

RESOLUTION NO. 280

**A RESOLUTION SETTING THE PROPERTY TAX REQUEST AND TAX LEVIES
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008**

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the governing body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the Governing Body of the City of Crofton, Nebraska, by a majority vote, resolves that:

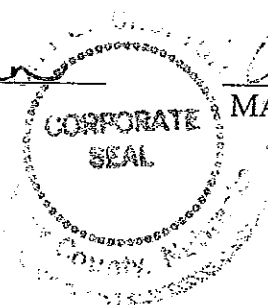
1. The property tax request and levies for the fiscal year beginning October 1, 2008 for the General All Purpose Fund be set at \$107,477.13 or \$0.459672 per hundred of assessed value.
2. The budget of expenditures for the fiscal year beginning October 1, 2008 for the General All Purpose Fund be set at \$1,073,396.00
3. The City Clerk shall certify and forward a copy of this Resolution to the County Clerk prior to October 13, 2008.

PASSED AND APPROVED this 10th day of September, 2008.

CITY OF CROFTON, NEBRASKA

ATTEST:


VILLAGE CLERK




MAYOR

ORDINANCE NO. 281

AN ORDINANCE OF THE CITY OF CROFTON, KNOX COUNTY, NEBRASKA, TO ADOPT A CITY SALES AND USE TAX; TO INCREASE THE CITY'S BUDGETED RESTRICTED FUNDS FOR FISCAL YEAR 2008-2009; TO ALLOCATE A PORTION OF THE SALES AND USE TAX REVENUE FOR FUNDING A CITY ECONOMIC DEVELOPMENT PLAN; TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CROFTON, KNOX COUNTY, NEBRASKA, as follows:

WHEREAS, the Mayor and City Council of the City of Crofton, Knox County, Nebraska are strongly committed to providing essential governmental services and needed capital improvements to its citizens and are further committed to the economic development of the City; and

WHEREAS, the Mayor and City Council have determined that a City Sales Tax is the best way to accomplish the above commitment; and

WHEREAS, the issue of whether the City of Crofton, Knox County, Nebraska should adopt an Ordinance imposing a sales and use tax on transactions within the corporate boundaries of the City of Crofton, Nebraska in the amount of one percent (1%) pursuant to the Local Option Revenue Act was submitted to the electors of the City of Crofton, Nebraska at a general election on November 4, 2008; and

WHEREAS, the voters of the City of Crofton, by a margin of two hundred sixty-three (263) to seventy-five (75), voted for the proposition that the Mayor and City Council of Crofton impose a sales and use tax in the amount of one percent (1%) within the City of Crofton upon the same transactions within the City of Crofton on which the State of Nebraska is authorized to impose a tax and that the City increase its budgeted restricted funds for fiscal year 2008-2009 by \$70,000 (22%) over the current year's restricted funds; and

WHEREAS, the voters of the City of Crofton, by a margin of two hundred thirty-seven (237) to eighty-one (81) voted for the proposition that the City of Crofton establish an Economic Development Program by appropriating annually from the local one percent (1%) sales and use tax a sum of twenty percent (20%) of said sales and use tax revenue which has been allocated to fund the City Economic Development Plan.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CROFTON, KNOX COUNTY, NEBRASKA, as follows:

SECTION 10-101: CITY SALES AND USE TAX: PERCENTAGE AMOUNT

1. A sales and use tax in the amount of one percent (1%) shall be imposed within the corporate boundaries of the City of Crofton, Knox County, Nebraska upon the

same transactions within the City of Crofton on which the State of Nebraska is authorized to impose a tax.

SECTION 10-102: BUDGETED RESTRICTED FUNDS: FISCAL YEAR INCREASE

1. The City of Crofton, Knox County, Nebraska, shall increase its budgeted restricted funds for fiscal year 2008-2009 by \$70,000 (22%) over the current year's restricted funds.

SECTION 10-103: ALLOCATION OF PORTION OF SALES AND USE TAX: FUND CITY ECONOMIC DEVELOPMENT PLAN

1. The City of Crofton, Knox County, Nebraska, shall allocate twenty percent (20%) of one percent (1%) of said sales and use tax to fund the City Economic Development Plan.

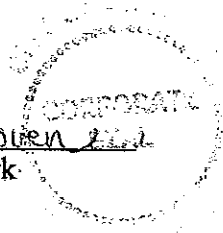
SECTION 10-104: EFFECTIVE DATE

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

ADOPTED AND PASSED by the Mayor and City Council of the City of Crofton, Knox County, Nebraska, this 1st day of December, 2008.

(SEAL)


Nancy A. Foxhoven, City Clerk

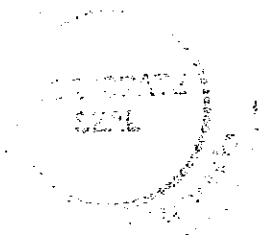



Wendell Strom, Mayor

STATE OF NEBRASKA)
 : SS
COUNTY OF KNOX)

I, Nancy A. Foxhoven, City Clerk of Crofton, Nebraska, certify that the above ORDINANCE NO. 281 was passed and adopted by the Mayor and City Council of Crofton, Nebraska on December 1, 2008.


