to be determined by LCCDC**
- 7. Windows and Doors**
- 8. Furnace/Central Air Conditioning**
- 9. Insulation**
- 10. Interior finish – Drywall/Trim/Paint/Flooring/Cabinets/Countertop**
  - a. Colors is to be determined by LCCDC**
- 11. Exits**



## **1. Floor Plan**

Plans are provided for two single-story duplexes. Each duplex contains two residential living units, each consisting of two (2) bedrooms, one (1) bathroom, kitchen, laundry room, and living room. Parking is shown on the site plan. Construction is to include a floor truss design capable of accommodating ductwork.

### **1a. Foundation**

The ground must be appropriately treated for termites. The foundation will be slab on grade, with ductwork in the attic allowed. (see Furnace/Central Air Conditioning).

The slab edge must be insulated from the top of the slab down two feet or from the top of the slab down to the bottom of the slab and then horizontally two feet, using board insulation with an R5. This insulation must be continuous around the house and separate the house from the porch slab.

## **2. Electrical**

Provide appropriate materials and labor to connect service and breaker box to the premises. Provide materials and labor to install GFCI receptacles in the kitchen and bathroom; install necessary receptacles for laundry area, furnace and water heater, phone/ cable/internet; install range hood and bathroom vent, including proper ventilation to meet code; install light fixtures throughout the premises. All electrical materials shall be new and UL approved and/or National Electrical Code rated and approved by the State Electrical Inspector. All wiring must be done in accordance with local and State of Nebraska Electrical requirements. Receptacles shall be 125 volt, grounding type, 20 amp with #12 wire for kitchen, dining area and house panel circuits. Other areas may be 15 amp with #14 wire, if allowable by code. Ground fault circuits shall be installed for receptacle outlets outdoors, in the kitchen and in bathrooms. Seal all penetrations to the attic and exterior.

### **2a. Smoke detectors**

Smoke detectors on all levels of the home must be wired directly into a battery-backup electrical system, and carbon monoxide detectors must be installed to meet the current code.

## **3. Plumbing**

Provide appropriate materials and labor to connect water and sewer services to premises. Provide materials and labor for all plumbing to the premises, including garbage disposal and two exterior hose bibs. All plumbing work shall be done in accordance with state and local building codes. Water lines must be properly sized for adequate water pressure. Sewer/drain lines must have a proper drainage slope of ¼ inch per foot and shall consist of PVC sewer/drain tubing. All PVC fittings, elbows and sewer/drain lines shall be glued with PVC glue. All plumbing fixtures in bath and kitchen must have both cold and hot water. Seal all penetrations to attic and exterior.

### **3a. Water Heating**

Install electric water heater with a minimum 0.9 efficiency. The size of the water heater will be determined by the calculated load of demand for the family size and requirements. Safety overflow on all water heaters are required to be 6" above the floor.

#### **4. Roofing**

All roofs need to have a minimum of three (3) roof vents or two (2) gable vents for proper venting requirements. Asphalt shingles must have a minimum of 30 year warranty and be used in accordance with the manufacturer's recommendations for proper insulation. Tar paper must be 30# felt and applied in accordance with the manufacturer's specifications. Roof sheeting must be properly fastened.

#### **5. Gutters**

Provide pre-finished white 5" seamless metal gutters. Down spouts must have extensions of 3 feet from the foundation for proper water drainage. Gutters must be installed for proper water removal.

#### **6. Siding**

Install new prefinished lap siding, soffits, fascia and wrap all windows/doors with permanent aluminum trim coil. The minimum requirements for insulation are 1", R5 insulation board and housewrap and 7/16 OSB along with 2/6 walls and R21 cavity insulation. Installation of the siding shall be done in accordance with the manufacturer's recommendations. All trim around doors and windows must be properly caulked and sealed. Siding thickness must be .040 inches or more. Generally, all exterior areas of the premises must be wrapped with trim coil or have siding applied. All exceptions must be disclosed at the time of bidding. Color of the siding is to be determined by LCCDC.

#### **7. Windows**

The minimum requirements for windows shall be NFRC-tested, double pane, soft coat Low-E argon gas filled with a maximum NFRC rated U-value of 0.27. Windows shall have vinyl or wood frames, or metal with a thermal break. Windows shall be installed properly in a sound frame opening and shimmed accordingly so the window opens and closes correctly. All operational windows must have a lockable latch. Foam insulation must be installed between the replacement window and existing jamb. Windows are to be caulked and sealed properly. All windows shall be supplied with a screen covering at least 50% of the window area.

#### **7A. Exterior Doors**

All exterior doors shall be insulated core metal door with adjustable threshold and may include partial glass. Doors must have maximum NFRC rated U-value of 0.27. Exterior doors shall be installed properly in a sound frame opening. All trim work is to be completed. All exterior doors must include a safe and secure door lock. Doors shall be properly shimmed and installed so the door does not drag or hang up on the jamb or flooring. All doors must be finished with one primer coat and a minimum of one finish coat of white paint on all six sides of the door.

#### **8. Furnace/Central Air Conditioning**

Provide necessary materials and labor to install a new electric furnace and central air conditioner. All furnace unit and air conditioning unit installation shall be done in accordance with the manufacturing recommendations, and include necessary duct work and other amenities. Condensate line shall be run to drain.

All heating, ventilating and air conditioning systems must be properly sized according to the FLOOR PLANS, these work specifications and REScheck documents included. Electric furnace must be no larger than 45,000 Btuh or equivalent. Heat Pumps must be 7.8 HSPF. The minimum



requirement for heat pump units is SEER-14. Air conditioner or heat pump must be no larger than 1.5 ton or smaller, down to a minimum 8,000 btuh, based on our Manual J load calculation. Supply and Return Air ducts must be sealed with a UL-181 rated tape or mastic.

*NOTE: Supply ductwork will be installed in the dwelling unit with ceilings dropped in hallway to allow for this – ductwork should be moved OUT of the attic per Energy Code requirements.*

## **9. Insulation**

Insulation must be professionally installed throughout the entire premises in accordance with the 2009 IECC requirements and with the following guidelines and certified by installer.

Attic	R-44 (Note: Attic insulation must be installed evenly)
Walls	R-21 + R-5 continuous
Floors	R-30

## **10. Interior Finish**

Walls shall be finished with one coat primer and two coats of paint. Color to be determined by LCCDC.

### **10a. Flooring**

Install new vinyl plank or linoleum flooring in living room, kitchen, hallway, bathroom, and laundry room. Install new carpet in bedrooms and closets. Colors to be chosen by LCCDC.

## **11. Exits**

Construct adequate platform and steps for each exit. All stairways and steps of two (2) or more risers shall have at least one (1) handrail, and all stairways and steps which are five (5) feet or more in width, or which are open on both sides shall have a handrail on each side. All handrails shall be not less than 30" vertically above the nose of the stair treads and not less than 36" above the stairway platform. All platforms, which are 30" or more above grade, shall have protective railings not less than 36" in height above the platform level. Railing shall have a 4" spacing from center to center of spindles.

## **12. Site Work**

Remove all debris/trash from the crawl space and work site. Fill material shall be locally available topsoil. Fill is to be placed around the foundation walls below the siding and shall be uniformly sloped away from the foundation walls. Compaction is required and the surface shall be raked smooth, ready for seeding or sodding.


### **12a. Concrete Work**

All concrete work, including sidewalks and parking pad, shall be done properly and in accordance with all state and local codes. Fill dirt and proper grading is the responsibility of the contractor. The area affected by concrete work must allow for proper water drainage and be ready for seeding or sodding, if necessary.

