

Crete City Council Regular Meeting
Tuesday, November 21, 2023 6:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.
- Please stand for the Pledge of Allegiance.

2. Roll Call

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

3. Consent Agenda

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

3.A. Approve Meeting Minutes

- 3.A.1. November 7, 2023 City Council Minutes
- 3.A.2. November 7, 2023 Finance Committee Minutes
- 3.A.3. November 7, 2023 Leg.Econ.Development Minutes
- 3.A.4. November 7, 2023 Parks & Rec Committee Minutes
- 3.A.5. November 7, 2023 Public Safety Committee Minutes

3.B. Accept the City Treasurer's Report

3.C. Approve the Payment of Claims Against the City

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
- 4.A. Public Hearing for Retail Liquor License from Carniceria San Fernando 228 East 13th Street, Crete, NE.**
- 4.B. Public Hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning Map amendment. College Park Addition block 15 lots 9-11 R2 changed to R-3.**
- 4.C. Consider the zoning request for College Park Addition block 15 lots 9-11 R2 changed to R-3.**
- 4.D. Consider the variance for College Park Addition block 15 lots 9-11 R2 changed to R-3.**

- 4.E. Consider the Burlington Estates Preliminary Plat.
- 4.F. Consider the Burlington Estates Final Plat.
- 4.G. Public Hearing of the Board of Equalization to determine the benefits to properties in the 2021 gap paving projects.
- 4.H. The Board of Equalization and Assessment determine, equalize and levy special assessments on the lots and parcels of land abutting on or adjacent to the street improved in and the land included within the limits of said projects.
- 4.I. Consider adopting Resolution No. 2023-23 Levying And Assessing The Costs Of The Improvements
- 4.J. Consider adopting Resolution No. 2023-24 Special Assessment Hearing.
- 4.K. Consider adopting Resolution No. 2023-25 Special Assessment Hearing.
- 4.L. Consider adopting Resolution No. 2023-26 Special Assessment Hearing.
- 4.M. Consider the Constructors, Inc. Change Order No. 3 in the amount of \$853.56 for work on 21st and Main.
- 4.N. Consider the Contractor's Application No. 5 for Payment in the amount of \$555,127.28 from Constructors, Inc. for the 2022 Street Improvements Districts 2022-1 to 2022-07.
- 4.O. Consider approving payment of claims to Crete Ace Hardware in the amount of \$19.76.
- 4.P. Consider the Crete Public Library applying for a \$1,000 Internship Grant from the Nebraska Library Commission.
- 4.Q. Consider the Crete Public Library applying for a \$2,500 Youth Grant for excellence from the Nebraska Library Commission.
- 4.R. Consider enacting Ordinance No. 2187 Relating To The Sale Of Real Estate Owned By The City.
- 4.S. Consider the Application No. 8 and Certificate For Payment from General Excavating in the amount of \$172,612.64.
- 4.T. Consider the Loan Agreement Between the Nebraska Department of Environment and Energy and The City of Crete, Nebraska Project NO. D311654
- 4.U. Consider adopting Resolution 2023-27 To Authorize The Mayor To Execute The Contract For A Loan Between The Nebraska Department Of Environment and Energy And The City Of Crete, Nebraska.

5. **Petitions - Communications - Citizen Concerns**

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

6. **Officers' Reports**

- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

7. **Adjournment**

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



CITY COUNCIL REGULAR MEETING

November 7th, 2023 at 6:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Tom Crisman: Present
Anthony Fitzgerald: Present
Kyle Frans: Present
Ashley Newmyer: Present
Dan Papik: Present
Dale Strehle: Present

Present: 6.

3. Consent Agenda

Approved Consent Agenda Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

3.A. Approve Meeting Minutes

November 7th, 2023

- 3.A.1. October 17, 2023 City Council Minutes**
- 3.A.2. October 17, 2023 Leg.Econ.Development Minutes**
- 3.A.3. October 17, 2023 Personnel Committee Minutes**
- 3.A.4. October 17, 2023 Public Safety Committee Minutes**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.D. Approve Blue River Arts Council LB840 Grant Reimbursement Request totaling \$77,546.95**
- 3.E. Consider the reimbursement to Gary Young for frames purchased for awards in the amount of \$60.41.**
- 3.F. The Mayor's reappointment of Brent Cole to the Civil Service Commission for the term ending in 2028.**

4. Items of Business

4.A. Ben Schwartz with Blue Valley Community Action Partnership presenting a report on operations.

Ben Schwartz of Blue Valley Community Action Partnership provided a report on operations.

4.B. Consider adopting Resolution No. 2023-21 Signing of The Year-End Certification of City Street Superintendent 2023.

This item went to the Public Works committee and it is to certify the City Street Superintendent for 2023.

Introduce and Adopt Resolution No. 2023-21 Signing of The Year-End Certification of City Street Superintendent 2023. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.C. Consider the Change Order No.1 for City Office South Drive in the amount of \$3,565.00 from Pave LLC.

City Administrator Tom Ourada explained that this was for cracked up paving that made sense to do with the new paving. This item went to the Public Works committee.

Approved the Change Order No.1 for City Office South Drive in the amount of \$3,565.00 from Pave LLC. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.D. Consider the Contractor's Application for Payment from Pave LLC. for the City Office South Drive in the amount of \$188,949.00

City Administrator Tom Ourada stated that this is the total payment for the project.

Approved the Contractor's Application for Payment from Pave LLC. for the City Office

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South Drive in the amount of \$188,949.00 Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.E. Consider the Application For Special Event Permit SE23-09 for the Crete Cares Food Distribution event.

Chief of Police Gary Young explained that this is the second year he has worked with Brent Braunberger with the Crete Cares Food Distribution. This year it will take place on Saturday, December 9th 2023. The distribution will take place at the Bus Barn at Crete Public Schools. Cars will be able to go in through the Crete Public Schools Administration & Welcome Center and route through Linden Ave to the Bus Barn. This year they will be spacing out people in time blocks from 9am to 11am so everybody doesn't show up all at once.

Approved the Application For Special Event Permit SE23-09 for the Crete Cares Food Distribution event. Carried with a motion by Dan Papik and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.F. Consider authorizing the NDOT Improving Data Mini-Grant Contract Application and Award for the Crete Police Department for equipment for eCitations and eCrash.

Chief of Police Gary Young stated that this is to upgrade the computers. The current data 911 system they have is incredibly difficult to work with and IT Director Director Mike Kalkwarf and GIS/IT Emerson Aschoff have been working on making it work. They would like to use this grant to replace the remaining three data 911 systems they have.

Authorized the NDOT Improving Data Mini-Grant Contract Application and Award for the Crete Police Department for equipment for eCitations and eCrash. Carried with a motion by Dan Papik and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.G. Consider enacting Ordinance 2185 Amending Electric Access to Premises.

City Attorney Anna Burge explained that this Ordinance is to allow the City to have electric access to premises. The only change in the was the last sentence in the ordinance to allow the City to bill the property owner to move the electric meter.

Introduce Ordinance 2185 and move that the statutory rule requiring three separate readings be suspended. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Enact Ordinance 2185 To Amend Section 3-112 of the Crete Municipal Code to allow the City to move electric meters at the cost of the customer. Carried with a motion by Dale Strehle

and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.H. Consider enacting Ordinance 2186 Amending Water Access to Premises.

City Attorney Anna Burge mentioned that this is to allow the City to have access to premises to read the water meters and to bill the property owner to move the water meter if they refuse to give them access.

Introduce Ordinance No. 2186 and move that the statutory rule requiring three separate readings be suspended. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Enact Ordinance 2186 To Amend Section 3-212 Of The Crete Municipal Code to allow the City to move water meters at the cost of the customer. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.I. Consider the Change Order No. 2 from Constructors Inc. in the amount of \$9,200 for the irrigation and landscaping work at 21st and Main.

City Administrator Tom Ourada explained that this is a change order for the landscaping work at 21st and Main. There was discussion on how this is going to get paid and there will be shared cost. This item went to Public Works. Council member Strehle stated that it is their recommendation to approve the change order No.2 in the amount of \$9,200 and the property owner pay a portion of the cost.

Approve the Change Order No. 2 from Constructors Inc. in the amount of \$9,200 for the irrigation and landscaping work at 21st and Main. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.J. Consider awarding a three-year Cemetery Hay Lease to the highest bidder.

The three-year Cemetery Hay Lease was awarded to Ernie Odvody for the amount of \$1,365.75.

Award a three-year Cemetery Hay Lease to Ernie Odvody in the amount of \$1,365.75. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.K. Consider awarding a three-year WWTP Farm Lease to the highest bidder.

Award a three-year WWTP Farm Lease to Nathan Patak in the amount of \$1,350.00. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The three-year WWTP Farm Lease was awarded to Nathan Patak in the amount of \$1,350.00.

4.L. Consider the Food Bank distribution being moved to Tuxedo Park.

This item went to Public Safety and it was their recommendation to have the Food Bank distribution moved to Tuxedo Park.

Approved the Food Bank distribution being moved to Tuxedo Park. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.M. Consider adopting Resolution 2023-22 To Limit The Use Of City Park's Parking Lot To City Staff and Park Patrons.

Mayor Dave Bauer clarified that the use of the parking lot to city staff and park patrons is for the city staff that come to city hall to conduct business. City Administrator Tom Ourada stated that the restrictions are necessary. Park and Recreation committee member Ashley Newmyer stated that it is their recommendation to adopt Resolution 2023-22.

Introduce and Adopt Resolution 2023-22 To Limit The Use Of City Park's Parking Lot To City Staff and Park Patrons. Carried with a motion by Ashley Newmyer and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.N. Consider the Application For The Crete Carrier Room Grant.

City Administrator Tom Ourada explained that this application for the Crete Carrier Room grant would be for individuals or organizations to fill out to get assistance with the room rental for events or activities that would benefit the community. The Economic Development committee did look at this item.

Approve the Application For The Crete Carrier Room Grant. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.O. Consider the LB840 Application from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill in the amount of \$88,973.88.

City Administrator Tom Ourada stated that this LB840 Application from Old Main Bar & Grill went to the Economic Development Advisory Board and it was their recommendation to

award the maximum amount, which is 50% of eligible activities, and it turned out to be \$88,973.88.

Approve the LB840 Application from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill in the amount of \$88,973.88. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.P. Consider the approval of a CDBG contract amendment to extend the contract end date to August 4th, 2024 for the completion of the City of Crete's Downtown Revitalization project.

City Administrator Tom Ourada stated that the City had originally asked for a contract amendment to extend the contract for a year. However, the Department of Economic Development did come back with a request to have the contract amendment be for 9 months. This will be submitted for a 9-month extension. This item went to the Economic Development Committee and it is their recommendation to approve the 9-month contract amendment.

Approved a CDBG contract amendment to extend the contract end date to August 4th, 2024 for the completion of the City of Crete's Downtown Revitalization project. Carried with a motion by Anthony Fitzgerald and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.Q. Consider approving payment of claims to Crete Ace Hardware in the amount of \$1,579.59.

Approve payment of claims to Crete Ace Hardware in the amount of \$1,579.59. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 5, No: 0, Abstain (With Conflict): 1

4.R. Consider selecting a City Engineer.

Discussed the selection of a City Engineer. Interviews will be conducted on November 14th, 2023 at 4:00 p.m.

4.S. Consider the LB840 Economic Development Program Amended Plan.

City Administrator Tom Ourada explained that when the City of Crete was originally challenged on the LB840 award to BRAC Cline Williams was asked if BRAC was a qualifying entity. The Cline Williams attorney at the time did the research and said that yes, BRAC was a qualifying entity. The award was based on that recommendation. The auditor of public accounts did mention that the plan was outdated. Trent Sidders with Cline Williams updated the LB840 Economic Development Program Plan.

Approved the LB840 Economic Development Program Amended Plan. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

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Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

5. Petitions - Communications - Citizen Concerns

Tyler Ward thanked the City of Crete and Liz Cody, Park and Recreation Director, for the opportunity to work on the Driftwood Trail.

6. Officers' Reports

- Chief of Police, Gary Young reported the following:
 - The Trunk or Treat was moved indoors at the High School and had a great turn out.
 - Thanked the City Council for the cameras that were purchased. They were installed in the vehicles and the officers are liking the features.

- Liz Cody, Park and Recreation Director reported the following:
 - Thanked Adam and Tyler for the work they did with the rest of the boy scout troops to clean up the trail. Cody stated they spent around 80 hours with prep and ground work. The work will continue on the trail.
 - Park and Rec Gold Star 5-week program started this past Sunday, November 5th 2023.
 - Currently working on a wish list for programs for next year. If people have suggestions.
 - There are 21 industrial trash cans that will be installed in the parks.
 - Wrapping up projects with the Crete Diamonds, Blue River Raceway, and at the Crete Public Library.
 - Toured the City and there are 825 trees noted of which letters will be going out for about 50 for action to remedy safety concerns.
 - Will be working on submitting the Tree City USA application.

- Savannah Anderson, Human Resource Coordinator introduced Ezequiel Mason as the new Electric Department Line Ground person.

- Council members Kyle Frans, Anthony Fitzgerald, and Dan Papik thanked Adam and Tyler Ward and Liz Cody and the rest of the Park and Recreation Department for the work on the Tuxedo Park Trail.

- Tom Ourada, City Administrator reported the following:
 - The City of Crete will not be putting up flags on Main Street since Tom Parker and his group are putting up 600 flags. The City will continue to put up the flags at City Park.
 - Explained that at the last Planning Commission Meeting the agenda items on the Burlington Estates Preliminary and Final Plats were voted on and forwarded to the City Council with 3-2 votes. The Planning Commission will hold a public Hearing for proposed Zoning Map amendment for College Park Addition block 15 lots 9-11 R2 to R3 on Monday, November 20th at 7:00pm. This change is for the Burlington Estates.

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- The City Council will hold a Public Hearing on the proposed Zoning Map amendment for College Park Addition block 15 lots 9-11 R2 to R3 on Tuesday, November 21st at 6:00pm.
- The City Council will also hold a public hearing on gap paving street assessments on November 21st.
- Negotiations are taking place with Norris Public Power District to move the electric service at 547 CR 2400 to the City System.
- Mayor Bauer thanked Tom Parker and his group for the American Flags that are placed around the City.

6.A. Public Hearing for proposed Zoning Map amendment College Park Addition block 15 lots 9-11 R2 to R3 on Tuesday, November 21st at 6:00pm.

6.B. October 19, 2023 Airport Advisory Board Meeting Minutes

6.C. October 2023 Municipal Review

7. Adjournment

7:04 p.m.

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material

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discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the Subjects to be discussed.

City Clerk-Treasurer

(S E A L)

November 7th, 2023

City Council
Claims Paid

PAYEE	DESCRIPTION	AMOUNT
CITY REVENUE FUND	SALES TAX	\$27.57
CRETE ACE HARDWARE	SUPPLIES	\$60.41
NAPA AUTO PARTS	PARTS	\$101.15
NE TITLE COMPANY	AIRPORT-EASEMENT & RESTRICTIONS	\$2,475.00
U.S. BANK	SUPPLIES	\$120.22
WASTE CONNECTIONS OF NEBRASKA	SERVICES	\$80.64
AIRPORT FUNDS	SUBTOTAL	\$2,864.99
CITY REVENUE FUND	CON DEP APPLIED	\$774.13
EARNEST WEINMEISTER	CON DEP REFUND	\$4.20
MELODY SHEW	CON DEP REFUND	\$25.83
TREY MARQUARDT	CON DEP REFUND	\$10.04
CONSUMER DEPOSIT FUNDS	SUBTOTAL	\$814.20
AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP	\$358.00
ASCHOFF, EMERSON	MEETING	\$26.28
BLACK HILLS ENERGY	UTILITY	\$208.73
BRIDGES, GORDON	TRAINING	\$170.30
CAPITAL BUSINESS SYSTEMS INC	CONTRACT	\$283.04
CASELLE, INC.	CONTRACT	\$1,682.61
CITY HALL FUND	RENT	\$1,225.00
CITY HEALTH FUND	HRA	\$860.00
CITY REVENUE FUND	SEWER REV	\$11,323.88
CITY TAX FUND	ELECTRIC SURPLUS & FRANCHISE	\$39,167.00
CORE & MAIN LP	SUPPLIES	\$10,241.18
CRETE ACE HARDWARE	SUPPLIES	\$581.03
CRETE POSTMASTER	POSTAGE	\$1,447.09
EAKES OFFICE SOLUTIONS	SUPPLIES	\$77.37
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$88.80
HEARTLAND NATURAL GAS	UTILITY	\$63.47
JEO CONSULTING GROUP INC.	SERVICE	\$9,093.75
KIDWELL	SERVICE AGREEMENT	\$1,644.00
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$252.97
MIDWEST LABORATORIES INC	LABS	\$2,076.41
MUNICIPAL ENERGY AGENCY OF NEBRASKA	UTILITY	\$668,824.80
NAPA AUTO PARTS	MAINTENANCE	\$312.70
NE PUBLIC HEALTH ENVIRONMENTAL LABORATORY	LAB	\$240.00
OLSSON	CONSULTING	\$2,375.12
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$19.00
OURADA, TOM	MEETING	\$78.60
PIEPER, RICHARD	TRAINING	\$68.94
POWER MANAGER	RENEWAL	\$195.00
QUADIENT FINANCE USA INC	POSTAGE	\$261.25
QUADIENT LEASING	POSTAGE	\$329.43
SID DILLON FORD	MAINTENANCE	\$47.56
U.S. BANK	SUPPLIES	\$879.40
UNITE PRIVATE NETWORKS LLC	SERVICE	\$726.00

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PAYEE	DESCRIPTION	AMOUNT
UPS	POSTAGE	\$19.98
USABLUBOOK	SUPPLIES	\$518.02
WASTE CONNECTIONS OF NEBRASKA INC	UTILITY	\$213.29
WINDSTREAM COMMUNICATION	UTILITY	\$65.88
XPRESS BILL PAY	SERVICE CHARGES	\$954.58
UTILITY FUNDS	SUBTOTAL	\$757,000.46
911 CUSTOM	UNIFORMS	\$168.98
ALL COPY PRODUCTS INC	LEASE	\$292.68
ALL ROAD BARRICADES INC	SIGNAGE	\$433.53
AMAZON CAPITAL SERVICES	PROGRAM EXPENSE	\$1,741.10
AMERICAN HISTORY	RENEWAL	\$24.95
ANDERSON FORD	PD VEHICLE	\$46,946.00
ASCHOFF, EMERSON	TRAINING	\$8.76
BAKER & TAYLOR	BOOKS/MAGAZINES	\$1,167.79
BARCO MUNICIPAL PRODUCTS INC	SIGNAGE	\$144.80
BEATRICE CONCRETE CO	CONCRETE	\$3,246.42
BIRDS & BLOOMS	RENEWAL	\$16.10
BLACK HILLS ENERGY	3RD PARTY DAMAGE	\$2,166.95
BOUND TREE MEDICAL LLC	SUPPLIES	\$86.28
BRAC	GRANT REIMBURSEMENT	\$77,546.95
CANON FINANCIAL SERVICES	CONTRACT	\$255.00
CAPITAL BUSINESS SYSTEMS INC	CONTRACT	\$414.59
CAPITAL UMPIRES ASSOCIATION	UMPIRE FEES	\$4,004.00
CASELLE, INC.	CONTRACT	\$933.39
CDW GOVERNMENT INC	COMPUTER EXPENSE	\$434.87
CELLEBRITE INC	SUBSCRIPTION	\$6,100.00
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$271.11
CHAPIN LAWN CARE	MOWING & FERTILIZER	\$334.99
CHARPEN PROPERTIES LLC	RENOVATION	\$1,271.84
CITY HALL FUND	RENT	\$375.00
CITY HEALTH FUND	HRA	\$1,140.00
CITY REVENUE FUND	FRANCHISE PMT	\$13,746.47
CITY TAX FUND	LIBRARY BOND	\$21,000.00
CONSOLIDATED MANAGEMENT COMPANY	TRAINING	\$16.25
COUNTY ROAD TIRE LLC	MAINTENANCE	\$1,362.95
CRETE ACE HARDWARE	SUPPLIES	\$938.15
CRETE AREA MEDICAL CENTER	ALS SERVICE FEE	\$4,242.23
CRETE FOODMART	SUPPLIES	\$24.26
CRETE LUMBER & FARM SUPPLY CO	SUPPLIES	\$2,692.00
CRETE POSTMASTER	POSTAGE	\$70.00
CRIST AUTO BODY REPAIR	MAINTENANCE	\$3,764.10
CRIST TOWING SERVICE	MAINTENANCE	\$702.00
CULLIGAN WATER SERVICE	RENTAL	\$13.00
DULTMEIER SALES LLC	SUPPLIES	\$160.85
EAKES OFFICE SOLUTIONS	SUPPLIES	\$98.69

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City Council
Claims Paid

PAYEE	DESCRIPTION	AMOUNT
EMERGENCY MEDICAL PRODUCTS	SUPPLIES	\$877.26
ENDICOTT CLAY PRODUCTS CO	VETERANS BRICKS	\$30.00
ENVIRO-TECH PEST SERVICES	SERVICE	\$90.00
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$29.60
FIRST NATIONAL BANK OF OMAHA	LATE FEE	\$465.97
GARY YOUNG	REIMBURSEMENT	\$56.33
GILMORE & ASSOCIATES INC	CONSULTING	\$3,707.68
GLASS EDGE OF LINCOLN INC	REPLACEMENT	\$3,485.00
HEARTLAND NATURAL GAS	UTILITY	\$9.71
iPROMOTEu	SUPPLIES	\$536.70
JAY'S OIL CO	SUPPLIES	\$30.00
JINDRA IRRIGATION	SOD REPAIR	\$560.00
KIDWELL	SERVICE AGREEMENT	\$5,206.00
LEAGUE OF NEBR. MUNICIPALITIES	CONFERENCE	\$5,085.00
MAGNOLIA JOURNAL	SUBSCRIPTION	\$20.00
MATHESON TRI-GAS INC	SUPPLIES	\$139.50
MIDWEST ALARM SERVICES	SERVICE	\$101.85
MOTHER JONES	SUBSCRIPTION	\$15.00
NAPA AUTO PARTS	SUPPLIES	\$495.97
NEBRASKA.GOV	LISTING	\$6.00
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$19.00
PACE PAYMENT SYSTEMS INC	PAYMENT	\$5.00
PAPER TIGER SHREDDING	SERVICE	\$30.00
PAVE LLC	CITY OFFICE SOUTH DRIVE	\$188,949.00
PAVERS INC	ASPHALT	\$772.06
PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE	\$95.37
QUADIENT FINANCE USA INC	POSTAGE	\$556.87
SCHINDLER ELEVATOR CORP	INSPECTION	\$376.62
SEWARD COUNTY INDEPENDENT	PROCEEDINGS	\$732.20
SID DILLON FORD	MAINTENANCE	\$184.01
SIEDHOFF BODY SHOP	MAINTENANCE	\$225.00
SPEIDELL MONUMENTS INC	COLUMBARIAM DOORS	\$5,520.00
STEVENSON, JOY	TRAINING	\$94.35
TERRYBERRY	AWARDS	\$115.60
THE BPAD GROUP INC	RENEWAL	\$250.00
U.S. BANK	SUPPLIES	\$1,784.95
UNION BANK	BOND	\$197,430.00
UNITE PRIVATE NETWORKS LLC	SERVICE	\$374.00
WASTE CONNECTIONS OF NEBRASKA INC	UTILITY	\$687.83
WINDSTREAM	UTILITY	\$302.83
TAX FUNDS	SUBTOTAL	\$617,819.38
ALL FUNDS	TOTAL	\$1,378,499.03



CITY COUNCIL FINANCE COMMITTEE MEETING

November 7th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Ashley Newmyer: Present
Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the reimbursement to Gary Young for frames purchased for awards in the amount of \$60.41.

Chief of Police Gary Young explained that he had purchased frames for awards to give to some officers and for the Beatrice PD personnel who helped with the computer issues. The cost of the frames is less than one single award done at a specialty shop.

Recommend to the City Council on the reimbursement to Gary Young for frames purchased for awards in the amount of \$60.41. Carried with a motion by Dale Strehle and a second by Ashley Newmyer.

Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

November 7th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Tom Crisman: Present
Anthony Fitzgerald: Present
Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the Application For The Crete Carrier Room Grant.

City Administrator Tom Ourada explained that this application would be for people or organizations wanting to use the Crete Carrier Room for a community event or purpose. City Attorney Anna Burge stated that the City Council would approve each application individually. Recommend to the City Council on the Application For The Crete Carrier Room Grant. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.B. Consider a recommendation to the City Council on the LB840 Application from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill for the amount of \$88,973.88.

City Administrator Tom Ourada stated that the LB840 Economic Development Advisory Committee reviewed the application from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill and recommended the amount of \$88,973.88.

Recommend to the City Council on the LB840 Application from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill for the amount of \$88,973.88. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.C. Consider a recommendation to the City Council on approval of a CDBG contract amendment to extend the contract end date to August 4th, 2024 for the completion of the City of Crete's Downtown Revitalization project.

City Administrator Tom Ourada stated that originally the City of Crete had asked for a contract amendment to extend the contract end date to November 2024. However, the contract amendment can only be extended to August 4th, 2024 for the completion of the City of Crete's Downtown Revitalization project.

Recommend to the City Council on the approval of a CDBG contract amendment to extend the contract end date to August 4th, 2024 for the completion of the City of Crete's Downtown Revitalization project. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.D. Consider a recommendation to the City Council on the LB840 Economic Development Program Amended Plan.

City Administrator Tom Ourada explained that when the City of Crete was originally challenged on the LB840 award to BRAC Cline Williams was asked if BRAC was a qualifying entity. The Cline Williams attorney at the time did the research and said that yes, BRAC was a qualifying entity. The award was based on that recommendation. The auditor of public accounts did mention that the plan was outdated. Trent Sidders with Cline Williams updated the LB840 Economic Development Program Plan.

Recommend to the City Council on the LB840 Economic Development Program Amended Plan. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PARKS & RECREATION COMMITTEE MEETING

November 7th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Ashley Newmyer: Present
Dan Papik: Present
Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on Resolution 2023-22 To Limit The Use Of City Park's Parking Lot To City Staff and Park Patrons.

City Administrator Tom Ourada explained that the City Park's parking lot is intended to be used for park patrons and for city staff who stop at City Hall to do business or to work on the park. There will be signs that say City Hall and Park Patrons Parking.

Recommend to the City Council on Resolution 2023-22 To Limit The Use Of City Park's Parking Lot To City Staff and Park Patrons. Carried with a motion by Kyle Frans and a second by Dan Papik.

Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

November 7th 2023, 2023 at 5:00 PM

Crete City Hall, 243 East 13th Street

MINUTES

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

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

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Tom Crisman: Present

Anthony Fitzgerald: Present

Dan Papik: Present

Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the Application For Special Event Permit SE23-09 for the Crete Cares Food Distribution event.

Chief of Police Gary Young explained that this is the second year he has worked with Brent Braunberger with the Crete Cares Food Distribution. This year it will take place on Saturday, December 9th 2023. The distribution will take place at the Bus Barn at Crete Public Schools. Cars will be able to go in through the Crete Public Schools Administration & Welcome Center and route through Linden Ave to the Bus Barn. This year they will be spacing out people in time blocks from 9am to 11am so everybody doesn't show up all at once.

Recommend to the City Council on the Application For Special Event Permit SE23-09 for the Crete Cares Food Distribution event. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

3.B. Consider a recommendation to the City Council on authorizing the NDOT Improving Data Mini-Grant Contract Application and Award for the Crete Police Department for equipment for eCitations and eCrash.

Chief of Police Gary Young stated that this is to upgrade the computers. The current data 911 system they have is incredibly difficult to work with and IT Director Director Mike Kalkwarf and GIS/IT Emerson Aschoff have been working on making it work. They would like to use this grant to replace the remaining three data 911 systems they have.

Recommend to the City Council on authorizing the NDOT Improving Data Mini-Grant Contract Application and Award for the Crete Police Department for equipment for eCitations and eCrash. Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

3.C. Consider a recommendation to the City Council on the Food Bank distribution being moved to Tuxedo Park.

Mayor Bauer asked that this item be put on the agenda. There have been more people attending the food distribution and for the past two months he has been getting calls about the traffic being backed up around Iris Ave down 13th st all the way to Doane Drive. They had been looking at moving it years ago and at that time, had not been an option because of the old bridge. However, now with the new bridge, Tuxedo Park is a good option for food distribution with there being lots of room for cars to drive around. Bauer mentioned wanting this done immediately before the distribution in November.

Recommend to the City Council on the Food Bank distribution being moved to Tuxedo Park. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
001-4101 CONSUMERS DEPOSIT INV. INT.	658.14	658.14	1,000.00	341.86	65.8
001-4102 GAS & DIESEL FUEL SALES	5,842.55	5,842.55	40,000.00	34,157.45	14.6
001-4103 SALES TO CITY	20,894.17	20,894.17	275,000.00	254,105.83	7.6
001-4104 FORFEITED DISCOUNTS	3,466.24	3,466.24	50,000.00	46,533.76	6.9
001-4105 CONNECTIONS & COLLECTIONS	1,103.00	1,103.00	20,000.00	18,897.00	5.5
001-4106 R SALES	199,491.59	199,491.59	2,700,000.00	2,500,508.41	7.4
001-4107 GS SALES	95,252.09	95,252.09	1,400,000.00	1,304,747.91	6.8
001-4108 GD, GDH, LP1 SALES	348,542.82	348,542.82	3,900,000.00	3,551,457.18	8.9
001-4111 FORFEITED DISCOUNT - GARBAGE	347.74	347.74	3,800.00	3,452.26	9.2
001-4200 RH SALES	38,643.15	38,643.15	625,000.00	586,356.85	6.2
001-4202 LP2 SALES	188,508.33	188,508.33	2,650,000.00	2,461,491.67	7.1
001-4203 IRRIGATION SALES	189.48	189.48	1,500.00	1,310.52	12.6
001-4204 RENTAL LIGHTS P1	.00	.00	20.00	20.00	.0
001-4205 RENTAL LIGHTS P2	485.50	485.50	4,500.00	4,014.50	10.8
001-4206 RENTAL LIGHTS P3	58.60	58.60	600.00	541.40	9.8
001-4207 RENTAL LIGHTS P4	56.20	56.20	600.00	543.80	9.4
001-4208 RENTAL LIGHTS M1	18.40	18.40	200.00	181.60	9.2
001-4209 RENTAL LIGHTS M2	26.10	26.10	250.00	223.90	10.4
001-4210 RENTAL LIGHTS M7	33.90	33.90	350.00	316.10	9.7
001-4211 POLE RENTALS - CABLEVISION	3,181.50	3,181.50	3,000.00	(181.50)	106.1
001-4213 PLANT CAPACITY LEASE- MEAN	12,302.00	12,302.00	135,000.00	122,698.00	9.1
001-4214 CURRENT USED PLANT/WAREHOUSE	.00	.00	25,000.00	25,000.00	.0
001-4215 NATURAL GAS SOLD TO MEAN	.00	.00	10,000.00	10,000.00	.0
001-4510 GARBAGE COLLECTION FEE	85.10	85.10	.00	(85.10)	.0
001-4903 INTEREST INCOME	5,573.52	5,573.52	9,000.00	3,426.48	61.9
001-4904 MISC. SALES	286.75	286.75	.00	(286.75)	.0
001-4911 SALE OF MATERIAL	65.14	65.14	5,000.00	4,934.86	1.3
TOTAL REVENUES	925,112.01	925,112.01	11,859,820.00	10,934,707.99	7.8
TOTAL FUND REVENUE	925,112.01	925,112.01	11,859,820.00	10,934,707.99	7.8

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
001-7020 OPERATION LABOR	22,534.95	22,534.95	195,000.00	172,465.05	11.6
001-7030 FUEL OIL USED	.00	.00	7,500.00	7,500.00	.0
001-7040 NATURAL GAS	490.90	490.90	5,000.00	4,509.10	9.8
001-7060 WATER, SALT, SEWER	200.79	200.79	2,000.00	1,799.21	10.0
001-7070 LUBRICANTS USED	.00	.00	2,000.00	2,000.00	.0
001-7080 MISC. PRODUCTION EXPENSES	.00	.00	1,000.00	1,000.00	.0
001-7090 FUEL OIL RECOVERY EXPENSE	61.65	61.65	1,000.00	938.35	6.2
001-7170 MAINT. GENERATION UNIT #7	.00	.00	5,000.00	5,000.00	.0
001-7180 MEETING & TRAINING EXPENSES	.00	.00	500.00	500.00	.0
001-7181 MEETING & TRAINING - LABOR	387.45	387.45	5,000.00	4,612.55	7.8
001-7190 MAINTENANCE - SWITCHGEAR	.00	.00	1,000.00	1,000.00	.0
001-7200 MAINT. - AUX. EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
001-7210 OUTSIDE LABOR & MATERIAL	.00	.00	500.00	500.00	.0
001-7220 BLDG & GRD MAINT.	37.40	37.40	1,000.00	962.60	3.7
001-7221 BLDG & GRD MAINT. - LABOR	.00	.00	200.00	200.00	.0
001-7230 JANITORIAL SUPPLIES	.00	.00	500.00	500.00	.0
001-7240 PURCHASED POWER - WAPA	30,643.72	30,643.72	330,000.00	299,356.28	9.3
001-7260 PURCHASED POWER - NMPP	649,436.54	649,436.54	8,000,000.00	7,350,563.46	8.1
001-7270 PURCHASED POWER - OTHER	6.33	6.33	.00	(6.33)	.0
001-7820 WHEELING EXPENSE	81,382.45	81,382.45	1,250,000.00	1,168,617.55	6.5
001-8000 BUILDING MAINT-MATERIAL	29.48	29.48	2,000.00	1,970.52	1.5
001-8001 BUILDING MAINT-LABOR	677.95	677.95	7,000.00	6,322.05	9.7
001-8010 WATER LABOR	.00	.00	2,000.00	2,000.00	.0
001-8011 SUBSTATION MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
001-8020 MAINT. O. H. LINES-MATERIAL	13.28	13.28	5,000.00	4,986.72	.3
001-8023 MAINT. O.H. LINES-LABOR	9,127.06	9,127.06	175,000.00	165,872.94	5.2
001-8024 NEW O.H. LINES - LABOR	238.27	238.27	10,000.00	9,761.73	2.4
001-8030 MAINT. O.H. SERV.-MATERIAL	7.83	7.83	4,000.00	3,992.17	.2
001-8033 MAINT. O.H. SERV.-LABOR	181.76	181.76	20,000.00	19,818.24	.9
001-8040 MAINT. U.G. LINES-MATERIALS	858.70	858.70	5,000.00	4,141.30	17.2
001-8041 MAINT. U.G. LINES-LABOR	14,055.59	14,055.59	20,000.00	5,944.41	70.3
001-8044 NEW U.G. LINES - LABOR	2,630.72	2,630.72	25,000.00	22,369.28	10.5
001-8050 MAINT. U.G. SERVICES-MATERIALS	.00	.00	5,000.00	5,000.00	.0
001-8051 MAINT. U.G. SERVICES-LABOR	3,395.18	3,395.18	5,000.00	1,604.82	67.9
001-8055 NEW FIBER	500.86	500.86	5,000.00	4,499.14	10.0
001-8056 NEW FIBER - LABOR	.00	.00	5,000.00	5,000.00	.0
001-8060 MAINT. TRANSFORMERS-MATERIAL	.00	.00	2,000.00	2,000.00	.0
001-8063 MAINT. TRANSFORMERS-LABOR	.00	.00	2,000.00	2,000.00	.0
001-8070 MAINT. STREET LIGHTS-LABOR	430.46	430.46	12,000.00	11,569.54	3.6
001-8071 MAINT. STREET LIGHT-MATERIALS	2,795.00	2,795.00	5,000.00	2,205.00	55.9
001-8090 METER MAINT.- MATERIAL	.00	.00	5,000.00	5,000.00	.0
001-8091 METER MAINT. - LABOR	.00	.00	5,000.00	5,000.00	.0
001-8100 MAINT OF EQUIP MATERIAL	.00	.00	1,000.00	1,000.00	.0
001-8140 BUILDING UTILITIES	.00	.00	15,000.00	15,000.00	.0
001-8150 MISC. MAPS & RECORDS	.00	.00	5,000.00	5,000.00	.0
001-8151 MAP EXPENSE - LABOR	.00	.00	4,000.00	4,000.00	.0
001-8230 JANITORIAL	.00	.00	100.00	100.00	.0
001-8231 JANITORIAL LABOR	420.66	420.66	6,000.00	5,579.34	7.0
001-8460 VEHICLE EXPENSE	819.59	819.59	30,000.00	29,180.41	2.7
001-8461 VEHICLE EXPENSE - LABOR	92.77	92.77	8,000.00	7,907.23	1.2
001-8480 MEETING/TRAINING	.00	.00	2,000.00	2,000.00	.0
001-8481 MEETING & TRAINING - LABOR	2,147.98	2,147.98	4,000.00	1,852.02	53.7

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
001-8500 MISC. OPERATION	432.12	432.12	2,000.00	1,567.88	21.6
001-8600 VACATION, SICK, HOLIDAY PAY	5,276.39	5,276.39	80,000.00	74,723.61	6.6
001-9401 SALARIES - MEDIA	2,968.39	2,968.39	27,500.00	24,531.61	10.8
001-9408 SALARIES - TECHNOLOGY	1,893.60	1,893.60	20,000.00	18,106.40	9.5
001-9410 SALARIES - ADMINISTRATIVE	10,074.20	10,074.20	100,000.00	89,925.80	10.1
001-9440 GENERAL OFFICE SALARIES	13,579.22	13,579.22	150,000.00	136,420.78	9.1
001-9460 MAYOR, COUNCIL, CLERK SALARIES	4,068.06	4,068.06	55,000.00	50,931.94	7.4
001-9492 SALARIES - PUB. REL./COM. DEV.	.00	.00	10,000.00	10,000.00	.0
001-9570 METER READING - LABOR	4,161.13	4,161.13	25,000.00	20,838.87	16.6
001-9581 CUSTOMER SERVICES - LABOR	2,856.87	2,856.87	30,000.00	27,143.13	9.5
001-9590 RETIREMENT CONTRIBUTIONS	6,113.20	6,113.20	60,000.00	53,886.80	10.2
001-9610 SOCIAL SECURITY TAX	7,457.06	7,457.06	70,000.00	62,542.94	10.7
001-9620 MEDICAL & LIFE INSURANCE	14,718.56	14,718.56	160,000.00	145,281.44	9.2
001-9623 HR CONSULTING FEES	46.34	46.34	200.00	153.66	23.2
001-9630 WORKMANS COMP	1,164.33	1,164.33	2,000.00	835.67	58.2
001-9640 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
001-9650 POSTAGE	1,060.18	1,060.18	8,000.00	6,939.82	13.3
001-9660 TELEPHONE	356.95	356.95	6,000.00	5,643.05	6.0
001-9670 MISC. GENERAL	56.42	56.42	2,000.00	1,943.58	2.8
001-9680 OFFICE RENTAL	548.00	548.00	7,000.00	6,452.00	7.8
001-9690 EASEMENTS, LICENSES	2,501.44	2,501.44	4,000.00	1,498.56	62.5
001-9720 INSURANCE	5,833.33	5,833.33	70,000.00	64,166.67	8.3
001-9730 CUSTOMER SERVICES - MATERIAL	113.18	113.18	500.00	386.82	22.6
001-9740 OFFICE EQUIP REPAIR & CONTRACT	31.51	31.51	1,000.00	968.49	3.2
001-9760 MEETING & TRAINING	47.28	47.28	8,000.00	7,952.72	.6
001-9780 DUES & MEMBERSHIPS	.00	.00	6,000.00	6,000.00	.0
001-9820 AUDIT EXPENSE	.00	.00	10,000.00	10,000.00	.0
001-9840 ENG., ARCH., ABSTRACT, MEDICAL	.00	.00	10,000.00	10,000.00	.0
001-9860 LEGAL SERVICE	860.54	860.54	.00	(860.54)	.0
001-9880 PUBLICATIONS, LEGAL	.00	.00	1,000.00	1,000.00	.0
001-9890 PUBLIC RELATIONS/COM. DEV.	118.14	118.14	20,000.00	19,881.86	.6
001-9893 OTHER CITY FUNDS - LABOR	.00	.00	2,000.00	2,000.00	.0
001-9900 OFFICE SUPPLIES	805.75	805.75	5,000.00	4,194.25	16.1
001-9910 SOFTWARE & UPGRADES	1,970.25	1,970.25	40,000.00	38,029.75	4.9
001-9915 COMPUTERS & EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
001-9920 MAPPING & RECORDS	360.77	360.77	15,000.00	14,639.23	2.4
001-9925 WEB & DSL	33.75	33.75	.00	(33.75)	.0
001-9926 ONLINE PAYMENT FEES	955.60	955.60	10,000.00	9,044.40	9.6
001-9945 COST OF FUEL SOLD	5,099.36	5,099.36	60,000.00	54,900.64	8.5
001-9950 BAD DEBT EXPENSE	783.26	783.26	5,000.00	4,216.74	15.7
001-9955 DEPRECIATION	.00	.00	49,820.00	49,820.00	.0
001-9960 TRANSFER OUT	29,167.00	29,167.00	350,000.00	320,833.00	8.3
001-9965 FRANCHISE FEE	10,000.00	10,000.00	125,000.00	115,000.00	8.0
001-9971 BOND INTEREST	.00	.00	20,000.00	20,000.00	.0
001-9978 OUTSIDE SYSTEM CONT - LABOR	42.45	42.45	2,500.00	2,457.55	1.7
001-9980 ANSWERING SERVICE	50.82	50.82	1,000.00	949.18	5.1
001-9990 RADIO & COMMUNICATIONS REPAIR	.00	.00	2,000.00	2,000.00	.0
TOTAL EXPENDITURES	959,210.77	959,210.77	11,859,820.00	10,900,609.23	8.1
TOTAL FUND EXPENDITURES	959,210.77	959,210.77	11,859,820.00	10,900,609.23	8.1

CITY OF CRETE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

ELECTRIC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(34,098.76)	(34,098.76)	.00	34,098.76	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
002-4103 SALES TO CITY	2,007.30	2,007.30	18,000.00	15,992.70	11.2
002-4104 FORFEITED DISCOUNTS	760.97	760.97	6,500.00	5,739.03	11.7
002-4106 R SALES	70,284.06	70,284.06	800,000.00	729,715.94	8.8
002-4107 GS SALES	20,737.48	20,737.48	220,000.00	199,262.52	9.4
002-4108 GD, GDH, LP1 SALES	1,412.40	1,412.40	10,000.00	8,587.60	14.1
002-4110 WATER TAPS	.00	.00	1,000.00	1,000.00	.0
002-4510 GARBAGE COLLECTION FEE	.00	.00	3,000.00	3,000.00	.0
002-4903 INTEREST INCOME	.00	.00	1,000.00	1,000.00	.0
002-4911 SALE OF MATERIAL	50.00	50.00	3,000.00	2,950.00	1.7
002-4913 LEASE - LAND, BLDG., TOWER	.00	.00	250.00	250.00	.0
TOTAL REVENUES	95,252.21	95,252.21	1,062,750.00	967,497.79	9.0
TOTAL FUND REVENUE	95,252.21	95,252.21	1,062,750.00	967,497.79	9.0

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
002-7022 TREATMENT LABOR	899.49	899.49	15,000.00	14,100.51	6.0
002-7041 TREATMENT SUPPLIES	1,764.40	1,764.40	10,000.00	8,235.60	17.6
002-7061 MAINT. OF RESERVOIR-MATERIAL	.00	.00	1,000.00	1,000.00	.0
002-7062 MAINT. OF RESERVOIR-LABOR	493.38	493.38	3,000.00	2,506.62	16.5
002-7080 MISC. PRODUCTION EXPENSES	.00	.00	1,000.00	1,000.00	.0
002-7081 MAINT. OF PUMP EQUIP.-MATERIAL	.00	.00	4,500.00	4,500.00	.0
002-7083 MAINT. OF PUMP EQUIP.-LABOR	.00	.00	4,500.00	4,500.00	.0
002-7091 MAINT. OF TREAT PLANT-MATERIAL	39.12	39.12	6,000.00	5,960.88	.7
002-7092 MAINT. OF TREAT PLANT- LABOR	145.12	145.12	6,000.00	5,854.88	2.4
002-7100 POWER FOR PUMPING	10,416.78	10,416.78	110,000.00	99,583.22	9.5
002-7121 PUMPHOUSE & EQUIP MAINT-MTRL	.75	.75	5,000.00	4,999.25	.0
002-7122 PUMPHOUSE & EQUIP MAINT-LABOR	403.13	403.13	5,000.00	4,596.87	8.1
002-7201 MAINT.-TREAT PLANT EQUIP. MTRL	.00	.00	2,000.00	2,000.00	.0
002-7202 MAINT.-TREAT PLANT EQUIP-LABOR	.00	.00	6,000.00	6,000.00	.0
002-7220 BLDG & GRD MAINT.	18.70	18.70	1,000.00	981.30	1.9
002-7281 LABORATORY-ANALYTICAL SERVICES	634.08	634.08	5,000.00	4,365.92	12.7
002-8000 BUILDING MAINT-MATERIAL	29.48	29.48	25,000.00	24,970.52	.1
002-8001 BUILDING MAINT-LABOR	255.81	255.81	3,000.00	2,744.19	8.5
002-8010 WATER LABOR	7,209.04	7,209.04	130,000.00	122,790.96	5.6
002-8021 MAINT OF WATER MAINS	1,577.04	1,577.04	5,000.00	3,422.96	31.5
002-8031 MAINT OF SERVICES MATERIAL	.00	.00	2,000.00	2,000.00	.0
002-8061 MAINT FIRE HYDNNTS MATERIAL	.00	.00	3,000.00	3,000.00	.0
002-8090 METER MAINT.- MATERIAL	215.00	215.00	2,000.00	1,785.00	10.8
002-8091 METER MAINT. - LABOR	61.70	61.70	3,000.00	2,938.30	2.1
002-8100 MAINT OF EQUIP MATERIAL	.00	.00	1,000.00	1,000.00	.0
002-8102 MAINT. MISC. EQUIP. - LABOR	315.74	315.74	5,000.00	4,684.26	6.3
002-8122 CURB CUT - MATERIAL	11.20	11.20	.00	(11.20)	.0
002-8130 RESOLD MATERIAL	.00	.00	1,000.00	1,000.00	.0
002-8131 RESOLD LABOR	.00	.00	500.00	500.00	.0
002-8150 MISC. MAPS & RECORDS	.00	.00	1,000.00	1,000.00	.0
002-8230 JANITORIAL	38.68	38.68	.00	(38.68)	.0
002-8231 JANITORIAL LABOR	420.66	420.66	4,500.00	4,079.34	9.4
002-8460 VEHICLE EXPENSE	1,293.50	1,293.50	10,000.00	8,706.50	12.9
002-8461 VEHICLE EXPENSE - LABOR	159.89	159.89	2,000.00	1,840.11	8.0
002-8480 MEETING/TRAINING	.00	.00	1,000.00	1,000.00	.0
002-8481 MEETING & TRAINING - LABOR	.00	.00	2,000.00	2,000.00	.0
002-8500 MISC. OPERATION	528.01	528.01	2,000.00	1,471.99	26.4
002-8600 VACATION, SICK, HOLIDAY PAY	2,658.82	2,658.82	65,000.00	62,341.18	4.1
002-9401 SALARIES - MEDIA	474.96	474.96	5,000.00	4,525.04	9.5
002-9408 SALARIES - TECHNOLOGY	1,893.60	1,893.60	20,000.00	18,106.40	9.5
002-9410 SALARIES - ADMINISTRATIVE	3,022.26	3,022.26	55,000.00	51,977.74	5.5
002-9440 GENERAL OFFICE SALARIES	16,812.88	16,812.88	120,000.00	103,187.12	14.0
002-9460 MAYOR, COUNCIL, CLERK SALARIES	2,034.05	2,034.05	25,000.00	22,965.95	8.1
002-9570 METER READING - LABOR	3,559.37	3,559.37	20,000.00	16,440.63	17.8
002-9581 CUSTOMER SERVICES - LABOR	3,308.50	3,308.50	30,000.00	26,691.50	11.0
002-9590 RETIREMENT CONTRIBUTIONS	2,164.24	2,164.24	32,000.00	29,835.76	6.8
002-9610 SOCIAL SECURITY TAX	3,236.69	3,236.69	35,000.00	31,763.31	9.3
002-9620 MEDICAL & LIFE INSURANCE	10,297.32	10,297.32	98,000.00	87,702.68	10.5
002-9623 HR CONSULTING FEES	27.34	27.34	300.00	272.66	9.1
002-9630 WORKMANS COMP	491.61	491.61	4,000.00	3,508.39	12.3
002-9640 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
002-9650 POSTAGE	959.88	959.88	7,000.00	6,040.12	13.7

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

WATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
002-9660 TELEPHONE	264.28	264.28	2,500.00	2,235.72	10.6
002-9670 MISC. GENERAL	.00	.00	100.00	100.00	.0
002-9680 OFFICE RENTAL	412.00	412.00	5,000.00	4,588.00	8.2
002-9690 EASEMENTS, LICENSES	.00	.00	2,000.00	2,000.00	.0
002-9720 INSURANCE	2,724.24	2,724.24	35,000.00	32,275.76	7.8
002-9730 CUSTOMER SERVICES - MATERIAL	113.18	113.18	1,000.00	886.82	11.3
002-9740 OFFICE EQUIP REPAIR & CONTRACT	31.51	31.51	1,000.00	968.49	3.2
002-9760 MEETING & TRAINING	1,474.93	1,474.93	5,000.00	3,525.07	29.5
002-9780 DUES & MEMBERSHIPS	50.00	50.00	1,000.00	950.00	5.0
002-9820 AUDIT EXPENSE	.00	.00	1,000.00	1,000.00	.0
002-9840 ENG., ARCH., ABSTRACT, MEDICAL	.00	.00	5,000.00	5,000.00	.0
002-9860 LEGAL SERVICE	286.62	286.62	2,000.00	1,713.38	14.3
002-9880 PUBLICATIONS, LEGAL	.00	.00	250.00	250.00	.0
002-9900 OFFICE SUPPLIES	48.12	48.12	5,000.00	4,951.88	1.0
002-9910 SOFTWARE & UPGRADES	878.22	878.22	14,000.00	13,121.78	6.3
002-9915 COMPUTERS & EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
002-9920 MAPPING & RECORDS	360.76	360.76	5,000.00	4,639.24	7.2
002-9925 WEB & DSL	33.75	33.75	.00	(33.75)	.0
002-9926 ONLINE PAYMENT FEES	910.04	910.04	9,000.00	8,089.96	10.1
002-9955 DEPRECIATION	.00	.00	59,400.00	59,400.00	.0
002-9980 ANSWERING SERVICE	12.71	12.71	200.00	187.29	6.4
TOTAL EXPENDITURES	85,472.58	85,472.58	1,062,750.00	977,277.42	8.0
TOTAL FUND EXPENDITURES	85,472.58	85,472.58	1,062,750.00	977,277.42	8.0
NET REVENUE OVER EXPENDITURES	9,779.63	9,779.63	.00	(9,779.63)	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
003-4103 CITY SALES	349.86	349.86	5,000.00	4,650.14	7.0
003-4104 FORFEITED DISCOUNTS	1,017.24	1,017.24	7,000.00	5,982.76	14.5
003-4106 DOMESTIC BILLING	97,667.80	97,667.80	1,100,000.00	1,002,332.20	8.9
003-4107 COMMERCIAL BILLING	20,042.64	20,042.64	225,000.00	204,957.36	8.9
003-4108 INDUSTRIAL BILLING	35,283.00	35,283.00	380,000.00	344,717.00	9.3
003-4510 GARBAGE COLLECTION FEE	.00	.00	3,500.00	3,500.00	.0
003-4903 INTEREST INCOME	4,799.06	4,799.06	250.00	(4,549.06)	1919.6
TOTAL REVENUES	159,159.60	159,159.60	1,720,750.00	1,561,590.40	9.3
TOTAL FUND REVENUE	159,159.60	159,159.60	1,720,750.00	1,561,590.40	9.3

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
003-7020 OPERATION LABOR	18,969.22	18,969.22	190,000.00	171,030.78	10.0
003-7031 SLUDGE PROCESS	.00	.00	27,000.00	27,000.00	.0
003-7082 MISC. TREATMENT PLANT EXPENSE	.00	.00	2,500.00	2,500.00	.0
003-7091 MAINT. OF TREAT PLANT-MATERIAL	74.69	74.69	2,500.00	2,425.31	3.0
003-7092 MAINT. OF TREAT PLANT- LABOR	.00	.00	500.00	500.00	.0
003-7201 MAINT.-TREAT PLANT EQUIP. MTRL	3,408.36	3,408.36	20,000.00	16,591.64	17.0
003-7202 MAINT.-TREAT PLANT EQUIP-LABOR	2,446.90	2,446.90	15,000.00	12,553.10	16.3
003-7220 BLDG & GRD MAINT.	2,763.99	2,763.99	5,000.00	2,236.01	55.3
003-7230 JANITORIAL SUPPLIES	65.14	65.14	500.00	434.86	13.0
003-7282 LAB	2,503.44	2,503.44	35,000.00	32,496.56	7.2
003-7283 LAB - LABOR	4,592.88	4,592.88	35,000.00	30,407.12	13.1
003-7460 VEHICLE	.00	.00	1,000.00	1,000.00	.0
003-7470 MEETING & TRAINING	.00	.00	1,000.00	1,000.00	.0
003-7530 UTILITIES	11,069.19	11,069.19	160,000.00	148,930.81	6.9
003-7600 VACATION, SICK, HOLIDAY PAY	2,850.18	2,850.18	35,000.00	32,149.82	8.1
003-7630 FARM EXPENSE	.00	.00	5,000.00	5,000.00	.0
003-8021 MAINTENANCE OF MAINS MATERIAL	977.84	977.84	2,000.00	1,022.16	48.9
003-8022 MAINT. OF MAINS - LABOR	2,634.03	2,634.03	20,000.00	17,365.97	13.2
003-8032 MAINT. OF LATERALS - LABOR	1,061.45	1,061.45	3,000.00	1,938.55	35.4
003-8062 MAINT. OF LIFT STATION - LABOR	1,697.25	1,697.25	3,000.00	1,302.75	56.6
003-8101 MAINT OF SEWER LINE EQUIP	.00	.00	4,000.00	4,000.00	.0
003-8231 JANITORIAL LABOR	420.66	420.66	2,000.00	1,579.34	21.0
003-8460 VEHICLE EXPENSE	104.66	104.66	2,500.00	2,395.34	4.2
003-8461 VEHICLE EXPENSE - LABOR	.00	.00	500.00	500.00	.0
003-8480 MEETING/TRAINING	.00	.00	1,000.00	1,000.00	.0
003-8500 MISC. OPERATION	81.02	81.02	1,500.00	1,418.98	5.4
003-9401 SALARIES - MEDIA	474.96	474.96	4,000.00	3,525.04	11.9
003-9408 SALARIES - TECHNOLOGY	1,893.60	1,893.60	17,000.00	15,106.40	11.1
003-9410 SALARIES - ADMINISTRATIVE	3,022.26	3,022.26	45,000.00	41,977.74	6.7
003-9440 GENERAL OFFICE SALARIES	9,981.67	9,981.67	60,000.00	50,018.33	16.6
003-9460 MAYOR, COUNCIL, CLERK SALARIES	2,034.05	2,034.05	24,000.00	21,965.95	8.5
003-9570 METER READING - LABOR	171.99	171.99	3,000.00	2,828.01	5.7
003-9590 RETIREMENT CONTRIBUTIONS	2,075.41	2,075.41	25,000.00	22,924.59	8.3
003-9610 SOCIAL SECURITY TAX	3,783.84	3,783.84	28,000.00	24,216.16	13.5
003-9620 MEDICAL & LIFE INSURANCE	10,398.44	10,398.44	76,000.00	65,601.56	13.7
003-9623 HR CONSULTING FEES	12.15	12.15	250.00	237.85	4.9
003-9630 WORKMANS COMP	509.80	509.80	4,500.00	3,990.20	11.3
003-9640 UNIFORMS	447.96	447.96	4,000.00	3,552.04	11.2
003-9650 POSTAGE	1,007.61	1,007.61	6,500.00	5,492.39	15.5
003-9660 TELEPHONE	281.98	281.98	2,800.00	2,518.02	10.1
003-9680 OFFICE RENTAL	265.00	265.00	3,500.00	3,235.00	7.6
003-9690 EASEMENTS, LICENSES	.00	.00	3,000.00	3,000.00	.0
003-9720 INSURANCE	5,736.67	5,736.67	53,000.00	47,263.33	10.8
003-9740 OFFICE EQUIP REPAIR & CONTRACT	26.72	26.72	1,000.00	973.28	2.7
003-9760 MEETING & TRAINING	546.89	546.89	3,500.00	2,953.11	15.6
003-9820 AUDIT EXPENSE	.00	.00	2,000.00	2,000.00	.0
003-9840 ENG., ARCH., ABSTRACT, MEDICAL	804.98	804.98	7,500.00	6,695.02	10.7
003-9860 LEGAL SERVICE	286.26	286.26	2,500.00	2,213.74	11.5
003-9880 PUBLICATIONS, LEGAL	.00	.00	100.00	100.00	.0
003-9900 OFFICE SUPPLIES	42.66	42.66	3,500.00	3,457.34	1.2
003-9910 SOFTWARE & UPGRADES	775.13	775.13	12,000.00	11,224.87	6.5
003-9915 COMPUTERS & EQUIPMENT	.00	.00	6,000.00	6,000.00	.0