Nancy A. Foxhoven, City Clerk



RESOLUTION NO. 282

WHEREAS, per State standards each incorporated municipality shall have the responsibility for the design, construction, reconstruction, maintenance and operation of all streets classified as expressway which are purely local in nature. This portion of the municipal extensions of such systems, and the responsibility of roads classified as other arterial, collector, and local within their corporate limits fall under the municipal's jurisdiction; and

WHEREAS, the City of Crofton, Knox County, Nebraska is charged with the responsibility of creating and maintaining appropriate streets and sidewalks to provide for the safe passage of its residents within the corporate limits of the City; and

WHEREAS, there exists within the City two subdivision which do not have individual sidewalks to provide an orderly contiguous and safe route to the elementary schools located within the corporate limits of the City.

NOW THEREFORE, be it resolved that the City of Crofton, Knox County, Nebraska finds it to be to the benefit of its residents that a school route trail be built and maintained that will provide safe and efficient access to other existing sidewalks that access each of the existing elementary schools: the proposed route will provide a safe and convenient alternative to co-use of City streets by elementary students and vehicular traffic; and that said trail and school route should and does have the unqualified support of the City of Crofton.

PASSED AND APPROVED THIS 1st day of December, 2008.

CITY OF CROFTON, KNOX COUNTY, NEBRASKA

A T T E S T

BY: Wendell Strom, Mayor
Wendell Strom, Mayor

Nancy A. Foxhoven
Nancy A. Foxhoven, City Clerk

CERTIFICATION OF PASSAGE

STATE OF NEBRASKA)
: SS
COUNTY OF KNOX)

I, Nancy A. Foxhoven, City Clerk in and for the City of Crofton, Nebraska, do hereby certify that on December 1, 2008, the foregoing Resolution was passed and approved at a duly called meeting of the City Council with a quorum present by a vote of 4 for; 0 against; 0 abstaining; and 0 absent.

DATED this 1st day of December, 2008.

Nancy A. Foxhoven
Nancy A. Foxhoven, City Clerk

ORDINANCE NO. 283

AN ORDINANCE CREATING STREET IMPROVEMENT DISTRICT NO. 2009-1 IN THE CITY OF CROFTON, NEBRASKA, ORDERING THE CONSTRUCTION OF STREET IMPROVEMENTS THEREIN AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CROFTON, NEBRASKA, as follows:

Section 1. That there be and hereby is created in the City of Crofton, Nebraska, a street improvement district to be known and designated as Street Improvement District No. 2009-1 of the City of Crofton, Nebraska.

Section 2. That the outer boundaries of Street Improvement District No. 2009-1 shall include, in addition to the street to be improved, all of the property abutting on such street to be improved and within which district, the following street shall be improved by 8-inch concrete street surfacing, and all necessary appurtenances related thereto:

West 2nd Street between Harold Street/Highway 12 and Iowa Street, including the intersection of 2nd Street and Iowa Street.

Section 3. Said street shall be improved at public cost and said improvements shall be made in accordance with the plans, specifications and estimate prepared by the special engineers for the City and to be approved by the Mayor and Council.

Section 4. Notice of the creation of said District shall be published as provided by law in the *Crofton Journal*, a legal newspaper published in and of general circulation in Crofton, Nebraska.

Section 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 2nd day of March, 2009.

ATTEST:

Nancy A Foxhoven
City Clerk

Wendell J. [Signature]
Mayor

(SEAL)

STATE OF NEBRASKA)
) SS.
COUNTY OF KNOX)

PROOF OF PUBLICATION

Nancy Foxhoven, being first duly sworn under oath says that she is the City Clerk of the City of Crofton, Nebraska, and that the attached and foregoing copy of Ordinance No. 283 is a true and correct copy of said ordinance as passed by the Mayor and Council at the meeting of _____, 2009, and that said ordinance was published in pamphlet form and filed in my office this _____ day of _____, 2009.

City Clerk

(SEAL)

ORDINANCE NO. 2009-1

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET IMPROVEMENT BOND ANTICIPATION NOTES, 2009 SERIES, IN THE AMOUNT OF TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) FOR THE PAYMENT OF COSTS IN CONNECTION WITH THE CONSTRUCTION OF STREET IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NO. 2009-1 WITHIN THE CITY OF CROFTON, NEBRASKA; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS OR OTHER OBLIGATIONS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Crofton, Nebraska, hereby find and determine:

a) that the City has by ordinance previously authorized certain street improvements in the City designated Street Improvement District No. 2009-1 and has authorized the construction of certain street improvements pursuant to said district; that all actions, hearings and other required facts and conditions for the authorization of said district and the construction of improvements therein have occurred and have been determined as required by law;

b) that it is necessary and appropriate to construct, and the City is constructing, those street improvements designated in Street Improvement District No. 2009-1;

c) that the City is authorized to issue warrants to pay the costs of said improvements pursuant to Sections 17-516 and 17-520, R.R.S. Neb. 2007, as amended, and pursuant to Section 18-2003, R.R.S. Neb. 2007, as amended;

d) that in order to provide temporary financing to pay the cost of said improvements (including engineering costs) it is advisable for the City to issue notes in the total principal amount of \$240,000 to be designated Street Improvement Bond Anticipation Notes, 2009 Series, in lieu of issuing warrants, pursuant to Section 10-137, Reissue Revised Statutes of Nebraska, 2007; and

e) that all acts and conditions exist or have occurred for the issuance of said bond anticipation notes, in lieu of issuing warrants.