GENERAL NOTES

NO.	REVISION/ISSUE	DATE

DESCRIPTION: ST-4-P


  
 Bledsoe Lumber Co.  
 3729 S. 4th  
 SPOKANE, IDAHO 83402

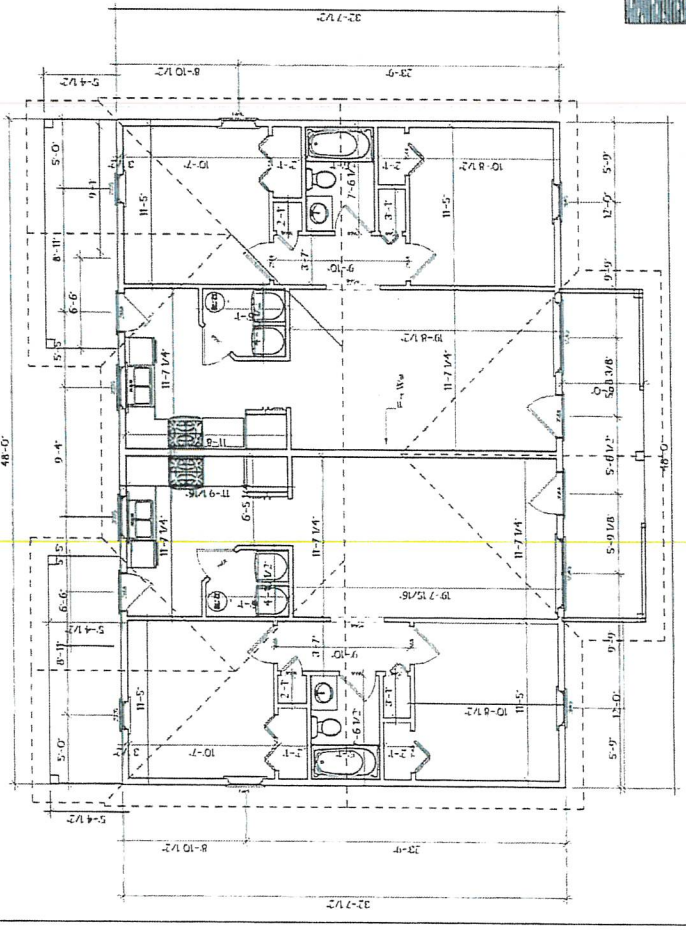
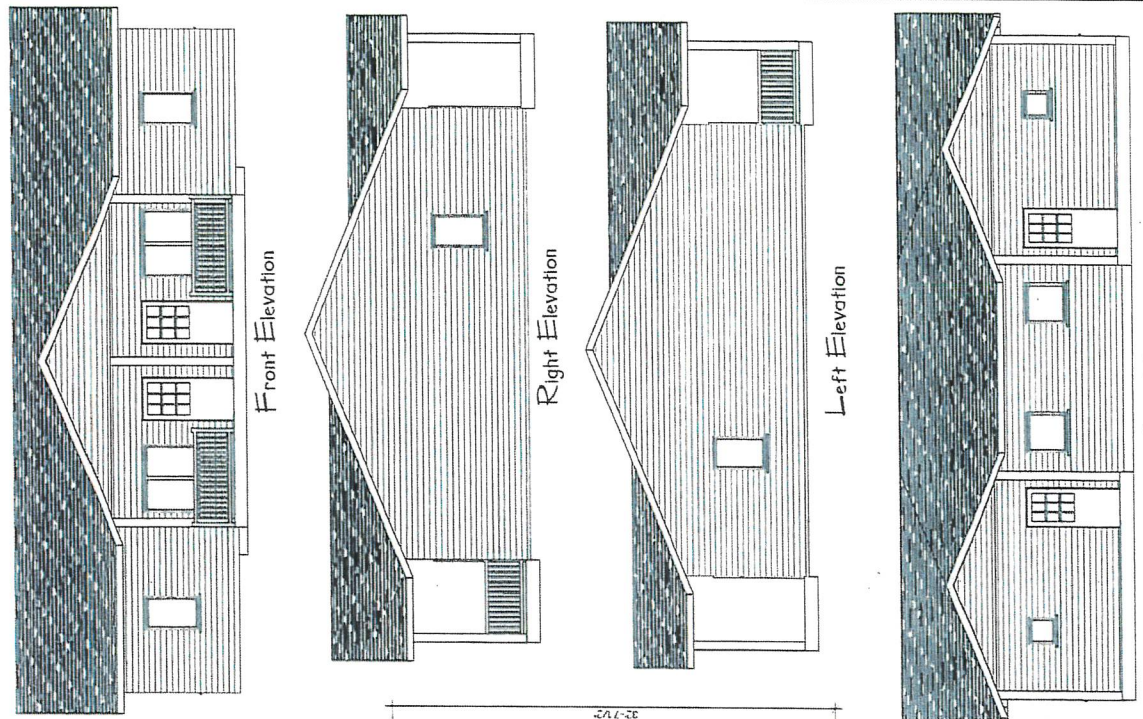
PROJECT NAME: LCCDC Duplex

CLIENT: LCCDC

DRAWING: FLOOR PLAN  
 SCALE: 1/4" = 1'-0"  
 DATE: 02/22/2008

DRAWN BY: [Blank]  
 CHECKED BY: [Blank]  
 APPROVED BY: [Blank]

SHEET: **A1**



<b>Division / Phase</b>	<b>Material</b>	<b>Labor</b>	<b>SubC</b>	<b>Other</b>	<b>Total</b>
Plans and Permits	0.00	0.00	0.00	0.00	0.00
Excavation	0.00	934.56	0.00	0.00	934.56
Concrete	8,394.43	7,500.10	0.00	0.00	15,894.53
Wall Framing	8,197.92	5,379.44	0.00	0.00	13,577.36
Roof Framing	12,555.00	5,715.00	0.00	0.00	18,270.00
Roofing, Flashing	5,997.20	3,691.50	0.00	0.00	9,688.70
Exterior Trim, Decks	1,791.44	1,474.00	0.00	0.00	3,265.44
Sidings	4,207.50	3,794.40	0.00	0.00	8,001.90
Doors and Trim	5,629.76	2,021.32	0.00	0.00	7,651.08
Windows and Trim	6,050.00	1,190.29	0.00	0.00	7,240.29
Plumbing	11,000.00	8,360.00	0.00	0.00	19,360.00
Heating and Cooling	11,000.00	4,840.00	0.00	0.00	15,840.00
Electrical	15,681.60	9,583.20	0.00	0.00	25,264.80
Insulation	2,515.68	2,101.44	0.00	0.00	4,617.12
Interior Walls	1,879.68	4,699.20	0.00	0.00	6,578.88
Ceiling Covering	696.96	1,742.40	0.00	0.00	2,439.36
Millwork, Trim	444.48	259.44	0.00	0.00	703.92
Kitchen Cabinets	9,900.00	2,469.18	0.00	0.00	12,369.18
Specialties	1,494.72	482.24	0.00	0.00	1,976.96
Floor Covering	4,931.66	2,586.87	0.00	0.00	7,518.53
Painting	1,818.92	4,628.86	0.00	0.00	6,447.78
Clean-up	0.00	1,455.74	0.00	0.00	1,455.74
<b>Overall Job Phase Total</b>	<b>114,186.95</b>	<b>74,909.18</b>	<b>0.00</b>	<b>0.00</b>	<b>189,096.13</b>
<b>Grand Total:</b>	<b>114,186.95</b>	<b>74,909.18</b>	<b>0.00</b>	<b>0.00</b>	<b>189,096.13</b>

LCCDC  
202 N Dewy St  
P O Box 1413  
North Platte NE 69101  
308-534 5090

*LCCDC Duplex*

10/5/2020

*Goodlife Homes & Home Improvements  
2129 W. Walker Rd.*

North Platte NE 69101  
308-534-7031

LOT INFO

Title Services of the Plains, LLC  
220 North Dewey  
North Platte, NE 69101

Purchaser Statement  
08/18/2022

File No: 67086-

Purchaser: Lincoln County Community Development Corporation  
PO Box 1413  
North Platte, NE 69103-1413

Seller: Tom Frick and Donita Werkmeister  
2021 West Leota  
North Platte, NE 69101

Property Address: Bratt Goodman Addition, Block 4, Lot 2, Lincoln County  
Property in Lincoln County  
North Platte, NE 69101

	Debits	Credits
County property taxes		\$85.40
Contract Sales Price	\$15,000.00	
Settlement or closing fee to Title Services of the Plains, LLC	\$75.00	
Title insurance to Title Services of the Plains, LLC	\$92.50	
Closing Protection Letter to Title Services of the Plains, LLC	\$12.50	
Recording Fees to Lincoln County Register of Deeds	\$16.00	
Sub-totals	\$15,196.00	\$85.40
Balance Due From Purchaser		\$15,110.60


By:

I/We hereby acknowledge receipt of this statement.

Lincoln County Community Development Corporation

Witness

By

  
Tracey Miles, President





2/26/2024

Lincoln County Assessor

Parcel Information	
<b>Parcel ID</b>	0009565.00
<b>Links</b>	<a href="#">Photo #1</a> <a href="#">Photo #2</a>
<b>Geo Code</b>	3055-03-0-00000-000-9565
<b>Neighborhood</b>	09-S9 - Residential
<b>Area #</b>	
<b>Current Owner</b>	LINCOLN COUNTY COMMUNITY DEVELOPMENT CORPORATION
<b>Mailing Address</b>	PO BOX 1413 NORTH PLATTE, NE 69103-1413
<b>Situs Address</b>	708 SO MC CABE AVE
<b>Tax District</b>	(003) 1- - - -TP
<b>School District</b>	6101 (NORTH PLATTE 1)
<b>Legal Description</b>	BRATT GOODMAN ADD. 2 4
<b>Class</b>	Single Family

Current Value Information			
Land Value	Dwelling Value	Outbuilding Value	Total Value
\$8,103	\$0	\$0	\$8,103

Prior Year Value Information				
Year	Land Value	Dwelling Value	Outbuilding Value	Total Value
2022	\$7,264	\$0	\$0	\$7,264
2021	\$6,985	\$0	\$0	\$6,985
2020	\$6,985	\$0	\$0	\$6,985
2019	\$6,985	\$0	\$0	\$6,985
2018	\$6,985	\$0	\$0	\$6,985

**5 Year Sales History**

Extensive sales information is available for Lincoln County on a subscription basis by contacting a county staff member at (308) 534-4350.

Land Information		
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	6,350	0.15



2/26/2024

Lincoln County Assessor

Photo



Promissory Note for Expedited Review Redevelopment Projects as  
Authorized by Nebraska Rev. Stat. § 18-2155

THE ORIGINAL OF THIS NOTE SHALL BE RETAINED BY THE TREASURER OF THE CITY/VILLAGE OF \_\_\_\_\_ FOR THE BENEFIT OF THE HOLDER OF THE INDEBTEDNESS

UNITED STATES OF AMERICA STATE OF NEBRASKA COUNTY OF Lincoln

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY/VILLAGE OF  
NP, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE PROMISSORY NOTE TO THE  
HOLDER OF INDEBTEDNESS FOR THE EXPEDITED REVIEW PROJECT LISTED  
BELOW

This Note has been issued by the Authority for the purpose of financing the agreed upon costs set forth in an Expedited Redevelopment Plan approved by the city/village of NP pursuant to §18-2155 Nebraska Revised Statutes for the following described real property:

REDEVELOPMENT PROJECT LEGAL DESCRIPTION  
Bratt-Goodman Addition, Block 4, Lot 2, Lincoln City

HOLDER OF INDEBTEDNESS:

ADDRESS OF HOLDER OF INDEBTEDNESS:

1. LLDC

221 W. 2nd Suite 205 - NP 69101

2. \_\_\_\_\_

Date Note is issued: \_\_\_\_\_

Effective Date: \_\_\_\_\_ (The effective date is December 31 of the year following the completion of the project.)