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

SEWER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
003-9920 MAPPING & RECORDS	52.96	52.96	8,000.00	7,947.04	.7
003-9926 ONLINE PAYMENT FEES	910.04	910.04	9,000.00	8,089.96	10.1
003-9955 DEPRECIATION	.00	.00	32,420.00	32,420.00	.0
003-9970 DEBT EXPENSE AMORTIZATION	.00	.00	575,000.00	575,000.00	.0
003-9971 BOND INTEREST	.00	.00	124,000.00	124,000.00	.0
003-9980 ANSWERING SERVICE	11.10	11.10	180.00	168.90	6.2
TOTAL EXPENDITURES	101,275.03	101,275.03	1,720,750.00	1,619,474.97	5.9
TOTAL FUND EXPENDITURES	101,275.03	101,275.03	1,720,750.00	1,619,474.97	5.9
NET REVENUE OVER EXPENDITURES	57,884.57	57,884.57	.00	(57,884.57)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
050-4051 CONTRACT INCOME	397.79	397.79	.00	(397.79)	.0
050-4107 GS SALES	548.00	548.00	7,000.00	6,452.00	7.8
050-4215 PROPANE SALES	(9.50)	(9.50)	.00	9.50	.0
050-4900 TRANSFERS IN	.00	.00	141,900.00	141,900.00	.0
050-4904 MISCELANEOUS INCOME	54.07	54.07	.00	(54.07)	.0
050-4909 HANGAR RENT	4,280.00	4,280.00	100,000.00	95,720.00	4.3
050-4913 LEASE - LAND, BLDG., TOWER	.00	.00	18,000.00	18,000.00	.0
TOTAL REVENUES	5,270.36	5,270.36	266,900.00	261,629.64	2.0
TOTAL FUND REVENUE	5,270.36	5,270.36	266,900.00	261,629.64	2.0
<u>{EXPENDITURES}</u>					
050-5220 TELEPHONE	42.84	42.84	.00	(42.84)	.0
050-5330 BUILDING & GROUNDS MAINT.	1,380.71	1,380.71	150,000.00	148,619.29	.9
050-5390 PRINTING, PUBLICATIONS, LEGALS	37.64	37.64	500.00	462.36	7.5
050-5400 DUES & MEMBERSHIP	.00	.00	500.00	500.00	.0
050-5791 VEHICLE/EQUIPMENT REPAIRS	.00	.00	5,000.00	5,000.00	.0
050-5800 VEHICLE/EQUIPMENT FUEL	.00	.00	2,000.00	2,000.00	.0
050-6020 MISC. SUPPLIES	.00	.00	500.00	500.00	.0
050-7530 UTILITIES	1,142.28	1,142.28	22,000.00	20,857.72	5.2
050-8500 MISC. OPERATING	.00	.00	500.00	500.00	.0
050-9405 SALARIES - OPERATIONAL	5,396.17	5,396.17	45,000.00	39,603.83	12.0
050-9610 SOCIAL SECURITY TAX	408.68	408.68	3,400.00	2,991.32	12.0
050-9620 MEDICAL & LIFE INSURANCE	1,042.17	1,042.17	15,000.00	13,957.83	7.0
050-9630 WORKMANS COMP	143.57	143.57	500.00	356.43	28.7
050-9720 INSURANCE	17,071.41	17,071.41	20,000.00	2,928.59	85.4
050-9760 MEETING AND TRAINING	.00	.00	1,000.00	1,000.00	.0
050-9820 AUDIT EXPENSE	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	26,665.47	26,665.47	266,900.00	240,234.53	10.0
TOTAL FUND EXPENDITURES	26,665.47	26,665.47	266,900.00	240,234.53	10.0
NET REVENUE OVER EXPENDITURES	(21,395.11)	(21,395.11)	.00	21,395.11	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
101-4001 PROPERTY TAX	43,835.14	43,835.14	1,258,880.00	1,215,044.86	3.5
101-4002 HOMESTEAD ALLOCATION	.00	.00	40,000.00	40,000.00	.0
101-4003 STATE EQUALIZATION	.00	.00	813,350.00	813,350.00	.0
101-4004 SURPLUS CONTRIBUTION	29,167.00	29,167.00	350,000.00	320,833.00	8.3
101-4006 MOTOR VEHICLE TAX - OPR	10,084.16	10,084.16	120,000.00	109,915.84	8.4
101-4007 MOTOR VEHICLE PRO-RATE	437.63	437.63	3,500.00	3,062.37	12.5
101-4008 AMUSEMENT REGISTRATION	40.00	40.00	.00	(40.00)	.0
101-4010 OCCUPATION TAX	3,484.79	3,484.79	50,000.00	46,515.21	7.0
101-4011 OCCUPATION TAX - HOTEL	6,701.64	6,701.64	75,000.00	68,298.36	8.9
101-4012 FRANCHISE	10,000.00	10,000.00	265,000.00	255,000.00	3.8
101-4013 BUSINESS REGISTRATION	45.00	45.00	5,200.00	5,155.00	.9
101-4015 PERMITS	11,382.92	11,382.92	45,000.00	33,617.08	25.3
101-4019 TOBACCO & LIQUOR LICENSES	1,565.00	1,565.00	.00	(1,565.00)	.0
101-4900 TRANSFERS IN	4,500.00	4,500.00	54,000.00	49,500.00	8.3
101-4903 INTEREST INCOME	16,809.74	16,809.74	10,000.00	(6,809.74)	168.1
101-4904 MISC. INCOME	(50.33)	(50.33)	3,300.00	3,350.33	(1.5)
101-4919 SALES TAX TRANSFER	112,079.68	112,079.68	1,165,000.00	1,052,920.32	9.6
101-4921 LB840 ADMIN FEES	560.40	560.40	6,000.00	5,439.60	9.3
TOTAL REVENUES	250,642.77	250,642.77	4,264,230.00	4,013,587.23	5.9
TOTAL FUND REVENUE	250,642.77	250,642.77	4,264,230.00	4,013,587.23	5.9

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
101-5163 HR CONSULTING FEES	12.15	12.15	1,000.00	987.85	1.2
101-5381 CIVIL SERVICE COMMISSION	.00	.00	1,000.00	1,000.00	.0
101-5390 PRINTING, PUBLICATIONS, LEGALS	522.05	522.05	7,500.00	6,977.95	7.0
101-5400 DUES & MEMBERSHIPS	300.00	300.00	15,000.00	14,700.00	2.0
101-5420 COURT COSTS	3.00	3.00	500.00	497.00	.6
101-5452 INPSECTION EXPENSE	402.22	402.22	1,000.00	597.78	40.2
101-5469 CITY COUNCIL TRAINING	.00	.00	4,000.00	4,000.00	.0
101-5480 PLANNING COMMISSION	14,632.51	14,632.51	75,000.00	60,367.49	19.5
101-5490 EMERGENCY MANAGEMENT	76.04	76.04	1,000.00	923.96	7.6
101-5750 SERVICE/CONTRACT AGREEMENTS	2,200.00	2,200.00	6,000.00	3,800.00	36.7
101-5790 COMPUTER NETWORK EXPENSE	.00	.00	12,000.00	12,000.00	.0
101-6050 COMPUTER EXPENSES	948.38	948.38	.00	(948.38)	.0
101-6140 RESERVE TRANSFER	(144,073.44)	(144,073.44)	.00	144,073.44	.0
101-6200 TRANSFER OUT	292,733.25	292,733.25	3,512,800.00	3,220,066.75	8.3
101-6201 COMMUNITY DEVELOPMENT	144.32	144.32	11,690.00	11,545.68	1.2
101-6202 SALINE CO. AREA TRANSIT	29,190.00	29,190.00	24,440.00	(4,750.00)	119.4
101-6206 SENIOR CITIZEN PROGRAMS	.00	.00	8,000.00	8,000.00	.0
101-6999 OPERATING RESERVE	.00	.00	7,300.00	7,300.00	.0
101-7530 UTILITIES	408.20	408.20	5,000.00	4,591.80	8.2
101-8500 MISC. OPERATING	781.70	781.70	5,000.00	4,218.30	15.6
101-9401 SALARIES - MEDIA	593.69	593.69	5,400.00	4,806.31	11.0
101-9405 SALARIES - OPERATIONAL	25,062.16	25,062.16	192,000.00	166,937.84	13.1
101-9408 SALARIES - TECHNOLOGY	9,640.08	9,640.08	82,000.00	72,359.92	11.8
101-9450 SALARIES - BUILDING INSPECTOR	8,610.02	8,610.02	81,000.00	72,389.98	10.6
101-9590 RETIREMENT CONTRIBUTIONS	2,336.82	2,336.82	25,000.00	22,663.18	9.4
101-9610 SOCIAL SECURITY TAX	3,245.76	3,245.76	27,600.00	24,354.24	11.8
101-9620 MEDICAL & LIFE INSURANCE	6,227.76	6,227.76	48,800.00	42,572.24	12.8
101-9630 WORKMANS COMP	338.64	338.64	3,400.00	3,061.36	10.0
101-9650 POSTAGE	250.75	250.75	3,000.00	2,749.25	8.4
101-9680 OFFICE RENTAL	187.50	187.50	2,250.00	2,062.50	8.3
101-9720 INSURANCE	30,656.11	30,656.11	30,200.00	(456.11)	101.5
101-9725 EMPLOYEE BOND	.00	.00	500.00	500.00	.0
101-9740 COPIER EXPENSE	276.50	276.50	2,000.00	1,723.50	13.8
101-9760 MEETING & TRAINING	108.30	108.30	12,000.00	11,891.70	.9
101-9820 AUDIT EXPENSE	.00	.00	13,000.00	13,000.00	.0
101-9860 PROFESSIONAL SERVICES	1,380.02	1,380.02	10,000.00	8,619.98	13.8
101-9900 OFFICE SUPPLIES	819.28	819.28	5,000.00	4,180.72	16.4
101-9920 MAPPING & RECORDS	.00	.00	7,500.00	7,500.00	.0
101-9926 ONLINE PAYMENT FEES	5.00	5.00	500.00	495.00	1.0
101-9998 COUNTY COLLECTION FEE	.00	.00	14,850.00	14,850.00	.0
TOTAL EXPENDITURES	288,018.77	288,018.77	4,264,230.00	3,976,211.23	6.8
TOTAL FUND EXPENDITURES	288,018.77	288,018.77	4,264,230.00	3,976,211.23	6.8
NET REVENUE OVER EXPENDITURES	(37,376.00)	(37,376.00)	.00	37,376.00	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

SALES TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
102-4005	CITY SALES TAX	224,159.35	224,159.35	2,300,000.00	2,075,840.65	9.8
102-4903	INTEREST INCOME	22.50	22.50	.00	(22.50)	.0
	TOTAL REVENUES	224,181.85	224,181.85	2,300,000.00	2,075,818.15	9.8
	TOTAL FUND REVENUE	224,181.85	224,181.85	2,300,000.00	2,075,818.15	9.8
<u>{EXPENDITURES}</u>						
102-6200	TRANSFER OUT	224,159.35	224,159.35	2,300,000.00	2,075,840.65	9.8
	TOTAL EXPENDITURES	224,159.35	224,159.35	2,300,000.00	2,075,840.65	9.8
	TOTAL FUND EXPENDITURES	224,159.35	224,159.35	2,300,000.00	2,075,840.65	9.8
	NET REVENUE OVER EXPENDITURES	22.50	22.50	.00	(22.50)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

KENO

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
103-4017	KENO INCOME	10,832.43	10,832.43	120,000.00	109,167.57	9.0
103-4903	INTEREST INCOME	5.51	5.51	.00	(5.51)	.0
	TOTAL REVENUES	10,837.94	10,837.94	120,000.00	109,162.06	9.0
	TOTAL FUND REVENUE	10,837.94	10,837.94	120,000.00	109,162.06	9.0
<u>{EXPENDITURES}</u>						
103-5251	TAX, AUDIT, LICENSE	10,428.00	10,428.00	51,000.00	40,572.00	20.5
103-6201	COMMUNITY DEVELOPMENT	.00	.00	69,000.00	69,000.00	.0
	TOTAL EXPENDITURES	10,428.00	10,428.00	120,000.00	109,572.00	8.7
	TOTAL FUND EXPENDITURES	10,428.00	10,428.00	120,000.00	109,572.00	8.7
	NET REVENUE OVER EXPENDITURES	409.94	409.94	.00	(409.94)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

BONDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
150-4001 PROPERTY TAX	7,013.49	7,013.49	241,000.00	233,986.51	2.9
150-4002 HOMESTEAD ALLOCATION	.00	.00	7,000.00	7,000.00	.0
150-4007 MOTOR VEHICLE PRO-RATE	70.02	70.02	500.00	429.98	14.0
150-4900 TRANSFERS IN	.00	.00	85,650.00	85,650.00	.0
150-4903 INTEREST INCOME	.00	.00	500.00	500.00	.0
150-4915 SPECIAL ASSESSMENTS	1,728.65	1,728.65	10,000.00	8,271.35	17.3
150-4919 SALES TAX TRANSFER	45,539.84	45,539.84	252,000.00	206,460.16	18.1
TOTAL REVENUES	54,352.00	54,352.00	596,650.00	542,298.00	9.1
TOTAL FUND REVENUE	54,352.00	54,352.00	596,650.00	542,298.00	9.1
 <u>{EXPENDITURES}</u>					
150-9860 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
150-9970 DEBT EXPENSE AMORTIZATION	.00	.00	390,000.00	390,000.00	.0
150-9971 BOND INTEREST	34,151.00	34,151.00	204,650.00	170,499.00	16.7
TOTAL EXPENDITURES	34,151.00	34,151.00	596,650.00	562,499.00	5.7
TOTAL FUND EXPENDITURES	34,151.00	34,151.00	596,650.00	562,499.00	5.7
NET REVENUE OVER EXPENDITURES	20,201.00	20,201.00	.00	(20,201.00)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

INSURANCE CONTINGENCY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
171-4900 TRANSFERS IN	.00	.00	100,000.00	100,000.00	.0
TOTAL REVENUES	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND REVENUE	.00	.00	100,000.00	100,000.00	.0
<u>{EXPENDITURES}</u>					
171-6141 RESERVE & PAYOUTS	3,580.00	3,580.00	100,000.00	96,420.00	3.6
TOTAL EXPENDITURES	3,580.00	3,580.00	100,000.00	96,420.00	3.6
TOTAL FUND EXPENDITURES	3,580.00	3,580.00	100,000.00	96,420.00	3.6
NET REVENUE OVER EXPENDITURES	(3,580.00)	(3,580.00)	.00	3,580.00	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CAPITAL RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
173-4067 STREET RESERVE	1,804.17	1,804.17	21,650.00	19,845.83	8.3
173-4900 TRANSFERS IN	.00	.00	150,000.00	150,000.00	.0
173-4903 INTEREST INCOME	38.77	38.77	300.00	261.23	12.9
173-4913 LEASE - LAND, BLDG., TOWER	750.00	750.00	9,000.00	8,250.00	8.3
TOTAL REVENUES	2,592.94	2,592.94	180,950.00	178,357.06	1.4
TOTAL FUND REVENUE	2,592.94	2,592.94	180,950.00	178,357.06	1.4
<u>{EXPENDITURES}</u>					
173-6008 STREET RESERVE	.00	.00	1,550.00	1,550.00	.0
173-6009 POLICE TRANSFER	2,450.00	2,450.00	179,400.00	176,950.00	1.4
TOTAL EXPENDITURES	2,450.00	2,450.00	180,950.00	178,500.00	1.4
TOTAL FUND EXPENDITURES	2,450.00	2,450.00	180,950.00	178,500.00	1.4
NET REVENUE OVER EXPENDITURES	142.94	142.94	.00	(142.94)	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

POLICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
201-4000 GENERAL FUND TRANSFER	136,612.00	136,612.00	1,639,344.00	1,502,732.00	8.3
201-4021 SCHOOL SHARE OF COPS	.00	.00	88,200.00	88,200.00	.0
201-4022 PARKING FINES	740.00	740.00	2,000.00	1,260.00	37.0
201-4023 VEHICLE IMPOUND	622.00	622.00	4,400.00	3,778.00	14.1
201-4026 DEA TASK FORCE REIMBURSEMENT	.00	.00	2,000.00	2,000.00	.0
201-4074 COPIER SERVICES	280.00	280.00	400.00	120.00	70.0
201-4800 GRANT PROCEEDS	.00	.00	19,000.00	19,000.00	.0
201-4901 ABANDONED VEHICLE DISPOSAL	1,045.00	1,045.00	1,100.00	55.00	95.0
201-4904 MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
201-4905 RESERVE TRANSFER	2,450.00	2,450.00	29,400.00	26,950.00	8.3
201-4919 SALES TAX TRANSFER	10,500.00	10,500.00	126,000.00	115,500.00	8.3
TOTAL REVENUES	152,249.00	152,249.00	1,912,844.00	1,760,595.00	8.0
TOTAL FUND REVENUE	152,249.00	152,249.00	1,912,844.00	1,760,595.00	8.0

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

POLICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
201-5120 RECRUITMENT	.00	.00	1,000.00	1,000.00	.0
201-5163 HR CONSULTING FEES	39.48	39.48	600.00	560.52	6.6
201-5215 GAS & ELECTRICITY	1,025.08	1,025.08	10,000.00	8,974.92	10.3
201-5220 TELEPHONE	1,756.68	1,756.68	14,500.00	12,743.32	12.1
201-5329 GENERAL MAINT. & REPAIR	1,576.24	1,576.24	10,000.00	8,423.76	15.8
201-5370 COMMUNITY POLICING	322.68	322.68	1,000.00	677.32	32.3
201-5382 TRANSLATOR SERVICES	.00	.00	200.00	200.00	.0
201-5383 ARRESTEE MEDICAL	.00	.00	1,000.00	1,000.00	.0
201-5390 PRINTING, PUBLICATIONS, LEGALS	.00	.00	1,500.00	1,500.00	.0
201-5400 DUES & MEMBERSHIPS	20.00	20.00	500.00	480.00	4.0
201-5610 FIRING RANGE EXPENSE	33.00	33.00	2,500.00	2,467.00	1.3
201-5620 AMMUNITION	.00	.00	5,000.00	5,000.00	.0
201-5660 SPECIAL INVESTIGATIONS	434.98	434.98	9,500.00	9,065.02	4.6
201-5690 BOOKS, MAGAZINES, PERIODICALS	.00	.00	350.00	350.00	.0
201-5790 COMPUTER NETWORK EXPENSE	2,182.33	2,182.33	25,000.00	22,817.67	8.7
201-5791 VEHICLE/EQUIPMENT REPAIRS	1,794.93	1,794.93	11,500.00	9,705.07	15.6
201-5800 VEHICLE/EQUIPMENT FUEL	2,049.58	2,049.58	15,000.00	12,950.42	13.7
201-5801 VEHICLE/EQUIP. OIL & GREASE	212.52	212.52	750.00	537.48	28.3
201-5810 TIRES & TIRE REPAIR	855.00	855.00	3,000.00	2,145.00	28.5
201-5812 VEHICLE TOWING & IMPOUNDMENT	494.00	494.00	7,500.00	7,006.00	6.6
201-6026 CAPITAL OUTLAY	9,446.25	9,446.25	111,080.00	101,633.75	8.5
201-6050 COMPUTER EXPENSES	.00	.00	17,600.00	17,600.00	.0
201-6484 SECURITY	120.00	120.00	.00	(120.00)	.0
201-6998 FOP AMORTIZATION	.00	.00	20,500.00	20,500.00	.0
201-6999 OPERATING RESERVE	.00	.00	18,000.00	18,000.00	.0
201-8500 MISC. OPERATING	360.54	360.54	500.00	139.46	72.1
201-9400 SALARIES - CUSTODIAL	841.32	841.32	6,660.00	5,818.68	12.6
201-9401 SALARIES - MEDIA	474.96	474.96	4,150.00	3,675.04	11.4
201-9405 SALARIES - OPERATIONAL	122,903.22	122,903.22	1,034,678.00	911,774.78	11.9
201-9418 SALARIES - INTERPRET	.00	.00	750.00	750.00	.0
201-9419 SALARIES - UNANTICIPATED OT	2,456.26	2,456.26	23,343.00	20,886.74	10.5
201-9423 SALARIES - HOLIDAY OT	.00	.00	52,325.00	52,325.00	.0
201-9424 SALARIES - TRAFFIC GRANT OT	143.34	143.34	19,000.00	18,856.66	.8
201-9425 COURT OT	702.69	702.69	4,500.00	3,797.31	15.6
201-9426 TRAINING OT	437.70	437.70	3,000.00	2,562.30	14.6
201-9428 HS TASK FORCE OT	.00	.00	1,500.00	1,500.00	.0
201-9429 DEA TASK FORCE OT	.00	.00	5,000.00	5,000.00	.0
201-9590 RETIREMENT CONTRIBUTIONS	8,732.64	8,732.64	79,826.00	71,093.36	10.9
201-9610 SOCIAL SECURITY TAX	9,293.68	9,293.68	86,800.00	77,506.32	10.7
201-9620 MEDICAL & LIFE INSURANCE	24,468.50	24,468.50	205,732.00	181,263.50	11.9
201-9630 WORKMANS COMP	6,577.48	6,577.48	58,900.00	52,322.52	11.2
201-9650 POSTAGE	.00	.00	2,400.00	2,400.00	.0
201-9720 INSURANCE	16,318.68	16,318.68	14,900.00	(1,418.68)	109.5
201-9740 COPIER EXPENSE	116.57	116.57	2,300.00	2,183.43	5.1
201-9760 MEETING & TRAINING	772.00	772.00	9,000.00	8,228.00	8.6
201-9765 MILEAGE	.00	.00	200.00	200.00	.0
201-9860 PROFESSIONAL SERVICES	.00	.00	4,000.00	4,000.00	.0
201-9900 OFFICE SUPPLIES	.00	.00	2,300.00	2,300.00	.0
201-9990 RADIO & COMMUNICATION REPAIR	.00	.00	3,500.00	3,500.00	.0
TOTAL EXPENDITURES	216,962.33	216,962.33	1,912,844.00	1,695,881.67	11.3

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

POLICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	216,962.33	216,962.33	1,912,844.00	1,695,881.67	11.3
NET REVENUE OVER EXPENDITURES	(64,713.33)	(64,713.33)	.00	64,713.33	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

DISPATCH

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
202-4000	GENERAL FUND TRANSFER	27,208.33	27,208.33	326,500.00	299,291.67	8.3
202-4365	911 LINE SURCHARGE	1,651.39	1,651.39	15,000.00	13,348.61	11.0
	TOTAL REVENUES	28,859.72	28,859.72	341,500.00	312,640.28	8.5
	TOTAL FUND REVENUE	28,859.72	28,859.72	341,500.00	312,640.28	8.5
<u>{EXPENDITURES}</u>						
202-5220	TELEPHONE	476.11	476.11	13,600.00	13,123.89	3.5
202-5367	NRIN	.00	.00	1,000.00	1,000.00	.0
202-6050	COMPUTER EXPENSES	.00	.00	2,200.00	2,200.00	.0
202-6999	OPERATING RESERVE	.00	.00	3,700.00	3,700.00	.0
202-9750	CONTRACTUAL	73,759.07	73,759.07	321,000.00	247,240.93	23.0
	TOTAL EXPENDITURES	74,235.18	74,235.18	341,500.00	267,264.82	21.7
	TOTAL FUND EXPENDITURES	74,235.18	74,235.18	341,500.00	267,264.82	21.7
	NET REVENUE OVER EXPENDITURES	(45,375.46)	(45,375.46)	.00	45,375.46	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CODE ENFORCEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
203-4000 GENERAL FUND TRANSFER	6,381.67	6,381.67	76,580.00	70,198.33	8.3
203-4032 ANIMAL FINES & LICENSES	170.00	170.00	2,000.00	1,830.00	8.5
203-4034 STATE ANIMAL TAX FEE	(248.88)	(248.88)	370.00	618.88	(67.3)
203-4035 IMPOUND FEES	98.05	98.05	800.00	701.95	12.3
203-4036 VETERINARY FEES REFUNDED	.00	.00	1,300.00	1,300.00	.0
203-4904 MISC. INCOME	39.78	39.78	.00	(39.78)	.0
TOTAL REVENUES	6,440.62	6,440.62	81,050.00	74,609.38	8.0
TOTAL FUND REVENUE	6,440.62	6,440.62	81,050.00	74,609.38	8.0
<u>{EXPENDITURES}</u>					
203-5345 BOARDING & DISPOSAL	374.70	374.70	4,500.00	4,125.30	8.3
203-5791 VEHICLE/EQUIPMENT REPAIRS	1,240.92	1,240.92	500.00	(740.92)	248.2
203-5800 VEHICLE/EQUIPMENT FUEL	64.52	64.52	1,200.00	1,135.48	5.4
203-5810 TIRES & TIRE REPAIR	.00	.00	900.00	900.00	.0
203-6050 COMPUTER EXPENSE	.00	.00	3,000.00	3,000.00	.0
203-6999 OPERATING RESERVE	.00	.00	800.00	800.00	.0
203-9405 SALARIES - OPERATIONAL	3,803.71	3,803.71	52,125.00	48,321.29	7.3
203-9590 RETIREMENT CONTRIBUTIONS	262.08	262.08	3,649.00	3,386.92	7.2
203-9610 SOCIAL SECURITY TAX	269.69	269.69	3,226.00	2,956.31	8.4
203-9620 MEDICAL & LIFE INSURANCE	1,226.27	1,226.27	9,600.00	8,373.73	12.8
203-9630 WORKMANS COMP	107.60	107.60	500.00	392.40	21.5
203-9720 INSURANCE	1,264.76	1,264.76	900.00	(364.76)	140.5
203-9980 ANSWERING SERVICE	8.89	8.89	150.00	141.11	5.9
TOTAL EXPENDITURES	8,623.14	8,623.14	81,050.00	72,426.86	10.6
TOTAL FUND EXPENDITURES	8,623.14	8,623.14	81,050.00	72,426.86	10.6
NET REVENUE OVER EXPENDITURES	(2,182.52)	(2,182.52)	.00	2,182.52	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

STOP FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
204-4900 TRANSFERS IN	.00	.00	1,985.28	1,985.28	.0
204-4904 MISC. INCOME	.00	.00	600.00	600.00	.0
TOTAL REVENUES	.00	.00	2,585.28	2,585.28	.0
TOTAL FUND REVENUE	.00	.00	2,585.28	2,585.28	.0
 <u>{EXPENDITURES}</u>					
204-5974 STOP DISBURSEMENTS	.00	.00	2,585.28	2,585.28	.0
TOTAL EXPENDITURES	.00	.00	2,585.28	2,585.28	.0
TOTAL FUND EXPENDITURES	.00	.00	2,585.28	2,585.28	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

POLICE K9 UNIT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
205-4000 GENERAL FUND TRANSFER	289.58	289.58	3,475.00	3,185.42	8.3
205-4906 DONATIONS	.00	.00	3,000.00	3,000.00	.0
TOTAL REVENUES	289.58	289.58	6,475.00	6,185.42	4.5
TOTAL FUND REVENUE	289.58	289.58	6,475.00	6,185.42	4.5
 <u>{EXPENDITURES}</u>					
205-5370 COMMUNITY ENGAGEMENT	.00	.00	1,000.00	1,000.00	.0
205-6026 CAPITAL OUTLAY	189.58	189.58	2,275.00	2,085.42	8.3
205-6999 OPERATING RESERVE	.00	.00	800.00	800.00	.0
205-8500 MISC EXPENSE	.00	.00	400.00	400.00	.0
205-9625 VETERINARY CARE	.00	.00	1,000.00	1,000.00	.0
205-9760 MEETING & TRAINING	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	189.58	189.58	6,475.00	6,285.42	2.9
TOTAL FUND EXPENDITURES	189.58	189.58	6,475.00	6,285.42	2.9
NET REVENUE OVER EXPENDITURES	100.00	100.00	.00	(100.00)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

FIRE OPERATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
301-4000 GENERAL FUND TRANSFER	1,666.67	1,666.67	20,000.00	18,333.33	8.3
301-4051 RURAL FIRE CONTRACTS	.00	.00	30,000.00	30,000.00	.0
301-4900 TRANSFERS IN	8,900.00	8,900.00	106,800.00	97,900.00	8.3
TOTAL REVENUES	10,566.67	10,566.67	156,800.00	146,233.33	6.7
TOTAL FUND REVENUE	10,566.67	10,566.67	156,800.00	146,233.33	6.7
<u>(EXPENDITURES)</u>					
301-5163 HR CONSULTING FEES	.00	.00	500.00	500.00	.0
301-5330 BUILDING & GROUNDS MAINT.	326.97	326.97	5,000.00	4,673.03	6.5
301-5340 OUTSIDE SERVICES	.00	.00	800.00	800.00	.0
301-5390 PRINTING, PUBLICATIONS, LEGALS	11.35	11.35	200.00	188.65	5.7
301-5400 DUES & MEMBERSHIPS	.00	.00	500.00	500.00	.0
301-5495 FIRE PREVENTION	.00	.00	500.00	500.00	.0
301-5500 RETENTION	.00	.00	500.00	500.00	.0
301-5541 JANITORIAL SUPPLIES	.00	.00	500.00	500.00	.0
301-5690 BOOKS, MAGAZINES, PERIODICALS	.00	.00	1,000.00	1,000.00	.0
301-5790 COMPUTER NETWORK EXPENSE	666.67	666.67	8,000.00	7,333.33	8.3
301-5791 VEHICLE/EQUIPMENT REPAIRS	1,129.49	1,129.49	15,000.00	13,870.51	7.5
301-5800 VEHICLE/EQUIPMENT FUEL	473.10	473.10	10,000.00	9,526.90	4.7
301-5810 TIRES & TIRE REPAIR	1,586.07	1,586.07	5,000.00	3,413.93	31.7
301-6020 MISC. SUPPLIES	.00	.00	500.00	500.00	.0
301-6050 COMPUTER EXPENSES	.00	.00	2,000.00	2,000.00	.0
301-6999 OPERATING RESERVE	.00	.00	1,500.00	1,500.00	.0
301-7530 UTILITIES	1,341.92	1,341.92	30,000.00	28,658.08	4.5
301-8500 MISC. OPERATING	.00	.00	1,000.00	1,000.00	.0
301-9400 SALARIES - CUSTODIAL	256.21	256.21	1,500.00	1,243.79	17.1
301-9405 SALARIES - OPERATIONAL	2,917.71	2,917.71	25,000.00	22,082.29	11.7
301-9610 SOCIAL SECURITY TAX	242.80	242.80	2,000.00	1,757.20	12.1
301-9620 MEDICAL & LIFE INSURANCE	.00	.00	700.00	700.00	.0
301-9630 WORKMANS COMP	668.97	668.97	13,700.00	13,031.03	4.9
301-9650 POSTAGE	.00	.00	200.00	200.00	.0
301-9720 INSURANCE	23,068.49	23,068.49	25,700.00	2,631.51	89.8
301-9740 COPIER EXPENSE	.00	.00	1,000.00	1,000.00	.0
301-9750 CONTRACTUAL	50.40	50.40	.00	(50.40)	.0
301-9760 MEETING & TRAINING	288.18	288.18	3,000.00	2,711.82	9.6
301-9900 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
301-9990 RADIO & COMMUNICATION REPAIR	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	33,028.33	33,028.33	156,800.00	123,771.67	21.1
TOTAL FUND EXPENDITURES	33,028.33	33,028.33	156,800.00	123,771.67	21.1
NET REVENUE OVER EXPENDITURES	(22,461.66)	(22,461.66)	.00	22,461.66	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

RESCUE & TRANSFER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
302-4052 RESCUE CALLS	16,847.78	16,847.78	400,000.00	383,152.22	4.2
TOTAL REVENUES	16,847.78	16,847.78	400,000.00	383,152.22	4.2
TOTAL FUND REVENUE	16,847.78	16,847.78	400,000.00	383,152.22	4.2
<u>{EXPENDITURES}</u>					
302-5265 OXYGEN	135.45	135.45	3,000.00	2,864.55	4.5
302-5340 OUTSIDE SERVICES	5,267.64	5,267.64	60,000.00	54,732.36	8.8
302-5341 MEDICAL SUPPLIES	1,913.39	1,913.39	15,000.00	13,086.61	12.8
302-5342 ALS SERVICE FEES	.00	.00	12,000.00	12,000.00	.0
302-5343 ALS PARAMEDIC FEES	.00	.00	5,000.00	5,000.00	.0
302-5791 VEHICLE/EQUIPMENT REPAIRS	516.00	516.00	10,000.00	9,484.00	5.2
302-5800 VEHICLE/EQUIPMENT FUEL	526.01	526.01	10,000.00	9,473.99	5.3
302-5810 TIRES & TIRE REPAIR	.00	.00	2,000.00	2,000.00	.0
302-6140 RESERVE TRANSFER	8,900.00	8,900.00	106,800.00	97,900.00	8.3
302-6999 OPERATING RESERVE	.00	.00	2,900.00	2,900.00	.0
302-7530 UTILITIES	77.25	77.25	.00	(77.25)	.0
302-8500 MISC. OPERATING	35.00	35.00	1,000.00	965.00	3.5
302-9405 SALARIES - OPERATIONAL	1,782.79	1,782.79	20,000.00	18,217.21	8.9
302-9496 SALARIES - RESCUE RESPONSE	11,046.87	11,046.87	100,000.00	88,953.13	11.1
302-9590 RETIREMENT CONTRIBUTIONS	9.80	9.80	.00	(9.80)	.0
302-9610 SOCIAL SECURITY TAX	981.53	981.53	9,200.00	8,218.47	10.7
302-9620 MEDICAL & LIFE INSURANCE	19.80	19.80	200.00	180.20	9.9
302-9630 WORKMANS COMP	2,615.56	2,615.56	13,700.00	11,084.44	19.1
302-9720 INSURANCE	9,232.11	9,232.11	21,600.00	12,367.89	42.7
302-9760 MEETING & TRAINING	.00	.00	6,000.00	6,000.00	.0
302-9860 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
302-9926 ONLINE FEES	.00	.00	100.00	100.00	.0
TOTAL EXPENDITURES	43,059.20	43,059.20	400,000.00	356,940.80	10.8
TOTAL FUND EXPENDITURES	43,059.20	43,059.20	400,000.00	356,940.80	10.8
NET REVENUE OVER EXPENDITURES	(26,211.42)	(26,211.42)	.00	26,211.42	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

FIRE EQUIPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
303-4000 GENERAL FUND TRANSFER	2,500.00	2,500.00	30,000.00	27,500.00	8.3
303-4800 GRANT PROCEEDS	.00	.00	50,000.00	50,000.00	.0
303-4804 MUTUAL FINANCE ORGANIZATION	.00	.00	25,000.00	25,000.00	.0
TOTAL REVENUES	2,500.00	2,500.00	105,000.00	102,500.00	2.4
TOTAL FUND REVENUE	2,500.00	2,500.00	105,000.00	102,500.00	2.4
 <u>{EXPENDITURES}</u>					
303-5260 EQUIPMENT - MISC.	.00	.00	19,500.00	19,500.00	.0
303-5261 COATS, BOOTS, HELMETS, GLOVES	.00	.00	30,000.00	30,000.00	.0
303-5262 FOAM	.00	.00	11,000.00	11,000.00	.0
303-5263 HOSE & NOZZLES	.00	.00	11,000.00	11,000.00	.0
303-5264 BREATHING APPARATUS	240.00	240.00	15,000.00	14,760.00	1.6
303-5270 RADIO REPLACEMENT	.00	.00	13,000.00	13,000.00	.0
303-6999 OPERATING RESERVE	.00	.00	5,500.00	5,500.00	.0
TOTAL EXPENDITURES	240.00	240.00	105,000.00	104,760.00	.2
TOTAL FUND EXPENDITURES	240.00	240.00	105,000.00	104,760.00	.2
NET REVENUE OVER EXPENDITURES	2,260.00	2,260.00	.00	(2,260.00)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

FIRE EQUIPMENT II

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
304-4000 GENERAL FUND TRANSFER	4,166.67	4,166.67	50,000.00	45,833.33	8.3
304-4900 TRANSFERS IN	.00	.00	114,000.00	114,000.00	.0
304-4903 INTEREST INCOME	138.95	138.95	.00	(138.95)	.0
304-4907 NOTE/LOAN PROCEEDS	.00	.00	3,000,000.00	3,000,000.00	.0
304-4909 RENTAL	650.00	650.00	6,000.00	5,350.00	10.8
TOTAL REVENUES	4,955.62	4,955.62	3,170,000.00	3,165,044.38	.2
TOTAL FUND REVENUE	4,955.62	4,955.62	3,170,000.00	3,165,044.38	.2
<u>{EXPENDITURES}</u>					
304-5321 LAND, STRUCTURES	.00	.00	3,000,000.00	3,000,000.00	.0
304-6135 EQUIPMENT	59,500.00	59,500.00	170,000.00	110,500.00	35.0
TOTAL EXPENDITURES	59,500.00	59,500.00	3,170,000.00	3,110,500.00	1.9
TOTAL FUND EXPENDITURES	59,500.00	59,500.00	3,170,000.00	3,110,500.00	1.9
NET REVENUE OVER EXPENDITURES	(54,544.38)	(54,544.38)	.00	54,544.38	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
401-4000 GENERAL FUND TRANSFER	8,666.67	8,666.67	104,000.00	95,333.33	8.3
401-4041 STATE ALLOC. & INCENTIVE PYMT.	78,228.25	78,228.25	946,400.00	868,171.75	8.3
401-4043 MOTOR VEHICLE FEES	16,128.53	16,128.53	57,000.00	40,871.47	28.3
401-4044 STATE MAINT. AGREEMENT	.00	.00	21,900.00	21,900.00	.0
401-4420 WEED MOWING	.00	.00	500.00	500.00	.0
401-4903 INTEREST	113.98	113.98	.00	(113.98)	.0
401-4904 MISC. INCOME	15.43	15.43	500.00	484.57	3.1
401-4909 RENTAL	300.00	300.00	1,000.00	700.00	30.0
401-4911 SALE OF MATERIAL	97.78	97.78	5,000.00	4,902.22	2.0
401-4916 RENTALS(UNIFORM/EQUIP/LABOR)	452.00	452.00	1,500.00	1,048.00	30.1
TOTAL REVENUES	104,002.64	104,002.64	1,137,800.00	1,033,797.36	9.1
TOTAL FUND REVENUE	104,002.64	104,002.64	1,137,800.00	1,033,797.36	9.1

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>{EXPENDITURES}</u>					
401-5163	HR CONSULTING FEES	18.22	18.22	400.00	381.78 4.6
401-5330	BUILDING & GROUNDS MAINT.	80.20	80.20	5,000.00	4,919.80 1.6
401-5390	PRINTING, PUBLICATIONS, LEGALS	.00	.00	250.00	250.00 .0
401-5541	JANITORIAL SUPPLIES	7.35	7.35	100.00	92.65 7.4
401-5590	CHEMICALS & SALT	1,170.00	1,170.00	20,000.00	18,830.00 5.9
401-5770	OTHER EQUIP. REPAIRS (LABOR)	.00	.00	500.00	500.00 .0
401-5771	OTHER EQUIP. REPAIRS (PARTS)	235.74	235.74	10,000.00	9,764.26 2.4
401-5790	COMPUTER NETWORK EXPENSE	333.33	333.33	4,000.00	3,666.67 8.3
401-5800	VEHICLE/EQUIPMENT FUEL	1,362.71	1,362.71	25,000.00	23,637.29 5.5
401-5801	VEHICLE/EQUIP. OIL & GREASE	(86.85)	(86.85)	2,500.00	2,586.85 (3.5)
401-5810	TIRES & TIRE REPAIR	.00	.00	4,000.00	4,000.00 .0
401-5880	STORM SEWER REPAIR & MAINT.	157.05	157.05	3,500.00	3,342.95 4.5
401-5890	TRAFFIC SIGNAL MAINT.	(326.33)	(326.33)	3,000.00	3,326.33 (10.9)
401-5968	VEHICLE REPAIRS	3,298.68	3,298.68	30,000.00	26,701.32 11.0
401-5980	ASPHALT, CEMENT, GRAVEL, ROCK	6,884.41	6,884.41	50,000.00	43,115.59 13.8
401-5985	BRIDGE REPAIR - MATRL/SUPPLIES	.00	.00	15,000.00	15,000.00 .0
401-5990	CULVERTS	.00	.00	3,000.00	3,000.00 .0
401-6000	STREET & TRAFFIC SIGNS	766.96	766.96	10,000.00	9,233.04 7.7
401-6001	SIGN POSTS & HARDWARE	.00	.00	10,000.00	10,000.00 .0
401-6008	STREET RESERVE	1,804.17	1,804.17	20,000.00	18,195.83 9.0
401-6010	PAINT & PAINTING SUPPLIES	14.88	14.88	6,000.00	5,985.12 .3
401-6020	MISC. SUPPLIES	204.47	204.47	1,000.00	795.53 20.5
401-6026	CAPITAL OUTLAY	1,804.17	1,804.17	21,650.00	19,845.83 8.3
401-6050	COMPUTER EXPENSES	.00	.00	5,000.00	5,000.00 .0
401-6463	TREE PLANTING/REMOVAL	.00	.00	2,000.00	2,000.00 .0
401-6484	SECURITY	.00	.00	5,000.00	5,000.00 .0
401-6999	OPERATING RESERVE	.00	.00	10,000.00	10,000.00 .0
401-7080	MISC. PRODUCTION EXPENSES	.00	.00	500.00	500.00 .0
401-7530	UTILITIES	3,718.40	3,718.40	60,000.00	56,281.60 6.2
401-8461	VEHICLE REPAIR - LABOR	425.83	425.83	4,000.00	3,574.17 10.7
401-8481	MEETING & TRAINING - LABOR	.00	.00	4,000.00	4,000.00 .0
401-8500	MISC. OPERATING	176.07	176.07	2,500.00	2,323.93 7.0
401-9401	SALARIES - MEDIA	474.96	474.96	5,000.00	4,525.04 9.5
401-9405	SALARIES - OPERATIONAL	49,641.56	49,641.56	470,000.00	420,358.44 10.6
401-9406	SALARIES-OPERATIONAL HIGHWAY	.00	.00	5,000.00	5,000.00 .0
401-9410	SALARIES - ADMINISTRATIVE	.00	.00	23,000.00	23,000.00 .0
401-9422	SALARIES - OUTSIDE DEPT SNOW	.00	.00	10,000.00	10,000.00 .0
401-9429	SALARIES-TRANSFER STATION	248.80	248.80	5,000.00	4,751.20 5.0
401-9431	SALARIES-STREET SNOW/SALT	.00	.00	10,000.00	10,000.00 .0
401-9451	SALARIES-HIGHWAY SNOW/SALT	.00	.00	10,000.00	10,000.00 .0
401-9452	SALARIES-HIGHWAY MOWING	437.38	437.38	10,000.00	9,562.62 4.4
401-9453	SALARIES-HIWAY SURFACE REPAIRS	.00	.00	10,000.00	10,000.00 .0
401-9590	RETIREMENT CONTRIBUTIONS	2,908.30	2,908.30	40,000.00	37,091.70 7.3
401-9610	SOCIAL SECURITY TAX	3,783.91	3,783.91	48,000.00	44,216.09 7.9
401-9620	MEDICAL & LIFE INSURANCE	7,175.03	7,175.03	100,000.00	92,824.97 7.2
401-9630	WORKMANS COMP	1,767.54	1,767.54	12,000.00	10,232.46 14.7
401-9640	UNIFORMS	.00	.00	1,500.00	1,500.00 .0
401-9650	POSTAGE	100.30	100.30	1,500.00	1,399.70 6.7
401-9680	OFFICE RENTAL	150.00	150.00	1,500.00	1,350.00 10.0
401-9720	INSURANCE	10,504.38	10,504.38	18,000.00	7,495.62 58.4
401-9740	COPIER EXPENSE	77.72	77.72	1,200.00	1,122.28 6.5
401-9760	MEETING & TRAINING	.00	.00	2,000.00	2,000.00 .0

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
401-9820 AUDIT EXPENSE	.00	.00	1,000.00	1,000.00	.0
401-9860 PROFESSIONAL SERVICES	286.26	286.26	4,000.00	3,713.74	7.2
401-9900 OFFICE SUPPLIES	42.65	42.65	1,000.00	957.35	4.3
401-9920 MAPPING & RECORDS	52.96	52.96	10,000.00	9,947.04	.5
401-9980 ANSWERING SERVICE	11.10	11.10	200.00	188.90	5.6
TOTAL EXPENDITURES	99,712.31	99,712.31	1,137,800.00	1,038,087.69	8.8
TOTAL FUND EXPENDITURES	99,712.31	99,712.31	1,137,800.00	1,038,087.69	8.8
NET REVENUE OVER EXPENDITURES	4,290.33	4,290.33	.00	(4,290.33)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CITY HALL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
501-4000 GENERAL FUND TRANSFER	3,162.50	3,162.50	37,950.00	34,787.50	8.3
501-4909 RENTAL	1,600.00	1,600.00	19,200.00	17,600.00	8.3
TOTAL REVENUES	4,762.50	4,762.50	57,150.00	52,387.50	8.3
TOTAL FUND REVENUE	4,762.50	4,762.50	57,150.00	52,387.50	8.3
 <u>{EXPENDITURES}</u>					
501-5330 BUILDING & GROUNDS MAINT.	271.93	271.93	10,000.00	9,728.07	2.7
501-5541 JANITORIAL SUPPLIES	55.79	55.79	1,750.00	1,694.21	3.2
501-5750 SERVICE/CONTRACT AGREEMENTS	24.00	24.00	.00	(24.00)	.0
501-6020 MISC. SUPPLIES	11.03	11.03	250.00	238.97	4.4
501-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
501-7530 UTILITIES	1,368.93	1,368.93	18,000.00	16,631.07	7.6
501-8500 MISC. OPERATING	.00	.00	500.00	500.00	.0
501-9400 SALARIES - CUSTODIAL	841.32	841.32	6,500.00	5,658.68	12.9
501-9405 SALARIES - OPERATIONAL	515.52	515.52	4,000.00	3,484.48	12.9
501-9590 RETIREMENT CONTRIBUTIONS	.00	.00	700.00	700.00	.0
501-9610 SOCIAL SECURITY TAX	102.70	102.70	750.00	647.30	13.7
501-9620 MEDICAL & LIFE INSURANCE	233.46	233.46	4,500.00	4,266.54	5.2
501-9630 WORKMANS COMP	38.46	38.46	200.00	161.54	19.2
501-9720 INSURANCE	10,702.96	10,702.96	9,000.00	(1,702.96)	118.9
TOTAL EXPENDITURES	14,166.10	14,166.10	57,150.00	42,983.90	24.8
TOTAL FUND EXPENDITURES	14,166.10	14,166.10	57,150.00	42,983.90	24.8
NET REVENUE OVER EXPENDITURES	(9,403.60)	(9,403.60)	.00	9,403.60	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

COMMUNITY CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
502-4000 GENERAL FUND TRANSFER	862.50	862.50	10,350.00	9,487.50	8.3
502-4900 TRANSFERS IN	.00	.00	150,000.00	150,000.00	.0
502-4909 RENTAL	270.00	270.00	2,000.00	1,730.00	13.5
TOTAL REVENUES	1,132.50	1,132.50	162,350.00	161,217.50	.7
TOTAL FUND REVENUE	1,132.50	1,132.50	162,350.00	161,217.50	.7
<u>{EXPENDITURES}</u>					
502-5330 BUILDING & GROUNDS MAINT.	.00	.00	1,000.00	1,000.00	.0
502-5541 JANITORIAL SUPPLIES	.00	.00	200.00	200.00	.0
502-5750 SERVICE/CONTRACT AGREEMENTS	59.80	59.80	300.00	240.20	19.9
502-6026 CAPITAL OUTLAY	12,500.00	12,500.00	150,000.00	137,500.00	8.3
502-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
502-7530 UTILITIES	133.19	133.19	2,000.00	1,866.81	6.7
502-9405 SALARIES - OPERATIONAL	515.49	515.49	4,500.00	3,984.51	11.5
502-9610 SOCIAL SECURITY TAX	39.40	39.40	250.00	210.60	15.8
502-9630 WORKMANS COMP	14.60	14.60	100.00	85.40	14.6
502-9720 INSURANCE	3,366.80	3,366.80	3,000.00	(366.80)	112.2
TOTAL EXPENDITURES	16,629.28	16,629.28	162,350.00	145,720.72	10.2
TOTAL FUND EXPENDITURES	16,629.28	16,629.28	162,350.00	145,720.72	10.2
NET REVENUE OVER EXPENDITURES	(15,496.78)	(15,496.78)	.00	15,496.78	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

COMMUNITY ROOM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
503-4000 GENERAL FUND TRANSFER	2,066.67	2,066.67	24,800.00	22,733.33	8.3
503-4909 RENTAL	695.00	695.00	4,000.00	3,305.00	17.4
TOTAL REVENUES	2,761.67	2,761.67	28,800.00	26,038.33	9.6
TOTAL FUND REVENUE	2,761.67	2,761.67	28,800.00	26,038.33	9.6
 <u>{EXPENDITURES}</u>					
503-5330 BUILDING & GROUNDS MAINT.	112.44	112.44	1,000.00	887.56	11.2
503-5541 JANITORIAL SUPPLIES	32.64	32.64	100.00	67.36	32.6
503-5750 SERVICE/CONTRACT AGREEMENTS	.00	.00	250.00	250.00	.0
503-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
503-7530 UTILITIES	620.52	620.52	9,500.00	8,879.48	6.5
503-9400 SALARIES - CUSTODIAL	.00	.00	4,000.00	4,000.00	.0
503-9405 SALARIES - OPERATIONAL	.00	.00	1,500.00	1,500.00	.0
503-9590 RETIREMENT CONTRIBUTIONS	.00	.00	200.00	200.00	.0
503-9610 SOCIAL SECURITY TAX	.00	.00	250.00	250.00	.0
503-9720 INSURANCE	7,681.51	7,681.51	8,000.00	318.49	96.0
503-9900 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
503-9915 COMPUTERS & EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
503-9990 RADIO & COMMUNICATIONS EQUIP	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	8,447.11	8,447.11	28,800.00	20,352.89	29.3
TOTAL FUND EXPENDITURES	8,447.11	8,447.11	28,800.00	20,352.89	29.3
NET REVENUE OVER EXPENDITURES	(5,685.44)	(5,685.44)	.00	5,685.44	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

TRANSFER STATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
511-4012 FRANCHISE	4,576.00	4,576.00	35,000.00	30,424.00	13.1
511-4911 SALE OF MATERIAL	2,447.00	2,447.00	2,500.00	53.00	97.9
TOTAL REVENUES	7,023.00	7,023.00	37,500.00	30,477.00	18.7
TOTAL FUND REVENUE	7,023.00	7,023.00	37,500.00	30,477.00	18.7
<u>{EXPENDITURES}</u>					
511-5330 BUILDING & GROUNDS MAINT.	.00	.00	1,000.00	1,000.00	.0
511-5390 PRINTING, PUBLICATIONS, LEGALS	.00	.00	1,000.00	1,000.00	.0
511-5980 ASPHALT, CEMENT, GRAVEL, ROCK	100.62	100.62	3,000.00	2,899.38	3.4
511-6020 MISC. SUPPLIES	.00	.00	100.00	100.00	.0
511-6140 RESERVE TRANSFER	1,341.67	1,341.67	8,575.00	7,233.33	15.7
511-6484 SECURITY	.00	.00	2,500.00	2,500.00	.0
511-7530 UTILITIES	63.94	63.94	1,000.00	936.06	6.4
511-9405 SALARIES - OPERATIONAL	921.68	921.68	15,000.00	14,078.32	6.1
511-9590 RETIREMENT CONTRIBUTIONS	.00	.00	1,000.00	1,000.00	.0
511-9610 SOCIAL SECURITY TAX	70.51	70.51	1,000.00	929.49	7.1
511-9620 MEDICAL & LIFE INSURANCE	.00	.00	1,000.00	1,000.00	.0
511-9630 WORKMANS COMP	26.60	26.60	300.00	273.40	8.9
511-9720 INSURANCE	1,000.00	1,000.00	2,000.00	1,000.00	50.0
511-9980 ANSWERING SERVICE	.44	.44	25.00	24.56	1.8
TOTAL EXPENDITURES	3,525.46	3,525.46	37,500.00	33,974.54	9.4
TOTAL FUND EXPENDITURES	3,525.46	3,525.46	37,500.00	33,974.54	9.4
NET REVENUE OVER EXPENDITURES	3,497.54	3,497.54	.00	(3,497.54)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

