

**Crete City Council Regular Meeting**  
**Tuesday, December 5, 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 21, 2023 City Council Minutes
- 3.A.2. November 21, 2023 Public Safety Committee Minutes
- 3.A.3. November 21, 2023 Public Works Committee Minutes

**3.B. Accept the City Treasurer's Report**

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

**3.D. Approve the Downtown Revitalization Project Drawdown #5 in the amount of \$50,337.72.**

**3.E. Approve Norris Public Power District Invoice# 10922 for the amount of \$11,552.83.**

**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. Mayor's Appointment of Finance Director**

**4.B. Mayor's Appointment of City Clerk.**

**4.C. Mayor's Appointment of JEO Consulting Group as City Engineer through 2024.**

**4.D. Consider the resignation of City Clerk-Treasurer Jerry Wilcox.**

**4.E. Consider the Maintenance Agreement No. 57 between the Nebraska Department of Transportation and the Municipality of Crete.**

- 4.F. Consider enacting Ordinance No. 2188 Relating To The Vacation Of Streets Or Alleys; To Vacate Whittier Avenue North of Burlington Estates Plat.
- 4.G. Council review of City Administrator Tom Ourada representative vote on the Fourth Amended and Restated Articles of Incorporation.
- 4.H. Consider Ordinance No. 2189 Amending the Wage Scale on Street, Wastewater, and Water Operator, and Customer Service Rep and Cemetery Sexton.
- 4.I. Consider the Danko Emergency Equipment Co. Proposal for Fire Apparatus in the amount of \$146,485.00.
- 4.J. Consider Resolution 2023-28 Setting Public Hearing for the purchase of 1209 and 1211 Main Ave.
- 4.K. Consider Resolution 2023-29 setting a Public Hearing for the expansion and purchase of park facilities south Crete.
- 4.L. Consider enacting Ordinance No. 2190 Authorizing The Issue Of A Drinking Water Revenue Bond, Series 2023.
- 4.M. Consider entering the Nestle Agreement.
- 4.N. Consider a 3-way stop at 15th Street and Glenwood Ave.
- 4.O. Consider a paving district 15th Street Iris Avenue to Boswell Ave.
- 4.P. Consider the policy manual change on Street Operator response time from 20 minutes to 30 minutes.
- 4.Q. Discussion of acquisition of Norris customer conforming with NPRB regulations.
- 4.R. Consider the equipment rental rate.
- 4.S. Consider a grant application to the American Academy of Dermatology for \$8,000 in funds for the installation of a shade structure at Wildwood pool.
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**

- 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](http://www.crete.ne.gov).



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## CITY COUNCIL REGULAR MEETING

November 21<sup>st</sup>, 2023 at 6:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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

- 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**

**4.A. Public Hearing for Retail Liquor License from Carniceria San Fernando 228 East 13th Street, Crete, NE.**

Opened Public Hearing for Retail Liquor License from Carniceria San Fernando 228 East 13th Street, Crete, NE. 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 Public Hearing for Retail Liquor License from Carniceria San Fernando 228 East 13th Street, Crete, NE opened at 6:02 p.m. City Administrator Tom Ourada explained that this request for Liquor License for what everybody refers to as Rico's Tacos was prepared by Attorney Shaylene Smith and she measured to make sure there are no statutory conflicts from churches or schools. This item went to the Public Safety committee.

The Public Hearing closed at 6:04 p.m.

Closed Public Hearing for Retail Liquor License from Carniceria San Fernando 228 East 13th Street, Crete, NE. 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

Recommend to the Liquor Commission the Retail Liquor License from Carniceria San Fernando 228 East 13th Street, Crete, NE. 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.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.**

The Public Hearing opened at 6:04 p.m. City Administrator Tom Ourada stated that Mike Eckert with Civil Design Group, Inc. representing the developers was present. Eckert explained that in total there will be 35 new housing units in Crete. 18 of them will be attached single family homes and 13 single family homes. Eckert explained that on Iris since it is a very busy street they would like to build a fourplex. Each will be on individual lots so they can be sold individually and each will have their own entrance and exit. What they would like to do is change the zone from R2 to R3. Eckert explained that they will be vacating Longfellow Avenue and dedicating a park in the green

space.

Council member Anthony Fitzgerald asked if this could have all been avoided if Longfellow Avenue would have been moved. Eckert explained that they are vacating Longfellow Avenue and it will become part of the park. Ourada clarified that it is a sewer line that runs under Longfellow Avenue and it is cost prohibitive to move it.

Council member Tom Crisman asked about the price range of the fourplex units. Eckert explained that each unit in the fourplex will have a 2 car garage and 2 parking spaces in front of the garage.

Mayor Dave Bauer added that a discussion going on in Crete about what is affordable and what people want and what they can get. The developers are trying to make it as affordable as possible, but until they can get the final plat, they won't be able to know what that price is going to be at. Darcie Ross explained that they have a potential floor plan that they would like to use. Once they are granted approval, they will pay to have the official floor plans drawn up. Ross stated that their plan is to make them as affordable and nice as possible.

Open 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. 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

Closed 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. Carried with a motion by Tom Crisman 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.C. Consider the zoning request for College Park Addition block 15 lots 9-11 R2 changed to R-3.**

City Administrator Tom Ourada explained that this was taken by the Planning Commission at two meetings. At the first meeting there was a discussion and they set a hearing at that meeting there was not a consensus vote. At the meeting last night there was a consensus vote. There was discussion on this conforming with the Comprehensive Plan.

City Attorney Anna Burge stated that when they look at the requirements for the rezone of an area they look to see if it is connected to that zone and across the street there is this zone. The second thing to consider is if this is in compliance with our comprehensive plan and the goals for the City.

Approved the zoning request for College Park Addition block 15 lots 9-11 R2 changed to R-3. Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: No, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 5, No: 1

**4.D. Consider the variance for College Park Addition block 15 lots 9-11 R2 changed to R-3.**

City Administrator Tom Ourada stated that you can only consider a variance if the zoning has been changed. The variance is very specific to this particular application. The Planning Commission did not consider this. It is not within the Planning Commission's purview. This is only in the Board of Adjustments' purview or the City Council's purview. City Attorney Anna Burge explained that with a variance there are three questions that you need to ask yourself.

- 1.) Is this variance necessary given the circumstances of the location?
- 2.) Is it reasonable, does it seem like we should move forward with this?
- 3.) Is there any detriment to public health and safety or welfare of the community?

City Council member Anthony Fitzgerald stated that with the second question if there were other avenues explored.

Mayor Bauer stated that they have an idea of what the cost would be to move the sewer line and it would be hard to make that affordable.

Ourada explained that the City did a lot to steer what the developers did and they made a lot of accommodations to come up with a preliminary and final plat for the subdivision that would be acceptable. Ourada stated that this seemed reasonable to them and when the discussion of moving the sewer line came up they knew it was not an option.

Mike Eckert stated that the flood pool comes up to about the center line of Longfellow Ave.

Approved the variance for College Park Addition block 15 lots 9-11 R2 changed to R-3. Carried with a motion by Tom Crisman and a second by Kyle Frans.

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

**4.E. Consider the Burlington Estates Preliminary Plat.**

Mike Eckert explained the Preliminary Plat.

City Administrator Tom Ourada stated that the way they designed it is what they wanted to see so that people would not be stranded. There is a way in and out of the development. Ourada added that the Planning Commission did look at the Preliminary and the Final Plat and recommended them to the City Council.

Approved the Burlington Estates Preliminary Plat. Carried with a motion by Dan Papik 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.F. Consider the Burlington Estates Final Plat.**

Approved the Burlington Estates Final Plat. Carried with a motion by Tom Crisman 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.G. Public Hearing of the Board of Equalization to determine the benefits to properties in the 2021 gap paving projects.**

Opened Public Hearing at 6:39pm

City Administrator Tom Ourada explained the Engineer's Report with the total cost of the project and the properties that benefited from the projects NOS. 2021-1, 2021-2, 2021-3, 2021-4, 2021-5. There are a number of steps to this and this is the first step. The City has done depth per area assessments which goes half a block deep. A half a block is 132 feet and they do 50%, 30%, and 20% and the City's position is the first portion gets the most benefit, so that's the 50% assessment. The second portion gets 30% benefit and the last portion gets 20%.

City Attorney Anna Burge stated that in Nebraska State Statute 18-2003 the Mayor and City Council may levy and collect special taxes and assessments upon the lots and parcels of real estate adjacent to or abutting upon the portion of the street or alley improved or which may be specially benefited by such improvements.

There were no other comments from the public and no written communications were received.

Closed Public Hearing at 6:44pm

Open Public Hearing of the Board of Equalization to determine the benefits to properties in the 2021 gap paving projects. 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

Closed Public Hearing of the Board of Equalization to determine the benefits to properties in the 2021 gap paving projects. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

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

Aye: 6, No: 0

**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.**

The Board of Equalization and Assessment accepted the 2021 Street Improvement Project Report of Total Cost and Assessment. 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 adopting Resolution No. 2023-23 Levying And Assessing The Costs Of The Improvements**

Adopt Resolution No. 2023-23 Levying And Assessing The Costs Of The Improvements. Carried with a motion by Dan Papik and a second by Dale Strehle.

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

Aye: 6, No: 0

Amend Resolution No. 2023-23 Levying And Assessing The Costs Of The Improvements 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

Adopt Resolution No. 2023-23 Levying And Assessing The Costs Of The Improvements with 7% interest on delinquent amounts. Carried with a motion by Dan Papik and a second by Dale Strehle.

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 adopting Resolution No. 2023-24 Special Assessment Hearing.**

City Administrator Tom Ourada stated that this was heard by the Public Safety Committee.

Mayor Dave Bauer stated that this allows liens to be put on the property assessment due to nuisances at 1017 Linden Ave.

Introduce and Adopt Resolution No. 2023-24 Special Assessment Hearing. Carried with a motion by Dan Papik and a second by Dale Strehle.

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 adopting Resolution No. 2023-25 Special Assessment Hearing.**

This was for the work the City conducted to abate nuisances at 2340 Forest Ave, Crete, NE.

Introduce and adopt Resolution No. 2023-25 Special Assessment Hearing. 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.L. Consider adopting Resolution No. 2023-26 Special Assessment Hearing.**

This was for the work the City conducted to abate nuisances at 1025 Longwood Drive, Crete, NE.

Introduce and adopt Resolution No. 2023-26 Special Assessment Hearing. 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.M. Consider the Constructors, Inc. Change Order No. 3 in the amount of \$853.56 for work on 21st and Main.**

City Administrator Tom Ourada explained that this was a small change order but there were large activities that resulted from this change order and this went to the Public Works

Committee.

Approved the Constructors, Inc. Change Order No. 3 in the amount of \$853.56 for work on 21st and Main. 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.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.**

City Administrator Tom Ourada explained this is a regular pay application for the gap paving project on the north side of town. This item went to the Public Works Committee.

Approved 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. 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.O. Consider approving payment of claims to Crete Ace Hardware in the amount of \$19.76.**

Approved payment of claims to Crete Ace Hardware in the amount of \$19.76. 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.P. Consider the Crete Public Library applying for a \$1,000 Internship Grant from the Nebraska Library Commission.**

Approved the Crete Public Library applying for a \$1,000 Internship Grant from the Nebraska Library Commission. Carried with a motion by Tom Crisman 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 the Crete Public Library applying for a \$2,500 Youth Grant for excellence from the Nebraska Library Commission.**

Approved the Crete Public Library applying for a \$2,500 Youth Grant for excellence from the Nebraska Library Commission. Carried with a motion by Tom Crisman 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.R. Consider enacting Ordinance No. 2187 Relating To The Sale Of Real Estate Owned By The City.**

Mayor Bauer mentioned this item would be moved to the bottom of the Agenda. 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 was discussed in Closed Session by the City Council. City Council members present Tom Crisman, Kyle Frans, Ashley Newmyer, Dale Strehle, Dan Papik, and Anthony Fitzgerald. Also present: Mayor Dave Bauer, City Administrator Tom Ourada, City Attorney Anna Burge, City Clerk-Treasurer Jerry Wilcox, Finance Director Wendy Thomas, City Clerk Nancy Tellez and Joe Nerud.

Introduce Ordinance No. 2187 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 No. 2187 Relating To The Sale Of Real Estate Owned By The City. 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 City Council went into Closed Session at 7:22 p.m. to discuss Ordinance No. 2187 Relating To The Sale Of Real Estate Owned By The City. Carried with a motion by Dan Papik and a second by Dale Strehle.

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

#### **4.S. Consider the Application No. 8 and Certificate For Payment from General Excavating in the amount of \$172,612.64.**

City Administrator Tom Ourada stated that this is one of the last payments for the triple box culvert on 22nd St.

Approved the Application No. 8 and Certificate For Payment from General Excavating in the amount of \$172,612.64. 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.T. Consider the Loan Agreement Between the Nebraska Department of Environment and Energy and The City of Crete, Nebraska Project NO. D311654**

City Administrator Tom Ourada stated that we have until the end of this year to execute. There is a \$1,300,000.00 in grant funding and that leaves the balance of \$2,400,000 of 30 year loan at six tenths of of 1% interest.

Approved the Loan Agreement Between the Nebraska Department of Environment and Energy and The City of Crete, Nebraska Project NO. D311654 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.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.**

Introduce and Adopt 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. 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

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

**6. Officers' Reports**

- Police Chief Gary Young stated the following:
  - The Click It or Ticket traffic enforcement begins November 22, 2023. The grant funding, they received will help cover the officers' overtime.
  - Police officers will be at Wal-Mart on Friday and Saturday November 24<sup>th</sup> and 25<sup>th</sup> for Operation Under the Tree which helps provide gifts for children.
- Parks & Recreation Director, Liz Cody stated the following:
  - The parks department has started tree inspections and will be sending out letters to property owners that need to address any tree concerns.
  - Cody shared the website that the City of Crete is now using to document the trees in the community.
  - The Food Bank of Lincoln's Food Distribution will now be taking place at Tuxedo Park. The next distribution will be on Wednesday, November 22<sup>nd</sup> 2023. The distributions will be happening on the 4<sup>th</sup> Thursday of the month and they will adjust if there are holidays.
  - Cody addressed some questions about property owners being responsible for trees in the right of way. City Administrator Tom Ourada explained that the Tree Board created that based on state statute.
- Council member Dale Strehle wished everyone safe travels during this Holiday weekend.
- City Administrator Tom Ourada stated the following:
  - He attended the Municipal Energy Agency of Nebraska meetings and informed that the rates will be going up 4%.
  - There has been some difficulty with finding a qualified Street Operator and this will be going to the Personnel Committee.
  - This is Jerry's second to last City Council meeting.

## **7. Adjournment**

7:51 p.m.

City Council Claims Paid

<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
CITY REVENUE FUND	SALES TAX	\$189.00
CULLIGAN WATER SERVICE	AIRPORT WATER	\$48.00
DONESKY, ORVILLE	HANGAR RENT REFUND	\$210.00
JAY'S OIL CO	TANK RENTAL	\$733.00
VERIZON WIRELESS	CELL PHONE	\$42.87
WINDSTREAM	PHONE	\$157.58
<b>AIRPORT FUNDS</b>	<b>SUBTOTAL</b>	<b>\$1,380.45</b>
CITY REVENUE FUND	CON DEP APPLIED	\$728.08
CLINT HOFMEISTER	CON DEP REFUND	\$94.53
JANET SILVA GARRIDO	CON DEP REFUND	\$89.58
LEXI LORENZ	CON DEP REFUND	\$33.25
MEYVIS CRUZ TAMAYO	CON DEP REFUND	\$64.56
<b>CONSUMER DEPOSIT FUNDS</b>	<b>SUBTOTAL</b>	<b>\$1,010.00</b>
AMAZON CAPITAL SERVICES	MEMBERSHIP	\$119.05
AQUA-CHEM INC	FUEL SURCHARGE	\$5,809.01
CAPITAL BUSINESS SYSTEMS INC	CONTRACT	\$66.63
CLINE WILLIAMS LLP	CONSULTING	\$393.22
CRETE FOODMART	SUPPLIES	\$46.05
DUTTON LAINSON COMPANY	SUPPLIES	\$7,869.00
EAKES OFFICE SOLUTIONS	SUPPLIES	\$55.66
EXECUTIVE ANSWERING SERVICE	SERVICE	\$63.61
FIRST WIRELESS	SERVICE	\$617.40
HUSKER ELECTRIC SUPPLY CO	SUPPLIES	\$759.22
KIDWELL	SERVICE AGREEMENT	\$60.00
LINCOLN WINWATER WORKS	SUPPLIES	\$1,232.22
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$166.76
NAPA AUTO PARTS	SUPPLIES	\$178.42
OLSSON	CRETE CORE INGREDIENTS	\$884.56
ONE CALL CONCEPTS INC	SERVICE	\$315.56
OURADA, TOM	REIMBURSEMENT	\$33.01
SE CONSTRUCTION LLC	SUPPLIES	\$25,000.00
SEWARD COUNTY INDEPENDENT	ORDINANCE 2185	\$16.36
UNION BANK & TRUST	FSA & HSA FEES	\$36.00
UPS	POSTAGE	\$29.28
VERIZON WIRELESS	TABLET	\$1,003.87
WASTE CONNECTIONS	PUBLIC WORKS	\$42,361.83
WINDSTREAM	PHONE	\$495.99
DEPT OF ENERGY	PURCHASED POWER WAPA	\$33,470.68
MUNICIPAL ENERGY AGENCY OF NEBRASKA	WHEELING EXPENSE	\$652,724.14
NE DEPT OF REVENUE	SALES TAX	\$42,259.12
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$8,513.93
<b>UTILITY FUNDS</b>	<b>SUBTOTAL</b>	<b>\$824,580.58</b>
AMAZON CAPITAL SERVICES	POLICE EQUIPMENT	\$1,666.29
ANDERSON, SAVANNAH	MEETING/TRAINING	\$39.30
BAKER & TAYLOR	BOOKS/MAGAZINES	\$333.20

City Council Claims Paid

<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
BEATRICE CONCRETE CO	CONCRETE	\$2,392.55
BIZCO TECHNOLOGIES	SUPPLIES	\$2,510.88
BLACKSTRAP INC	SUPPLIES	\$1,811.25
BLUE RIVER ARTS COUNCIL INC	REIMBURSEMENT	\$0.00
BOUND TREE MEDICAL LLC	SUPPLIES	\$75.52
CAPITAL BUSINESS SYSTEMS INC	SERVICE	\$399.99
CDW GOVERNMENT INC	SUPPLIES	\$38.95
CENTER POINT LARGE PRINT	BOOKS/MAGAZINES	\$142.02
CITY REVENUE FUND	PARK&REC/SALES TAX	\$4,080.68
CLIA LABORATORY PROGRAM	CERT PERIOD	\$180.00
CLINE WILLIAMS LLP	NUISANCE PROPERTIES	\$628.78
CONSTRUCTORS INC	2022 STREET IMPROVEMENTS	\$555,127.28
CRETE ACE HARDWARE	SUPPLIES	\$19.76
CRETE AREA MEDICAL CENTER	SERVICE	\$1,360.38
CRETE VETERINARY CLINIC	BOARD	\$643.26
EAKES OFFICE SOLUTIONS	SUPPLIES	\$102.48
ENDICOTT CLAY PRODUCTS CO	VETERANS BRICKS	\$30.00
ENVIRO-TECH PEST SERVICES	PEST CONTROL	\$90.00
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$21.19
FIRST WIRELESS	REPLACEMENT	\$2,749.65
FYR-TEK	SUPPLIES	\$67.95
GENERAL EXCAVATING	22ND STREET CULVERT	\$172,612.64
GOLD STAR MARTIAL ARTS	KICK-IT PROGRAM	\$500.00
GRAHAM TIRE LIN. NORTH	MAINTENANCE	\$565.92
HAVLAT REPAIR	MAINTENANCE	\$1,263.43
JAY'S OIL CO	MAINTENANCE	\$256.80
JEO CONSULTING GROUP INC.	CRETE 2022 STREET IMPR	\$11,091.50
KIDWELL	SERVICE AGREEMENT	\$190.00
LEAGUE ASSOCIATION OF RISK MANAGMENT	POLICE AUTO	\$459.72
MACQUEEN EQUIPMENT LLC	SUPPLIES	\$553.40
MAYRA VAZQUEZ LUNA	RESTITUTION	\$290.00
MEDI-WASTE DISPOSAL LLC	OUTSIDE SERVICES	\$100.00
MICHAEL TODD INDUSTRIAL SUPPLY	SIGN HARDWARE	\$105.84
NAPA AUTO PARTS	SUPPLIES	\$167.99
NMC INC	CONDITIONER	\$4,902.42
NORTHERN SAFETY CO. INC.	SAFETY EQUIPMENT	\$82.78
PRESTO-X	PEST CONTROL	\$76.89
PURCHASE POWER	POSTAGE METER REFILL	\$300.00
RENKER, LAURA	PUZZLE PROGRAM	\$75.45
SALINE COUNTY REGISTER OF DEEDS	FILING FEES	\$22.00
SAPP BROS PETROLEUM	FUEL	\$776.75
SEWARD COUNTY INDEPENDENT	PUBLISH	\$603.20
SID DILLON FORD	MAINTENANCE	\$586.06
SIGNATURE PROMOTIONAL GROUP LLC	CHALLENGE COINS	\$1,143.00
SPECTRUM	DIGITAL CABLE BOX	\$106.18

City Council Claims Paid

<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
STEVENSON, JOY	TRAINING	\$15.00
STRYKER SALES LLC	EQUIPMENT	\$1,340.04
TELLEZ, NANCY	MILEAGE	\$49.78
UNION BANK & TRUST	HSA FEES	\$64.00
UTILITY ASSOCIATES INC	ADD'L MOUNTS BODY CAMERA SYSTEM	\$275.00
VERIZON WIRELESS	CELL PHONE	\$1,310.88
WINDSTREAM	PHONE	\$3,106.80
YOUNG, GARY	FRAMS FOR RECOGNITION	\$0.00
ONE BILLING SOLUTIONS LLC	CREDIT BALANCE	\$1,973.95
QUADIENT	POSTAGE	\$239.00
SPECTRUM	UTLITY	\$18.46
<b>TAX FUNDS</b>	<b>SUBTOTAL</b>	<b>\$779,736.24</b>
<b>ALL FUNDS</b>	<b>TOTAL</b>	<b>\$1,606,707.27</b>



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## CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

November 21, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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 Retail Liquor License application from Carniceria San Fernando 228 East 13th Street, Crete, NE.

Attorney Shaylene Smith representing Elpidio Perez and Vanessa Armendariz with Carniceria San Fernando stated that they have a grocery store in front and the restaurant in the back. They also have Rico's in Friend, Nebraska. Smith Stated that she measured to make sure there were no statutory conflicts with churches or schools.

City Administrator Tom Ourada stated that Elpidio and Vanessa met with him to discuss the possibility of applying for LB840 for some new projects for their business.