Section 2. Notes to be designated Street Improvement Bond Anticipation Notes, 2009 Series, in the amount of \$240,000, which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Treasurer prior to delivery, are hereby authorized to be issued. The Notes shall be dated as of their date of delivery and shall bear interest at the rate of one and forty hundredths per centum (1.40%) per annum and become due on September 1, 2010. The Notes shall

bear interest from the date of delivery until maturity or earlier redemption, with such interest payable March 1, 2010 and at maturity. Said notes are optional for prepayment at par plus accrued interest on March 1, 2010 or at any time thereafter. The City may select the Notes to be redeemed for such optional redemption in its sole discretion. Any Notes to be redeemed in part shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar designated in Section 4 hereof in exchange for a new Note evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such note to be redeemed. If any Note or an interest payment thereon is not paid at maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2004, as now existing or as the same may be amended from time to time by the Nebraska Legislature. Said Notes shall be delivered to Ameritas Investment Corp, upon receipt of payment for said Notes, at the purchase price of 99%, plus accrued interest to the date of delivery. Said Notes are sold to the purchaser subject to the opinion of independent bond counsel that said Notes are lawfully issued; that said Notes constitute a valid obligation of the City; and that under existing laws and regulations, the interest on said Notes is exempt from both Nebraska state and federal income taxes.

Section 3. Said Notes shall be dated the date of their delivery, be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Note. After being executed by the Mayor and City Clerk, said Notes shall be delivered to the Paying Agent and Registrar who shall register each note in the name of its initial registered owner as designated by the initial purchaser. Each Note shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Notes shall be issued initially as "book-entry only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten Note per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City (including any blanket letter previously executed), which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes;

(ii) the delivery to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption; or

(iii) the payment to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes. The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the ultimate Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the depository will notify the Note Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of note certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of note certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 4. All Notes authorized by this ordinance shall be fully registered notes pursuant to Section 10-135 R.R.S. Neb. 1997. The Treasurer of the City is hereby designated as Paying Agent and Registrar for the Notes. Said Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes at its office in Crofton, Nebraska. The names and registered addresses of the initial registered owner or owners of the Notes shall be recorded in such books prior to the issuance thereof. Any Note may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of the Note for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register the transfer upon the registration books and make notation thereof on the Note and deliver the same to the transferee registered owner (or

send it by registered mail to the transferee owner at such owner's risk and expense). The City Treasurer is hereby authorized and directed to transfer, from any monies of the City available for the purpose, funds required to pay interest and principal on the Notes when and as the same become due, to the Paying Agent and Registrar on or before each interest and principal payment date. Payment of interest, except for payment of interest at maturity or upon redemption, shall be mailed to the registered owners of the Notes as of the record date for each interest payment date. The record date shall be the close of business on the fifteenth day of the month immediately preceding the month in which each interest payment date occurs. The principal, together with accrued interest then due, shall be payable at maturity or on redemption prior to maturity upon presentation and surrender of each Note at the office of the Paying Agent and Registrar in Crofton, Nebraska. The City and the Paying Agent and Registrar shall not be required to transfer Notes during any period from any record date until its immediately following interest payment date or to transfer any Notes called for redemption for a period of thirty days next preceding any date fixed for redemption prior to maturity.

Section 5. The fully registered Street Improvement Bond Anticipation Notes, 2009 Series, shall be in substantially the following form:

NOTE PURCHASE AGREEMENT

To the Mayor and City Council
City of Crofton, Nebraska

August 3, 2009

The undersigned, Ameritas Investment Corp. (the "Underwriter"), does hereby agree to purchase all, but not less than all, of the City's \$240,000 Street Improvement Bond Anticipation Notes, 2009 Series. This offer is made subject to acceptance by the City and the Underwriter on the date hereof, as evidenced by signatures in the spaces provided within this agreement and upon the adoption of the ordinance authorizing the issuance of said Notes. If this offer is not so accepted and approved, it is subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to such acceptance and approval.

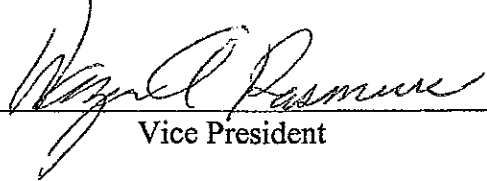
The Underwriter's commitment to purchase such notes is subject to the following:

1. The Notes shall be in the total aggregate amount of \$240,000. They shall mature, be in the denominations of and bear interest at the rates specified in the ordinance presented to the City Council on the date of August 3, 2009. The Notes shall have call provisions and be subject to the same terms as specified in the said ordinance.
2. Receipt by the Underwriter of bond counsel's approving legal opinion stating that the City has the authority to issue these Notes, that the notes are lawfully issued, that the notes are the valid obligations of the City and that, in bond counsel's opinion, the interest on the Notes is exempt from both Federal and Nebraska income tax.
3. That the net proceeds of the Notes will be used to pay for project costs as described in the ordinance.
4. The Notes are being sold to the Underwriter at 99.00% of the par value thereof. The Underwriter agrees that, out of its' underwriting spread of 1.00%, it will pay the costs of the approving legal opinion from Rembolt Ludtke LLP, Attorneys at Law, any CUSIP registration costs and the printing costs of the Notes. Local legal, publication costs and any local costs will be paid by the City.
5. No Official Statement is being prepared in connection with this issue of notes, but any financial information provided to the Underwriter to assist in marketing the Notes is, to the best of all City official's knowledge and belief, accurate.
6. The City will cooperate with the Underwriter taking all necessary actions for closing of the sale of the notes, which closing shall occur on September 8, 2009, or such later time (but not to exceed 15 days) as the Underwriter may so designate. The Underwriter will pay accrued interest to the City for the number of days between the dated date of the Notes and the closing date of the Notes. Failure to perform a closing within the time limit specified by either party shall provide the grounds for the other side to declare this Agreement null and void.

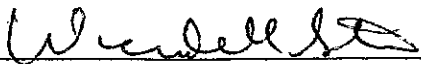
This Purchase Agreement may be executed in any number of counterparts each of which shall be regarded for all purposes as an original, and each of such signed counterparts shall constitute a single instrument. The Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. In event any section, clause or phrase of this Agreement shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections or clauses of this Purchase Agreement, which shall remain in full force and effect.

DATED this 3rd day of August, 2009.

Ameritas Investment Corp.,

By 
Its Vice President

CITY OF CROFTON, NEBRASKA

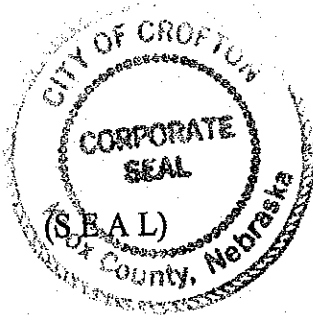

Mayor


City Clerk

STATE OF NEBRASKA)
) SS.
COUNTY OF KNOX)

PROOF OF PUBLICATION

Nancy Foxhoven, being first duly sworn under oath says that she is the City Clerk of the City of Crofton, Nebraska, and that the attached and foregoing copy of Ordinance No. 284 is a true and correct copy of said ordinance as passed by the Mayor and Council at the meeting of August 3, 2009, and that said ordinance was published in pamphlet form and filed in my office this ~~11~~¹³3^d day of August, 2009.



Nancy A. Foxhoven
City Clerk

RESOLUTION NO. 285

**A RESOLUTION SETTING THE PROPERTY TAX REQUEST AND TAX LEVIES
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009**

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the governing body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the Governing Body of the City of Crofton, Nebraska, by a majority vote, resolves that:

1. The property tax request and levies for the fiscal year beginning October 1, 2009 for the General All Purpose Fund be set at \$109,298.16 or \$0.459510 per hundred of assessed value.
2. The budget of expenditures for the fiscal year beginning October 1, 2009 for the General All Purpose Fund be set at \$1,298,789.00.
3. The City Clerk shall certify and forward a copy of this Resolution to the County Clerk prior to October 13, 2009.

PASSED AND APPROVED this 9th day of September, 2009.

CITY OF CROFTON, NEBRASKA

ATTEST:


CITY CLERK

Nancy A Foxhoven

MAYOR

Dwainell Strom

RESOLUTION NO. 286

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF CROFTON, KNOX COUNTY, NEBRASKA:

WHEREAS, the City of Crofton, proposes to apply for assistance from the SAFE ROUTES TO SCHOOL PROGRAM for the purpose of establishing a safe non-material route to local elementary schools; and

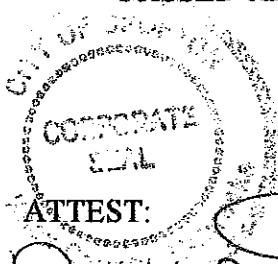
WHEREAS, the City of Crofton has funds available to finance the activity until reimbursed by the Safe Routes to School Program, and the financial capability to operate, maintain and manage the completed project in a safe and attractive manner for public use; and

WHEREAS, the proposed application and supporting documents will be made available for public review at a properly announced meeting of the City of Crofton; and

WHEREAS, there exists within the City two subdivisions which do not have individual sidewalks to provide an orderly contiguous and safe route to the elementary schools located within the corporate limits of the City.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CROFTON, KNOX COUNTY, NEBRASKA that the City of Crofton finds it to be to the benefit of its residents that a school route trail be built and maintained that will provide safe and efficient access to other existing sidewalks that access each of the existing elementary schools; that the proposed route will provide a safe and convenient alternative to co-use of City streets by elementary students and vehicular traffic; that said trail and school route should and does have the unqualified support of the City of Crofton; and that the City of Crofton apply for assistance from the Safe Routes to School Program for establishment of a safe non-material route to local elementary schools.

PASSED AND APPROVED this 30th day of November, 2009.