LANDFILL RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
512-4900	TRANSFERS IN	1,341.67	1,341.67	16,100.00	14,758.33	8.3
	TOTAL REVENUES	1,341.67	1,341.67	16,100.00	14,758.33	8.3
	TOTAL FUND REVENUE	1,341.67	1,341.67	16,100.00	14,758.33	8.3
<u>{EXPENDITURES}</u>						
512-6200	TRANSFER OUT	.00	.00	16,100.00	16,100.00	.0
	TOTAL EXPENDITURES	.00	.00	16,100.00	16,100.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	16,100.00	16,100.00	.0
	NET REVENUE OVER EXPENDITURES	1,341.67	1,341.67	.00	(1,341.67)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
521-4000 GENERAL FUND TRANSFER	23,333.33	23,333.33	280,000.00	256,666.67	8.3
521-4080 CAMPING FEES	1,740.00	1,740.00	5,000.00	3,260.00	34.8
521-4081 TOURNAMENT & FIELD USAGE FEES	200.00	200.00	2,500.00	2,300.00	8.0
521-4913 LEASE - LAND, BLDG., TOWER	.00	.00	2,000.00	2,000.00	.0
TOTAL REVENUES	25,273.33	25,273.33	289,500.00	264,226.67	8.7
TOTAL FUND REVENUE	25,273.33	25,273.33	289,500.00	264,226.67	8.7
<u>{EXPENDITURES}</u>					
521-5163 HR CONSULTING FEES	6.07	6.07	5,000.00	4,993.93	.1
521-5211 OUTDOOR UTILITIES	.00	.00	4,500.00	4,500.00	.0
521-5310 SMALL TOOLS & EQUIPMENT	52.01	52.01	550.00	497.99	9.5
521-5332 BLDG./GROUND MAINT, & VANDAL	140.82	140.82	8,000.00	7,859.18	1.8
521-5333 TABLES & GRILLS	.00	.00	2,500.00	2,500.00	.0
521-5334 GRASS SEED & SOD	982.50	982.50	825.00	(157.50)	119.1
521-5335 VANDALISM & GRAFFITTI	.00	.00	100.00	100.00	.0
521-5390 PRINTING, PUBLICATIONS, LEGALS	.00	.00	500.00	500.00	.0
521-5570 CHEMICALS	.00	.00	1,650.00	1,650.00	.0
521-5580 RECREATION SUPPLIES	.00	.00	350.00	350.00	.0
521-5582 SOFTBALL MATERIALS	.00	.00	400.00	400.00	.0
521-5589 FIELD MATERIALS	.00	.00	3,500.00	3,500.00	.0
521-5791 VEHICLE/EQUIPMENT REPAIRS	24.98	24.98	2,750.00	2,725.02	.9
521-5800 VEHICLE/EQUIPMENT FUEL	1,279.06	1,279.06	4,400.00	3,120.94	29.1
521-5801 VEHICLE/EQUIP. OIL & GREASE	56.06	56.06	550.00	493.94	10.2
521-5810 TIRES & TIRE REPAIR	.00	.00	1,200.00	1,200.00	.0
521-6020 MISC. SUPPLIES	.00	.00	500.00	500.00	.0
521-6026 CAPITAL OUTLAY	1,291.67	1,291.67	15,500.00	14,208.33	8.3
521-6050 COMPUTER EXPENSES	.00	.00	800.00	800.00	.0
521-6463 TREE PLANTING/REMOVAL	.00	.00	1,900.00	1,900.00	.0
521-6484 SECURITY	.00	.00	200.00	200.00	.0
521-6999 OPERATING RESERVE	.00	.00	4,250.00	4,250.00	.0
521-7530 UTILITIES	2,622.01	2,622.01	31,000.00	28,377.99	8.5
521-8461 VEHICLE REPAIR - LABOR	80.97	80.97	700.00	619.03	11.6
521-8500 MISC. OPERATING	73.79	73.79	300.00	226.21	24.6
521-9405 SALARIES - OPERATIONAL	16,879.88	16,879.88	133,000.00	116,120.12	12.7
521-9421 SALARIES - PARTTIME	.00	.00	6,500.00	6,500.00	.0
521-9590 RETIREMENT CONTRIBUTIONS	773.69	773.69	8,000.00	7,226.31	9.7
521-9610 SOCIAL SECURITY TAX	1,237.60	1,237.60	12,000.00	10,762.40	10.3
521-9620 MEDICAL & LIFE INSURANCE	3,168.50	3,168.50	28,400.00	25,231.50	11.2
521-9630 WORKMANS COMP	288.40	288.40	2,300.00	2,011.60	12.5
521-9720 INSURANCE	4,064.40	4,064.40	6,800.00	2,735.60	59.8
521-9760 MEETING & TRAINING	103.07	103.07	525.00	421.93	19.6
521-9980 ANSWERING SERVICE	1.33	1.33	50.00	48.67	2.7
TOTAL EXPENDITURES	33,126.81	33,126.81	289,500.00	256,373.19	11.4

CITY OF CRETE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

PARKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	33,126.81	33,126.81	289,500.00	256,373.19	11.4
NET REVENUE OVER EXPENDITURES	(7,853.48)	(7,853.48)	.00	7,853.48	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

SWIMMING POOL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
522-4000 GENERAL FUND TRANSFER	4,150.00	4,150.00	49,800.00	45,650.00	8.3
TOTAL REVENUES	4,150.00	4,150.00	49,800.00	45,650.00	8.3
TOTAL FUND REVENUE	4,150.00	4,150.00	49,800.00	45,650.00	8.3
<u>{EXPENDITURES}</u>					
522-5330 BUILDING & GROUNDS MAINT.	.00	.00	5,500.00	5,500.00	.0
522-5570 CHEMICALS	.00	.00	9,500.00	9,500.00	.0
522-6020 MISC. SUPPLIES	.00	.00	200.00	200.00	.0
522-6050 COMPUTER EXPENSES	.00	.00	400.00	400.00	.0
522-6484 SECURITY	.00	.00	2,000.00	2,000.00	.0
522-6999 OPERATING RESERVE	.00	.00	1,300.00	1,300.00	.0
522-7530 UTILITIES	353.76	353.76	13,000.00	12,646.24	2.7
522-8500 MISC. OPERATING	.00	.00	500.00	500.00	.0
522-9405 SALARIES - OPERATIONAL	.00	.00	8,800.00	8,800.00	.0
522-9590 RETIREMENT CONTRIBUTIONS	.00	.00	500.00	500.00	.0
522-9610 SOCIAL SECURITY TAX	.00	.00	500.00	500.00	.0
522-9620 MEDICAL & LIFE INSURANCE	.00	.00	700.00	700.00	.0
522-9630 WORKMANS COMP	.00	.00	100.00	100.00	.0
522-9720 INSURANCE	7,663.98	7,663.98	6,800.00	(863.98)	112.7
TOTAL EXPENDITURES	8,017.74	8,017.74	49,800.00	41,782.26	16.1
TOTAL FUND EXPENDITURES	8,017.74	8,017.74	49,800.00	41,782.26	16.1
NET REVENUE OVER EXPENDITURES	(3,867.74)	(3,867.74)	.00	3,867.74	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CAPITAL OUTLAY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
531-4034 PD TRANSFER	9,635.83	9,635.83	113,355.00	103,719.17	8.5
531-4040 STREET TRANSFER	1,804.17	1,804.17	21,650.00	19,845.83	8.3
531-4065 PARKS TRANSFER	1,291.67	1,291.67	15,500.00	14,208.33	8.3
531-4076 COMMUNITY CENTER	12,500.00	12,500.00	150,000.00	137,500.00	8.3
TOTAL REVENUES	25,231.67	25,231.67	300,505.00	275,273.33	8.4
TOTAL FUND REVENUE	25,231.67	25,231.67	300,505.00	275,273.33	8.4
<u>{EXPENDITURES}</u>					
531-6420 POLICE CRUISERS	656.44	656.44	70,000.00	69,343.56	.9
531-6461 PARK EXPANSION/EQUIPMENT	.00	.00	15,500.00	15,500.00	.0
531-6473 CIVIC CENTER IMPROVEMENTS	292.94	292.94	150,000.00	149,707.06	.2
531-6477 POLICE GENERAL EQUIPMENT	520.28	520.28	25,000.00	24,479.72	2.1
531-6478 POLICE K9 EQUIPMENT	.00	.00	2,275.00	2,275.00	.0
531-6480 POLICE FACILITY	28,540.23	28,540.23	16,080.00	(12,460.23)	177.5
531-6999 OPERATING RESERVE	.00	.00	21,650.00	21,650.00	.0
TOTAL EXPENDITURES	30,009.89	30,009.89	300,505.00	270,495.11	10.0
TOTAL FUND EXPENDITURES	30,009.89	30,009.89	300,505.00	270,495.11	10.0
NET REVENUE OVER EXPENDITURES	(4,778.22)	(4,778.22)	.00	4,778.22	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CAPITAL IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
532-4000 GENERAL FUND TRANSFER	3,791.67	3,791.67	45,500.00	41,708.33	8.3
532-4045 FFP HIGHWAY FUNDS	.00	.00	140,000.00	140,000.00	.0
532-4046 FFP BRIDGE FUNDS	.00	.00	5,000.00	5,000.00	.0
532-4900 TRANSFERS IN	.00	.00	2,891,950.00	2,891,950.00	.0
532-4903 INTEREST INCOME	28.73	28.73	.00	(28.73)	.0
TOTAL REVENUES	3,820.40	3,820.40	3,082,450.00	3,078,629.60	.1
TOTAL FUND REVENUE	3,820.40	3,820.40	3,082,450.00	3,078,629.60	.1
 <u>{EXPENDITURES}</u>					
532-6381 CONST. COSTS - STREETS	348,603.25	348,603.25	1,000,000.00	651,396.75	34.9
532-6487 BRIDGE PROJECTS	3,911.36	3,911.36	.00	(3,911.36)	.0
532-6489 PARK IMPROVEMENTS	.00	.00	2,000,000.00	2,000,000.00	.0
532-9970 DEBT EXPENSE AMORTIZATION	.00	.00	60,500.00	60,500.00	.0
532-9971 BOND INTEREST	.00	.00	21,950.00	21,950.00	.0
TOTAL EXPENDITURES	352,514.61	352,514.61	3,082,450.00	2,729,935.39	11.4
TOTAL FUND EXPENDITURES	352,514.61	352,514.61	3,082,450.00	2,729,935.39	11.4
NET REVENUE OVER EXPENDITURES	(348,694.21)	(348,694.21)	.00	348,694.21	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CEMETERY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
601-4000 GENERAL FUND TRANSFER	6,220.83	6,220.83	74,650.00	68,429.17	8.3
601-4060 SALE OF SPACES	450.00	450.00	13,000.00	12,550.00	3.5
601-4062 INTERMENTS	.00	.00	5,000.00	5,000.00	.0
601-4903 INTEREST INCOME	137.12	137.12	1,000.00	862.88	13.7
TOTAL REVENUES	6,807.95	6,807.95	93,650.00	86,842.05	7.3
TOTAL FUND REVENUE	6,807.95	6,807.95	93,650.00	86,842.05	7.3
<u>{EXPENDITURES}</u>					
601-5163 HR CONSULTING FEES	3.03	3.03	.00 (3.03)	.0
601-5330 BUILDING & GROUNDS MAINT.	3.50	3.50	2,500.00	2,496.50	.1
601-5340 OUTSIDE SERVICES	.00	.00	200.00	200.00	.0
601-5390 PRINTING, PUBLICATIONS, LEGALS	.00	.00	250.00	250.00	.0
601-5791 VEHICLE/EQUIPMENT REPAIRS	480.09	480.09	1,000.00	519.91	48.0
601-5800 VEHICLE/EQUIPMENT FUEL	84.04	84.04	1,500.00	1,415.96	5.6
601-5801 VEHICLE/EQUIP. OIL & GREASE	26.99	26.99	100.00	73.01	27.0
601-5810 TIRES & TIRE REPAIR	102.84	102.84	400.00	297.16	25.7
601-6050 COMPUTER EXPENSES	.00	.00	500.00	500.00	.0
601-6484 SECURITY	.00	.00	2,000.00	2,000.00	.0
601-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
601-7530 UTILITIES	61.80	61.80	2,500.00	2,438.20	2.5
601-8461 VEHICLE REPAIR - LABOR	.00	.00	500.00	500.00	.0
601-8500 MISC. OPERATING	111.92	111.92	100.00 (11.92)	111.9
601-9405 SALARIES - OPERATIONAL	6,884.75	6,884.75	57,000.00	50,115.25	12.1
601-9590 RETIREMENT CONTRIBUTIONS	474.34	474.34	3,600.00	3,125.66	13.2
601-9610 SOCIAL SECURITY TAX	498.10	498.10	4,000.00	3,501.90	12.5
601-9620 MEDICAL & LIFE INSURANCE	1,646.32	1,646.32	12,500.00	10,853.68	13.2
601-9630 WORKMANS COMP	278.44	278.44	.00 (278.44)	.0
601-9720 INSURANCE	1,349.02	1,349.02	4,000.00	2,650.98	33.7
601-9980 ANSWERING SERVICE	.44	.44	.00 (.44)	.0
TOTAL EXPENDITURES	12,005.62	12,005.62	93,650.00	81,644.38	12.8
TOTAL FUND EXPENDITURES	12,005.62	12,005.62	93,650.00	81,644.38	12.8
NET REVENUE OVER EXPENDITURES	(5,197.67)	(5,197.67)	.00	5,197.67	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CEMETERY PERPETUAL CARE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
602-4060 SALE OF SPACES	100.00	100.00	2,500.00	2,400.00	4.0
602-4903 INTEREST INCOME	75.34	75.34	500.00	424.66	15.1
TOTAL REVENUES	175.34	175.34	3,000.00	2,824.66	5.8
TOTAL FUND REVENUE	175.34	175.34	3,000.00	2,824.66	5.8
 <u>{EXPENDITURES}</u>					
602-6185 PERPETUAL DECORATIONS	.00	.00	2,000.00	2,000.00	.0
602-6999 OPERATING RESERVE	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	.00	.00	3,000.00	3,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	3,000.00	3,000.00	.0
NET REVENUE OVER EXPENDITURES	175.34	175.34	.00	(175.34)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
701-4000 GENERAL FUND TRANSFER	50,862.50	50,862.50	610,350.00	559,487.50	8.3
701-4074 COPIER SERVICES	346.40	346.40	3,000.00	2,653.60	11.6
701-4075 INTER LIBRARY LOAN	8.86	8.86	150.00	141.14	5.9
701-4077 STATE LENDER COMP	.00	.00	800.00	800.00	.0
701-4078 EVENT/PROGRAM INCOME	290.00	290.00	.00	(290.00)	.0
701-4800 GRANT PROCEEDS	.00	.00	3,000.00	3,000.00	.0
701-4906 DONATIONS	12.00	12.00	2,500.00	2,488.00	.5
	<u>51,519.76</u>	<u>51,519.76</u>	<u>619,800.00</u>	<u>568,280.24</u>	<u>8.3</u>
TOTAL FUND REVENUE	<u>51,519.76</u>	<u>51,519.76</u>	<u>619,800.00</u>	<u>568,280.24</u>	<u>8.3</u>
 <u>{EXPENDITURES}</u>					
701-5163 HR CONSULTING FEES	12.15	12.15	200.00	187.85	6.1
701-5330 BUILDING & GROUNDS MAINT.	719.50	719.50	12,000.00	11,280.50	6.0
701-5390 PRINTING, PUBLICATIONS, LEGALS	12.22	12.22	500.00	487.78	2.4
701-5400 DUES & MEMBERSHIPS	247.00	247.00	900.00	653.00	27.4
701-5541 JANITORIAL SUPPLIES	37.43	37.43	1,800.00	1,762.57	2.1
701-5691 BOOKS, MAGAZINES	2,077.13	2,077.13	35,000.00	32,922.87	5.9
701-5693 REPLACEMENTS	(91.51)	(91.51)	1,200.00	1,291.51	(7.6)
701-5750 SERVICE/CONTRACT AGREEMENTS	99.60	99.60	.00	(99.60)	.0
701-5790 COMPUTER NETWORK EXPENSE	1,250.00	1,250.00	15,000.00	13,750.00	8.3
701-6020 MISC. SUPPLIES	.00	.00	100.00	100.00	.0
701-6050 COMPUTER EXPENSES	.00	.00	15,000.00	15,000.00	.0
701-6210 PROGRAM EXPENSE	681.17	681.17	3,500.00	2,818.83	19.5
701-6999 OPERATING RESERVE	.00	.00	6,300.00	6,300.00	.0
701-7530 UTILITIES	2,769.88	2,769.88	28,500.00	25,730.12	9.7
701-8500 MISC. OPERATING	282.98	282.98	300.00	17.02	94.3
701-9400 SALARIES - CUSTODIAL	1,261.93	1,261.93	10,500.00	9,238.07	12.0
701-9405 SALARIES - OPERATIONAL	37,283.46	37,283.46	342,700.00	305,416.54	10.9
701-9590 RETIREMENT CONTRIBUTIONS	2,342.12	2,342.12	24,000.00	21,657.88	9.8
701-9610 SOCIAL SECURITY TAX	2,793.01	2,793.01	26,200.00	23,406.99	10.7
701-9620 MEDICAL & LIFE INSURANCE	7,460.66	7,460.66	64,500.00	57,039.34	11.6
701-9630 WORKMANS COMP	35.70	35.70	200.00	164.30	17.9
701-9650 POSTAGE	449.75	449.75	3,500.00	3,050.25	12.9
701-9720 INSURANCE	17,703.78	17,703.78	16,100.00	(1,603.78)	110.0
701-9740 OFFICE EQUIP REPAIR & CONTRACT	507.15	507.15	5,000.00	4,492.85	10.1
701-9760 MEETING & TRAINING	.00	.00	2,000.00	2,000.00	.0
701-9900 OFFICE SUPPLIES	137.06	137.06	4,800.00	4,662.94	2.9
	<u>78,072.17</u>	<u>78,072.17</u>	<u>619,800.00</u>	<u>541,727.83</u>	<u>12.6</u>
TOTAL FUND EXPENDITURES	<u>78,072.17</u>	<u>78,072.17</u>	<u>619,800.00</u>	<u>541,727.83</u>	<u>12.6</u>
NET REVENUE OVER EXPENDITURES	<u>(26,552.41)</u>	<u>(26,552.41)</u>	<u>.00</u>	<u>26,552.41</u>	<u>.0</u>

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

LIBRARY FRIENDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
702-4906 DONATIONS	.00	.00	16,200.00	16,200.00	.0
TOTAL REVENUES	.00	.00	16,200.00	16,200.00	.0
TOTAL FUND REVENUE	.00	.00	16,200.00	16,200.00	.0
<u>{EXPENDITURES}</u>					
702-5692 EXPENSE PAID BY DONATIONS	404.34	404.34	16,200.00	15,795.66	2.5
TOTAL EXPENDITURES	404.34	404.34	16,200.00	15,795.66	2.5
TOTAL FUND EXPENDITURES	404.34	404.34	16,200.00	15,795.66	2.5
NET REVENUE OVER EXPENDITURES	(404.34)	(404.34)	.00	404.34	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

RECREATION PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
721-4000 GENERAL FUND TRANSFER	5,583.33	5,583.33	67,000.00	61,416.67	8.3
721-4083 MARTIAL ARTS REGISTRATIONS	660.85	660.85	.00	(660.85)	.0
721-4084 FLAG FOOTBALL INCOME	.00	.00	5,000.00	5,000.00	.0
721-4085 BASEBALL & SOFTBALL YOUTH	.00	.00	1,500.00	1,500.00	.0
721-4086 SOCCER YOUTH	.00	.00	10,000.00	10,000.00	.0
721-4091 SOFTBALL ADULT	.00	.00	5,000.00	5,000.00	.0
721-4998 SOFTBALL ADULT	.00	.00	1,500.00	1,500.00	.0
TOTAL REVENUES	6,244.18	6,244.18	90,000.00	83,755.82	6.9
TOTAL FUND REVENUE	6,244.18	6,244.18	90,000.00	83,755.82	6.9
<u>{EXPENDITURES}</u>					
721-5163 HR CONSULTING FEES	25.07	25.07	600.00	574.93	4.2
721-5350 EQUIP. RENTAL	.00	.00	500.00	500.00	.0
721-5390 PRINTING, PUBLICATIONS, LEGALS	.00	.00	350.00	350.00	.0
721-5578 SOFTBALL SUPPLIES ADULT	.00	.00	500.00	500.00	.0
721-5580 RECREATION SUPPLIES	.00	.00	100.00	100.00	.0
721-5583 LITTLE LEAGUE SUPPLIES	.00	.00	900.00	900.00	.0
721-5584 FLAG FOOTBALL SUPPLIES	510.27	510.27	500.00	(10.27)	102.1
721-5586 SOCCER YOUTH	.00	.00	3,000.00	3,000.00	.0
721-5790 COMPUTER NETWORK EXPENSE	166.67	166.67	2,000.00	1,833.33	8.3
721-5901 REFUNDS	.00	.00	1,000.00	1,000.00	.0
721-6020 MISC. SUPPLIES	.00	.00	200.00	200.00	.0
721-6049 SOFTWARE & UPGRADES	.00	.00	2,300.00	2,300.00	.0
721-6050 COMPUTER EXPENSES	.00	.00	2,000.00	2,000.00	.0
721-6501 SPECIAL PROGRAMS & EVENTS	.00	.00	300.00	300.00	.0
721-6999 OPERATING RESERVE	.00	.00	1,950.00	1,950.00	.0
721-7530 UTILITIES	169.01	169.01	2,000.00	1,830.99	8.5
721-8500 MISC. OPERATING	120.95	120.95	1,500.00	1,379.05	8.1
721-9401 SALARIES - MEDIA	474.95	474.95	4,400.00	3,925.05	10.8
721-9405 SALARIES - OPERATIONAL	9,599.29	9,599.29	44,000.00	34,400.71	21.8
721-9411 SALARIES - UMPIRES & COACHES	315.00	315.00	6,600.00	6,285.00	4.8
721-9590 RETIREMENT CONTRIBUTIONS	462.60	462.60	3,500.00	3,037.40	13.2
721-9610 SOCIAL SECURITY TAX	759.18	759.18	3,500.00	2,740.82	21.7
721-9620 MEDICAL & LIFE INSURANCE	1,928.05	1,928.05	3,000.00	1,071.95	64.3
721-9630 WORKMANS COMP	159.42	159.42	1,200.00	1,040.58	13.3
721-9650 POSTAGE	100.30	100.30	800.00	699.70	12.5
721-9680 OFFICE RENTAL	37.50	37.50	400.00	362.50	9.4
721-9720 INSURANCE	1,000.00	1,000.00	200.00	(800.00)	500.0
721-9740 COPIER EXPENSE	178.66	178.66	2,000.00	1,821.34	8.9
721-9760 MEETING & TRAINING	35.00	35.00	200.00	165.00	17.5
721-9900 OFFICE SUPPLIES	333.64	333.64	200.00	(133.64)	166.8
721-9926 ONLINE PAYMENT FEES	.00	.00	300.00	300.00	.0
TOTAL EXPENDITURES	16,375.56	16,375.56	90,000.00	73,624.44	18.2

CITY OF CRETE
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

RECREATION PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	16,375.56	16,375.56	90,000.00	73,624.44	18.2
NET REVENUE OVER EXPENDITURES	(10,131.38)	(10,131.38)	.00	10,131.38	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

SWIMMING POOL PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
722-4000 GENERAL FUND TRANSFER	5,208.33	5,208.33	62,500.00	57,291.67	8.3
722-4094 SWIM TEAM DONATIONS	.00	.00	700.00	700.00	.0
722-4095 SWIM TEAM INCOME	.00	.00	4,000.00	4,000.00	.0
722-4096 SWIMMING LESSON INCOME	.00	.00	10,000.00	10,000.00	.0
722-4960 SUMMER POOL ADMISSIONS	(.11)	(.11)	50,000.00	50,000.11	.0
722-4962 VENDING MACHINE	.00	.00	5,000.00	5,000.00	.0
TOTAL REVENUES	5,208.22	5,208.22	132,200.00	126,991.78	3.9
TOTAL FUND REVENUE	5,208.22	5,208.22	132,200.00	126,991.78	3.9
 <u>{EXPENDITURES}</u>					
722-5163 HR CONSULTING FEES	.00	.00	800.00	800.00	.0
722-5331 EQUIPMENT	.00	.00	1,200.00	1,200.00	.0
722-5390 PRINTING, PUBLICATIONS, LEGAL	.00	.00	1,000.00	1,000.00	.0
722-5400 DUES & MEMBERSHIPS	.00	.00	50.00	50.00	.0
722-5541 JANITORIAL SUPPLIES	.00	.00	500.00	500.00	.0
722-5585 SWIM TEAM EXPENSE	.00	.00	500.00	500.00	.0
722-5901 REFUNDS	.00	.00	700.00	700.00	.0
722-6049 SOFTWARE & UPGRADES	.00	.00	2,250.00	2,250.00	.0
722-6999 OPERATING RESERVE	.00	.00	3,000.00	3,000.00	.0
722-8500 MISC. OPERATING	73.79	73.79	500.00	426.21	14.8
722-9405 SALARIES - OPERATIONAL	2,015.09	2,015.09	6,500.00	4,484.91	31.0
722-9411 SALARIES - COACHES	.00	.00	4,000.00	4,000.00	.0
722-9414 SALARIES - POOL STAFF	.00	.00	93,000.00	93,000.00	.0
722-9590 RETIREMENT CONTRIBUTIONS	22.95	22.95	500.00	477.05	4.6
722-9610 SOCIAL SECURITY TAX	148.31	148.31	7,000.00	6,851.69	2.1
722-9620 MEDICAL & LIFE INSURANCE	208.41	208.41	3,000.00	2,791.59	7.0
722-9630 WORKMANS COMP	.52	.52	2,300.00	2,299.48	.0
722-9720 INSURANCE	.00	.00	2,100.00	2,100.00	.0
722-9760 MEETING & TRAINING	364.84	364.84	2,000.00	1,635.16	18.2
722-9860 PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
722-9926 ONLINE PAYMENT FEES	.00	.00	1,000.00	1,000.00	.0
TOTAL EXPENDITURES	2,833.91	2,833.91	132,200.00	129,366.09	2.1
TOTAL FUND EXPENDITURES	2,833.91	2,833.91	132,200.00	129,366.09	2.1
NET REVENUE OVER EXPENDITURES	2,374.31	2,374.31	.00	(2,374.31)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

LB840

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
801-4900 TRANSFERS IN	.00	.00	1,750,000.00	1,750,000.00	.0
801-4903 INTEREST INCOME	550.98	550.98	5,000.00	4,449.02	11.0
801-4919 SALES TAX TRANSFER	56,039.84	56,039.84	600,000.00	543,960.16	9.3
TOTAL REVENUES	56,590.82	56,590.82	2,355,000.00	2,298,409.18	2.4
TOTAL FUND REVENUE	56,590.82	56,590.82	2,355,000.00	2,298,409.18	2.4
 <u>{EXPENDITURES}</u>					
801-5400 DUES & MEMBERSHIPS	.00	.00	10,000.00	10,000.00	.0
801-5752 RECRUITMENT	.00	.00	30,000.00	30,000.00	.0
801-5753 PROMOTION/TOURISM	164,850.58	164,850.58	29,000.00	(135,850.58)	568.5
801-5754 INFRASTRUCTURE	.00	.00	1,100,000.00	1,100,000.00	.0
801-5755 DEVELOPMENT	110,022.67	110,022.67	1,100,000.00	989,977.33	10.0
801-6191 TRANSFER-LOAN GUARANTEE	.00	.00	60,000.00	60,000.00	.0
801-9525 ADMINISTRATIVE FEES	560.40	560.40	6,000.00	5,439.60	9.3
801-9760 MEETING & TRAINING	.00	.00	10,000.00	10,000.00	.0
801-9860 PROFESSIONAL SERVICES	.00	.00	10,000.00	10,000.00	.0
TOTAL EXPENDITURES	275,433.65	275,433.65	2,355,000.00	2,079,566.35	11.7
TOTAL FUND EXPENDITURES	275,433.65	275,433.65	2,355,000.00	2,079,566.35	11.7
NET REVENUE OVER EXPENDITURES	(218,842.83)	(218,842.83)	.00	218,842.83	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

TAX INCREMENT FINANCING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
802-4001 PROPERTY TAX	55,752.85	55,752.85	180,000.00	124,247.15	31.0
802-4009 CDA FEES	.00	.00	500.00	500.00	.0
TOTAL REVENUES	55,752.85	55,752.85	180,500.00	124,747.15	30.9
TOTAL FUND REVENUE	55,752.85	55,752.85	180,500.00	124,747.15	30.9
 <u>{EXPENDITURES}</u>					
802-5386 TIF LEGAL EXPENSES	.00	.00	10,000.00	10,000.00	.0
802-9860 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
802-9880 PUBLICATIONS, LEGAL	.00	.00	500.00	500.00	.0
802-9970 TIF PAYMENTS	.00	.00	165,000.00	165,000.00	.0
TOTAL EXPENDITURES	.00	.00	180,500.00	180,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	180,500.00	180,500.00	.0
NET REVENUE OVER EXPENDITURES	55,752.85	55,752.85	.00	(55,752.85)	.0
 <u>{EXPENDITURES}</u>					
810-5210 UTILITIES	176.61	176.61	.00	(176.61)	.0
810-9720 INSURANCE	2,670.38	2,670.38	.00	(2,670.38)	.0
TOTAL EXPENDITURES	2,846.99	2,846.99	.00	(2,846.99)	.0
TOTAL FUND EXPENDITURES	2,846.99	2,846.99	.00	(2,846.99)	.0
NET REVENUE OVER EXPENDITURES	(2,846.99)	(2,846.99)	.00	2,846.99	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CDBG HOUSING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
851-4903 INTEREST INCOME	4.79	4.79	.00	(4.79)	.0
TOTAL REVENUES	4.79	4.79	.00	(4.79)	.0
TOTAL FUND REVENUE	4.79	4.79	.00	(4.79)	.0
NET REVENUE OVER EXPENDITURES	4.79	4.79	.00	(4.79)	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CDBG DTR

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
852-4800	GRANT PROCEEDS	.00	.00	165,000.00	165,000.00	.0
	TOTAL REVENUES	.00	.00	165,000.00	165,000.00	.0
	TOTAL FUND REVENUE	.00	.00	165,000.00	165,000.00	.0
<u>{EXPENDITURES}</u>						
852-6901	BUILDINGS & INFRASTRUCTURE	.00	.00	165,000.00	165,000.00	.0
	TOTAL EXPENDITURES	.00	.00	165,000.00	165,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	165,000.00	165,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF CRETE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

PAYROLL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
951-4903 INTEREST INCOME	13.56	13.56	.00	(13.56)	.0
TOTAL REVENUES	13.56	13.56	.00	(13.56)	.0
TOTAL FUND REVENUE	13.56	13.56	.00	(13.56)	.0
NET REVENUE OVER EXPENDITURES	13.56	13.56	.00	(13.56)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

HEALTH SAVINGS ACCOUNT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>					
952-4903 INTEREST INCOME	.99	.99	.00	(.99)	.0
952-4912 TAX FUNDS	1,140.00	1,140.00	27,000.00	25,860.00	4.2
952-4917 REVENUE FUNDS	860.00	860.00	18,000.00	17,140.00	4.8
TOTAL REVENUES	2,000.99	2,000.99	45,000.00	42,999.01	4.5
TOTAL FUND REVENUE	2,000.99	2,000.99	45,000.00	42,999.01	4.5
 <u>{EXPENDITURES}</u>					
952-5250 DISBURSEMENTS	1,036.65	1,036.65	25,000.00	23,963.35	4.2
952-6200 TRANSFER OUT	.00	.00	16,600.00	16,600.00	.0
952-9525 ADMINISTRATIVE FEES	288.75	288.75	3,400.00	3,111.25	8.5
TOTAL EXPENDITURES	1,325.40	1,325.40	45,000.00	43,674.60	3.0
TOTAL FUND EXPENDITURES	1,325.40	1,325.40	45,000.00	43,674.60	3.0
NET REVENUE OVER EXPENDITURES	675.59	675.59	.00	(675.59)	.0

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2023

CAFETERIA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUES</u>						
953-4903	INTEREST INCOME	.05	.05	.00	(.05)	.0
953-4920	EMPLOYEE CONTRIBUTION	1,406.92	1,406.92	.00	(1,406.92)	.0
	TOTAL REVENUES	1,406.97	1,406.97	.00	(1,406.97)	.0
	TOTAL FUND REVENUE	1,406.97	1,406.97	.00	(1,406.97)	.0
<u>{EXPENDITURES}</u>						
953-5250	DISBURSEMENTS	1,878.67	1,878.67	.00	(1,878.67)	.0
	TOTAL EXPENDITURES	1,878.67	1,878.67	.00	(1,878.67)	.0
	TOTAL FUND EXPENDITURES	1,878.67	1,878.67	.00	(1,878.67)	.0
	NET REVENUE OVER EXPENDITURES	(471.70)	(471.70)	.00	471.70	.0

**City of Crete
Treasurer's Report**

		fy 2023	10/31/2023	Cash	Budget	Year to date	Percent	Budget	Year to date	Percent
		8.33%		Balance	Revenue	Revenue	Revenue	Expense	Expense	Expense
UTILITIES	001-1000 Electric Fund CBT			\$3,392,922.35	\$11,859,820.00	\$925,112.01	8%	\$11,859,820.00	\$959,210.77	8%
	001-1005 Consumer Deposits PINN			\$154,146.33						
	001-1008 NE Class			\$1,009,625.02						
	001-1006 Consumer Deposit CDs PINN			\$348,000.00						
	001-1009 Revenue ACH PINN			\$4,265.14						
	001-1015 Electric CDs CBT WF			\$3,248,314.20						
	002-1000 Water Fund CBT			-\$96,774.64	\$1,062,750.00	\$95,252.21	9%	\$1,062,750.00	\$85,472.58	8%
	002-1015 Water CDs CBT			\$400,000.00						
	003-1000 Sewer Fund CBT			\$1,542,330.62	\$1,720,750.00	\$159,159.60	9%	\$1,720,750.00	\$101,275.03	6%
	003-1002 Sewer USDA Equipment CE			\$164,437.48						
	003-1003 Sewer USDA Reserve CBT			\$175,413.16						
003-1008 NE Class			\$1,009,625.02							
AIRPORT	050-1010 Airport Purposes PINN			\$216,722.04	\$266,900.00	\$5,270.36	2%	\$265,900.00	\$26,665.47	10%
GENERAL	101-1000 General Fund PINN			\$873,661.88	\$4,262,230.00	\$250,082.37	6%	\$4,262,230.00	\$288,018.77	7%
	101-1042 Brick Fund PINN			\$624.01						
	102-1015 City Sales Tax PINN			\$111,564.00	\$2,300,000.00	\$224,181.85	10%	\$2,300,000.00	\$224,159.35	10%
	103-1000 Keno Fund PINN			\$49,629.81	\$120,000.00	\$10,837.94	9%	\$120,000.00	\$10,428.00	9%
	103-1007 Keno Prize Reserve			\$0.00						
	103-1015 Keno Savings PINN			\$43,249.09						
	150-1000 General Obligation Bonds PI			\$339,662.75	\$596,650.00	\$54,352.00	9%	\$596,650.00	\$34,151.00	6%
	150-1015 LB357 Bond Savings (UBT)			\$136,600.42						
	171-1000 Insurance Contingency PINN			\$103,980.11	\$100,000.00	\$0.00	0%	\$100,000.00	\$3,580.00	4%
173-1000 Capital Reserve Checking P			\$1,012,498.13	\$180,950.00	\$2,592.94	1%	\$180,950.00	\$2,450.00	1%	
173-1043 Capital Reserve Savings PINN			\$253,151.90							
POLICE	201-1000 Police Department PINN			\$593,684.84	\$1,912,844.00	\$152,249.00	8%	\$1,912,844.00	\$216,962.33	11%
	202-1000 Communications Center PINN			\$155,936.40	\$341,500.00	\$28,859.72	8%	\$341,500.00	\$74,235.18	22%
	203-1000 Community Service PINN			\$136,290.60	\$81,050.00	\$6,440.62	8%	\$81,050.00	\$8,623.14	11%
	204-1000 Stop Fund PINN			\$2,360.28	\$2,585.28	\$0.00	0%	\$2,585.28	\$0.00	0%
	205-1000 K9 Fund PINN			\$5,529.18	\$6,475.00	\$289.58	4%	\$6,475.00	\$189.58	3%

**City of Crete
Treasurer's Report**

	fy 2023	10/31/2023	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
	8.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
FIRE & RESCUE	301-1000 Fire Dept. Operations PINN		\$50,747.30		\$156,800.00	\$10,566.67	7%		\$156,300.00	\$33,028.33	21%
	302-1000 Rescue PINN		-\$41,947.36		\$400,000.00	\$16,847.78	4%		\$400,000.00	\$43,059.20	11%
	303-1000 Fire Equipment PINN		\$40,756.53		\$105,000.00	\$2,500.00	2%		\$105,000.00	\$240.00	0%
	304-1000 Fire Equipment II PINN		-\$17,243.15		\$3,170,000.00	\$4,955.62	0%		\$3,170,000.00	\$59,500.00	2%
	304-1043 Fire Equipment II Savings PI		\$152,672.23								
	304-1014 Fire Equipment II Invest NP/		\$53,091.38								
	304-1015 Fire Equipment II CDs PINN		\$50,000.00								
STREETS	401-1000 Street & Grade PINN		\$1,264,911.03		\$1,137,800.00	\$104,002.64	9%		\$1,137,800.00	\$99,712.31	9%
	401-1015 Street & Grade PINN		\$236,000.00								
PUBLIC WORKS	501-1000 City Hall PINN		\$64,626.79		\$57,150.00	\$4,762.50	8%		\$57,150.00	\$14,166.10	25%
	502-1000 Community Center PINN		\$36,678.75		\$162,350.00	\$1,132.50	1%		\$162,350.00	\$16,629.28	10%
	503-1000 Community Room/Shelter PI		\$33,944.07		\$28,800.00	\$2,761.67	10%		\$27,800.00	\$8,447.11	30%
	511-1000 Transfer Station PINN		\$110,361.20		\$37,500.00	\$7,023.00	19%		\$37,500.00	\$3,525.46	9%
	512-1000 Landfill Reserve PINN		\$293,874.24		\$16,100.00	\$1,341.67	8%		\$16,100.00	\$0.00	0%
	521-1000 Parks Maintenance PINN		\$179,981.51		\$289,500.00	\$25,273.33	9%		\$289,500.00	\$33,126.81	11%
	522-1000 Swimming Pool Maintenance		\$154,637.90		\$49,800.00	\$4,150.00	8%		\$49,800.00	\$8,017.74	16%
	531-1000 Capitol Outlay PINN		\$163,673.30		\$300,505.00	\$25,231.67	8%		\$300,505.00	\$30,009.89	10%
	531-1015 Capitol Outlay CDs PINN		\$90,000.00								
	532-1000 Capitol Improvements PINN		-\$845,500.62		\$3,081,950.00	\$3,820.40	0%		\$3,081,950.00	\$352,514.61	11%
	532-1043 Capitol Improvements BANs		\$93,664.01								
	551-1000 FEMA Disaster PINN		\$44.97		\$0.00	\$0.00	0%		\$0.00	\$0.00	0%
561-1000 ARPA PINN		\$271,597.04		\$0.00	\$0.00	0%		\$0.00	\$0.00	0%	
CEMETERY	601-1000 Cemetery Maintenance PINN		\$60,707.30		\$93,650.00	\$6,807.95	7%		\$93,650.00	\$12,005.62	13%
	601-1010 Kunc Memorial Fund CBT		\$5,197.32								
	601-1014 Maintenance Perpetual CD (\$22,000.00								
	601-1015 Maintenance CDs CBT		\$10,000.00								
	602-1000 Cemetery Perpetual Care PI		\$21,818.27		\$3,000.00	\$175.34	6%		\$3,000.00	\$0.00	0%
	602-1010 Moser/Chrastil Memorial Fund CBT		\$1,245.90								
	602-1015 Perpetual Care CDs PINN		\$107,000.00								

**City of Crete
Treasurer's Report**

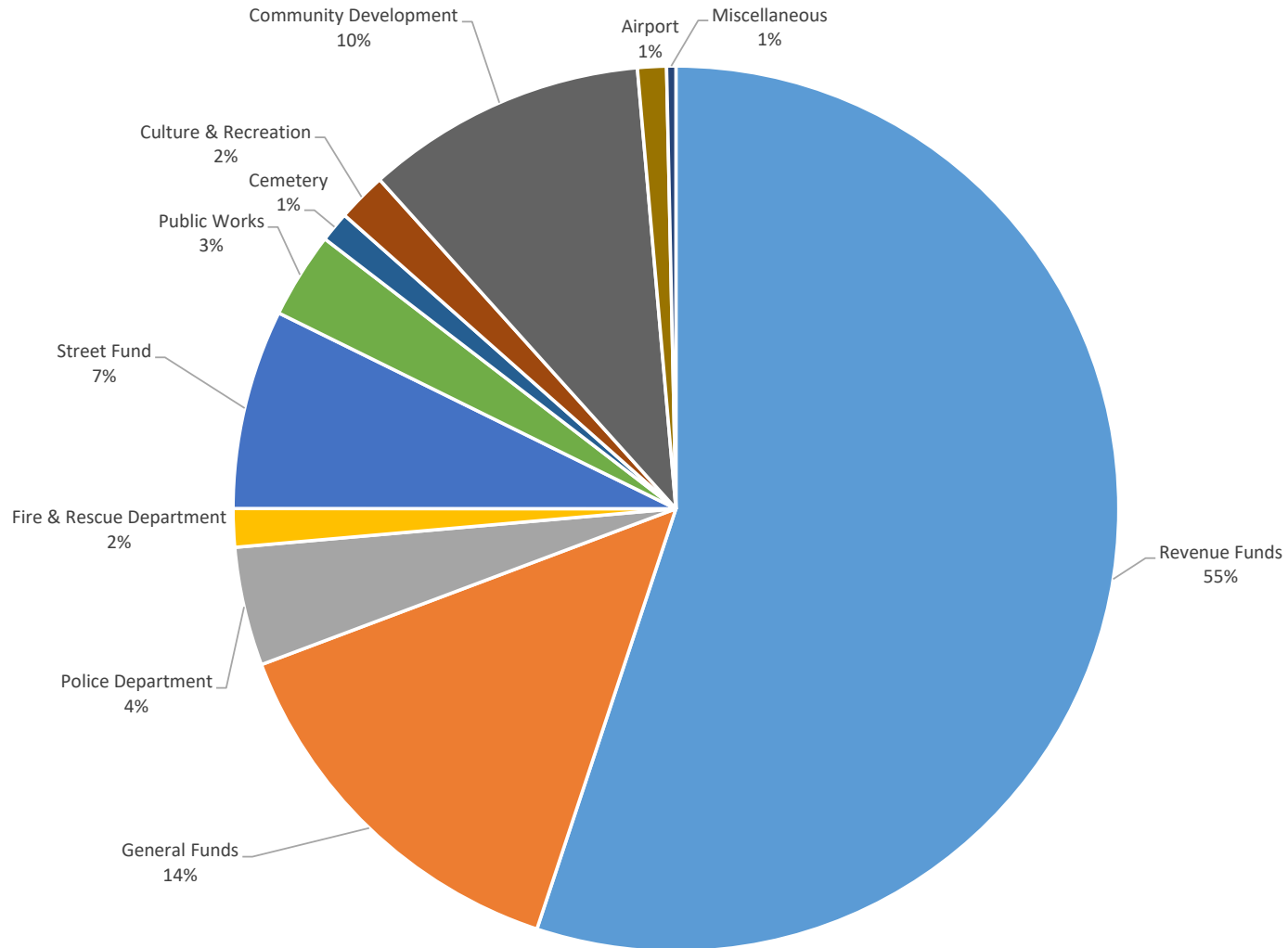
	fy 2023	10/31/2023	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
	8.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
CULTURE & RECREATION	701-1000 Library Operations PINN		\$114,923.91		\$619,800.00	\$51,519.76	8%		\$619,800.00	\$78,072.17	13%
	702-1000 Library Reserve PINN		\$14,605.34		\$16,200.00	\$0.00	0%		\$16,200.00	\$404.34	2%
	702-1014 Daughterty Library Reserve CDs PII		\$0.00								
	702-1015 Library Reserve CDs PINN		\$0.00								
	721-1000 Recreation Programs PINN		\$190,571.20		\$90,000.00	\$6,244.18	7%		\$90,000.00	\$16,375.56	18%
	722-1000 Swimming Pool Programs P		\$50,551.81		\$132,200.00	\$5,208.22	4%		\$132,200.00	\$2,833.91	2%
COMMUNITY DEVELOPMENT	801-1000 Economic Development PIN		\$4,995.67		\$2,355,000.00	\$56,590.82	2%		\$2,355,000.00	\$275,433.65	12%
	801-1014 ED Loan Guarantee Fund PI		\$514,524.65								
	801-1043 LB840 Savings PINN		\$1,436,709.43								
	802-1000 Tax Increment Financing PI		\$262,371.31		\$180,500.00	\$55,752.85	31%		\$180,500.00	\$0.00	0%
	810-1000 CCCFF Theater PINN		-\$135,194.60		\$0.00	\$0.00	#DIV/0!		\$0.00	\$2,846.99	#DIV/0!
	851-1000 CDBG Housing PINN		-\$3,175.22		\$0.00	\$4.79	#DIV/0!		\$0.00	\$0.00	0%
	851-1043 Housing Savings PINN		\$37,593.64								
	852-1000 CDBG DTR PINN		-\$574.02		\$165,000.00	\$0.00	0%		\$165,000.00	\$0.00	0%
853-1000 CDBG Streets PINN		\$0.00		\$0.00	\$0.00	0%		\$0.00	\$0.00	0%	
MISC.	951-1000 Payroll PINN		\$61,130.00								
	952-1010 Health Insurance CBT		\$7,304.55		\$45,000.00	\$2,000.99	0%		\$45,000.00	\$1,325.40	0%
	953-1010 Cafeteria Fund CBT		\$1,271.26								
	Totals		\$20,609,598.96		\$37,508,109.28	\$2,313,354.55	6%		\$37,505,609.28	\$3,126,695.68	8%

**City of Crete
Treasurer's Report**

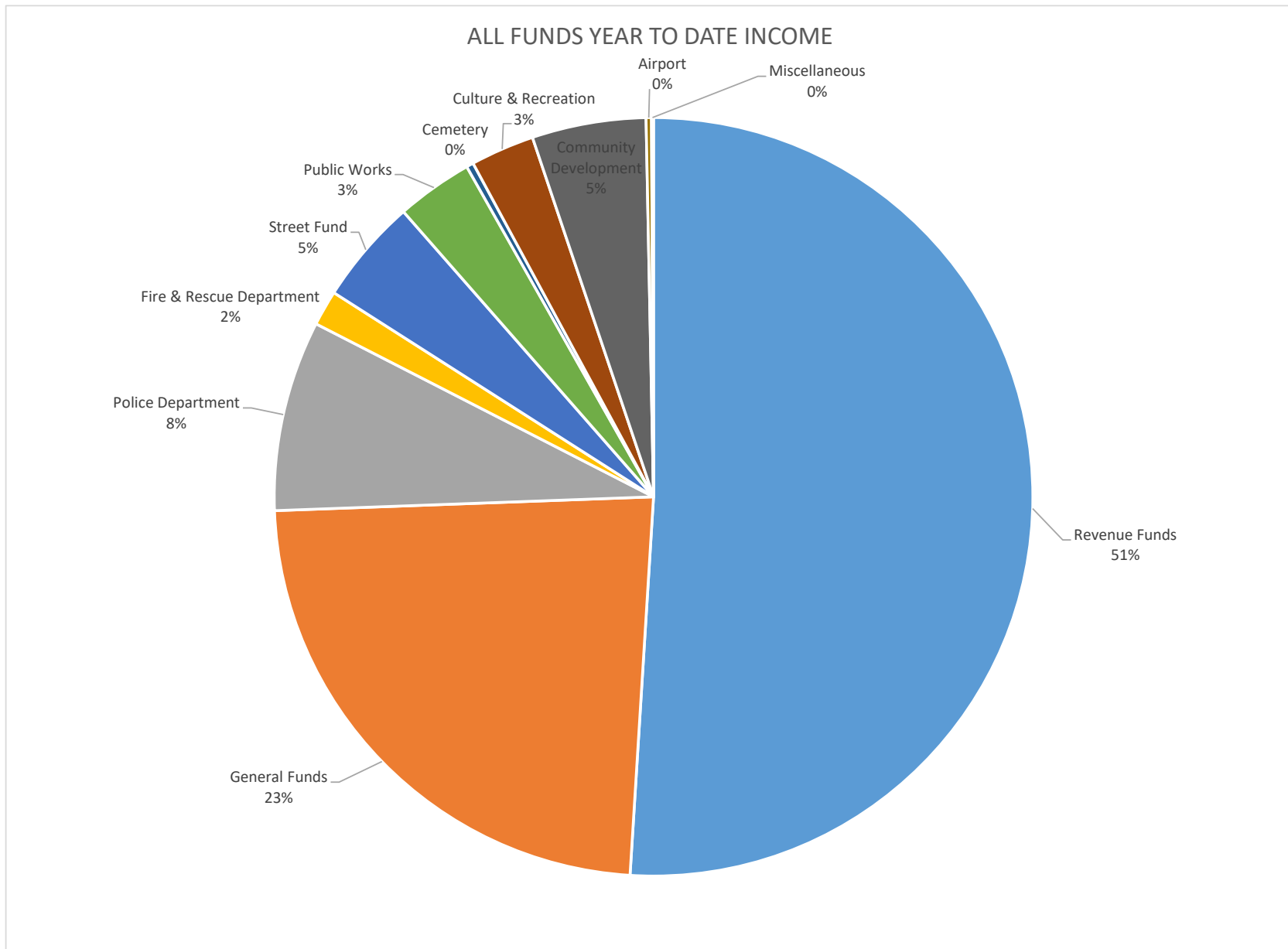
fy 2023	10/31/2023	Cash		Budget	Year to date	Percent		Budget	Year to date	Percent
8.33%	Fund	Balance		Revenue	Revenue	Revenue		Expense	Expense	Expense
	Revenue Funds	\$11,352,304.68		\$14,643,320.00	\$1,179,523.82	8%		\$14,643,320.00	\$1,145,958.38	8%
	General Funds	\$2,924,622.10		\$7,559,830.00	\$542,047.10	7%		\$7,559,830.00	\$562,787.12	7%
	Police Department	\$893,801.30		\$2,344,454.28	\$187,838.92	7%		\$2,344,454.28	\$300,010.23	18%
	Fire & Rescue Department	\$288,076.93		\$3,831,800.00	\$34,870.07	1%		\$3,831,300.00	\$135,827.53	4%
	Street Fund	\$1,500,911.03		\$1,137,800.00	\$104,002.64	9%		\$1,137,800.00	\$99,712.31	9%
	Public Works	\$647,583.16		\$4,023,655.00	\$75,496.74	2%		\$4,022,655.00	\$466,437.00	12%
	Cemetery	\$227,968.79		\$96,650.00	\$6,983.29	7%		\$96,650.00	\$12,005.62	12%
	Culture & Recreation	\$370,652.26		\$858,200.00	\$62,972.16	7%		\$858,200.00	\$97,685.98	11%
	Community Development	\$2,117,250.86		\$2,700,500.00	\$112,348.46	4%		\$2,700,500.00	\$278,280.64	10%
	Airport	\$216,722.04		\$266,900.00	\$5,270.36	2%		\$265,900.00	\$26,665.47	10%
	Miscellaneous	\$69,705.81		\$45,000.00	\$2,000.99	0%		\$45,000.00	\$1,325.40	0%
	Total All Funds	\$20,609,598.96		\$37,508,109.28	\$2,313,354.55	6%		\$37,505,609.28	\$3,126,695.68	8%
				DEBT	Principal	Interest		Total		Annual
				General Obligation	\$2,475,000.00	\$136,413.75		\$2,611,413.75		\$319,905.00
				Other Tax Funds	\$4,305,000.00	\$1,377,360.01		\$5,682,360.01		\$83,500.00
				Revenue Funds	\$8,932,267.00	\$948,694.67		\$9,880,961.67		\$223,500.00
				Total	\$15,712,267.00	\$2,462,468.43		\$18,174,735.43		\$626,905.00