Maturity Date: \_\_\_\_\_ (The Maturity date is the fifteenth tax year following the Effective date)

The Authority/City/Village and the Authority/City/Village's treasurer shall remit payments to the holder of the indebtedness.

PERSUANT TO NE. REV. STATUTES §18-2155 (6) (a), THE AMOUNT OF INDEBTEDNESS FOR THE CITY/VILLAGE SHALL NOT EXCEED THE LESSER OF THE AGREED-UPON COSTS OR THE AMOUNT ESTIMATED TO BE GENERATED OVER A FIFTEEN-YEAR PERIOD FROM THE PORTION OF TAXES MENTIONED IN SUBDIVISION (1)(b) OF SECTION 18-2147. SUCH INDEBTEDNESS DOES NOT CREATE A GENERAL OBLIGATION ON BEHALF OF THE CITY/VILLAGE IN THE EVENT THAT THE AMOUNT GENERATED OVER A FIFTEEN-YEAR PERIOD DOES NOT EQUAL THE COST OF THE AGREED UPON WORK TO REPAIR, REHABILITATE, OR REPLACE THE STRUCTURE AS PROVIDED IN THE REDEVELOPMENT PLAN.

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY/VILLAGE OF** *North Platte* NEBRASKA (the "Authority/City/Village") acknowledges itself indebted to, and for value received hereby promises to pay solely from the Tax Revenues to the Holder of Indebtedness named above. The Principal Amount on Schedule 1 attached to this document shall be payable as and at such time as any excess ad valorem taxes generated by the redevelopment project set forth in that certain Expedited Redevelopment Plan detailed above, are collected by the Authority/City/Village and available for the retirement of this debt. Principal Amount is to be paid by check or draft mailed to the Holder of Indebtedness.

**THE ESTIMATED PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED TO THIS DOCUMENT. THIS NOTE SHALL BEAR ZERO PERCENT (0.00%) INTEREST.**

**By accepting any of the payments on this Note, the Holder of Indebtedness assents to all of the provisions of this Note.**

This Note is a special limited obligation of the Authority payable as to principal solely from and is secured solely by the excess ad valorem taxes generated by the redevelopment project on the real property referenced herein, that is collected and divided by the Authority pursuant to Section 18-2147(1)(b) of the Nebraska Revised Statutes prior to the Maturity Date.

On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Holder of Indebtedness, the Authority/City/Village's treasurer shall enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table attached as Schedule 1 and shall enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. The records maintained by the Authorities Treasurer as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

IN WITNESS WHEREOF, THE COMMUNITY  
REDEVELOPMENT AUTHORITY OF  
THE CITY/VILLAGE OF \_\_\_\_\_, NEBRASKA

has caused this Note to be signed by the manual signature of the Chair of  
the Authority, countersigned by the manual signature of the Secretary of  
the Authority.

COMMUNITY  
REDEVELOPMENT  
AUTHORITY OF THE  
CITY/VILLAGE OF  
\_\_\_\_\_,  
NEBRASKA

[S E A L]

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Secretary

Schedule 1 is attached on the next page and is for all legal purposes part of this  
document.



SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

COMMUNITY REDEVELOPMENT AUTHORITY/CITY/VILLAGE OF  
THE CITY/VILLAGE OF North Platte, NEBRASKA  
McCabe/CCDC Micro TIF, REDEVELOPMENT PROJECT  
TAX INCREMENT DEVELOPMENT REVENUE NOTE

Date	Original Estimated Principal Amount	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By
		XXXXXXXXXXXX	XXXXXXXXXXXX	



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE: Public Hearing: City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders** Judy Clark, Planning Administrator

SESSION TYPE:

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

EXECUTIVE SUMMARY:

Discuss and consider action on a resolution regarding the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders as prepared by Marvin Planning Consultants, Inc. The purpose of the hearing is to obtain public comment on whether the real estate described in this notice should be declared substandard and blighted pursuant to the Nebraska Community Development Law. The study includes an estimated 17 acres generally between North Buffalo Bill Avenue to North Hayes Avenue and between West 19th Street to the centerline of the alley south of West 18th Street.

The City Planning Commission’s responsibility in the Blight & Substandard Determination Study process is to take public comment on whether the real estate described should be declared substandard and blighted as pursuant to the Nebraska Community Development Law and if the study is in conformance with the City of North Platte Comprehensive Plan. The following statements were considered and confirmed.

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region,
- That there are projects ready to develop in this area if they can meet the financial goals of the developers

On April 23, 2024 the City of North Platte Planning Commission passed a resolution, with 6 voting in favor and 2 against, approving the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders as prepared by Marvin Planning Consultants, Inc.

Nebraska State Statute 18-2103(3) regulates the percentage of city limits that may be declared blight and substandard pursuant to Nebraska Community Development Law and states a city of the first class shall not designate more than thirty-five percent (35%) of the city as blighted. Currently, the city limits of the City of North Platte contain 11,867.37 acres with 2,833.13 acres designated as blighted and substandard or 23.87%.



The proposed study will designate an additional 17 acres as blighted and substandard within city limits which would increase the city's percentage to 24.01% designated as blighted and substandard.

A copy of the study, approved City Planning Commission Resolution, and the proposed City Council Resolution are attached.

The City of North Platte Nebraska Comprehensive Plan Chapter 4 sets several goals, objectives and action steps for housing in the community, listed are the objectives to creating sufficient housing stock to provide safe choices and options in the community:

- Mixed use – Redevelop underutilized land with a mix of land uses that encourage new housing options.
- Workforce Housing – Create alternative housing options such as senior or low-to-moderate income households.
- Housing alternatives – Provide incentives such as density bonuses for redevelopment of areas with substandard housing stock into affordable, safe housing including housing programs that encourage construction of multi-family residential units.
- Keeping pace – Prepare for future growth by extending city infrastructure to areas targeted for development.

Planning Staff recommends approval of the study and passage of the attached resolution. The study is in conformance with the North Platte Nebraska Comprehensive Plan 2011 and meets the requirements to be declared substandard and blighted. By declaring this area as blight and substandard the city remains below the 35% threshold leaving acres available for future blight and substandard declarations. Allowing development of this property to its full potential is in the best interest of the city and the entire region.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

- April 16, 2024 - North Platte City Council made a motion to refer the Blight & Substandard Determination Study to the North Platte Planning Commission for recommendation.

~~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 blight and substandard study.

**ACTION REQUIRED AT THIS COUNCIL MEETING:**

The City Council's responsibility in the Blight & Substandard Determination Study process is to take public comment on whether the real estate described should be declared blighted and substandard pursuant to the Nebraska Community Development Law and consider City Planning Commission's comments and recommendations regarding the study's conformance with the City of North Platte Comprehensive Plan.

**PROPOSED MOTION:**

"I move to adopt resolution as presented in council materials regarding the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders as prepared by Marvin Planning Consultants, Inc., and approval of related actions."

**Resolution**

**CITY OF NORTH PLATTE CITY COUNCIL**

**A RESOLUTION TO APPROVE AND ADOPT A BLIGHT AND SUBSTANDARD STUDY BY THE CITY OF NORTH PLATTE, NEBRASKA, AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the North Platte City Planning Commission (the “**Commission**”) at its April 23, 2024 meeting, held a public hearing to make a recommendation regarding the **City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders** to the City of North Platte City Council (the “**Council**”), for review and recommendation as to its conformity with the comprehensive plan for the development of the City of North Platte, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission and Council have reviewed and held public hearings on said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region,
- That there are projects ready to develop in this area if they can meet the financial goals of the developers,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH PLATTE CITY COUNCIL AS FOLLOWS:**

**Section 1.** The Council hereby recommends adoption of the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders, and declares such area to be a substandard and blighted area in need of redevelopment.

**Section 2.** All prior resolutions of the Council in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

**DATED:** May 7, 2024

**CITY OF NORTH PLATTE CITY COUNCIL**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

(SEAL)

**RESOLUTION**

**CITY OF NORTH PLATTE PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND SUBSTANDARD STUDY BY THE CITY OF NORTH PLATTE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the North Platte City Council at its April <sup>16</sup>23, 2024 meeting, referred **the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders commissioned by the City of North Platte** to the City of North Platte Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the comprehensive plan for the development of the City of North Platte, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region,
- That there are projects ready to develop in this area if they can meet the financial goals of the developers,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH PLATTE PLANNING COMMISSION AS FOLLOWS:**

**Section 1.** The Commission hereby recommends approval of the City of North Platte, Nebraska Blight and Substandard Study – Horizon Builders.