ATTEST:

Nancy A. Foxhoven
Nancy A. Foxhoven, City Clerk

Wendell Strom, Mayor
Wendell Strom, Mayor

ORDINANCE NO. 287

AN ORDINANCE OF THE CITY OF CROFTON, KNOX COUNTY, NEBRASKA TO ESTABLISH RESTRICTED TRAVEL ALONG AND OVER OMAHA STREET FROM 5TH STREET TO 8TH STREET WITHIN THE CORPORATE LIMITS OF SAID CITY; TO DESIGNATE AN ALTERNATIVE ROUTE OF TRAVEL; TO ESTABLISH PENALTY FOR VIOLATION; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CROFTON, NEBRASKA, as follows:

Section 1: STREET USE RESTRICTION: Due to width size and surface limitations, it shall be unlawful for any person or persons to operate heavy equipment, farm machinery, straight trucks or truck tractor/trailer vehicles, except for emergency and service vehicles and local vehicle access to adjoining properties, along and over Omaha Street from 5th Street to 8th Street within the corporate limits of the City of Crofton.

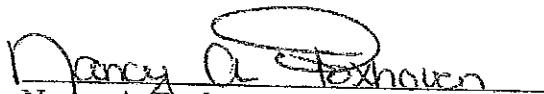
Section 2: DESIGNATION OF ALTERNATE ROUTE: The above-described vehicles/heavy equipment/farm machinery shall use the designated alternative travel route along and over Nebraska State Highway 12 (Harold Street between said 5th Street and 8th Street) in lieu of driving, operating, conveying or moving vehicles/heavy equipment/farm machinery over and across the restricted street surface.


Section 3: VIOLATION PENALTY: Any person violating this Ordinance shall be subject to a maximum fine of Five Hundred Dollars (\$500.00). Any peace officer may enforce the provisions of this Ordinance as the same relates to prohibited vehicles.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS FINAL PASSAGE AND PUBLICATION AS REQUIRED BY LAW.

ADOPTED AND APPROVED by the Mayor and City Council of the City of Crofton, Knox County, Nebraska, this 3rd day of May, 2010.

(SEAL)


Nancy A. Foxhoven, City Clerk


Wendell Strom, Mayor



GOVERNMENT RESOLUTION

Return to: Christina Bartels, NCIP coordinator, PO Box 94666, Lincoln, NE 68509

Deadline: June 4, 2010

Resolution # 288

- WHEREAS, local municipal and county governments must provide leadership for improving community and economic development efforts; and
- WHEREAS, community and economic development needs can best be determined and solved through a cooperative effort between elected officials and the citizens they represent; and
- WHEREAS, the Nebraska Community Improvement Program, administered by the Nebraska Department of Economic Development, has been reviewed and found to be a means to improve our community; and
- WHEREAS, the city council, village board, or county commissioners of the city, village, or county of Crofton do herewith pledge their full support, endorsement, and cooperation in carrying out the requirements of the NCIP;

Now Therefore Be It Resolved,

that the city, village, or county of Crofton urges its citizens to join this effort and hereby declares this city, village, or county to be an official entrant in the NCIP for the year of 2010.

PASSED AND APPROVED THIS 7th DAY OF June, 2010.

Attest:

Nancy A. Foxhoven
City/Village/County Clerk

Wendell Strub Mayor of Crofton
Chief Elected Official

2010 NCIP INTENT TO ENTER FORM

Return to: Christina Bartels, NCIP Coordinator, P.O. Box 94666, Lincoln, NE 68509

Deadline: June 4, 2010

- 1. Name of Community or Multi-Community** Crofton
Population 684
- 2. Names of Officers** Wendell Strom, Ron Guenther, Allan Avens, Brad Amke
Chairperson Wendell Strom, Mayor Steve Kuehner
Mailing Address 704 W. Omaha St, Crofton, NE 68730
Day Phone _____ **Eve. Phone** 402-388-2523
Fax _____ **E-mail** _____
Assistant Chairperson Ron Guenther, Mayor pro-tem
Mailing Address 610 W. Harold St, Crofton, NE 68730
Day Phone _____ **Eve. Phone** 402-388-2382
Fax _____ **E-mail** _____
Person Preparing (or Coordinating) Nominations Linda Wuebben, Economic Development
Mailing Address City of Crofton, 1210 W. 2nd Street, PO Box 189, Director
Day Phone 402-357-3778 **Eve. Phone** _____ Crofton, NE 68730
Fax _____ **E-mail** linbu@gpcan.net
- 3. NCIP Contact Person (Primary Recipient of Correspondence)** Christina Bartels ? or
Mailing Address Linda Wuebben, same address as above
Day Phone _____ **Eve. Phone** _____
Fax _____ **E-mail** _____
- 4. NCIP Options (check all that apply)**
 - Sustaining NCIP Community (pertains only to communities not submitting awards)
 - Special Project Awards
 - Governor's Community Spirit Award (previously the Community Notebook)
 - Founders Award (Intergovernmental)
 - Good Neighbor Award (Nominating Another Community)
 - Youth Leadership for Outstanding Community Service Award (Individual Youth Leaders)
 - Marilyn Ristine Leadership Award (Individual Adult Leader)
- 5. Release of Information:** The committee gives the Nebraska Department of Economic Development permission to duplicate the award nomination information for public distribution, including on the Internet.
YES NO

Chairperson's Signature: Wendell Strom Mayor of Crofton

2010 NCIP INTENT TO ENTER FORM (Continued)

Return to: Christina Bartels, NCIP coordinator, PO Box 94666, Lincoln, NE 68509

Deadline: June 4, 2010

The Nebraska Department of Economic Development recognizes the importance of community planning and goal setting. In working toward common goals, communities are better able to maximize resources and create a unified sense of community development.