City of Crete
Treasurer's Report

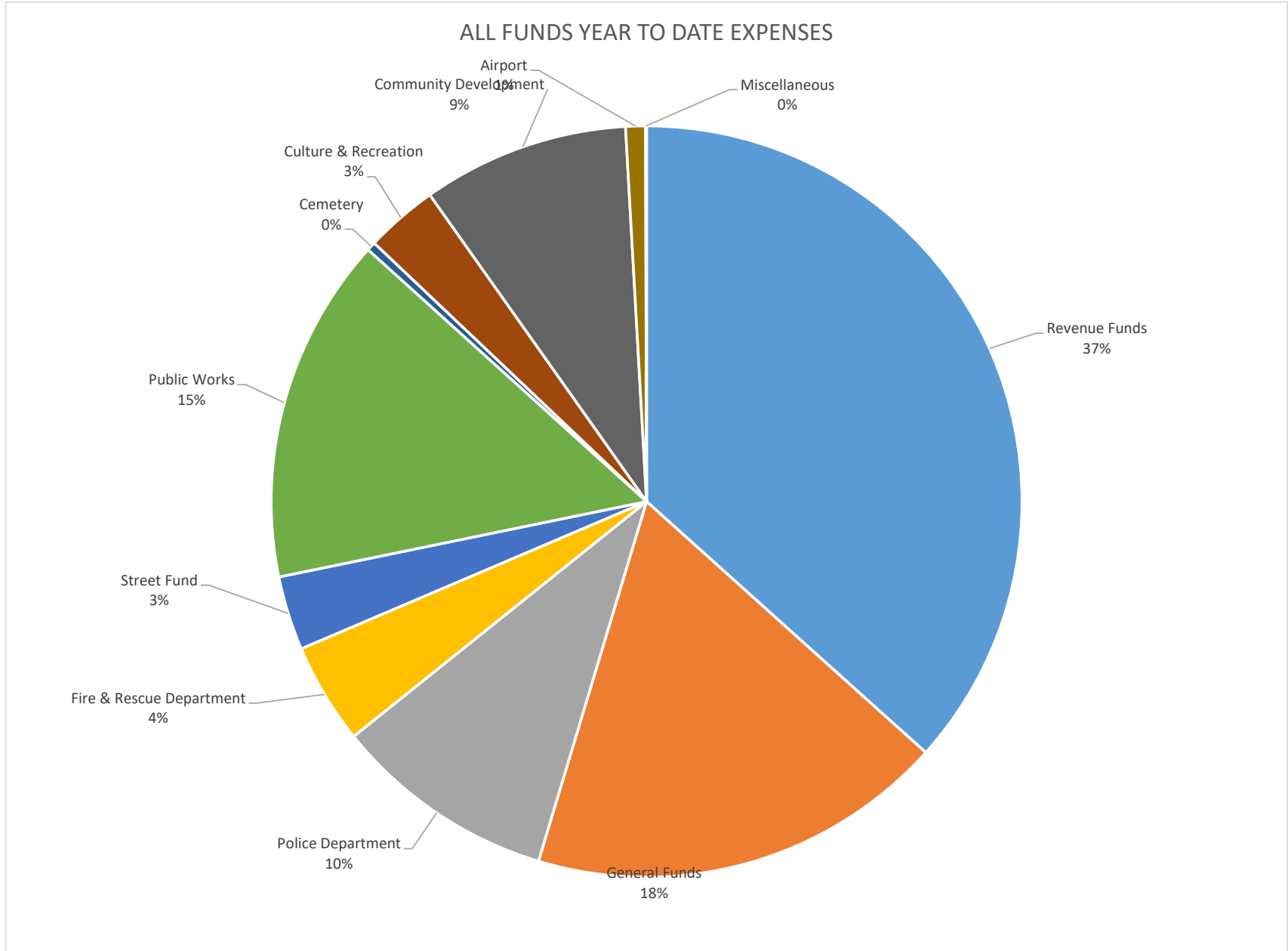
ALL FUNDS CASH



City of Crete
Treasurer's Report

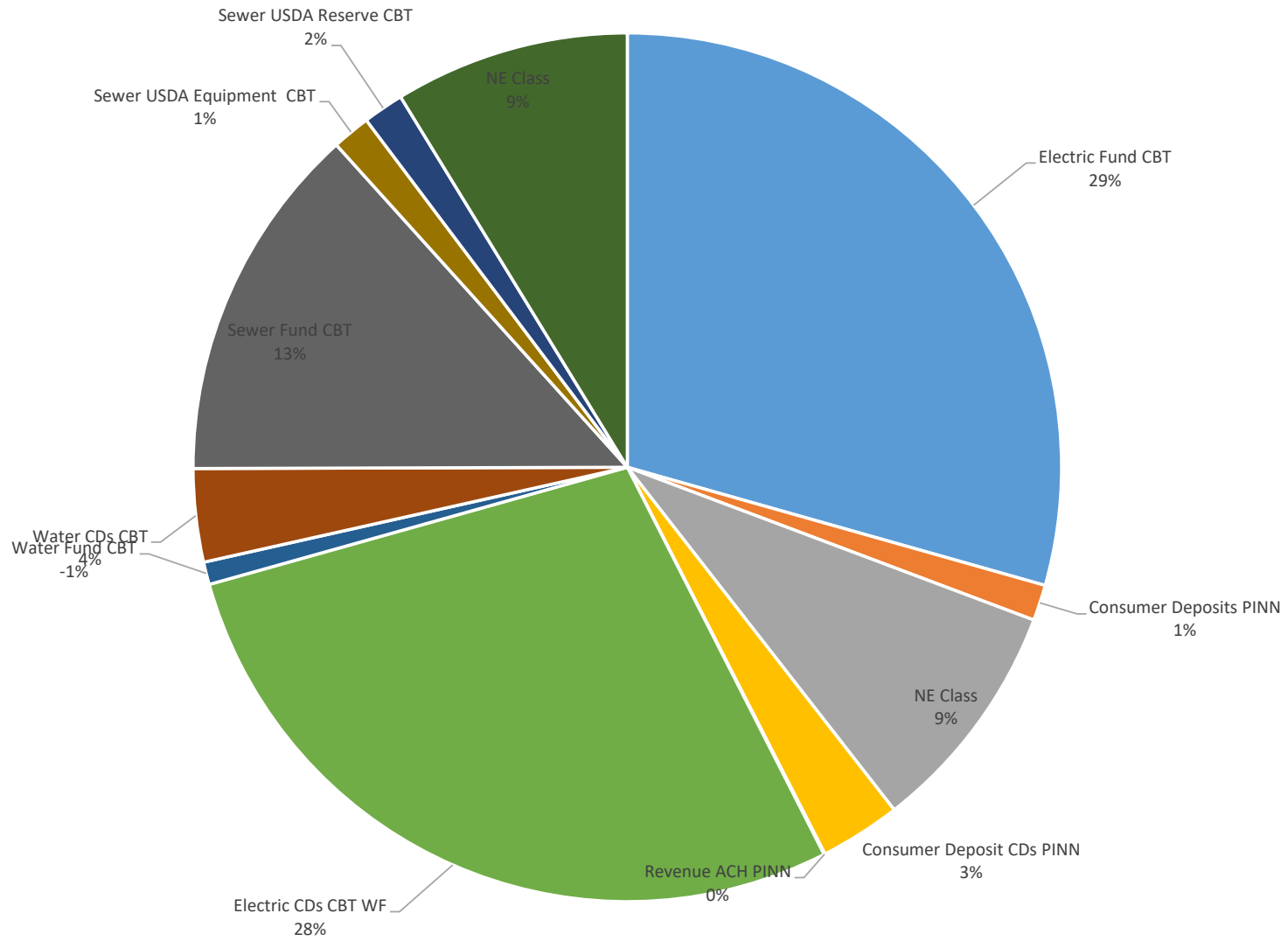


City of Crete
Treasurer's Report



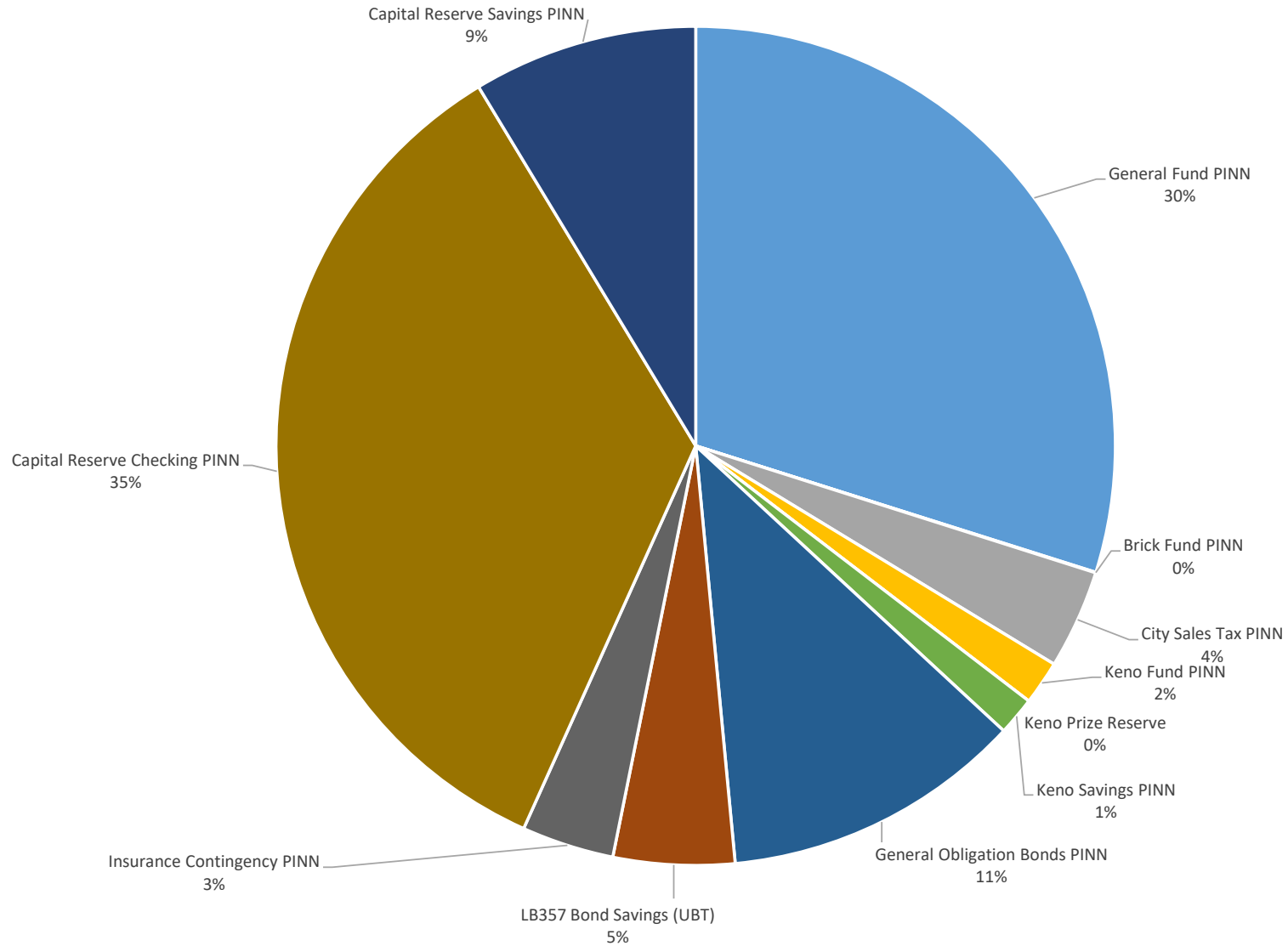
City of Crete
Treasurer's Report

UTILITY FUNDS CASH

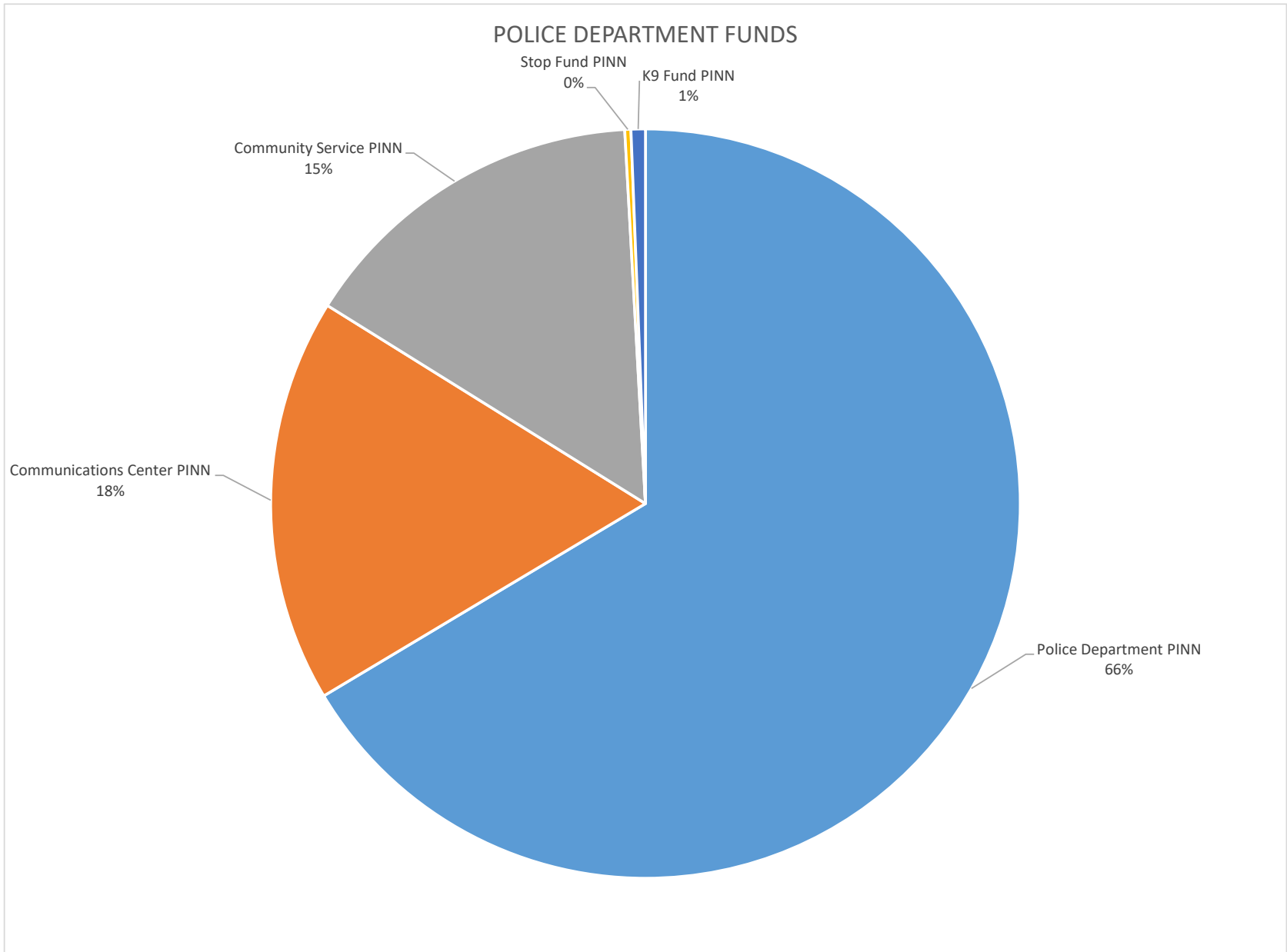


City of Crete
Treasurer's Report

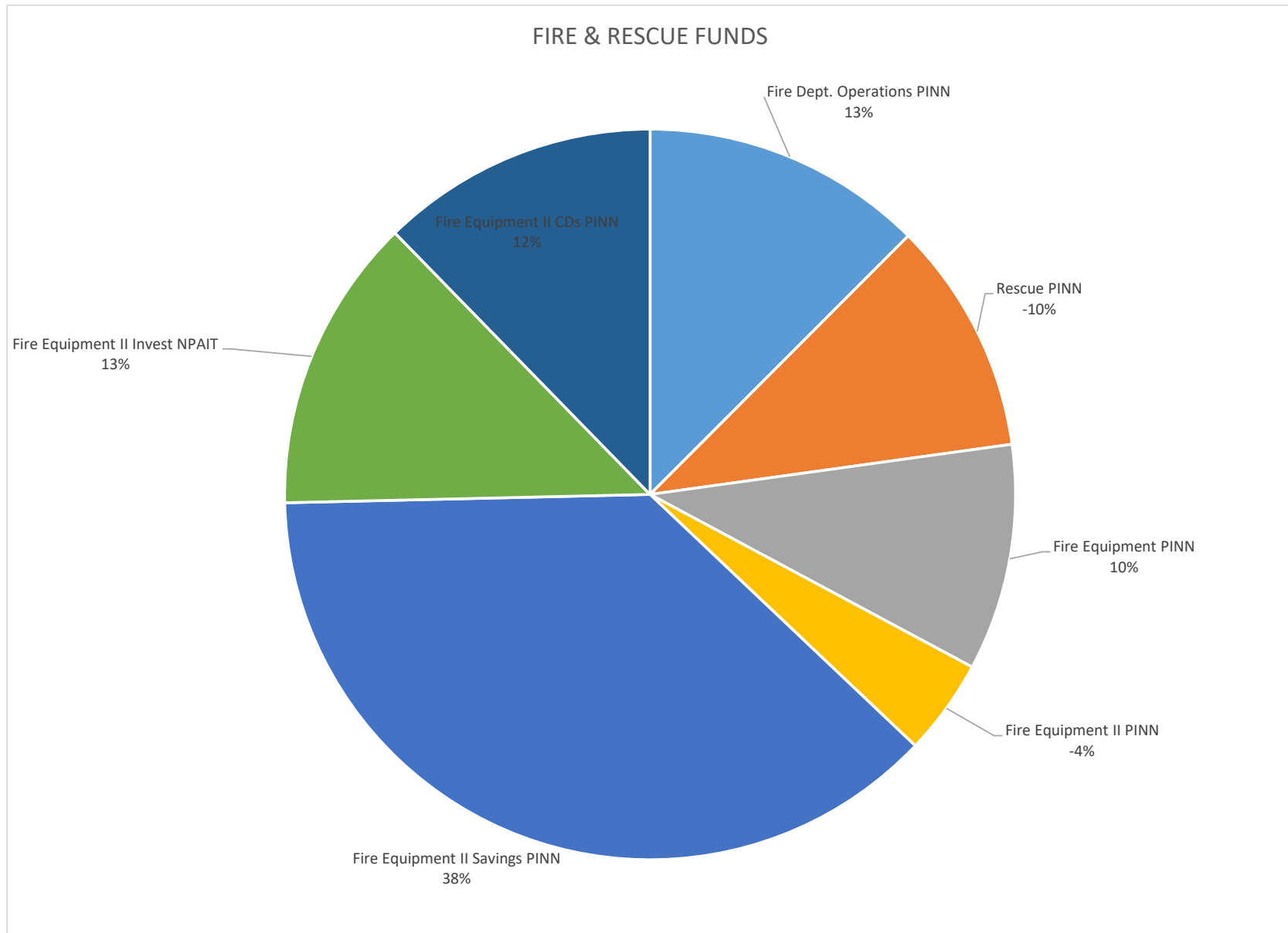
GENERAL FUND CASH



City of Crete
Treasurer's Report

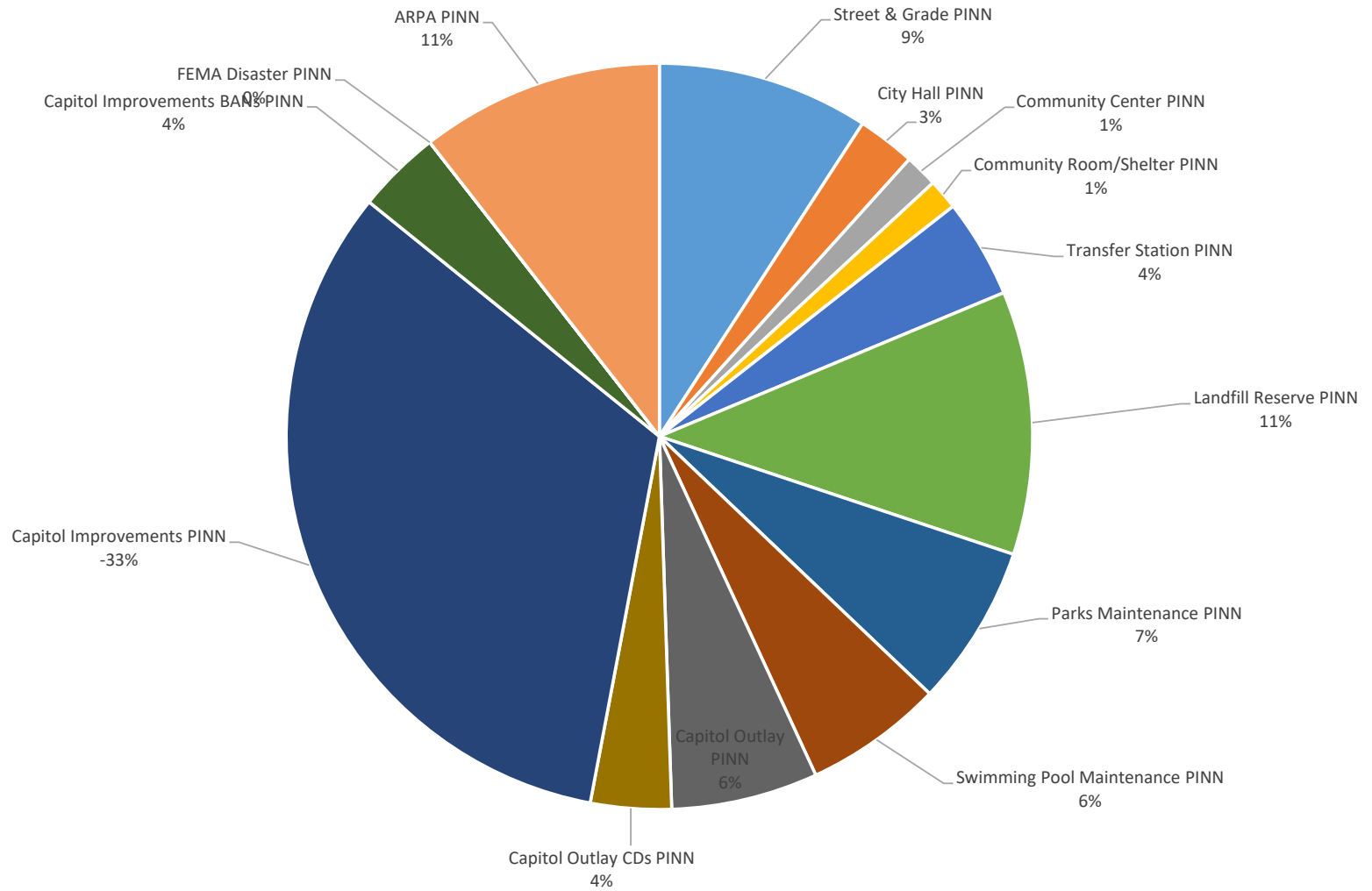


City of Crete
Treasurer's Report



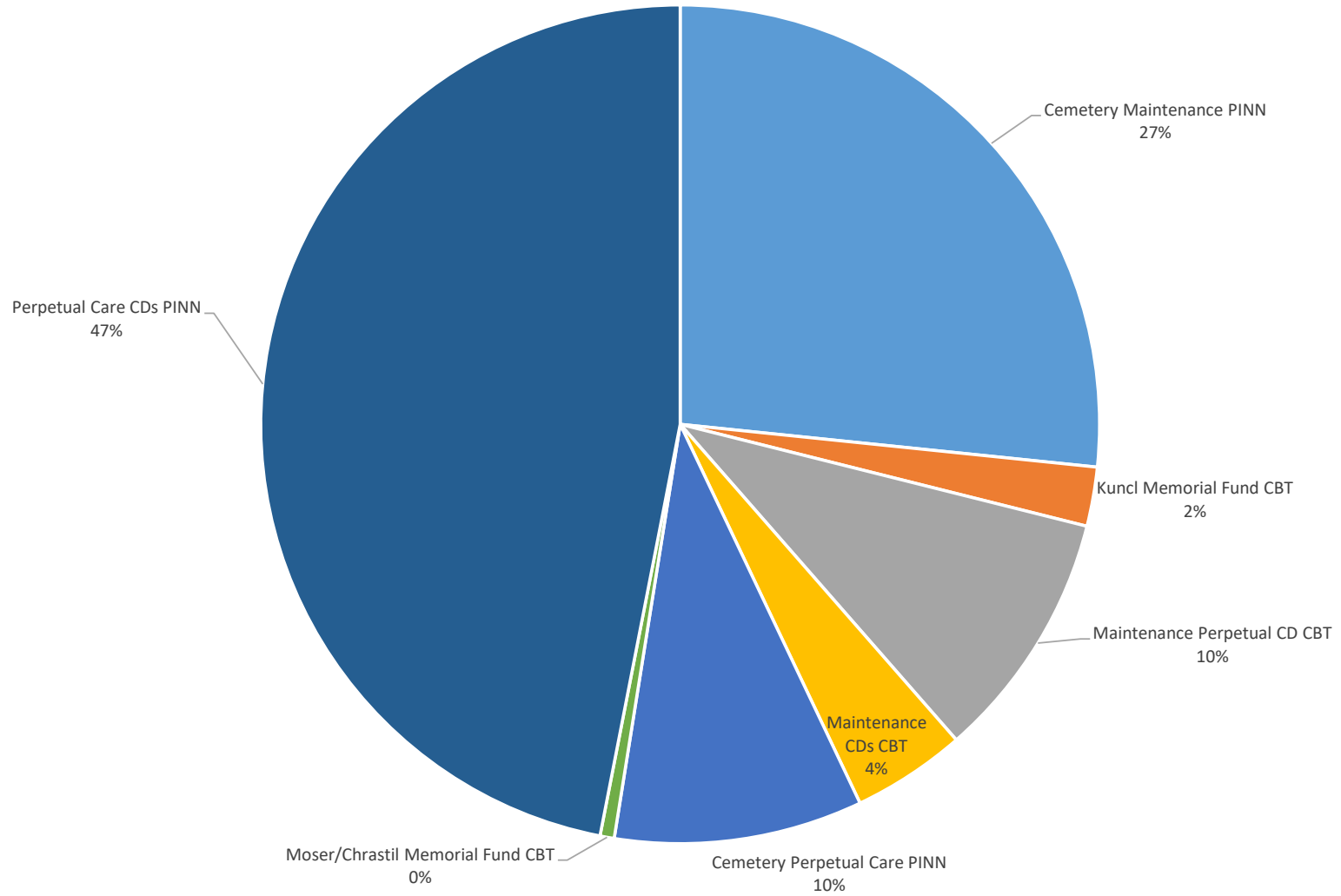
City of Crete
Treasurer's Report

PUBLIC WORKS FUNDS



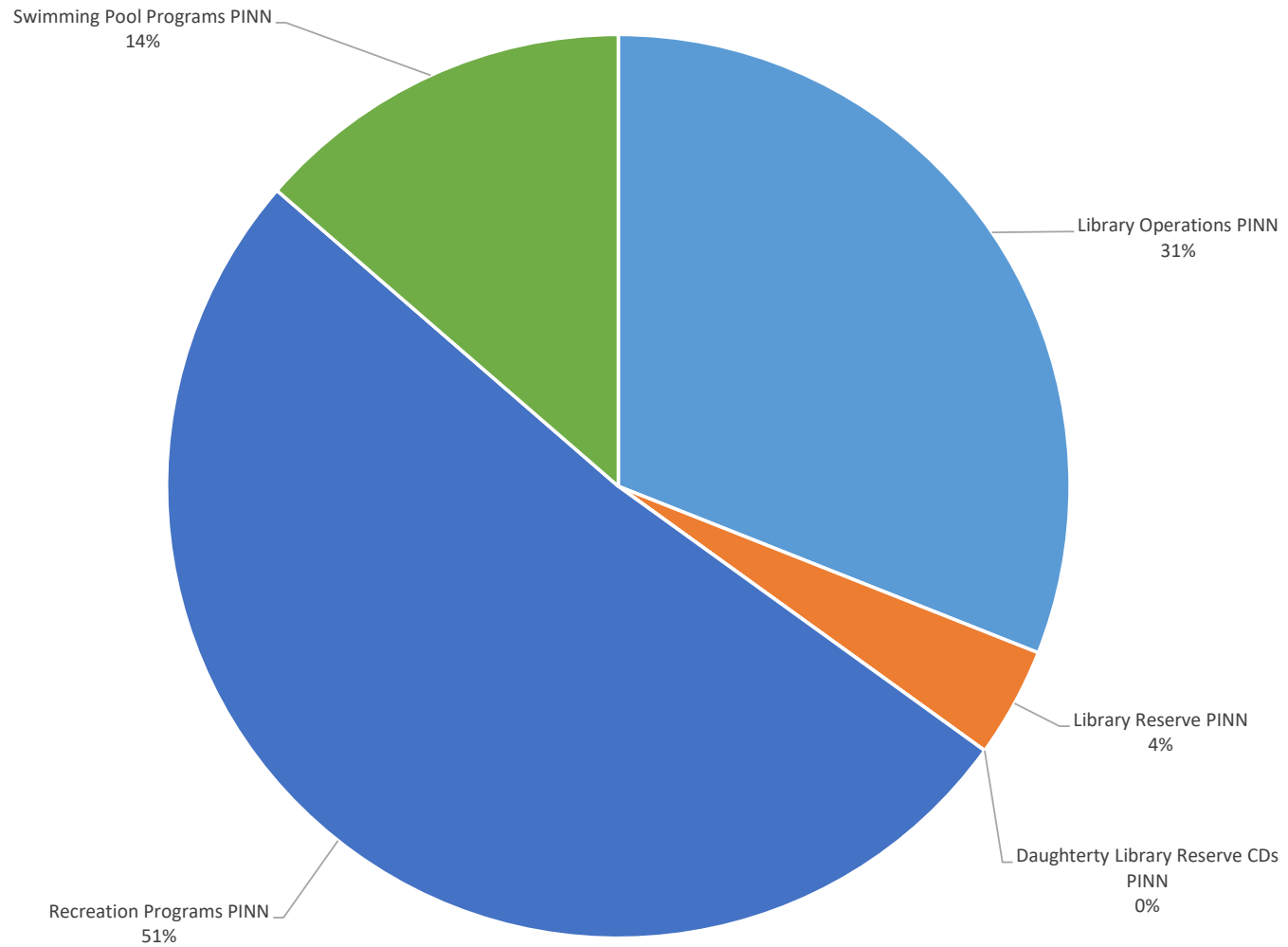
City of Crete
Treasurer's Report

CEMETERY FUNDS

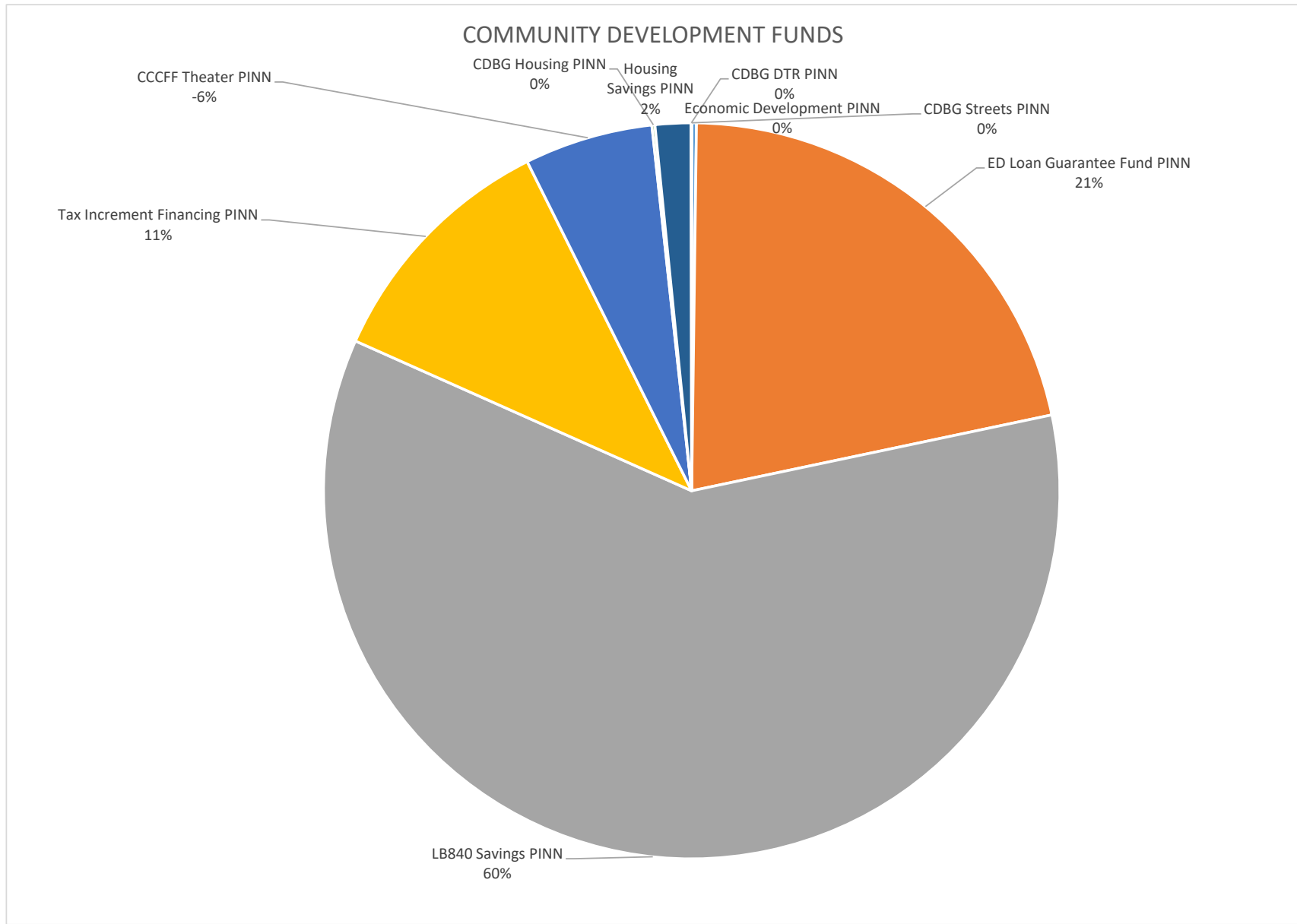


City of Crete
Treasurer's Report

CULTURAL AND RECREATION FUNDS

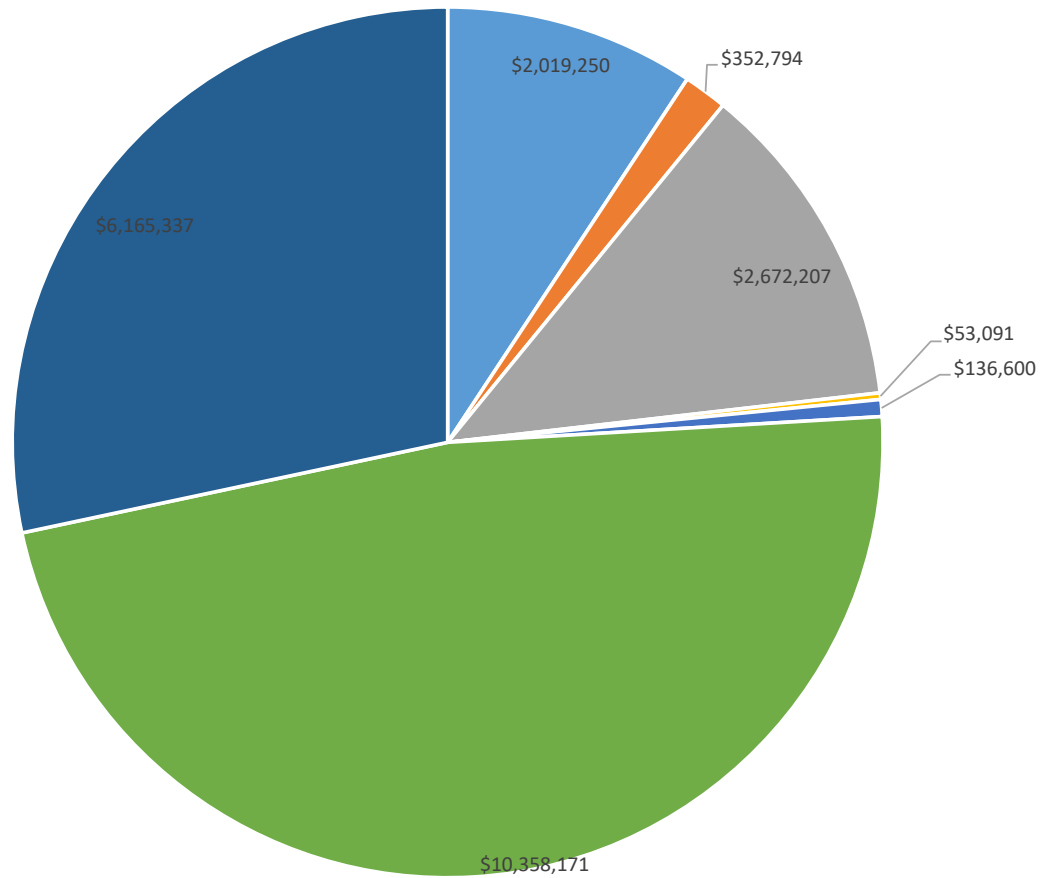


City of Crete
Treasurer's Report



**City of Crete
Treasurer's Report**

Financial Institution Distribution



■ Nebraska Class 9.28% ■ XBP Utah 1.62% ■ WELLS FARGO Lincoln 12.28% ■ NPAIT 0.26% ■ UBT Crete 0.63% ■ PINNACLE Crete 47.61% ■ CITY BANK Crete 28.34%

LOCAL	76.57%
NON-LOCAL	23.44%

Report Criteria:

Vendor: Vendor number = 0-1059,1061-99999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/04/2023	53.90		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/05/2023	245.47		00/00	701-5691
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	11/05/2023	342.00		00/00	531-6477
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	11/07/2023	39.34		00/00	701-9900
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	11/08/2023	14.77		00/00	701-9900
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	11/08/2023	8.93		00/00	701-5693
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/08/2023	161.56		00/00	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	11/08/2023	111.53		00/00	701-6210
AMAZON BUSINESS	1	Invoice	IPHONE COVER/CASE	11/08/2023	19.08		00/00	001-8500
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/08/2023	28.48		00/00	701-5691
AMAZON BUSINESS	1	Invoice	UNI USB C TO HDMI ADA	11/09/2023	19.18		00/00	101-6050
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/10/2023	17.56		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/11/2023	18.42		00/00	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	11/12/2023	23.37		00/00	701-6210
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/16/2023	11.49		00/00	701-5691
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	11/17/2023	165.30		00/00	531-6477
AMAZON BUSINESS	1	Invoice	PRIME MEMBERSHIP	11/18/2023	49.99		00/00	101-9820
AMAZON BUSINESS	2	Invoice	PRIME MEMBERSHIP	11/18/2023	49.99		00/00	401-9820
AMAZON BUSINESS	3	Invoice	PRIME MEMBERSHIP	11/18/2023	299.05		00/00	701-9820
AMAZON BUSINESS	4	Invoice	PRIME MEMBERSHIP	11/18/2023	49.99		00/00	001-9820
AMAZON BUSINESS	5	Invoice	PRIME MEMBERSHIP	11/18/2023	24.99		00/00	002-9820
AMAZON BUSINESS	6	Invoice	PRIME MEMBERSHIP	11/18/2023	24.99		00/00	003-9820
AMAZON BUSINESS	1	Invoice	AILUN GLASS SCREEN P	11/19/2023	5.96		00/00	521-6020
Total AMAZON BUSINESS (6116):					1,785.34			
ANDERSON, SAVANNAH (6399)								
ANDERSON, SAVANNAH	1	Invoice	MEETING/TRAINING	11/09/2023	39.30		00/00	101-9760
Total ANDERSON, SAVANNAH (6399):					39.30			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	CS 8440 POLYMER	11/06/2023	5,088.00	1510	00/00	003-7031
AQUA-CHEM INC	2	Invoice	FUEL SURCHARGE	11/06/2023	30.00		00/00	003-7031
AQUA-CHEM INC	1	Invoice	UN1791, HYPOCHLORITE	11/07/2023	427.64	1516	00/00	002-7041
AQUA-CHEM INC	2	Invoice	UN1490, POTASSIUM PE	11/07/2023	231.13	1516	00/00	002-7041
AQUA-CHEM INC	3	Invoice	FUEL SURCHARGE	11/07/2023	32.24	1516	00/00	002-7041

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total AQUA-CHEM INC (260):					5,809.01			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	11/06/2023	219.19		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	11/06/2023	114.01		00/00	701-5691
Total BAKER & TAYLOR (370):					333.20			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	2-3" SEITZ CLEAN ROCK	11/01/2023	83.16		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	2-3" SEITZ CLEAN ROCK	11/01/2023	86.04		00/00	401-5980
BEATRICE CONCRETE CO	2	Invoice	1-1/2 SCRN WEEPING W	11/01/2023	410.28		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	11/07/2023	214.79		00/00	511-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	11/07/2023	453.99		00/00	511-5980
BEATRICE CONCRETE CO	1	Invoice	2-3" SEITZ CLEAN ROCK	11/09/2023	25.92		00/00	521-5332
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	11/09/2023	164.19		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	11/08/2023	175.15		00/00	601-5330
BEATRICE CONCRETE CO	1	Invoice	SALT/SAND MIXTURE	11/09/2023	779.03		00/00	401-5590
Total BEATRICE CONCRETE CO (440):					2,392.55			
BIZCO TECHNOLOGIES (6233)								
BIZCO TECHNOLOGIES	1	Invoice	LAPTOP-POLICE SUV	09/22/2023	2,510.88		00/00	531-6477
Total BIZCO TECHNOLOGIES (6233):					2,510.88			
BLACKSTRAP INC (6397)								
BLACKSTRAP INC	1	Invoice	ROAD SALT	11/06/2023	1,811.25		00/00	401-5590
Total BLACKSTRAP INC (6397):					1,811.25			
BOUND TREE MEDICAL LLC (5598)								
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	11/03/2023	75.52		00/00	302-5341
Total BOUND TREE MEDICAL LLC (5598):					75.52			
CAPITAL BUSINESS SYSTEMS INC (705)								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	11/01/2023	218.10		00/00	101-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	11/01/2023	92.28		00/00	201-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	11/01/2023	22.20		00/00	401-9740

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	11/01/2023	61.41		00/00	701-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	11/01/2023	6.00		00/00	721-9740
CAPITAL BUSINESS SYSTEMS INC	6	Invoice	SERVICE CONTRACT	11/01/2023	22.21		00/00	001-9740
CAPITAL BUSINESS SYSTEMS INC	7	Invoice	SERVICE CONTRACT	11/01/2023	22.21		00/00	002-9740
CAPITAL BUSINESS SYSTEMS INC	8	Invoice	SERVICE CONTRACT	11/01/2023	22.21		00/00	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					466.62			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	VEC STEREO CONF MIC	11/08/2023	38.95		00/00	101-8500
Total CDW GOVERNMENT INC (750):					38.95			
CENTER POINT LARGE PRINT (765)								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	11/02/2023	142.02		00/00	701-5691
Total CENTER POINT LARGE PRINT (765):					142.02			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	POLICE	11/01/2023	2,088.18		00/00	201-5800
CITY REVENUE FUND	2	Invoice	POLICE	11/01/2023	181.37		00/00	203-5800
CITY REVENUE FUND	3	Invoice	STREET	11/01/2023	1,109.50		00/00	401-5800
CITY REVENUE FUND	4	Invoice	FIRE	11/01/2023	157.04		00/00	301-5800
CITY REVENUE FUND	5	Invoice	CEMETERY	11/01/2023	142.17		00/00	601-5800
CITY REVENUE FUND	6	Invoice	PARK&REC	11/01/2023	348.10		00/00	521-5800
CITY REVENUE FUND	7	Invoice	AIRPORT	11/01/2023	138.72		00/00	050-5800
CITY REVENUE FUND	1	Invoice	SALES TAX	11/16/2023	.68		00/00	101-4904
CITY REVENUE FUND	2	Invoice	SALES TAX	11/16/2023	9.94		00/00	401-4911
CITY REVENUE FUND	3	Invoice	SALES TAX	11/16/2023	19.53		00/00	201-4074
CITY REVENUE FUND	4	Invoice	SALES TAX	11/16/2023	24.17		00/00	701-4074
CITY REVENUE FUND	1	Invoice	SALES TAX	11/16/2023	38.23		00/00	050-4107
CITY REVENUE FUND	2	Invoice	SALES TAX	11/16/2023	12.05		00/00	050-4215
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	11/21/2023	728.08		00/00	001-3500
Total CITY REVENUE FUND (860):					4,997.76			
CLIA LABORATORY PROGRAM (890)								
CLIA LABORATORY PROGRAM	1	Invoice	4/18/2022-4/17/2024 CERT	10/24/2023	180.00		00/00	302-8500
Total CLIA LABORATORY PROGRAM (890):					180.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CLINE WILLIAMS LLP (895)								
CLINE WILLIAMS LLP	1	Invoice	EMPLOYEE BENEFITS C	11/08/2023	71.51		00/00	101-5163
CLINE WILLIAMS LLP	2	Invoice	EMPLOYEE BENEFITS C	11/08/2023	232.28		00/00	201-5163
CLINE WILLIAMS LLP	3	Invoice	EMPLOYEE BENEFITS C	11/08/2023	107.21		00/00	401-5163
CLINE WILLIAMS LLP	4	Invoice	EMPLOYEE BENEFITS C	11/08/2023	17.85		00/00	601-5163
CLINE WILLIAMS LLP	5	Invoice	EMPLOYEE BENEFITS C	11/08/2023	71.51		00/00	701-5163
CLINE WILLIAMS LLP	6	Invoice	EMPLOYEE BENEFITS C	11/08/2023	35.71		00/00	521-5163
CLINE WILLIAMS LLP	7	Invoice	EMPLOYEE BENEFITS C	11/08/2023	35.71		00/00	721-5163
CLINE WILLIAMS LLP	8	Invoice	EMPLOYEE BENEFITS C	11/08/2023	160.86		00/00	001-9623
CLINE WILLIAMS LLP	9	Invoice	EMPLOYEE BENEFITS C	11/08/2023	160.86		00/00	002-9623
CLINE WILLIAMS LLP	10	Invoice	EMPLOYEE BENEFITS C	11/08/2023	71.50		00/00	003-9623
CLINE WILLIAMS LLP	1	Invoice	NUISANCE PROPERTIES	11/10/2023	57.00		00/00	101-5473
Total CLINE WILLIAMS LLP (895):					1,022.00			
CLINT HOFMEISTER (6406)								
CLINT HOFMEISTER	1	Invoice	CONSUMER DEPOSIT RE	11/21/2023	94.53		00/00	001-3500
Total CLINT HOFMEISTER (6406):					94.53			
CONSTRUCTORS INC (965)								
CONSTRUCTORS INC	1	Invoice	PRJ #23-015 2022 STREE	11/09/2023	555,127.28		00/00	532-6381
Total CONSTRUCTORS INC (965):					555,127.28			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	11/15/2023	460.38		00/00	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	11/15/2023	900.00		00/00	302-5342
Total CRETE AREA MEDICAL CENTER (1070):					1,360.38			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	LAB SUPPLIES	11/06/2023	46.05		00/00	003-7282
Total CRETE FOODMART (GEN) (1095):					46.05			
CRETE VETERINARY CLINIC (1140)								
CRETE VETERINARY CLINIC	1	Invoice	BOARD - DOG & CAT	10/02/2023	198.00		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	10/09/2023	112.00		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - DOG	10/19/2023	39.78		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - 2 CATS	10/19/2023	206.40		00/00	203-5345

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE VETERINARY CLINIC	1	Invoice	BOARD - DOG	10/27/2023	18.28		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	10/31/2023	68.80		00/00	203-5345
Total CRETE VETERINARY CLINIC (1140):					643.26			
CULLIGAN WATER SERVICE (1160)								
CULLIGAN WATER SERVICE	1	Invoice	AIRPORT WATER	10/31/2023	48.00		00/00	050-7530
Total CULLIGAN WATER SERVICE (1160):					48.00			
DEPT. OF ENERGY W.A.P.A. (1250)								
DEPT. OF ENERGY W.A.P.A.	1	Invoice	PURCHASED POWER WA	11/11/2023	33,470.68		00/00	001-7240
Total DEPT. OF ENERGY W.A.P.A. (1250):					33,470.68			
DONESKY, ORVILLE (6401)								
DONESKY, ORVILLE	1	Invoice	HANGAR RENT REFUND	11/16/2023	210.00		00/00	050-4909
Total DONESKY, ORVILLE (6401):					210.00			
DUTTON LAINSON COMPANY (1450)								
DUTTON LAINSON COMPANY	1	Invoice	4/0 - 2/0 UG TRIPLEX, SW	11/09/2023	7,869.00	1513	00/00	001-1500
Total DUTTON LAINSON COMPANY (1450):					7,869.00			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/17/2023	46.00		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/10/2023	29.04		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/17/2023	10.57		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/10/2023	16.87		00/00	401-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	11/10/2023	19.40		00/00	001-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	11/10/2023	19.39		00/00	002-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	11/10/2023	16.87		00/00	003-9900
Total EAKES OFFICE SOLUTIONS (1475):					158.14			
ENDICOTT CLAY PRODUCTS CO (1605)								
ENDICOTT CLAY PRODUCTS CO	1	Invoice	VETERANS BRICKS	11/13/2023	30.00		00/00	531-6464
Total ENDICOTT CLAY PRODUCTS CO (1605):					30.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	11/08/2023	50.00		00/00	301-5330
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-649 SO	11/08/2023	40.00		00/00	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					90.00			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	11/01/2023	8.48		00/00	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	11/01/2023	10.60		00/00	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	11/01/2023	.42		00/00	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	11/01/2023	.42		00/00	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	11/01/2023	1.27		00/00	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	11/01/2023	42.41		00/00	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	11/01/2023	10.60		00/00	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	11/01/2023	10.60		00/00	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					84.80			
FIRST WIRELESS (1785)								
FIRST WIRELESS	1	Invoice	SL3500E 403-480M 3W LK	11/03/2023	205.80		00/00	001-9990
FIRST WIRELESS	2	Invoice	SL3500E 403-480M 3W LK	11/03/2023	205.80		00/00	002-9990
FIRST WIRELESS	3	Invoice	SL3500E 403-480M 3W LK	11/03/2023	205.80		00/00	003-9990
FIRST WIRELESS	4	Invoice	SL3500E 403-480M 3W LK	11/03/2023	205.80		00/00	401-9990
FIRST WIRELESS	1	Invoice	SL300 STYLE REPLACEM	11/03/2023	2,543.85		00/00	531-6477
Total FIRST WIRELESS (1785):					3,367.05			
FYR-TEK (5811)								
FYR-TEK	1	Invoice	COOLANT VACUUM VALV	11/08/2023	67.95		00/00	302-5791
Total FYR-TEK (5811):					67.95			
GENERAL EXCAVATING (1915)								
GENERAL EXCAVATING	1	Invoice	22ND STREET CULVERT	08/18/2023	172,612.64		00/00	532-6487
Total GENERAL EXCAVATING (1915):					172,612.64			
GOLD STAR MARTIAL ARTS (1985)								
GOLD STAR MARTIAL ARTS	1	Invoice	REIMBURSE FOR KICK-IT	11/16/2023	500.00		00/00	721-4083

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total GOLD STAR MARTIAL ARTS (1985):					500.00			
GRAHAM TIRE LIN. NORTH (2000)								
GRAHAM TIRE LIN. NORTH	1	Invoice	TIRES	10/31/2023	565.92		00/00	302-5810
Total GRAHAM TIRE LIN. NORTH (2000):					565.92			
HAVLAT REPAIR (6178)								
HAVLAT REPAIR	1	Invoice	VEHICLE REPAIRS	11/06/2023	574.00		00/00	301-5791
HAVLAT REPAIR	1	Invoice	BLDG & GRND MAINT	11/06/2023	689.43		00/00	301-5330
Total HAVLAT REPAIR (6178):					1,263.43			
HUSKER ELECTRIC SUPPLY CO (2285)								
HUSKER ELECTRIC SUPPLY CO	1	Invoice	100AMP FUSES FOR JAC	11/06/2023	759.22	1488	00/00	001-7170
Total HUSKER ELECTRIC SUPPLY CO (2285):					759.22			
JANET SILVA GARRIDO (6407)								
JANET SILVA GARRIDO	1	Invoice	CONSUMER DEPOSIT RE	11/21/2023	89.58		00/00	001-3500
Total JANET SILVA GARRIDO (6407):					89.58			
JAY'S OIL CO (2405)								
JAY'S OIL CO	1	Invoice	TIRE MOUNT/UNIT 4	10/05/2023	100.00		00/00	201-5810
JAY'S OIL CO	1	Invoice	TANK RENTAL	10/24/2023	100.00		00/00	050-7530
JAY'S OIL CO	1	Invoice	PROPANE-FBO SHOP AI	10/31/2023	633.00		00/00	050-7530
JAY'S OIL CO	1	Invoice	TIRE REPAIR	10/06/2023	12.50		00/00	401-5810
JAY'S OIL CO	1	Invoice	TIRE MOUNT/BALANCE	10/31/2023	144.30		00/00	302-5810
Total JAY'S OIL CO (2405):					989.80			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R220169.00 CRETE 2022	11/15/2023	11,091.50		00/00	532-6381
Total JEO CONSULTING GROUP INC. (2425):					11,091.50			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGREEMENT	11/01/2023	22.50		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	11/01/2023	55.00		00/00	201-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
KIDWELL	3	Invoice	SERVICE AGREEMENT	11/01/2023	17.50		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	11/01/2023	5.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	11/01/2023	22.50		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	11/01/2023	55.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	11/01/2023	12.50		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	11/01/2023	35.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	11/01/2023	12.50		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	11/01/2023	12.50		00/00	003-9910
Total KIDWELL (2580):					250.00			
LEAGUE ASSOC OF RISK MANAGEMENT (2705)								
LEAGUE ASSOC OF RISK MANAGEMENT	1	Invoice	POLICE AUTO	10/01/2023	459.72		00/00	201-9720
Total LEAGUE ASSOC OF RISK MANAGEMENT (2705):					459.72			
LEXI LORENZ (6404)								
LEXI LORENZ	1	Invoice	CONSUMER DEPOSIT RE	11/21/2023	33.25		00/00	001-3500
Total LEXI LORENZ (6404):					33.25			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	3/4 CPL CTSXPEP LN NO	11/03/2023	40.85	1511	00/00	002-8031
LINCOLN WINWATER WORKS	2	Invoice	3/4 CPLNG CTSXCTS NL	11/03/2023	141.90	1511	00/00	002-8031
LINCOLN WINWATER WORKS	3	Invoice	1 MINN BALL VL PEP NL	11/03/2023	252.63	1511	00/00	002-8031
LINCOLN WINWATER WORKS	4	Invoice	5-1/2 MINN STOP BOX US	11/03/2023	275.20	1511	00/00	002-8031
LINCOLN WINWATER WORKS	5	Invoice	42 STATIONARY ROD	11/03/2023	86.00	1511	00/00	002-8031
LINCOLN WINWATER WORKS	6	Invoice	BLUE PAINT INVERTED M	11/03/2023	91.46	1511	00/00	002-8021
LINCOLN WINWATER WORKS	7	Invoice	21 BLUE STAKING FLAG	11/03/2023	32.25	1511	00/00	002-8021
LINCOLN WINWATER WORKS	8	Invoice	21 GREEN STAKING FLA	11/03/2023	32.25	1511	00/00	002-8021
LINCOLN WINWATER WORKS	1	Invoice	TAPPING TOOL	11/15/2023	279.68		00/00	002-8500
Total LINCOLN WINWATER WORKS (2810):					1,232.22			
MACQUEEN EQUIPMENT LLC (2930)								
MACQUEEN EQUIPMENT LLC	1	Invoice	WIRE 75# BULK	11/09/2023	553.40	1514	00/00	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):					553.40			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	11/08/2023	85.13		00/00	003-9640

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	11/15/2023	81.63		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					166.76			
MAYRA VAZQUEZ LUNA (6403)								
MAYRA VAZQUEZ LUNA	1	Invoice	CR23 134 RESTITUTION	11/17/2023	290.00		00/00	101-4904
Total MAYRA VAZQUEZ LUNA (6403):					290.00			
MEDI-WASTE DISPOSAL LLC (6400)								
MEDI-WASTE DISPOSAL LLC	1	Invoice	OUTSIDE SERVICES	10/31/2023	100.00		00/00	302-5340
Total MEDI-WASTE DISPOSAL LLC (6400):					100.00			
MEYVIS CRUZ TAMAYO (6405)								
MEYVIS CRUZ TAMAYO	1	Invoice	CONSUMER DEPOSIT RE	11/21/2023	64.56		00/00	001-3500
Total MEYVIS CRUZ TAMAYO (6405):					64.56			
MICHAEL TODD INDUSTRIAL SUPPLY (3145)								
MICHAEL TODD INDUSTRIAL SUPPLY	1	Invoice	SIGN HARDWARE	11/09/2023	105.84		00/00	401-6001
Total MICHAEL TODD INDUSTRIAL SUPPLY (3145):					105.84			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	11/14/2023	570,127.94		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	11/14/2023	6.33		00/00	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	11/14/2023	82,589.87		00/00	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					652,724.14			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	BATTERY	11/08/2023	167.99		00/00	401-5771
NAPA AUTO PARTS	1	Invoice	AIR FILTER, ANTIFREEZE	11/13/2023	178.42		00/00	001-8460
Total NAPA AUTO PARTS (3345):					346.41			
NE DEPT OF REVENUE (3415)								
NE DEPT OF REVENUE	1	Invoice	SALES TAX	11/16/2023	41,763.24		00/00	001-3150
NE DEPT OF REVENUE	2	Invoice	SALES TAX (AIRPORT)	11/16/2023	50.28		00/00	001-1280
NE DEPT OF REVENUE	3	Invoice	SALES TAX (TAX FUND)	11/16/2023	54.32		00/00	001-1280