Recommend to the City Council on the Retail Liquor License application from Carniceria San Fernando 228 East 13th Street, Crete, NE. 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.B. Continue discussion of the future of dispatch.**

City Administrator Tom Ourada stated that he met with the Saline County Sheriff to discuss the future of dispatch. Ourada stated that it is unlikely to expect to get out of the two-year agreement with Beatrice. The Sheriff understands what the City of Crete's contractual obligations are.

### **3.C. Consider a recommendation to the City Council on Resolution No. 2023-24 Special Assessment Hearing.**

City Administrator Tom Ourada explained that these are liens on properties. These are property hearings that are the result of nuisance property hearings and the City going in and abating nuisances.

City Attorney Anna Burge stated that this is to set the time and place for the hearing and there would be a separate resolution specifically addressing what is to be assessed on the property. These individuals have received multiple notices and requests for payment and the City has yet to receive full payment for the work that they have done.

Recommend to the City Council on Resolution No. 2023-24 Special Assessment Hearing.  
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.D. Consider a recommendation to the City Council on Resolution No. 2023-25 Special Assessment Hearing.**

Recommend to the City Council on Resolution No. 2023-25 Special Assessment Hearing.  
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.E. Consider a recommendation to the City Council on Resolution No. 2023-26 Special Assessment Hearing.**

Recommend to the City Council on Resolution No. 2023-26 Special Assessment Hearing.  
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

## **4. Officers' Reports**

## **5. Adjournment**



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## CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

November 21, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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

Anthony Fitzgerald: Present

Dan Papik: Present

Dale Strehle: Present

Present: 3.

#### 3. Items of Business

##### 3.A. Consider a recommendation to the City Council for Constructors, Inc. Change Order No.3 in the amount of \$853.56 for work on 21st and Main.

City Administrator Tom Ourada explained there was a lot to this change of order, but the net was not that much. Tom stated it made sense to recommend to the committee.

Recommendation was made to the City Council to approve Constructors, Inc. Change Order No. 3 in the amount of \$853.56 for work on 21st and Main. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**3.B. Consider a recommendation to the City Council for 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.**

City Administrator Tom Ourada explained that this is not the final work. This is a fairly large pay app for work that is completed.

Recommendation was made to the City Council for 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. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

**3.C. Discuss City Engineer selection.**

City Administrator Tom Ourada discussed that this had not been discussed as a committee along with the Mayor. Discussion is to be carried forward. The mayor did state he would like to meet one-on-one with each member of the committee, and then discuss and make a recommendation with Tom.

**3.D. Discuss 5ft minimum sidewalk width.**

City Administrator Tom Ourada explained how the city generally has a minimum, but there are places in the code, no less than 4ft or 48in. The City typically does 5ft construction and Tom would like to discuss codifying 5-foot sidewalks. A decision is to be made.

**3.E. Consider a recommendation to the City Council to enact Ordinance No. 2187 Relating To The Sale Of Real Estate Owned By The City.**

City Administrator Tom Ourada explained this is property the City used LB840 money on and more specifics will be at the Council Meeting. Tom differed that this is to be discussed and tabled.

Recommendation was made to the City Council to enact Ordinance No. 2187 Relating to the Sale of Real Estate owned by the City Tabled with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

**3.F. Consider a recommendation to the City Council on the Application No. 8 and Certificate For Payment from General Excavating in the amount of \$172,612.64.**

City Administrator Tom Ourada explained the payment of \$172,612.64 to General Excavating is for the triple box culverts.

Recommendation was made to the City Council to approve the application No. 8 and Certificate for payment from General Excavating in the amount of \$172,612.64. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**3.G. Consider a recommendation to the City Council on the Loan Agreement Between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska Project No. D311654.**

City Administrator Tom Ourada explained how the city has until the end of December to execute this. This is a loan and a grant of a million and 3 in grant money and 2.4 million in loan. The loan of 2.4 is at 6/10 of 1% over the course of 30 years. Ourada discussed this is for all the foreseeable water project needs over the course of 30 years, other than treatment or storage.

Recommendation was made to the City Council to approve the Loan Agreement between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska Project No. D311654. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**3.H. Consider a recommendation to the City Council on Resolution No. 2023-27 Authorizing The Mayor To Execute The Contract For A Loan Between The Nebraska Department Of Environment And Energy And The City Of Crete, Nebraska.**

This is the resolution of the authorization.

Recommendation was made to the City Council on Resolution No. 2023-27 Authorizing the Mayor to execute the contract for a loan between the Nebraska Department of Environment and Energy and the City of Crete, Nebraska. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**3.I. Consider a recommendation to the City Council on the zoning request for College Park Addition block 15 lots 9-11 R2 changed to R3.**

City Administrator Tom Ourada explained that this is not a recommendation to the City Council, it is more of a general discussion of the process. The planning commission voted to recommend this to the City Council. City Attorney Anna Burge explained there will be a two-step process as there are two things that will need to be changed. First is zoning, as it impacts lot size, set back rules and regulations. Burge discussed that some of the things the members of the council should listen to when requesting a zoning change from R2 to R3 is whether there is a boundary line or are we creating a spot zone. Also, if the zoning change is in accordance with the comprehensive development plan. The developer will discuss more on this to the City Council during the Council Meeting.

**3.J. Consider a recommendation to the City Council on the variance for College Park Addition block 15 lots 9-11 R2 changed to R3.**

City Administrator Tom Ourada discussed that the variance is predicated if the rezoning is passed. Anna added that with the variance, some things to consider are: is it necessary, is it reasonable, and will there be any detriment to public health, safety, and welfare. City Attorney Anna Burge stated that those three questions need to be answered to permit the variance. The developer will discuss more during the Council Meeting.

#### **4. Officers' Reports**

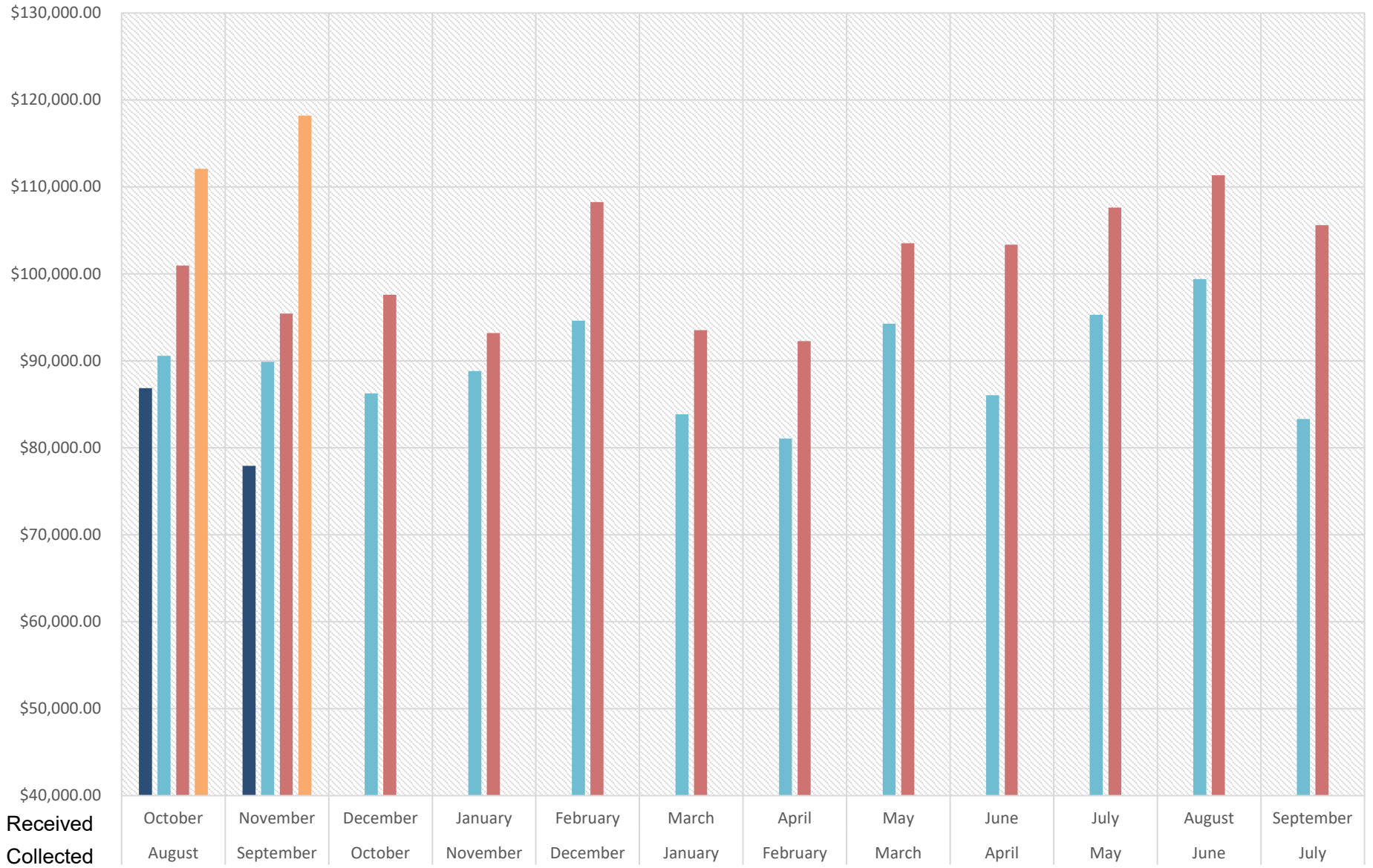
#### **5. Adjournment**

11/30/2023

## City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2022 Gen. Fund	Change Gen. Fund	FY2023 Gen. Fund	Change Gen. Fund	FY2024 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$90,562.71	-0.50%	\$100,946.22	11.47%	\$112,079.68	11.03%	\$86,852.90	\$56,039.84	\$21,000.00	\$10,500.00	\$24,539.84	(\$2,151.46)
September	November	\$89,891.94	8.99%	\$95,435.14	6.17%	\$118,194.74	23.85%	\$77,910.99	\$59,097.37	\$21,000.00	\$10,500.00	\$27,597.37	(\$3.56)
October	December	\$86,263.66	-1.01%	\$97,592.24	13.13%								
November	January	\$88,837.18	9.59%	\$93,189.55	4.90%								
December	February	\$94,625.07	-3.03%	\$108,244.80	14.39%								
January	March	\$83,860.75	-11.43%	\$93,536.46	11.54%								
February	April	\$81,072.44	6.27%	\$92,271.35	13.81%								
March	May	\$94,261.86	-8.70%	\$103,537.01	9.84%								
April	June	\$86,024.43	-11.09%	\$103,361.32	20.15%								
May	July	\$95,288.64	4.58%	\$107,615.66	12.94%								
June	August	\$99,404.95	4.08%	\$111,328.69	12.00%								
July	September	\$83,299.71	-4.66%	\$105,594.67	26.76%								
Totals		\$1,073,393.32	-0.58%	\$1,212,653.08	13.09%	\$230,274.42	17.44%	\$164,763.88	\$115,137.21	\$42,000.00	\$21,000.00	\$52,137.21	(\$2,155.02)
						\$1,165,000.00	Budgeted Transfer to General Fund						
						Net Receipts	Monthly Transfer to General Fund						
						\$115,137.21	Average Net Receipts						
						\$97,083.33	Required						

# City of Crete Net 1% Sales Tax Receipts

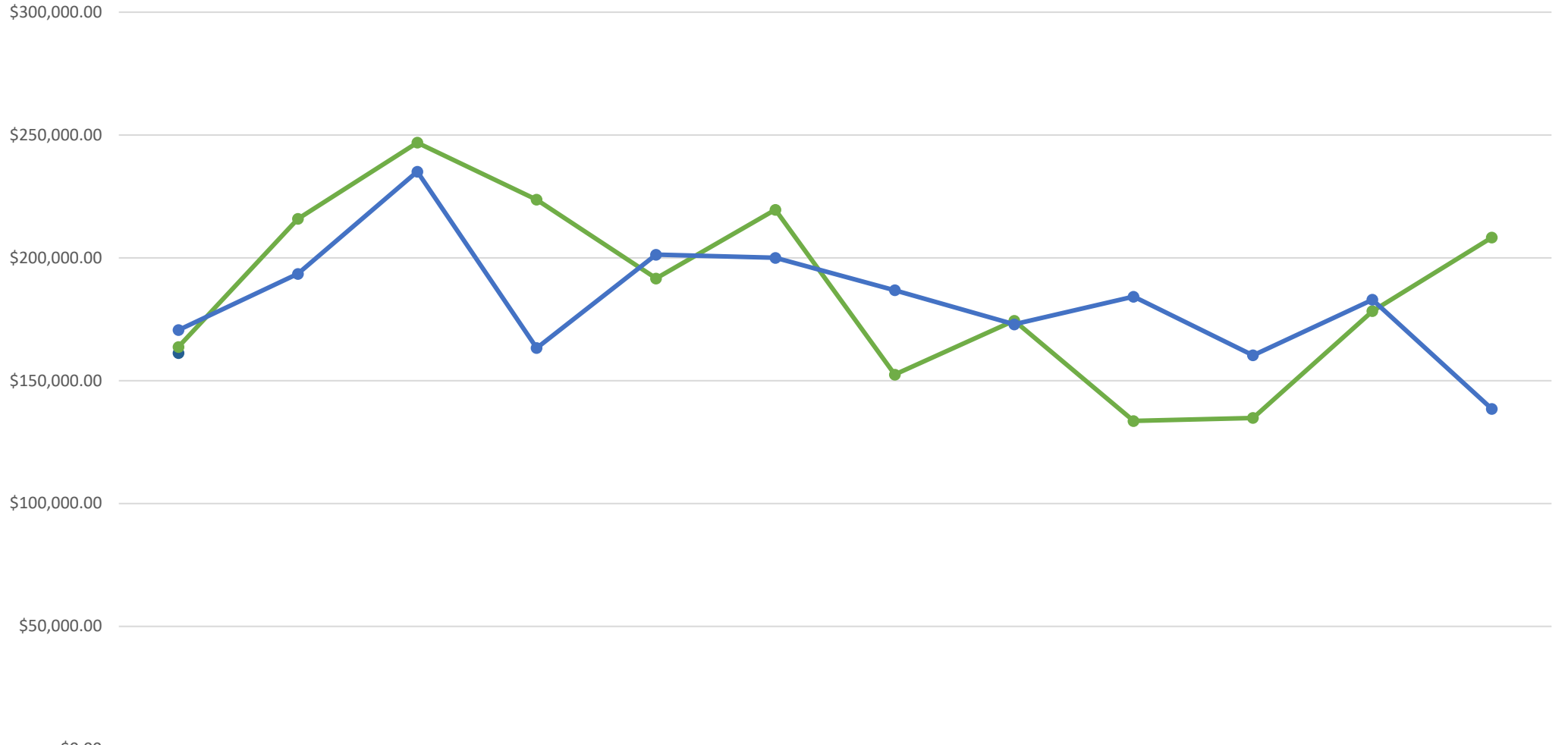


Received  
Collected



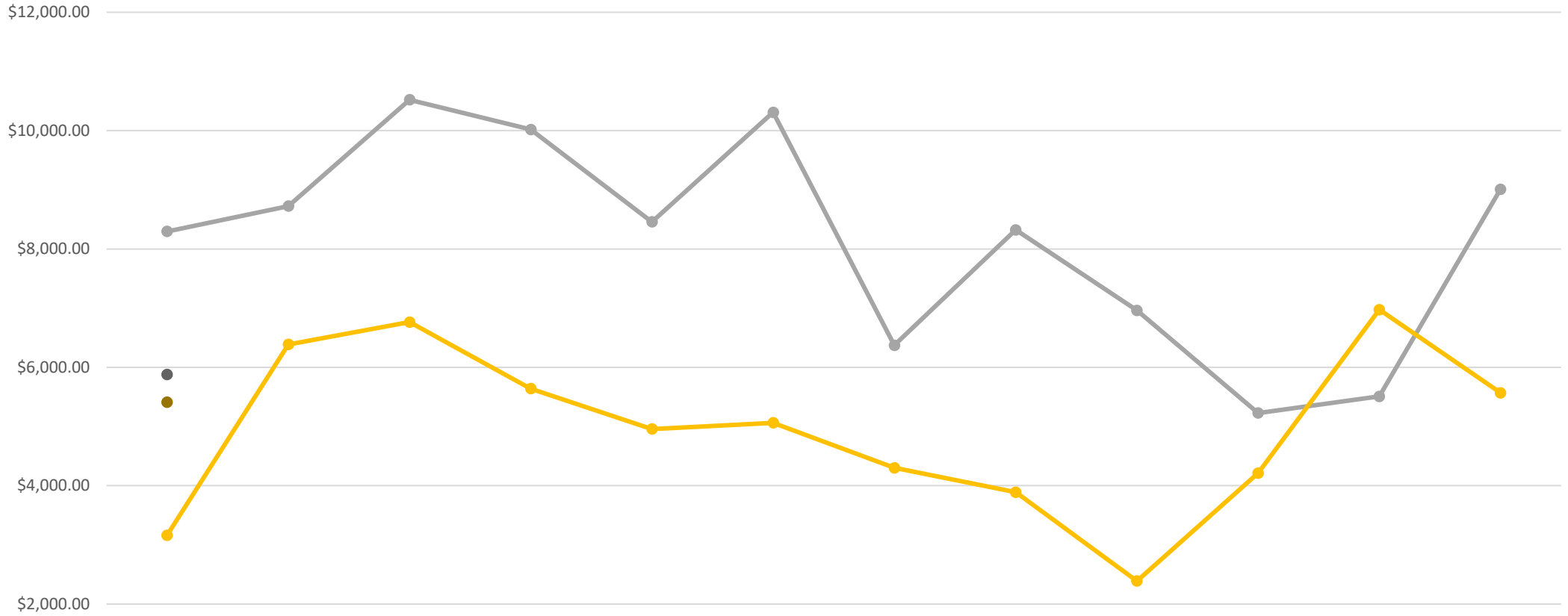
■ 5 Year Average 
 ■ 2021-2022 
 ■ 2022-2023 
 ■ 23-24

# GROSS SALES



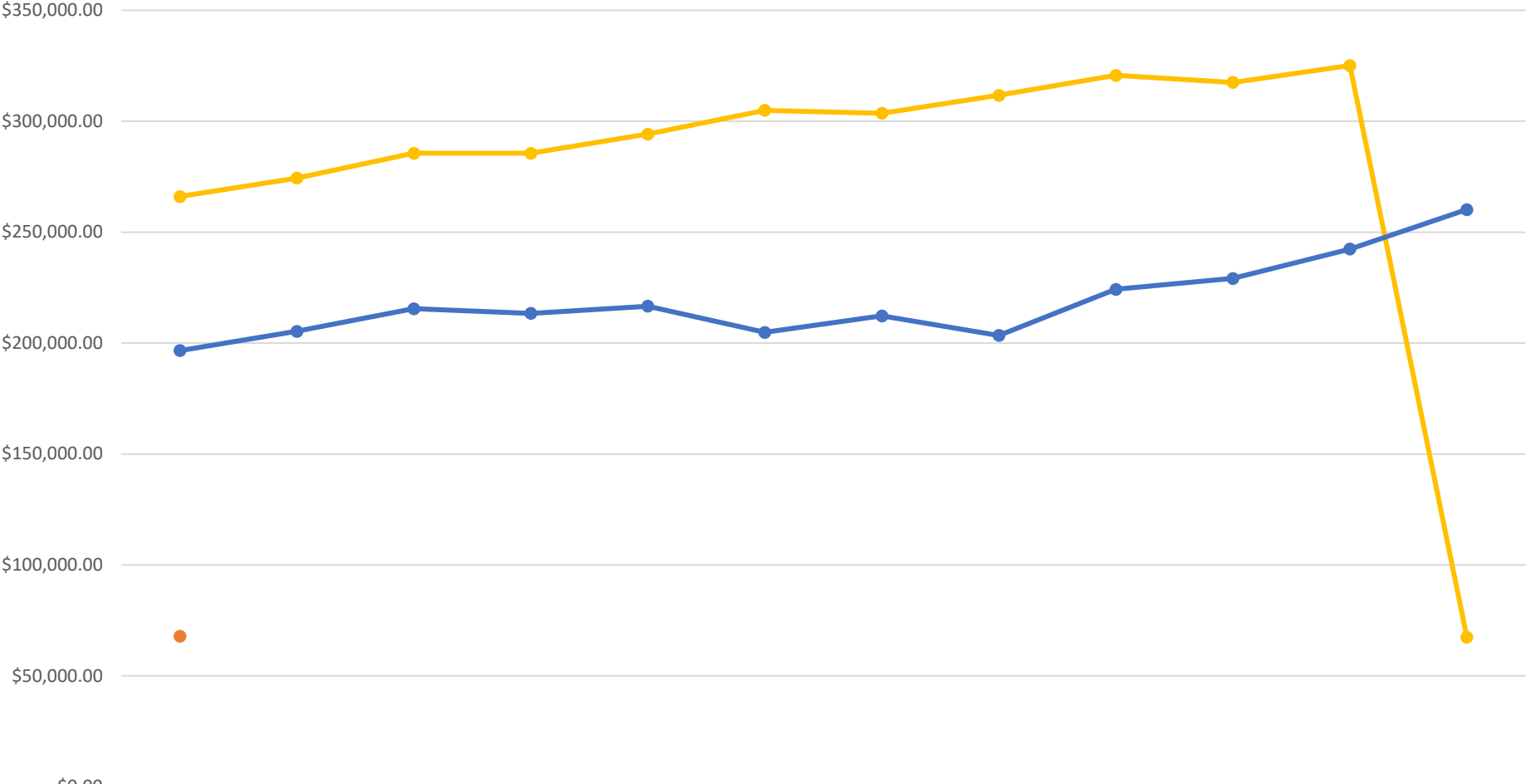
	1	2	3	4	5	6	7	8	9	10	11	12
Gross Sales 2024	\$161,278.58											
Gross Sales 2023	\$163,724.17	\$215,871.22	\$246,916.38	\$223,676.47	\$191,626.58	\$219,588.51	\$152,481.91	\$174,438.02	\$133,601.38	\$134,855.41	\$178,299.44	\$208,247.16
Gross Sales 2022	\$170,592.50	\$193,507.44	\$235,089.41	\$163,309.23	\$201,296.95	\$199,990.83	\$186,813.28	\$172,939.17	\$184,175.02	\$160,311.80	\$182,941.40	\$138,545.51

# Outlet Commissions



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
My Bar 2024	\$5,879.32											
Eagles 2024	\$5,410.18											
My Bar 2023	\$8,296.65	\$8,723.74	\$10,520.00	\$10,017.15	\$8,457.20	\$10,309.10	\$6,371.77	\$8,321.46	\$6,962.72	\$5,227.88	\$5,507.88	\$9,009.05
Eagles 2023	\$3,164.04	\$6,387.24	\$6,764.14	\$5,640.20	\$4,956.66	\$5,062.10	\$4,301.97	\$3,889.20	\$2,389.38	\$4,212.00	\$6,973.09	\$5,568.25