To ensure all NCIP communities are working toward planned goals and outcomes, all participants are required to submit the following information. All information will be given to the judges and used in the judging process. If, however, your community does not accomplish the goals stated below, you can still successfully participate in NCIP by explaining why goals may have changed or been re-prioritized.

Community: Crofton, NE Population: 684

Date Goals Submitted: 6-14-2010

TOP 5 COMMUNITY PRIORITIES

Please list up to 5 priority areas your community would like to address in the future.

1. Construction of Hotel
2. Construction of Assisted Living
3. Transportation vehicle in city
4. Street Repair - developing through streets + storm drains
5. Housing Development

GOALS FOR 2010 NCIP PROGRAM YEAR

NCIP is a process to assist your community in implementing its plans in order to make progress in its community development efforts. Briefly explain what your community hopes to accomplish through NCIP in the upcoming program year.

For the upcoming 2010 program year, the city of Crofton has created a community foundation; is moving toward the construction of a hotel; searching for funding for a public transportation vehicle in the city; and working on a city brochure. If we accomplish all this, it will be a banner year.

ORDINANCE NO. 289

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO GREAT PLAINS CABLE TELEVISION, INC., A CORPORATION, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF CROFTON, NEBRASKA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE PROVIDING FOR CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. DEFINITIONS. For the purpose of this ordinance the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- (a) CITY shall mean the City of Crofton.
- (b) CITY COUNCIL shall mean the governing body of the City.
- (c) COMPANY shall mean the grantee of rights under this ordinance.
- (d) PERSON shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.
- (e) FRANCHISE AREA shall mean that area within the corporate limits of the City.
- (f) STREET shall mean the surface of and the space above and below any public street, right of way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communications or utility easement, now or hereafter existing as such within the franchise area.
- (g) PROPERTY OF COMPANY shall mean all property owned, installed or used by the Company in the conduct of a CATV business in the City.

(h) CATV shall mean a cable television system as hereinafter defined.

(i) CABLE TELEVISION SYSTEM shall mean a system composed of, without limitations, antenna, cable, wires, lines, towers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed, or wired for the purpose of producing, receiving, amplifying, and distributing by coaxial cable audio and/or visual radio, television, electronics or electrical signals to and from persons, subscribers, and locations in the franchise area.

(j) BASIC CATV SERVICE shall mean the simultaneous delivery by the Company to television receivers (or any other suitable types of audio-video communication receivers) of all subscribers in the Franchise Area of all signals of over the air television broadcasters and public, educational, or governmental access facilities required by the FCC to be carried by a cable television system as defined hereinabove. Basic service charge shall also include additional channels including original cablecast programming at the option of the Company.

(k) ADDITIONAL SERVICE SHALL mean any communications service other than basic service provided over its cable television system by the Company directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in communications services including but not limited to satellite distributed programming, burglar alarm, data, or any other electronic intelligence transmission, facsimile reproduction, meter reading, and home shopping.

(l) PAY TELEVISION SERVICE shall mean the delivery over the cable television system of video signals in intelligible form to subscribers for a fee or charge (over and above the charge for basic CATV service) on a per program, per channel, or other subscription basis.

(m) SUBSCRIBER shall mean any person or entity receiving basic CATV service.

(n) GROSS ANNUAL BASIC SUBSCRIBER REVENUES shall mean any and all compensation and other consideration received directly by the Company from subscribers in

payment for regularly furnished basic CATV service. Gross annual basic subscriber revenue shall not include any taxes on services furnished by the Company imposed directly on any subscriber or user by any City, state, or other governmental unit and collected by the Company for such governmental unit, nor shall it include revenue from auxiliary services which include but are not limited to advertising, leased channels, and pay television.

SECTION 2. GRANT OF AUTHORITY. Whereas, the City has approved the legal, character, financial, technical, and other qualifications of the Company and the adequacy and feasibility of the Company's construction arrangements as part of a full public proceeding affording due process, there is hereby granted by the City to the Company the nonexclusive right and privilege to engage in the business of operating and providing a cable television system in the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public way and public place, now laid out or dedicated and all extensions thereof and additions thereto in the franchise area such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the cable television system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms, or corporations including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

SECTION 3. TERM OF FRANCHISE. The franchise and rights herein granted shall continue in force and effect for a term of fifteen (15) years after the effective date of this franchise. The franchise may be renewed for an additional fifteen (15) year period following a public proceeding affording due process.

SECTION 4. CONDITIONS OF STREET OCCUPANCY.

(a) All transmission and distribution structures, lines, and equipment erected by the Company within the franchise area shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said street or other public ways and places. The cable television system shall be constructed, repaired, and operated in compliance with all current City, State, and National construction and electrical codes. The Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will minimize any interference with any installations of the City or of a public utility serving the City.

(b) In case of disturbance of any street, public way, or paved area, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore such street, public way or paved area in as good a condition as before the work involving such disturbance was done.

(c) If at any time during the period of franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Company, upon reasonable notice by the City shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

(d) Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(e) The Company shall, on the request of any person holding a building moving permit issued by the City temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The Company shall have the authority to trim trees upon and overhanging streets and public ways and places of the franchise area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Company.