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
NE DEPT OF REVENUE	4	Invoice	SALES TAX	11/16/2023	150.00-		00/00	001-4904
NE DEPT OF REVENUE	5	Invoice	SALES TAX	11/16/2023	2.21		00/00	001-8000
NE DEPT OF REVENUE	6	Invoice	SALES TAX	11/16/2023	37.56		00/00	001-8055
NE DEPT OF REVENUE	7	Invoice	SALES TAX	11/16/2023	25.52		00/00	001-8500
NE DEPT OF REVENUE	8	Invoice	SALES TAX	11/16/2023	180.53		00/00	001-9690
NE DEPT OF REVENUE	9	Invoice	SALES TAX	11/16/2023	8.20		00/00	001-9730
NE DEPT OF REVENUE	10	Invoice	SALES TAX	11/16/2023	2.00		00/00	001-9740
NE DEPT OF REVENUE	11	Invoice	SALES TAX	11/16/2023	52.01		00/00	001-9900
NE DEPT OF REVENUE	12	Invoice	SALES TAX	11/16/2023	118.77		00/00	001-9910
NE DEPT OF REVENUE	13	Invoice	SALES TAX	11/16/2023	2.42		00/00	001-9920
NE DEPT OF REVENUE	14	Invoice	SALES TAX	11/16/2023	3.33		00/00	001-9980
NE DEPT OF REVENUE	15	Invoice	SALES TAX	11/16/2023	45.53		00/00	002-7281
NE DEPT OF REVENUE	16	Invoice	SALES TAX	11/16/2023	2.21		00/00	002-8000
NE DEPT OF REVENUE	17	Invoice	SALES TAX	11/16/2023	2.25		00/00	002-8460
NE DEPT OF REVENUE	18	Invoice	SALES TAX	11/16/2023	4.16		00/00	002-8500
NE DEPT OF REVENUE	19	Invoice	SALES TAX	11/16/2023	.47		00/00	002-9900
NE DEPT OF REVENUE	20	Invoice	SALES TAX	11/16/2023	3.75		00/00	002-9780
NE DEPT OF REVENUE	21	Invoice	SALES TAX	11/16/2023	8.20		00/00	002-9730
NE DEPT OF REVENUE	22	Invoice	SALES TAX	11/16/2023	2.00		00/00	002-9740
NE DEPT OF REVENUE	23	Invoice	SALES TAX	11/16/2023	36.91		00/00	002-9910
NE DEPT OF REVENUE	24	Invoice	SALES TAX	11/16/2023	2.42		00/00	002-9920
NE DEPT OF REVENUE	25	Invoice	SALES TAX	11/16/2023	.83		00/00	002-9980
Total NE DEPT OF REVENUE (3415):					42,259.12			
NMC INC (3675)								
NMC INC	1	Invoice	FILTER	11/03/2023	60.55		00/00	401-5968
NMC INC	1	Invoice	KNOB	11/04/2023	12.58		00/00	401-5968
NMC INC	1	Invoice	CONDITIONER	11/07/2023	4,829.29		00/00	401-5968
Total NMC INC (3675):					4,902.42			
NORRIS PUBLIC POWER DISTRICT (3685)								
NORRIS PUBLIC POWER DISTRICT	1	Invoice	AIRPORT ELECTRICITY	11/06/2023	672.30		00/00	050-7530
NORRIS PUBLIC POWER DISTRICT	1	Invoice	ELECTRICITY	11/06/2023	7,841.63		00/00	003-7530
Total NORRIS PUBLIC POWER DISTRICT (3685):					8,513.93			
NORTHERN SAFETY CO. INC. (3695)								
NORTHERN SAFETY CO. INC.	1	Invoice	SAFETY EQUIPMENT	11/13/2023	82.78		00/00	401-9640

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NORTHERN SAFETY CO. INC. (3695):					82.78			
OLSSON (3775)								
OLSSON	1	Invoice	#023-04638 SCADA ON C	11/16/2023	226.67		00/00	003-9910
OLSSON	2	Invoice	#023-04638 SCADA ON C	11/16/2023	226.68		00/00	002-9910
OLSSON	3	Invoice	#023-04638 SCADA ON C	11/16/2023	226.68		00/00	001-9910
OLSSON	1	Invoice	#015-08260 CRETE CORE	11/20/2023	204.53		00/00	003-9840
Total OLSSON (3775):					884.56			
ONE BILLING SOLUTIONS LLC (ACH) (6073)								
ONE BILLING SOLUTIONS LLC (ACH)	1	Invoice	CRETE AMB SERV	11/09/2023	2,348.00		00/00	302-5340
ONE BILLING SOLUTIONS LLC (ACH)	2	Invoice	CREDIT BALANCE	11/09/2023	374.05-		00/00	302-5340
Total ONE BILLING SOLUTIONS LLC (ACH) (6073):					1,973.95			
ONE CALL CONCEPTS INC (3810)								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	10/31/2023	157.78		00/00	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	10/31/2023	157.78		00/00	002-9730
Total ONE CALL CONCEPTS INC (3810):					315.56			
OURADA, TOM (3860)								
OURADA, TOM	1	Invoice	REIMBURSEMENT	11/17/2023	33.01		00/00	001-9670
Total OURADA, TOM (3860):					33.01			
PITNEY BOWES (3995)								
PITNEY BOWES	1	Invoice	POSTAGE METER REFILL	11/12/2023	300.00		00/00	201-9650
Total PITNEY BOWES (3995):					300.00			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	11/06/2023	76.89		00/00	201-5329
Total PRESTO-X (4050):					76.89			
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	11/08/2023	239.00		00/00	701-9650

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total QUADIENT FINANCE USA INC (5591):					239.00			
RENKER, LAURA (4270)								
RENKER, LAURA	1	Invoice	PUZZLE PROGRAM	11/17/2023	75.45		00/00	702-5692
Total RENKER, LAURA (4270):					75.45			
SALINE COUNTY REGISTER OF DEEDS (4445)								
SALINE COUNTY REGISTER OF DEEDS	1	Invoice	FILING FEES	11/07/2023	22.00		00/00	101-5390
Total SALINE COUNTY REGISTER OF DEEDS (4445):					22.00			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	ACCOUNT# 742498	10/31/2023	131.95		00/00	301-5800
SAPP BROS PETROLEUM	2	Invoice	FUEL-ACCT #742498	10/31/2023	644.80		00/00	302-5800
Total SAPP BROS PETROLEUM (4505):					776.75			
SE CONSTRUCTION LLC (6311)								
SE CONSTRUCTION LLC	1	Invoice	2000 KVA THREE PHASE	11/08/2023	25,000.00		00/00	001-2000
Total SE CONSTRUCTION LLC (6311):					25,000.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE	11/01/2023	12.27		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	LIQUOR LICENSES	11/08/2023	10.45		00/00	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	MEETING	11/08/2023	8.64		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PUBLIC HEARING	11/08/2023	10.00		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PUBLIC HEARING	11/08/2023	10.45		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	11/08/2023	11.82		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	FIRE	11/01/2023	11.82		00/00	301-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	HEARING/RESOLUTION 2	11/15/2023	369.00		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2186	11/15/2023	8.18		00/00	002-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2185	11/15/2023	8.18		00/00	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	PLAN COMM	11/15/2023	11.82		00/00	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	11/15/2023	146.93		00/00	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					619.56			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL CHANGE UNIT 7	10/27/2023	61.14		00/00	201-5801
SID DILLON FORD	1	Invoice	UNIT 4 REPAIRS	11/15/2023	524.92		00/00	201-5791
Total SID DILLON FORD (4635):					586.06			
SIGNATURE PROMOTIONAL GROUP LLC (6402)								
SIGNATURE PROMOTIONAL GROUP LLC	1	Invoice	CHALLENGE COINS	11/16/2023	1,143.00		00/00	205-4906
Total SIGNATURE PROMOTIONAL GROUP LLC (6402):					1,143.00			
SPECTRUM (4730)								
SPECTRUM	1	Invoice	UTLITY-239 E 13TH ST	11/01/2023	18.46		00/00	501-7530
SPECTRUM	1	Invoice	DIGITAL CABLE BOX-194	11/01/2023	11.20		00/00	201-5220
SPECTRUM	1	Invoice	INTERNET-1945 FOREST	11/03/2023	94.98		00/00	201-5660
Total SPECTRUM (4730):					124.64			
STEVENSON, JOY (4825)								
STEVENSON, JOY	1	Invoice	MEETINGS/TRAINING	11/17/2023	15.00		00/00	701-9760
Total STEVENSON, JOY (4825):					15.00			
STRYKER SALES LLC (4870)								
STRYKER SALES LLC	1	Invoice	RESCUE EQUIPMENT	11/01/2023	1,340.04		00/00	302-5331
Total STRYKER SALES LLC (4870):					1,340.04			
TELLEZ, NANCY (4960)								
TELLEZ, NANCY	1	Invoice	MILEAGE	11/20/2023	49.78		00/00	101-9760
Total TELLEZ, NANCY (4960):					49.78			
UNION BANK & TRUST CO (5205)								
UNION BANK & TRUST CO	1	Invoice	HSA FEES	11/01/2023	20.00		00/00	101-9620
UNION BANK & TRUST CO	2	Invoice	HSA FEES	11/01/2023	20.00		00/00	201-9620
UNION BANK & TRUST CO	3	Invoice	HSA FEES	11/01/2023	2.00		00/00	203-9620
UNION BANK & TRUST CO	4	Invoice	HSA FEES	11/01/2023	10.00		00/00	401-9620
UNION BANK & TRUST CO	5	Invoice	HSA FEES	11/01/2023	2.00		00/00	601-9620
UNION BANK & TRUST CO	6	Invoice	HSA FEES	11/01/2023	10.00		00/00	701-9620
UNION BANK & TRUST CO	7	Invoice	FSA & HSA FEES	11/01/2023	18.00		00/00	001-9620

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
UNION BANK & TRUST CO	8	Invoice	FSA & HSA FEES	11/01/2023	10.00		00/00	002-9620
UNION BANK & TRUST CO	9	Invoice	FSA & HSA FEES	11/01/2023	8.00		00/00	003-9620
Total UNION BANK & TRUST CO (5205):					100.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	11/04/2023	18.46		00/00	003-9650
UPS	1	Invoice	POSTAGE	11/11/2023	10.82		00/00	003-9650
Total UPS (5240):					29.28			
UTILITY ASSOCIATES INC (6320)								
UTILITY ASSOCIATES INC	1	Invoice	ADD'L MOUNTS BODY CA	11/14/2023	275.00		00/00	531-6477
Total UTILITY ASSOCIATES INC (6320):					275.00			
VERIZON WIRELESS (5295)								
VERIZON WIRELESS	1	Invoice	CELL PHONE	11/01/2023	47.64		00/00	101-5452
VERIZON WIRELESS	2	Invoice	CELL PHONE	11/01/2023	42.87		00/00	101-6201
VERIZON WIRELESS	3	Invoice	CELL PHONE	11/01/2023	47.63		00/00	201-5220
VERIZON WIRELESS	4	Invoice	CELL PHONE	11/01/2023	692.05		00/00	001-9660
VERIZON WIRELESS	5	Invoice	CELL PHONE	11/01/2023	159.15		00/00	002-9660
VERIZON WIRELESS	6	Invoice	CELL PHONE	11/01/2023	90.51		00/00	003-9660
VERIZON WIRELESS	7	Invoice	CELL PHONE	11/01/2023	73.41		00/00	401-7530
VERIZON WIRELESS	8	Invoice	CELL PHONE	11/01/2023	124.79		00/00	301-7530
VERIZON WIRELESS	9	Invoice	CELL PHONE	11/01/2023	121.05		00/00	721-8500
VERIZON WIRELESS	10	Invoice	TABLET	11/01/2023	20.72		00/00	001-9920
VERIZON WIRELESS	11	Invoice	TABLET	11/01/2023	20.72		00/00	002-9920
VERIZON WIRELESS	12	Invoice	TABLET	11/01/2023	20.72		00/00	003-9920
VERIZON WIRELESS	13	Invoice	TABLET	11/01/2023	20.72		00/00	401-9920
VERIZON WIRELESS	14	Invoice	CELL PHONE	11/01/2023	128.61		00/00	101-7530
VERIZON WIRELESS	15	Invoice	CELL PHONE	11/01/2023	77.34		00/00	302-7530
VERIZON WIRELESS	16	Invoice	CELL PHONE	11/01/2023	42.87		00/00	050-5220
VERIZON WIRELESS	1	Invoice	CELL PHONE PD	11/01/2023	626.82		00/00	201-5220
Total VERIZON WIRELESS (5295):					2,357.62			
WASTE CONNECTIONS OF NEBRASKA (5360)								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	PUBLIC WORKS	11/01/2023	42,361.83		00/00	001-4510

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total WASTE CONNECTIONS OF NEBRASKA (5360):					42,361.83			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-CITY HALL	11/04/2023	179.72		00/00	101-7530
WINDSTREAM	2	Invoice	PHONE-CITY HALL	11/04/2023	157.04		00/00	721-7530
WINDSTREAM	3	Invoice	PHONE-CITY HALL	11/04/2023	191.57		00/00	003-9660
WINDSTREAM	4	Invoice	PHONE-CITY HALL	11/04/2023	112.93		00/00	401-7530
WINDSTREAM	5	Invoice	PHONE-CITY HALL	11/04/2023	105.26		00/00	001-9660
WINDSTREAM	6	Invoice	PHONE-CITY HALL	11/04/2023	105.26		00/00	002-9660
WINDSTREAM	1	Invoice	PHONE-AIRPORT	11/03/2023	157.58		00/00	050-7530
WINDSTREAM	1	Invoice	PHONE-COMM CTR	11/03/2023	59.28		00/00	502-7530
WINDSTREAM	1	Invoice	PHONE-EMERG MGMT	11/03/2023	76.06		00/00	101-5490
WINDSTREAM	1	Invoice	PHONE-FIRE	11/03/2023	62.80		00/00	301-7530
WINDSTREAM	1	Invoice	PHONE NMPP	11/03/2023	93.90		00/00	001-9660
WINDSTREAM	1	Invoice	PHONE-POLICE	11/03/2023	819.21		00/00	201-5220
WINDSTREAM	1	Invoice	PHONE-SC911	11/07/2023	470.00		00/00	202-5220
WINDSTREAM	1	Invoice	PHONE-PD C911	11/17/2023	1,169.76		00/00	202-5220
Total WINDSTREAM (5465):					3,760.37			
Grand Totals:					1,606,687.51			

Report GL Period Summary

GL Period	Amount
00/00	1,606,687.51
Grand Totals:	1,606,687.51

Vendor number hash: 563070
 Vendor number hash - split: 940798
 Total number of invoices: 153
 Total number of transactions: 277

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,606,687.51	.00	1,606,687.51
Grand Totals:	<u>1,606,687.51</u>	<u>.00</u>	<u>1,606,687.51</u>

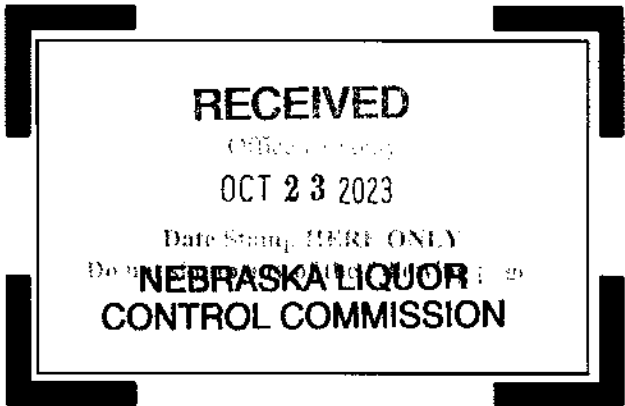
Report Criteria:
Vendor.Vendor number = 0-1059,1061-99999999

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: C

License Number:
126054



Office Use Only

NEW/ REPLACING _____ TOP Yes / No

Hot List Yes No

Initial: CA

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Carniceria San Fernando, Inc.

TRADE (DBA) NAME Carniceria San Fernando

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Vanessa Armendariz 402-429-6362

CONTACT EMAIL ADDRESS vane.armendariz@hotmail.com

Office use only

PAYMENT TYPE CK 14697 14697

AMOUNT 3400 RCPT _____

RECEIVED: 10/23

DATE DEPOSITED _____



DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 B BEER, OFF SALE ONLY**
 C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
 D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 F BOTTLE CLUB,
 I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
 J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 AB BEER, ON AND OFF SALE
 AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
 Partnership License (requires insert FORM 105)
 Corporate License (requires FORM 101 & FORM 103)
 Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Shaylene M. Smith Phone Number 402-826-5136

Firm Name Kalkwarf & Smith Law Offices, LLC

Email address shaylene@kalkwarfsmithlaw.com

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) Carniceria San Fernando, Inc.

Street Address 228 East 13th Street

City Crete County Saline Zip Code 68333 -2237

Premises Telephone number 402-826-1567

Business e-mail address vane.armendariz@hotmail.com

Is this location inside the city/village corporate limits YES X NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Vanessa Armendariz

Street Address 228 East 13th Street

City Crete State NE Zip Code 68333 -2237

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 116 x width 22 in feet

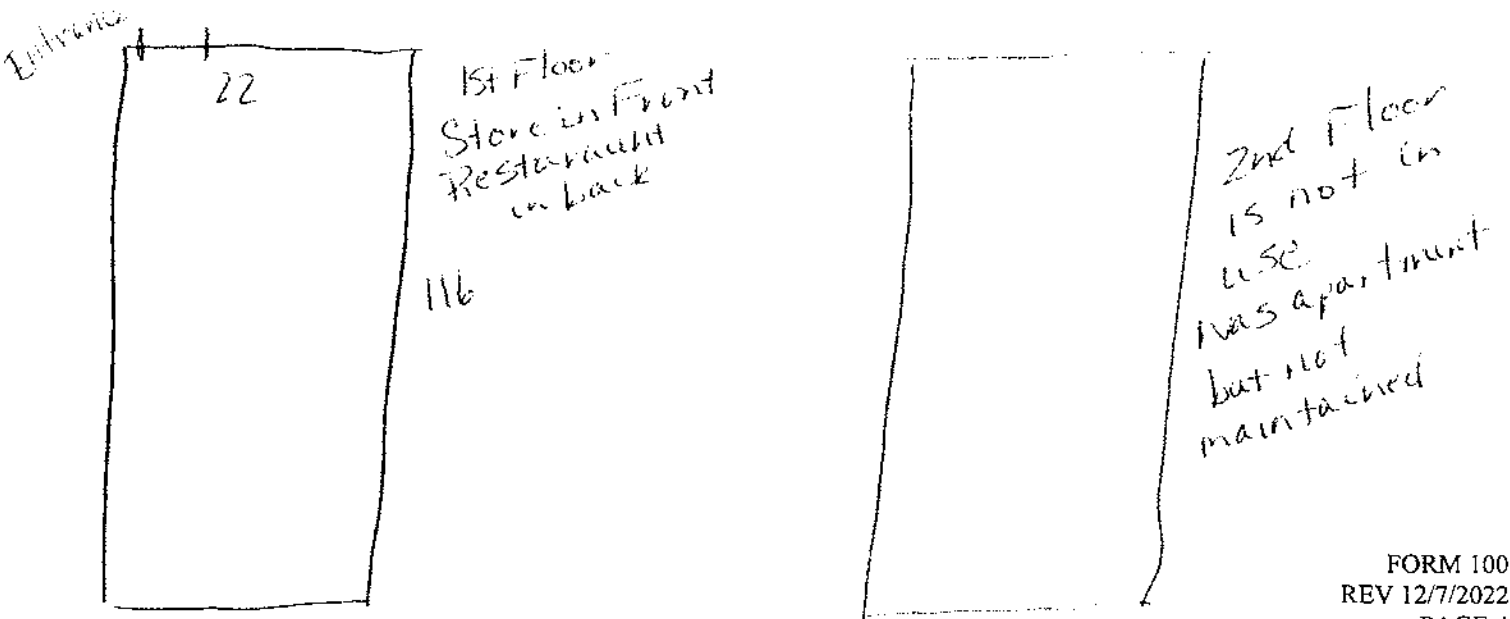
Is there a basement? Yes No X If yes, length x width in feet

Is there an outdoor area? Yes No X If yes, length x width in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See attached regarding Elpidio Perez				

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
 - a) Submit a copy of the business purchase agreement _____
 - b) Include a list of alcohol being purchased, list the name brand, container size and how many _____
 - c) Submit a list of the furniture, fixtures and equipment _____

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

CB&T of Crete - Elpidio Perez & Vanessa Arredanz

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Rico's Mexican Restaurant, Inc. #C-124634

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Elpidio Perez	03/2022	eTIPS, Alcohol Server
Vanessa Armendariz	03/2022	eTIPS, Alcohol Server

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Elpidio Perez	May 2022 to present	Rico's Mexican Restaurant, Friend, NE
Vanessa Armendariz	May 2022 to present	Rico's Mexican Restaurant, Friend, NE

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

- Lease expiration date December 31, 2026
- Deed
- Purchase Agreement

14. When do you intend to open for business? Already open without alcohol

15. What will be the main nature of business? Retail grocery and restaruant

16. What are the anticipated hours of operation? _____

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Elpidio Perez - Grand Isalnd, NE	1996	2001			
Vanessa Armendariz, Grand Island, NE	1996	2001			
Elpidio Perez - Dorchester, NE	2001	Present			
Vanessa Armedariz - Dorchester, NE	2001	Present			

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Elpidio Perez
Signature of **APPLICANT**

Elpidio M. Perez
Printed Name of **APPLICANT**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

BEFORE THE NEBRASKA LIQUOR CONTROL COMMISSION

In Re: Rico's Mexican Restaurant Inc.)
 "Rico's Mexican Restaurant")
 123 Maple Street)
 Friend NE 68359)
)
Retail Class C-124634 Liquor License)

ORDER

Now on the 1st day of February, 2022, this matter came on for hearing before the Nebraska Liquor Control Commission upon an order to show cause whether or not the application should be approved and a license issued due to character and reputation, falsification of application, and whether such conviction(s) render applicant's eligibility to hold a liquor license pursuant to 53-125 of the Nebraska Statutes, i.e., Elpidio Perez disclosed:

- 1999 – Junk vehicle
- 2000 – Junk vehicle
- 2001 – Park permit violation
- 2008 – Disturbing the peace
- 2013 – Driving violation/open container
- 2021 – Speeding

Elpidio failed to disclose:

- 1993 – DUI
- 1993 – Main Dwell resort to person using controlled substance (felony)
- 1995 – Assault 3rd degree
- 2018 – DUI
- 2018 – Attempt of Class 4 felony

Additionally, Investigator requests a show cause hearing due to criminal history.

The applicant was present and represented by attorney Shaylene Smith with the aid of an Interpreter. The Commission was represented by Milissa Johnson-Wiles, Assistant Attorney General.

The Commission finds:

1. That upon the request of the applicant, that the matter before this Commission should be continued.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that the matter before Rico's Mexican Restaurant Inc., dba "Rico's Mexican Restaurant", for the Retail Class C-124634 Liquor License application, 123 Maple Street, Friend, Nebraska, should be, and hereby is, continued to the March, 2022, Commission hearings, such hearing to be held before the Commission at its offices on the 1st floor of the State Office Building, located at 301 Centennial Mall South, Lincoln, Nebraska, on **Tuesday, March 1, 2022, at 10:00 a.m.**, or as soon thereafter as it may be heard.

IT IS FURTHER ORDERED that the applicant shall pay costs of this action, assessed in the amount of \$35.00.

Dated this 4th day of February, 2022.



7700001266

NEBRASKA LIQUOR CONTROL COMMISSION

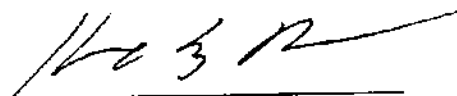
BY


(Chairman)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the original order entered herein, was sent by regular U.S. mail, on this 4th day of February, 2022, to Rico's Mexican Restaurant Inc., dba "Rico's Mexican Restaurant", 123 Maple Street, Friend, Nebraska, 68359 and to Attorney Shaylene Smith, PO Box 272, Crete, Nebraska, 68333.



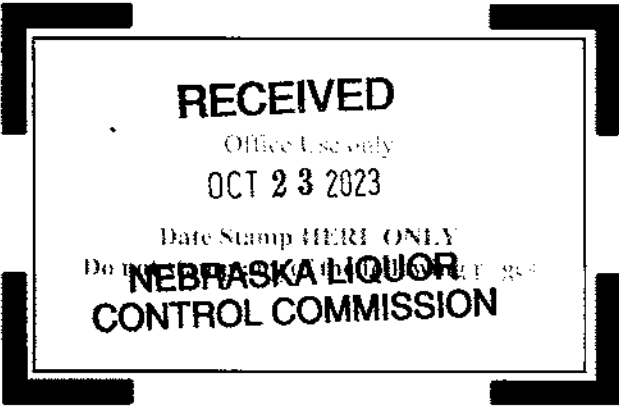

(Executive Director)

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

- 1. All officers, directors and stockholders and their spouses must be listed
- 2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
- 3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
- 4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

Carniceria San Fernando, Inc.

Name of Registered Agent: Elpidio M. Perez

Corporation Address: 228 East 13th Street

City: Crete State: NE Zip Code: 68333

Corporation Phone Number: 402-826-1567 Fax Number: _____

Total Number of Corporation Shares Issued: 1000

Name of President/CEO

Name and information must be listed on following page

Last Name: Perez First Name: Elpidio MI: M

Home Address: 807 Washington Street City: Dorchester

State: NE Zip Code: 68343-2366 Phone Number: _____

Elpidio Perez
Signature of President/CEO



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Perez First Name: Elpidio MI: M
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: President, Secretary, Treasurer Number of Shares 1000 100
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying corporation owned 100% by another corporation/company??

YES NO

If yes, provide Form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January 1 Ending Date: December 31

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID # _____

Nebraska Secretary of State

CARNICERIA SAN FERNANDO INC.

Mon Oct 23 16:38:40 2023

SOS Account Number

10226462

Status

Active

Principal Office Address

228 EAST 13TH ST
 CRETE, NE 68333
 USA

Registered Agent and Office Address

ELPIDIO M PEREZ
 228 E 13 TH ST
 CRETE, NE 68333

Nature of Business

BUTCHER'S SHOP-GROCERY STORE

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

May 27 2016

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	ELPIDIO M PEREZ	228 EAST 13TH ST CRETE, NE 68333 USA
Director	ELPIDIO M PEREZ	228 EAST 13TH ST CRETE, NE 68333 USA
Director	ELPIDIO PEREZ	228 EAST 13TH ST CRETE, NE 68333 USA

Filed Documents

Filed documents for CARNICERIA SAN FERNANDO INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Perpetual	May 27 2016	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jul 12 2016	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 12 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Jan 17 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 01 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Oct 23 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)



Articles of Incorporation of:

CARNICERIA SAN FERNANDO INC.

The undersigned person acting as incorporator for the purpose of forming a stock business corporation under the laws of the state of Nebraska adopts the following Articles of Incorporation:

Article 1. The name of the corporation is CARNICERIA SAN FERNANDO INC.

Article 2. To conduct any lawful business from which corporation can be organized pursuant to Nebraska statute, including but not limited: The Corporation is formed for the purpose of:

Butcher's Shop – Grocery Store and Taco Truck.

Also do other lawful activities.

Article 3. The duration of this corporation shall be perpetual.

Article 4. the total amount of initial capitalization of this corporation is \$1,000.

Article 5. The total number of shares of common capital stock that this corporation is authorized to issue is ten (10).

Article 6. This stock shall have 100.00 per value.

Article 7. The initial registered agent of this corporation is Elpidio M Perez by his signature at the end of this document, this person acknowledges acceptance of the responsibilities as registered agent of this corporation.

Article 8. The initial address of the office of the registered agent of this corporation is:

248 E 13 Th St Ste 1 Crete NE 68333

County of Saline, State of Nebraska, and Zip code 68333

Article 9. The name and address of the incorporator is:

Name	Address
Elpidio M Perez	248 E 13 Th St Ste 1 Crete NE 68333

Article 10. The number of directors of this corporation is one.

Article 11. The name and address of the initial director of this corporation is as follows:

Elpidio M Perez	248 E 13 Th St Ste 1 Crete NE 68333
-----------------	-------------------------------------

Article 12. This Corporation shall have no preemptive rights for any shareholders.

Article 13. The following are preferences and limitations on the common stock of this corporation:

NONE

Page 2

Article 14. This Corporation adopts the following additional articles:

Article of Incorporation of: CARNICERIA SAN FERNANDO INC.

Additional stockholders-Can be accepted only with the approval of the original stockholder.

Thereinafter, additional stockholders can be accepted with the approval of more than the fifty percent (50%) of the votes of the stockholders record.

The stock will be held by the following ratio:

Elpidio M Perez – President (10 stocks) 100%

I certify that all of the facts stated in these Articles of Incorporation are true and correct and are made for the purpose of forming a business corporation under the laws of the State of Nebraska.

Dated: May 26, 2016

Elpidio M Perez
Signature of Incorporator

Elpidio M Perez – President
Printed Name of Incorporator

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____

RECEIVED

OCT 28 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Carniceria San Fernando, Inc

PREMISES INFORMATION

Premises Trade Name/DBA: Carniceria San Fernando

Premises Street Address: 228 East 13th St.

City: Crete County: Saline Zip Code: 68333

Premises Phone Number: 402-826-1567

Premises Email address: vane.armendariz@hotmail.com

* Elpidia Perez

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

MANAGER INFORMATION

Last Name: Armendariz First Name: Vanessa MI: E

Home Address: 807 Washington St

City: Dorchester County: Saline Zip Code: 68343 ²³⁶⁶~~278~~

Home Phone Number: 402-429-6362

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: _____

Email address: vane.armendariz@hotmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST FIFTEEN (15) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	1996	2001			
Dorchester, NE	2001	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	Present	Carniceria San Fernando	Elpidio Perez	
2022	Present	Rico's Mexican Restaurant	Elpidio Perez	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Vanessa Armendariz	03/2022	eTIPS
Vanessa Armendariz	03/2022	Certified Alcohol Server

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Vanessa Armendariz	03/2022 - Present	Rico's Mexican Restaruant - Friend, NE

5. Have you enclosed Form 147 regarding fingerprints?

YES

NO

*Appointment with NSP 10/23/2023
received 10/31*

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

Must be signed by applicant and spouse.



Signature of APPLICANT

Vanessa Armendariz

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Carniceria San Fernando, Inc.

Name of Person Being Fingerprinted: Vanessa Armendariz

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 10/23/23

Location where fingerprints were taken: Lincoln, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Carniceria San Fernando, Inc.

Name of Person Being Fingerprinted: Elpidio Perez

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 10/23/23

Location where fingerprints were taken: Lincoln, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Elpidio Perez
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

Vanessa E Armendariz

Political Party
Democratic

Precinct
Dorchester

Election Details

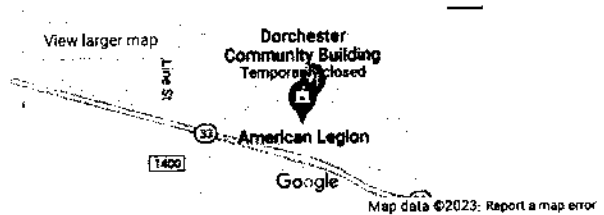
11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

Dorchester Community Building

605 Washington Dorchester, NE 68343



Sample Ballots

[Dorchester 05.15.pdf](#)

Ballot Styles

Dorchester

Districts

Show ▾

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CERTIFICATE OF TRAINING

This is to certify that

Vanessa E Armendariz

has completed the Certified Alcohol Server Training as required by
the Nebraska Liquor Control Commission

Completion Date: March 17, 2022

Expiration Date: March 17, 2025



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on March 17, 2022
provided by Health Communications, Inc.
is hereby granted to:

Vanessa Armendariz

Certification to be sent to:

**PO Box 163 807 Washington Ave
Dorchester NE, 68343-0163 USA**

HEALTH

INC.

This document is proof of eTIPS certification by a provider that you have completed the course. No other information is provided by eTIPS.



CERTIFICATE OF TRAINING

This is to certify that

Elpidio M Perez

has completed the Certified Alcohol Server Training as required by
the Nebraska Liquor Control Commission

Completion Date: March 24, 2022

Expiration Date: March 24, 2025



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on March 24, 2022
provided by Health Communications, Inc.
is hereby granted to:

Elpidio Perez

Certification to be sent to:

**PO Box 163 807 Washington Ave,
Dorchester NE, 68343-0163 USA**


HEALTH COMMUNICATIONS, INC.



COMMERCIAL LEASE

THIS LEASE made and entered into this 16 day of October, 2023, by and between Elpidio Perez, a single person, hereinafter referred to as "Landlord" and Carniceria San Fernando, Inc., A Nebraska Corporation, hereinafter referred to as "Tenant", WITNESSETH,

That the said Landlord has this day leased to the Tenant that portion of the building and improvements located on the following described real property, to-wit:

Lot 12, Block 129 Original Town, City of Crete, Saline County, Nebraska,

known as 228 East 13th Street, Crete, Nebraska, the same to be occupied by the Tenant for commercial purposes. The Landlord acknowledges that the Tenant will be seeking a liquor license for the premises and will cooperate with the application process. The parties agree that this lease is not dependent on the liquor license being approved.

The term of this lease shall be thirty-nine (39) months commencing October 1, 2023 and concluding December 31, 2026. The lease shall may continue thereafter month to month without prior notice to either party.

That the Landlord and Tenant hereby covenant and agree as follows:

1. That the reasonable rental value of the property is One Thousand Dollars (\$1,000.00) per month, payable by the Tenant to the Landlord, Elpidio Perez, at the mailing address of 807 Washington Ave, Dorchester, NE 68345 or elsewhere as may be changed from time to time by the Landlord by giving notice thereof to the Tenant by mail. Rent shall be due in full on the first day of each and every month commencing the first day of October, 2023, so that rent is due for each month in advance of the month.

2. It is further agreed between the parties that if payment of the monthly rent is not received by the Landlord or its agent on or before the fifth of the month after the same becomes due on the 1st, there shall be due and owing to the Landlord an additional sum of \$10.00 per day as a late fee for each day that said rent is not paid, commencing on the sixth day after said rent becomes due. This provision does not in any way limit any other legal remedies the Landlord may have in the event of default of payment or breach of the terms of this lease by the Tenant.

3. That the city utilities shall be placed in the Tenant's name as of October 1, 2023, and the Tenant agrees to pay when due any and all utility charges levied, assessed or charged against or incurred at said premises for and during the term of this lease agreement.

4. That the Tenant has examined and knows the conditions of said premises and acknowledges that they have received the same in good order and repair and that upon termination of this lease in any way, they will turn over possession of said premises to the Landlord in as good a condition as when they were entered upon by the Tenant, ordinary wear and tear excepted.

5. That the Tenant covenants and agrees to take good care of the premises and its fixtures, and agrees not to commit or permit waste thereon; that the Tenant shall pay for any and all minor repair bills of \$200.00 or less which may be required for the repair of the electric system, plumbing system, appliances, heating system and air conditioning system and the Landlord will pay for all repair bills over \$200.00.

6. That said Tenant shall pay for any and all repairs required to the walls, ceilings, paints, plastering, plumbing work, electric wiring, pipes, fixtures, roof, or any other part of said premises whenever said damage or injury to the same shall have resulted from misuse or neglect by the Tenant, their agents, guests, or invitees.

7. That the Landlord shall be responsible for any major structural repair that needs to be completed on the premises and shall take care of the same in a timely fashion so that any repair work on the premises does not restrict or interfere with the Tenant's right to use and enjoy the premises.

8. That the Tenant agrees to allow the Landlord to enter the premises upon reasonable notice, and at reasonable times, to inspect, exhibit or repair any of the premises or its fixtures.

9. That this lease may not be assigned or subleased by the Tenant in any way without the prior written consent of the Landlord. Any rents from any subleases on any portion of the premises shall be the Tenant's income.

10. That the Landlord agrees to pay and keep current the 2023 and all future real estate taxes and the property insurance currently on the premises, and to hold the Tenant harmless therefrom. The Landlord shall also pay in full all payments due to their lender for purchase of the premises and shall maintain clear title for the benefit of the Tenant.

11. That the Tenant shall maintain insurance on any personal property kept in the building and the risk of loss of all personal property and business inventory shall rest on the Tenant.

12. The Tenant shall obtain and keep in force liability insurance covering the Tenant and Landlord with a minimum of \$1,000,000.00 of protection. Said liability insurance shall protect and indemnify the Landlord from any damage should be Tenant, any guests, invitees, or family members be injured on the property. Should any injury occur on the property as a result of the Tenant's actions or inactions, the Tenant agrees to indemnify and hold the Landlord harmless from any liability or damage not covered by said insurance.

13. The Tenant shall have the duty to keep the premises free from snow or ice on any walkways, driveways or parking areas.

14. The Tenant shall have the duty to keep the interior of the property free from trash and debris.

15. That in the case of the premises or a part thereof being destroyed or damaged by fire or other unavoidable casualty that renders the Tenant unable to utilize the premises for more than 10 business days, the Tenant shall have the option of terminating this Lease and neither party shall have any further obligation hereunder.

16. That no additions or modifications, deletions or changes are permitted under this lease unless executed in writing by both the Landlord and the Tenant.

16 IN WITNESS WHEREOF, the parties have executed this Commercial Lease on the day of October, 2023.

Landlord

BY: Elpidio Perez
Elpidio Perez

Carniceria San Fernando Inc,

BY: Elpidio Perez
Elpidio Perez, President

Business Plan

Carniceria San Fernando started off as a small ,rented, retail grocery space and a separate food truck in Crete. It has always been owned by Elpidio Perez and run by him and his long-time personal and business partner, Vanessa Armendariz. The grocery grew into a fresh meat market with other grocery items imported from Mexico. They ran the two separate portions of the business successfully for four years and continued to grow both the food truck following and the grocery.

Mr. Perez was able to purchase the current building in 2017 and consolidated these two efforts. The front of the building has a retail grocery with fresh meat cases, there is a small kitchen in the middle of the building, and they operate a small restaurant with about 8 tables in the back. The parties then purchased and opened their separate full-scale restaurant in Friend, Nebraska, in 2022 (Rico's). Mr. Perez primarily operates the larger full-scale restaurant now and Ms. Armendariz manages the Crete (Carniceria San Fernando) location.

Both ventures continue to be run as separate businesses with Mr. Perez as the sole owner/operator. Ms. Armendariz is a paid employee. The parties have an adult son who is now helping at both locations as well.

RECEIVED

OCT 23 2023

KALKWARF | Law
& SMITH | Offices
LLC

K
&S

Bradley T. Kalkwarf
NEBRASKA LIQUOR
Shaylene M. Smith
CONTROL COMMISSION

1240 Ivy Avenue
P.O. Box 272
Crete, NE 68333-0272
Tel (402) 826-5136
Fax (402) 826-5140

Farmers & Merchants Bank Bldg.
321 South Main, P.O. Box 905
Wilber, NE 68465-0905
Tel (402) 821-2001
Fax (402) 821-3368

October 19, 2023

Nebraska Liquor Control Comm.
PO Box 95046
Lincoln, NE 68509-5046

RE: New Application

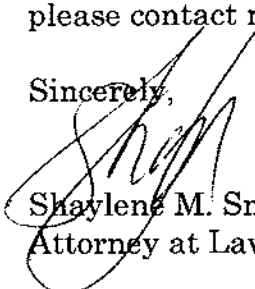
To Whom It May Concern:

I am enclosing the complete application for a new license in Crete, Nebraska. The parties are scheduled for their fingerprint searches with the Nebraska State Patrol next week.

I wanted to just provide some quick background to hopefully expedite this matter. I assisted the same parties when they obtained a license for their restaurant in Friend, Nebraska. At that time, we tried to accurately set forth Mr. Perez's past criminal history but his English skills are minimal and some of his charges are quite old. As a result, there were criminal convictions missed on his application. After research and a hearing, one Hall County charge was expunged and an old Iowa charge was confirmed to have been the equivalent of a misdemeanor disorderly house ticket. Rather than have any question as to his past charge, I have attached the NLCC Order from the hearing to list what was identified at that time. ✓

The Friend license (124634) was granted in 2022 subject to a probationary period. The restrictions for restaurant were removed in May 2023 and it was renewed in August. The same parties own a grocery/restaurant in Crete with a different corporate name. The application enclosed is for this second location. I had them wait to apply so that NLCC could confirm that they are successfully operating their initial location. Thank you for your consideration. If anything more is needed, please contact me in Crete.

Sincerely,


Shaylene M. Smith
Attorney at Law

KALKWARF | Law
& SMITH | Offices
 | LLC

K
& S

Bradley T. Kalkwarf
Shaylene M. Smith

1240 Ivy Avenue
P.O. Box 272
Crete, NE 68333-0272
Tel (402) 826-5136
Fax (402) 826-5140

Farmers & Merchants Bank Bldg.
321 South Main, P.O. Box 905
Wilber, NE 68465-0905
Tel (402) 821-2001
Fax (402) 821-3368

October 30, 2023

Nebraska Liquor Control Commission
PO Box 95046
Lincoln, NE 68509-5046

AND VIA Email to Corrinne Andersen

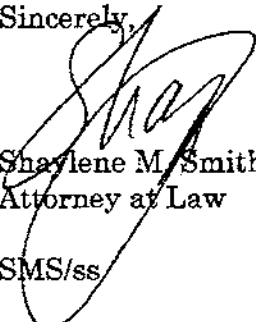
RE: 126054 Carniceria San Fernando Application

Dear Ms. Andersen:

In response to your email, the building was purchased subject to a mortgage with City Bank & Trust of Crete that is in Mr. Perez's name. Carniceria San Fernando has its operating checking account at City Bank as well. Mr. Perez and Ms. Armendariz are the only signers on the business checking account. Please us 402-826-1567 for the business phone. That is the line at the store in Crete.

I am attaching the business plan and the parties' signed form 147s. I am returning this by email but will mail the originals for your file. Please let me know if I can help with anything else.

Sincerely,



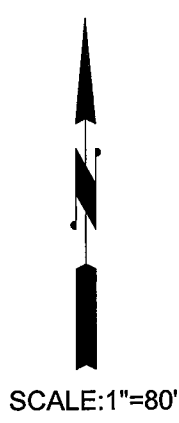
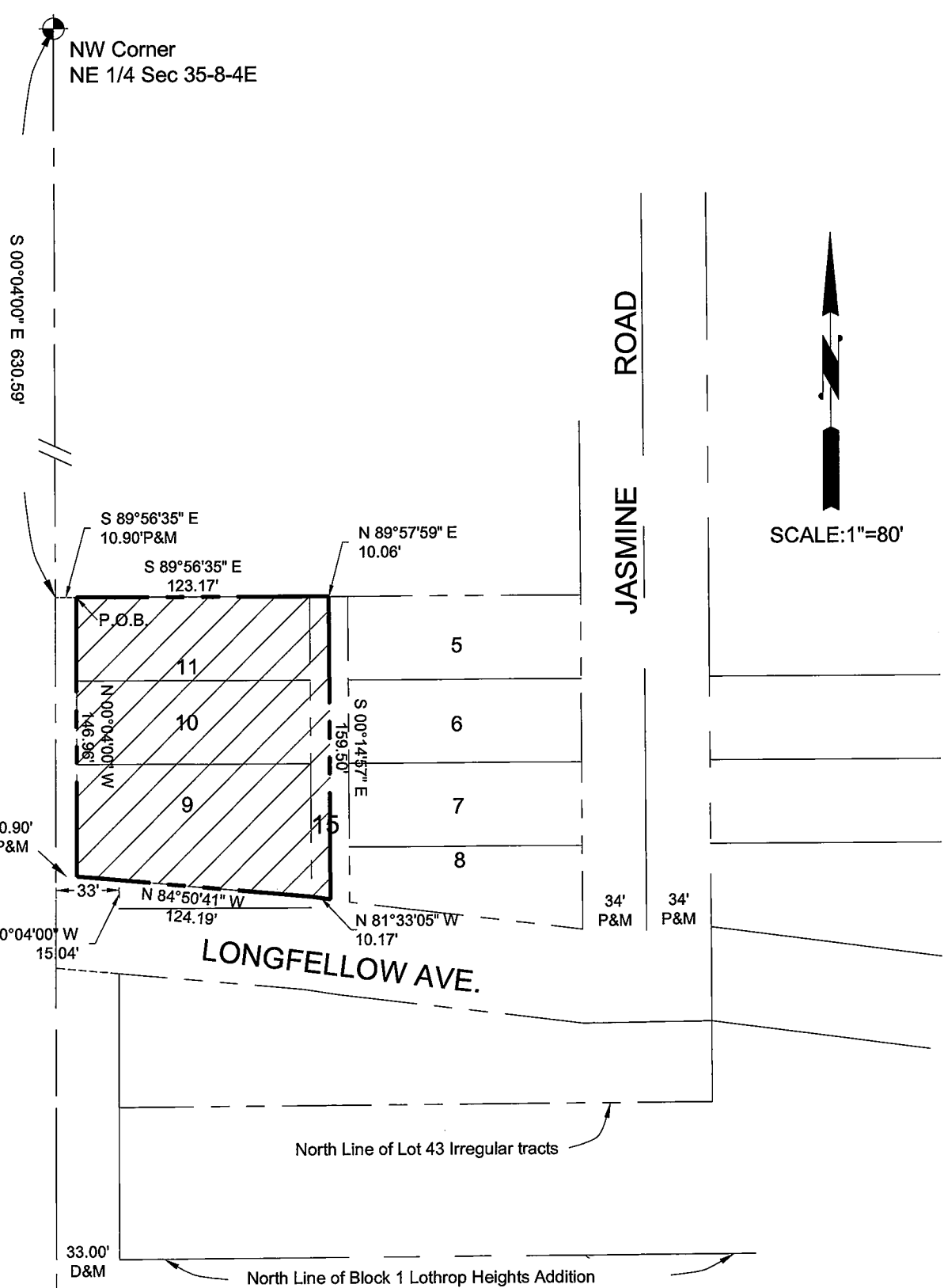
Shaylene M. Smith
Attorney at Law

SMS/ss

DWC: F:\Projects\2022\20220128\Landplanning\Exhibit\2022-0128MR COZ Exhibit.dwg USER: jll
 DATE: Oct 17, 2023 7:43am XREFS:

IRIS STREET

JASMINE ROAD



NOTE: This is not a survey. This is an exhibit to accompany the deed. No corners were set.

drawn by: jds
 checked by: -
 project no.: 2022-0128
 date: 10/17/2023

**CHANGE OF ZONE EXHIBIT
 BURLINGTON ESTATES
 CRETE, NEBRASKA**

Civil Design Group, Inc.
 8535 EXECUTIVE WOODS, DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
 www.civildg.com

CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
 1
 OF
 2

BURLINGTON ESTATES
CHANGE OF ZONE PARCEL A

A legal description of a tract of land composed of Lots 9-11 and half of the adjacent alley, Block 15 Collage Park, located in the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Corner of the Northeast Quarter of Section 35; Thence South, on the West Line of the Northeast Quarter on an assumed bearing of S 00°04'00" E for a distance of 630.59'; Thence S 89°56'35" E for a distance of 10.90' to the Northwest Corner of Lot 11, Block 15 Collage Park, said point being the **Point of Beginning**:

Thence S 89°56'35" E, on the North line of Lot 11, Block 15 College Park, for a distance of 123.17' to the Northeast Corner of said Lot 11; Thence N 89°57'59" E, for a distance of 10.06' to a point on the centerline of the adjacent alley; Thence S 00°14'57" E, on the centerline of the adjacent alley, for a distance of 159.50' to a point on the North Line of Longfellow Avenue; Thence N 81°33'05" W, on the North Line of Longfellow Avenue, for a distance of 10.17' to the Southeast Corner of Lot 9, Block 15 College Park; Thence N 84°50'41" W, on the South Line of Lot 9, Block 15 College Park and on the North Line of Longfellow Avenue, for a distance of 124.19' to the Southwest Corner of said Lot 9; Thence N 00°04'00" W, on the West Line of Lots 9-11, Block 15 College Park, for a distance of 146.96' to the **Point of beginning** and having a calculated area of 0.47 acres or 20415 sq. ft. more or less.

Subject to any and all easements and restrictions of record.



CITY OF CRETE
APPLICATION FOR VARIANCE
BOARD OF ADJUSTMENT

Applicant Cardinal Ventures, LLC

Address 2215 Lothrop Lake Circle, Crete, NE

Phone Number 402-560-0725

Legal Description of Property Involved:

Lot Lots 9-11 Block 15

Subdivision College Park Addition

Present/ Future use of Property:

Present, single family. Future, single family

Site Plan Attached: x Yes No

This is a request for a variance from Ordinance § Section 11-215(6)(a)

Property is located in the R-2 Zoning District.

A) The existing situation is:

Three lots in R-2 zoning fronting to onto Iris Ave.

DO NOT WRITE IN THIS SPACE

Date Received 10/17/2023

Receipt #

BOA Case # BOA 23-01

Hearing Date 11/21/2023

* Last updated on 9-1-10 *

DISPOSITION

Approved Denied

Conditions Imposed? (See Minutes)

Date of Initial Appeal

Permit Issued

B) Granting of this petition would permit:

A variance to the minimum lot width and minimum lot area for 4 lots in the R-3 zoning district that abut existing Iris Avenue.

NEBRASKA STATE STATUTES STATE IN PART THAT:

“ NO VARIANCE SHALL BE AUTHORIZED UNLESS THE CONDITION OR SITUATION OF THE PROPERTY CONCERNED OR THE INTENDED USE OF THE PROPERTY IS NOT OF SO GENERAL OR RECURRING A NATURE AS TO MAKE REASONABLY PRACTICABLE THE FORMULATION OF A GENERAL REGULATION TO BE ADOPTED AS AN AMENDMENT TO THE ZONING REGULATIONS ” .

BEFORE A VARIANCE MAY BE GRANTED, THE APPLICANT MUST PROVE THAT EACH OF THE FOLLOWING FOUR (4) CONDITIONS HAS BEEN FULFILLED. ANSWER EACH OF THE CONDITIONS IN DETAIL. USE ADDITIONAL SHEETS IF NECESSARY.

THE UNDERSIGNED ALLEGES THAT:

1) The strict application of the Zoning Regulations would produce undue hardship; in that:

The current market demand is for smaller, more affordable housing units. The R-3 sq footage requirement for lots creates interior units on a 4-plex that are much larger than the market demands. This subsequently increases the construction costs which will be borne by the end consumer of these houses.

2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity; in that:

I would suggest that as the consumer market continues to shift to smaller more affordable townhomes, other undeveloped lots in the R-3 districts in Crete will actually share and experience this hardship in trying to develop affordable townhomes. This may be one of many projects that request such a variance due to the rapidly escalating construction costs.

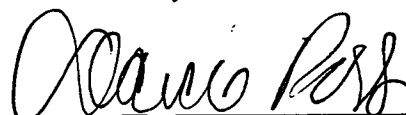
3) The authorization of such variance will not be of substantial detriment to the adjacent property and the character of the district will not be changed by the granting of the variance; in that:

This request generally matches the style of the two sets of townhomes that are under construction to the north of this land. To the east, we are proposing similar style townhomes on Jasmine Ave that back up to these units. To the south we will maintain a green space buffer of over 100'. As such this request is consistent with the character of the existing and the proposed neighborhood.

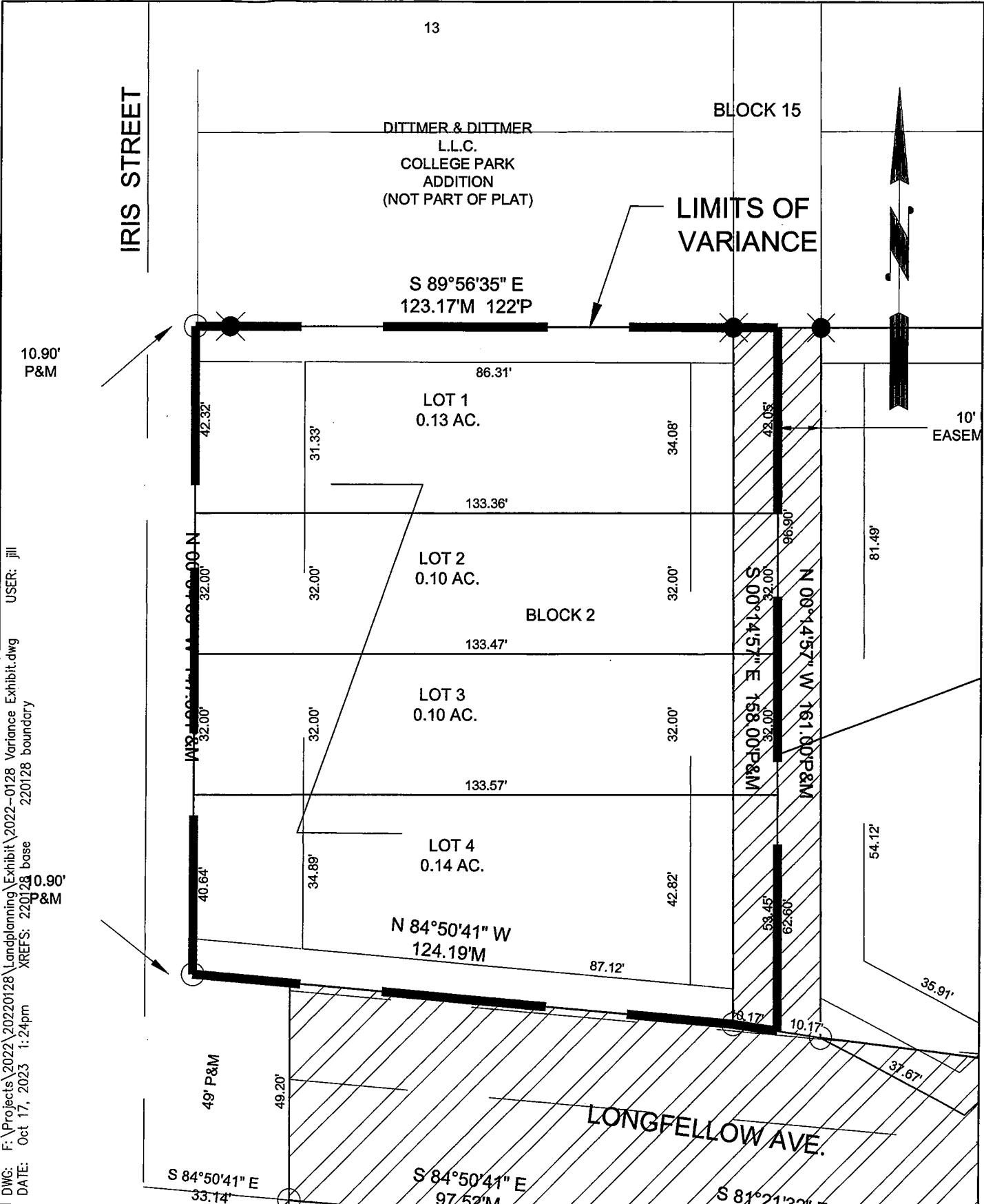
4) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variation for purposes of convenience, profit or caprice; in that:

We are unable to expand these lots to the south due to an existing utility and stormwater easement. Although we are going to vacate the alley behind these lots to make them deeper, they still do not meet the R-3 standards for the desire product and price point. Without this variance the end product will potentially exceed the affordability needed in the community.