# Community Betterment Funds



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Community Betterment 2024	\$67,878.90											
Community Betterment 2023	\$266,038.25	\$274,357.49	\$285,607.69	\$285,602.74	\$294,226.47	\$304,912.67	\$303,608.61	\$311,690.15	\$320,658.89	\$317,524.50	\$325,084.31	\$67,468.96
Community Betterment 2022	\$196,623.65	\$205,317.57	\$215,500.27	\$213,383.79	\$216,632.12	\$204,846.53	\$212,252.60	\$203,432.27	\$224,257.98	\$229,183.43	\$242,367.49	\$260,181.90

Report Criteria:

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

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>911 CUSTOM (5)</b>								
911 CUSTOM	1	Invoice	5.11 TACTICAL APEX PAN	11/28/2023	72.99		12/23	531-6477
Total 911 CUSTOM (5):					72.99			
<b>ALL COPY PRODUCTS INC (100)</b>								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	11/16/2023	292.68		12/23	701-9740
Total ALL COPY PRODUCTS INC (100):					292.68			
<b>ALL ROAD BARRICADES INC (115)</b>								
ALL ROAD BARRICADES INC	1	Invoice	CITY STAFF & PARK PAT	11/17/2023	112.16	1512	12/23	401-6000
ALL ROAD BARRICADES INC	2	Invoice	E 4TH ST	11/17/2023	36.76	1512	12/23	401-6000
ALL ROAD BARRICADES INC	3	Invoice	21ST ST	11/17/2023	36.76	1512	12/23	401-6000
ALL ROAD BARRICADES INC	4	Invoice	MAIN AVE	11/17/2023	36.76	1512	12/23	401-6000
ALL ROAD BARRICADES INC	5	Invoice	EASTRIDGE RD	11/17/2023	42.25	1512	12/23	401-6000
Total ALL ROAD BARRICADES INC (115):					264.69			
<b>AMAZON BUSINESS (6116)</b>								
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/19/2023	59.54		12/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	11/21/2023	111.08		12/23	701-6210
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/21/2023	26.99		12/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/22/2023	89.90		12/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	11/22/2023	292.48		12/23	701-5691
AMAZON BUSINESS	1	Invoice	IPHONE COVER/CASE	11/25/2023	13.88		12/23	101-8500
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	11/26/2023	49.75		12/23	701-9900
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	11/26/2023	77.23		12/23	701-5693
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	11/26/2023	46.89		12/23	701-6210
AMAZON BUSINESS	1	Invoice	48' LED FILAMENT STRIN	11/27/2023	362.60		12/23	531-6477
AMAZON BUSINESS	1	Invoice	DONATIONS	11/28/2023	51.99		12/23	702-5692
AMAZON BUSINESS	1	Invoice	DONATIONS	11/29/2023	686.25		12/23	702-5692
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	11/30/2023	113.97		12/23	531-6477
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	11/30/2023	99.99		12/23	531-6477
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	12/01/2023	15.00		12/23	701-5693
Total AMAZON BUSINESS (6116):					2,097.54			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>BADGER BODY &amp; TRUCK EQUIPMENT (5628)</b>								
BADGER BODY & TRUCK EQUIPMENT	1	Invoice	SNOW PLOW PARTS	11/27/2023	469.00		12/23	401-5968
Total BADGER BODY & TRUCK EQUIPMENT (5628):					469.00			
<b>BAKER &amp; TAYLOR (370)</b>								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	11/08/2023	414.66		12/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	11/13/2023	168.17		12/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	11/15/2023	77.73		12/23	701-5691
Total BAKER & TAYLOR (370):					660.56			
<b>BARNES &amp; NOBLE INC (395)</b>								
BARNES & NOBLE INC	1	Invoice	DONATION	11/11/2023	19.99		12/23	702-5692
Total BARNES & NOBLE INC (395):					19.99			
<b>BENTZINGER TIRE &amp; EQUIPMENT INC (6398)</b>								
BENTZINGER TIRE & EQUIPMENT INC	1	Invoice	RHINO GPD-45 MULTIPR	11/16/2023	3,000.00	1515	12/23	401-8500
BENTZINGER TIRE & EQUIPMENT INC	2	Invoice	RHINO MULTI-PRO/XA SQ	11/16/2023	175.99	1515	12/23	401-8500
BENTZINGER TIRE & EQUIPMENT INC	3	Invoice	RHINO MULTI PRO 2" SQ	11/16/2023	218.99	1515	12/23	401-8500
BENTZINGER TIRE & EQUIPMENT INC	4	Invoice	FREIGHT	11/16/2023	60.00		12/23	401-8500
Total BENTZINGER TIRE & EQUIPMENT INC (6398):					3,454.98			
<b>BIZCO TECHNOLOGIES (6233)</b>								
BIZCO TECHNOLOGIES	1	Invoice	POWER ADAPTERS	11/30/2023	304.34		12/23	531-6420
Total BIZCO TECHNOLOGIES (6233):					304.34			
<b>BLACK HILLS ENERGY (495)</b>								
BLACK HILLS ENERGY	1	Invoice	5877-0761-63 3RD PARTY	11/20/2023	1,241.86		12/23	003-8021
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	11/17/2023	136.69		12/23	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	11/27/2023	67.87		12/23	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	11/27/2023	40.69		12/23	502-7530
BLACK HILLS ENERGY	1	Invoice	7515-0723-40 210 E 14TH	11/27/2023	59.51		12/23	301-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	11/27/2023	715.00		12/23	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	11/27/2023	117.80		12/23	003-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	11/27/2023	43.74		12/23	810-5210

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BLACK HILLS ENERGY (495):					2,423.16			
<b>BOK FINANCIAL (545)</b>								
BOK FINANCIAL	1	Invoice	CRETECOP1216 INTERE	12/05/2023	6,867.50		12/23	001-3350
BOK FINANCIAL	2	Invoice	CRETECOP1216 PRINCIP	12/05/2023	125,000.00		12/23	001-9970
Total BOK FINANCIAL (545):					131,867.50			
<b>BOUND TREE MEDICAL LLC (5598)</b>								
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	11/29/2023	96.26		12/23	302-5341
Total BOUND TREE MEDICAL LLC (5598):					96.26			
<b>BRANDING INC DBA AL'S JOHNS (575)</b>								
BRANDING INC DBA AL'S JOHNS	1	Invoice	PORTABLE RESTROOM	09/07/2023	155.00		12/23	721-5340
Total BRANDING INC DBA AL'S JOHNS (575):					155.00			
<b>CANON FINANCIAL SERVICES INC (5778)</b>								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	12/01/2023	51.00		12/23	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	12/01/2023	51.00		12/23	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	12/01/2023	51.00		12/23	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	12/01/2023	51.00		12/23	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	12/01/2023	51.00		12/23	721-9740
Total CANON FINANCIAL SERVICES INC (5778):					255.00			
<b>CDW GOVERNMENT INC (750)</b>								
CDW GOVERNMENT INC	1	Invoice	STARTECH GB ENET FIB	11/14/2023	13.89		12/23	101-6484
CDW GOVERNMENT INC	2	Invoice	STARTECH GB ENET FIB	11/14/2023	33.94		12/23	201-6484
CDW GOVERNMENT INC	3	Invoice	STARTECH GB ENET FIB	11/14/2023	10.80		12/23	401-6484
CDW GOVERNMENT INC	4	Invoice	STARTECH GB ENET FIB	11/14/2023	3.09		12/23	601-6484
CDW GOVERNMENT INC	5	Invoice	STARTECH GB ENET FIB	11/14/2023	13.89		12/23	301-6484
CDW GOVERNMENT INC	6	Invoice	STARTECH GB ENET FIB	11/14/2023	33.94		12/23	701-6484
CDW GOVERNMENT INC	7	Invoice	STARTECH GB ENET FIB	11/14/2023	7.71		12/23	521-6484
CDW GOVERNMENT INC	8	Invoice	STARTECH GB ENET FIB	11/14/2023	21.60		12/23	001-9910
CDW GOVERNMENT INC	9	Invoice	STARTECH GB ENET FIB	11/14/2023	7.71		12/23	002-9910
CDW GOVERNMENT INC	10	Invoice	STARTECH GB ENET FIB	11/14/2023	7.71		12/23	003-9910
CDW GOVERNMENT INC	1	Invoice	NETGEAR 5PT GBE SMA	11/14/2023	47.30		12/23	101-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CDW GOVERNMENT INC (750):					201.58			
<b>CENTER POINT LARGE PRINT (765)</b>								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	11/03/2023	24.57		12/23	701-5691
Total CENTER POINT LARGE PRINT (765):					24.57			
<b>CHAPIN LAWN CARE (6387)</b>								
CHAPIN LAWN CARE	1	Invoice	MONTHLY MOWING	11/29/2023	60.00		12/23	201-5329
Total CHAPIN LAWN CARE (6387):					60.00			
<b>CITY HALL FUND (830)</b>								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	12/01/2023	548.00		12/23	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	12/01/2023	412.00		12/23	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	12/01/2023	265.00		12/23	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	12/01/2023	187.50		12/23	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	12/01/2023	150.00		12/23	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	12/01/2023	37.50		12/23	721-9680
Total CITY HALL FUND (830):					1,600.00			
<b>CITY HEALTH FUND (835)</b>								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	12/01/2023	220.00		12/23	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	12/01/2023	260.00		12/23	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	12/01/2023	40.00		12/23	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	12/01/2023	220.00		12/23	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	12/01/2023	80.00		12/23	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	12/01/2023	320.00		12/23	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	12/01/2023	500.00		12/23	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	12/01/2023	220.00		12/23	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	12/01/2023	140.00		12/23	003-9620
Total CITY HEALTH FUND (835):					2,000.00			
<b>CITY REVENUE FUND (860)</b>								
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	12/05/2023	921.77		12/23	001-3500
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	12/01/2023	61.65		12/23	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	12/01/2023	56.42		12/23	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	12/01/2023	7,765.83		12/23	002-7100

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	4	Invoice	SEWER	12/01/2023	1,866.01		12/23	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	12/01/2023	606.57		12/23	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	12/01/2023	33.00		12/23	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	12/01/2023	192.72		12/23	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	12/01/2023	3,871.79		12/23	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	12/01/2023	158.59		12/23	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	12/01/2023	992.15		12/23	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	12/01/2023	98.32		12/23	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	12/01/2023	65.09		12/23	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	12/01/2023	856.14		12/23	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	12/01/2023	1,370.47		12/23	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	12/01/2023	235.58		12/23	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	12/01/2023	80.27		12/23	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	12/01/2023	104.01		12/23	101-6201
CITY REVENUE FUND	18	Invoice	CHARGING STATION	12/01/2023	.00		00/00	001-9890
CITY REVENUE FUND	19	Invoice	COMMUNITY ROOM	12/01/2023	285.38		12/23	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	12/01/2023	68.39		12/23	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	12/01/2023	41.17		12/23	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	12/01/2023	35.91		12/23	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	12/01/2023	36.78		12/23	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	12/01/2023	34.15		12/23	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	12/01/2023	24.76		12/23	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	12/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	12/01/2023	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	12/01/2023	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	12/01/2023	68.05		12/23	521-7530
CITY REVENUE FUND	11	Invoice	COMMUNITY ROOM	12/01/2023	8.25		12/23	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	12/01/2023	132.00		12/23	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	12/01/2023	664.85		12/23	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	12/01/2023	84.89		12/23	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	12/01/2023	40.89		12/23	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	12/01/2023	64.46		12/23	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	12/01/2023	76.73		12/23	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	12/01/2023	22.67		12/23	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	12/01/2023	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	12/01/2023	169.02		12/23	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	12/01/2023	69.81		12/23	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	12/01/2023	36.89		12/23	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	12/01/2023	.00		00/00	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	12/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	AIRPORT	12/01/2023	25.57		12/23	050-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	15	Invoice	COMMUNITY ROOM	12/01/2023	56.34		12/23	503-7530
Total CITY REVENUE FUND (860):					21,383.34			
<b>CITY TAX FUND (865)</b>								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	12/01/2023	29,167.00		12/23	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	12/01/2023	10,000.00		12/23	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	12/01/2023	21,000.00		12/23	150-1015
Total CITY TAX FUND (865):					60,167.00			
<b>CLEARGOV INC (6241)</b>								
CLEARGOV INC	1	Invoice	RENEWAL 10-1-23 TO 9-3	10/01/2023	7,750.00		12/23	101-6050
Total CLEARGOV INC (6241):					7,750.00			
<b>CONFLUENCE INC (6103)</b>								
CONFLUENCE INC	1	Invoice	22251 CRETE COMPREH	10/24/2023	18,374.10		12/23	101-5480
CONFLUENCE INC	1	Invoice	22251 CRETE COMPREH	11/14/2023	8,182.75		12/23	101-5480
Total CONFLUENCE INC (6103):					26,556.85			
<b>CONTINUUM EAP (980)</b>								
CONTINUUM EAP	1	Invoice	ANNUAL EAP	11/28/2023	600.00		12/23	101-5163
CONTINUUM EAP	2	Invoice	ANNUAL EAP	11/28/2023	300.00		12/23	201-5163
CONTINUUM EAP	3	Invoice	ANNUAL EAP	11/28/2023	75.00		12/23	721-5163
CONTINUUM EAP	4	Invoice	ANNUAL EAP	11/28/2023	300.00		12/23	401-5163
CONTINUUM EAP	5	Invoice	ANNUAL EAP	11/28/2023	75.00		12/23	521-5163
CONTINUUM EAP	6	Invoice	ANNUAL EAP	11/28/2023	75.00		12/23	601-5163
CONTINUUM EAP	7	Invoice	ANNUAL EAP	11/28/2023	150.00		12/23	701-5163
CONTINUUM EAP	8	Invoice	ANNUAL EAP	11/28/2023	75.00		12/23	050-5163
CONTINUUM EAP	9	Invoice	ANNUAL EAP	11/28/2023	600.00		12/23	001-9623
CONTINUUM EAP	10	Invoice	ANNUAL EAP	11/28/2023	382.50		12/23	002-9623
CONTINUUM EAP	11	Invoice	ANNUAL EAP	11/28/2023	367.50		12/23	003-9623
Total CONTINUUM EAP (980):					3,000.00			
<b>CRETE AREA MEDICAL CENTER (1070)</b>								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	12/01/2023	35.00		12/23	302-8500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CRETE AREA MEDICAL CENTER (1070):					35.00			
<b>CRETE LUMBER &amp; FARM SUPPLY CO (1110)</b>								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	6' U SIGN POST	11/16/2023	80.85		12/23	531-6480
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	LUMBER-PICNIC TABLES	11/29/2023	207.92		12/23	521-5333
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	PLYWOOD-CAMPSITE SI	11/28/2023	69.99		12/23	521-5332
Total CRETE LUMBER & FARM SUPPLY CO (1110):					358.76			
<b>CRETE POSTMASTER (1120)</b>								
CRETE POSTMASTER	1	Invoice	POSTAGE	11/30/2023	400.73		11/23	001-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	11/30/2023	400.73		11/23	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	11/30/2023	400.74		11/23	003-9650
CRETE POSTMASTER	1	Invoice	BOX 86 ANNUAL SERVIC	12/01/2023	186.00		12/23	101-8500
Total CRETE POSTMASTER (1120):					1,388.20			
<b>CRETE VOLUNTEER FIREMEN (1145)</b>								
CRETE VOLUNTEER FIREMEN	1	Invoice	NE STATE VOL FIRE ASS	07/01/2023	974.00		12/23	301-5400
CRETE VOLUNTEER FIREMEN	1	Invoice	AMAZON-FIRE PREVENTI	09/19/2023	149.94		12/23	301-5495
CRETE VOLUNTEER FIREMEN	1	Invoice	ECLIPSE - MISC EQUIP	08/28/2023	34.20		12/23	303-5260
CRETE VOLUNTEER FIREMEN	1	Invoice	GALLS-MISC EQUIP	08/17/2023	383.77		12/23	303-5260
CRETE VOLUNTEER FIREMEN	1	Invoice	OREILLY-VEHICLE REPAI	09/20/2023	16.99		12/23	301-5791
CRETE VOLUNTEER FIREMEN	1	Invoice	SUBWAY-FIRE TRAINING	10/18/2023	126.16		12/23	301-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	WALMART-OFFICE SUPP	10/02/2023	45.91		12/23	301-9900
CRETE VOLUNTEER FIREMEN	1	Invoice	BRYAN HEALTH-RESCUE	08/18/2023	12.00		12/23	302-9760
Total CRETE VOLUNTEER FIREMEN (1145):					1,742.97			
<b>CROWNE PLAZA KEARNEY (6148)</b>								
CROWNE PLAZA KEARNEY	1	Invoice	MEETING/TRAINING	11/16/2023	129.95		12/23	001-7180
CROWNE PLAZA KEARNEY	1	Invoice	MEETING/TRAINING	11/16/2023	129.95		12/23	001-9760
Total CROWNE PLAZA KEARNEY (6148):					259.90			
<b>DEPOSITORY TRUST COMPANY (5607)</b>								
DEPOSITORY TRUST COMPANY	1	Invoice	BOND INTEREST	12/05/2023	34,898.75		12/23	003-9971
DEPOSITORY TRUST COMPANY	2	Invoice	SANITARY SEWER REV R	12/05/2023	350,000.00		12/23	003-9970

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total DEPOSITORY TRUST COMPANY (5607):					384,898.75			
<b>DITCH WITCH UNDERCON (1320)</b>								
DITCH WITCH UNDERCON	1	Invoice	PRESSURE PUMP W/CLU	11/20/2023	2,384.25	1519	12/23	001-8460
Total DITCH WITCH UNDERCON (1320):					2,384.25			
<b>DULTMEIER SALES LLC (1420)</b>								
DULTMEIER SALES LLC	1	Invoice	TANK FITTING/PLUG	11/22/2023	17.69		12/23	401-5771
Total DULTMEIER SALES LLC (1420):					17.69			
<b>EAKES OFFICE SOLUTIONS (1475)</b>								
EAKES OFFICE SOLUTIONS	1	Invoice	DATER STAMP	11/27/2023	89.00		12/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	PAGE PROTECTORS	11/27/2023	14.29		12/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/27/2023	46.00		12/23	701-9900
EAKES OFFICE SOLUTIONS	1	Invoice	TRACTION ICE MELT	11/28/2023	630.00		12/23	521-5332
EAKES OFFICE SOLUTIONS	1	Invoice	ENVELOPES	11/07/2023	265.56		12/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	ENVELOPES	11/07/2023	313.31		12/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/17/2023	213.79		12/23	201-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	11/27/2023	10.92		12/23	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	11/27/2023	10.92		12/23	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	11/27/2023	9.50		12/23	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	11/27/2023	9.50		12/23	401-9900
Total EAKES OFFICE SOLUTIONS (1475):					1,612.79			
<b>ELWAY POWERSPORTS OF LINCOLN (6408)</b>								
ELWAY POWERSPORTS OF LINCOLN	1	Invoice	2023 KAWASAKI MULE	11/10/2023	10,500.00		12/23	050-5331
Total ELWAY POWERSPORTS OF LINCOLN (6408):					10,500.00			
<b>FRANSYL EQUIPMENT CO INC (1845)</b>								
FRANSYL EQUIPMENT CO INC	1	Invoice	UNIT 33 REPAIR	11/25/2023	2,733.15		12/23	001-8460
FRANSYL EQUIPMENT CO INC	1	Invoice	UNIT 322 REPAIR	11/28/2023	1,256.76		12/23	001-8460
FRANSYL EQUIPMENT CO INC	1	Invoice	UNIT 37 REPAIR	11/28/2023	1,163.33		12/23	001-8460
FRANSYL EQUIPMENT CO INC	1	Invoice	UNIT 35 REPAIR	11/28/2023	986.85		12/23	001-8460
FRANSYL EQUIPMENT CO INC	1	Invoice	UNIT 36 REPAIR	11/28/2023	973.46		12/23	001-8460

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total FRANSYL EQUIPMENT CO INC (1845):					7,113.55			
<b>GCP CONSTRUCTION INC (6410)</b>								
GCP CONSTRUCTION INC	1	Invoice	BORE CONDUIT	11/22/2023	10,626.00		12/23	001-2590
Total GCP CONSTRUCTION INC (6410):					10,626.00			
<b>GRAINGER (2005)</b>								
GRAINGER	1	Invoice	BATTERIES	11/20/2023	49.05		12/23	401-5905
Total GRAINGER (2005):					49.05			
<b>HEARTLAND NATURAL GAS (2175)</b>								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	11/27/2023	164.62		12/23	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	11/27/2023	32.21		12/23	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	11/27/2023	15.89		12/23	301-7530
Total HEARTLAND NATURAL GAS (2175):					212.72			
<b>LINCOLN WINWATER WORKS (2810)</b>								
LINCOLN WINWATER WORKS	1	Invoice	1" METER COUPLING 2.6	11/22/2023	451.50	1518	12/23	002-8090
LINCOLN WINWATER WORKS	2	Invoice	12X1CC SADDLE 12.75-1	11/22/2023	901.24	1518	12/23	002-8031
LINCOLN WINWATER WORKS	1	Invoice	CREDIT INVOICE	11/22/2023	584.80-		12/23	002-8031
Total LINCOLN WINWATER WORKS (2810):					767.94			
<b>MAX I WALKER UNIFORM &amp; APPAREL (3035)</b>								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	11/22/2023	81.63		12/23	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	11/29/2023	94.08		12/23	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					175.71			
<b>MCI VERIZON (3055)</b>								
MCI VERIZON	1	Invoice	TOLL FREE LINE	11/07/2023	12.00		12/23	101-7530
MCI VERIZON	2	Invoice	TOLL FREE LINE	11/07/2023	12.00		12/23	201-5220
MCI VERIZON	3	Invoice	TOLL FREE LINE	11/07/2023	12.00		12/23	301-7530
MCI VERIZON	4	Invoice	TOLL FREE LINE	11/07/2023	12.00		12/23	721-7530
MCI VERIZON	5	Invoice	TOLL FREE LINE	11/07/2023	20.45		12/23	001-9660