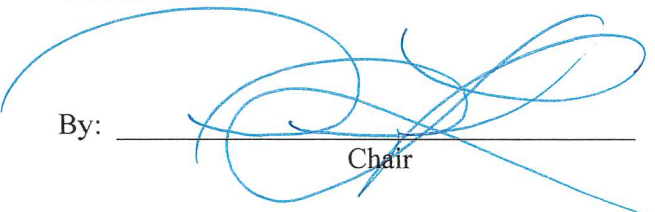
**Section 2.** All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

**DATED:** April 23, 2024

**CITY OF NORTH PLATTE PLANNING COMMISSION**

ATTEST:

By:  \_\_\_\_\_  
Chair

By: Michelle Bain  
Recording Secretary



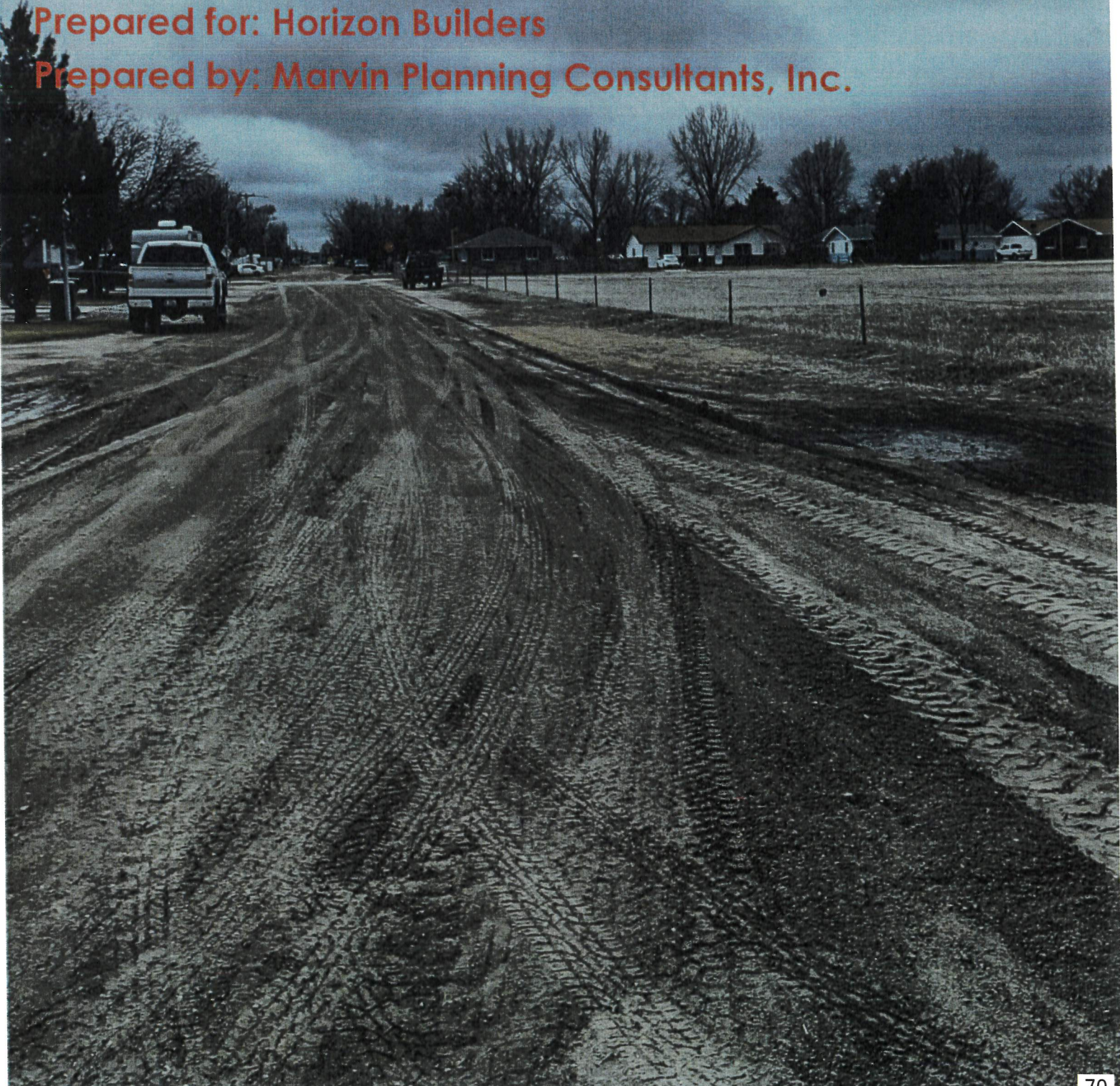
**North Platte, Nebraska**



**Blight and Substandard Study -  
Horizon Builders**

**Prepared for: Horizon Builders**

**Prepared by: Marvin Planning Consultants, Inc.**





## **PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of North Platte. This study has been commissioned by Horizon Builders in order to analyze the possibility of declaring the area blighted and substandard. This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report.

Through the redevelopment process the City of North Platte can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of North Platte is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of North Platte can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The City of North Platte, when considering conditions of Blight and Substandard, look at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for the formulation of a workable program; disaster assistance; effect. The statute reads,

*"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*

*"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."*

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

**"Blighted area** means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;"

**"Extremely blighted area** means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

**"Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"

**"Workforce housing** means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing."



The Study is intended to give the North Platte Community Redevelopment Authority, North Platte Planning Commission and North Platte City Council the basis for identifying and declaring Blighted and Substandard conditions are existing within the City's jurisdiction and as allowed under Chapter 18. Through this process, the City and property owners will attempt to address economic and/or social liabilities which are harmful to the well-being of the entire community.

## Study Area

Figure 1: Study Area Map



Source: Lincoln County, NE GIS and MPC, 2024

The following is the description of the designated area within North Platte.

Point of beginning is the apparent intersection of the centerlines of N. Buffalo Bill Avenue and the platted right-of-way of W. 19<sup>th</sup> Street; thence, southerly along the centerline of N. Buffalo Bill Avenue to the extended centerline of an alley located between W. 18<sup>th</sup> Street and W. 17<sup>th</sup> Street; thence, easterly along said centerline to the intersection with the centerline of N. Hayes Avenue; thence, northerly along said centerline to the intersection of the platted right-of-way of W. 19<sup>th</sup> Street; thence, westerly along said centerline to the POB.

Figure 1 shows the study area of this report. A Redevelopment Plan to be submitted in the future containing, by law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities, and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present, which qualify the area as blighted and substandard.

Through the redevelopment process, the City of North Platte can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of North Platte is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of North Platte can assist in the elimination of negative conditions and implement different programs/projects identified for the City.



Figure 2: Existing Land Use Map



Source: Lincoln County, NE GIS and MPC, 2024

**EXISTING LAND USES**

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

**Existing Land Use Analysis within Study Area**

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Lincoln County Assessors website. This survey noted the use of each parcel of land within the study area.

Figure 2 includes the existing land uses for the entire study area. The existing land use is made up of single-family residential development, vacant land, and streets and alleyways. The area covers approximately 17.00 acres. Single-family residential makes up 8.07 acres (47.0%), while the vacant parcel accounts for 6.06 acres (36.0%), and streets and alleys make up the remaining portion.



**FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

**CONTRIBUTING FACTORS**

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

**Structure Conditions**

Structural conditions were evaluated, structures were either rated as: Excellent, Very Good, Good, Above Normal, Normal, Below Normal, or Poor/Worn out. The data and rating system come from the Lincoln County Assessor's database and is the same database used to value properties in the area. For the purposes of this analysis, any structure rated below Good is considered to be in a deteriorating state and in need of basic or more considerable repairs. Based upon the data, there are 12 primary structures as seen below in the photos.

**Figure 3: Structure Condition Map**



Source: Lincoln County, NE GIS and MPC, 2024

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- **0 ( 0.0%) structures rated as Excellent**
- **1 ( 8.3%) structures rated as Very Good**
- **2 (16.7%) structures rated as Good**
- **8 (66.7%) structures rated as Above Normal**
- **0 ( 0.0%) structures rated as Normal**
- **1 ( 8.3%) structures rated as Below Normal**
- **0 ( 0.0%) structure rated as Poor/Worn Out/Unbuilt**



Therefore, within the study area, 75% of the structures are considered to be in a deteriorating state of some level. This may include basic maintenance to serious remodeling and construction. Even a normal structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time.

Due to the stated conditions found in the Lincoln County Assessor's data, the condition of the structures is a contributing factor.

**Paving Conditions**

Paving conditions were evaluated, streets were either rated as: Excellent, Good, Average, Fair, or Poor/Worn out. The data and rating system come from the Lincoln County Assessor's database and is the same database used to value properties in the area. Based upon the data, there are two primary structures and some older accessory buildings as seen below in the photos.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 (0.0%) structures rated as Excellent
- 1,750 feet (50.0%) structures rated as Good
- 0 (0.0%) structure rated as Average
- 650 feet (19.0%) structures rated as Fair
- 1,100 feet (31.0%) structure rated as Poor/Worn Out/Unbuilt

**Figure 4: Paving Condition Map**



Source: Lincoln County, NE GIS and MPC, 2024

Overall, the paving in this area contains 50% good or better pavement quality and 50% of the paving is considered average or worse. Due to the stated conditions found in the Lincoln County Assessor's data, the condition of the paving is a contributing factor.

**Combination of factors which are impairing and/or arresting sound growth.**

One key factor that is impairing growth in this particular area is the depth to sanitary sewer lines. Sanitary sewer in this part of North Platte is reaching its critical elevation for future hook-ups, especially in the north part of the study area.

**Age of Structure**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Lincoln County Assessor's website data.

**TABLE 1: AVERAGE STRUCTURAL AGE, BY METHOD - 2019**

	Number of Structures	Construction date	Age	Cumulative Age
	1	1948	76	76
	1	1950	74	150
	1	1974	50	200
	1	1975	49	249
	2	1976	96	345
	4	1977	188	533
	1	1985	39	572
	1	1999	25	597
<b>Total Cumulative</b>	<b>12</b>			<b>597</b>
<b>Average Age</b>				<b>49.8</b>

Source: Lincoln County Assessor's and Marvin Planning Consultants 2019

Within the study area there are two primary structures. After researching the structural age on the Lincoln County Assessor's and Treasurer's websites, the following breakdown was determined:

- 10 (83.33%) unit was determined to be 40 years of age or older
- 2 (16.67%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 1, the average age of the primary structures is equal to 49.8 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

**Criteria under Part A of the Blight Definition**

- **Substantial number of deteriorating structures**
  - Within the study area 75.0% of the structures were deemed to be in a condition less than Good.
- **Paving conditions**
  - Within the study area 50% of the platted right-of-way is considered to be in a good condition; while, 50% is considered in fair or poor condition.
- **Combination of factors which are impairing and/or arresting sound growth**
  - Depth to sanitary sewer lines.
  - Sanitary sewer in this part of North Platte is reaching its critical elevation for future hook-ups, especially in the north part of the study area.