Signature of Authorized Agent



Signature of Property Owner



DWG: F:\Projects\2022\20220128\Landplanning\Exhibit\2022-0128 Variance Exhibit.dwg
 DATE: Oct 17, 2023 1:24pm
 USER: jll
 XREFS: 220128_base
 220128 boundary
 10.90' P&M
 49' P&M
 10.90' P&M

drawn by: jds
 checked by: -
 project no.: 2022-0128
 date: 10/17/2023

**VARIANCE EXHIBIT
 BURLINGTON ESTATES
 CRETE, NEBRASKA**

Civil Design Group, Inc.
 8535 EXECUTIVE WOODS, DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8484 Fax 866-215-8747
 www.civildg.com

CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
 1
 OF
 1

LEGAL DESCRIPTION:

I hereby certify that I have caused to be surveyed the subdivision to be known as BURLINGTON ESTATES. A subdivision composed of Lot 43 Irregular Tracts, part of Lot 44 Irregular Tracts, a Tract of land in Quitclaim Deed 2022-01618, a Tract of land in Quitclaim Deed 2022-01588, Lots 5-11 Block 15 "College Park Addition", Lots 9-16 Block 14 "College Park Addition", the South Half of vacated Whittier Avenue adjacent to Block 14 in "College Park Addition", a part of vacated Longfellow Avenue, a part of vacated Jasmin Road, all of the vacated alley between Lots 5-11 Block 15 "College Park Addition", located in the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Corner of the Northeast Quarter; Thence South, on the West Line of the Northeast Quarter, on an assumed bearing of S 00°04'00" E for a distance of 630.59'; Thence S 89°56'35" E for a distance of 10.90' to the Northwest Corner of Lot 11, Block 15 "College Park Addition", said point being the Point of Beginning;

Thence S 89°56'35" E, on the North Line of Lot 11, Block 15 "College Park Addition", for a distance of 123.17' to the Northeast Corner of said Lot 11; Thence N 89°57'59" E for a distance of 20.11' to the Northwest Corner of Lot 5, Block 15 "College Park Addition"; Thence N 89°59'10" E, on the North Line of Lot 5, Block 15 "College Park Addition", for a distance of 122.61' to the Northeast Corner of said Lot 5; Thence S 00°16'25" E, on the East Line of Lot 5, Block 15 "College Park Addition", for a distance of 9.62'; Thence with a curve turning to the left with an arc length of 124.51', with a radius of 100.00', with a chord bearing of S 35°56'32" E, with a chord distance of 116.62' to a point on the West Line of Block 14 "College Park Addition"; Thence N 00°16'25" W, on the West Line of Block 14 "College Park Addition", and on the West Line of Block 14 "College Park Addition" extended North, for a distance of 314.95' to a point on the centerline of Whittier Avenue; Thence on the centerline of Whittier Avenue the following 2 courses: S 89°57'40" E for a distance of 122.11'; Thence N 89°59'20" E for a distance of 142.00' to a point on intersection with the East Line of Block 14 "College Park Addition" extended North; Thence S 00°16'57" E, on the Northerly extension of the East Line of Block 14 "College Park Addition", for a distance of 34.00' to a point on the Southerly Line of Whittier Avenue; Thence on the Southerly Line of Whittier Avenue and the Southerly Line of Taylor Street, the following 4 courses: N 88°39'28" E for a distance of 67.96'; Thence with a curve turning to the left with an arc length of 277.78', with a radius of 506.92', with a chord bearing of N 74°05'04" E, with a chord distance of 274.32'; Thence N 78°16'27" E for a distance of 69.37'; Thence N 89°48'06" E for a distance of 171.07' to the Northwest Corner of the tract of land described in Quitclaim Deed 2022-01589; Thence S 00°10'06" E, on the West Line of the tract of land described in Quitclaim Deed 2022-01589, for a distance of 536.20' to the Southwest Corner of said Tract; Thence N 89°56'50" W for a distance of 232.44' to a point on the West Line of Locust Avenue; Thence S 00°11'41" E, on the West Line of Locust Avenue, for a distance of 76.22' to the Northeast Corner of Lot 13, Block 1 "Lothrop Heights Addition"; Thence S 89°42'33" W, on the North Line of Block 1 "Lothrop Heights Addition", for a distance of 914.91' to a point on the East 33' Line of Ins Street; Thence N 00°04'00" W, on the East 33' Line of Ins Street, for a distance of 199.50' to a point on the South Line of Lot 9, Block 15 "College Park Addition"; Thence N 84°50'41" W, on the South Line of Lot 9, Block 15 "College Park Addition", for a distance of 22.19' to the Southwest Corner of said Lot 9; Thence N 00°04'00" W, on the West Line of Block 15 "College Park Addition", for a distance of 146.96' to the Point of Beginning, and having a calculated area of 12.89 acres more or less.

Subject to any and all easements and restrictions of record.

SURVEYOR'S CERTIFICATE:

I, Marc J. Raphael, Nebraska Registered Land Surveyor No. 695, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey.

Marc J. Raphael #695
Allied Surveying & Mapping
8535 Executive Woods Drive, Suite 200
Lincoln, NE 68512
Ph. 402.434.2686

Date

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, CARDINAL VENTURES, LLC, OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS, TO BE NUMBERED AND NAMED AS SHOWN. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BURLINGTON ESTATES, AND WE DO HEREBY DEDICATE TO THE PUBLIC, FOR USE, THE STREETS AS SHOWN ON THIS PLAT. WE DO FURTHER DEDICATE THE EASEMENTS SHOWN THEREON FOR THE LOCATION CONSTRUCTION, RECONSTRUCTION, REPAIR, OPERATION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, OVER UPON OR UNDER THE EASEMENTS AS SHOWN ON THE FOREGOING PLAT. THE CONSTRUCTION OR LOCATION OF ANY BUILDINGS OR TREES SHALL BE PROHIBITED IN SAID EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHT HEREIN GRANTED.

THE RIGHT OF WAY SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC.

THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC.

THE CONSTRUCTION OR LOCATION OF ANY BUILDING OR STRUCTURE, EXCLUDING FENCES, OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON SHALL BE PROHIBITED.

CITY OF CRETE, NEBRASKA, ITS SUCCESSORS, ASSIGNS, ANDS PERMITEES ARE HEREBY HELD HARMLESS FOR THE COST OF REPLACEMENT OR DAMAGE TO ANY IMPROVEMENT OR VEGETATION OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON.

THE CONSTRUCTION OR LOCATION OF ANY FENCE OR OTHER IMPROVEMENT WHICH OBSTRUCTS DRAINAGE SHALL BE PROHIBITED OVER, UPON, OR UNDER ANY STORM DRAIN EASEMENTS OR DRAINAGE EASEMENT SHOWN THEREON.

OUTLOT 'B', JONES PLACE PARK IS HEREBY DEDICATED TO THE PUBLIC FOR SUCH USE.

WITNESS MY HAND THIS ___ DAY OF ___, 2023.

DARCIE ROSS, MANAGING MEMBER
CARDINAL VENTURES, LLC

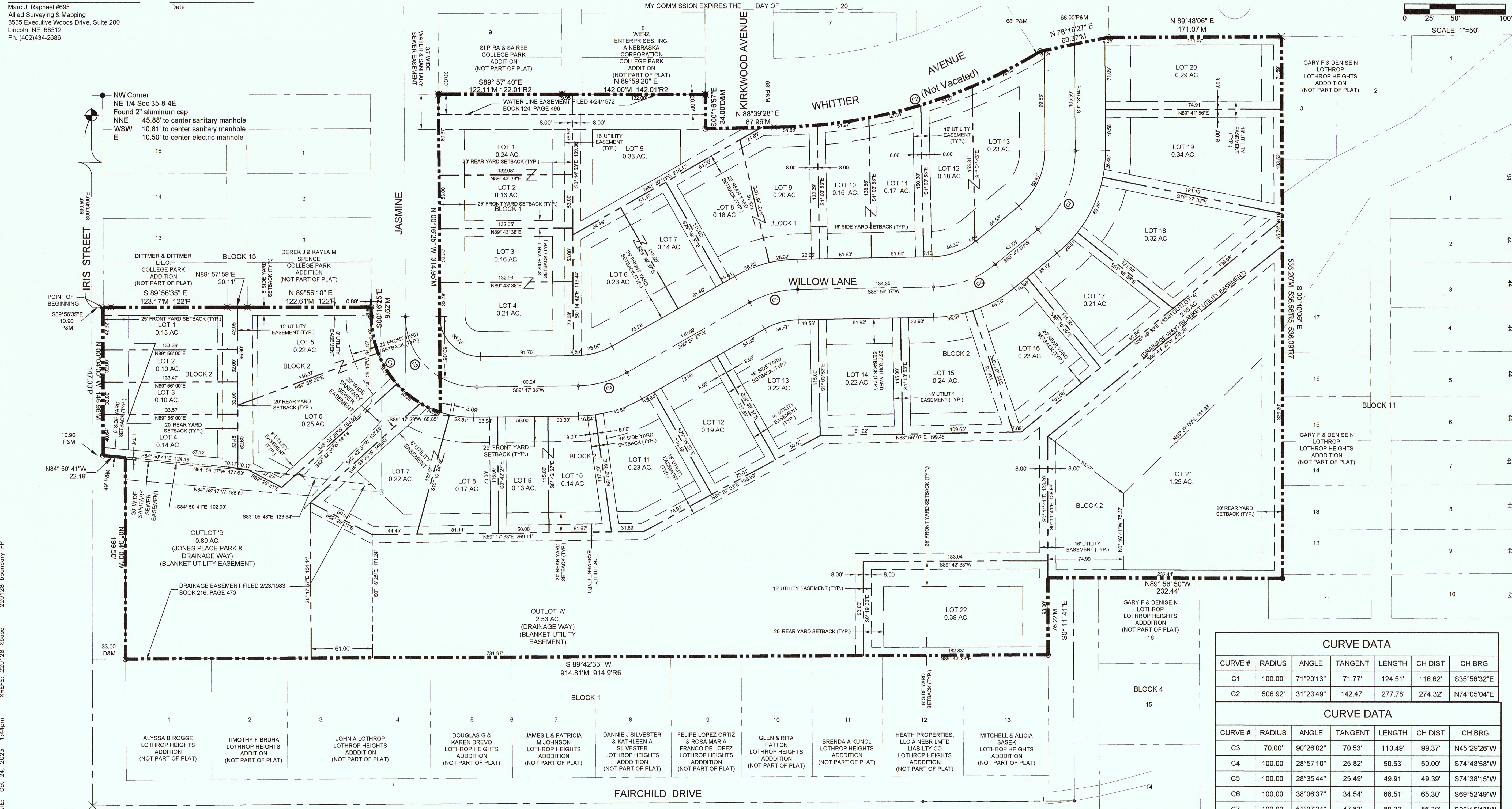
ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY) SS

ON THIS ___ DAY OF ___, 20___ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME DARCIE ROSS, MANAGING MEMBER, CARDINAL VENTURES, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND HE ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES THE ___ DAY OF ___, 20___



APPROVAL OF CRETE CITY COUNCIL

THIS PLAT OF BURLINGTON ESTATES WAS APPROVED BY THE CRETE CITY COUNCIL ON THIS ___ DAY OF ___, 2023.

ATTEST: _____
MAYOR

APPROVAL OF CRETE PLANNING COMMISSION

THIS PLAT OF BURLINGTON ESTATES WAS APPROVED BY THE CRETE PLANNING COMMISSION ON THIS ___ DAY OF ___, 2023.

ATTEST: _____
COMMISSION CHAIR

Vertical sidebar containing: Civil Design Group, Inc. contact info; CONSULTING ENGINEERS • LAND USE PLANNERS CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING; REVISIONS table; FINAL PLAT; BURLINGTON ESTATES; CRETE, NEBRASKA; SHEET 1 OF 1.

Table with 7 columns: CURVE #, RADIUS, ANGLE, TANGENT, LENGTH, CH DIST, CH BRG. Contains data for curves C1 through C7.

USER: jll
DATE: Oct 24, 2023 1:44pm
XREFS: Z20128 Abase
Z20128 boundary FP

**2021 STREET IMPROVEMENTS
IMPROVEMENT PROJECT NOS. 2021-1, 2021-2, 2021-3, 2021-4, 2021-5
ORDINANCE NO. 2124**

CITY OF CRETE, NEBRASKA

JEO PROJECT NO. 200586.00

**REPORT OF TOTAL COST
AND
ASSESSMENTS**

April 2023



**2021 STREET IMPROVEMENTS
IMPROVEMENT PROJECT NOS. 2021-1, 2021-2, 2021-3, 2021-4, 2021-5
ORDINANCE NO. 2124**

CITY OF CRETE, NEBRASKA

REPORT OF TOTAL COST

Construction Cost (Bauer Underground): \$863,702.30

Engineering (JEO): \$69,686.70

Material Testing: \$6,130.00

Publication, Legal, and Bonding: \$69,686.70

Total Project Cost: \$1,009,205.70

Assessed Costs: \$460,954.76

General Obligation (Intersection, Storm Sewer, and Other Costs): \$548,250.94

Prepared by



Brent Ciecior, PE

JEO Consulting Group, Inc

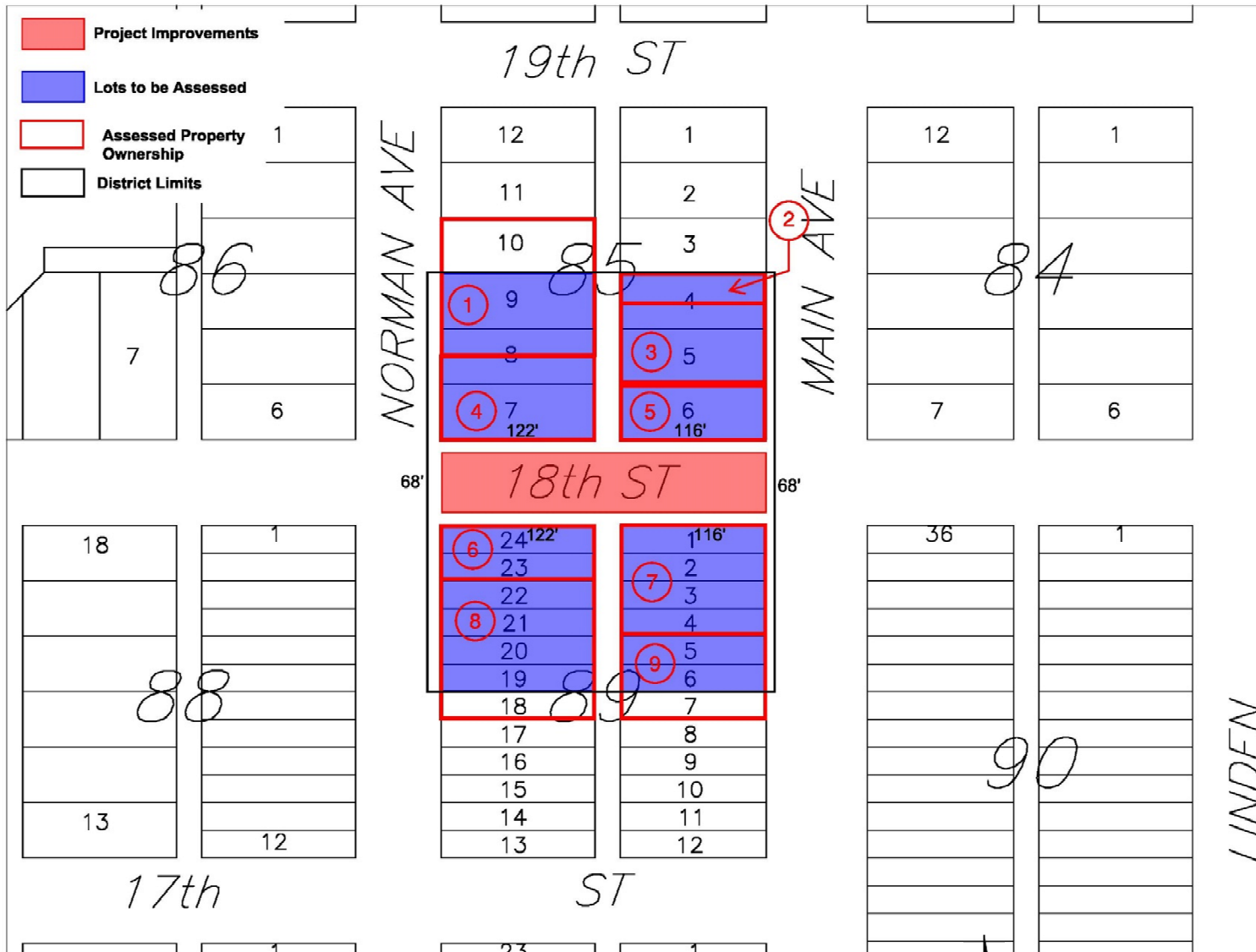
SUMMARY

**2021 STREET IMPROVEMENTS
IMPROVEMENT PROJECTS NOS. 2021-1, 2021-2, 2021-3, 2021-4, 2021-5
ORDINANCE NO. 2124**

CITY OF CRETE, NEBRASKA

S.I.P. NO.	CONSTRUCTION	ENGINEERING	MATERIAL TESTING	PUBLICATION, LEGAL, AND BONDING	TOTAL PROJECT COST
Street Improvement Project No. 2021 – 1	\$151,927.66	\$12,258.09	\$1,078.28	\$12,258.09	\$177,522.12
Street Improvement Project No. 2021 – 2	\$212,983.16	\$17,184.27	\$1,511.62	\$17,184.27	\$248,863.32
Street Improvement Project No. 2021 – 3	\$163,166.66	\$13,164.89	\$1,158.05	\$13,164.89	\$190,654.49
Street Improvement Project No. 2021 – 4	\$166,167.16	\$13,406.98	\$1,179.35	\$13,406.98	\$194,160.47
Street Improvement Project No. 2021 – 5	\$169,457.66	\$13,672.47	\$1,202.70	\$13,672.47	\$198,005.30
Total	\$863,702.30	\$69,686.70	\$6,130.00	\$69,686.70	\$1,009,205.70

S.I.P. NO.	TOTAL PROJECT COST	ASSESSED COSTS	GENERAL OBLIGATION, STORM SEWER, AND OTHER COSTS
Street Improvement Project No. 2021 – 1	\$177,522.12	\$90,973.12	\$86,549.00
Street Improvement Project No. 2021 – 2	\$248,863.32	\$85,327.76	\$163,535.56
Street Improvement Project No. 2021 – 3	\$190,654.49	\$89,111.96	\$101,542.53
Street Improvement Project No. 2021 – 4	\$194,160.47	\$102,001.44	\$92,159.03
Street Improvement Project No. 2021 – 5	\$198,005.30	\$93,540.48	\$104,464.82
Total	\$1,009,205.70	\$460,954.76	\$548,250.94



STREET IMPROVEMENT PROJECT NO. 2021-1

STREETS TO BE IMPROVED



Street Improvement Project 2021-1 – 18th Street – Norman Avenue to Main Avenue - \$191.12/Running Foot

No.	NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE (FEET)	ASSESSMENT RATE	PRELIMINARY ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE
1	James W. Wissenburg III	1820 Norman Avenue	Crete City N ½ of Lot 8 & All of Lots 9-10, Block 85	122'	122' @ 20% 50% of 122' @ 30%	\$8,160.58		
2	Doe Capital, LLC	1821 Main Avenue	Crete City N ½ of Lot 4, Block 85	116'	50% of 116' @ 20%	\$2,216.76		
3	City of Crete	1815 Main Avenue	Crete City S ½ of Lot 4 & All of Lot 5, Block 85	116'	50% of 116' @ 20% 116' @ 30%	\$8,868.20		
4	Terry D. & Cheryl A. Betts	144 West 18 th Street	Crete City Lot 7 & S ½ of Lot 8, Block 85	122'	50% of 122' @ 30% 122' @ 50%	\$15,156.06		
5	Sandra Reyes Montenegro	1805 Main Avenue	Crete City Lot 6, Block 85	116'	116' @ 50%	\$11,084.96		
6	Christopher A. & Mary E. Boyer	1736 Norman Avenue	Crete City Lots 23-24, Block 89	122'	122' @ 50%	\$11,658.32		
7	Concepcion & Maria Marrujo	1743 Main Avenue	Crete City Lots 1-4, Block 89	116'	116' @ 30% 116' @ 50%	\$17,736.40		
8	Robert A. & Judith R. Siedhoff	1734 Norman Avenue	Crete City Lots 18-22, Block 89	122'	122' @ 20% 122' @ 30%	\$11,658.32		
9	Concepcion Marrujo Galindo	1729 Main Avenue	Crete City Lots 5-7, Block 89	116'	116' @ 20%	\$4,433.52		
	TOTAL			476'		\$90,973.12		

ASSESSMENT CALCULATION

Crete – 18th Street

JEO – 200586.00

Assessed Costs

- 7" Concrete Paving @ \$57.50/SY
- Subgrade Prep @ \$9.00/SY
- Excavation/Embankment \$14,562.00 divided by 1,214 SY = \$12.00/SY
- 4" Concrete Sidewalk @ \$6/SF
- Overhead Factor @ 1.1685 (Engineer, Bond, Legal)

32' Wide Concrete Paving

32' = 3.5556 SY/Running Foot

$\$57.50 + \$9.00 + \$12.00 = \78.50

$\$78.50 \times 3.5556 \text{ SY} = \$279.11/\text{Running Foot}$

$\$279.11 \times 1.1685 = \$326.15/\text{Running Foot}$

$\$326.15 \text{ divided by } 2 = \$163.07/\text{Running Foot}$

4' Wide Sidewalk = 4 SF/Running Foot

$\$6 \times 4 = \$24/\text{Running Foot}$

$\$24 \times 1.1685 = \$28.04/\text{Running Foot}$

Total Combined Costs

$\$163.07/\text{Running Foot} + \$28.04/\text{Running Foot} = \$191.12/\text{Running Foot}$

Assessment @ 50% = \$95.56/Running Foot, First 44' back from 18th Street

Assessment @ 30% = \$57.34/Running Foot, Second 44' back from 18th Street

Assessment @ 20% = \$38.22/Running Foot, Third 44' back from 18th Street

Street Improvement Project 2021-2 – 19th Street – Norman Avenue to Main Avenue - \$179.26/Running Foot

No.	NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE (FEET)	ASSESSMENT RATE	PRELIMINARY ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE
1	Yitsy Hernandez-Afonso	1936 Norman Avenue	Crete City Lot 9 Block 74	122'	122' @ 20%	\$4,373.70		
2	City of Crete	1919 Main Avenue	Crete City Lot 4 & N ½ of Lot 5, Block 74	116'	116' @ 20% 50% of 116' @ 30%	\$7,277.84		
3	Edgar Andrade	1908 Norman Avenue	Crete City Lot 7-8, Block 74	122'	122' @ 30% 122' @ 50%	\$17,496.02		
4	Pedro Ortiz Lopez	1905 Main Avenue	Crete City S ½ of Lot 5 & All of Lot 6, Block 74	116'	50% of 116' @ 30% 116' @ 50%	\$13,516.32		
5	Gabriel Guiza Mendez	1848 Norman Avenue	Crete City W 113' of Lots 11-12, Block 85	113'	113' @ 50% 113' @ 30%	\$16,205.33		
6	Saline County		Crete City 9' Lots 11-12, Block 85	9'	9' @ 50% 9' @ 30%	\$1,290.69		
7	Lauren Parker	1845 Main Avenue	Crete City Lots 1-2, Block 85	116'	116' @ 30% 116' @ 50%	\$16,635.56		
8	James W. Wissenburg III	1820 Norman Avenue	Crete City Lots N ½ of Lot 8 & All of lots 9-10, Block 85	122'	122' @ 20%	\$4,373.70		
9	City of Crete	1835 Main Avenue	Crete City Lot 3, Block 85	116'	116' @ 20%	\$4,158.60		
	TOTAL			476'		\$85,327.76		

ASSESSMENT CALCULATION

Crete – 19th Street

JEO – 200586.00

Assessed Costs

- 7" Concrete Paving @ \$57.50/SY
- Subgrade Prep @ \$7.00/SY
- Excavation/Embankment \$10,260.00 divided by 1,237 SY = \$8.29/SY
- 4" Concrete Sidewalk @ \$6/SF
- Overhead Factor @ 1.1685 (Engineer, Bond, Legal)

32' Wide Concrete Paving

32' = 3.5556 SY/Running Foot

\$57.50 + \$7.00 + \$8.29 = \$72.79

\$72.79 x 3.5556 SY = \$258.81/Running Foot

\$258.81 x 1.1685 = \$302.42/Running Foot

\$302.42 divided by 2 = \$151.21/Running Foot

4' Wide Sidewalk = 4 SF/Running Foot

\$6 x 4 = \$24/Running Foot

\$24 x 1.1685 = \$28.04/Running Foot

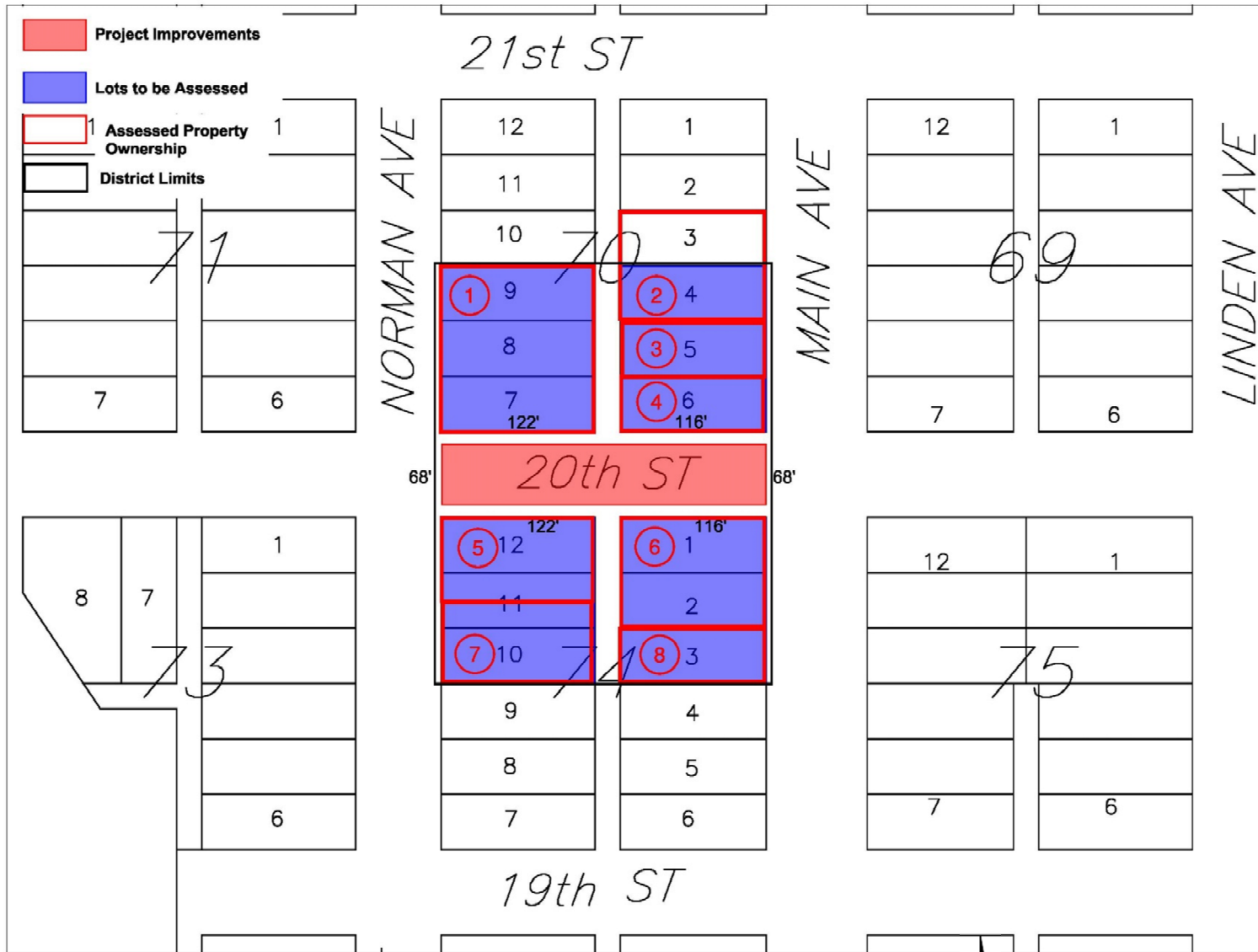
Total Combined Costs

\$151.21/Running Foot + \$28.04/Running Foot = \$179.26/Running Foot

Assessment @ 50% = \$89.63/Running Foot, First 44' back from 19th Street

Assessment @ 30% = \$53.78/Running Foot, Second 44' back from 19th Street

Assessment @ 20% = \$35.85/Running Foot, Third 44' back from 19th Street



STREET IMPROVEMENT PROJECT NO. 2021-3

STREETS TO BE IMPROVED



Street Improvement Project 2021-3 – 20th Street – Norman Avenue to Main Avenue - \$187.21/Running Foot

No.	NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE (FEET)	ASSESSMENT RATE	PRELIMINARY ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE
1	Christoper & Korene Dillon	142 West 20 th Street	Crete City Lots 7-10, Block 70	122'	122' @ 20% 122' @ 30% 122' @ 50%	\$22,839.62		
2	PBS Aircraft Co., Inc.	2023 Main Avenue	Crete City Lots 3-4, Block 70	116'	116' @ 20%	\$4,343.04		
3	PBS Aircraft Co., Inc.	2013 Main Avenue	Crete City Lot 5, Block 70	116'	116' @ 30%	\$6,514.56		
4	Ronald Dean Lawrence	2005 Main Avenue	Crete City Lot 6, Block 70	116'	116' @ 50%	\$10,858.76		
5	Dittmer & Dittmer, LLC.	1946 Norman Avenue	Crete City N ½ of Lot 11 & All of Lot 12, Block 74	122'	122' @ 50% 50% of 122' @ 30%	\$14,846.18		
6	Dittmer & Dittmer, LLC.	1945 Norman Avenue	Crete City Lots 1-2, Block 74	116'	116' @ 50% 116' @ 30%	\$17,373.32		
7	Danny Mai	1940 Norman Avenue	Crete City Lot 10 & S ½ of Lot 11, Block 74	122'	50% of 122' @ 30% 122' @ 20%	\$7,993.44		
8	Douglas S Wenz Revocable Trust	1935 Main Avenue	Crete City Lot 3, Block 74	116'	116' @ 20%	\$4,343.04		
	TOTAL			476'		\$89,111.96		

ASSESSMENT CALCULATION

Crete – 20th Street

JEO – 200586.00

Assessed Costs

- 7" Concrete Paving @ \$57.50/SY
- Subgrade Prep @ \$7.00/SY
- Excavation/Embankment \$14,740.00 divided by 1,216 SY = \$12.12/SY
- 4" Concrete Sidewalk @ \$6/SF
- Overhead Factor @ 1.1685 (Engineer, Bond, Legal)

32' Wide Concrete Paving

32' = 3.5556 SY/Running Foot

\$57.50 + \$7.00 + \$12.12 = \$76.62

\$76.62 x 3.5556 SY = \$272.43/Running Foot

\$272.43 x 1.1685 = \$318.33/Running Foot

\$318.33 divided by 2 = \$159.17/Running Foot

4' Wide Sidewalk = 4 SF/Running Foot

\$6 x 4 = \$24/Running Foot

\$24 x 1.1685 = \$28.04/Running Foot

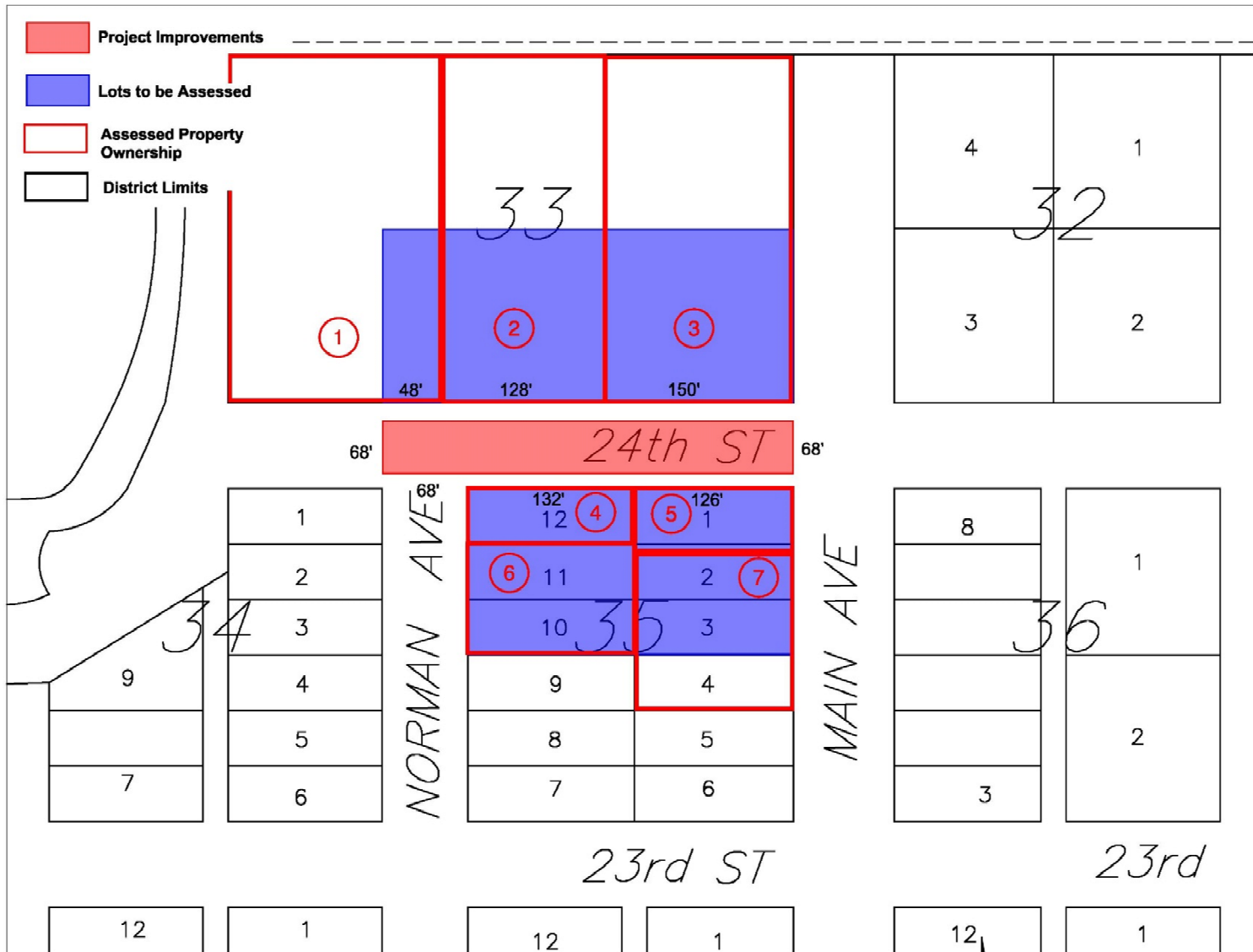
Total Combined Costs

\$159.17/Running Foot + \$28.04/Running Foot = \$187.21/Running Foot

Assessment @ 50% = \$93.61/Running Foot, First 44' back from 20th Street

Assessment @ 30% = \$56.16/Running Foot, Second 44' back from 20th Street

Assessment @ 20% = \$37.44/Running Foot, Third 44' back from 20th Street



STREET IMPROVEMENT PROJECT NO. 2021-4

STREETS TO BE IMPROVED



Street Improvement Project 2021-4 – 24th Street – Norman Avenue to Main Avenue - \$174.66/Running Foot

No.	NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE (FEET)	ASSESSMENT RATE	PRELIMINARY ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE
1	Connie Jo Zajicek	215 West 24 th Street	Crete City Lot 1 Except E. 278' & Pt. Par #3, Block 33	48'	48' @ 20% 48' @ 30% 48' @ 50%	\$8,383.68		
2	Dale E & Cindy L Strehle	115 West 24 th Street	Crete City West 128' of East 278' of Lot 1, Block 33	128'	128' @ 20% 128' @ 30% 128' @ 50%	\$22,356.48		
3	Arthur M Kubicek	2409 Main Avenue	Crete City East 150, of Lot 1, Block 33	150'	150' @ 20% 150' @ 30% 150' @ 50%	\$26,199.00		
4	Alba Aguado Lopez	2344 Norman Avenue	Crete City Lot 12, Block 35	132'	132' @ 50%	\$11,527.56		
5	Wenz Enterprises Inc.	2341 Main Avenue	Crete City All of Lot 1 & N 11' of Lot 2, Block 35	126'	126' @ 50% 25% of 126' @ 30%	\$12,654.18		
6	Guillermo Ortiz	2322 Norman Avenue	Crete City Lots 10-11, Block 35	132'	132' @ 30% 132' @ 20%	\$11,527.56		
7	Mary Phelps	2323 Main Avenue	Crete City S 33' of Lot 2 & All of Lots 3-4, Block 35	126'	75% of 126' @ 30% 126' @ 20%	\$9,352.98		
	TOTAL			584'		\$102,001.44		

ASSESSMENT CALCULATION

Crete – 24th Street

JEO – 200586.00

Assessed Costs

- 7" Concrete Paving @ \$57.50/SY
- Subgrade Prep @ \$6.00/SY
- Excavation/Embankment \$9,810.00 divided by 1,385 SY = \$7.08/SY
- 4" Concrete Sidewalk @ \$6/SF
- Overhead Factor @ 1.1685 (Engineer, Bond, Legal)

32' Wide Concrete Paving

32' = 3.5556 SY/Running Foot

\$57.50 + \$6.00 + \$7.08 = \$70.58

\$70.58 x 3.5556 SY = \$250.95/Running Foot

\$250.95 x 1.1685 = \$293.24/Running Foot

\$293.24 divided by 2 = \$146.62/Running Foot

4' Wide Sidewalk = 4 SF/Running Foot

\$6 x 4 = \$24/Running Foot

\$24 x 1.1685 = \$28.04/Running Foot

Total Combined Costs

\$146.62/Running Foot + \$28.04/Running Foot = \$174.66/Running Foot

Assessment @ 50% = \$87.33/Running Foot, First 44' back from 24th Street

Assessment @ 30% = \$52.40/Running Foot, Second 44' back from 24th Street

Assessment @ 20% = \$34.93/Running Foot, Third 44' back from 24th Street



STREET IMPROVEMENT PROJECT NO. 2021-5

STREETS TO BE IMPROVED



Street Improvement Project 2021-5 – Norman Avenue – 23rd Street to 24th Street - \$177.16/Running Foot

No.	NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE (FEET)	ASSESSMENT RATE	PRELIMINARY ASSESSMENT	ASSESSMENT PAID	ASSESSMENT BALANCE
1	Nohemi Pineda	2345 Norman Avenue	Crete City Lot 1 & N ½ of Lot 2, Block 34	66'	66' @ 20% 66' @ 30% 66' @ 50%	\$11,692.56		
2	Rogelio Lemus, Franco	2335 Norman Avenue	Crete City S ½ of Lot 2 & All of Lot 3, Block 34	66'	66' @ 20% 66' @ 30% 66' @ 50%	\$11,692.56		
3	Erika Umana Molina	2307 Norman Avenue	Crete City Lots 4-6 & 7-9, Block 34	132'	132' @ 20% 132' @ 30% 132' @ 50%	\$23,385.12		
4	Alba Aguado Lopez	2344 Norman Avenue	Crete City Lot 12, Block 35	44'	44' @ 20% 44' @ 30% 44' @ 50%	\$7,795.04		
5	Guillermo Ortiz	2322 Norman Avenue	Crete City Lots 10-11, Block 35	88'	88' @ 20% 88' @ 30% 88' @ 50%	\$15,590.08		
6	Gregorio Mendez Guiza	2306 Norman Avenue	Crete City Lots 7-9, Block 35	132'	132' @ 20% 132' @ 30% 132' @ 50%	\$23,385.12		
	TOTAL			528'		\$93,540.48		

ASSESSMENT CALCULATION

Crete – Norman Avenue

JEO – 200586.00

Assessed Costs

- 7" Concrete Paving @ \$57.50/SY
- Subgrade Prep @ \$8.00/SY
- Excavation/Embankment \$6,624.00 divided by 1,054 SY = \$6.28/SY
- 4" Concrete Sidewalk @ \$6/SF
- Overhead Factor @ 1.1685 (Engineer, Bond, Legal)

32' Wide Concrete Paving

32' = 3.5556 SY/Running Foot

$\$57.50 + \$8.00 + \$6.28 = \71.78

$\$71.78 \times 3.5556 \text{ SY} = \$255.22/\text{Running Foot}$

$\$255.22 \times 1.1685 = \$298.23/\text{Running Foot}$

$\$298.23 \text{ divided by } 2 = \$149.12/\text{Running Foot}$

4' Wide Sidewalk = 4 SF/Running Foot

$\$6 \times 4 = \$24/\text{Running Foot}$

$\$24 \times 1.1685 = \$28.04/\text{Running Foot}$

Total Combined Costs

$\$149.12/\text{Running Foot} + \$28.04/\text{Running Foot} = \$177.16/\text{Running Foot}$

Assessment @ 50% = \$88.58/Running Foot, First 44' back from Norman Avenue

Assessment @ 30% = \$53.15/Running Foot, Second 44' back from Norman Avenue

Assessment @ 20% = \$35.43/Running Foot, Third 44' back from Norman Avenue

RESOLUTION NO. 2023-23

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA EQUALIZING, LEVYING AND ASSESSING THE COSTS OF THE IMPROVEMENTS IN AND TO STREET IMPROVEMENT PROJECT NOS. 2021-1, 2, 3, 4 and 5; AND RELATED MATTERS.

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

Section 1. The Mayor and Council have heretofore designated the time and place for considering and levying assessments upon the property specially benefited by the improvements in Street Improvement Project Nos. 2021-1, 2, 3, 4 and 5 (collectively, the “**Projects**”) to pay the cost of constructing the same; notice of the time and place of holding the meeting for said purpose was duly given as provided by statute by publication in the Crete News, a legal newspaper published in this City in accordance with law, such publication being made once each week for at least two weeks before the date of this meeting; the Mayor and the Members of the Council have each personally inspected said street improvements and the real estate abutting on and adjacent thereto; the Mayor and Council have at this session heard all persons who desire to be heard in reference to the valuation of each lot to be assessed and the special benefits or damages thereto and have considered the advice of the engineers in charge of the construction and improvements.

Section 2. The Mayor and City Council further find and determine that the costs of the improvements constructed in each of the Projects are as follows:

<u>STREET IMPROVEMENT PROJECT NO.</u>	<u>GENERAL BENEFIT, STORM SEWERS & INTERSECTIONS</u>	<u>SPECIAL BENEFIT</u>	<u>TOTAL</u>
2021-1	\$86,549.00	\$90,973.12	\$177,522.12
2021-2	\$163,535.56	\$85,327.76	\$248,863.32
2021-3	\$101,542.53	\$89,111.96	\$190,654.49
2021-4	\$92,159.03	\$102,001.44	\$194,160.47
2021-5	\$104,464.82	\$93,540.48	\$198,005.30
TOTAL	\$548,250.94	\$460,954.76	\$1,009,205.70

The Mayor and Council further find and determine that no lot or parcel of land in any Project has been damaged by the construction of such improvements, and that the amount of benefits specially accruing to each lot and parcel of land in each Project by reason of the construction of said improvements exceeds the amount assessed against each lot or parcel of land to pay the cost of said improvements.

Section 3. There is hereby levied and assessed upon the several lots and parcels of land in each Project special assessments to pay the cost of constructing such improvements in the amount in dollars and cents set out in **Schedule 1** hereto attached, and which are made a part hereof by reference. The assessment upon each lot and parcel of land is not in excess of benefits thereto specially accruing from the construction of such improvements, and the special assessments have been apportioned among the several lots and parcels of land subject to assessments in proportion to the special benefits accruing to said lots and parcels of land respectively from such improvements.

Section 4. Such special assessments shall be a lien on the property on which they are levied from the date of passage of this Resolution and shall be certified by the Clerk to the City Treasurer for collection.

The Clerk shall also at the time provided by law cause such assessments or the portion thereof then remaining unpaid to be certified to the County Clerk of Saline County for entry upon the proper tax list. Such assessments shall be payable to the City Treasurer.

Section 5. Such special assessments above provided for shall become due in fifty (50) days after the date of the passage of this Resolution and may be paid within that time without interest, but if not paid, to bear interest thereafter at the rate of _____ percent (____%) per annum until delinquent; such assessments shall become delinquent in equal annual installments over a fifteen (15) year period. Delinquent installments shall bear interest at the rate provided by law until paid and shall be collected in the usual manner for the collection of taxes. A certified copy of said assessment schedule be filed by the Clerk with the City Treasurer and with the County Clerk of Saline County, Nebraska, as provided by law.

Approved this 21st day of November, 2023.

CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

RESOLUTION NO. 2023-24

RESOLUTION ESTABLISHING A TIME AND PLACE FOR THE HEARING TO LEVY ASSESSMENTS AGAINST CERTAIN REAL PROPERTY AT 1017 LINDEN AVE, CRETE, NEBRASKA FOR MONEY OWED TO THE CITY FOR ABATING NUISANCES

WHEREAS,

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Crete, Nebraska (the “City”) hereby find and determine as follows:

Section 2. The city conducted work to abate nuisances at 1017 Linden Ave, Crete, NE, property of James and Mabel Hogeland, currently occupied by Eric Hogeland.

Section 3. The abatement has been completed and are hereby accepted by the Mayor and Council.

Section 4. The cost of abating the nuisance totaled \$592.40 and has not been paid by the property owner or resident.

Section 5. The Mayor and Council shall hold a meeting at the City Hall in the City on the 19th day of December, 2023 at 6:00 p.m. for the purpose of sitting as a Board of Equalization and Assessment for special assessments on the property at 1017 Linden Ave. Notice of the time of holding such meeting and the purpose for which it is held shall be published in the Crete News, a legal newspaper of general circulation in the City, once each week for at least two weeks before the date of such meeting. The Clerk is directed to cause said notice to be published as provided by statute. The Clerk is also directed to mail a copy of said notice to all interested parties as required by law.

Approved this 21st of November, 2023.

CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

RESOLUTION NO. 2023-25

RESOLUTION ESTABLISHING A TIME AND PLACE FOR THE HEARING TO LEVY ASSESSMENTS AGAINST CERTAIN REAL PROPERTY AT 2340 FOREST AVE, CRETE, NEBRASKA FOR MONEY OWED TO THE CITY FOR ABATING NUISANCES

WHEREAS,

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Crete, Nebraska (the “**City**”) hereby find and determine as follows:

Section 2. The city conducted work to abate nuisances at 2340 Forest Ave, Crete, NE, property of James Meyers.

Section 3. The abatement has been completed and are hereby accepted by the Mayor and Council.

Section 4. The cost of abating the nuisance and mowing the property totaled \$13,650.00 and a balance of \$3,550.00 remains.

Section 5. The Mayor and Council shall hold a meeting at the City Hall in the City on the 19th day of December, 2023 at 6:00 p.m. for the purpose of sitting as a Board of Equalization and Assessment for special assessments on the property at 2340 Forest Ave. Notice of the time of holding such meeting and the purpose for which it is held shall be published in the Crete News, a legal newspaper of general circulation in the City, once each week for at least two weeks before the date of such meeting. The Clerk is directed to cause said notice to be published as provided by statute. The Clerk is also directed to mail a copy of said notice to all interested parties as required by law.

Approved this 21st of November, 2023.

CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

RESOLUTION NO. 2023-25

RESOLUTION ESTABLISHING A TIME AND PLACE FOR THE HEARING TO LEVY ASSESSMENTS AGAINST CERTAIN REAL PROPERTY AT 1025 LONGWOOD DRIVE, CRETE, NEBRASKA FOR MONEY OWED TO THE CITY FOR ABATING NUISANCES

WHEREAS,

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Crete, Nebraska (the “City”) hereby find and determine as follows:

Section 2. The city conducted work to abate nuisances at 1025 Longwood Dr, Crete, NE, property of William Austin.

Section 3. The abatement has been completed and are hereby accepted by the Mayor and Council.

Section 4. The cost of abating the nuisance and mowing the property totaled \$878.54 and has not been paid by the property owner.

Section 5. The Mayor and Council shall hold a meeting at the City Hall in the City on the 19th day of December, 2023 at 6:00 p.m. for the purpose of sitting as a Board of Equalization and Assessment for special assessments on the property at 1025 Longwood Dr. Notice of the time of holding such meeting and the purpose for which it is held shall be published in the Crete News, a legal newspaper of general circulation in the City, once each week for at least two weeks before the date of such meeting. The Clerk is directed to cause said notice to be published as provided by statute. The Clerk is also directed to mail a copy of said notice to all interested parties as required by law.

Approved this 21st of November, 2023.

CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

CHANGE ORDER NO.: 3

Owner: **City of Crete, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **220169.00**
 Contractor: **Constructors, Inc.** Contractor's Project No.:
 Project: **2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)**
 Contract Name: **2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)**
 Date Issued: **11/9/2023** Effective Date of Change Order: **11/9/2023**

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

Description:

Quantity changes for the adjustments to the storm sewer layout at 18th and Oak intersection, modular block retaining wall at 21st and Main, and adjustments for detectable warning panels with 5' sidewalk width

Attachments:

Change Order #3 Item Breakdown

Change in Contract Times

Change in Contract Price

Original Contract Price: \$ <u>1,905,856.85</u>	Original Contract Times: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>
Net change from previously approved Change Orders No. 1 to No. 2: \$ <u>62,180.34</u>	Net change from previously approved Change Orders 1 to No. 2: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>1,968,037.19</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>
Net change for this Change Order: \$ <u>853.56</u>	Net change for this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>1,968,890.75</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>

Recommended by Engineer (if required)

Authorized by Owner

By: 

Title: Project Manager

Date: 11/9/23

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 

Title: PROJECT MANAGER

Date: 11-9-23

EJCDC® C 941, Change Order.