(g) The Company shall, at its expense protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the Company when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change of establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by the City provided, however, that the Company shall in all such cases have the rights and obligations of abandonment or property of the Company subject to City Ordinances.

(h) The City shall have the right to make additional use, for any public or municipal purpose, of any poles or conduits controlled or maintained exclusively by or for Company in any street, provided such use by City does not interfere with the use by Company. The City shall indemnify and hold harmless Company against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, costs of liabilities of every kind and nature whatsoever arising out of such use of Company's poles or conduits. In addition, the Company shall have the right to make additional use of any poles or conduits controlled or maintained exclusively by the City and shall indemnify and hold harmless the City against and from any and all claims, demands, causes of action, costs, or liabilities of every kind and nature whatsoever arising out of such use of the City's poles or conduits.

(i) At the City's request, the Company shall file with the City Clerk or provide to the City a map showing the location and nature of all underground and above ground cables and equipment in

the City limits prior to the final approval granted by the City Council granting and accepting this franchise.

SECTION 5. SAFETY REQUIREMENTS.

(a) The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) All structures and all lines, equipment and connection in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the franchise area, wherever situated or located shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair.

SECTION 6. SYSTEM CONSTRUCTION AND EXTENSION.

(a) Company, whenever it shall receive a request for service from at least ten (10) subscribers within 1,000 feet of its trunk cable shall extend its system to such subscribers at no cost to the subscribers for system extension other than the usual connection fees for all subscribers, provided that such extension is technically and physically feasible. The 1,000 feet shall be measured in extension length of Company's cable required for service located within the public way or easement and shall not include length of necessary service drop to the subscriber's home or premises.

(b) No person, firm, or corporation in the Company's service area shall be arbitrarily refused service. However, in recognition of the capital costs involved for unusual circumstances such as requirement for underground cable, more than 150 feet of distance from distribution cable to connection of service to a subscribers, or a density of less than ten (10) subscribers per 1,000 feet of cable system, in order to prevent inequitable burdens on potential cable subscribers in more densely

populated area, service may be made available on the basis of cost of materials, labor, and easements.

(c) In the event additional adjacent territory is incorporated within the City's limits by annexation or otherwise, Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

SECTION 7. OPERATIONAL STANDARDS. The Company shall operate and maintain its cable television system in full compliance with the standards set forth by the Federal Communications Commission.

SECTION 8. LOCAL OFFICE; COMPLAINTS. The Company shall maintain a business office or agent which subscribers may telephone during regular business hours without incurring added message or toll charges so that CATV maintenance service shall be promptly available. Should a subscriber have an unresolved complaint regarding the quality of cable television service, equipment malfunctions, or similar matters, the subscriber shall be entitled to meet jointly with an appropriate representative of the City and a representative of the Company within thirty (30) days to fully discuss and resolve such matters.

SECTION 9. RATES. The grantee has on file with the City a schedule of tariffs which shall include all fees, charges, and rates to be charged to subscribers. If any of said fees, chargers, or rates are changed, the grantee shall notify the City of said changes in writing at least thirty (30) days before said changes take effect.

At the time of the adoption of this ordinance the City chooses not to become involved in the rate making process believing that supply and demand will be effective rate control. However, the City reserves the right at some future date to become involved in the rate making process and to

approve or disapprove proposed rates subject to Federal Communications Commission rules and regulations.

SECTION 10. PREFERENTIAL OR DISCRIMINATION PRACTICES PROHIBITED.

The Company shall not as to rates, charges, service facilities, rules, regulations or in any other respect make or grant any preference or advantage to any person nor subject any person to any prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled and provided further that connection and service charges may be waived or modified during promotional campaigns of Company.

SECTION 11. FRANCHISE PAYMENTS. The Company shall pay to the City on or before March 31st of each a year three percent (3%) franchise fee based on basic, expanded basic and bundled revenues received for cable television operations in the Franchise Area for the preceding calendar year. No other fee, charge, or consideration shall be imposed. Sales tax or other taxes levied directly on a per subscription basis and collected by the Company shall be deducted from the gross service revenues before computation of sums due the City is made. The Company shall provide an annual summary report showing service revenues received during the preceding year.

SECTION 12. INDEMNIFICATION OF CITY.

(a) The Company shall at all times protect and hold harmless the City from all claims, actions, suits, liability, loss, expense, or damages of every kind and description, including investigation costs, court costs, and attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence of the Company in the ownership, construction, repair, replacement, maintenance, and operation of said cable television system and by

reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system.

The Company shall maintain in full force and effect during the life of any franchise, public liability insurance in a solvent insurance company authorized to do business in the State of Nebraska at no less than in the following amounts:

- (1) \$100,000.00 property damage in any one accident;
- (2) \$250,000.00 for personal injury to any one person;
- (3) \$500,000.00 for personal injury in any one accident.

Provided that all such insurance may contain reasonable deductible provisions not to exceed \$1,000.00 for any type of coverage, and provided further the City may require that any and all investigation of claims made by any person, firm, or corporation against the City arising out of any use or misuse of privileges granted to the Company hereunder shall be made by or at the expense of the Company or its insurer.