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- **Diversity of Ownership**

- There are at least 13 different property owners within the study area. Due to this diversity of ownership, it may be necessary for the local government to step in and assist in the improvement of this area.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years**

- 10 (83.33%) of the primary buildings or improvements were determined to be 40 years of age or older
- 2 (16.67%) of the primary buildings or improvements were determined to be less than 40 years of age
- The average age based upon a cumulative age calculation is 49.8 years.

**The other criteria for Blight were not reviewed or present in the area, these included:**

- Dangerous conditions to life or property due to fire or other causes
- Deterioration of Site or Other Improvements
- One-half of unimproved property is over 40 years old.
- Stable or decreasing population based upon the last two decennial census
- Insanitary and Unsafe Conditions
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate street layouts
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough to have little impact on the overall condition of the study area.



**Substandard Conditions**

**Average age of the residential/commercial units in the area is at least 40 years**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Lincoln County Assessor's website data.

**TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD - 2019**

	Number of Structures	Construction date	Age	Cumulative Age
	1	1948	76	76
	1	1950	74	150
	1	1974	50	200
	1	1975	49	249
	2	1976	96	345
	4	1977	188	533
	1	1985	39	572
	1	1999	25	597
<b>Total Cumulative</b>	<b>12</b>			<b>597</b>
<b>Average Age</b>				<b>49.8</b>

Source: Lincoln County Assessor's and Marvin Planning Consultants 2019

Within the study area there are two primary structures. After researching the structural age on the Lincoln County Assessor's and Treasurer's websites, the following breakdown was determined:

- 10 (83.33%) unit was determined to be 40 years of age or older
- 2 (16.67%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 49.8 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Substandard Summary**

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in North Platte meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

**FINDINGS FOR NORTH PLATTE BLIGHT STUDY AREA**

This Blight Study Area has several items contributing to Blight and Substandard Conditions. These conditions include:

**Blighted Conditions**

- **Average age of structures is over 40 years of age**
- **Substantial number of deteriorated or deteriorating structures**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Diversity of Ownership**

**Substandard Conditions**

- Average age of the structures in the area is at least forty years

**CITY COUNCIL AGENDA  
ITEM NO. 6**



**CITY OF NORTH PLATTE  
STAFF SUMMARY REPORT  
May 7, 2024**

**AGENDA ITEM TITLE: Public Hearing: Extremely Blighted Determination Study for North Platte, Nebraska March 2024** Judy Clark, Planning Administrator

SESSION TYPE:

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

EXECUTIVE SUMMARY:

Discuss and consider action on a resolution regarding the Extremely Blighted Determination Study for North Platte, Nebraska March 2024 as prepared by Information Art and determine whether the real estate described should be extremely blighted for development of the City of North Platte pursuant to Nebraska Community Development Law. The study includes an estimated 1.679 acres, generally the entire block between East 3rd Street and East 2nd Street and between North Chestnut Street and North Walnut Street and is described as Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 165, Original Town, North Platte, Lincoln County, Nebraska.

The City Planning Commission's responsibility in the Extremely Blighted Determination Study process is to take public comment on whether the real estate described should be declared extremely blighted as pursuant to the Nebraska Community Development Law and if the study is in conformance legislative requirements. The following statements were considered and confirmed.

- This property as presented in the study has been declared substandard,
- This property as presented in the study has been declared blighted,
- The property is a substandard and blighted area in which the average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period,
- The property is a substandard and blighted area in which the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area,
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region,
- That there are projects ready to develop in this area if they can meet the financial goals of the developers,

On April 23, 2024 the City of North Platte Planning Commission passed a resolution approving the Extremely Blighted Determination Study for North Platte, Nebraska March 2024 as prepared by Information Art.

Nebraska State Statute 18-2103(3) regulates the percentage of city limits that may be declared blight and substandard pursuant to Nebraska Community Development Law and states a city of the first class shall not

designate more than thirty-five percent (35%) of the city as blighted. Currently, the city limits of the City of North Platte contain 11,867.37 acres with 2,833.13 acres designated as blighted and substandard or 23.87%.

Reasons a developer may ask for an extreme blight designation is to allow for 1) state income tax credit for qualified home buyers in the area, 2) special funding preferences to affordable housing developers in the area, and 3) maximum of 20 years for the use of TIF for qualified redevelopment projects.

Attached is a copy of the Extremely Blighted Determination Study for the City of North Platte, Nebraska, March 2024.

Planning Staff recommends approval of the study and passage of the attached resolution. The study is in conformance with legislative requirements under Nebraska Community Development Law. Extremely blighted designation provides benefits not only to the developer but also to qualified home buyers in the area. By declaring this area as extreme blight the city remains below the 35% designated blighted and substandard areas threshold leaving acres available for future blight and substandard declarations. This project is proposing workforce and affordable housing apartments that would be a benefit to the City of North Platte and the entire region.

**PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:**

- April 2, 2024 - North Platte City Council made a motion to refer the Extremely Blight Determination Study to the North Platte Planning Commission for recommendation.

**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 extreme blight study.

**ACTION REQUIRED AT THIS COUNCIL MEETING:**

The City Council's responsibility in the Extremely Blighted Determination Study process is to take public comment on whether the real estate described should be declared extremely blighted pursuant to the Nebraska Community Development Law and consider City Planning Commission's comments and recommendations regarding the study's conformance with legislative requirements.

**PROPOSED MOTION:**

"I move to adopt resolution as presented in council materials regarding the Extremely Blighted Determination Study for North Platte, Nebraska March 2024 as prepared by Information Art and approval of related actions."

## Resolution

### CITY OF NORTH PLATTE CITY COUNCIL

#### A RESOLUTION TO APPROVE AND ADOPT AN EXTREMELY BIGHTED DETERMINATION STUDY BY THE CITY OF NORTH PLATTE, NEBRASKA, AND APPROVAL OF RELATED ACTIONS

WHEREAS, the North Platte City Planning Commission (the “**Commission**”) at its April 23, 2024 meeting, held a public hearing to make a recommendation regarding the **Extremely Blighted Determination Study for North Platte Nebraska, March 2024** to the City of North Platte City Council (the “**Council**”), for review and recommendation as to its conformity with legislative requirements for the development of the City of North Platte, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

WHEREAS, the Commission and Council have reviewed and held public hearings on said Extremely Blighted Determination Study and confirmed the following findings:

- This property as presented in the study has been declared substandard,
- This property as presented in the study has been declared blighted,
- The property is a substandard and blighted area in which the average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period,
- The property is a substandard and blighted area in which the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area,
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region,
- That there are projects ready to develop in this area if they can meet the financial goals of the developers,

#### NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH PLATTE CITY COUNCIL AS FOLLOWS:

**Section 1.** The Council hereby recommends adoption of the Extremely Blighted Determination Study for North Platte, Nebraska March 2024 and declares such area to be an extremely blighted area in need of redevelopment.

**Section 2.** All prior resolutions of the Council in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.



**DATED:** May 7, 2024

**CITY OF NORTH PLATTE CITY COUNCIL**

ATTEST:

By: \_\_\_\_\_  
Brandon Kelliher, Mayor

By: \_\_\_\_\_  
City Clerk

(SEAL)

**RESOLUTION**

**CITY OF NORTH PLATTE PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF AN EXTREMELY BLIGHTED DETERMINATION STUDY BY THE CITY OF NORTH PLATTE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the North Platte City Council at its April 2, 2024 meeting, referred **the Extremely Blighted Determination Study for North Platte Nebraska commissioned by the City of North Platte** to the City of North Platte Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with legislative requirements for the development of the City of North Platte, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission has reviewed said Extremely Blighted Determination Study and confirmed the following findings:

- This property as presented in the study has been declared substandard,
- This property as presented in the study has been declared blighted,
- The property is a substandard and blighted area in which the average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period,
- The property is a substandard and blighted area in which the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area,
- That development of this property to its full potential is in the best interest of the City of North Platte and the entire region,
- That there are projects ready to develop in this area if they can meet the financial goals of the developers,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH PLATTE PLANNING COMMISSION AS FOLLOWS:**

**Section 1.** The Commission hereby recommends approval of the Extremely Blighted Determination Study for North Platte, Nebraska, March 2024.

**Section 2.** 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.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

**DATED:** April 23, 2024

**CITY OF NORTH PLATTE PLANNING COMMISSION**

ATTEST:

By:

  
Vice-Chair

By: Michelle Bain  
Recording Secretary



**EXTREMELY BLIGHTED  
DETERMINATION STUDY FOR NORTH  
PLATTE, NEBRASKA  
MARCH 2024**

A study to determine if area already declared blighted and substandard located approximately at 2nd & Walnut Street, North Platte meets the Legislative requirements to be declared extremely blighted

**EXTREMELY BLIGHTED AREA STUDY**

Conducted by: Information Art - Kurt Elder  
Member of the American Institute of Certified Planners  
Member of the Certified Geographic Information System Professionals  
Licensed Real Estate Salesperson Professional (IA)

**I. Standard Review**

Implementation Background: In the 2020 Nebraska general election Proposed Amendment No. 2 was offered to the voters. It was a constitutional amendment to authorize the Legislature to allow cities and villages to pledge property taxes as part of a redevelopment project for a period not to exceed twenty years if, due to a high rate of unemployment combined with a high poverty rate as determined by law, more than one-half of the property in the project area is extremely blighted. As a state voters approved the measure 530,236 FOR (61.6%) and 330,445 AGAINST. In Lincoln County voters approved the measure 3,563 FOR (59.8%) and 2,390 AGAINST (38.84%).

**A. Reasons for completing an extremely blighted study**

REF: Statute 18-2101 to 18-2154 and section of the act, aka Community Development Law

Section 2: (1) For any city that (a) intends to carry out a redevelopment project which will involve the construction of workforce housing in an extremely blighted area as authorized under subdivision (28)(g) of section 18-2103, (b) intends to declare an area as an extremely blighted area for purposes of funding decisions under subdivision (1)(b) of section 58-708, or (c) intends to declare an area as an extremely blighted area in order for individuals purchasing residences in such area to qualify for the income tax credit authorized in subsection (7) of section 77-2715.07, the governing body of such city shall first declare, by resolution adopted after the public hearings required under this section, such area to be an extremely blighted area.