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total MCI VERIZON (3055):					68.45			
<b>MCMILLAN, KEN (6409)</b>								
MCMILLAN, KEN	1	Invoice	CONCRETE RUBBLE CLE	11/14/2023	832.50		12/23	050-5330
Total MCMILLAN, KEN (6409):					832.50			
<b>MICHAEL KLEINSCHMIDT (6411)</b>								
MICHAEL KLEINSCHMIDT	1	Invoice	CONSUMER DEPOSIT RE	12/05/2023	10.37		12/23	001-3500
Total MICHAEL KLEINSCHMIDT (6411):					10.37			
<b>MICHAEL TODD INDUSTRIAL SUPPLY (3145)</b>								
MICHAEL TODD INDUSTRIAL SUPPLY	1	Invoice	SIGN HARDWARE	11/16/2023	45.39		12/23	401-6001
Total MICHAEL TODD INDUSTRIAL SUPPLY (3145):					45.39			
<b>MIDWEST BREATHING AIR LLC (3180)</b>								
MIDWEST BREATHING AIR LLC	1	Invoice	BREATHING APP.	11/20/2023	240.00		12/23	303-5264
Total MIDWEST BREATHING AIR LLC (3180):					240.00			
<b>NAA/NNLA (6416)</b>								
NAA/NNLA	1	Invoice	STUDY GUIDES	12/01/2023	90.00		12/23	521-9760
Total NAA/NNLA (6416):					90.00			
<b>NAPA AUTO PARTS (3345)</b>								
NAPA AUTO PARTS	1	Invoice	MISC SUPPLIES	11/16/2023	29.28		12/23	401-6020
NAPA AUTO PARTS	1	Invoice	MISC SUPPLIES	11/21/2023	23.07		12/23	001-7080
NAPA AUTO PARTS	1	Invoice	HYDRAULIC FLUID	11/27/2023	38.97		12/23	401-5801
NAPA AUTO PARTS	1	Invoice	HEATER/AC REPAIR CAT	11/27/2023	45.94		12/23	401-5968
NAPA AUTO PARTS	1	Invoice	HEATER/AC REPAIR CAT	11/27/2023	11.06		12/23	401-5968
NAPA AUTO PARTS	1	Invoice	PB GEN 15W40	11/17/2023	741.93		12/23	003-7082
NAPA AUTO PARTS	1	Invoice	BATTERY	11/17/2023	198.86		12/23	002-8460
NAPA AUTO PARTS	1	Invoice	HEATER FOR GENERATO	11/21/2023	14.76		12/23	003-7220
NAPA AUTO PARTS	1	Invoice	SUPPORT-TOOL BOXES	11/17/2023	151.96		12/23	401-5968
NAPA AUTO PARTS	1	Invoice	MOUNT BRACKET	11/28/2023	68.62		12/23	401-5771
NAPA AUTO PARTS	1	Invoice	TIRE REPAIR SUPPLIES	12/01/2023	30.06		12/23	001-7080
NAPA AUTO PARTS	1	Invoice	BATTERIES	12/04/2023	380.53		12/23	002-8460

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NAPA AUTO PARTS (3345):					1,735.04			
<b>NE DEPT OF ENVIRONMENT &amp; ENERGY (5675)</b>								
NE DEPT OF ENVIRONMENT & ENERGY	1	Invoice	RICK PIEPER-WATER OP	10/13/2023	115.00		12/23	002-9780
NE DEPT OF ENVIRONMENT & ENERGY	1	Invoice	JESSE YAGER-WATER O	10/13/2023	115.00		12/23	002-9780
NE DEPT OF ENVIRONMENT & ENERGY	1	Invoice	JESSE YAGER-WATER O	10/13/2023	115.00		12/23	002-9780
NE DEPT OF ENVIRONMENT & ENERGY	1	Invoice	PAUL LOPEZ-WATER OP	10/13/2023	115.00		12/23	002-9780
Total NE DEPT OF ENVIRONMENT & ENERGY (5675):					460.00			
<b>NE LAW ENFORCEMENT TRAINING CENTER (5650)</b>								
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	FIELD TRAINING-OFC DE	11/20/2023	400.00		12/23	201-9760
Total NE LAW ENFORCEMENT TRAINING CENTER (5650):					400.00			
<b>NE RURAL WATER ASSOCIATION (3490)</b>								
NE RURAL WATER ASSOCIATION	1	Invoice	2024 MEMBERSHIP REN	12/05/2023	550.00		12/23	002-9760
Total NE RURAL WATER ASSOCIATION (3490):					550.00			
<b>NEBRASKA ARBORIST ASSOCIATION (6415)</b>								
NEBRASKA ARBORIST ASSOCIATION	1	Invoice	ANNUAL DUES-ELIZABET	11/30/2023	85.00		12/23	521-9760
NEBRASKA ARBORIST ASSOCIATION	1	Invoice	ANNUAL DUES-AARON S	11/30/2023	85.00		12/23	521-9760
Total NEBRASKA ARBORIST ASSOCIATION (6415):					170.00			
<b>NEBRASKA EQUIPMENT INC (3545)</b>								
NEBRASKA EQUIPMENT INC	1	Invoice	ROTARY MOWER REPAIR	11/21/2023	215.76		12/23	401-5968
Total NEBRASKA EQUIPMENT INC (3545):					215.76			
<b>NEBRASKA SNOW EQUIPMENT (3570)</b>								
NEBRASKA SNOW EQUIPMENT	1	Invoice	REPLACEMENT RAM-SN	11/22/2023	233.00		12/23	401-5968
Total NEBRASKA SNOW EQUIPMENT (3570):					233.00			
<b>NEBRASKA.GOV (3575)</b>								
NEBRASKA.GOV	1	Invoice	JUSTICE CASE LISTING (	11/30/2023	5.00		12/23	101-5420

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NEBRASKA.GOV (3575):					5.00			
<b>ONE CALL CONCEPTS INC (3810)</b>								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	11/30/2023	92.26		12/23	002-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	11/30/2023	92.26		12/23	001-9730
Total ONE CALL CONCEPTS INC (3810):					184.52			
<b>ONE SOURCE THE BACKGROUND CHECK (3815)</b>								
ONE SOURCE THE BACKGROUND CHECK	1	Invoice	BACKGROUND CHECK	11/16/2023	19.00		12/23	001-9623
Total ONE SOURCE THE BACKGROUND CHECK (3815):					19.00			
<b>OUTDOOR SOLUTIONS (3870)</b>								
OUTDOOR SOLUTIONS	1	Invoice	MULCH - LIBRARY	11/27/2023	112.00		12/23	701-5330
Total OUTDOOR SOLUTIONS (3870):					112.00			
<b>PACE ANALYTICAL (3885)</b>								
PACE ANALYTICAL	1	Invoice	ACUTE WET TESTING	11/20/2023	982.60	1520	12/23	003-7282
Total PACE ANALYTICAL (3885):					982.60			
<b>PACE PAYMENT SYSTEMS INC (ACH) (5851)</b>								
PACE PAYMENT SYSTEMS INC (ACH)	1	Invoice	MYGOV ONLINE PAYMEN	12/01/2023	5.00		12/23	101-9926
Total PACE PAYMENT SYSTEMS INC (ACH) (5851):					5.00			
<b>PAPER TIGER SHREDDING (3905)</b>								
PAPER TIGER SHREDDING	1	Invoice	PAPER SHREDDING	11/30/2023	70.00		12/23	201-5329
Total PAPER TIGER SHREDDING (3905):					70.00			
<b>PCL COMMUNICATIONS (6192)</b>								
PCL COMMUNICATIONS	1	Invoice	RADIO MIC. EAR PIECES	11/27/2023	366.20		12/23	531-6477
Total PCL COMMUNICATIONS (6192):					366.20			
<b>PHILIP RUBOTTOM (6412)</b>								
PHILIP RUBOTTOM	1	Invoice	CONSUMER DEPOSIT RE	12/05/2023	27.86		12/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total PHILIP RUBOTTOM (6412):					27.86			
<b>POLICE CHIEFS ASSOC OF NE (4025)</b>								
POLICE CHIEFS ASSOC OF NE	1	Invoice	2024 MEMBERSHIP DUE	12/05/2023	100.00		12/23	201-5400
Total POLICE CHIEFS ASSOC OF NE (4025):					100.00			
<b>PRESTO-X (4050)</b>								
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	11/27/2023	59.80		12/23	502-5750
Total PRESTO-X (4050):					59.80			
<b>RICHARD KIMBROUGH (6413)</b>								
RICHARD KIMBROUGH	1	Invoice	UTILITY OVERPAYMENT	12/05/2023	67.70		12/23	001-4106
Total RICHARD KIMBROUGH (6413):					67.70			
<b>SANDRY FIRE SUPPLY LLC (4495)</b>								
SANDRY FIRE SUPPLY LLC	1	Invoice	COATS, PANTS	11/22/2023	24,260.00		12/23	303-5261
Total SANDRY FIRE SUPPLY LLC (4495):					24,260.00			
<b>SE NEBRASKA DEVELOPMENT DISTRICT (4570)</b>								
SE NEBRASKA DEVELOPMENT DISTRICT	1	Invoice	QTRLY DUES	07/01/2023	6,630.00		12/23	101-5400
Total SE NEBRASKA DEVELOPMENT DISTRICT (4570):					6,630.00			
<b>SECURITY EQUIPMENT INC (5787)</b>								
SECURITY EQUIPMENT INC	1	Invoice	POLE MOUNTS	11/17/2023	130.00		12/23	501-6484
Total SECURITY EQUIPMENT INC (5787):					130.00			
<b>SEWARD COUNTY INDEPENDENT (4590)</b>								
SEWARD COUNTY INDEPENDENT	1	Invoice	ACCT#1680 1 YEAR REN	11/21/2023	28.00		12/23	521-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	11/22/2023	11.82		12/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	11/27/2023	128.52		12/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	LIBRARY	11/29/2023	12.73		12/23	701-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2187	11/29/2023	12.27		12/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	POLICE OFFICER ADVER	11/30/2023	71.50		12/23	201-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	FIRE PUBLICATION	11/29/2023	12.73		12/23	301-5390

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total SEWARD COUNTY INDEPENDENT (4590):					277.57			
<b>SID DILLON CHRYSLER DODGE (6414)</b>								
SID DILLON CHRYSLER DODGE	1	Invoice	2019 DODGE TRUCK REP	05/05/2023	495.00		12/23	302-5791
Total SID DILLON CHRYSLER DODGE (6414):					495.00			
<b>SID DILLON FORD (4635)</b>								
SID DILLON FORD	1	Invoice	UNIT 322 RADIATOR LEA	04/28/2023	1,881.91		12/23	001-8460
SID DILLON FORD	1	Invoice	OIL CHANGE/FILTER UNI	06/12/2023	61.14		12/23	201-5810
SID DILLON FORD	1	Invoice	TRANSMISSION FLUSH U	11/21/2023	328.83		12/23	201-5791
Total SID DILLON FORD (4635):					2,271.88			
<b>STRYKER SALES LLC (4870)</b>								
STRYKER SALES LLC	1	Invoice	RESCUE EQUIPMENT	11/17/2023	262.08		12/23	302-5331
Total STRYKER SALES LLC (4870):					262.08			
<b>THE RADAR SHOP (5805)</b>								
THE RADAR SHOP	1	Invoice	RECERT RADAR UNITS/T	11/29/2023	448.00		12/23	201-5660
Total THE RADAR SHOP (5805):					448.00			
<b>TRANSUNION RISK &amp; ALTERNATIVE (6152)</b>								
TRANSUNION RISK & ALTERNATIVE	1	Invoice	TLO MONTHLY CHARGE	12/01/2023	340.40		12/23	201-5660
Total TRANSUNION RISK & ALTERNATIVE (6152):					340.40			
<b>U.S. BANK (5170)</b>								
U.S. BANK	1	Invoice	JERRY CC, WALMART 04	11/24/2023	5.94		12/23	101-6201
U.S. BANK	2	Invoice	JERRY CC, GALLERY CO	11/24/2023	106.73		12/23	001-9900
U.S. BANK	3	Invoice	JERRY CC, GALLERY CO	11/24/2023	106.73		12/23	002-9900
U.S. BANK	4	Invoice	JERRY CC, GALLERY CO	11/24/2023	106.73		12/23	003-9900
U.S. BANK	5	Invoice	JERRY CC, GALLERY CO	11/24/2023	106.72		12/23	401-9900
U.S. BANK	6	Invoice	JERRY CC, SCC CPR 11-	11/24/2023	59.00		12/23	101-9760
U.S. BANK	7	Invoice	JERRY CC, GAVELBUDD	11/24/2023	235.75		12/23	521-5332
U.S. BANK	8	Invoice	JERRY CC, LINCOLN JOU	11/24/2023	335.00		12/23	201-5390
U.S. BANK	9	Invoice	JERRY CC, CHRISTMAS	11/24/2023	741.27		12/23	101-6201
U.S. BANK	10	Invoice	JERRY CC, FLAGS.COM	11/24/2023	69.90		12/23	050-6020

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	11	Invoice	JERRY CC, FLAGS.COM	11/24/2023	209.70		12/23	601-8500
U.S. BANK	12	Invoice	JERRY CC, FLAGS.COM	11/24/2023	159.80		12/23	521-6020
U.S. BANK	13	Invoice	JERRY CC, FLAGS.COM	11/24/2023	200.00		12/23	501-6020
U.S. BANK	14	Invoice	JERRY CC, CANVA 03966	11/24/2023	14.99		12/23	101-6050
U.S. BANK	15	Invoice	JERRY CC, AM CPR CON	11/24/2023	102.50		12/23	101-8500
Total U.S. BANK (5170):					2,560.76			
<b>UNION BANK &amp; TRUST CO (5205)</b>								
UNION BANK & TRUST CO	1	Invoice	TAX BONDS SRS 2017	11/15/2023	624.00		12/23	150-9971
UNION BANK & TRUST CO	1	Invoice	HWY ALLC FD PLEDGE B	09/19/2023	11,283.75		12/23	532-9971
UNION BANK & TRUST CO	2	Invoice	HWY ALLC FD PLEDGE B	09/19/2023	60,000.00		12/23	532-9970
UNION BANK & TRUST CO	1	Invoice	TAX BONDS SRS 2017 IN	09/19/2023	52,666.25		12/23	150-9971
UNION BANK & TRUST CO	1	Invoice	BONDS SRS 2018 PRINCI	09/19/2023	55,000.00		12/23	150-9970
UNION BANK & TRUST CO	2	Invoice	BONDS SRS 2018 INTER	09/19/2023	8,787.50		12/23	150-9971
Total UNION BANK & TRUST CO (5205):					188,361.50			
<b>UPS (5240)</b>								
UPS	1	Invoice	POSTAGE	11/25/2023	10.70		12/23	003-9650
Total UPS (5240):					10.70			
<b>USABLUBOOK (5250)</b>								
USABLUBOOK	1	Invoice	METER GASKET RUBBE	03/03/2023	83.36		12/23	002-8031
USABLUBOOK	1	Invoice	RETURNED METER GAS	03/17/2023	71.90-		12/23	002-8031
USABLUBOOK	1	Invoice	WATER SAMPLE SUPPLI	08/15/2023	89.08		12/23	002-7281
Total USABLUBOOK (5250):					100.54			
<b>WACKEL'S MACHINE SHOP (5340)</b>								
WACKEL'S MACHINE SHOP	1	Invoice	BRACKETS FOR NEW SI	11/20/2023	242.00		12/23	531-6477
Total WACKEL'S MACHINE SHOP (5340):					242.00			
<b>WINDSTREAM (5465)</b>								
WINDSTREAM	1	Invoice	PHONE-LIBRARY	11/21/2023	283.70		12/23	701-7530
Total WINDSTREAM (5465):					283.70			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>XPRESS BILL PAY (ACH) (5606)</b>								
XPRESS BILL PAY (ACH)	1	Invoice	ONLINE PMT FEE	11/30/2023	279.87		12/23	003-9926
XPRESS BILL PAY (ACH)	2	Invoice	ONLINE PMT FEE	11/30/2023	279.87		12/23	002-9926
XPRESS BILL PAY (ACH)	3	Invoice	ONLINE PMT FEE	11/30/2023	279.87		12/23	001-9926
Total XPRESS BILL PAY (ACH) (5606):					839.61			
Grand Totals:					921,884.24			

Report GL Period Summary

GL Period	Amount
12/23	920,682.04
11/23	1,202.20
00/00	.00
Grand Totals:	921,884.24

Vendor number hash: 577463  
 Vendor number hash - split: 810253  
 Total number of invoices: 164  
 Total number of transactions: 281

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	921,884.24	.00	921,884.24
Grand Totals:	921,884.24	.00	921,884.24

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

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Jim Pillen, Governor

November 17, 2023

City of Crete  
243 E 13th St.  
PO Box 86  
Crete, NE 68333

Dear City Clerk,

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2024 and runs thru December 31, 2024. The rates for 2024 will remain the same as 2023. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 1, 2023** for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	\$ 1,430.00	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,030.00	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2023 thru December 31, 2023.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office at 302 Superior St, Lincoln, NE 68521 by **January 10, 2024**.

Sincerely,

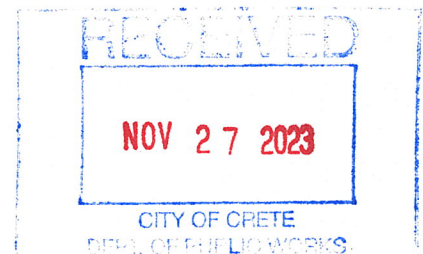
Katy Ambriz  
Enclosures

Vicki Kramer, Director  
Department of Transportation

District 1 Headquarters  
302 Superior Street  
Lincoln, NE 68521-2481

[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-0850 FAX 402-471-3401  
NDOT.ContactUs@nebraska.gov



NEBRASKA

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DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. 57  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Crete  
Municipal Extensions in Crete

We hereby agree that Maintenance Agreement No. 57 described above be renewed for  
the period January 1, 2024 to December 31, 2024.

All terms and attachments to remain in effect as per the original agreement with revised  
rates per Attachment B attached hereto.

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

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: City of Crete

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

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

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 39-2105			
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Maintenance Responsibility</u> Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121				
	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Crete

Date: 11/17/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.46 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.46 lane miles x \$2,100.00 per lane mile = \$21,966.00.

Snow Removal

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

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (Explain)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
West City Limits to Pine Ave	33	9.47	10.8	1.33	2	2.66	2.66	0
Pine Ave to East City Limits	33	10.8	13.29	2.49	3	7.47	4.98	2.49
South City Limits to Beginning of One-Way Cutoff	103	41.29	42.62	1.33	2	2.66	2.66	0
One-Way Cutoff to N-33 Jct	103	42.62	42.7	0.08	3	0.24	0.16	0.08
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
<b>Total Lane Miles</b>				<b>5.23</b>		<b>13.03</b>	<b>10.46</b>	<b>2.57</b>

**NEBRASKA**

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 57 QE 2207 Supp 1  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Crete  
Municipal Extensions in Crete

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Crete

Date: 12/6/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.46 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.46 lane miles x \$2,100.00 per lane mile = \$21,966.00.

Snow Removal

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

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
West City Limits to Pine Ave	33	9.47	10.8	1.33	2	2.66	2.66	0
Pine Ave to East City Limits	33	10.8	13.29	2.49	3	7.47	4.98	2.49
South City Limits to Beginning of One-Way Cutoff	103	41.29	42.62	1.33	2	2.66	2.66	0
One-Way Cutoff to N-33 Jct	103	42.62	42.7	0.08	3	0.24	0.16	0.08
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
<b>Total Lane Miles</b>				<b>5.23</b>		<b>13.03</b>	<b>10.46</b>	<b>2.57</b>

## ORDINANCE NO. 2188

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; TO VACATE WHITTIER AVENUE WHICH LIES ADJACENT TO BLOCK 15 NORTH OF BURLINGTON ESTATES PLAT, COLLEGE PARK ADDITION; AND TO RESERVE THE UTILITY EASEMENT TO THE VACATED PROPERTY.**

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

**Section 1.** That, pursuant to Neb. Rev. Stat. § 16-611, the following described street, alley, or right-of-way that was previously dedicated to the public shall be and is hereby vacated:

All of Whittier Street that lies adjacent to Block 15, North of Burlington Estates Plat, College Park Addition, City of Crete, Saline County, Nebraska.

**Section 2.** That the City of Crete shall reserve the utility easement through vacated Whittier Avenue.

**Section 3.** That the City of Crete shall grant the vacated street to the owners of the abutting property.

**Section 3.** 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 4.** 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 5.** That this ordinance shall be published in a newspaper of general circulation or 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 5th day of December, 2023.

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Mayor

ATTEST:

---

City Clerk

# NEBRASKA MUNICIPAL POWER POOL

## WRITTEN BALLOT

(Fourth Amended and Restated Articles of Incorporation)

Member Name: CITY OF CRETE, NE

Member Address: PO BOX 86, CRETE, NE 68333-0086

**Instructions:** Mark "Vote For" to vote for the proposed action listed below, and "Vote Against" to vote against it. Mark only one box with respect to the proposed action. Sign where indicated below.

<input type="checkbox"/> Vote For	<b>Proposed Action:</b> The adoption of the enclosed Fourth Amended and Restated Articles of Incorporation.
<input type="checkbox"/> Vote Against	

The undersigned hereby certifies to Nebraska Municipal Power Pool that he or she: (a) is now duly authorized to execute this Ballot on behalf of the above-captioned Nebraska Municipal Power Pool Member; and that any previous contrary designation, certification, or appointment of a Member Representative or Alternate Representative for the above-captioned Nebraska Municipal Power Pool Member is hereby revoked and superseded; **or** (b) is an elected official of the Member which is a governmental entity, and that the Member Representative and Alternate Representative are unable to vote on behalf of the Member due to their absence.

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

(Signature)

\_\_\_\_\_  
Print name

### IMPORTANT:

**For this Ballot to be counted, it must be completed, signed and received by NMPP no later than 5:00 p.m. prevailing Central time, Wednesday, December 27, 2023.**

To return the completed, signed Ballot to NMPP, you must do one of the following:

- Send the Ballot by email to: [legal@nmppenergy.org](mailto:legal@nmppenergy.org)

OR

- Return the Ballot by mail to: Nebraska Municipal Power Pool  
Attn: Videll Sabio  
8377 Glynoaks Drive  
Lincoln, NE 68516



## **Summary of Proposed Amendments of Nebraska Municipal Power Pool Articles of Incorporation**

This document summarizes the amendments to Nebraska Municipal Power Pool's (NMPP) Articles of Incorporation that are reflected in the proposed Fourth Amended and Restated Articles of Incorporation that accompanies this Summary. NMPP's Board of Directors is proposing these changes to streamline and modernize NMPP's governance and operations.

As explained in more detail below, the amendments provide for NMPP's Board to consist of nine Directors, with three representatives from each of the Municipal Energy Agency of Nebraska (MEAN), the National Public Gas Agency (NPGA), and the Public Alliance for Community Energy (ACE). With the Board chosen in this manner, voting memberships in NMPP are eliminated under the proposal. Note, however, that voting membership in MEAN, NPGA, and ACE remain unchanged.

### **PURPOSES AND POWERS**

*Article III (see page 1 of the proposed Articles)*

The proposed amendments modify NMPP's purposes to include providing support to and coordination among organizations dedicated to supporting municipal utilities, engaging in legislative and regulatory advocacy, and rendering assistance in the fields of municipal utility oriented energy, communications and delivery of such other essential municipal utility services that enhance the quality of life of citizens of the communities served. References to Members are eliminated by the amendment.

### **DISTRIBUTION AND DISSOLUTION**

*Article IV (see pages 1-2 of the proposed Articles)*

The proposed amendments affirm that NMPP's activities remain essentially public in nature, consistent with its purpose to promote the common good and general welfare of the community.

The proposed amendments modify the manner of handling NMPP's remaining assets, in the event of dissolution. The proposed Fourth Amended and Restated Articles provide that upon NMPP's dissolution, following payment of its creditors, its remaining assets will be distributed to MEAN, NPGA, and ACE according to a plan adopted by the NMPP Board of Directors at the time of dissolution. The proposed amendments eliminate reference to Members receiving assets upon NMPP's dissolution. They also eliminate a disclaimer of liability with respect to Members, because NMPP will have no Members if the proposal is adopted.