SECTION 13. APPROVAL OF TRANSFER. The Company shall not sell or transfer its plant or system to another, other than a parent company or a wholly owned subsidiary of the Company nor transfer any rights under this franchise to another without City Council approval. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the City Clerk an instrument duly executed reciting the fact of such sale, assignment or lease accepting the terms of the franchise, and agreeing to perform all the conditions thereof. Such City Council approval will not be unreasonably withheld and neither this Section nor other Sections of this franchise shall preclude the assignment of certain rights in the system by the Company for the purpose of financing.

SECTION 14. NEW DEVELOPMENTS. It shall be the policy of the City liberally to amend this franchise upon application of the Company when necessary to enable the Company to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently, or economically to serve its customers.

SECTION 15. MISCELLANEOUS PROVISIONS.

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) In the case of any emergency or disaster, the Company shall, upon request of the City, make available its facilities to the City for emergency use during the emergency or disaster period.

(c) The City specifically reserves the right to grant other non-exclusive franchises for operation of cable television service in the Franchise Area.

SECTION 16. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. The Company shall at all times be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time, in addition to the provisions herein contained, such ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of the State or other local laws or regulations.

SECTION 17. RESOLUTION OF INCONSISTENCIES WITH FEDERAL OR STATE RULES, REGULATIONS, OR LAWS.

(a) In any case of an actual inconsistency between any provision or section of this ordinance, and any provision or section of a Federal or State rule, regulation, or law, then the Federal or State

rule, regulation, or law shall not only supersede the effect of the ordinance, but also control in any local application.

(b) The above subsection specifically includes any situation wherein an applicable Federal or State judicial decision creates an actual inconsistency with any provision or section of this ordinance. In such a situation, the Federal or State judicial decision shall not only supersede the effect of the ordinance but also control in any local application.

SECTION 18. NOTICES.

Both the City Council and Company shall provide the other party with the name and address of the contact person designated to receive notices, filings, reports, records, documents, and other correspondence. All notices shall be delivered to each party's contact person by certified mail, return receipt requested, personal service with a signed receipt of delivery, or overnight with receipt verification. The delivery of all notices, reports, records, and other correspondence shall be deemed to have occurred at the time of receipt.

SECTION 19. DEFAULT. In the event the City alleges the Company is in default or breach of any provision of this Ordinance, the City shall notify the Company of such alleged breach. The Company thereafter shall have forty-five (45) days to remedy the alleged default or breach. In the event the Company does not satisfactorily remedy said breach or default, or within said forty-five (45) day period, the City shall conduct a public hearing regarding the alleged default or breach and the proposed action, if any, to be taken by the City. In the event of a substantial and material breach of this Ordinance by the Company, the City shall have the right to revoke any or all of the rights and privileges granted herein. Notice of said hearing shall be given to the Company not less than ten (10) days prior to said hearing. Said hearing shall be conducted in such a manner as to afford the Company rights of due process. The City Council shall render its decision in writing and

shall set forth the specific default or breach upon which the City Council's finding is based. Notice of the finding and decision shall be given to the Company within seven (7) days after the decision is made by the City Council. Thereafter, the Company shall have thirty (30) days in which to cure or remedy the default or breach or pursue appeal or review rights to which it may be entitled pursuant to the laws of the State of Nebraska.

SECTION 20. VIOLATIONS.

(a) From and after the effective date of this ordinance it shall be unlawful for any person to construct, install, or maintain on any public street in the City or within any other public property of the City or within any privately owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a cable television system, unless a franchise authorizing use of such street or property or area has first been obtained, and unless such franchise is in full force and effect.

(b) It shall be unlawful for any person, firm, or corporation to make any unauthorized connection whether physically, electrically, acoustically, inductively, or otherwise with any part of the franchised cable television system within this City for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program or sound, without payment to the operator of said system.

(c) It shall be unlawful for any person, without the consent of the owner, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs or sound.

SECTION 21. PENALTIES. Any person violating or failing to comply with any of the provisions of Section 20 of this Ordinance shall be guilty of a misdemeanor and for each day of

violation or failure to comply may be punished by a fine not to exceed \$100.00 or by imprisonment for a term of not to exceed thirty (30) days or by both such fine and imprisonment.

SECTION 22. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase hereof irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid, or unconstitutional. The validity of any portion of this Ordinance shall not abate, reduce, or otherwise effect any consideration or other obligation required of the Company.

SECTION 23. PRIVACY.

(a) The grantee shall not initiate or use any form, procedure, or device for procuring information or data from a subscriber's premises by use of the cable system without prior valid written authorization from each subscriber so affected which authorization shall not have been obtained as a condition of service. Neither the City nor the grantee shall without prior valid written authorization from each subscriber so affect, provide any data identifying subscribers' names or addresses to any other party.

(b) No authorization for procurement or dissemination of subscriber identifiable information or data shall be valid unless it specifies the type or types of information or data covered and the parties authorized to collect, receive, store, record, transmit, or otherwise convey the information or data.

(c) It shall be unlawful for the grantee or any firm, person, group, company, corporation, governmental body, or agency to procure information or data from a subscriber's premises by use of the cable system without the prior valid written authorization from each subscriber so affected.

SECTION 24. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 25. This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed and approved this 7th day of June, 2010.

CITY OF CROFTON, NEBRASKA

BY Wendell Stum
MAYOR

ATTEST:

Nancy A Foxhoven
CITY CLERK