**B. Additional Consideration**

In Nebraska Statute ~~18-2103, Section #3~~ it states, "A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 and any area declared to be an extremely blighted area under section 18-2101.02 shall not count towards the percentage limitations contained in this subdivision;" If this area is approved your percent blighted, as a community, will decline.

### C. Legislative Direction

Section 2: Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is extremely blighted and shall submit the question of whether such area is extremely blighted to the planning commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared extremely blighted or information on where to find such map and shall provide information on where to find copies of the study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

### D. Process

Brief: In order for an area to be designated as extremely blighted and substandard two findings, through three facets, need to be met. These facets are defined in Nebraska statute. However, for brevity they are **(a)** areas that have been found blighted and substandard through city council action, and **(b)** have been found to be extremely blighted.

This study primarily determines which areas meet the statutory definition through a reasonable operationalization of Nebraska statute.

An approved blighted and substandard area is also extremely blighted if **(i)** the *average rate* of unemployment in the area during the period covered by the most recent federal decennial census or American Community Survey 5-Year Estimate is at least two hundred percent of the average rate of unemployment in the state during the same period; and **(ii)** the *average poverty rate* in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area

### E. Methodology & Data Tables

City of North Platte base data methodology utilizes implementation strategies approved in Lincoln, Omaha, Grand Island, and Norfolk. Other community agents are currently using these strategies as they develop their studies.

Furthermore, our averaging process/interpretation received support from UNO's David Drozd Research Coordinator at the UNO Center for Public Affairs (David has since moved on to another firm), and input from Sen. Justin Wayne's office. Senator Wayne was the Chair of the Urban Affairs Committee when this legislation was passed.

All data is from the 2022 US Census American Community Survey (5-year estimates). We utilize block group level information from the census to maximize potential data points for analysis, acknowledging that margins of error and analysis reliability are more significant at this geography area (Note: state statute doesn't place bounds on which level of census geography to use). Poverty data came from Census table: B17021. Employment data came from Census table: B23025

#### *Council Approved Blight -*

The Community development law requires that an Extremely Blighted and Substandard area be an approved blighted area. The City of North Platte has blighted areas; those studies/documents/approved areas are available for review through direct contact. See 'Approved Blighted & Substandard Areas' in the appendix.



*Extremely Blighted Components –*

Part (i) is a state comparison. The 2022 Nebraska Unemployment rate, according to the US Census American Community Survey (Five-year estimate) was 3.07%. Therefore, the average rate of our selected area would require an unemployment rate of at least 6.14. Unemployment is the total number of unemployed people, expressed as a percentage of the civilian labor force (Source) . Again, a five-year estimate is used because it is directed by state statute. Information Art uses familiar data sources and geography (i.e., Census geographies) when possible, to reduce error rates and increase reliability.

	Nebraska Estimate
Total:	1532351
In labor force:	1054285
Civilian labor force:	1047813
Employed	1015656
Unemployed	32157
Armed Forces	6472
Not in labor force	478066

Percent Unemployed	3.07
200% Rate	6.14

Information Art developed an area with an average unemployment of 6.15% within available data points (i.e., Census geographies that were in the city limits or those that intersect North Platte’s corporate limits). An area average is determined by using the sum of estimated factors and NOT the average of each piece. Furthermore, state statute does not state that all facets must be contiguous. See ‘Employment Study’ in the appendix. Below is a table that displays data estimates for this study area. A margin of error and reliability review can be provided if requested. Its not included in this study because state statute does not call it directly out.

Geography	Geographic Area Name	Total Labor Force	Total Civilian Labor Force	Total Civilian Labor Force, Unemployed	Percent Unemployed
S311119602002	Block Group 2; Census Tract 9602; Lincoln County; Nebraska	424	424	12	2.83
S311119599004	Block Group 4; Census Tract 9599; Lincoln County; Nebraska	239	239	25	10.46
S311119599005	Block Group 5; Census Tract 9599; Lincoln County; Nebraska	560	560	0	0
S311119599001	Block Group 1; Census Tract 9599; Lincoln County; Nebraska	736	736	11	1.49
S311119602003	Block Group 3; Census Tract 9602; Lincoln County; Nebraska	488	488	65	13.32
S311119602004	Block Group 4; Census Tract 9602; Lincoln County; Nebraska	562	562	0	0
S311119603001	Block Group 1; Census Tract 9603; Lincoln County; Nebraska	421	421	0	0
S311119603002	Block Group 2; Census Tract 9603; Lincoln County; Nebraska	478	478	22	4.6
S311119603003	Block Group 3; Census Tract 9603; Lincoln County; Nebraska	433	433	26	6
S311119599003	Block Group 3; Census Tract 9599; Lincoln County; Nebraska	432	432	92	21.3
S311119604001	Block Group 1; Census Tract 9604; Lincoln County; Nebraska	260	260	0	0
S311119599006	Block Group 6; Census Tract 9599; Lincoln County; Nebraska	76	76	32	42.11
S311119602001	Block Group 1; Census Tract 9602; Lincoln County; Nebraska	625	625	45	7.2
S311119605004	Block Group 4; Census Tract 9605; Lincoln County; Nebraska	497	497	53	10.66
<b>Study Area</b>		<b>6231</b>	<b>6231</b>	<b>383</b>	<b>6.15%</b>

Part (ii) is a local area finding. North Platte’s 2022 poverty rate was 13.6%, but in line with state statute, Information Art worked to develop an area with at least 20% poverty. Information Art developed an area with a 20.4% poverty rate to meet this threshold within the available data points (i.e., Census geographies that were in the city limits or those that intersect North Platte’s corporate limits). An area average is determined by using the sum of estimated factors and NOT the average of each piece. See ‘Poverty Study’ in the appendix. Below is a table that displays data for this study area.

Geography	Geographic Area Name	Total Population, Poverty Universe	Persons Below the Poverty Level	Percent in Poverty
S311119602002	Block Group 2; Census Tract 9602; Lincoln County; Nebraska	666	139	20.9%
S311119599004	Block Group 4; Census Tract 9599; Lincoln County; Nebraska	366	52	14.2%
S311119599005	Block Group 5; Census Tract 9599; Lincoln County; Nebraska	1,452	375	25.8%
S311119599001	Block Group 1; Census Tract 9599; Lincoln County; Nebraska	1,601	168	10.5%
S311119602003	Block Group 3; Census Tract 9602; Lincoln County; Nebraska	793	68	8.6%
S311119602004	Block Group 4; Census Tract 9602; Lincoln County; Nebraska	758	18	2.4%
S311119603001	Block Group 1; Census Tract 9603; Lincoln County; Nebraska	782	172	22.0%
S311119603002	Block Group 2; Census Tract 9603; Lincoln County; Nebraska	770	123	16.0%
S311119603003	Block Group 3; Census Tract 9603; Lincoln County; Nebraska	698	92	13.2%
S311119599003	Block Group 3; Census Tract 9599; Lincoln County; Nebraska	791	87	11.0%
S311119604001	Block Group 1; Census Tract 9604; Lincoln County; Nebraska	577	222	38.5%
S311119599006	Block Group 6; Census Tract 9599; Lincoln County; Nebraska	181	59	32.6%
S311119602001	Block Group 1; Census Tract 9602; Lincoln County; Nebraska	1,200	265	22.1%
S311119605004	Block Group 4; Census Tract 9605; Lincoln County; Nebraska	1,091	556	51.0%
Study Area		11,726	2,396	20.4%

#### F. Process & Outcome

State statute does not direct how to operationalize: differing census geographic boundaries, use margin of errors of similar census geographies, use adjusted margin of errors when combining different levels of geography, and confidence intervals in determining fitness at disparate levels that are often inconsistent with blight areas. Furthermore, it is silent on when to suppress data to be used in studies when census estimates become increasingly difficult via a coefficient of variation. For example, "... if the margin of error [within one geography, let alone an averaged process] is less than 12 percent of the estimate, its reliability is considered high (REL = 1). Between 12 and 40 percent, reliability is considered medium (REL = 2). If MOE is more than 40 percent, reliability is considered low (REL = 3)" ([Source](#)). Data at smaller geographies, regardless of community size – rural or urban - have larger margins of error, variations, and reliability considerations.

InformationArt recognizes the need to balance a communities reasonable and defensible operationalization against the desire of the same community to conform to an imperfect statute - who voted overwhelmingly to support this concept. Through data analysis this work is achieved.

Therefore, InformationArt overlaid these three facets/areas (i.e., approved blight, 20%+ poverty, 200%+ of Nebraska's unemployment rate) and delineated areas where the three intersected as a reasonable implementation effort. Information Art presents for consideration a proposed extremely blighted area. See 'Qualifying Area Review: Focused Area' and 'Proposed Extremely Blighted Area' in the appendix.

The proposed extremely blighted area is in block group 311119602002

Notwithstanding any other provisions of the Community Development Law, the designation of an area as an extremely blighted area pursuant to state statute shall be valid for a period of no less than twenty-five years from the effective date of the resolution declaring such area to be an extremely blighted area, except that such designation may be removed prior to the end of such period pursuant to section 18-2156.

For any redevelopment plan for which more than fifty percent of the property in the redevelopment project area has been declared an extremely blighted area in accordance with section 18-2101.02, ad valorem taxes shall be divided for a period not to exceed twenty years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to section 18-2124.