### **MEMBERS**

*Article V (see page 2 of the proposed Articles)*

The proposed amendments terminate all memberships in NMPP, effective when the Fourth Amended and Restated Articles of Incorporation are adopted. The reference to provisions regarding Members in the Bylaws is eliminated.

## MANAGEMENT

*Article VI (see pages 2-3 of the proposed Articles)*

The proposed amendments provide for NMPP's Board to consist of nine Directors, who shall generally be the Chair, Vice Chair, and Secretary-Treasurer of each of the following organizations: MEAN, NPGA, and ACE. The proposed amendments include special rules to ensure that the same person cannot be appointed to serve by more than one of those organizations, and permits the organization left with a vacancy to appoint an alternate NMPP Director from its own Board of Directors. Correspondingly, the reference to the election of NMPP's Board of Directors by the Members is eliminated.

## REGISTERED OFFICE/AGENT

*Article VII (see page 3 of the proposed Articles)*

The proposed amendments update the registered office and agent to reflect the current headquarters at 8377 Glynoaks Drive, Lincoln, County of Lancaster, State of Nebraska 68516, and Robert L. Poehling as registered agent.

## ELIMINATION OF MEMBER-SPECIFIC PROVISIONS

*Article VIII of the Third Amended and Restated Bylaws*

If the proposal is adopted, NMPP will no longer have Members. Accordingly, the proposed amendments remove provisions related to assessments to Members and Member approval of indebtedness. The proposed amendments also eliminate provisions coordinating the establishment of an annual operating budget with Member assessments.

## AMENDMENT OF BYLAWS

*Proposed new Article VIII (see pages 3-4 of the proposed Articles)*

The proposed amendments include a provision clarifying that the Board may amend and restate the Bylaws of NMPP, notwithstanding anything to the contrary in its current Bylaws.

## AMENDMENT OF ARTICLES

*Proposed new Article IX (see page 4 of the proposed Articles)*

The proposed amendments reflect that the Board may approve future amendments to the Articles of Incorporation, in the manner permitted by the Nebraska Nonprofit Corporation Act.

## ORIGINAL INCORPORATORS

*Proposed new Article X (see page 4 of the proposed Articles)*

The proposed amendments add a reference to NMPP's original incorporators, to reflect a requirement in the Nebraska Nonprofit Corporation Act.

*This summary is only a general description of the amendments to the Articles of Incorporation proposed by the Board of Directors on November 2, 2023.*

**PROPOSED**

**FOURTH AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
NEBRASKA MUNICIPAL POWER POOL**

**ARTICLE I**

**Name**

The name of the corporation is Nebraska Municipal Power Pool (the "Corporation").

**ARTICLE II**

**Classification**

This Corporation is a mutual benefit corporation.

**ARTICLE III**

**Purposes and Powers**

3.1 **Purposes and Powers.** The purpose of the Corporation is to promote the common good and general welfare of communities served by municipal utilities by providing support to and coordination among organizations dedicated to supporting municipal utilities, engaging in legislative and regulatory advocacy, and rendering assistance in the fields of municipal utility oriented energy, communications and delivery of such other essential municipal utility services that enhance the quality of life of citizens of the communities served. Notwithstanding any other provision in these Articles of Incorporation, the Corporation shall have authority to undertake only those purposes and exercise those powers permitted to be undertaken or exercised by organizations exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended and in effect (the "Code"), as an organization described in Section 501(c)(4) of the Code.

3.2 **Limitations.** Except upon dissolution and liquidation pursuant to the terms hereof and the Nebraska Nonprofit Corporation Act (the "Act") and as permitted by the Code, no part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its Directors, officers or other private persons. However, the Corporation may pay reasonable compensation for services rendered to or for the Corporation in connection with the accomplishment of its exempt purposes and may reimburse reasonable expenses incurred on its behalf.

## **PROPOSED**

### **ARTICLE IV Distributions and Dissolution**

In all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of this Corporation, voluntary or involuntary or by operation of law, the following provisions shall apply:

A. This Corporation shall engage only in activities which are essentially public in nature, consistent with its exempt purpose to promote the common good and general welfare of the community.

B. If the Corporation shall be dissolved, all assets of the Corporation that remain following payment of creditors shall be distributed to the Municipal Energy Agency of Nebraska, a Nebraska political subdivision created under the Nebraska Municipal Cooperative Financing Act ("MEAN"); the National Public Gas Agency, a public body corporate and politic of the State of Nebraska created under the Nebraska Interlocal Cooperation Act ("NPGA"); and the Public Alliance for Community Energy, a public body corporate and politic of the State of Nebraska created under the Nebraska Interlocal Cooperation Act ("ACE"), according to a plan to be adopted by the Board of Directors at the time of dissolution in accordance with the requirements of the Act.

### **ARTICLE V Members**

Effective with these Fourth Amended and Restated Articles of Incorporation, the Corporation shall not have members.

### **ARTICLE VI Management**

A. Powers Vested in the Board. The business and affairs of the Corporation shall be managed by its Board of Directors, in which shall be vested all of the powers conferred on the Corporation by the Act, these Articles of Incorporation, and the Bylaws.

B. General Rules for Directors. Effective with these Fourth Amended and Restated Articles of Incorporation, the Corporation shall have nine Directors, determined in the following manner, subject to Article VI, Section C:

1. MEAN shall be entitled to appoint three Directors, who shall consist of the Chair, Vice Chair, and Secretary-Treasurer of MEAN's Board of Directors.

## PROPOSED

2. NPGA shall be entitled to appoint three Directors, who shall consist of the Chair, Vice Chair, and Secretary-Treasurer of NPGA's Board of Directors.

3. ACE shall be entitled to appoint three Directors, who shall consist of the Chair, Vice Chair, and Secretary-Treasurer of ACE's Board of Directors.

For purposes of this Article, MEAN, NPGA, and ACE are each an "Appointing Entity." The Directors shall serve terms coextensive with their respective terms of service in the offices indicated for the Appointing Entity. A change in the occupant of one of the foregoing offices shall automatically constitute removal of the corresponding Director and appointment of the successor officer to the corresponding position on the Corporation's Board of Directors.

C. Special Rules for Directors. In no event shall the same person serve as a Director appointed by more than one of the following entities: MEAN, NPGA or ACE, as in the example of X. Jones being both the Chair of MEAN and the Vice-Chair of NPGA. If the situation should occur that the same person holds more than one of the positions listed above in this Section B, such a person must choose one and only one position listed above in this Section B, which for purposes of the NMPP Board of Directors, said person will act as one of the appointed Directors. The Chair of the entity (MEAN, NPGA or ACE) which is then left with a vacancy on the NMPP Board of Directors shall appoint a Director from its Board of Directors, to fill any vacancy on the NMPP Board of Directors arising out of this paragraph.

D. Officers. The Board of Directors shall elect, annually, from among its members one President, one Vice President and one Secretary/Treasurer.

## ARTICLE VII

### Registered Office/Agent

The street address of the registered office of the Corporation is 8377 Glynoaks Drive, Lincoln, County of Lancaster, State of Nebraska, 68516; and the name of the Corporation's registered agent at such address is Robert Poehling.

## ARTICLE VIII

### Bylaws

Effective with these Fourth Amended and Restated Articles of Incorporation and notwithstanding anything in the Corporation's current Bylaws to the contrary, the Board of Directors may amend and restate its Bylaws as provided in Section 21-19,113 of the Act.

**PROPOSED**

**ARTICLE IX**  
**Amendments**

The Board of Directors shall have the power to amend these Articles by the affirmative vote of a majority of the Directors in office at the time of the amendment. However, no amendment or change in these Articles may be made at any time regarding the nonprofit status of the Corporation.

**ARTICLE X**  
**Original Incorporators**

The name and street address of each of the original incorporators of the Corporation are as set forth in the original Articles of Incorporation dated December 5, 1975, filed with the Secretary of State on December 8, 1975.

*(Signature page to follow.)*

**PROPOSED**

Pursuant to Section 21-19,110 of the Act, these Fourth Amended and Restated Articles of Incorporation shall supersede in their entirety the previous Articles of Incorporation and any and all amendments, restatements or revisions thereto.

Dated \_\_\_\_\_, 2023.

NEBRASKA MUNICIPAL POWER POOL,  
a Nebraska nonprofit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President



**ORDINANCE 2189 - EXHIBIT A**

**Amending Ordinance 2182**

**NON-BARGAINING UNIT OFFICER AND EMPLOYEE SALARIES & WAGES**

**SALARIED POSITIONS**

<b>APPOINTED POSITIONS</b>	Maximum Salary Per Biweekly Pay Period
City Administrator	\$6,679.50
City Attorney	\$5,572.32
City Clerk	\$3,498.45
City Treasurer/Finance Director	\$3,910.15
Fire Chief	\$460.98

<b>NON-APPOINTED POSITIONS</b>	Maximum Salary Per Biweekly Pay Period
Airport Manager	\$2,307.69
Ambulance Administrator	\$352.77
Assistant Fire Chief	\$276.57
Building Inspector	\$2,946.21
Community Assistance Director	\$2,587.36
Deputy City Clerk	\$2,425.21
Economic Development Coordinator	\$2,425.63
Economic Development Director	\$3,553.73
Electric Superintendent	\$4,095.61
GIS Technician & Technical Support Specialist	\$2,589.24
Grant Writer	\$2,343.20
Human Resource Coordinator	\$2,589.68
Human Resources Director	\$3,254.00
IT Director	\$3,423.15
Library Director	\$3,211.15
Media Specialist	\$2,130.73
Office Manager	\$2,611.34
Parks and Recreation Director	\$3,706.34
Police Chief	\$4,366.08
Police Captain	\$3,470.41
Public Works Director	\$4,524.14
SSAR Report Preparation	1/4 Annual State Incentive Payment
Street Superintendent	3/4 Annual State Incentive Payment
Street Supervisor	\$2,860.62

**HOURLY POSITIONS**

<b>CITY ADMINISTRATION</b>	1	2	3	4	5	6	7	8
Administrative Assistant	\$15.43	\$16.37	\$17.32	\$18.24	\$19.18	\$20.12	\$21.05	\$21.98
Purchasing Clerk	\$20.77	\$21.82	\$22.87	\$23.92	\$24.97	\$26.02	\$27.07	\$28.14
<b>FIRE &amp; RESCUE</b>	1							
Ambulance Attendant	\$24.04							
Ambulance Maintenance	\$17.07							
Firefighter Call Response	\$8.00	per call						

**ORDINANCE 2189 - EXHIBIT A**  
**Amending Ordinance 2182**

Officer Call Response	\$10.00		per call					
<b>LIBRARY</b>	1	2	3	4	5	6	7	8
Assistant Director	\$21.84	\$22.96	\$24.08	\$25.20	\$26.32	\$27.44	\$28.56	\$29.69
Children's Librarian	\$19.81	\$20.80	\$21.79	\$22.78	\$23.77	\$24.76	\$25.75	\$26.71
Librarian	\$19.81	\$20.80	\$21.79	\$22.78	\$23.77	\$24.76	\$25.75	\$26.71
Library Clerk	\$16.05	\$16.82	\$17.59	\$18.36	\$19.13	\$19.90	\$20.67	\$21.41
Library Aide	\$14.00							
<b>PARKS &amp; RECREATION</b>	1	2	3	4	5	6	7	8
Parks Groundskeeper I	\$18.17	\$19.09	\$20.01	\$20.93	\$21.85	\$22.77	\$23.69	\$24.62
Parks Groundskeeper II	\$21.31	\$22.35	\$23.39	\$24.43	\$25.47	\$26.51	\$27.55	\$28.60
Parks Seasonal Laborer	\$13.29	\$13.65	\$14.01	\$14.37	\$14.74			
Pool Cashiers	\$11.75	\$12.15	\$12.55	\$12.96				
Pool Lifeguards	\$12.77	\$13.43	\$14.09	\$14.74				
Pool Manager/Swim Coach	\$14.61	\$15.22	\$15.83	\$16.44	\$17.05	\$17.66		
Pool Manager - Assistant	\$12.78	\$13.14	\$13.50	\$13.87				
Recreation Coordinator	\$21.31	\$22.35	\$23.39	\$24.43	\$25.47	\$26.51	\$27.55	\$28.60
Referees/Coaches	\$10.50							
<b>POLICE</b>	1	2	3	4	5	6	7	8
Administrative Assistant (PD)	\$17.59	\$18.66	\$19.73	\$20.80	\$21.87	\$22.94	\$24.01	\$25.05
Code Enforcement Officer	\$19.46	\$20.49	\$21.52	\$22.55	\$23.58	\$24.61	\$25.64	\$26.67
Noncertified Conditional Officer	\$22.40							
<b>PUBLIC WORKS</b>	1	2	3	4	5	6	7	8
<b>ADMINISTRATION</b>								
Admin Asst/Asst Office Manager	\$20.54	\$21.60	\$22.66	\$23.72	\$24.78	\$25.84	\$26.90	\$27.98
Bookkeeper	\$17.65	\$18.72	\$19.79	\$20.86	\$21.93	\$23.00	\$24.07	\$25.14
Customer Service Rep.	\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
Janitor/Custodian	\$15.84	\$16.49	\$17.14	\$17.79	\$18.44	\$19.09	\$19.74	\$20.37
Transfer Station Attendant	\$13.29	\$13.65	\$14.01	\$14.37	\$14.74			
Additional Duty	\$0.63	\$0.99	\$1.35	\$1.70	\$2.05	\$2.41	\$2.76	\$3.12
Meter Reader	\$0.39							
<b>CEMETERY</b>								
Cemetery Sexton	\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
Seasonal/Laborer	\$13.29	\$13.65	\$14.01	\$14.37	\$14.74			
<b>ELECTRIC</b>								
Electric Foreman	\$33.81	\$35.28	\$36.75	\$38.22	\$39.69	\$41.16	\$42.63	\$44.11
Electric Groundperson	\$22.21	\$23.48	\$24.77	\$26.05	\$27.33	\$28.61	\$29.89	\$31.18
Electric Lineman I	\$32.14	\$33.51	\$34.88	\$36.25	\$37.62	\$38.99	\$40.36	\$41.74
Electric Lineman II	\$26.52	\$27.81	\$29.10	\$30.39	\$31.68	\$32.97	\$34.26	\$35.54
Power Plant Operator	\$24.78	\$25.68	\$26.59	\$27.48	\$28.39	\$29.29	\$30.20	\$31.11
Power Plant Superintendent	\$31.29	\$32.51	\$33.73	\$34.95	\$36.17	\$37.39	\$38.61	\$39.84

**ORDINANCE 2189 - EXHIBIT A**  
**Amending Ordinance 2182**

STREET									
Street Foreman		\$24.93	\$26.15	\$27.37	\$28.59	\$29.81	\$31.03	\$32.25	\$33.50
Street Operator		\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
WASTEWATER									
Wastewater Lead Operator		\$27.38	\$28.77	\$30.16	\$31.55	\$32.94	\$34.33	\$35.72	\$37.13
Wastewater Operator		\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
Wastewater Superintendent		\$33.64	\$35.26	\$36.88	\$38.50	\$40.12	\$41.74	\$43.36	\$44.95
WATER									
Water Foreman		\$26.80	\$28.17	\$29.54	\$30.91	\$32.28	\$33.65	\$35.02	\$36.36
Water Operator		\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
Water Superintendent		\$28.20	\$29.68	\$31.16	\$32.64	\$34.12	\$35.60	\$37.08	\$38.59

## ORDINANCE NO. 2189

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO WAGES AND SALARIES; TO AMEND ORDINANCE NO. 2177 TO ADJUST THE WAGES AND SALARIES OF CITY OFFICERS AND NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF CRETE.**

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

**Section 1.** That the wages and salaries of city officers and non-bargaining unit employees specified in Exhibit A of Ordinance No. 2177 shall be amended and replaced by the new Exhibit A attached hereto. Said Exhibit shall be incorporated herein and in Ordinance No. 2177 as though set out in full.

**Section 2.** That all other sections, provisions, or parts of Ordinance No. 2177 that are not amended by this ordinance shall remain in full force and effect.

**Section 3.** 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 4.** 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 5.** 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 5th day of December, 2023.

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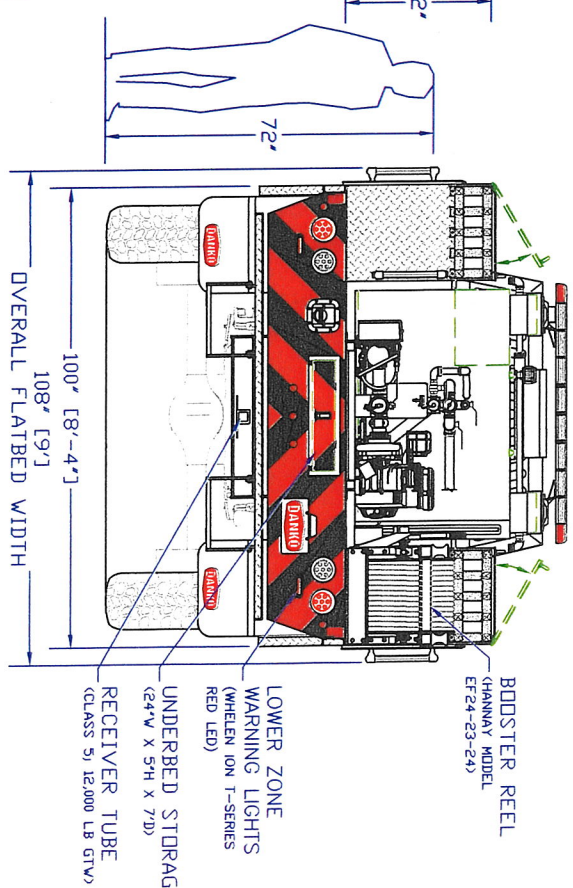
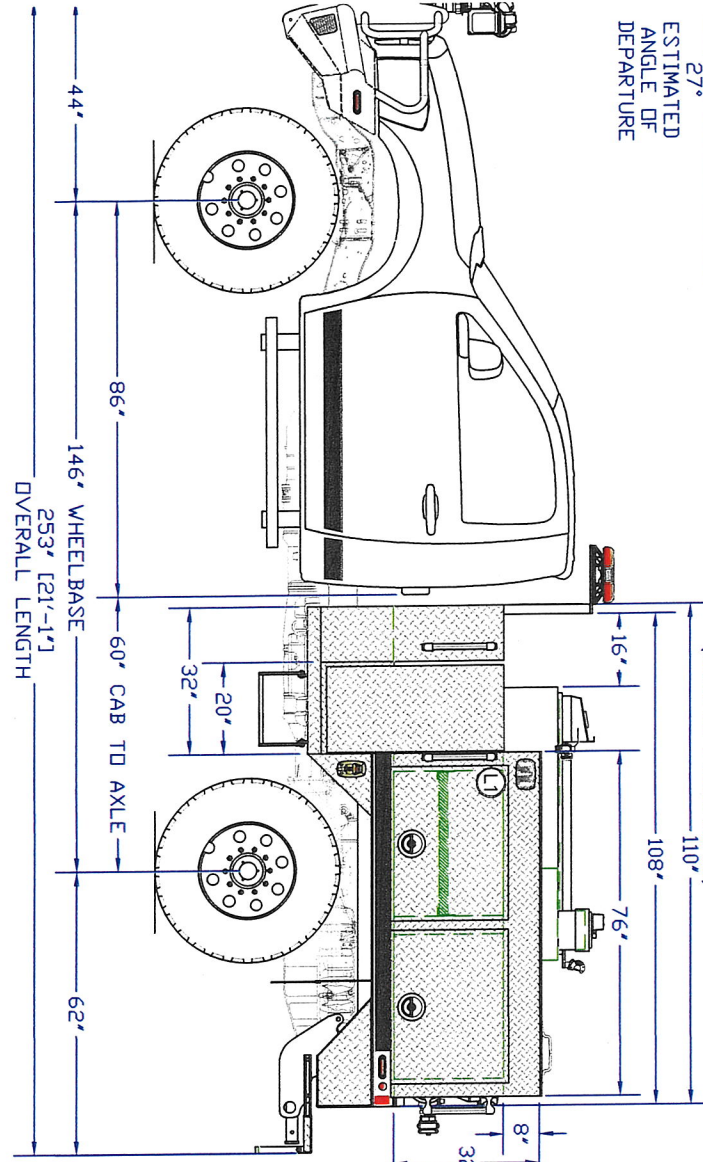
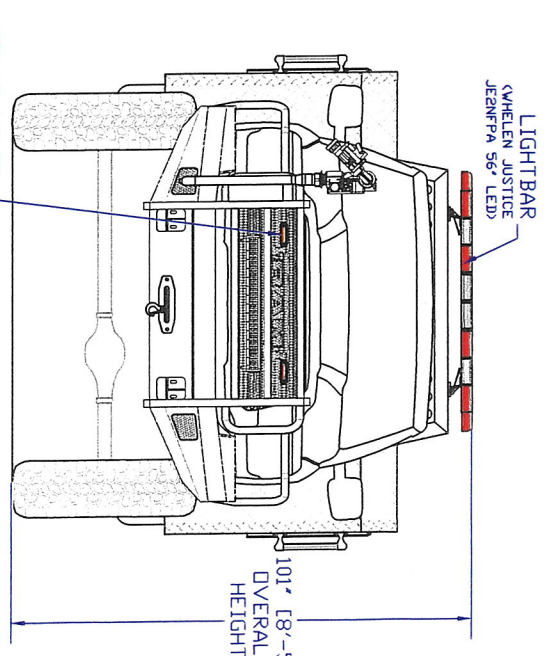
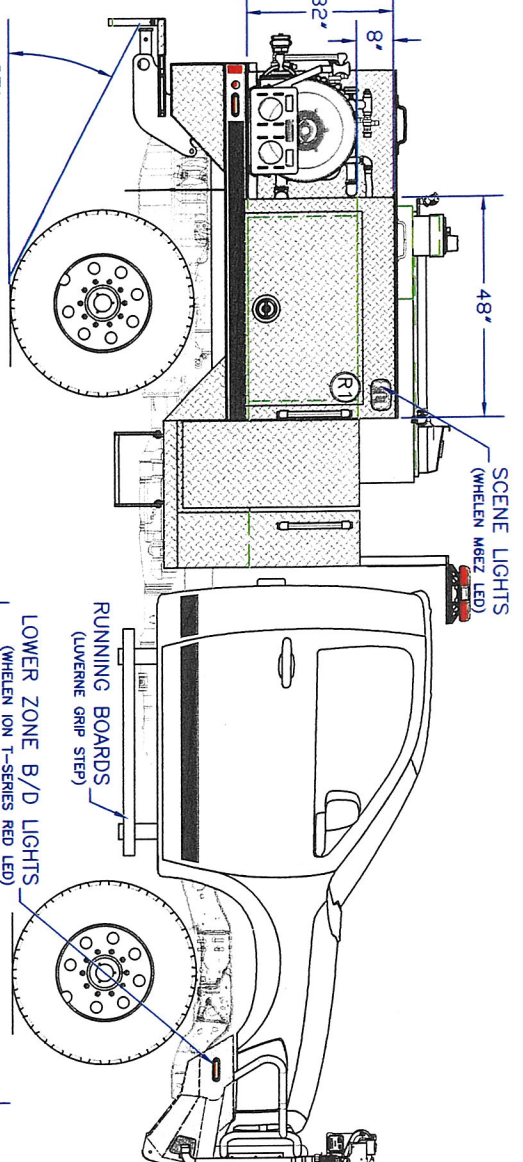
Mayor