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Application No.:	5	Application Date:	11/9/2023
Application Period:	From 9/25/2023	to	10/31/2023

1. Original Contract Price	\$	1,905,856.85
2. Net change by Change Orders	\$	63,033.90
3. Current Contract Price (Line 1 + Line 2)	\$	1,968,890.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,862,446.87
5. Retainage		
a. 5% X \$ 1,862,446.87 Work Completed =	\$	93,122.34
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	93,122.34
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,769,324.53
7. Less previous payments (Line 6 from prior application)	\$	1,214,197.25
8. Amount due this application	\$	555,127.28
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	199,566.22


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer
 By: 
 Title: Project Manager
 Date: 11/9/23

Approved by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency
 By: 
 Title: PROJECT MANAGER
 Date: 11/10/23

Approved by Funding Agency
 By: _____
 Title: _____
 Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.: 5 Application Period: From 09/25/23 to 10/31/23 Application Date: 11/09/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A – OAK AVENUE (SOUTH) & 18TH STREET (WEST) (SID 2022-06)											
1	Mobilization	1	LS	\$44,479.57	44,479.57	1.00	44,479.57		44,479.57	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	10	EA	\$3,922.27	39,222.70	10.00	39,222.70		39,222.70	100%	-
5	Remove Pavement	170	SY	\$10.84	1,842.80	170.00	1,842.80		1,842.80	100%	-
6	Remove Concrete Sidewalk	663	SF	\$3.01	1,995.63	663.00	1,995.63		1,995.63	100%	-
7	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00	1,806.94		1,806.94	100%	-
8	Remove Storm Sewer Pipe	173	LF	\$13.49	2,333.77	173.00	2,333.77		2,333.77	100%	-
9	Adjust Valve Box to Grade	4	EA	\$1,927.40	7,709.60	4.00	7,709.60		7,709.60	100%	-
10	Replace Curb Stop Box	1	EA	\$2,770.65	2,770.65	1.00	2,770.65		2,770.65	100%	-
11	Earthwork Measured in Embankment (Established Quantity)	750	CY	\$21.68	16,260.00	750.00	16,260.00		16,260.00	100%	-
12	7" Concrete Pavement	2,350	SY	\$66.87	157,144.50	2,350.00	157,144.50		157,144.50	100%	-
13	6" Concrete Driveway	119	SY	\$78.62	9,355.78	119.00	9,355.78		9,355.78	100%	-
14	4" Concrete Sidewalk	4,751	SF	\$8.49	40,335.99	4,751.00	40,335.99		40,335.99	100%	-
15	Detectable Warning Panels	56	SF	\$26.77	1,499.12	56.00	1,499.12		1,499.12	100%	-
16	Subgrade Preparation	2,350	SY	\$5.59	13,136.50	2,350.00	13,136.50		13,136.50	100%	-
17	Gravel Surface Course	2	TONS	\$68.97	137.94	2.00	137.94		137.94	100%	-
18	Concrete Header	2	EA	\$736.78	1,473.56	2.00	1,473.56		1,473.56	100%	-
19	Concrete Collar	1	EA	\$655.91	655.91	1.00	655.91		655.91	100%	-
20	Curb Inlet	3	EA	\$7,690.03	23,070.09	2.00	15,380.06		15,380.06	67%	7,690.03
21	Curb Inlet w/ Manhole	2	EA	\$8,819.32	17,638.64	2.00	17,638.64		17,638.64	100%	-
22	Storm Sewer Junction Box (4'x4')	1	EA	\$7,724.34	7,724.34		-		-	0%	7,724.34
23	18" RCP Flared End Section	1	EA	\$993.10	993.10	1.00	993.10		993.10	100%	-
24	15" PVC Pipe, SDR 35"	68	LF	\$59.11	4,019.48	68.00	4,019.48		4,019.48	100%	-
25	18" RCP, Class III	204	LF	\$62.15	12,678.60	141.00	8,763.15		8,763.15	69%	3,915.45
26	24" Round Equivalent (RE) RCP, Class III	6	LF	\$95.47	572.82	6.00	572.82		572.82	100%	-
27	Temporary Traffic Control Measures	1	LS	\$4,259.36	4,259.36	1.00	4,259.36		4,259.36	100%	-
28	Reset Sign and Post	2	EA	\$144.88	289.76		-		-	0%	289.76
29	6" Topsoil	2,350	SY	\$6.02	14,147.00		-		-	0%	14,147.00
30	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
31	Curb Inlet Sediment Filter	1	EA	\$175.72	175.72		-		-	0%	175.72
32	Hydro-Seeding, Fertilizer and Mulch	0.5	ACRE	\$27,801.96	13,900.98		-		-	0%	13,900.98
GROUP B – 18TH STREET (EAST) (SID 2022-02)											
1	Mobilization	1	LS	\$29,810.75	29,810.75	1.00	29,810.75		29,810.75	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	6	EA	\$3,922.27	23,533.62	6.00	23,533.62		23,533.62	100%	-
5	Remove Pavement	100	SY	\$10.84	1,084.00	100.00	1,084.00		1,084.00	100%	-
6	Remove Concrete Sidewalk	372	SF	\$3.01	1,119.72	372.00	1,119.72		1,119.72	100%	-
7	Remove Storm Sewer Pipe	55	LF	\$16.23	892.65	55.00	892.65		892.65	100%	-
8	Adjust Valve Box to Grade	3	EA	\$1,927.41	5,782.23	3.00	5,782.23		5,782.23	100%	-
9	Earthwork Measured in Embankment (Established Quantity)	250	CY	\$21.68	5,420.00	250.00	5,420.00		5,420.00	100%	-
10	7" Concrete Pavement	1,535	SY	\$67.44	103,520.40	1,535.00	103,520.40		103,520.40	100%	-
11	6" Concrete Driveway	188	SY	\$78.63	14,782.44	154.00	12,109.02		12,109.02	82%	2,673.42
12	4" Concrete Sidewalk	2,448	SF	\$8.81	21,566.88	2,448.00	21,566.88		21,566.88	100%	-
13	Modular Block Retaining Wall	55	SF	\$101.11	5,561.05	55.00	5,561.05		5,561.05	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.:		Application Period:		From	to	Application Date:					
5		09/25/23		09/25/23	10/31/23	11/09/23					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
14	Detectable Warning Panels	48	SF	\$36.49	1,751.52	48.00	1,751.52		1,751.52	100%	-
15	Subgrade Preparation	1,535	SY	\$5.59	8,580.65	1,535.00	8,580.65		8,580.65	100%	-
16	Gravel Surface Course	2	TONS	\$68.97	137.94	2.00	137.94		137.94	100%	-
17	Concrete Header	4	EA	\$429.79	1,719.16	4.00	1,719.16		1,719.16	100%	-
18	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
19	Reset Sign and Post	5	EA	\$145.02	725.10		-		-	0%	725.10
20	6" Topsoil	1,535	SY	\$6.02	9,240.70	1,535.00	9,240.70		9,240.70	100%	-
21	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
22	Curb Inlet Sediment Filter	1	EA	\$175.72	175.72	1.00	175.72		175.72	100%	-
23	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
GROUP C - LINDEN AVENUE (SID 2022-03)											
1	Mobilization	1	LS	\$29,340.47	29,340.47	1.00	29,340.47		29,340.47	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Remove Pavement	18	SY	\$10.84	195.12	18.00	195.12		195.12	100%	-
6	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00	1,806.94		1,806.94	100%	-
7	Remove Storm Sewer Pipe	5	LF	\$27.58	137.90	5.00	137.90		137.90	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	121	CY	\$31.23	3,778.83	121.00	3,778.83		3,778.83	100%	-
9	7" Concrete Pavement	939	SY	\$66.68	62,612.52	939.00	62,612.52		62,612.52	100%	-
10	4" Concrete Sidewalk	1,335	SF	\$7.26	9,692.10	1,335.00	9,692.10		9,692.10	100%	-
11	Modular Block Retaining Wall	10	SF	\$101.09	1,010.90		-		-	0%	1,010.90
12	Subgrade Preparation	939	SY	\$5.59	5,249.01	939.00	5,249.01		5,249.01	100%	-
13	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
14	6" Topsoil	939	SY	\$6.02	5,652.78	939.00	5,652.78		5,652.78	100%	-
15	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
16	Curb Inlet Sediment Filter	1	EA	\$174.90	174.90	1.00	174.90		174.90	100%	-
17	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
GROUP D - 21ST STREET (SID 2022-05)											
1	Mobilization	1	LS	\$29,202.59	29,202.59	1.00	29,202.59		29,202.59	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Remove Pavement	373	SY	\$10.84	4,043.32	373.00	4,043.32		4,043.32	100%	-
6	Remove Concrete Sidewalk	2,317	SF	\$3.01	6,974.17	2,317.00	6,974.17		6,974.17	100%	-
7	Adjust Valve Box to Grade	4	EA	\$1,927.40	7,709.60	4.00	7,709.60		7,709.60	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	69	CY	\$21.68	1,495.92	69.00	1,495.92		1,495.92	100%	-
9	7" Concrete Pavement	1,341	SY	\$69.01	92,542.41	1,341.00	92,542.41		92,542.41	100%	-
10	6" Concrete Driveway	50	SY	\$78.61	3,930.50	50.00	3,930.50		3,930.50	100%	-
11	4" Concrete Sidewalk	3,318	SF	\$10.42	34,573.56	3,318.00	34,573.56		34,573.56	100%	-
12	Detectable Warning Panels	112	SF	\$36.49	4,086.88	112.00	4,086.88		4,086.88	100%	-
13	Subgrade Preparation	1,341	SY	\$5.58	7,482.78	1,341.00	7,482.78		7,482.78	100%	-
14	Gravel Surface Course	2	TONS	\$68.97	137.94	2.00	137.94		137.94	100%	-
15	Concrete Header	2	EA	\$532.11	1,064.22	2.00	1,064.22		1,064.22	100%	-
16	Trench Drain	1	EA	\$4,336.00	4,336.00	1.00	4,336.00		4,336.00	100%	-
17	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
18	Reset Sign and Post	1	EA	\$145.65	145.65		-		-	0%	145.65
19	6" Topsoil	1,110	SY	\$6.02	6,682.20	1,110.00	6,682.20		6,682.20	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.: 5 Application Period: From 09/25/23 to 10/31/23 Application Date: 11/09/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
20	Silt Fence, High Porosity	100	LF	\$7.36	736.00					0%	736.00
21	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
GROUP E – KINGWOOD AVENUE (2022-04)											
1	Mobilization	1	LS	\$28,884.99	28,884.99	1.00	28,884.99		28,884.99	100%	-
2	Bonding and Insurance	1	LS	481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	1	EA	\$3,922.27	3,922.27	1.00	3,922.27		3,922.27	100%	-
5	Remove Concrete Sidewalk	23	SF	\$6.02	138.46	23.00	138.46		138.46	100%	-
6	Adjust Valve Box to Grade	2	EA	\$1,927.41	3,854.82	2.00	3,854.82		3,854.82	100%	-
7	Replace Curb Stop Box	1	EA	\$2,770.65	2,770.65	1.00	2,770.65		2,770.65	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	42	CY	\$21.68	910.56	42.00	910.56		910.56	100%	-
9	7" Concrete Pavement	924	SY	\$65.41	60,438.84	924.00	60,438.84		60,438.84	100%	-
10	4" Concrete Sidewalk	1,745	SF	\$9.76	17,031.20	1,745.00	17,031.20		17,031.20	100%	-
11	Detectable Warning Panels	40	SF	\$36.49	1,459.60	40.00	1,459.60		1,459.60	100%	-
12	Subgrade Preparation	924	SY	\$5.58	5,155.92	924.00	5,155.92		5,155.92	100%	-
13	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
14	6" Topsoil	924	SY	\$6.02	5,562.48	924.00	5,562.48		5,562.48	100%	-
15	Silt Fence, High Porosity	300	LF	\$7.36	2,208.00					0%	2,208.00
16	Curb Inlet Sediment Filter	2	EA	\$174.98	349.96	2.00	349.96		349.96	100%	-
17	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
GROUP F – OAK AVENUE (NORTH) (SID 2022-07)											
1	Mobilization	1	LS	\$29,880.87	29,880.87	1.00	29,880.87		29,880.87	100%	-
2	Bonding and Insurance	1	LS	481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Adjust Valve Box to Grade	3	EA	\$1,927.41	5,782.23	3.00	5,782.23		5,782.23	100%	-
6	Earthwork Measured in Embankment (Established Quantity)	97	CY	\$21.68	2,102.96	97.00	2,102.96		2,102.96	100%	-
7	7" Concrete Pavement	1,265	SY	\$68.14	86,197.10	1,265.00	86,197.10		86,197.10	100%	-
8	6" Concrete Driveway	42	SY	\$78.59	3,300.78	42.00	3,300.78		3,300.78	100%	-
9	4" Concrete Sidewalk	4,161	SF	\$9.28	38,614.08	4,161.00	38,614.08		38,614.08	100%	-
10	Detectable Warning Panels	80	SF	\$36.49	2,919.20	92.00	3,357.08		3,357.08	115%	(437.88)
11	Subgrade Preparation	1,265	SY	\$5.59	7,071.35	1,265.00	7,071.35		7,071.35	100%	-
12	Gravel Surface Course	1	TONS	\$69.95	69.95	1.00	69.95		69.95	100%	-
13	Concrete Header	1	EA	\$327.45	327.45	1.00	327.45		327.45	100%	-
14	Adjust Hydrant to Grade	1	EA	\$2,891.10	2,891.10					0%	2,891.10
15	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
16	Reset Sign and Post	2	EA	\$144.88	289.76					0%	289.76
17	6" Topsoil	1,265	SY	\$6.02	7,615.30					0%	7,615.30
18	Silt Fence, High Porosity	400	LF	\$7.36	2,944.00					0%	2,944.00
19	Curb Inlet Sediment Filter	3	EA	\$175.22	525.66					0%	525.66
20	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86					0%	6,950.86
GROUP G – 23RD STREET (WEST) (SID 2022-07)											
1	Mobilization	1	LS	\$41,531.98	41,531.98	1.00	41,531.98		41,531.98	100%	-
2	Bonding and Insurance	1	LS	481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	3	EA	\$3,922.27	11,766.81	3.00	11,766.81		11,766.81	100%	-
5	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00	1,806.94		1,806.94	100%	-
6	Remove Storm Sewer Pipe	15	LF	\$12.47	187.05	15.00	187.05		187.05	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Crete, Nebraska	Owner's Project No.: _____
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 220169.00
Contractor: Constructors, Inc.	Contractor's Project No.: 23-015
Project: 2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)	
Contract: 2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)	

Application No.: 5	Application Period: From 09/25/23 to 10/31/23	Application Date: 11/09/23									
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220169.00
Contractor:	Constructors, Inc.	Contractor's Project No.:	23-015
Project:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
Contract:	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.: 5 Application Period: From 09/25/23 to 10/31/23 Application Date: 11/09/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO #1	Addition of rubble removal on Kingwood, additional tree removal, and additional pavement removal	1.00	LS	\$ 52,980.34	52,980.34	1.00	52,980.34		52,980.34	100%	-
CO #2	Lump Sum for Irrigation and Landscaping at 21st and Main	1.00	LS	\$ 9,200.00	9,200.00	1.00	9,200.00		9,200.00	100%	-
CO #3	Quantity changes for the adjustments to the storm sewer layout at 18th and Oak, retaining wall at 21st and Main, adjusting DWP for sidewalk width	1.00	LS	\$ 853.56	853.56	1.00	853.56		853.56	100%	-
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Change Order Totals					\$ 63,033.90		\$ 63,033.90	\$ -	\$ 63,033.90	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 1,968,890.75		\$ 1,862,446.87	\$ -	\$ 1,862,446.87	95%	\$ 106,443.88

Report Criteria:
 Vendor: Vendor number = 1060

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE ACE HARDWARE (1060)								
CRETE ACE HARDWARE	1	Invoice	BLDG/GRND MAINT	10/16/2023	14.39		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG/GRND MAINT	10/16/2023	5.37		00/00	301-5330
Total CRETE ACE HARDWARE (1060):					19.76			
Grand Totals:					19.76			

Report GL Period Summary

GL Period	Amount
00/00	19.76
Grand Totals:	19.76

Vendor number hash: 2120
 Vendor number hash - split: 2120
 Total number of invoices: 2
 Total number of transactions: 2

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	19.76	.00	19.76
Grand Totals:	19.76	.00	19.76

These do not require any matching funds. These are:

\$1,000 - Internship Grant

The Nebraska Library Commission has made funding available to accredited Nebraska public libraries for internships through the 2024 Nebraska Library Internship Grant Program. This project is supported in part by the Institute of Museum and Library Services under the provisions of the Library Services and Technology Act as administered by the Nebraska Library Commission.

This internship program works to introduce high school and college students to the varied and exciting work of Nebraska libraries. The internships are intended to function as a recruitment tool, helping the student to view the library as a viable career opportunity while providing the public library with the finances (\$500 or \$1,000 per library or branch) to provide stipends to the student interns. In the past student interns have helped the libraries expand programs, complete projects, improve websites, and expand social media use, while bringing fresh ideas into the library.

\$2,500 - Youth Grants for Excellence

The program is designed to encourage creative thinking, risk-taking and new approaches to address problems and needs of children and young adults in your community. Grant awards enable youth librarians to begin needed programs and try projects which they have been unable to undertake. The grants also offer an opportunity to expand youth service capabilities in new and different directions. It is also expected that the funding will provide a foundation for ongoing rather than one-time services, which can be continued with community support or through a reallocation of library funds.

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ORDINANCE NO. 2187

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE SALE OF REAL ESTATE OWNED BY THE CITY; TO DIRECT THE CONVEYANCE OF SUCH REAL ESTATE; AND TO PROVIDE NOTICE AND PUBLICATION OF THE SALE.

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

Section 1. That it is in the best interests of the City for the following described real estate to be sold and conveyed:

Lots Five (5), Six (6) , Seven (7) and Eight (8), Block Ninety-Nine (99), City of Crete, Saline County, Nebraska; except that part deeded to the state of Nebraska Department of Roads in Warranty Deed recorded November 13, 2000 in Book 294, Page 955 more particularly described as follows; Beginning at the Southeast Corner of said Lot Six (6); then Northerly, a distance of 26.82 meters (88.00 feet) to a point on the North line of said Lot Five (5); thence Westerly deflecting 090 Degrees, 00 Minutes, 00 Seconds Left, a distance of 1.52 meters (4.99 feet) along said line; thence Southerly deflecting 090 Degrees, 00 Minutes, 50 Seconds Left, a distance of 26.82 meters (88.00 feet) to a point on the South line of said Lot Six (6); thence Easterly deflecting 089 Degrees, 59 Minutes, 10 Seconds Left, a distance of 1.51 meters (4.97 feet) along said line to the Point of Beginning

Section 2. That the sale of said real estate shall be to Nerud Construction, LLC for an amount not less than Thirty-Four Thousand Nine Hundred Dollars (\$34,900.00) and under such terms and conditions as may be negotiated by the Mayor or his designee.

Section 3. That notice of the sale and the terms thereof shall be published for three consecutive weeks in a legal newspaper of general circulation in the City of Crete in order to afford the public such rights of remonstrance as are provided for by law.

Section 4. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

Section 5. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

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

PASSED AND ENACTED the 21st day of November 2023.

Mayor

ATTEST:

City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Crete
243 East 13th St.
Crete, NE 68333

Project: Project 2 of 2 East 22nd St
M226(266)
U0620C1005

Application No. 8
Period To: 8/11/2023
Contract Date: Mar-22

Distribution to:
Owner
Engineer
Contractor

From Contractor: General Excavating
6701 Cornhusker Hwy
Lincoln, NE. 68507

Engineer: Speece Lewis Engineers, Inc.
906 South 26th Street
Lincoln, NE 68510

CONTRACTORS APPLICATION FOR PAYMENT

1. Original Contract Sum.....	<u>\$842,112.80</u>
2. Net Change by Change Orders.....	<u>\$41,555.00</u>
3. Contract Sum to Date (line 1+2).....	<u>\$883,667.80</u>
4. Total Completed & Stored to Date.....	<u>\$850,369.40</u>
5. Retainage.....	<u>5.00% \$42,518.47</u>
6. Total Earned Less Retainage (Line 4 less line 5 total).....	<u>\$807,850.93</u>
7. Less Previous Certificates for Payment (Line 6 from prior Certificate)	<u>\$635,238.29</u>
8. Current Payment Due.....	<u>\$172,612.64</u>
9. Balance to Finish, Including Retainage.....	<u>\$75,816.87</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: [Signature]
By: [Signature] Date: 8/18/23

State of:
County of:
Subscribed and sworn to before
me this 18th day of August

Notary Public: Jill M. Beatty
My Commission Expires: May 13, 2025

State of Nebraska – General Notary
JILL M BEATTY
My Commission Expires
May 13, 2025

Change Order Summary	Additions	Deductions
Total changes approved in previous Change Orders	\$41,555.00	\$0.00
Total approved this Change Order	\$0.00	\$0.00
Totals	\$41,555.00	\$0.00
Net Changes by Change Orders	\$41,555.00	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer Certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$172,612.64

Engineer: By: Monte Hobelman Date: 8/14/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





Project	Plan Cost	Cost This Period	Accumulated Cost	% Complete
M226 (266)	\$883,667.80	\$173,533.52	\$842,205.40	95.31%

PROJECT NAME: Project 2 of 2 East 22nd St
 PROJECT NO.: M226 (266)
 STRUCTURE NO.: U0620C1005

CONTRACTOR: General Excavating
 PAYMENT NO.: 8
 PERIOD ENDING: 8/11/23

Item No.	Item Description	Unit	Unit Cost	Plan Qty	Qty Placed/ Removed this Period	Accum. Qty	Plan Cost	Cost This Pay Period	Accumulated Cost	Overrun/ (Underrun)
Grading Items										
1.1	Site Preparation	LS	\$20,245.00	1.00	0.00	1.00	\$20,245.00	\$0.00	\$20,245.00	\$0.00
1.2	Excavation (Established Quantity)	CY	\$14.40	4,580.00	916.00	4,580.00	\$65,952.00	\$13,190.40	\$65,952.00	\$0.00
1.3	Water, Applied	MGAL	\$1.00	42.00	0.00	0.00	\$42.00	\$0.00	\$0.00	(\$42.00)
1.4	Covercrop Seeding	ACRE	\$375.00	1.00	0.00	0.00	\$375.00	\$0.00	\$0.00	(\$375.00)
1.5	Temporary Silt Fence	LF	\$4.30	200.00	0.00	0.00	\$860.00	\$0.00	\$0.00	(\$860.00)
1.6	Temporary Silt Check, Type Wattle	LF	\$4.30	500.00	0.00	250.00	\$2,150.00	\$0.00	\$1,075.00	(\$1,075.00)
1.7	Silt Checks, Type Wattle	LF	\$8.60	680.00	0.00	0.00	\$5,848.00	\$0.00	\$0.00	(\$5,848.00)
1.8	Erosion Control, Class 1D	SY	\$2.00	1,700.00	0.00	0.00	\$3,400.00	\$0.00	\$0.00	(\$3,400.00)
1.9	Sodding	SY	\$130.00	16.00	0.00	0.00	\$2,080.00	\$0.00	\$0.00	(\$2,080.00)
1.11	Temporary Erosion Control, Class 1D	SY	\$2.10	700.00	0.00	0.00	\$1,470.00	\$0.00	\$0.00	(\$1,470.00)
1.11	Rock Riprap, Type C	TN	\$121.00	120.00	0.00	128.75	\$14,520.00	\$0.00	\$15,578.75	\$1,058.75
1.12	Salvaging and Placing Topsoil on Riprap	SY	\$17.00	85.00	85.00	85.00	\$1,445.00	\$1,445.00	\$1,445.00	\$0.00
1.13	Adjust Valve Box to Grade	LS	\$300.00	3.00	3.00	3.00	\$900.00	\$900.00	\$900.00	\$0.00
1.14	Remove Driveway	SY	\$13.00	67.00	0.00	67.52	\$871.00	\$0.00	\$877.76	\$6.76
1.15	Remove Pavement	SY	\$11.00	314.00	0.00	337.77	\$3,454.00	\$0.00	\$3,715.47	\$261.47
1.16	Remove Existing Structure	EA	\$11,300.00	1.00	0.00	1.00	\$11,300.00	\$0.00	\$11,300.00	\$0.00
1.17	Remove Block Retaining Wall	EA	\$1,800.00	1.00	0.00	1.00	\$1,800.00	\$0.00	\$1,800.00	\$0.00
1.18	Mobilization	LS	\$23,800.00	1.00	0.00	0.58	\$23,800.00	\$0.00	\$13,804.00	(\$9,996.00)
1.19	Remove Manhole	EA	\$830.00	3.00	0.00	4.00	\$2,490.00	\$0.00	\$3,320.00	\$830.00
Paving Items										
2.1	8" Class 47B-3500 Concrete Pavement	SY	\$91.00	978.00	1,048.88	1,048.88	\$88,998.00	\$95,448.08	\$95,448.08	\$6,450.08
2.2	4" Foundation Course	SY	\$19.00	978.00	1,048.88	1,048.88	\$18,582.00	\$19,928.72	\$19,928.72	\$1,346.72
2.3	Subgrade Preparation	SY	\$8.30	978.00	1,048.88	1,048.88	\$8,117.40	\$8,705.70	\$8,705.70	\$588.30
2.4	Earth Shoulder Construction	STA	\$420.00	5.50	0.00	0.00	\$2,310.00	\$0.00	\$0.00	(\$2,310.00)
2.5	Water, Applied	MGAL	\$1.00	4.00	0.00	0.00	\$4.00	\$0.00	\$0.00	(\$4.00)
2.6	6" Class 47B-3500 Concrete Driveway	SY	\$82.00	133.00	133.00	133.00	\$10,906.00	\$10,906.00	\$10,906.00	\$0.00
2.7	5" Class 47B-3000 Concrete Bikeway	SY	\$77.00	202.00	238.76	238.76	\$15,554.00	\$18,384.52	\$18,384.52	\$2,830.52
2.8	Adjust Manhole to Grade	EA	\$527.00	2.00	0.00	0.00	\$1,054.00	\$0.00	\$0.00	(\$1,054.00)
2.9	Crushed Rock Surface Course	TN	\$78.00	8.00	0.00	0.00	\$624.00	\$0.00	\$0.00	(\$624.00)
2.11	Sawing Pavement	LF	\$8.00	64.00	0.00	64.00	\$512.00	\$0.00	\$512.00	\$0.00
2.11	Mobilization	LS	\$3,600.00	1.00	1.00	1.00	\$3,600.00	\$3,600.00	\$3,600.00	\$0.00
Culvert Items										
3.1	Excavation for Pipe, Pipe Arch Culverts, and Headwalls	CY	\$36.00	80.00	19.00	80.00	\$2,880.00	\$684.00	\$2,880.00	\$0.00
3.2	18" Storm Sewer Pipe, Type 1	LF	\$60.00	36.00	0.00	37.00	\$2,160.00	\$0.00	\$2,220.00	\$60.00
3.3	24" Storm Sewer Pipe, Type 1	LF	\$76.00	114.00	35.00	96.50	\$8,664.00	\$2,660.00	\$7,334.00	(\$1,330.00)
3.4	Crushed Rock Base Course	TN	\$134.00	137.00	0.00	177.00	\$18,358.00	\$0.00	\$23,718.00	\$5,360.00
3.5	Class 47B-4000 Concrete for Box Culvert	CY	\$781.00	418.00	0.00	418.00	\$326,458.00	\$0.00	\$326,458.00	\$0.00
3.6	Reinforcing Steel for Box Culvert	LBS	\$1.74	64,445.00	0.00	64,445.00	\$112,134.30	\$0.00	\$112,134.30	\$0.00
3.7	Class 47B-3000 Concrete for Collars	CY	\$2,770.00	0.63	0.63	0.63	\$1,745.10	\$1,745.10	\$1,745.10	\$0.00
3.8	Reinforcing Steel for Collars	LBS	\$4.00	45.00	45.00	45.00	\$180.00	\$180.00	\$180.00	\$0.00
3.9	Pipe Railing Fence	LF	\$69.00	180.00	0.00	0.00	\$12,420.00	\$0.00	\$0.00	(\$12,420.00)
3.1	Mobilization	LS	\$17,700.00	1.00	0.00	1.00	\$17,700.00	\$0.00	\$17,700.00	\$0.00
3.11	Temporary Shoring	LS	\$22,500.00	1.00	0.00	1.00	\$22,500.00	\$0.00	\$22,500.00	\$0.00
General Items										
4.1	Rental of Loader, Fully Operated	HR	\$55.00	10.00	0.00	0.00	\$550.00	\$0.00	\$0.00	(\$550.00)
4.2	Rental of Dump Truck, Fully Operated	HR	\$90.00	10.00	0.00	0.00	\$900.00	\$0.00	\$0.00	(\$900.00)
4.3	Rental of Skid Loader, Fully Operated	HR	\$100.00	10.00	0.00	0.00	\$1,000.00	\$0.00	\$0.00	(\$1,000.00)
4.4	Rental of Crawler Mounted Hydraulic Excavator, Fully Operated	HR	\$120.00	10.00	0.00	0.00	\$1,200.00	\$0.00	\$0.00	(\$1,200.00)
Change Order Items										
CO 1-1	6" MJ Tee, Restrained	EA	\$980.00	2.00	1.00	2.00	\$1,960.00	\$980.00	\$1,960.00	\$0.00
CO 1-2	8" MJ Plug	EA	\$350.00	2.00	0.00	1.00	\$700.00	\$0.00	\$350.00	(\$350.00)
CO 1-3	6" MJ 90° Bend, Restrained	EA	\$660.00	2.00	0.00	2.00	\$1,320.00	\$0.00	\$1,320.00	\$0.00
CO 1-4	8" x 6" Reducer, MJ, Restrained	EA	\$680.00	2.00	0.00	2.00	\$1,360.00	\$0.00	\$1,360.00	\$0.00
CO 1-5	8" DR 18 PVC Watermain, RJ, Bored	LF	\$121.00	275.00	0.00	232.00	\$33,275.00	\$0.00	\$28,072.00	(\$5,203.00)
CO 1-6	6" Wet Tie-In	EA	\$2,940.00	1.00	1.00	1.00	\$2,940.00	\$2,940.00	\$2,940.00	\$0.00
							\$883,667.80	\$181,697.52	\$850,369.40	-\$33,298.40

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

And

CITY OF CRETE, NEBRASKA

NDEE PROJECT NO. D311654

DATED AS OF _____

DRAFT COPY FOR REVIEW.

PLEASE SEE EMAIL FOR MORE INFORMATION.

**ATTACHMENT E & ATTACHMENT F ARE NEEDED BEFORE
LOAN CAN BE SIGNED.**

**THIS DOCUMENT IS LOCKED, BUT COMMENTS CAN BE MADE USING
“REVIEW” RIBBON AND “NEW COMMENT” OPTIONS IN WORD.**

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF CRETE, NEBRASKA
PROJECT NO. D311654

This LOAN AGREEMENT with SRF Number D311654 (hereinafter "Loan Agreement") is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of Crete, Nebraska (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the federal Safe Drinking Water Act, including the Safe Drinking Water Amendments Act of 1996, and all amendment thereto (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.468 for Safe Drinking Water State Revolving Funds, on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Nebraska Revised State Statute (Neb. Rev. Stat.) §71 5318 empowers the Director of the NDEE to loan available funds in the Drinking Water Facilities Loan Fund (hereinafter "Fund") to borrowers pursuant to the Drinking Water State Revolving Fund Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Loan Fund; and

WHEREAS, the Nebraska Investment Finance Authority (hereinafter "NIFA") is authorized under the Act and Neb. Rev. Stat. §58 201 et seq. to issue revenue bonds for the purpose of financing projects as defined under the Act, including to provide funds for the NDEE to borrowers and satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue from time to time its Drinking Water State Revolving Loan Fund Revenue Bonds for the purpose of providing funds to the NDEE to loan to persons owning or operating Public Water Systems in Nebraska to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, the NDEE may from time to time enter into a pledge agreement with NIFA (hereinafter "Pledge Agreement"), pursuant to which the NDEE will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Drinking Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the Borrower is an "Owner" as defined in Neb. Rev. Stat. §71 5316(7); and

WHEREAS, the project to be financed under this Loan Agreement and described in Exhibit 1 (hereinafter "Project") is an eligible project under the Act; and

WHEREAS, the project costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Borrower is listed in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs; and

NOW, THEREFORE, for and in consideration of the award of this Loan Agreement by the NDEE, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth below:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

- (a) "Act" means the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §§71-5314 to 71-5327, as amended.
- (b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.
- (d) "Borrower" means the City of Crete, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.
- (e) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.
- (f) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- (g) "Drinking Water State Revolving Fund" or "DWSRF" means the Nebraska Drinking Water State Revolving Fund Act established pursuant to the Act and Regulations.
- (h) "Drinking Water System" means the structures, equipment, and processes to obtain source water, treat the source water, store water, distribute drinking water fit for human consumption, and dispose of any byproducts from the processes.
- (i) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.
- (j) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.

- (k) "Existing Revenue Obligation" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (l) "Federal Act" means the Safe Drinking Water Act, et seq. as amended.
- (m) "Fund" means the Drinking Water Facilities Loan Fund established pursuant to the Act.
- (n) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (o) "Indebtedness" means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.
- (p) "Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.
- (q) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (r) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (s) "Loan" means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.
- (t) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.
- (u) "Loan Amount" means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.
- (v) "Loan Finalization Date" means the date established by this Loan Agreement in which the Loan Amount is considered finalized and no further disbursement can be made outside of the Loan Agreement being amended.
- (w) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (x) "Loan Terms" means the terms as established by this Loan Agreement.
- (y) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81 1501 et seq., as amended.
- (z) "NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58 201 et seq., as amended.
- (aa) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

- (bb) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.
- (cc) "Project Costs" means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.
- (dd) "Public Water System" means a Public Water System, as defined in Neb. Rev. Stat. §71 5301(10a).
- (ee) "Regulations" means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.
- (ff) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (gg) "Revenue Obligation(s)" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (hh) "Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.
- (ii) "SEC Rule" means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.
- (jj) "State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.
- (kk) "System Revenues" means all revenues derived by the Borrower from the User Charge System.
- (ll) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.
- (mm) "User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction. This includes the fees and charges for the use and services furnished by or through the Public Water System, or if applicable, a Combined Utilities System, to the Borrower and as defined herein of this Loan Agreement. Revenues shall include, without limitation:
- (1) Receipts from all charges imposed upon users for service(s) provided; and
 - (2) Receipts from hookup fees, tap fees, capital facilities charges connected with the use or right to use the Public Water System, or, if applicable, right to use the Combined Utilities System, for any part thereof (specifically including the Project) whether any such receipts (as described herein of the definition of User Charge System of this Loan Agreement) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.
- (nn) "Wastewater Treatment Facility" or "Wastewater Treatment Works" means the structures, equipment, and processes required to treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDEE will loan an amount not to exceed three million seven hundred thousand dollars (\$3,700,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 35% of the eligible Project Costs, up to a ceiling of one million two hundred ninety-five thousand dollars (\$1,295,000).
- (3) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule prepared by the NDEE following disbursement of the full Loan Amount and Initiation of Operation.

The final actual amount of the Loan and any Loan Forgiveness may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.3% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.04. Administrative Fee. The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.3% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.05. Disbursement of Loan. Until the date of Loan Finalization, the Borrower may request disbursement of the loan pursuant to the following conditions:

- (a) Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.
- (b) Minimum Disbursement Percentage. The minimum amount of a disbursement request that is not a final request must be at least 5% of the total loan amount of this Loan Agreement or \$150,000, whichever is the lesser, or the NDEE may choose not to process the request.
- (c) Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.
- (d) The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.
- (e) The Borrower shall submit a draft of the operation and maintenance manual for the Project to the designated Engineering Section at NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the designated Engineering Section at NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.
- (f) If a request for disbursement is not received by the NDEE within eighteen (18) months from either the effective date of this Loan Agreement or the last disbursement request, the NDEE may finalize, close, or terminate this agreement pursuant to Section 6.12 of this Loan Agreement.

Section 2.06. Loan Payments.

- (a) Principal and Interest Payments. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan.

- (1) If the Borrower is receiving Loan Forgiveness, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
 - (2) If the Borrower is not receiving Loan Forgiveness, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
 - (3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.
- (c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.
- (d) Delinquent Payment Penalty and Penalty Interest. Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provisions of Article V of this Agreement.

Section 2.07. Project Schedule. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

- (a) Construction Start – July 2024
- (b) Substantial completion of construction – July 2025
- (c) Initiation of Operation – October 2025

Section 2.08. Disadvantaged Business Enterprises. The Borrower hereby agrees to the following:

- (a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, and, to the fullest reasonable extent possible, ensure that at least ten percent will be made available to Disadvantage Business Enterprises for the Project;
- (b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:
 - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources;

- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date;
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

Section 2.09. Borrower's Drinking Water Use Ordinances and User Charge Systems.

- (a) The Borrower agrees to obtain approval from the NDEE of its User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation.
- (b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Public Water System Ordinance or User Charge System without the consent of the NDEE during the term of the Loan Agreement; with the exceptions of the following changes:
 - (1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Public Water System Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the User Charge Systems have been pledged; or
 - (2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of Additional Revenue Obligations.

Section 2.10. Other Conditions and Terms.

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization of the construction agreement.
- (c) Initiation of Operation. The Engineering Section at the NDEE shall provide written notification to the NDEE of the date of Initiation of Operation of the Project. On failure of the Engineering Section to set an acceptable Initiation of Operation date the NDEE will look at the construction record or placement into service date and set the Initiation of Operation date.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.
- (e) Capacity Development. The Borrower agrees to maintain a system of records for annual review and reporting of technical, managerial, and financial capacity of the Public Water System to demonstrate

continued compliance with the requirements of the Nebraska Safe Drinking Water Act as provided under Nebraska Administrative Code, Title 179 – Public Water Systems, and the requirements of an operating permit, as issued by the NDEE. The Borrower agrees to make any necessary system changes to achieve an acceptable Public Water System Capacity Survey assessment; acceptable, as determined by the NDEE prior to final disbursement of loan proceeds, and to maintain that acceptable assessment level status during the period of repayment.

- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator pursuant to Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 2, Regulations Governing Public Water Supply Systems.
- (h) Site Title and Easements. The Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, *bona fide* options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractor's Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.
- (k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- (l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.
- (m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.
- (n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass-through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the

following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

(o) Wage Rate Requirements. Davis-Bacon prevailing wage requirements will apply to the construction, alteration, and repair of a public building or public work, or building or work carried out in whole or in part with assistance made available by this Loan Agreement. For wages that require a Davis-Bacon prevailing wage, the Borrower certifies compliance with the following:

(1) Obtaining a Wage Determination.

(i) Wage Determinations for Soliciting. The Borrower is responsible for and shall obtain the wage determinations for the locality of the project prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for the project (hereinafter "soliciting"). These wage determinations will be incorporated into solicitations and any subsequent contracts. Prime contract must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.

1. Monitoring for Current Wage Determinations During Solicitation Period. While the solicitation remains open, the Borrower shall monitor <https://sam.gov> weekly to ensure that the wage determinations contained in the solicitation remain current. The Borrower shall amend the solicitation if the Department of Labor issues a modification to the wage determinations more than ten (10) days prior to the closing date for the solicitation.

2. Monitoring for Current Wage Determinations After Closing Date. Unless extended in writing by the NDEE, if the Borrower does not award the contract within ninety (90) days of the closing date for the solicitation, the Borrower shall monitor <https://sam.gov> on a weekly basis for any modifications or supersedes the Department of Labor makes on the wage determinations contained in the solicitation and shall amend the solicitation.

(ii) Wage Determinations for Non-Published Solicitations. If the Borrower issues a task order, work assignment, or similar instrument to an existing contractor, or ordering instrument, rather than by publishing a solicitation, the Borrower shall insert the appropriate wage determinations from <https://sam.gov> into the ordering instrument.

(iii) Verification of Wage Determinations Inclusion. The Borrower shall review all contracts and subcontractors and verify that all contracts include the applicable wage determinations.

(iv) Issuance of Revised Wage Determinations. The Department of Labor may issue a revised wage determination applicable to a Borrower's contract after the award of a contract or the issuance of an ordering instrument if the Department of Labor determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the Department of Labor's wage determination retroactive to the beginning of the contract or ordering instrument by change order. All contractors must be compensated for any increases in wages resulting from the use of the Department of Labor's revised wage determination.

- (2) NDEE Federal Assurance Package. Before soliciting, The Borrower agrees to contact the NDEE for the most recent applicable NDEE Federal Assurance Package and to incorporate the package into the solicitation documents. If the Borrower has failed to incorporate the most recent applicable NDEE Federal Assurance Package, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the NDEE Federal Assurance Package by change order.
- (3) Contract and Subcontract Provisions. The Borrower shall insert in full for any contract entered into for the actual construction, alteration, and/or repair, including painting and decorating, of a public building or public work, or building, or work as defined by the NDEE, the required clauses as listed in most recent applicable NDEE Federal Assurance Package.
- (i) Unlisted Classifications. The Borrower shall require that any class of laborers or mechanics, including helpers, which is not listed in the applicable wage determination and which is to be employed under the contract shall be classified in conformance with the wage determinations in accordance with procedures established within the NDEE Federal Assurance Package.
 - (ii) Weekly Payroll Review and Certifications. The Borrower shall monitor, collect, and review weekly payrolls for each week in which any contract work is performed and provide written confirmation in a form satisfactory to the NDEE indicating whether or not the project is in compliance with the Davis-Bacon prevailing wage requirements.
 - (iii) Withholding Payments. The Borrower shall, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, withhold or cause to be withheld from a contractor under this Loan Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (4) Contract Provisions for Contracts in Excess of \$100,000. All contracts in an amount in excess of \$100,000 must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., as amended. The Borrower shall insert in full for any contract in excess of \$100,000 the required clauses as listed in the most recent applicable NDEE Federal Assurance Package. In addition:
- (i) Withholding Payments. The Borrower, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as determined by the NDEE.
 - (ii) Maintaining of Payroll and Records. The Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and

watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the NDEE, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Compliance Verification.

- (i) Interview Requirement. The Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages to verify that contractors and/or subcontractors are paying the appropriate wages. All interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of Standard Form 1445 are available from the EPA upon request.
- (ii) Interview Frequency. The Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon prevailing wage requirements posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wages. The Borrower shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) Interview Spot Checks. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wages posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wage. In addition, during the examinations the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv) Review of Apprentices and Trainees. The Borrower shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the Department of Labor, or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Section 2.10(o)(5)(ii through iii) of this Loan Agreement.

(6) Potential Violations. The Borrower must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the NDEE, EPA, and to the appropriate Department of Labor Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

- (p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

“The Municipality, its employees, sub-recipients under this award, and sub-recipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.”

- (q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of “Public Water Systems”, as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, et seq., as amended, which includes American Iron and Steel Act (AIS) requirements. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the American Iron and Steel Act and agrees to provide written certification of such compliance to the NDEE after construction completion.
- (r) State Cybersecurity. If the Borrower’s network or information system is connected to EPA networks for the purpose of transferring data using systems other than the Environmental Information Exchange Network, or EPA’s Central Data Exchange, the Borrower agrees that when collecting and managing environmental data for this Project, the Borrower will protect the data by following all applicable state law cybersecurity requirements. Prior to collecting, managing, or transferring any environmental data, the Borrower agrees to contact the EPA and the assigned EPA Project Officer, notifying the NDEE when they have done so, and work with the EPA to ensure that any connections between the Borrower’s network or information system and EPA networks used by the Borrower to transfer data under this Loan Agreement are secure.
- (s) Loan Finalization Date. This Loan Agreement will be considered finalized either upon the date the NDEE processes the final disbursement request by the Borrower or twelve (12) months following receipt of the written notification of the construction completion pursuant to Section 2.10(d) of this Loan Agreement, whichever occurs first.
- (t) Build America Buy America. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of Public Water Systems, as defined by the Federal Act, must be constructed pursuant to Public Law 117-58, 135 Stat. 429, 70901-70927, et seq., as amended, which includes Build America Buy America Act (hereinafter BABA) requirements. The Borrower agrees to be responsible for and to comply with all BABA conditions and requirements pursuant to the BABA Act and agrees to provide written certification of such compliance to the NDEE, or any party designated by the NDEE, after construction completion unless i) the Borrower has requested and obtained a waiver from the NDEE, or any party designated by the NDEE, pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or ii) all contributing Agencies to the Project that require BABA compliance have advised the Borrower in writing that BABA requirements are not applicable to the Project.

When applicable (e.g., unless eligible for a waiver, etc.), all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States per the following:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Borrower agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the NDEE, the EPA, or any party designated by the NDEE or EPA, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that: i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and ii) failure to comply with the applicable legal requirements and this Loan Agreement may result in a default hereunder subject to the conditions pursuant to Article V of this Loan Agreement and other remedial actions.

The BABA requirements do not supersede the American Iron and Steel requirement and both provisions still apply and work in conjunction.

- (u) Federal Flood Risk Management Standard (FFRMS). For the project noted in Exhibit 1, it must be at or above (i) the elevation and flood hazard area that result from using a climate-informed science approach that uses the best-available, actionable hydrologic and hydraulic data and methods that integrate current and future changes in flooding based on climate science. This approach will also include an emphasis on whether the action is a critical action as one of the factors to be considered when conducting the analysis; (ii) the elevation and flood hazard area that result from using the freeboard value, reached by adding an additional 2 feet to the base flood elevation for non-critical actions and by adding an additional three (3) feet to the base flood elevation for critical actions; (iii) the area subject to flooding by the 0.2% annual chance flood; or (iv) the elevation and flood hazard area that result from using any other method identified in an update to the FFRMS.

This does not apply if the project is not a substantial improvement (i.e. projects worth more than 50% of the market value or replacement costs of the facility), based on an NDEE approved opinion submitted by a licensed professional engineer per Section 2.10(a) of this Loan Agreement.

- (v) Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. The Borrower agrees to comply with the regulations of 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, and section 889 of Public Law 115-232. The Borrower shall prohibit procuring (enter into, extend, or renew contracts) or obtaining equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulations as specified by this section as a substantial or essential component of any system, or as critical technology as part of any system for the Project. This prohibition extends to Borrowers and their subrecipients (i.e. Consulting Engineers, contractors, etc.) that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list (<https://sam.gov/content/exclusions>).

ARTICLE III

REPRESENTATION AND COVENANTS OF THE BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

- (a) Organization and Authority.

- (1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.
- (2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and

maintain its Public Water System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

- (3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project, have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.
 - (4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.
- (b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Public Water System, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
 - (c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
 - (d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.
 - (e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
 - (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.
 - (g) Compliance with the Law. The Borrower:
 - (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

- (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.
- (h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:
 - (1) To finance or refinance a portion of the Project Costs; and
 - (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.
- (i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

- (a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the Drinking Water User Charge System as the dedicated source of revenue for the repayment of the Loan. The Borrower shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Borrower's Public Water System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Public Water System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of the NDEE on the revenues of the Borrower's Public Water System shall be on a parity with the lien on such revenue of the Borrower's outstanding Public Water System revenue bonds, if such bonds exist, and any additional revenue bonds hereafter issued on parity with such outstanding revenue bonds. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and the other for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of public water supply services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each user's demand or potential demand for service and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.
- (a) Performance Under Loan Agreement. The Borrower agrees:

- (1) They are in compliance with the following federal regulations and will be subject to:

- i. Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as amended;
 - ii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and
 - iii. Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.
 - (2) To comply with all applicable State and federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the federal crosscutting items set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and
 - (3) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.
- (b) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:
 - (1) To exercise its best efforts in accordance with prudent public water supply utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and
 - (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.
- (c) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:
 - (1) Counterparts of this Loan Agreement (as previously executed by parties hereto);
 - (2) Copies of the ordinances and/or resolutions of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;
 - (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;
 - (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;
 - (5) An executed certificate of the Borrower in the form of Attachment G hereto; and
 - (6) Such other certificates, documents, opinions, and information as the NDEE may require.
- (d) Operation and Maintenance of Public Water System. The Borrower agrees that it shall operate in accordance with Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 22, and ensure the following:
 - (1) At all times operate the properties of its Public Water System in an efficient manner; and
 - (2) Maintain its Public Water System, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.
- (e) Disposition of Public Water System. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of:

- (1) Supervening circumstances not anticipated by the Borrower at the time of the Loan;
- (2) Adverse circumstances beyond the control of the Borrower; or;
- (3) Obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Public Water System except on 90 days' prior written notice to the NDEE and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Public Water System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Public Water System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska, or any combination thereof, that has legal authority to own or operate the Public Water System.

Before any proposed disposition of the Public Water System can be made, the Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and, further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Loan Fund, nor shall it relieve the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement.

- (f) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Public Water System's Records (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.
- (g) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.
- (h) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Public Water System and

the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:

- (1) Principal and interest payment delinquencies on any Indebtedness;
 - (2) Non payment related defaults in agreements authorizing any Indebtedness;
 - (3) Rating changes on any Indebtedness;
 - (4) Adverse tax opinions or events affecting the tax exempt status of any Indebtedness; or
 - (5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.
- (i) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Public Water System as would be carried by similar sized municipal operators of Public Water System, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.
- (j) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.
- (k) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Public Water System, in accordance with the provisions of Sections 3.02(g) and 3.02(i) of this Loan Agreement, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment I, Other Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) The NDEE shall have approved said assignment in writing;

- (b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal authority to own or operate the Public Water System;
- (c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;
- (d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants and obligations under any Pledge Agreement as determined in writing by the NDEE;
- (e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Loan Fund; and
- (f) The Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with:
 - (1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in subparagraphs Section 4.02(b) and (c) above has been met; and
 - (2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in subparagraph Section 4.02(e) above has been met.

ARTICLE V

EVENTS OF DEFAULT AND NONCOMPLIANCE

Section 5.01. Event of Default. Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

Section 5.02. Notice of Default.

- (a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.
- (b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

Section 5.03. Remedies on Default.

- (a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or

agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).

- (b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.04. Expenses. Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

Section 5.05. Application of Moneys. Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied;

- (a) First, to pay administrative fees on the Loan as the same becomes due and payable;
- (b) Second, to pay interest on the Loan as the same becomes due and payable;
- (c) Third, to pay principal due and payable on the Loan;
- (d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 hereof; and
- (e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.08. Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction, or the operation of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE at the following addresses:

(a) BORROWER

City of Crete
243 East 13th Street
P.O. Box 86
Crete, NE 68333-0086
Phone: (402) 826-4313

(b) NDEE

Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement. The NDEE reserves the right to finalize and close, or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE's intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 6.13. Electronic Signature. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

- (a) Attachment F – Promissory Note of the CITY OF CRETE of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

Section 6.14. Effective Date. This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF CRETE, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____
(printed name)

By _____
(printed name)

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

(signature)
Title _____
Mayor

(signature)
Title _____
Director

Date _____

Date _____

INDEX OF ATTACHMENTS

Exhibit 1 -	Project Description
Attachment A -	Loan Repayment Schedule
Attachment B -	Project Costs and Projected Outlay Schedule
Attachment C -	Financial Analysis
Attachment D -	List of Federal Laws and Authorities
Attachment E -	Borrower's Counsel's Opinion
Attachment F -	Promissory Note
Attachment G -	Certificate
Attachment H -	Resolution
Attachment I -	Additional Documents

EXHIBIT 1

PROJECT DESCRIPTION

The project to be funded by this DWSRF financing is the construction of a new well, transmission main, and water main replacements in several locations. The project includes all related work, land testing, construction change orders, and engineering fees.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on June 15, 2026 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04;
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
 - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
 - b. End on the last repayment which must be paid no later than thirty (30) years from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
- (6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL: \$ 2,405,000 **INTEREST RATE (%): 0.30**
LOAN FORGIVENESS: \$ 1,295,000 **ADMIN FEE (%): 0.30**
TOTAL SRF ASSISTANCE: \$ 3,700,000 **TERM (YEARS): 30**

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
6/15/2026	\$ 2,405,000.00	\$ 38,336.67	\$ 3,607.50	\$ 3,607.50	\$ 45,551.67	\$ 2,366,663.33
12/15/2026	\$ 2,366,663.33	\$ 38,394.18	\$ 3,549.99	\$ 3,549.99	\$ 45,494.17	\$ 2,328,269.15
6/15/2027	\$ 2,328,269.15	\$ 38,451.77	\$ 3,492.40	\$ 3,492.40	\$ 45,436.57	\$ 2,289,817.39
12/15/2027	\$ 2,289,817.39	\$ 38,509.44	\$ 3,434.73	\$ 3,434.73	\$ 45,378.90	\$ 2,251,307.94
6/15/2028	\$ 2,251,307.94	\$ 38,567.21	\$ 3,376.96	\$ 3,376.96	\$ 45,321.13	\$ 2,212,740.73
12/15/2028	\$ 2,212,740.73	\$ 38,625.06	\$ 3,319.11	\$ 3,319.11	\$ 45,263.28	\$ 2,174,115.67
6/15/2029	\$ 2,174,115.67	\$ 38,683.00	\$ 3,261.17	\$ 3,261.17	\$ 45,205.34	\$ 2,135,432.68
12/15/2029	\$ 2,135,432.68	\$ 38,741.02	\$ 3,203.15	\$ 3,203.15	\$ 45,147.32	\$ 2,096,691.66
6/15/2030	\$ 2,096,691.66	\$ 38,799.13	\$ 3,145.04	\$ 3,145.04	\$ 45,089.21	\$ 2,057,892.52
12/15/2030	\$ 2,057,892.52	\$ 38,857.33	\$ 3,086.84	\$ 3,086.84	\$ 45,031.01	\$ 2,019,035.19
6/15/2031	\$ 2,019,035.19	\$ 38,915.62	\$ 3,028.55	\$ 3,028.55	\$ 44,972.72	\$ 1,980,119.57
12/15/2031	\$ 1,980,119.57	\$ 38,973.99	\$ 2,970.18	\$ 2,970.18	\$ 44,914.35	\$ 1,941,145.58
6/15/2032	\$ 1,941,145.58	\$ 39,032.45	\$ 2,911.72	\$ 2,911.72	\$ 44,855.89	\$ 1,902,113.13
12/15/2032	\$ 1,902,113.13	\$ 39,091.00	\$ 2,853.17	\$ 2,853.17	\$ 44,797.34	\$ 1,863,022.13
6/15/2033	\$ 1,863,022.13	\$ 39,149.64	\$ 2,794.53	\$ 2,794.53	\$ 44,738.70	\$ 1,823,872.49
12/15/2033	\$ 1,823,872.49	\$ 39,208.36	\$ 2,735.81	\$ 2,735.81	\$ 44,679.98	\$ 1,784,664.13
6/15/2034	\$ 1,784,664.13	\$ 39,267.17	\$ 2,677.00	\$ 2,677.00	\$ 44,621.17	\$ 1,745,396.95
12/15/2034	\$ 1,745,396.95	\$ 39,326.08	\$ 2,618.10	\$ 2,618.10	\$ 44,562.27	\$ 1,706,070.88
6/15/2035	\$ 1,706,070.88	\$ 39,385.06	\$ 2,559.11	\$ 2,559.11	\$ 44,503.28	\$ 1,666,685.81
12/15/2035	\$ 1,666,685.81	\$ 39,444.14	\$ 2,500.03	\$ 2,500.03	\$ 44,444.20	\$ 1,627,241.67
6/15/2036	\$ 1,627,241.67	\$ 39,503.31	\$ 2,440.86	\$ 2,440.86	\$ 44,385.03	\$ 1,587,738.36
12/15/2036	\$ 1,587,738.36	\$ 39,562.56	\$ 2,381.61	\$ 2,381.61	\$ 44,325.78	\$ 1,548,175.80
6/15/2037	\$ 1,548,175.80	\$ 39,621.91	\$ 2,322.26	\$ 2,322.26	\$ 44,266.43	\$ 1,508,553.89
12/15/2037	\$ 1,508,553.89	\$ 39,681.34	\$ 2,262.83	\$ 2,262.83	\$ 44,207.00	\$ 1,468,872.55
6/15/2038	\$ 1,468,872.55	\$ 39,740.86	\$ 2,203.31	\$ 2,203.31	\$ 44,147.48	\$ 1,429,131.69
12/15/2038	\$ 1,429,131.69	\$ 39,800.47	\$ 2,143.70	\$ 2,143.70	\$ 44,087.87	\$ 1,389,331.22
6/15/2039	\$ 1,389,331.22	\$ 39,860.17	\$ 2,084.00	\$ 2,084.00	\$ 44,028.17	\$ 1,349,471.05
12/15/2039	\$ 1,349,471.05	\$ 39,919.96	\$ 2,024.21	\$ 2,024.21	\$ 43,968.38	\$ 1,309,551.08
6/15/2040	\$ 1,309,551.08	\$ 39,979.84	\$ 1,964.33	\$ 1,964.33	\$ 43,908.50	\$ 1,269,571.24
12/15/2040	\$ 1,269,571.24	\$ 40,039.81	\$ 1,904.36	\$ 1,904.36	\$ 43,848.53	\$ 1,229,531.42
6/15/2041	\$ 1,229,531.42	\$ 40,099.87	\$ 1,844.30	\$ 1,844.30	\$ 43,788.47	\$ 1,189,431.55
12/15/2041	\$ 1,189,431.55	\$ 40,160.02	\$ 1,784.15	\$ 1,784.15	\$ 43,728.32	\$ 1,149,271.53
6/15/2042	\$ 1,149,271.53	\$ 40,220.26	\$ 1,723.91	\$ 1,723.91	\$ 43,668.08	\$ 1,109,051.26
12/15/2042	\$ 1,109,051.26	\$ 40,280.59	\$ 1,663.58	\$ 1,663.58	\$ 43,607.75	\$ 1,068,770.67
6/15/2043	\$ 1,068,770.67	\$ 40,341.01	\$ 1,603.16	\$ 1,603.16	\$ 43,547.33	\$ 1,028,429.65
12/15/2043	\$ 1,028,429.65	\$ 40,401.53	\$ 1,542.64	\$ 1,542.64	\$ 43,486.82	\$ 988,028.13
6/15/2044	\$ 988,028.13	\$ 40,462.13	\$ 1,482.04	\$ 1,482.04	\$ 43,426.21	\$ 947,566.00
12/15/2044	\$ 947,566.00	\$ 40,522.82	\$ 1,421.35	\$ 1,421.35	\$ 43,365.52	\$ 907,043.18
6/15/2045	\$ 907,043.18	\$ 40,583.61	\$ 1,360.56	\$ 1,360.56	\$ 43,304.74	\$ 866,459.57
12/15/2045	\$ 866,459.57	\$ 40,644.48	\$ 1,299.69	\$ 1,299.69	\$ 43,243.86	\$ 825,815.09
6/15/2046	\$ 825,815.09	\$ 40,705.45	\$ 1,238.72	\$ 1,238.72	\$ 43,182.89	\$ 785,109.64
12/15/2046	\$ 785,109.64	\$ 40,766.51	\$ 1,177.66	\$ 1,177.66	\$ 43,121.84	\$ 744,343.14
6/15/2047	\$ 744,343.14	\$ 40,827.66	\$ 1,116.51	\$ 1,116.51	\$ 43,060.69	\$ 703,515.48
12/15/2047	\$ 703,515.48	\$ 40,888.90	\$ 1,055.27	\$ 1,055.27	\$ 42,999.44	\$ 662,626.58
6/15/2048	\$ 662,626.58	\$ 40,950.23	\$ 993.94	\$ 993.94	\$ 42,938.11	\$ 621,676.35
12/15/2048	\$ 621,676.35	\$ 41,011.66	\$ 932.51	\$ 932.51	\$ 42,876.69	\$ 580,664.70
6/15/2049	\$ 580,664.70	\$ 41,073.17	\$ 871.00	\$ 871.00	\$ 42,815.17	\$ 539,591.52
12/15/2049	\$ 539,591.52	\$ 41,134.78	\$ 809.39	\$ 809.39	\$ 42,753.56	\$ 498,456.74
6/15/2050	\$ 498,456.74	\$ 41,196.49	\$ 747.69	\$ 747.69	\$ 42,691.86	\$ 457,260.25
12/15/2050	\$ 457,260.25	\$ 41,258.28	\$ 685.89	\$ 685.89	\$ 42,630.06	\$ 416,001.97
6/15/2051	\$ 416,001.97	\$ 41,320.17	\$ 624.00	\$ 624.00	\$ 42,568.17	\$ 374,681.81
12/15/2051	\$ 374,681.81	\$ 41,382.15	\$ 562.02	\$ 562.02	\$ 42,506.19	\$ 333,299.66
6/15/2052	\$ 333,299.66	\$ 41,444.22	\$ 499.95	\$ 499.95	\$ 42,444.12	\$ 291,855.44
12/15/2052	\$ 291,855.44	\$ 41,506.39	\$ 437.78	\$ 437.78	\$ 42,381.95	\$ 250,349.05
6/15/2053	\$ 250,349.05	\$ 41,568.65	\$ 375.52	\$ 375.52	\$ 42,319.69	\$ 208,780.40
12/15/2053	\$ 208,780.40	\$ 41,631.00	\$ 313.17	\$ 313.17	\$ 42,257.34	\$ 167,149.40
6/15/2054	\$ 167,149.40	\$ 41,693.45	\$ 250.72	\$ 250.72	\$ 42,194.89	\$ 125,455.96
12/15/2054	\$ 125,455.96	\$ 41,755.99	\$ 188.18	\$ 188.18	\$ 42,132.35	\$ 83,699.97
6/15/2055	\$ 83,699.97	\$ 41,818.62	\$ 125.55	\$ 125.55	\$ 42,069.72	\$ 41,881.35
12/15/2055	\$ 41,881.35	\$ 41,881.35	\$ 62.82	\$ 62.82	\$ 42,006.99	\$ 0.00
TOTAL:	\$2,405,000	\$2,405,000	\$111,650.24	\$111,650.24	\$2,628,300.48	

ATTACHMENT B

PROJECT COSTS

<u>COST CLASSIFICATION</u>	<u>ESTIMATED TOTAL COST</u>
1) Administrative and legal expenses	\$ 18,142
2) Land, structures, right-of-ways, appraisals, etc.	\$ 54,426
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees	\$ 410,840
5) Project inspection fees	\$ 199,564
6) Site work, demolition and removal	\$ -
7) Construction	\$ 2,514,188
8) Equipment	\$ -
9) Miscellaneous	\$ -
10) SUBTOTAL (sum of lines 1-9)	\$ 3,197,160
11) Contingencies	\$ 502,840
12) SUBTOTAL (sum of lines 10-11)	\$ 3,700,000
Less project (program) income	
TOTAL PROJECT COSTS (line 12 minus 13)	\$ 3,700,000
<u>SOURCE OF FUNDS</u>	
NDEE DWSRF Loan (Principal)	\$ 2,405,000
NDEE DWSRF Loan Forgiveness	\$ 1,295,000
TOTAL PROJECT ASSISTANCE	\$ 3,700,000

Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.