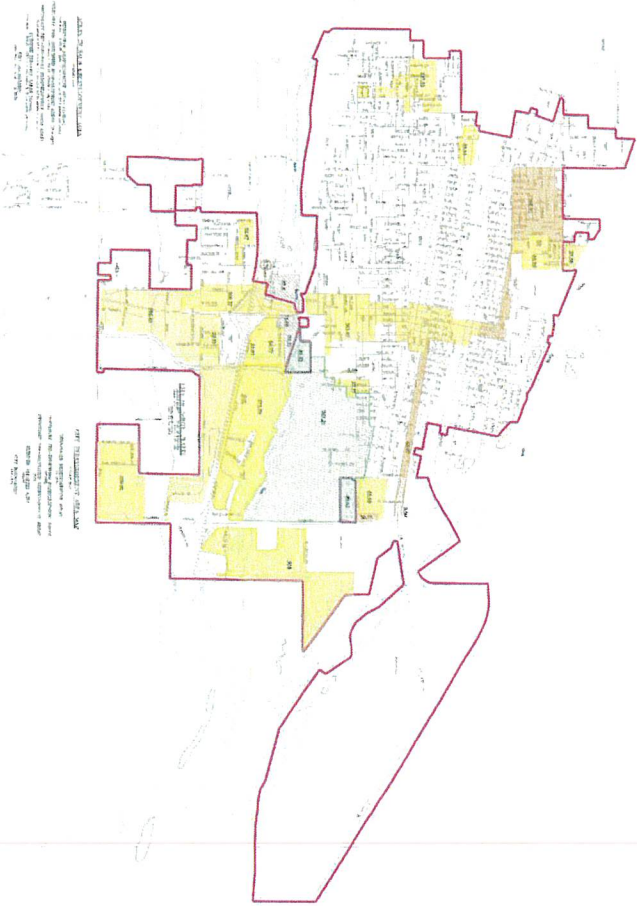
#### G. Legislative Review

The Legislature has the power to bring forth legislation to address/correct issues or complete an interim study to better understand issues of public importance. Neither action has occurred since the implementation of this methodology.

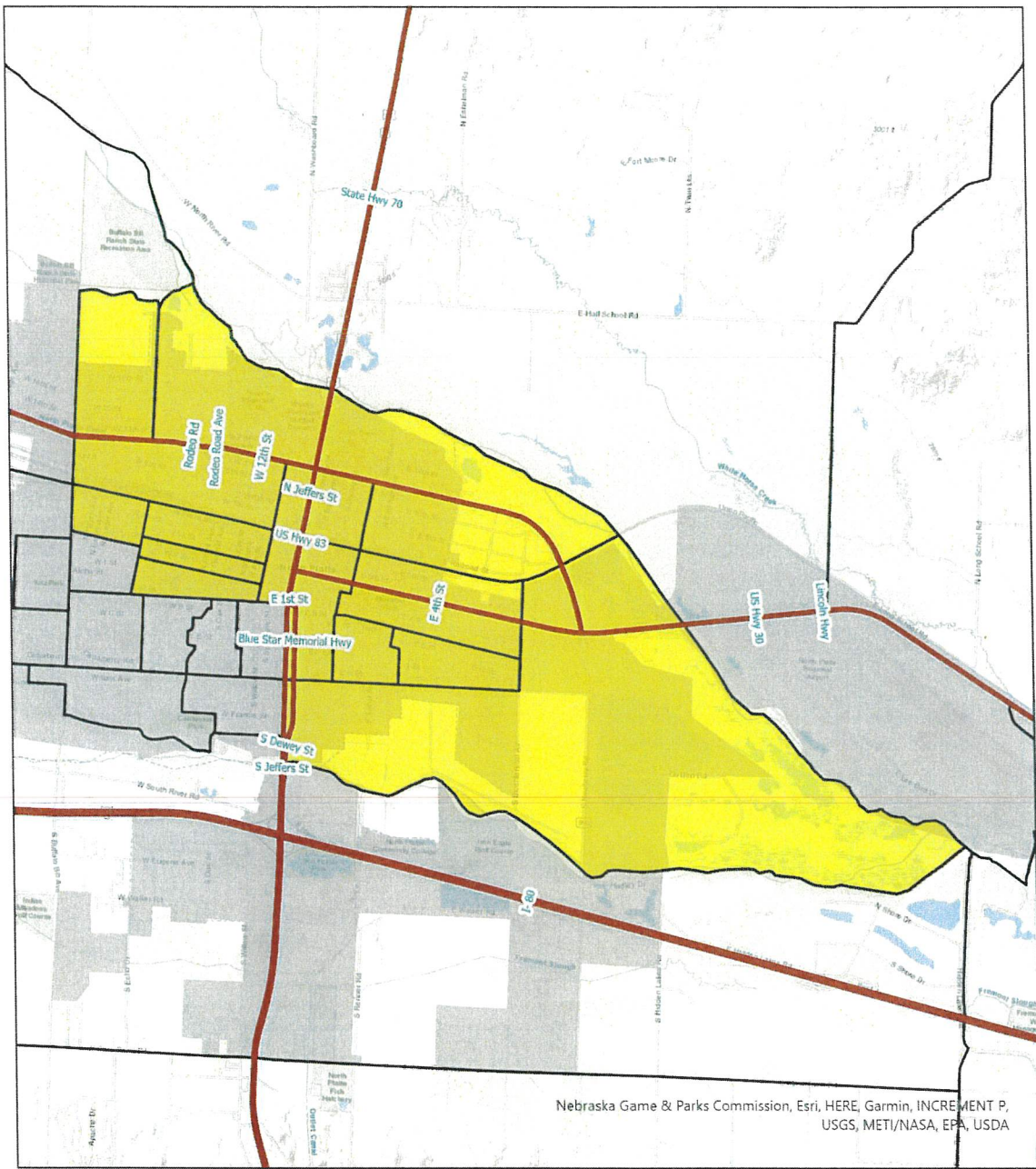
Appendix Images:

1. Approved Blighted & Substandard Areas
2. Employment Study Area
3. Poverty Study Area
4. Qualifying Area Review: Focused Area
5. Proposed Extremely Blighted Area
6. Assessor Parcel Review

Approved Blighted & Substandard Areas

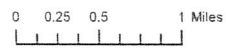


Employment Study Area



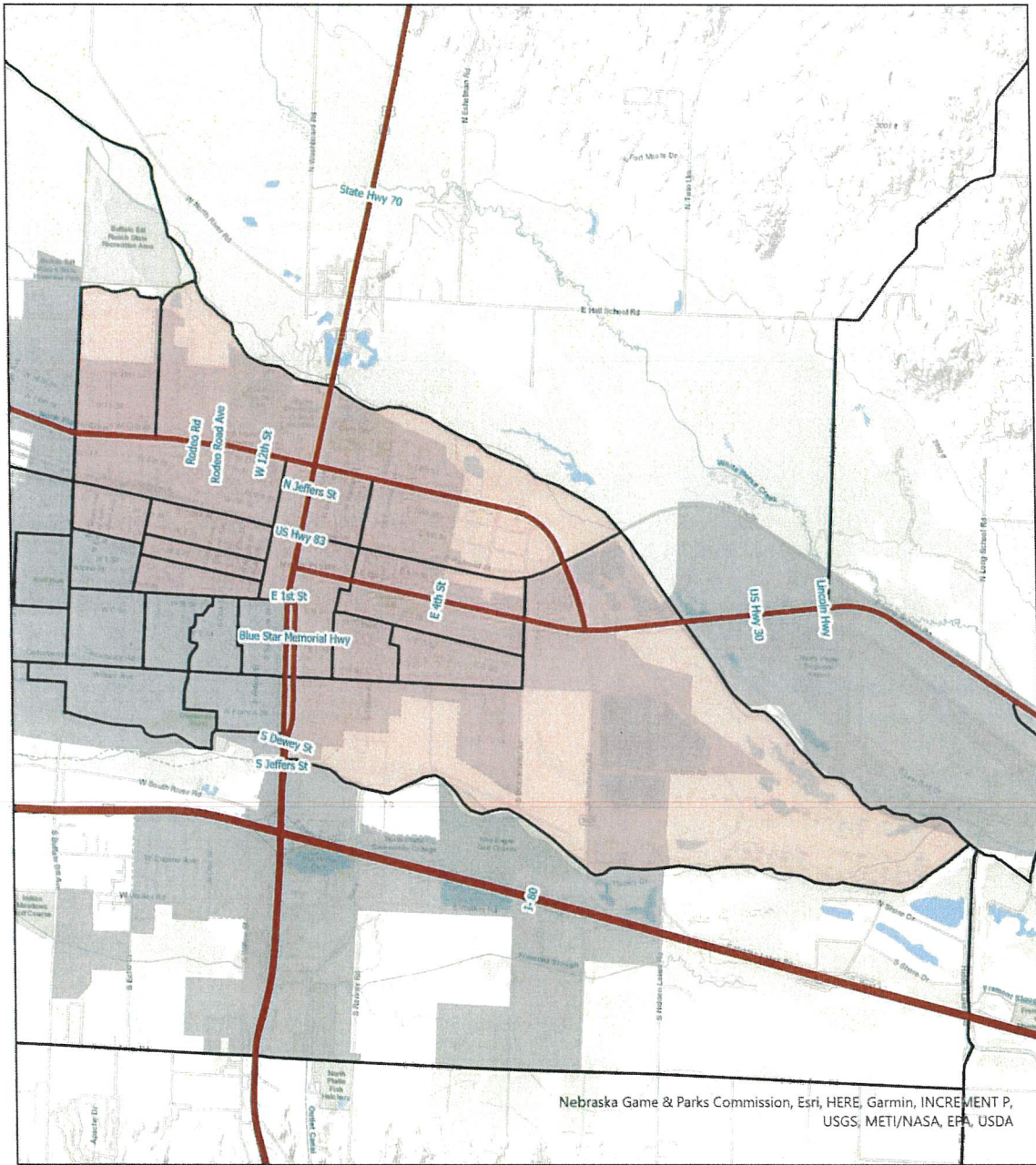
City of North Platte: Unemployment Review