ATTEST:

---

City Clerk

Seal



MP#1	OPENING	USABLE DEPTH
L1	2 OPENINGS 32" X 23"	19
R1	40" X 23"	19

PUMP: Waterous 2515BLE w/23HP B&S Eng  
 TANK: 400/12 Gallon Poly  
 FOAM: FoamPro 1601  
 BODY: 110" Aluminum Flatbed  
 CHASSIS: Ram 5500 Regular Cab

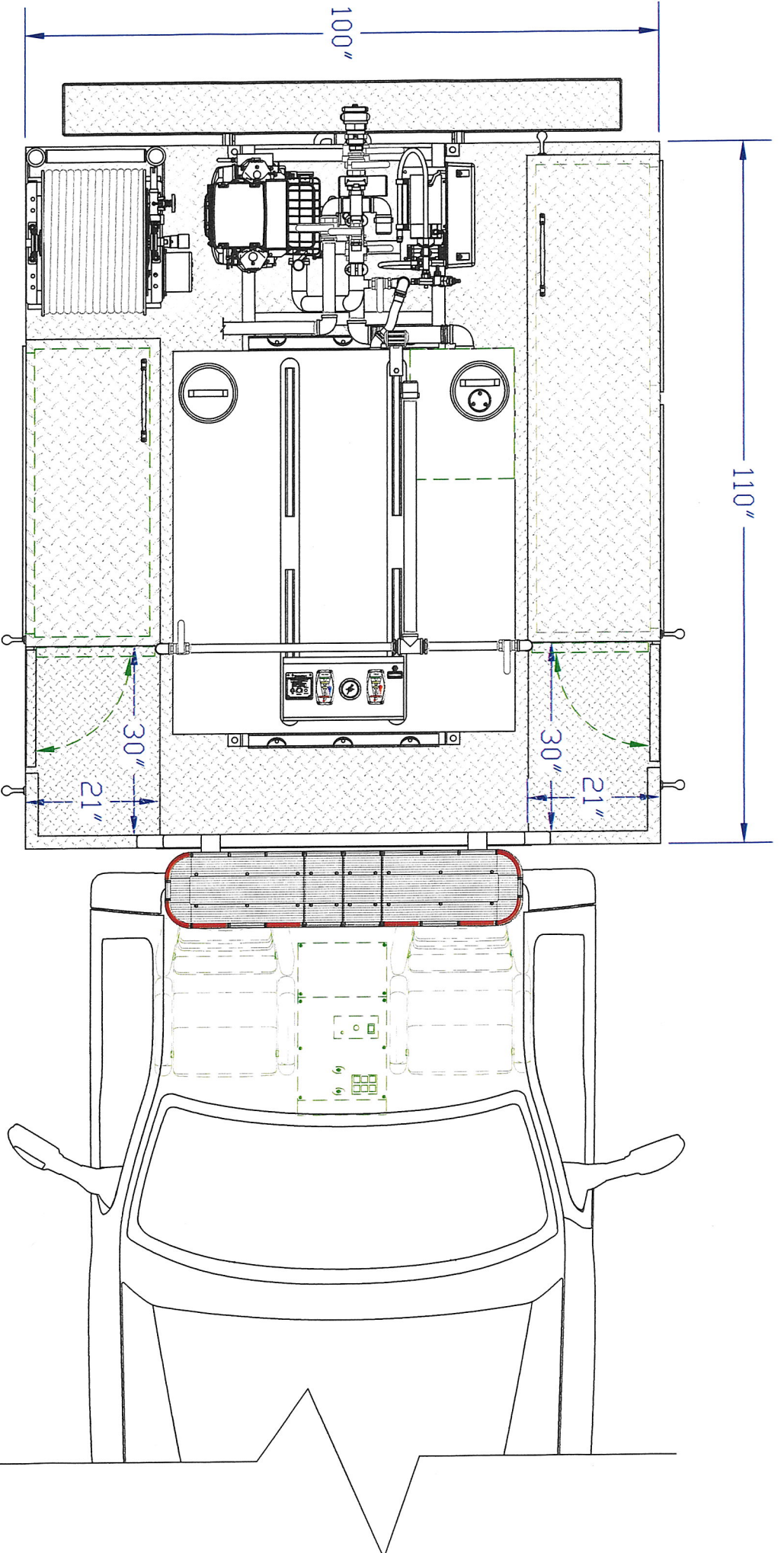
ID# BID-6989  
 DRAWN BY: CTK  
 SCALE: BEST FIT

CITY OF CRETE/CRETE FIRE & RESCUE  
 CRETE, NE  
 WILDLAND

# SALES DRAWING

DATE: 11/30/2023  
 DRAWN BY: CTK

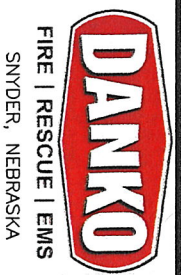
DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS



# SALES DRAWING

WILDLAND

CITY OF CRETE/CRETE FIRE & RESCUE  
 CRETE, NE

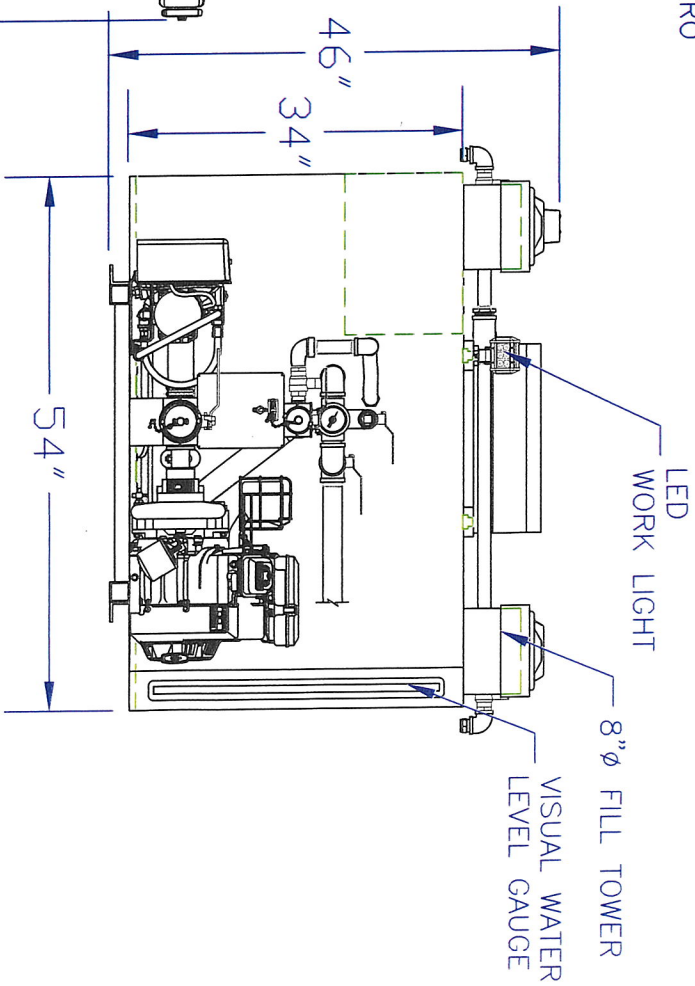
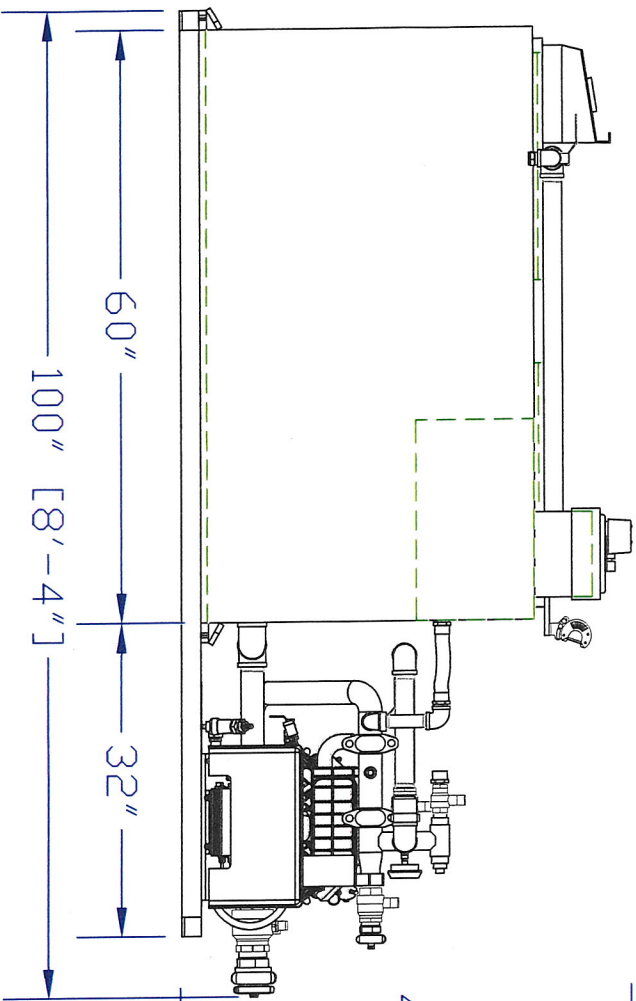
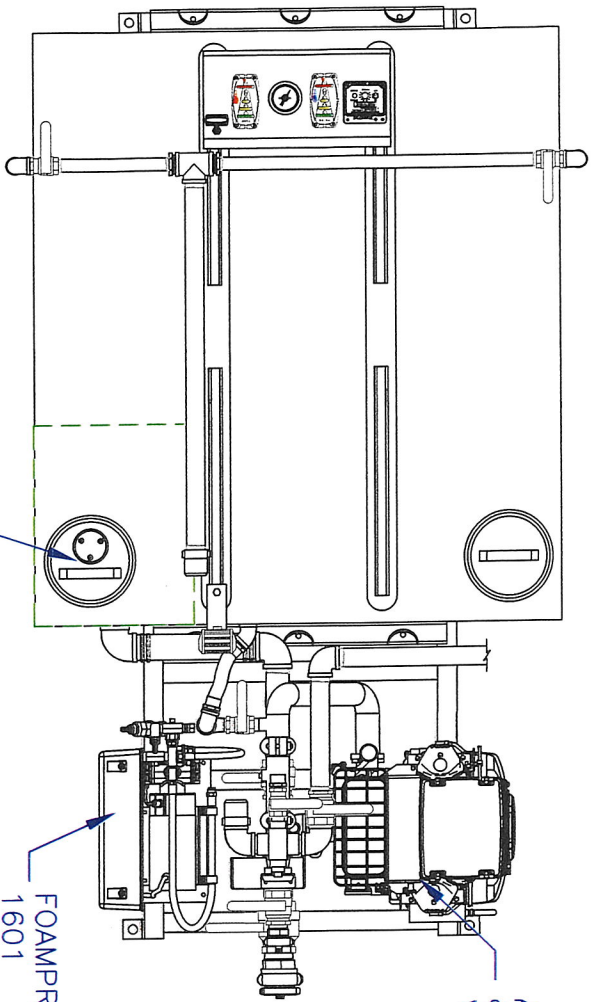


PUMP: Waterous 2515LE w/23HP B&S Eng  
 TANK: 400/12 Gallon Poly  
 FOAM: FoamPro 1601  
 BODY: 110" Aluminum Flatbed  
 CHASSIS: Ram 5500 Regular Cab

ID: BID-6989  
 DRAWN BY: CTK  
 SCALE: BEST FIT

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE IS PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS

DATE: 11/30/2023  
 DATE OF 2



**SALES DRAWING**

WILDLAND



FIRE | RESCUE | EMS  
SNYDER, NEBRASKA

PUMP: Waterous 2515LE w/23HP B&S Eng  
TANK: 400/12 Gallon Poly  
FOAM: FoamPro 1601  
BODY: 110" Aluminum Flatbed  
CHASSIS: Ram 5500 Regular Cab

FILE NAME:

ID: BID-6989

DRAWN BY: CTK

SCALE: BEST FIT

CITY OF CRETE/CRETE FIRE & RESCUE  
CRETE, NE

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS

DATE: 11/30/2023

DWG NO: 7



**DANKO EMERGENCY EQUIPMENT Co.**  
302 East 4<sup>th</sup> Street • PO Box 218 • Snyder, NE 68664-0218  
(402) 568-2200 • Fax (877) 568-2443 • trucksales@danko.net

**PROPOSAL FOR FIRE APPARATUS**

11/30/2023

TO: City of Crete/Crete Fire & Rescue  
Crete, NE

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of the accompanying contract, the following apparatus:

One (1) Danko Wildland Apparatus, as per Danko specifications	\$146,485.00
Installed on a 2023 Dodge RAM Regular Cab Chassis	
<b>TOTAL</b>	<b>\$146,485.00</b>

All of which are to be built in accordance with the specifications attached, and which are made a part of this agreement and contract to deliver same by 380-430 calendar days after receipt of signed and accepted contract to deliver same at Danko Emergency Equipment, Co. Proposal subject to all causes beyond our control, for the sum of:  
One hundred forty six thousand four hundred eighty five dollars and no/00-----

(\$ 146,485.00 ) F.O.B. Snyder, NE.

Terms: To be paid in full at final acceptance in Snyder, NE.

All payments of any nature must be paid directly from the customer to Danko Emergency Equipment Company in Snyder, Nebraska.

The amount named in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully Submitted  
DANKO EMERGENCY EQUIPMENT CO.

We agree to accept the above proposal

David Knobbe  
Title: Apparatus Sales Manager  
Date: 11/30/2023

(Customer Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## SALES AGREEMENT

This agreement, made by and between Danko Emergency Equipment Co. (the Company) of Snyder, Nebraska and \_\_\_\_\_ City of Crete/Crete Fire & Rescue of Crete, NE \_\_\_\_\_ (Buyer).

**WITNESSETH:** The Company agrees to deliver, upon the following terms and conditions, the apparatus and equipment described in the proposal and specifications attached hereto as a part of this agreement and contract.

**DELIVERY:** The apparatus and equipment covered by this contract shall be delivered FOB \_\_\_\_\_ Snyder, NE \_\_\_\_\_ within approximately 380-430 calendar days after acceptance of contract at the Company. Payment of the total purchase price will be made by \_\_\_\_\_ City of Crete/Crete Fire & Rescue of Crete, NE \_\_\_\_\_  
FOB at time of final delivery.

**SPECIFICATIONS:** It is specifically understood and agreed that the specifications in the attached proposal shall control, notwithstanding any other specification, written or oral, heretofore supplied or considered.

One (1) Danko Wildland Apparatus, as per Danko specifications  
**PRODUCT PURCHASED:** Installed on a 2023 Dodge RAM Regular Cab Chassis

**PAYMENT:** Buyer agrees to purchase and pay for the aforesaid apparatus the total sum of: (\$ 146,485.00 ) One hundred forty six thousand four hundred eighty five dollars and no/00-----  
**TERMS:** To be paid in full at final acceptance in Snyder, NE.

All payments of any nature must be paid directly from the Buyer to Danko Emergency Equipment Company, 302 East 4<sup>th</sup> Street, Snyder, Nebraska.

**AUTHORITY:** Only authorized officers of the Company may act for and on its behalf, and all other representations hereafter made are not binding upon the company.

**COMPLETENESS:** Buyer has fully read and understands this Sales Agreement. The Buyer acknowledges that this Sales Agreement is the full and complete agreement of the Company and Buyer and that any and all earlier discussions, dialogue and negotiations are merged into this Sales Agreement. Buyer asserts that there are no warranties, agreements, or understandings written or oral which in any manner alter, abridge, or conflict with the terms of the Sales Agreement. Buyer further understands that when accepted the Company this Sales Agreement may not be altered, modified, or abridged except with a formal, properly executed Change Order that has been signed by an authorized person for both the buyer and the Company.

**COMPLETION:** The Products shall be completed by the Company as outlined in this Agreement. This date is only approximate and is subject to delays caused by war, fire strike, Acts of God, shortages of materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other fact or event beyond the Company's control, none of which factors or events shall give rise to any liability on the part of the Company, whether for general, incidental, or consequential damages. Any such delay shall not constitute grounds for cancellation by Buyer.

**SURCHARGE:** If, during the agreement term, any existing orders are change by the manufacturer's (the Company) supplier after the issuance of a purchase order; or any new laws or regulations are enacted that require the Company to make substantial and unanticipated expenditures (whether capitalized or otherwise) with respect to the components ordered or with respect to the services provided hereunder, the Company may, subject to the terms of this paragraph impose a surcharge (a "Surcharge") to cover the customer's pro rata share of the cost of complying with these increase costs, laws or regulations.

**TAXES:** Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or us tax imposed upon the Company, Buyer of the Products. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**TERMS OF PAYMENT:**

- a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.
- b) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

**The Buyer** will receive written notice once the Vehicle is ready for inspection. The Company requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

**Use of Equipment; Indemnification:** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by the Company; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered, or bypassed. Buyer agrees to indemnify and hold the Company harmless from and against all claims, damages, and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach of Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

**CANCELLATION:** This Agreement is subject to cancellation by the Buyer. In the event of a cancellation, both parties shall agree to appropriate cancellation charges. Appropriate cancellation charges shall take into account expenses already incurred and Commitments made by the Company.

**LIMITED WARRANTY:** The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, The Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than specified in the operation and handling instructions provide by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

**WARRANTY DISCLAIMER:**

There are not warranties which extend beyond the description of the face hereof except as expressly set forth herein. The limited warranty granted by the company to the buyer herein shall be in lieu of all other warranties, express or implied. The company disclaims any implied warranty of fitness of the products for a particular purpose. No promise or affirmation of fact shall constitute warranty by the company or give rise to any liability or obligation of the company.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

**ROR/SALESMAN:**

ROR/Dealership: Danko Emergency Equipment

Sales Representative: Jeff Horn

Date: 11 / 30 / 2023

**CUSTOMER'S AUTHORIZED SIGNATURE/SIGNATURES:**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone Number: \_\_\_\_\_

**DANKO:**

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

Danko Emergency Equipment  
Mark A. Kreikemeier, President

Date of Sales Agreement Acceptance: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



FIRE | RESCUE | EMS

**DANKO ORDER CHECKLIST**

302 East 4<sup>th</sup> Street; PO Box 218

Snyder, NE 68664-0218

Toll Free: (866) 568-2200 • Phone (402) 568-2200

trucksales@danko.net • www.danko.net

**EVERYTHING** included in this packet must be completed as indicated and returned to Danko. **FAILURE** to include the proper information or make any unapproved changes to this information will only delay signing and acceptance of the contract. If the information does not apply please fill in N/A or give a brief explanation.

**DEPARTMENT INFORMATION:**

CUSTOMER/DEPARTMENT NAME: City of Crete, Crete Fire and Rescue

PHYSICAL ADDRESS: 210 E. 14<sup>th</sup> St.

MAILING ADDRESS: PO Box 411

CITY: Crete STATE: NE ZIP: 68333

DEPARTMENT PHONE: 402-826-3473

DEPARTMENT WEBSITE: \_\_\_\_\_

**DEPARTMENT BILLING ADDRESS: THIS IS WHERE VITAL PAPERWORK WILL BE MAILED/EMAILED. (CHANGE ORDERS, INVOICES, MSO, ETC.)**

CUSTOMER/DEPARTMENT NAME: \_\_\_\_\_

ATTN: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**AUTHORIZED CONTACTS:**

CONTACT 1: Tod Allen TITLE: Fire Chief

WK PH: \_\_\_\_\_ CELL PH: 402-560-6240

EMAIL: tod.allen@crete.ne.gov

CONTACT 2: James Yost TITLE: Asst. Chief

WK PH: \_\_\_\_\_ CELL PH: 402-418-1854

EMAIL: james.yost@crete.ne.gov

**PERFORMANCE BOND REQUIRED:**  Yes  NOT INCLUDED IN THE BID PRICE.

**FEMA GRANT:**  Yes  No

**FACTORY VISITS/INSPECTION TRIPS (AT CUSTOMER'S EXPENSE):**

PRE-CONSTRUCTION  Yes  No

CHASSIS INSPECTION  Yes  No

MID-POINT INSPECTION  Yes  No

FINAL/DELIVERY INSPECTION  Yes  No



**CHASSIS-DANKO SUPPLIED:** *Check One and Complete Information Below*

CHASSIS TOP SPEED: N/A MPH  
*\*\* Required for all commercial chassis; ex. IHC, FL, GMC, PBLT, etc.*

FIN (FLEET IDENTIFICATION NUMBER): \_\_\_\_\_  
*\*\* REQUIRED FOR FORD F-350, F-450, AND F-550 CHASSIS.*      CALL FORD FLEET @ 1-800-343-5338.  
CONTACT DAVID KNOBBE AT DANKO WITH QUESTIONS.