OUTLAY SCHEDULE

	2023	2024	2025
	ESTIMATED OUTLAY	ESTIMATED OUTLAY	ESTIMATED OUTLAY
January	\$ -	\$ 20,000.00	\$ 200,000.00
February	\$ -	\$ 20,000.00	\$ 200,000.00
March	\$ -	\$ 20,000.00	\$ 200,000.00
April	\$ -	\$ 100,000.00	\$ 200,000.00
May	\$ -	\$ 80,000.00	\$ 400,000.00
June	\$ -	\$ 230,000.00	\$ 260,000.00
July	\$ -	\$ 230,000.00	\$ 200,000.00
August	\$ -	\$ 200,000.00	\$ 200,000.00
September	\$ -	\$ 150,000.00	\$ 200,000.00
October	\$ -	\$ 150,000.00	\$ 100,000.00
November	\$ -	\$ 150,000.00	\$ 40,000.00
December	\$ -	\$ 150,000.00	\$ -
ANNUAL TOTAL:	\$ -	\$ 1,500,000	\$ 2,200,000
TOTAL OUTLAY:	\$ -	\$ 1,500,000	\$ 3,700,000

ATTACHMENT C

FINANCIAL CAPABILITIES ANALYSIS

The City of Crete, NE has requested DWSRF funding assistance of \$3,700,000 to finance a new well, transmission main, and water main replacement in several locations. The City of Crete is eligible for up to 35% DWSRF Loan Forgiveness out of the SRF SFY2024 IUP Program.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports of the City of Crete for the years 2020 through 2022;
2. Water Pre-application for Federal/State Assistance; and
3. Miscellaneous correspondence from the City of Crete in project file.

Analysis of the Water Utility:

The City of Crete manages and operates a public water system and utilizes water user rates as their user charge system. Table 1 displays the City of Crete’s general gross profit of their revenue and expenses from the operation of their user charge system.

**Table 1
User Charge System Summary**

Year	Revenue (includes interest income)	Expenses (excludes depreciation)	Gross Profit (Loss) (Revenue minus Expenses)
2020	\$848,196	\$829,956	\$18,240
2021	\$850,886	\$882,825	(\$31,939)
2022	\$888,968	\$845,982	\$42,986

The City of Crete manages their water system utility which generates revenue by assessing use fees on the residents and businesses in Crete. The revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the utility. The water use revenues will be used to pay the debt service due to the proposed water utility loan. The water system utility ran an operating deficit in 2021 and an operating surplus in 2020 and 2022, as shown in Table 1.

As of 9/30/2022, the City of Crete had no existing long-term liabilities for the Water Fund.

The City is eligible for a 30-year DWSRF loan at a per annum interest rate of 0.3 percent plus an annual 0.3 percent administrative fee on the outstanding principal amount. The DWSRF offers loan funding assistance for a total amount of \$3,700,000 minus \$1,295,000 in loan forgiveness for a principal amount of \$2,405,000. An annual debt service of \$91,046, plus the DWSRF Loan Agreement required 10% coverage or \$9,104 for delinquency or loss of users, as shown in Table 2, totals \$100,150 for the first-year debt service, which includes the 10% coverage. Principal and interest repayments of SRF loans are protected by intercept statute Neb. Rev. Stat. §75-1503, which allows the Department to recover delinquent loan payments by intercepting state funds that are paid to the City of Crete.

Table 2
DWSRF Loan # D311654: \$3,700,000 Total Loan, less Loan Forgiveness of \$1,295,000, for a Total Principal Loan of \$2,405,000

DWSRF Loan Term (Years)	Interest Rate	Admin Fee	Estimated First Year Payment	First Year Payment + 10% Coverage
30	0.3%	0.3%	\$91,046	\$100,150

The revenues from the City of Crete's water system utility will be dedicated to repaying the loan. The number of users is estimated at 2,722 total connections. The current water user charge is a base charge of \$18.57 plus \$1.03 per 1,000 gallons used per month for residential customers. The estimated current monthly water bill for 5,000 gallons usage would be \$26.79. Based solely upon the projected users for the City, a user charge increase of \$3.07 per user, per month is recommended for proper debt coverage to service the SRF loan. The new average user rate is estimated to be \$26.79 per month, or \$321.43 annually. A final assessment of revenues and costs will be analyzed to determine the actual user charge adjustment as necessary.

The projected monthly water rate is \$26.79 per month, or \$321.43 annually. This projected household water rate total is 0.68% of the City of Crete's median household income of \$47,022 and is below EPA's 2.5% upper level of water rate affordability.

DRAFT

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Drinking Water State Revolving Loan Fund #FS - 997805

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; <https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Crete (the "Borrower"), of an Agreement for Loan No. D311654 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a City duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.
4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with

their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

For Borrower's Legal/Bond Counsel:

A Form of Opinion of Borrower's Counsel is required for this loan agreement. Attachment E is NDEE's recommended language and attestations with areas of blue to be changed. The letter should be on counsel's letterhead, if applicable, and must be signed by a counselor.

Signing of the letter can be done in one of two ways:

1) A signed letter is provided to the SRF Project Manager to insert and incorporate into the loan before document is electronically signed; or

2) Counsel can sign a prepared letter inserted into the loan agreement at the time of electronic signing. Please provide an unsigned letter to the SRF Project Manager to incorporate into the loan document, and the name and email of the signee. When the loan goes out for electronic signing, the NDEE Director will sign the document; the loan will then automatically be sent to the Borrower for signature. Once signed, the loan will then automatically be sent to the attorney/bond counsel for final review and approval via signature.

Any questions, please contact the SRF Project Manager.

ATTACHMENT F
PROMISSORY NOTE OF THE CITY OF CRETE, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:

NEBRASKA INVESTMENT FINANCE
AUTHORITY

By _____
(printed name)

By _____
(printed name)

Note For Borrower:

If there are no comments or corrections to be made to Attachment F: Promissory Note, please print page 34, sign, date, and seal (if applicable). Then mail in to:

Title _____
Nebraska Department of Environment & Energy
Date _____
ATTN: SRF PROGRAM – Steve McNulty
PO Box 98922
Lincoln, NE 68509-8922

Title _____
Director
Date _____

Please leave the second page of Attachment F blank. This page only needs to be completed if the Nebraska Investment Finance Authority (NIFA) is appointed as a Trustee to the project.

ATTACHMENT G

CERTIFICATE OF THE CITY OF CRETE

The following certifications are made in connection with the Agreement for Loan No. D311654 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of Crete, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used for the project identified in Exhibit 1 of this Loan Agreement and will be owned and operated by the Borrower. There will be no Agreements for the use of the facility or Project other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of _____.

City of Crete, Nebraska

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

Title _____

Mayor

Date _____

ATTACHMENT H

RESOLUTION _____

WHEREAS, the City of Crete, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the City; and

WHEREAS, the Mayor and City Board of Trustees have determined that portions of the City Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the City Public Water System may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of Crete, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska designated as Project No. D311654, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, _____, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska for the purpose of repairing and improving the City's Public Water System; and

BE IT FURTHER RESOLVED THAT _____, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of _____.

City of Crete, Nebraska

(signature)

Title _____ Mayor

Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____.

(signature)

Title _____ Clerk

ATTACHMENT I

ADDITIONAL DOCUMENTS

Attachment I.01 – Loan Forgiveness Form

DRAFT

Attachment I.01

LOAN FORGIVENESS AGREEMENT FORM

PART I

SRF LOAN FORGIVENESS AWARD

Pursuant to Neb. Rev. Stat. §71-5322(9) et. Seq., as amended, the NDEE hereby offers the following Loan Forgiveness to the Borrower for the project as established by this Loan Agreement:

- (1) Loan Forgiveness of up to 35% of eligible SRF project costs of this Loan Agreement, not to exceed one million two hundred ninety-five thousand dollars (\$1,295,000).

This Loan Forgiveness is offered concurrent with this Loan Agreements Funds. Eligibility for such funds is made in accordance with the Federal Act, the state Act, Regulations, and the annual Intended Use Plan.

PART II

LOAN FORGIVENESS CERTIFICATION

If the Borrower is receiving Loan Forgiveness Funds, the Borrower certifies that as a condition of receipt of state allocations under this Loan Agreement, the following information is accurate and the Borrower agrees to the following statements and stipulations:

- (1) The Borrower is not considered a privately owned entity;
- (2) The population at the time of the Loan Forgiveness award for the Borrower is equal to or less than ten thousand inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census;
- (3) Based on information from the applicable Intended Use Plan, the Borrower's population is estimated to be 7,099.
- (4) The Borrower has demonstrated serious financial hardship through the assessment and processes established in the related NDEE's State Fiscal Year's (SFY) Intended Use Plan;
- (5) The Borrower's Median Household Income (MHI) as listed in the NDEE's SFY's Intended Use Plan at the time of signing of this Loan Agreement is less than 120% of the State's MHI for that SFY.
- (6) The total amount of Loan Forgiveness cannot exceed 35% of eligible SRF project cost of this Loan Agreement and cannot exceed a maximum of \$1,295,000.

PART III

LOAN FORGIVENESS CONDITIONS

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Application and distribution of all Subsidies will be done pursuant to the terms as established by the Loan Agreement.
- (3) The total subsidy amount may be changed by the NDEE if the eligible project amount changes due to the project costs.

- (4) Violation or noncompliance of this Loan Agreement will result in annulment of all Loan Forgiveness and a demand that any disbursed Loan Forgiveness funds be returned to the State of Nebraska immediately.
- (5) If a Borrower receives any funding from any other funding source for costs paid for by this Loan Agreement, it will result in annulment of Loan Agreement Funds to the extent these costs are covered by the other funding. The Borrower will promptly notify the NDEE and promptly repay loan and Loan Forgiveness funds issued by the NDEE to the extent these costs are covered by the other funding.
- (6) Notice of annulment of any Loan Forgiveness shall be by registered mail, return receipt requested.
- (7) Additional changes to the Subsidies not specified in the stipulations herein shall be made through the amendment procedure as established by this Loan Agreement.

PART IV
ACCEPTANCE

In accepting this award, the Borrower agrees that:

- (1) The undersigned represents that they are duly authorized to act on behalf of the City of Crete, Nebraska;
- (2) The award is subject to the applicable provisions of §71-5322 et. seq., as amended, the Federal Act, and Regulations, and that acceptance of any payments constitutes an agreement by the Borrower that the amounts, if any, found by the state to have been overpaid, shall be refunded or credited in full to the State of Nebraska; and
- (3) If the Borrower receives funding from any source for any portion of the Project Costs for which a portion of the Loan Amount and Loan Forgiveness have been disbursed and is outstanding under this Loan Agreement, the recipient will notify the NDEE immediately and such portion of the Loan Amount and Loan Forgiveness amount shall become immediately due and payable.

IN WITNESS THEREOF, the parties hereto agree to the information and stipulations herein.

CITY OF CRETE, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____ <small>(signature)</small>	By _____ <small>(signature)</small>
Title _____ <small>Mayor</small>	Title _____ <small>Director</small>
Date _____	Date _____

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

Resolution 2023-27

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA, TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT FOR A LOAN BETWEEN THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY AND THE CITY OF CRETE, NEBRASKA.

WHEREAS, the City of Crete, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the City; and

WHEREAS, the Mayor and City Council have determined that portions of the City Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the City Public Water System may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Crete, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska designated as Project No. D311654, incorporated by reference into this Resolution as fully set forth; and

BE IT FURTHER RESOLVED THAT the Crete City Clerk shall be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the application.

PASSED AND APPROVED this 21st day of November, 2023

Mayor

Attest:

City Clerk

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

And

CITY OF CRETE, NEBRASKA

NDEE PROJECT NO. D311654

DATED AS OF _____

DRAFT COPY FOR REVIEW.

PLEASE SEE EMAIL FOR MORE INFORMATION.

**ATTACHMENT E & ATTACHMENT F ARE NEEDED BEFORE
LOAN CAN BE SIGNED.**

**THIS DOCUMENT IS LOCKED, BUT COMMENTS CAN BE MADE USING
“REVIEW” RIBBON AND “NEW COMMENT” OPTIONS IN WORD.**

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF CRETE, NEBRASKA
PROJECT NO. D311654

This LOAN AGREEMENT with SRF Number D311654 (hereinafter "Loan Agreement") is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of Crete, Nebraska (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the federal Safe Drinking Water Act, including the Safe Drinking Water Amendments Act of 1996, and all amendment thereto (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.468 for Safe Drinking Water State Revolving Funds, on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Nebraska Revised State Statute (Neb. Rev. Stat.) §71 5318 empowers the Director of the NDEE to loan available funds in the Drinking Water Facilities Loan Fund (hereinafter "Fund") to borrowers pursuant to the Drinking Water State Revolving Fund Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Loan Fund; and

WHEREAS, the Nebraska Investment Finance Authority (hereinafter "NIFA") is authorized under the Act and Neb. Rev. Stat. §58 201 et seq. to issue revenue bonds for the purpose of financing projects as defined under the Act, including to provide funds for the NDEE to borrowers and satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue from time to time its Drinking Water State Revolving Loan Fund Revenue Bonds for the purpose of providing funds to the NDEE to loan to persons owning or operating Public Water Systems in Nebraska to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, the NDEE may from time to time enter into a pledge agreement with NIFA (hereinafter "Pledge Agreement"), pursuant to which the NDEE will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Drinking Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the Borrower is an "Owner" as defined in Neb. Rev. Stat. §71 5316(7); and

WHEREAS, the project to be financed under this Loan Agreement and described in Exhibit 1 (hereinafter "Project") is an eligible project under the Act; and

WHEREAS, the project costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Borrower is listed in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs; and

NOW, THEREFORE, for and in consideration of the award of this Loan Agreement by the NDEE, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth below:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

- (a) "Act" means the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §§71-5314 to 71-5327, as amended.
- (b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.
- (d) "Borrower" means the City of Crete, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.
- (e) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.
- (f) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- (g) "Drinking Water State Revolving Fund" or "DWSRF" means the Nebraska Drinking Water State Revolving Fund Act established pursuant to the Act and Regulations.
- (h) "Drinking Water System" means the structures, equipment, and processes to obtain source water, treat the source water, store water, distribute drinking water fit for human consumption, and dispose of any byproducts from the processes.
- (i) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.
- (j) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.

- (k) "Existing Revenue Obligation" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (l) "Federal Act" means the Safe Drinking Water Act, et seq. as amended.
- (m) "Fund" means the Drinking Water Facilities Loan Fund established pursuant to the Act.
- (n) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (o) "Indebtedness" means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.
- (p) "Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.
- (q) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (r) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (s) "Loan" means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.
- (t) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.
- (u) "Loan Amount" means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.
- (v) "Loan Finalization Date" means the date established by this Loan Agreement in which the Loan Amount is considered finalized and no further disbursement can be made outside of the Loan Agreement being amended.
- (w) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (x) "Loan Terms" means the terms as established by this Loan Agreement.
- (y) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81 1501 et seq., as amended.
- (z) "NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58 201 et seq., as amended.
- (aa) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

- (bb) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.
- (cc) "Project Costs" means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.
- (dd) "Public Water System" means a Public Water System, as defined in Neb. Rev. Stat. §71 5301(10a).
- (ee) "Regulations" means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.
- (ff) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (gg) "Revenue Obligation(s)" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (hh) "Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.
- (ii) "SEC Rule" means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.
- (jj) "State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.
- (kk) "System Revenues" means all revenues derived by the Borrower from the User Charge System.
- (ll) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.
- (mm) "User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction. This includes the fees and charges for the use and services furnished by or through the Public Water System, or if applicable, a Combined Utilities System, to the Borrower and as defined herein of this Loan Agreement. Revenues shall include, without limitation:
- (1) Receipts from all charges imposed upon users for service(s) provided; and
 - (2) Receipts from hookup fees, tap fees, capital facilities charges connected with the use or right to use the Public Water System, or, if applicable, right to use the Combined Utilities System, for any part thereof (specifically including the Project) whether any such receipts (as described herein of the definition of User Charge System of this Loan Agreement) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.
- (nn) "Wastewater Treatment Facility" or "Wastewater Treatment Works" means the structures, equipment, and processes required to treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDEE will loan an amount not to exceed three million seven hundred thousand dollars (\$3,700,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 35% of the eligible Project Costs, up to a ceiling of one million two hundred ninety-five thousand dollars (\$1,295,000).
- (3) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated on the final Attachment A repayment schedule prepared by the NDEE following disbursement of the full Loan Amount and Initiation of Operation.

The final actual amount of the Loan and any Loan Forgiveness may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.3% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.04. Administrative Fee. The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.3% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.05. Disbursement of Loan. Until the date of Loan Finalization, the Borrower may request disbursement of the loan pursuant to the following conditions:

- (a) Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.
- (b) Minimum Disbursement Percentage. The minimum amount of a disbursement request that is not a final request must be at least 5% of the total loan amount of this Loan Agreement or \$150,000, whichever is the lesser, or the NDEE may choose not to process the request.
- (c) Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.
- (d) The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.
- (e) The Borrower shall submit a draft of the operation and maintenance manual for the Project to the designated Engineering Section at NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the designated Engineering Section at NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.
- (f) If a request for disbursement is not received by the NDEE within eighteen (18) months from either the effective date of this Loan Agreement or the last disbursement request, the NDEE may finalize, close, or terminate this agreement pursuant to Section 6.12 of this Loan Agreement.

Section 2.06. Loan Payments.

- (a) Principal and Interest Payments. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan.

- (1) If the Borrower is receiving Loan Forgiveness, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
 - (2) If the Borrower is not receiving Loan Forgiveness, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
 - (3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.
- (c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.
- (d) Delinquent Payment Penalty and Penalty Interest. Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provisions of Article V of this Agreement.

Section 2.07. Project Schedule. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

- (a) Construction Start – July 2024
- (b) Substantial completion of construction – July 2025
- (c) Initiation of Operation – October 2025

Section 2.08. Disadvantaged Business Enterprises. The Borrower hereby agrees to the following:

- (a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, and, to the fullest reasonable extent possible, ensure that at least ten percent will be made available to Disadvantage Business Enterprises for the Project;
- (b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:
 - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources;

- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date;
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

Section 2.09. Borrower's Drinking Water Use Ordinances and User Charge Systems.

- (a) The Borrower agrees to obtain approval from the NDEE of its User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation.
- (b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Public Water System Ordinance or User Charge System without the consent of the NDEE during the term of the Loan Agreement; with the exceptions of the following changes:
 - (1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Public Water System Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the User Charge Systems have been pledged; or
 - (2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of Additional Revenue Obligations.

Section 2.10. Other Conditions and Terms.

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization of the construction agreement.
- (c) Initiation of Operation. The Engineering Section at the NDEE shall provide written notification to the NDEE of the date of Initiation of Operation of the Project. On failure of the Engineering Section to set an acceptable Initiation of Operation date the NDEE will look at the construction record or placement into service date and set the Initiation of Operation date.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.
- (e) Capacity Development. The Borrower agrees to maintain a system of records for annual review and reporting of technical, managerial, and financial capacity of the Public Water System to demonstrate

continued compliance with the requirements of the Nebraska Safe Drinking Water Act as provided under Nebraska Administrative Code, Title 179 – Public Water Systems, and the requirements of an operating permit, as issued by the NDEE. The Borrower agrees to make any necessary system changes to achieve an acceptable Public Water System Capacity Survey assessment; acceptable, as determined by the NDEE prior to final disbursement of loan proceeds, and to maintain that acceptable assessment level status during the period of repayment.

- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator pursuant to Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 2, Regulations Governing Public Water Supply Systems.
- (h) Site Title and Easements. The Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, *bona fide* options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractor's Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.
- (k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- (l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.
- (m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.
- (n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass-through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the

following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

(o) Wage Rate Requirements. Davis-Bacon prevailing wage requirements will apply to the construction, alteration, and repair of a public building or public work, or building or work carried out in whole or in part with assistance made available by this Loan Agreement. For wages that require a Davis-Bacon prevailing wage, the Borrower certifies compliance with the following:

(1) Obtaining a Wage Determination.

(i) Wage Determinations for Soliciting. The Borrower is responsible for and shall obtain the wage determinations for the locality of the project prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for the project (hereinafter "soliciting"). These wage determinations will be incorporated into solicitations and any subsequent contracts. Prime contract must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.

1. Monitoring for Current Wage Determinations During Solicitation Period. While the solicitation remains open, the Borrower shall monitor <https://sam.gov> weekly to ensure that the wage determinations contained in the solicitation remain current. The Borrower shall amend the solicitation if the Department of Labor issues a modification to the wage determinations more than ten (10) days prior to the closing date for the solicitation.

2. Monitoring for Current Wage Determinations After Closing Date. Unless extended in writing by the NDEE, if the Borrower does not award the contract within ninety (90) days of the closing date for the solicitation, the Borrower shall monitor <https://sam.gov> on a weekly basis for any modifications or supersedes the Department of Labor makes on the wage determinations contained in the solicitation and shall amend the solicitation.

(ii) Wage Determinations for Non-Published Solicitations. If the Borrower issues a task order, work assignment, or similar instrument to an existing contractor, or ordering instrument, rather than by publishing a solicitation, the Borrower shall insert the appropriate wage determinations from <https://sam.gov> into the ordering instrument.

(iii) Verification of Wage Determinations Inclusion. The Borrower shall review all contracts and subcontractors and verify that all contracts include the applicable wage determinations.

(iv) Issuance of Revised Wage Determinations. The Department of Labor may issue a revised wage determination applicable to a Borrower's contract after the award of a contract or the issuance of an ordering instrument if the Department of Labor determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the Department of Labor's wage determination retroactive to the beginning of the contract or ordering instrument by change order. All contractors must be compensated for any increases in wages resulting from the use of the Department of Labor's revised wage determination.

- (2) NDEE Federal Assurance Package. Before soliciting, The Borrower agrees to contact the NDEE for the most recent applicable NDEE Federal Assurance Package and to incorporate the package into the solicitation documents. If the Borrower has failed to incorporate the most recent applicable NDEE Federal Assurance Package, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the NDEE Federal Assurance Package by change order.
- (3) Contract and Subcontract Provisions. The Borrower shall insert in full for any contract entered into for the actual construction, alteration, and/or repair, including painting and decorating, of a public building or public work, or building, or work as defined by the NDEE, the required clauses as listed in most recent applicable NDEE Federal Assurance Package.
- (i) Unlisted Classifications. The Borrower shall require that any class of laborers or mechanics, including helpers, which is not listed in the applicable wage determination and which is to be employed under the contract shall be classified in conformance with the wage determinations in accordance with procedures established within the NDEE Federal Assurance Package.
 - (ii) Weekly Payroll Review and Certifications. The Borrower shall monitor, collect, and review weekly payrolls for each week in which any contract work is performed and provide written confirmation in a form satisfactory to the NDEE indicating whether or not the project is in compliance with the Davis-Bacon prevailing wage requirements.
 - (iii) Withholding Payments. The Borrower shall, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, withhold or cause to be withheld from a contractor under this Loan Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (4) Contract Provisions for Contracts in Excess of \$100,000. All contracts in an amount in excess of \$100,000 must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., as amended. The Borrower shall insert in full for any contract in excess of \$100,000 the required clauses as listed in the most recent applicable NDEE Federal Assurance Package. In addition:
- (i) Withholding Payments. The Borrower, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as determined by the NDEE.
 - (ii) Maintaining of Payroll and Records. The Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and

watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the NDEE, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Compliance Verification.

- (i) Interview Requirement. The Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages to verify that contractors and/or subcontractors are paying the appropriate wages. All interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of Standard Form 1445 are available from the EPA upon request.
- (ii) Interview Frequency. The Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon prevailing wage requirements posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wages. The Borrower shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) Interview Spot Checks. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wages posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wage. In addition, during the examinations the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv) Review of Apprentices and Trainees. The Borrower shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the Department of Labor, or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Section 2.10(o)(5)(ii through iii) of this Loan Agreement.

(6) Potential Violations. The Borrower must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the NDEE, EPA, and to the appropriate Department of Labor Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

- (p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

“The Municipality, its employees, sub-recipients under this award, and sub-recipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.”

- (q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of “Public Water Systems”, as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, et seq., as amended, which includes American Iron and Steel Act (AIS) requirements. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the American Iron and Steel Act and agrees to provide written certification of such compliance to the NDEE after construction completion.
- (r) State Cybersecurity. If the Borrower’s network or information system is connected to EPA networks for the purpose of transferring data using systems other than the Environmental Information Exchange Network, or EPA’s Central Data Exchange, the Borrower agrees that when collecting and managing environmental data for this Project, the Borrower will protect the data by following all applicable state law cybersecurity requirements. Prior to collecting, managing, or transferring any environmental data, the Borrower agrees to contact the EPA and the assigned EPA Project Officer, notifying the NDEE when they have done so, and work with the EPA to ensure that any connections between the Borrower’s network or information system and EPA networks used by the Borrower to transfer data under this Loan Agreement are secure.
- (s) Loan Finalization Date. This Loan Agreement will be considered finalized either upon the date the NDEE processes the final disbursement request by the Borrower or twelve (12) months following receipt of the written notification of the construction completion pursuant to Section 2.10(d) of this Loan Agreement, whichever occurs first.
- (t) Build America Buy America. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of Public Water Systems, as defined by the Federal Act, must be constructed pursuant to Public Law 117-58, 135 Stat. 429, 70901-70927, et seq., as amended, which includes Build America Buy America Act (hereinafter BABA) requirements. The Borrower agrees to be responsible for and to comply with all BABA conditions and requirements pursuant to the BABA Act and agrees to provide written certification of such compliance to the NDEE, or any party designated by the NDEE, after construction completion unless i) the Borrower has requested and obtained a waiver from the NDEE, or any party designated by the NDEE, pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or ii) all contributing Agencies to the Project that require BABA compliance have advised the Borrower in writing that BABA requirements are not applicable to the Project.

When applicable (e.g., unless eligible for a waiver, etc.), all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States per the following:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Borrower agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the NDEE, the EPA, or any party designated by the NDEE or EPA, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that: i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and ii) failure to comply with the applicable legal requirements and this Loan Agreement may result in a default hereunder subject to the conditions pursuant to Article V of this Loan Agreement and other remedial actions.

The BABA requirements do not supersede the American Iron and Steel requirement and both provisions still apply and work in conjunction.

- (u) Federal Flood Risk Management Standard (FFRMS). For the project noted in Exhibit 1, it must be at or above (i) the elevation and flood hazard area that result from using a climate-informed science approach that uses the best-available, actionable hydrologic and hydraulic data and methods that integrate current and future changes in flooding based on climate science. This approach will also include an emphasis on whether the action is a critical action as one of the factors to be considered when conducting the analysis; (ii) the elevation and flood hazard area that result from using the freeboard value, reached by adding an additional 2 feet to the base flood elevation for non-critical actions and by adding an additional three (3) feet to the base flood elevation for critical actions; (iii) the area subject to flooding by the 0.2% annual chance flood; or (iv) the elevation and flood hazard area that result from using any other method identified in an update to the FFRMS.

This does not apply if the project is not a substantial improvement (i.e. projects worth more than 50% of the market value or replacement costs of the facility), based on an NDEE approved opinion submitted by a licensed professional engineer per Section 2.10(a) of this Loan Agreement.

- (v) Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. The Borrower agrees to comply with the regulations of 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, and section 889 of Public Law 115-232. The Borrower shall prohibit procuring (enter into, extend, or renew contracts) or obtaining equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulations as specified by this section as a substantial or essential component of any system, or as critical technology as part of any system for the Project. This prohibition extends to Borrowers and their subrecipients (i.e. Consulting Engineers, contractors, etc.) that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list (<https://sam.gov/content/exclusions>).

ARTICLE III

REPRESENTATION AND COVENANTS OF THE BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

- (a) Organization and Authority.

- (1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.
- (2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and

maintain its Public Water System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

- (3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project, have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.
 - (4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.
- (b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Public Water System, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
 - (c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
 - (d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.
 - (e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
 - (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.
 - (g) Compliance with the Law. The Borrower:
 - (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

- (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.
- (h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:
- (1) To finance or refinance a portion of the Project Costs; and
 - (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.
- (i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

- (a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the Drinking Water User Charge System as the dedicated source of revenue for the repayment of the Loan. The Borrower shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Borrower's Public Water System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Public Water System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of the NDEE on the revenues of the Borrower's Public Water System shall be on a parity with the lien on such revenue of the Borrower's outstanding Public Water System revenue bonds, if such bonds exist, and any additional revenue bonds hereafter issued on parity with such outstanding revenue bonds. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and the other for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of public water supply services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each user's demand or potential demand for service and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.
- (a) Performance Under Loan Agreement. The Borrower agrees:

- (1) They are in compliance with the following federal regulations and will be subject to:

- i. Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as amended;
 - ii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and
 - iii. Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.
 - (2) To comply with all applicable State and federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the federal crosscutting items set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and
 - (3) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.
- (b) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:
 - (1) To exercise its best efforts in accordance with prudent public water supply utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and
 - (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.
- (c) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:
 - (1) Counterparts of this Loan Agreement (as previously executed by parties hereto);
 - (2) Copies of the ordinances and/or resolutions of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;
 - (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;
 - (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;
 - (5) An executed certificate of the Borrower in the form of Attachment G hereto; and
 - (6) Such other certificates, documents, opinions, and information as the NDEE may require.
- (d) Operation and Maintenance of Public Water System. The Borrower agrees that it shall operate in accordance with Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 22, and ensure the following:
 - (1) At all times operate the properties of its Public Water System in an efficient manner; and
 - (2) Maintain its Public Water System, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.
- (e) Disposition of Public Water System. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of:

- (1) Supervening circumstances not anticipated by the Borrower at the time of the Loan;
- (2) Adverse circumstances beyond the control of the Borrower; or;
- (3) Obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Public Water System except on 90 days' prior written notice to the NDEE and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Public Water System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Public Water System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska, or any combination thereof, that has legal authority to own or operate the Public Water System.

Before any proposed disposition of the Public Water System can be made, the Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and, further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Loan Fund, nor shall it relieve the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement.

- (f) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Public Water System's Records (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.
- (g) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.
- (h) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Public Water System and

the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:

- (1) Principal and interest payment delinquencies on any Indebtedness;
 - (2) Non payment related defaults in agreements authorizing any Indebtedness;
 - (3) Rating changes on any Indebtedness;
 - (4) Adverse tax opinions or events affecting the tax exempt status of any Indebtedness; or
 - (5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.
- (i) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Public Water System as would be carried by similar sized municipal operators of Public Water System, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.
- (j) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.
- (k) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Public Water System, in accordance with the provisions of Sections 3.02(g) and 3.02(i) of this Loan Agreement, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment I, Other Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) The NDEE shall have approved said assignment in writing;

- (b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal authority to own or operate the Public Water System;
- (c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;
- (d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants and obligations under any Pledge Agreement as determined in writing by the NDEE;
- (e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Loan Fund; and
- (f) The Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with:
 - (1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in subparagraphs Section 4.02(b) and (c) above has been met; and
 - (2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in subparagraph Section 4.02(e) above has been met.

ARTICLE V

EVENTS OF DEFAULT AND NONCOMPLIANCE

Section 5.01. Event of Default. Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

Section 5.02. Notice of Default.

- (a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.
- (b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

Section 5.03. Remedies on Default.

- (a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or

agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).

- (b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.04. Expenses. Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

Section 5.05. Application of Moneys. Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied;

- (a) First, to pay administrative fees on the Loan as the same becomes due and payable;
- (b) Second, to pay interest on the Loan as the same becomes due and payable;
- (c) Third, to pay principal due and payable on the Loan;
- (d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 hereof; and
- (e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.08. Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction, or the operation of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE at the following addresses:

(a) BORROWER

City of Crete
243 East 13th Street
P.O. Box 86
Crete, NE 68333-0086
Phone: (402) 826-4313

(b) NDEE

Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement. The NDEE reserves the right to finalize and close, or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE’s intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 6.13. Electronic Signature. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

- (a) Attachment F – Promissory Note of the CITY OF CRETE of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

Section 6.14. Effective Date. This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF CRETE, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____
(printed name)

By _____
(printed name)

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

(signature)
Title _____
Mayor

(signature)
Title _____
Director

Date _____

Date _____

INDEX OF ATTACHMENTS

Exhibit 1 -	Project Description
Attachment A -	Loan Repayment Schedule
Attachment B -	Project Costs and Projected Outlay Schedule
Attachment C -	Financial Analysis
Attachment D -	List of Federal Laws and Authorities
Attachment E -	Borrower's Counsel's Opinion
Attachment F -	Promissory Note
Attachment G -	Certificate
Attachment H -	Resolution
Attachment I -	Additional Documents

EXHIBIT 1

PROJECT DESCRIPTION

The project to be funded by this DWSRF financing is the construction of a new well, transmission main, and water main replacements in several locations. The project includes all related work, land testing, construction change orders, and engineering fees.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on June 15, 2026 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04;
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
 - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
 - b. End on the last repayment which must be paid no later than thirty (30) years from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
- (6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL: \$ 2,405,000 **INTEREST RATE (%): 0.30**
LOAN FORGIVENESS: \$ 1,295,000 **ADMIN FEE (%): 0.30**
TOTAL SRF ASSISTANCE: \$ 3,700,000 **TERM (YEARS): 30**

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
6/15/2026	\$ 2,405,000.00	\$ 38,336.67	\$ 3,607.50	\$ 3,607.50	\$ 45,551.67	\$ 2,366,663.33
12/15/2026	\$ 2,366,663.33	\$ 38,394.18	\$ 3,549.99	\$ 3,549.99	\$ 45,494.17	\$ 2,328,269.15
6/15/2027	\$ 2,328,269.15	\$ 38,451.77	\$ 3,492.40	\$ 3,492.40	\$ 45,436.57	\$ 2,289,817.39
12/15/2027	\$ 2,289,817.39	\$ 38,509.44	\$ 3,434.73	\$ 3,434.73	\$ 45,378.90	\$ 2,251,307.94
6/15/2028	\$ 2,251,307.94	\$ 38,567.21	\$ 3,376.96	\$ 3,376.96	\$ 45,321.13	\$ 2,212,740.73
12/15/2028	\$ 2,212,740.73	\$ 38,625.06	\$ 3,319.11	\$ 3,319.11	\$ 45,263.28	\$ 2,174,115.67
6/15/2029	\$ 2,174,115.67	\$ 38,683.00	\$ 3,261.17	\$ 3,261.17	\$ 45,205.34	\$ 2,135,432.68
12/15/2029	\$ 2,135,432.68	\$ 38,741.02	\$ 3,203.15	\$ 3,203.15	\$ 45,147.32	\$ 2,096,691.66
6/15/2030	\$ 2,096,691.66	\$ 38,799.13	\$ 3,145.04	\$ 3,145.04	\$ 45,089.21	\$ 2,057,892.52
12/15/2030	\$ 2,057,892.52	\$ 38,857.33	\$ 3,086.84	\$ 3,086.84	\$ 45,031.01	\$ 2,019,035.19
6/15/2031	\$ 2,019,035.19	\$ 38,915.62	\$ 3,028.55	\$ 3,028.55	\$ 44,972.72	\$ 1,980,119.57
12/15/2031	\$ 1,980,119.57	\$ 38,973.99	\$ 2,970.18	\$ 2,970.18	\$ 44,914.35	\$ 1,941,145.58
6/15/2032	\$ 1,941,145.58	\$ 39,032.45	\$ 2,911.72	\$ 2,911.72	\$ 44,855.89	\$ 1,902,113.13
12/15/2032	\$ 1,902,113.13	\$ 39,091.00	\$ 2,853.17	\$ 2,853.17	\$ 44,797.34	\$ 1,863,022.13
6/15/2033	\$ 1,863,022.13	\$ 39,149.64	\$ 2,794.53	\$ 2,794.53	\$ 44,738.70	\$ 1,823,872.49
12/15/2033	\$ 1,823,872.49	\$ 39,208.36	\$ 2,735.81	\$ 2,735.81	\$ 44,679.98	\$ 1,784,664.13
6/15/2034	\$ 1,784,664.13	\$ 39,267.17	\$ 2,677.00	\$ 2,677.00	\$ 44,621.17	\$ 1,745,396.95
12/15/2034	\$ 1,745,396.95	\$ 39,326.08	\$ 2,618.10	\$ 2,618.10	\$ 44,562.27	\$ 1,706,070.88
6/15/2035	\$ 1,706,070.88	\$ 39,385.06	\$ 2,559.11	\$ 2,559.11	\$ 44,503.28	\$ 1,666,685.81
12/15/2035	\$ 1,666,685.81	\$ 39,444.14	\$ 2,500.03	\$ 2,500.03	\$ 44,444.20	\$ 1,627,241.67
6/15/2036	\$ 1,627,241.67	\$ 39,503.31	\$ 2,440.86	\$ 2,440.86	\$ 44,385.03	\$ 1,587,738.36
12/15/2036	\$ 1,587,738.36	\$ 39,562.56	\$ 2,381.61	\$ 2,381.61	\$ 44,325.78	\$ 1,548,175.80
6/15/2037	\$ 1,548,175.80	\$ 39,621.91	\$ 2,322.26	\$ 2,322.26	\$ 44,266.43	\$ 1,508,553.89
12/15/2037	\$ 1,508,553.89	\$ 39,681.34	\$ 2,262.83	\$ 2,262.83	\$ 44,207.00	\$ 1,468,872.55
6/15/2038	\$ 1,468,872.55	\$ 39,740.86	\$ 2,203.31	\$ 2,203.31	\$ 44,147.48	\$ 1,429,131.69
12/15/2038	\$ 1,429,131.69	\$ 39,800.47	\$ 2,143.70	\$ 2,143.70	\$ 44,087.87	\$ 1,389,331.22
6/15/2039	\$ 1,389,331.22	\$ 39,860.17	\$ 2,084.00	\$ 2,084.00	\$ 44,028.17	\$ 1,349,471.05
12/15/2039	\$ 1,349,471.05	\$ 39,919.96	\$ 2,024.21	\$ 2,024.21	\$ 43,968.38	\$ 1,309,551.08
6/15/2040	\$ 1,309,551.08	\$ 39,979.84	\$ 1,964.33	\$ 1,964.33	\$ 43,908.50	\$ 1,269,571.24
12/15/2040	\$ 1,269,571.24	\$ 40,039.81	\$ 1,904.36	\$ 1,904.36	\$ 43,848.53	\$ 1,229,531.42
6/15/2041	\$ 1,229,531.42	\$ 40,099.87	\$ 1,844.30	\$ 1,844.30	\$ 43,788.47	\$ 1,189,431.55
12/15/2041	\$ 1,189,431.55	\$ 40,160.02	\$ 1,784.15	\$ 1,784.15	\$ 43,728.32	\$ 1,149,271.53
6/15/2042	\$ 1,149,271.53	\$ 40,220.26	\$ 1,723.91	\$ 1,723.91	\$ 43,668.08	\$ 1,109,051.26
12/15/2042	\$ 1,109,051.26	\$ 40,280.59	\$ 1,663.58	\$ 1,663.58	\$ 43,607.75	\$ 1,068,770.67
6/15/2043	\$ 1,068,770.67	\$ 40,341.01	\$ 1,603.16	\$ 1,603.16	\$ 43,547.33	\$ 1,028,429.65
12/15/2043	\$ 1,028,429.65	\$ 40,401.53	\$ 1,542.64	\$ 1,542.64	\$ 43,486.82	\$ 988,028.13
6/15/2044	\$ 988,028.13	\$ 40,462.13	\$ 1,482.04	\$ 1,482.04	\$ 43,426.21	\$ 947,566.00
12/15/2044	\$ 947,566.00	\$ 40,522.82	\$ 1,421.35	\$ 1,421.35	\$ 43,365.52	\$ 907,043.18
6/15/2045	\$ 907,043.18	\$ 40,583.61	\$ 1,360.56	\$ 1,360.56	\$ 43,304.74	\$ 866,459.57
12/15/2045	\$ 866,459.57	\$ 40,644.48	\$ 1,299.69	\$ 1,299.69	\$ 43,243.86	\$ 825,815.09
6/15/2046	\$ 825,815.09	\$ 40,705.45	\$ 1,238.72	\$ 1,238.72	\$ 43,182.89	\$ 785,109.64
12/15/2046	\$ 785,109.64	\$ 40,766.51	\$ 1,177.66	\$ 1,177.66	\$ 43,121.84	\$ 744,343.14
6/15/2047	\$ 744,343.14	\$ 40,827.66	\$ 1,116.51	\$ 1,116.51	\$ 43,060.69	\$ 703,515.48
12/15/2047	\$ 703,515.48	\$ 40,888.90	\$ 1,055.27	\$ 1,055.27	\$ 42,999.44	\$ 662,626.58
6/15/2048	\$ 662,626.58	\$ 40,950.23	\$ 993.94	\$ 993.94	\$ 42,938.11	\$ 621,676.35
12/15/2048	\$ 621,676.35	\$ 41,011.66	\$ 932.51	\$ 932.51	\$ 42,876.69	\$ 580,664.70
6/15/2049	\$ 580,664.70	\$ 41,073.17	\$ 871.00	\$ 871.00	\$ 42,815.17	\$ 539,591.52
12/15/2049	\$ 539,591.52	\$ 41,134.78	\$ 809.39	\$ 809.39	\$ 42,753.56	\$ 498,456.74
6/15/2050	\$ 498,456.74	\$ 41,196.49	\$ 747.69	\$ 747.69	\$ 42,691.86	\$ 457,260.25
12/15/2050	\$ 457,260.25	\$ 41,258.28	\$ 685.89	\$ 685.89	\$ 42,630.06	\$ 416,001.97
6/15/2051	\$ 416,001.97	\$ 41,320.17	\$ 624.00	\$ 624.00	\$ 42,568.17	\$ 374,681.81
12/15/2051	\$ 374,681.81	\$ 41,382.15	\$ 562.02	\$ 562.02	\$ 42,506.19	\$ 333,299.66
6/15/2052	\$ 333,299.66	\$ 41,444.22	\$ 499.95	\$ 499.95	\$ 42,444.12	\$ 291,855.44
12/15/2052	\$ 291,855.44	\$ 41,506.39	\$ 437.78	\$ 437.78	\$ 42,381.95	\$ 250,349.05
6/15/2053	\$ 250,349.05	\$ 41,568.65	\$ 375.52	\$ 375.52	\$ 42,319.69	\$ 208,780.40
12/15/2053	\$ 208,780.40	\$ 41,631.00	\$ 313.17	\$ 313.17	\$ 42,257.34	\$ 167,149.40
6/15/2054	\$ 167,149.40	\$ 41,693.45	\$ 250.72	\$ 250.72	\$ 42,194.89	\$ 125,455.96
12/15/2054	\$ 125,455.96	\$ 41,755.99	\$ 188.18	\$ 188.18	\$ 42,132.35	\$ 83,699.97
6/15/2055	\$ 83,699.97	\$ 41,818.62	\$ 125.55	\$ 125.55	\$ 42,069.72	\$ 41,881.35
12/15/2055	\$ 41,881.35	\$ 41,881.35	\$ 62.82	\$ 62.82	\$ 42,006.99	\$ 0.00
TOTAL:	\$2,405,000	\$2,405,000	\$111,650.24	\$111,650.24	\$2,628,300.48	

ATTACHMENT B

PROJECT COSTS

<u>COST CLASSIFICATION</u>	<u>ESTIMATED TOTAL COST</u>
1) Administrative and legal expenses	\$ 18,142
2) Land, structures, right-of-ways, appraisals, etc.	\$ 54,426
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees	\$ 410,840
5) Project inspection fees	\$ 199,564
6) Site work, demolition and removal	\$ -
7) Construction	\$ 2,514,188
8) Equipment	\$ -
9) Miscellaneous	\$ -
10) SUBTOTAL (sum of lines 1-9)	\$ 3,197,160
11) Contingencies	\$ 502,840
12) SUBTOTAL (sum of lines 10-11)	\$ 3,700,000
Less project (program) income	
TOTAL PROJECT COSTS (line 12 minus 13)	\$ 3,700,000
<u>SOURCE OF FUNDS</u>	
NDEE DWSRF Loan (Principal)	\$ 2,405,000
NDEE DWSRF Loan Forgiveness	\$ 1,295,000
TOTAL PROJECT ASSISTANCE	\$ 3,700,000

Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.

OUTLAY SCHEDULE

	2023	2024	2025
	ESTIMATED OUTLAY	ESTIMATED OUTLAY	ESTIMATED OUTLAY
January	\$ -	\$ 20,000.00	\$ 200,000.00
February	\$ -	\$ 20,000.00	\$ 200,000.00
March	\$ -	\$ 20,000.00	\$ 200,000.00
April	\$ -	\$ 100,000.00	\$ 200,000.00
May	\$ -	\$ 80,000.00	\$ 400,000.00
June	\$ -	\$ 230,000.00	\$ 260,000.00
July	\$ -	\$ 230,000.00	\$ 200,000.00
August	\$ -	\$ 200,000.00	\$ 200,000.00
September	\$ -	\$ 150,000.00	\$ 200,000.00
October	\$ -	\$ 150,000.00	\$ 100,000.00
November	\$ -	\$ 150,000.00	\$ 40,000.00
December	\$ -	\$ 150,000.00	\$ -
ANNUAL TOTAL:	\$ -	\$ 1,500,000	\$ 2,200,000
TOTAL OUTLAY:	\$ -	\$ 1,500,000	\$ 3,700,000

ATTACHMENT C

FINANCIAL CAPABILITIES ANALYSIS

The City of Crete, NE has requested DWSRF funding assistance of \$3,700,000 to finance a new well, transmission main, and water main replacement in several locations. The City of Crete is eligible for up to 35% DWSRF Loan Forgiveness out of the SRF SFY2024 IUP Program.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports of the City of Crete for the years 2020 through 2022;
2. Water Pre-application for Federal/State Assistance; and
3. Miscellaneous correspondence from the City of Crete in project file.

Analysis of the Water Utility:

The City of Crete manages and operates a public water system and utilizes water user rates as their user charge system. Table 1 displays the City of Crete’s general gross profit of their revenue and expenses from the operation of their user charge system.

**Table 1
User Charge System Summary**

Year	Revenue (includes interest income)	Expenses (excludes depreciation)	Gross Profit (Loss) (Revenue minus Expenses)
2020	\$848,196	\$829,956	\$18,240
2021	\$850,886	\$882,825	(\$31,939)
2022	\$888,968	\$845,982	\$42,986

The City of Crete manages their water system utility which generates revenue by assessing use fees on the residents and businesses in Crete. The revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the utility. The water use revenues will be used to pay the debt service due to the proposed water utility loan. The water system utility ran an operating deficit in 2021 and an operating surplus in 2020 and 2022, as shown in Table 1.

As of 9/30/2022, the City of Crete had no existing long-term liabilities for the Water Fund.

The City is eligible for a 30-year DWSRF loan at a per annum interest rate of 0.3 percent plus an annual 0.3 percent administrative fee on the outstanding principal amount. The DWSRF offers loan funding assistance for a total amount of \$3,700,000 minus \$1,295,000 in loan forgiveness for a principal amount of \$2,405,000. An annual debt service of \$91,046, plus the DWSRF Loan Agreement required 10% coverage or \$9,104 for delinquency or loss of users, as shown in Table 2, totals \$100,150 for the first-year debt service, which includes the 10% coverage. Principal and interest repayments of SRF loans are protected by intercept statute Neb. Rev. Stat. §75-1503, which allows the Department to recover delinquent loan payments by intercepting state funds that are paid to the City of Crete.

Table 2
DWSRF Loan # D311654: \$3,700,000 Total Loan, less Loan Forgiveness of
\$1,295,000, for a Total Principal Loan of \$2,405,000

DWSRF Loan Term (Years)	Interest Rate	Admin Fee	Estimated First Year Payment	First Year Payment + 10% Coverage
30	0.3%	0.3%	\$91,046	\$100,150

The revenues from the City of Crete's water system utility will be dedicated to repaying the loan. The number of users is estimated at 2,722 total connections. The current water user charge is a base charge of \$18.57 plus \$1.03 per 1,000 gallons used per month for residential customers. The estimated current monthly water bill for 5,000 gallons usage would be \$26.79. Based solely upon the projected users for the City, a user charge increase of \$3.07 per user, per month is recommended for proper debt coverage to service the SRF loan. The new average user rate is estimated to be \$26.79 per month, or \$321.43 annually. A final assessment of revenues and costs will be analyzed to determine the actual user charge adjustment as necessary.

The projected monthly water rate is \$26.79 per month, or \$321.43 annually. This projected household water rate total is 0.68% of the City of Crete's median household income of \$47,022 and is below EPA's 2.5% upper level of water rate affordability.

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ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Drinking Water State Revolving Loan Fund #FS - 997805

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; <https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Crete (the "Borrower"), of an Agreement for Loan No. D311654 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a City duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.
4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with

their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

For Borrower's Legal/Bond Counsel:

A Form of Opinion of Borrower's Counsel is required for this loan agreement. Attachment E is NDEE's recommended language and attestations with areas of blue to be changed. The letter should be on counsel's letterhead, if applicable, and must be signed by a counselor.

Signing of the letter can be done in one of two ways:

1) A signed letter is provided to the SRF Project Manager to insert and incorporate into the loan before document is electronically signed; or

2) Counsel can sign a prepared letter inserted into the loan agreement at the time of electronic signing. Please provide an unsigned letter to the SRF Project Manager to incorporate into the loan document, and the name and email of the signee. When the loan goes out for electronic signing, the NDEE Director will sign the document; the loan will then automatically be sent to the Borrower for signature. Once signed, the loan will then automatically be sent to the attorney/bond counsel for final review and approval via signature.

Any questions, please contact the SRF Project Manager.

ATTACHMENT F
PROMISSORY NOTE OF THE CITY OF CRETE, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:

NEBRASKA INVESTMENT FINANCE
AUTHORITY

By _____
(printed name)

By _____
(printed name)

Note For Borrower:

If there are no comments or corrections to be made to Attachment F: Promissory Note, please print page 34, sign, date, and seal (if applicable). Then mail in to:

Title _____
Nebraska Department of Environment & Energy
Date _____
ATTN: SRF PROGRAM – Steve McNulty
PO Box 98922
Lincoln, NE 68509-8922

Title _____
Director
Date _____

Please leave the second page of Attachment F blank. This page only needs to be completed if the Nebraska Investment Finance Authority (NIFA) is appointed as a Trustee to the project.

ATTACHMENT G

CERTIFICATE OF THE CITY OF CRETE

The following certifications are made in connection with the Agreement for Loan No. D311654 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of Crete, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used for the project identified in Exhibit 1 of this Loan Agreement and will be owned and operated by the Borrower. There will be no Agreements for the use of the facility or Project other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of _____.

City of Crete, Nebraska

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

Title _____

(signature)
Mayor

Date _____

ATTACHMENT H

RESOLUTION _____

WHEREAS, the City of Crete, Nebraska recognizes that a properly functioning Public Water System is necessary to the health and welfare of the citizens of the City; and

WHEREAS, the Mayor and City Board of Trustees have determined that portions of the City Public Water System are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the City Public Water System may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of Crete, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska designated as Project No. D311654, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, _____, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska for the purpose of repairing and improving the City's Public Water System; and

BE IT FURTHER RESOLVED THAT _____, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of _____.

City of Crete, Nebraska

(signature)

Title _____ Mayor

Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____.

(signature)

Title _____ Clerk

ATTACHMENT I

ADDITIONAL DOCUMENTS

Attachment I.01 – Loan Forgiveness Form

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Attachment I.01

LOAN FORGIVENESS AGREEMENT FORM

PART I

SRF LOAN FORGIVENESS AWARD

Pursuant to Neb. Rev. Stat. §71-5322(9) et. Seq., as amended, the NDEE hereby offers the following Loan Forgiveness to the Borrower for the project as established by this Loan Agreement:

- (1) Loan Forgiveness of up to 35% of eligible SRF project costs of this Loan Agreement, not to exceed one million two hundred ninety-five thousand dollars (\$1,295,000).

This Loan Forgiveness is offered concurrent with this Loan Agreements Funds. Eligibility for such funds is made in accordance with the Federal Act, the state Act, Regulations, and the annual Intended Use Plan.

PART II

LOAN FORGIVENESS CERTIFICATION

If the Borrower is receiving Loan Forgiveness Funds, the Borrower certifies that as a condition of receipt of state allocations under this Loan Agreement, the following information is accurate and the Borrower agrees to the following statements and stipulations:

- (1) The Borrower is not considered a privately owned entity;
- (2) The population at the time of the Loan Forgiveness award for the Borrower is equal to or less than ten thousand inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census;
- (3) Based on information from the applicable Intended Use Plan, the Borrower's population is estimated to be 7,099.
- (4) The Borrower has demonstrated serious financial hardship through the assessment and processes established in the related NDEE's State Fiscal Year's (SFY) Intended Use Plan;
- (5) The Borrower's Median Household Income (MHI) as listed in the NDEE's SFY's Intended Use Plan at the time of signing of this Loan Agreement is less than 120% of the State's MHI for that SFY.
- (6) The total amount of Loan Forgiveness cannot exceed 35% of eligible SRF project cost of this Loan Agreement and cannot exceed a maximum of \$1,295,000.

PART III

LOAN FORGIVENESS CONDITIONS

- (1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.
- (2) Application and distribution of all Subsidies will be done pursuant to the terms as established by the Loan Agreement.
- (3) The total subsidy amount may be changed by the NDEE if the eligible project amount changes due to the project costs.

- (4) Violation or noncompliance of this Loan Agreement will result in annulment of all Loan Forgiveness and a demand that any disbursed Loan Forgiveness funds be returned to the State of Nebraska immediately.
- (5) If a Borrower receives any funding from any other funding source for costs paid for by this Loan Agreement, it will result in annulment of Loan Agreement Funds to the extent these costs are covered by the other funding. The Borrower will promptly notify the NDEE and promptly repay loan and Loan Forgiveness funds issued by the NDEE to the extent these costs are covered by the other funding.
- (6) Notice of annulment of any Loan Forgiveness shall be by registered mail, return receipt requested.
- (7) Additional changes to the Subsidies not specified in the stipulations herein shall be made through the amendment procedure as established by this Loan Agreement.

PART IV

ACCEPTANCE

In accepting this award, the Borrower agrees that:

- (1) The undersigned represents that they are duly authorized to act on behalf of the City of Crete, Nebraska;
- (2) The award is subject to the applicable provisions of §71-5322 et. seq., as amended, the Federal Act, and Regulations, and that acceptance of any payments constitutes an agreement by the Borrower that the amounts, if any, found by the state to have been overpaid, shall be refunded or credited in full to the State of Nebraska; and
- (3) If the Borrower receives funding from any source for any portion of the Project Costs for which a portion of the Loan Amount and Loan Forgiveness have been disbursed and is outstanding under this Loan Agreement, the recipient will notify the NDEE immediately and such portion of the Loan Amount and Loan Forgiveness amount shall become immediately due and payable.

IN WITNESS THEREOF, the parties hereto agree to the information and stipulations herein.

CITY OF CRETE, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____ <small>(signature)</small>	By _____ <small>(signature)</small>
Title _____ <small>Mayor</small>	Title _____ <small>Director</small>
Date _____	Date _____

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.