- Primary Roads
- Area Avg Unemployment (6.15%) > 200% NEBR Unemployment Rate (3.07%, 200% = 6.14%)
- 2023 Census Community Boundary



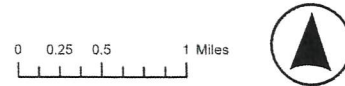


Poverty Study Area

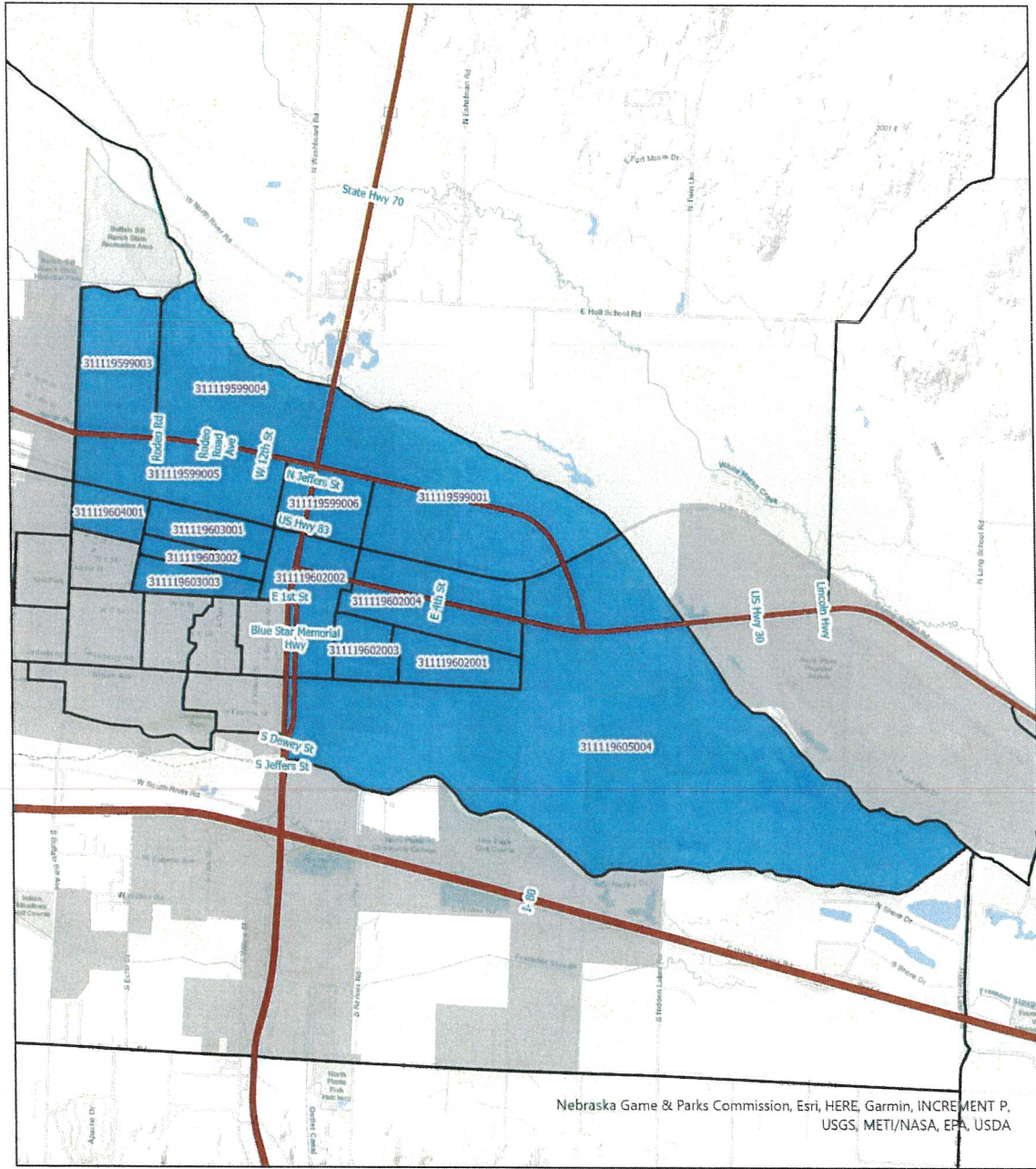


City of North Platte: Poverty Review

- Primary Roads
- Area Poverty > 20% (20.4%)
- 2023 Census Community Boundary

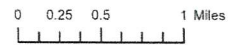


Qualifying Area Review: Focused Area  
 (Census geography identifiers have been included)



City of North Platte: Existing Blighted Areas & Qualifying Area, 2022 US Census ACS Five-year data

- Primary Roads
- Extreme Blight Qualifying Areas
- 2023 Census Community Boundary



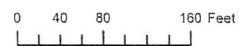


Proposed Extremely Blighted Area



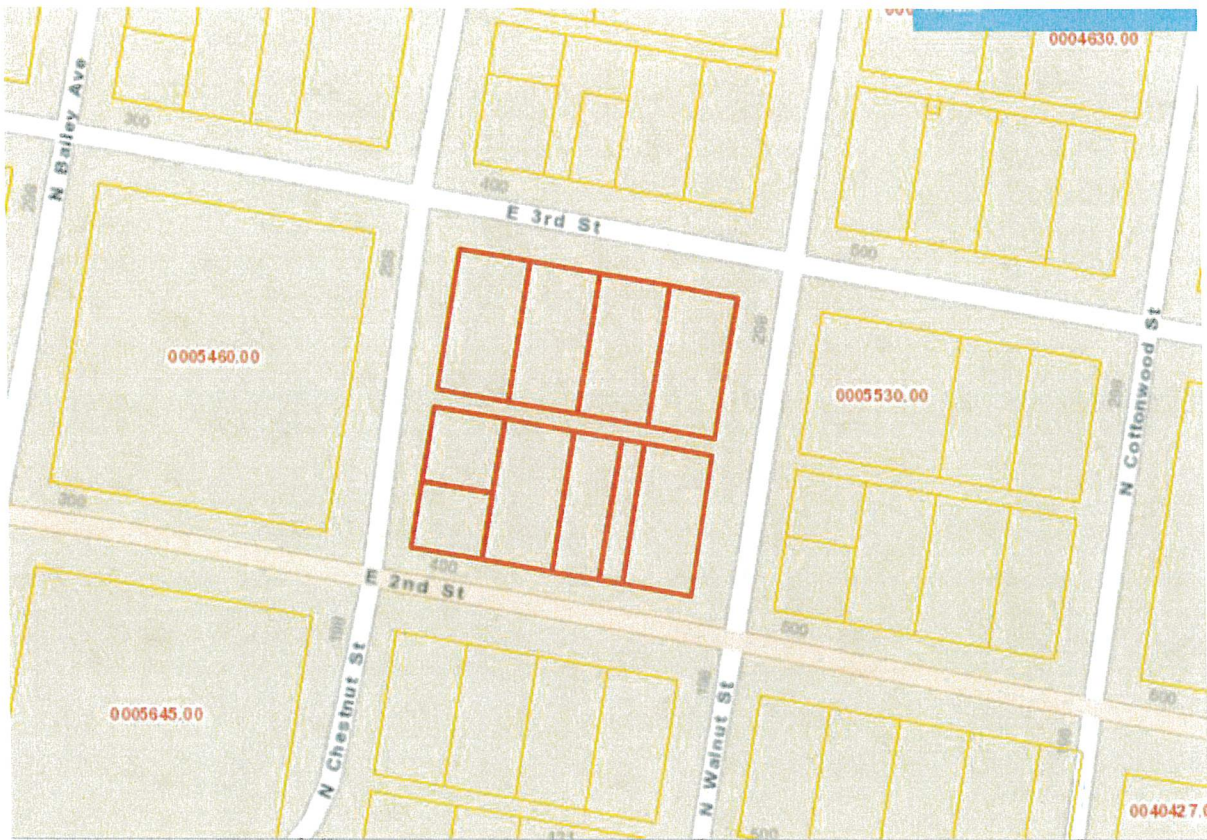
City of North Platte: Proposed Extremely Blighted Area

- Primary Roads
- Proposed Extreme Blight Area





Assessor Parcel Review  
 (Accessed from the Lincoln County Assessor)



PID	Owner Name	OwnerAddress	Property Address	Legal Description	Land Value	Out Building Value	Improvement Value	Total Value
5485	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	401 EAST 2ND	O.T. 5.82' 5 165 1 TP	\$3,712	\$0	\$0	\$3,712
5510	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	421 EAST 2ND	O.T. 8 165 1 TP	\$10,950	\$63,168	\$0	\$74,118
5505	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	415 EAST 2ND	O.T. E.22' 7 165 1 TP	\$3,202	\$0	\$0	\$3,202
5500	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	413 EAST 2ND	O.T. W.44' 7 165 1 TP	\$6,403	\$0	\$0	\$6,403
5495	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	407 EAST 2ND	O.T. 6 165 1 TP	\$10,950	\$0	\$0	\$10,950
5490	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	211 NO CHESTNUT	O.T. N.70' 5 165 1 TP	\$4,541	\$0	\$0	\$4,541
5465	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	420 EAST 3RD & 214 NO WALNUT	O.T. 1 165 1 TP	\$10,950	\$29,145	\$0	\$40,095
5470	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	412 EAST 3RD	O.T. 2 165 1 TP	\$10,950	\$0	\$0	\$10,950
5475	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	400 EAST 3RD	O.T. 3 165 1 TP	\$10,950	\$0	\$0	\$10,950
5480	THOMPSON, TIMOTHY W. ET AL	775 WEST NORTH RIVER RD NORTH PLATTE NE 69101-0000	217 NO CHESTNUT	O.T. 4 165 1 TP	\$10,950	\$0	\$0	\$10,950