**TITLE/MSO ADDRESS** *(Indicate owner of this vehicle-how the title shall be completed.)*

NAME OF PURCHASER(S): City of Crete  
PHYSICAL ADDRESS: 243 E. 13<sup>th</sup> St.  
CITY: Crete STATE: NE ZIP: 68333

**CHASSIS-CUSTOMER SUPPLIED:** *Customer will submit a set of chassis specifications to Danko.  
Any changes to the chassis that are needed to build Danko vehicle will be at customer's expense.*

**REQUIRED MEASUREMENTS: CHECK ONE**

WE **DO NOT** HAVE HEIGHT, LENGTH OR WIDTH REQUIREMENTS

WE **DO** HAVE HEIGHT, Length or Width REQUIREMENTS *(Please Specify Below):*

Length 21' 6"  
\_\_\_\_\_  
\_\_\_\_\_

**LEASE INFORMATION:**     YES     NOT APPLICABLE

LEASING COMPANY: \_\_\_\_\_

CONTACT INFO: \_\_\_\_\_

RESOLUTION 2023 – 28

**RESOLUTION ESTABLISHING A TIME AND PLACE FOR THE PUBLIC HEARING ON THE PURCHASE OF REAL PROPERTY AT 1209 AND 1211 MAIN AVENUE, CRETE, NEBRASKA**

WHEREAS, the City of Crete has determined that it is in the best interest of the citizens of Crete to acquire the property located at 1209 and 1211 Main Avenue for commercial development, and

WHEREAS, Nebraska Revised Statute 18-1755 requires a public hearing prior to taking action on the purchase of real property.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY OF CRETE, NEBRASKA:** That the Mayor and Council shall hold a meeting at the City Hall in the City on the 19<sup>th</sup> day of December, 2023 at 6:00 for the purpose of hearing public comment on the purchase of the above real estate. 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. 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.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2023

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

RESOLUTION 2023 – 29

**RESOLUTION ESTABLISHING A TIME AND PLACE FOR THE PUBLIC HEARING ON THE PURCHASE OF REAL PROPERTY SOUTH CRETE BETWEEN S MAIN AVE AND BOSWELL AVE, CRETE, NEBRASKA**

WHEREAS, the City of Crete has determined that it is in the best interest of the citizens of Crete to acquire the property described as 3400 Crete PRCT PT S 1/2 SE 1/4 SEC. 34-8-4 39.02 acres and 3 0 0 Big Blue PRCT PT N 1/2 NE 1/4 Sec. 3-7-478.86 Acres for future development, and

WHEREAS, Nebraska Revised Statute 18-1755 requires a public hearing prior to taking action on the purchase of real property.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY OF CRETE, NEBRASKA:** That the Mayor and Council shall hold a meeting at the City Hall in the City on the 19<sup>th</sup> day of December, 2023 at 6:00 for the purpose of hearing public comment on the purchase of the above real estate. 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. 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.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2023

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 2190**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A DRINKING WATER REVENUE BOND, SERIES 2023, OF THE CITY OF CRETE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,745,000), IN THE FORM OF A PROMISSORY NOTE ISSUED TO EVIDENCE INDEBTEDNESS TO THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING THE FORM OF SAID BOND (ISSUED AS A SINGLE PROMISSORY NOTE) AND RELATED LOAN AGREEMENT; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE DRINKING WATER SYSTEM OWNED BY THE CITY FOR THE PAYMENT OF SAID BOND; PROVIDING FOR THE ISSUANCE AND SALE OF SAID BOND; AUTHORIZING THE DELIVERY OF SAID BOND TO THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SAID BOND AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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

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

- A. the City owns and operates a drinking water system which consists of 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, said system as now existing together with all additions and improvements thereto hereafter acquired or constructed are herein referred to as the “**Drinking Water System**”;
- B. the Drinking Water System represents a revenue-producing undertaking and facility of the City under the provisions of Sections 18-1803 to 18-1805, R.R.S. Neb, as amended, for which the City is authorized to issue revenue bonds;
- C. the City currently has outstanding no bonds, notes or other indebtedness for which the revenues of the Drinking Water System have been pledged or made security;
- D. The NDEE has approved a project of the City for its Drinking Water System consisting of the construction of a new well, transmission main, and water main replacements in several locations, and including all related work, land testing, construction change orders, and engineering fees, which has been designated as Project No. D311654 (the “**NDEE Project**” or “**Project**”), which project is more fully described in the “Loan Agreement between Nebraska Department of Environment and Energy and City of Crete, Nebraska, NDEE Project No. D311654” (the “**NDEE Agreement**”), and has agreed to lend from monies in the total principal amount of not to exceed \$3,700,000, and in connection with such loan has agreed to accept one or more bonds payable from the revenues of the Drinking Water System, and the Mayor and Council do hereby confirm, ratify and approve all prior actions of the City relative to approval and execution of the said NDEE Agreement;
- E. For the purposes of paying the costs of the NDEE Project as set forth in this Section 1, it is necessary and advisable for the City to issue its Water Revenue Bond, Series 2023, (the “**2023 Bond**”) in the principal amount of not to exceed \$3,700,000, issued as a single promissory note to the NDEE and payable from the revenues of the Drinking Water System.

Section 2. Unless the context shall clearly indicate otherwise, the following terms (in addition to any terms herein defined by parentheses) shall have the following meanings when used in this Ordinance:

- (a) the term “**Additional Bonds**” shall mean any and all bonds including refunding bonds and notes, hereafter authorized and issued by the City pursuant to the terms of this Ordinance which are equal to lien to the 2023 Revenue and equally and ratably secured therewith including any such bonds issued pursuant to Section 11 of this Ordinance.
- (b) the term “**revenues**” shall mean all the rates, rentals, fees, charges, earnings and other monies from any source whatever derived by the City of Crete through its ownership and operation of the Drinking Water System (including, without limitation, fees and charges for hook ups, taps and capital facilities charges).

Section 3. To provide for the payment of the costs of the Project, there shall be and there is hereby ordered issued the 2023 Bond, in the form of and evidenced by a single promissory note (sometimes referred to in this Ordinance, according to the context, as the “**2023 NDEE Note**” and sometimes as the “**2023 Bond**”) in the principal amount of not to exceed Three Million Seven Hundred Thousand Dollars (\$3,700,000), with such 2023 NDEE Note to be substantially in such form and to have such payment terms as are set forth as included in the NDEE Agreement attached as Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth. In connection with the issuance of the 2023 NDEE Note, the City shall also enter into the NDEE Agreement in substantially the form set forth in Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth. The terms and conditions of the 2023 NDEE Note, the NDEE Agreement, and NDEE Project are hereby approved and the Mayor and the City Clerk are hereby authorized to execute and deliver the NDEE Agreement and the 2023 NDEE Note for and on behalf of the City in the form attached, but with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City.

Section 4. The City hereby pledges and hypothecates all revenues and earnings, now or hereafter received, or otherwise due and owing to the City, derived from the ownership and operation of the City’s Drinking Water System and all extensions and enlargements thereof, including any additions and improvements hereafter made, for the payment of principal of and interest on the 2023 Bond and any Additional Bonds as the same fall due. So long as said revenues and earnings are sufficient to make all required payments of principal and interest with respect to the 2023 Bond and any Additional Bonds, all such required payments with respect to each such issue shall be made in full from the respective sub-accounts in the Water Revenue Bond Account for each such series. In the event that such revenues and earnings are insufficient to meet the required payments from the Water Revenue Bond Account, such revenues and earnings shall be allocated to the 2023 Bond and any such Additional Bonds, pro rata in accordance with the respective unpaid principal amounts then outstanding for the 2023 Bond and such Additional Bonds. The pledge and hypothecation provided for the 2023 Bond, as provided for in this

Ordinance, is intended to be and shall provide for a first and prior pledge of, lien upon and security interest in the revenues of the Drinking Water System (subject to the right of the City to issue Additional Bonds as provided in this Ordinance) for the payment of principal of and interest on the 2023 Bond, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Drinking Water System, and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended, with respect to its Drinking Water System.

Section 5. The City will maintain and collect rates and charges for all Drinking Water System service furnished from the Drinking Water System adequate to produce revenue and earnings sufficient at all times:

- (a) to provide for the payment of interest on and principal of the 2023 Bond and any Additional Bonds as such interest and principal become due; and
- (b) to pay all reasonable costs of operation and maintenance of the Drinking Water System, including adequate insurance as provided by this Ordinance and to pay for the necessary and reasonable repairs, replacements and extensions of said Drinking Water System.

Section 6. The application and handling of all revenues collected, derived and to be derived by the City from the operation of the Drinking Water System shall be governed by the terms of this Ordinance. There has been, and shall be, established a separate fund held by the City Treasurer, designated as the “Crete Water Fund” (herein referred to as the “**Water Fund**”), into which all of the revenues of the Drinking Water System are required to be deposited as and when received. Said Drinking Water System revenues are required to be deposited as and when reviewed. Said Water Fund shall be maintained so long as any of the 2023 Bond and any Additional Bonds remain outstanding. Within the Water Fund, in accordance with the requirements of this Ordinance, the accounts and sub-accounts shall be as follows:

I. **OPERATION AND MAINTENANCE ACCOUNT:** The City shall set aside in this account each month an amount sufficient for the operation and maintenance of its Drinking Water System and the expenses of maintenance and operation of said utilities shall be paid out of this account.

II. **WATER REVENUE BOND ACCOUNT:** Within the Water Revenue Bond Account there is hereby ordered established the 2023 Bond Payment Sub-account. Out of the Water Fund the City shall transfer into the Water Revenue Bond Account on or before the first day of each calendar month (or such other dates as may be determined in the NDEE Agreement) the amounts required to be deposited to the 2023 Bond Payment Sub-account in accordance with the following requirements for such sub-account:

Out of the Water Fund, the City shall pay into the Water Revenue Bond Account on or before the first day of each calendar month (or such other day of the month as may be determined in the NDEE Agreement) an amount sufficient to meet the payment requirements for each sub-account established therein. Upon the issuance of the 2023 Bond there is hereby ordered established the 2023 Bond Sub-account for purposes of providing

the payments on the 2023 Bond as the same falls due. Beginning with the first day of the month which immediately follows the “Initiation of Operation” (as defined in the NDEE Agreement, hereafter referred to as the “**Initiation of Operation**”) of the Project, and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next falling payment date for the 2023 Bond, will be sufficient to provide the required funds due on such payment date with respect to the 2023 Bond.

In any ordinance authorizing Additional Bonds a separate sub-account in the Water Revenue Bond Account shall be established for such Additional Bonds. Credits to the sub-accounts in the Water Revenue Bond Account shall be made at such times and in such amounts to provide sufficient funds in each sub-accounts within the Water Revenue Bond Account shall be made without preference or priority as between sub-accounts and if amounts available are insufficient to make all credits as required the available funds shall be allocated among the sub-accounts for the 2023 Bond, and the various issues of Additional Bonds pro rata in accordance with the respective unpaid principal amounts then outstanding for each issue. Each sub-account in the Water Revenue Bond Account shall constitute a separate account held in trust by the City Treasurer for the separate benefit of the issue of bonds for which it is established.

All such deposits to the Bond Payment Sub-accounts for shall be made in such amounts and at such times that there will be sufficient sums in each such sub-account to meet the payments required to be made by the City with respect to and the 2023 Bond as the same fall due. All such deposits are required to be made without preference or priority as between each such sub-account and any similar sub-account established for the 2023 Bond or any issue of Additional Bonds and if amounts available are insufficient to make all deposits as required, the available funds shall be allocated on a pro rata basis in accordance with the terms of Section 4 of this Ordinance. In the event of the issuance of any Additional Bonds, the City shall in the ordinance authorizing their issuance provide for a related sub-account in the Water Revenue Bond Account and for deposits into such sub-account sufficient to make payments upon such Additional Bonds as the same fall due. Such sub-account and the deposits required to be made thereto shall have equal rank and standing with the Bond Payment Sub-accounts established for the 2023 Bond Payment Sub-account and the payments required to be made to each thereof. Each sub-account in the Water Revenue Bond Account shall constitute a separate fund held in trust by the City for the separate special benefit of the issue or series of bonds for which it is established.

**III. SURPLUS ACCOUNT:** After providing for the Operation and Maintenance Account and after making the payments as hereinabove required to be made into the Water Revenue Bond Account, all remaining funds in the Water Fund shall be deposited into the Surplus Account to be used as follows:

- 1) To fill any deficiency in the foregoing accounts.
- 2) For the purpose of calling under their option provisions the 2023 Bond or for purchasing on the open market Additional Bonds.
- 3) For improvements, replacements, extensions and enlargements to the Drinking Water System.
- 4) For any other legal municipal purpose provided that money expended for other municipal purposes does not exceed 50% of the amount on hand in the Surplus account as of the time of such expenditure.

Any ordinance authorizing Additional Bonds may provide for the creation of additional accounts and sub-accounts in the Surplus Account or other accounts as may be established for such other purposes as the Mayor and Council shall deem appropriate. In the event that there is a deficiency in any of the accounts described in the foregoing subsections I and II, all moneys in the Surplus Account shall be applied for the purpose described in (1) above prior to any application to the purposes described in (2), (3) or (4) above.

Moneys on deposit in the Water Fund shall be invested in such obligations as are permitted by law for cities of the class to which the City belongs, maturing at such times not later than ten years from the date of such investment and in such amounts as shall be determined by the City. Earnings from the investment of such moneys shall not be credited to the particular fund, account or sub-account from which the investment was made but shall be treated as earnings of the Drinking Water System and shall be treated as any other revenues of such Drinking Water System. All investments held for the credit of any Fund or Account or sub-account may be sold when required to make the payment to be made from such Fund or Account or sub-account. Any moneys credited to the Water Fund or any Account or sub-account therein which are not invested shall be secured in the manner provided by law for the security of funds of cities of the class to which the City of Crete belongs.

It is understood that the revenues of the Drinking Water System are to be credited to the various accounts and sub-accounts hereinabove described and as set out in this Ordinance, and if within any period the revenues are insufficient to credit the required amounts in any of the said accounts or sub-accounts, the deficiencies shall be made up the following period or periods after payment into all accounts enjoying a prior claim on the revenues have been made in full.

Section 7. The City of Crete shall keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Drinking Water System and the holder or holders of the 2023 Bond and any Additional Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect said Drinking Water System and all properties comprising the same.

Section 8. The City Treasurer and the City Clerk shall be bonded, in addition to their official bond, by an insurance company licensed to do business in Nebraska, in amounts sufficient to cover at all times all the revenues and earnings of the Drinking Water System placed in their hands. Any other person employed by the City in the collection or handling of monies derived from the operation of the Drinking Water System shall also be bonded in an amount sufficient to cover all monies which may at any time be placed in such person's hands. The amount of such bonds shall be fixed by the Council and the cost thereof shall be paid from the earnings of said Drinking Water System, and they shall secure the faithful accounting of all monies.

Section 9. The City will maintain the Drinking Water System in good condition and operate the same in an efficient manner and at a reasonable cost. The City agrees with the holder or holders from time to time of the 2023 Bond that the City will continue to own, free from all liens and encumbrances, except the liens and pledges provided for in this Ordinance and will adequately

maintain and efficiently operate said Drinking Water System; provided, however, the City may dispose of property which is recommended for disposal by the manager or superintendent of the utilities, or an independent Consulting Engineer and which is determined as a matter of record by the Council to have become obsolete, non-productive or otherwise unusable to the advantage of the City.

Section 10. Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Crete of Additional Bonds payable from the revenues of the Drinking Water System, which Additional Bonds shall be on a parity with the lien of the 2023 Bond and equally and ratably secured therewith and entitled to the security and benefits of this Ordinance; provided that the issuance of such Additional Bonds is permitted pursuant to the terms of this ordinance, the NDEE Agreement and any ordinance authorizing Additional Bonds then outstanding.

Section 11. Nothing herein contained shall prevent the City from issuing bonds, revenue notes, or other forms of indebtedness, the payment of principal and interest of which is a charge upon all or a portion of the revenues of the Drinking Water System, junior or inferior to the 2023 Bond herein authorized, and to the payments to be made into the Operation and Maintenance Account, Water Revenue Bond Account described in Section 6 hereof and the City shall have the right to pay interest thereon and the principal thereof as long as no deficiency exists in the payments into such Accounts, from funds available for improvements and enlargements to the Drinking Water System or from other funds which are available for such debt service.

Section 12. The City will not hereafter grant any franchise or right to any person, firm or corporation to own or operate a water or sewer plant or system in competition with those owned by the City.

Section 13. Except for amendments which are required for the correction of language to cure any ambiguity or defective or inconsistent provisions, omission or mistake or manifest error contained herein, no changes additions or alterations of any kind shall be made by the City in the provisions of this Ordinance in any manner; provided, however, that from time to time the holder of the 2023 Bond by an instrument in writing signed by such holder and filed with the City Clerk shall have power to assent to and authorize any modification of the rights and obligations of the City and of the holder of the 2023 Bond and interest thereon and the provisions of this Ordinance that shall be proposed by the City, and any action authorized to be taken with the assent and authority given as aforesaid of the holder of said bond shall be binding upon such holder and upon

the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance. Any modification of the provisions of this Ordinance made as aforesaid shall be set forth in a supplemental ordinance to be adopted by the Mayor and Council of said City.

Section 14. So long as the 2023 Bond is outstanding, each of the obligations, duties, limitations and restraints imposed upon the City by this Ordinance shall be deemed to be a covenant between the City and the holder of said bond, and this Ordinance and every provision and covenant hereof shall constitute a contract of the City with every holder from time to time of said bond. Any holder of the 2023 Bond may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction enforce and compel performance of this Ordinance and every provision and covenant thereof including, without limiting the generality of the foregoing, the enforcement of the performance of all duties required by the City by this Ordinance and the applicable laws of the State of Nebraska, including in such duties the making and collecting of sufficient rates, rentals, fees or charges for the use and service of the Drinking Water System, the segregation of the revenues of the Drinking Water System and the application thereof to the respective Fund, Accounts and sub-accounts referred to and described in Section 6 of this Ordinance. Any holder of the 2023 Bond herein authorized or Additional Bonds shall, after default in payment, have the right to request the appointment of a receiver for the Drinking Water System.

Section 15. The City's obligations under this Ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for with respect to the 2023 Bond, shall be fully discharged and satisfied and such bond shall no longer be deemed outstanding hereunder if such bond shall have been purchased and cancelled by the City or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust solely for such payment, (i) sufficient money to make such payment and/or (ii) direct general obligations of the United States government or obligations guaranteed by the United States government ("Deposit Securities") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that, with respect to the 2023 Bond if it is to be paid prior to maturity, the City shall have duly given

notice of redemption of such bond as provided by law or made irrevocable provisions for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities and all interest and income from such Deposit Securities in the hands of such bank or trust company, in excess of the amount required to pay principal of and interest on the bond for which such monies were deposited, shall be paid over to the City as and when collected. With respect to any deposit made for purposes of satisfying the 2023 Bond under this Section 17, there shall be furnished to NDEE and the Nebraska Investment Finance Authority ("NIFA") an opinion of nationally recognized bond counsel that such deposit for payment of the 2023 Bond will not adversely affect the exclusion for interest from gross income for federal tax purposes on any bonds issued by NIFA to provide funds for deposit into the fund from which the proceeds of the 2023 Bond were disbursed and the furnishing of such opinion shall be a condition required to be satisfied prior to the making of any such deposit in trust for payment and satisfaction with respect to the 2023 Bond unless the 2023 Bond is to be prepaid and redeemed within 60 days from the time of such deposit.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 17. The Mayor and Council hereby expressly declare the intent and understanding that interest on the 2023 Bond shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the 2023 Bond pursuant to Section 149(e) of said Code.

Section 18. All ordinances, resolutions or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 19. This Ordinance shall be published in pamphlet or electronic form. This Ordinance is hereby determined to be a measure necessary to carry out the contractual obligations of the City relating to the Project and shall be in force and effect as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

Exhibit "A"

NDEE Loan Agreement

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LOAN AGREEMENT  
(Governmental Borrower)

Between the

**NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY**

And

**CITY OF CRETE, NEBRASKA**

**NDEE PROJECT NO. D311654**

**DATED AS OF \_\_\_\_\_**

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**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) "Bond Ordinance" means Ordinance No. \_\_\_\_ of the Borrower authorizing the Loan and this Loan Agreement.
- (e) "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.
- (f) "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.
- (g) "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.
- (h) "Drinking Water State Revolving Fund" or "DWSRF" means the Nebraska Drinking Water State Revolving Fund Act established pursuant to the Act and Regulations.
- (i) "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.
- (j) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.

- (k) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.
- (l) "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.
- (m) "Federal Act" means the Safe Drinking Water Act, et seq. as amended.
- (n) "Fund" means the Drinking Water Facilities Loan Fund established pursuant to the Act.
- (o) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (p) "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.
- (q) "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.
- (r) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (s) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (t) "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.
- (u) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.
- (v) "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.
- (w) "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.
- (x) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (y) "Loan Terms" means the terms as established by this Loan Agreement.
- (z) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81 1501 et seq., as amended.
- (aa) "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.

- (bb) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.
- (cc) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.
- (dd) "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.
- (ee) "Public Water System" means a Public Water System, as defined in Neb. Rev. Stat. §71 5301(10a).
- (ff) "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.
- (gg) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (hh) "Revenue Obligation(s)" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (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 the rates, rentals, fees, charges, earnings and other monies from any source whatever derived by the Borrower through its ownership and operation of the Drinking Water System (including, without limitation, fees and charges for hook ups, taps and capital facilities charges).
- (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 the Drinking Water System which produces the System Revenues.

## **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 Bond 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 Bond 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 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](http://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 System Revenues as the dedicated source of revenue for the repayment of the Loan. The pledge herein provided for is made in accordance with and under the terms of the Bond Ordinance and is security on a parity with the pledge made thereunder. 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 Drinking 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 Drinking Water System shall be on a parity with the lien on such revenue of any additional revenue bonds hereafter issued as provided in the Bond Ordinance. 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 Drinking 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 Drinking 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 Drinking 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 Drinking 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 material provisions of this Loan Agreement; (ii) material 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 material 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 13<sup>th</sup> 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 _____ <i>(printed name)</i>	By _____ <i>(printed name)</i>

<b>DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.</b>	
Title _____ <i>(signature)</i> Mayor	Title _____ <i>(signature)</i> 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 -	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
<b>TOTAL:</b>	<b>\$2,405,000</b>	<b>\$2,405,000</b>	<b>\$111,650.24</b>	<b>\$111,650.24</b>	<b>\$2,628,300.48</b>	

**ATTACHMENT B**

**PROJECT COSTS**

<b><u>COST CLASSIFICATION</u></b>	<b><u>ESTIMATED TOTAL COST</u></b>
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	\$ -
<b>10) SUBTOTAL (sum of lines 1-9)</b>	<b>\$ 3,197,160</b>
11) Contingencies	\$ 502,840
<b>12) SUBTOTAL (sum of lines 10-11)</b>	<b>\$ 3,700,000</b>
Less project (program) income	
<b>TOTAL PROJECT COSTS (line 12 minus 13)</b>	<b>\$ 3,700,000</b>
<b><u>SOURCE OF FUNDS</u></b>	
NDEE DWSRF Loan (Principal)	\$ 2,405,000
NDEE DWSRF Loan Forgiveness	\$ 1,295,000
<b>TOTAL PROJECT ASSISTANCE</b>	<b>\$ 3,700,000</b>

*Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.*

**OUTLAY SCHEDULE**

	<b>2023</b>	<b>2024</b>	<b>2025</b>
	<b>ESTIMATED OUTLAY</b>	<b>ESTIMATED OUTLAY</b>	<b>ESTIMATED OUTLAY</b>
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	\$ -
<b>ANNUAL TOTAL:</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ 2,200,000</b>
<b>TOTAL OUTLAY:</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ 3,700,000</b>

## 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](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**

**ADDITIONAL DOCUMENTS**

Attachment H.01 – Loan Forgiveness Form

Attachment H.02 – Ordinance No. \_\_\_\_\_

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**Attachment H.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.

Attachment H.02  
Ordinance No. \_\_\_\_\_

**AUTHORIZED ORDINANCE TO BE INSERTED**

DRAFT

## AGREEMENT FOR PAYMENT IN LIEU OF ANNEXATION

THIS AGREEMENT FOR PAYMENT IN LIEU OF ANNEXATION (the “Agreement”) is made and entered into as of November 1, 2023 by and among the City of Crete, a municipality incorporated and existing under the laws of the state of Nebraska (“City of Crete”), and Nestlé Purina PetCare Company, a Missouri corporation (“Nestlé Purina”).

### RECITALS:

- A. Nestlé Purina owns property in Saline County, Nebraska that is situated outside the present corporate limits of City of Crete, but abuts to property within the corporate limits of the City of Crete (such Nestlé Purina owned property being depicted on Exhibit “A” attached hereto and incorporated herein and such real estate shall be referred to herein as the “Nestlé Purina Subject Property”).
- B. City of Crete is currently evaluating whether to annex the Nestlé Purina Subject Property.
- C. City of Crete and Nestlé Purina desire to agree to an alternative to annexation that serves the best interests of City of Crete and Nestlé Purina.
- D. City of Crete and Nestlé Purina agree that Nestlé Purina will make a one-time payment to the City of Crete in the amount described in Section 2 of this Agreement, and the City of Crete shall not annex the Nestlé Purina Subject Property for a period of fifteen (15) years beginning on the date hereof and ending September 1, 2038.

NOW THEREFORE IN CONSIDERATION of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City of Crete and Nestlé Purina hereby agree as follows:

1. Agreement Not to Annex Nestlé Purina Subject Property: City of Crete hereby agrees that during the period beginning on the date hereof and ending on September 1, 2038 (the “Term”), City of Crete shall not annex or permit the annexation of the Nestlé Purina Subject Property into the city boundaries of the City of Crete and that City of Crete will not undertake any steps or measures preliminary to the annexation of the Nestlé Purina Subject Property.

2. Payment by Nestlé Purina; City of Crete Paving of Road Adjoining Nestlé Purina Subject Property:

(a) Nestlé Purina hereby agrees that it shall pay the City of Crete a one-time payment in the amount Four Hundred and Two Thousand Four Hundred Seventy-Nine Dollars (\$402,479) (the “Payment”) to pave Boswell Ave and County Road 2300 from the BNSF railway North of Highway 33 to E. 29<sup>th</sup> St as described and shown in Exhibits “B” and “C”, which are attached hereto and incorporated by this reference. The Payment shall be made within thirty (30) days of signing this agreement. In the event that certified costs are significantly higher than the estimated sum, the City of Crete reserves the right to invoice Nestlé Purina for one-third (1/3) of the additional participating costs, [in an amount not to exceed ten percent \(10%\) of the Payment outlined above.](#)

(b) On or prior to December 31, 2024, the City of Crete and Saline County, shall pave the road adjoining the Nestlé Purina Subject Property.

3. Nestlé Purina Subject Property Not Subject to City of Crete Ordinances: During the Term hereof, the Nestlé Purina Subject Property and personal property at such site shall not be within the corporate limits of

the City of City of Crete and it (and Nestlé Purina as the owner of it) shall not be subject to any assessments or taxes levied by City of Crete or to ordinances and regulations of City of Crete, except such ordinances and regulations of City of Crete, which by their terms are applicable to properties located outside the corporate limits of the City of City of Crete and then only to the extent that such ordinances and regulations may permissibly apply extraterritorially.

4. Conditions Precedent of City of Crete: The following shall be conditions precedent to Nestlé Purina's obligations under this Agreement and if all conditions precedent have not been fulfilled or waived by Nestlé Purina prior to May 31, 2024, Nestlé Purina at its option and in its sole discretion, may terminate this Agreement effective upon written notice to City of Crete: (a) the City Council of City of Crete by resolution duly adopted shall have approved the execution and performance hereof by City of Crete and a copy of such resolution shall have been provided to Nestlé Purina; and (b) the City of Crete has duly executed this Agreement.

5. Entire Agreement; No Implied Agreement: This this Agreement constitutes the entire agreement between City of Crete and Nestlé Purina with respect to the subject matter hereof and all prior negotiations, understandings, and arrangements are merged herein and there are no other terms and conditions hereof. Nothing contained herein shall impose upon either City of Crete or Nestlé Purina any implied obligations or duties of any nature or kind.

6. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of City of Crete and Nestlé Purina. Specifically, City of Crete and Nestlé Purina agree that this Agreement shall run with the Nestlé Purina Subject Property and all portions thereof and that it shall inure to the benefit of and binding upon all subsequent owners of the Nestlé Purina Subject Property or any portion thereof.

7. Governing Law: This Agreement shall be governed in all respects by the laws of the State of Nebraska, without regard to its conflicts of laws principles.

8. Notices: Any notices under this Agreement shall be sent via U.S. First Class Mail or hand delivery to the following addresses:

If to Nestlé Purina:  
Nestlé Purina PetCare Company  
Attn: Factory Manager  
2305 E. Highway 33  
Crete, NE 68333

With a copy to:  
Nestlé Purina PetCare Company  
Attn: General Counsel  
One Checkerboard Square  
St. Louis, MO 63164

If to City of City of Crete:  
City of Crete  
243 E. 13<sup>th</sup> Street  
Crete, NE 68333  
Attn: Tom Ourada

[Signature Page Follows]

Authorized representatives of the parties hereto have executed this Agreement as of the date first written above.

**City of Crete**

**Nestlé Purina PetCare Company**

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

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

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

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

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

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

Exhibit B

**Public ROW & Permanent Easement Description for Boswell Ave., in Saline County, NE**

Referring to the NE Corner of Sec 27-T8N-R4E, thence along an assumed bearing of N01°43'11"W along the east section line of the SE ¼ of Sec 22-T8N-R4E, and all bearings contained herein are relative thereto, a distance of 45.83 feet to the point of beginning; thence N86°28'04"E a distance of 33.02 feet; thence S01°43'11"E a distance of 13.70 feet; thence N87°59'11"E a distance of 16.71 feet; thence S02°13'04"E a distance of 1354.74 feet; thence S02°13'31"E a distance of 962.53 feet to the north right-of-way line of the BNSF Railroad; thence S45°29'19"W a distance of 31.91 feet along the north right-of-way line of the BNSF Railroad to the east edge of the new concrete paving; thence S02°02'11"E a distance of 129.05 feet to the south edge of the new concrete paving; thence S45°26'04"W a distance of 43.29 feet to the west edge of the new concrete paving; thence N01°56'08"W a distance of 219.97 feet to the north right-of-way line of the BNSF Railroad; thence S45°22'37"W a distance of 39.80 feet along the north right-of-way line of the BNSF Railroad; thence N01°56'51"W a distance of 272.58 feet; thence N88°03'09"E a distance of 15.00 feet to the existing street right-of-way; thence N01°56'51"W a distance of 332.00 feet; thence N01°53'48"W a distance of 68.00 feet; thence N01°59'14"W a distance of 276.16 feet; thence S88°13'49"W a distance of 30.16 feet; thence N02°13'04"W a distance of 1322.11 feet; thence N87°46'56"E a distance of 12.00 feet; thence N01°43'11"W a distance of 45.07 feet; thence N86°28'04"E a distance of 33.02 feet to the point of beginning, containing 4.65 acres, more or less, of right-of-way and permanent easement, of which approximately 0.10 acres, more or less, is permanent public easement from the BNSF Railroad.

## **Sec. 2.04 RESIDENCY**

All Department Heads are required to reside within 15 minutes of the city limits of the City of Crete. All Emergency Services employees and Utilities Department employees are required to reside within 30 minutes of the city limits of the City of Crete. Utility employees who are assigned "On Call" status shall reside within 20 minutes of the city limits of the City of Crete. Street Department employees who are assigned "On Call" shall reside within 30 minutes of the city limits of City of Crete.

Employees subject to particular residency requirements shall establish residency within six (6) months after the calendar day of the start of employment in the position subject to the residency requirement. That residence, or another meeting the particular residency requirement, will be maintained during the term of employment. For purposes of these Personnel Rules and Regulations, residency will mean the employee's normal place of domicile. Failure to comply with the residency requirement shall result in termination.

## **Sec. 3.06 HOURS OF WORK**

The 40-hour workweek shall be the standard workweek unless otherwise provided. All employees may be required to work over 40 hours per week. Employees in non-exempt classifications shall be compensated at a rate of time and one half of their regular rate of pay for all hours actually worked over 40 in the work week.

For purposes of calculating overtime, the work week starts at 12:00 a.m. on Monday and ends at 11:59 pm on the following Sunday. Hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime. Holidays shall count toward the calculation of overtime. Overtime shall not be paid more than once for the same hours worked.

Department Heads may establish work periods and hours of work, which differ from the standard to meet special department needs or workloads with the approval of the City Administrator.

Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) hours in a week.

Overtime shall be paid out in the next regular pay period unless the employee designates on the time sheet that the overtime worked is to be banked as compensatory time. An employee may accrue no more than 120 hours of compensatory time.

Exempt employees are not eligible for overtime for hours worked in excess of 40 during the workweek.

**LUNCH PERIODS:** Lunch periods may be established in one-hour increments. In the event that the employee is required to work through the lunch period or have lunch at their desk, the time will be added to the hours worked for the day.

**REST PERIODS:** Rest periods, more commonly referred to as "breaks" may be taken in 15-minute increments during each one-half workday when possible. No more than one break per half workday is permitted. Employees are encouraged to take breaks when the workload allows, but may not save up break time to use in larger increments than 15 minutes or to leave work early. Break time is to be used in the spirit in which is intended for and abuse of rest periods may be cause for disciplinary action.

**PAY SCHEDULES:** The City Clerk's Office will maintain pay schedules for approved classifications as prescribed by City Ordinance. The City may revise the pay schedule when changes in classes, availability of labor supply, prevailing rates of pay/comparability, or economic conditions so dictate. The new pay schedules will become effective upon the effective date of the ordinance that has been approved by the Mayor and City Council.

All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least 1 year with their performance to be evaluated on the anniversary of the change of status. After a successful introductory period, an employee may advance more than 1 step.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase. During employment with the City of Crete, an employee receiving the highest possible rating in all categories of the evaluation may be considered for more than a one-step increase when recommended by the Department Head and approved by the City Administrator. This type of increase shall only happen one time during the employee's tenure with the City of Crete.

**PROMOTIONS:** An employee who is promoted will be placed in the lowest step of his/her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in his/her new position, he/she may be reviewed by their Department Head for a step increase at this time.

**PAY PERIODS:** All employees will be paid biweekly. The pay period may be larger or smaller than two weeks. The Clerk-Treasurer, with the Mayor's approval, may, because of unforeseen incidents, change the day on which paychecks will be issued. If a holiday falls in the payroll processing week, the direct deposits may be delayed by one day. Direct deposit is required for all City employees.

**SAFE HARBOR:** The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in his/her paycheck should contact his/her supervisor and/or the City Clerk so that it may be corrected. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

**CALL BACK PAY:** An employee that is called into work from his/her home will be eligible to receive compensation at the rate of time-and-one-half for the actual hours they are engaging in work.

**ON CALL DUTY:** Designated employees will be required to be accessible and available for emergency call-out duty outside of regular working hours. This applies to the Street, Electric, Water, and Wastewater Departments.

This duty will extend for a one-week period of time, and will normally be rotated among qualified employees in the department. During this one-week period the employee must be located at all times within twenty (20) minutes of response. This will apply to Electric and Water Departments. Street Department employees must be located within thirty (30) minutes of response during this period.

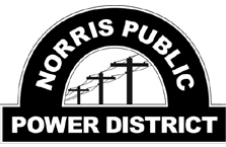
An employee will be compensated for "on call" duty for seven days of consecutive duty, beginning 8:00 a.m. on Monday and continuing to 7:59 a.m. the following Monday. From Memorial Day until Labor Day the time period is from 7:00 a.m. on Monday and continuing to 6:59 a.m. the following Monday.

The rate of compensation shall be four (4) hours pay at the Employee's regular rate of pay or four hours added to the Employee's comp time bank. The employee shall notify the Department Head of the method of compensation before the "on call" duty begins.

When the "on call" duty falls on an observed official City holiday, the rate of compensation shall be eight (8) hours pay at the Employee's regular rate of pay or eight hours added to the Employee's comp time bank. The employee shall notify the Department Head of the method of compensation before the "on call" duty begins. Only one employee, per department, will receive credit for "on call" duty over the holiday and/or the day off granted "in lieu" of a holiday falling on a Saturday or Sunday.

Employees temporarily assigned duties out of standard working hours, requiring their attendance during the hours that would normally be "on call" for the work attendance, will be compensated at actual time required, to be set by the Department Head. An employee assigned "on call" who is called out for unscheduled emergency work outside regular working hours, not a holiday, shall be compensated by a minimum of two hours at one and one-half the standard rate of pay.

Additional hours of work shall be compensated in pay or compensatory time off in increments of one-half hour actually worked, at a rate of one and one-half times the standard rate of pay unless callout falls within two hours of a previous call - then contiguous.



**Norris Public Power District**

606 Irving Street  
PO Box 399  
Beatrice, NE 68310  
Phone: 402-223-4038

**INVOICE: 10922**

Invoice Date: 11/22/2023  
Terms: DUE UPON RECEIPT  
Due Date: 11/22/2023  
Amount Due: \$ 11,552.83

CITY OF CRETE  
243 E 13TH ST  
PO BOX 86  
CRETE NE 68333-0086

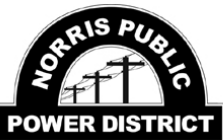
Account: 128  
Description: 2023 Facilities Transfer  
Norris Public Power to City of Crete  
Service to Map Location 08426204

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
Depreciated Value of Facilities	1.000	EA	2,007.8000	2,007.80	
Labor - Disconnect Tap	1.000	EA	574.0000	574.00	
Customer Revenue	1.000	EA	8,971.0300	8,971.03	

MESSAGES	
	Subtotal: \$ 11,552.83
	Tax: \$ 0.00
	Total: \$ 11,552.83
	Amount Paid: \$ 0.00
	Amount Due: \$ 11,552.83

Materials are provided "as is", without warranty of any kind, expressed or implied.

Account:	128
Invoice:	10922
Due Date:	11/22/2023
Amount Due:	\$ 11,552.83
Amount Of Payment:	_____



**Norris Public Power District**

606 Irving Street  
PO Box 399  
Beatrice, NE 68310  
Phone: 402-223-4038

Remit To:

NORRIS PUBLIC POWER DISTRICT  
P O BOX 399  
BEATRICE NE 68310-399

CITY OF CRETE  
243 E 13TH ST  
PO BOX 86  
CRETE NE 68333-0086

**2023 FACILITIES TRANSFER  
 NORRIS PUBLIC POWER TO CITY OF CRETE  
 SERVICE TO MAP LOCATION 08426204**

**CONSTRUCTION UNITS**

<u>WO#</u>	<u>Year Built</u>	<u>Today's Value</u>	<u>Depreciation Factor</u>	<u>Depreciated Value</u>
FARRINGTON	2004	4,461.78	0.45	2,007.80
<b>Construction Units Total</b>				<b>\$2,007.80</b>

**DISCONNECT TAP  
 REMOVE TRANSFORMER AND METER**

<u># of Hours</u>	<u>Description</u>	<u>Hourly Rate</u>	<u>Total</u>
2	Single Man Basket Truck	\$55	110.00
2	Digger Derrick Truck	\$80	160.00
2	Lineman - Regular Time	\$76	152.00
2	Lineman - Regular Time	\$76	<u>152.00</u>
<b>Disconnect Total</b>			<b>\$574.00</b>

**2023 FACILITIES TRANSFER  
NORRIS PUBLIC POWER TO CITY OF CRETE  
SERVICE TO MAP LOCATION 08426204  
DEPRECIATED VALUE SUMMARY**

Construction Unit Total	\$2,007.80
Disconnect Total	<u>574.00</u>
<i>Total Depreciated Value of Facilities</i>	<b><i>\$2,581.80</i></b>

<b>Norris Account Number</b>	<b>Name &amp; Address</b>	<b>Billing Period</b>	<b>Energy, Customer Charge &amp; Demand Charge</b>	<b>Usage</b>	<b>kW Billed</b>
210243001	MARY FARRINGTON-BROWN	Jan-2022	\$ 527.76	7,561	25.680
	BRIAN J O'HARE	Feb-2022	470.99	6,655	26.868
	547 COUNTY RD 2400	Mar-2022	336.03	4,526	23.544
	CRETE NE 68333	Apr-2022	304.31	4,011	26.472
	Mary: (402)480-8694	May-2022	209.11	2,516	22.392
	Brian: (402)219-1260	Jun-2022	207.03	2,005	26.400
	Email: bmecm09@live.com	Jul-2022	231.81	2,295	25.776
		Aug-2022	253.42	2,527	32.400
		Sep-2022	214.94	2,108	22.584
		Oct-2022	208.27	2,484	27.132
		Nov-2022	238.82	2,966	27.852
		Dec-2022	385.92	5,298	28.584
<b>Rate</b>	<b>Service Address</b>				
1	547 COUNTY RD 2400				
	<b>Service Map Location</b>				
	8426204				
		Total Revenue	\$ 3,588.41	44,952	
		Multiplied by	2.5		
		Due From City of Crete	<u>\$ 8,971.03</u>		



## **Master Fee Schedule**

**Fiscal Year 2022-23**

**CMC §1-930 Fiscal Management; Master Fee Schedule; Amendment; Conflicts**

- (1) Each fiscal year, the City Council shall adopt, by resolution, a [Master Fee Schedule](#), which shall establish rates, fees, charges, and other costs imposed by the City for goods and services provided to the public, for permits, licenses, and other grants of privilege, and for any other costs that may be imposed by law. A copy of the Master Fee Schedule, which shall be kept continually current, shall be readily available for public inspection at the City Clerk’s Office. Except as otherwise provided by law, all rates, fees, charges, and other costs found in the Master Fee Schedule shall be cumulative, and all rates, fees, charges, or other costs that may apply in a particular situation shall be due and payable.
- (2) The Master Fee Schedule may be amended from time to time by resolution, order, or other appropriate action of the City Council.
- (3) In the event of a conflict between the Master Fee Schedule and any other provision of the Crete Municipal Code, the highest rate, fee, charge, or other cost shall apply.

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**PART I: GENERAL ADMINISTRATION**

**General Administrative Services**

Recording/Filing Fee	\$10.00 for first page; \$6.00 per page for each additional
Certification Fee	\$1.50 per page
Notice Publication Fee	\$15.00
Copy Fee	See Library Services
Election Filing Fee	1% of annual salary of elected position
Returned Check Charge	\$20.00
Tax Increment Financing	
Application Fee	\$500
Processing Fee	\$1,500
Administrative Fee	1% of TIF Note principal

**Businesses and Organizations**

Business Registration Fee	\$20.00
Itinerant Merchant/Peddler Permit	
Standard Permit	\$25.00
Seasonal Permit	\$325.00
Snow Removal License	\$10.00
Liquor License Application Fee	\$25.00
Bingo Permit	\$10.00
Junk Dealer License	\$10.00
Tobacco Dealer Application Fee	\$15.00
Tobacco Retail License	\$50.00
Tobacco Wholesale License	\$100.00
Amusement Device License Fee	\$10.00 per device

**Fire and Rescue Services**

**Fire and Rescue Services**

Burn Permit Fee	\$10.00
Fire Safety Inspection Fee	\$50.00
Treat and Release	\$175.00
Ambulance Stand-by Service	\$100.00

## **Ambulance Services**

Basic Life Support (BLS)	
Ambulance Service, non-emergency	\$1,030.00 plus mileage rate
Ambulance Service, emergency	\$1,140.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile

Advanced Life Support (ALS)	
Ambulance Service, non-emergency	\$1,250.00 plus mileage rate
Ambulance Service, emergency - Level 1	\$1,410.00 plus mileage rate
Ambulance Service, emergency - Level 2	\$1,760.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile
Advanced Life Support Intercept	\$100.00

## **Library Services**

Late Return Fee – Print and Audiobooks	\$0.00
Late Return Fee – DVDs	\$0.10 per day, up to \$5.00 maximum
Copier/Printer Rates – 8.5" by 11" Black and White	\$0.20 per page/side
Copier/Printer Rates – 8.5" by 11" Color	\$0.50 per page/side
Copier/Printer Rates – Large Paper	Additional fee based on paper size

## **Parks and Recreation**

### **Recreation Programs**

Adult Coed Softball	\$425.00
Kickin' It Martial Arts	\$45.00
Micro Soccer	\$25.00
Micro T-Ball	\$25.00
Youth Basketball	\$30.00
Youth Flag Football	\$45.00
Youth T-Ball	\$25.00
Youth Soccer	\$45.00
Youth Volleyball	\$45.00

## **Pool and Swimming**

Pool - Daily Admissions	
3 yrs. old & under	\$0.00
4 to 17 yrs. old	\$4.00
18 to 54 yrs. old	\$6.00
55+ yrs. old	\$4.00
Non-swimming Parent/Guardian	\$1.00
Pool – Season Passes	
Individual	\$75.00
Two Person	\$95.00
Three Person	\$115.00
Four Person	\$135.00
Five Person	\$155.00
Six or More Person	\$175.00
Pool Parties	\$250.00
Swimming Lessons	
Infant/Toddler Lessons	\$30.00
Youth/Adult Lessons	\$45.00
Swim Team	\$50.00

## **Parks and Fields**

Field Rental	
Field Preparation Fee	\$50.00
Field Rental Fee	\$15.00 per hour
Camping Fees	
Campsite Fee – Tuxedo Park	\$10.00 per day
Extended Stay	As negotiated

## **Police and Code Enforcement**

### **Administrative Services**

1 to 5 Copies	\$5.00
6 to 10 Copies	\$10.00
11 to 20 copies	\$15.00
21 plus copies	\$20.00 plus \$0.50 per additional page
Email Accident Reports	\$5.00
CD/DVD	\$5.00
USB Drive	\$5.00
Local Background	\$5.00

## Vehicle and Traffic Enforcement

ATV & UTV Registration Fee	\$100.00 per year
Vehicle Impoundment Fee	\$25.00
Impound Storage Fee	\$5.00 per day
Vehicle Hobbyist Permit	\$100.00 per vehicle
Electric Vehicle Parking Fee	\$10.00 per hour after first 4 hours

## Animal Regulations

Impoundment Fee – Domestic Animals	\$20.00 for first offense; \$40.00 for subsequent offenses
Impoundment Fee – Livestock	\$75.00 for first offense; \$150.00 for subsequent offenses
Impoundment Fee – Dangerous or Prohibited Animal	\$200.00 for first offense; \$300.00 for subsequent offenses
Boarding and Care of Impounded Animals	Daily boarding rate, as billed
Euthanasia Charge	As billed by veterinarian

## Code Enforcement

Seasonal Grass Mowing	
1st Mowing	\$100 per hour
2nd Mowing	\$150 per hour
3rd and Subsequent Mowings	\$200 per hour
Tree and Brush Removal	\$100 per hour
Graffiti Removal	\$100 per hour
Snow Removal	
1st Removal	\$100 per hour
2nd Removal	\$150 per hour
3rd and Subsequent Removal	\$200 per hour
Nuisance Abatement	\$200 per hour plus landfill fees
Nuisance Hearing Application Fee	\$25.00

**PART II: BUILDING AND CONSTRUCTION**

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

**Commercial Building Permits**

Commercial Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$2,000	\$27.00
\$2,001 to \$5,000	\$48.00
\$5,001 to \$100,000	\$48.00 plus \$4.28 per \$1,000 over \$5,000
\$100,000 to \$500,000	\$455 plus \$2.14 per \$1,000 over \$100,000
\$500,000 to \$1,000,000	\$1,311 plus \$1.60 per \$1,000 over \$500,000
\$1,000,000 and over	\$2,113 plus \$1.07 per \$1,000 over \$1,000,000

Commercial Plumbing Permits	
Permit Issuance Fee	\$18.25 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

Commercial Mechanical Permits	
Permit Issuance Fee	\$37.50 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

**Residential Building Permits**

Residential Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$500	\$24.00
\$501 to \$2,000	\$24.00 plus \$3.00 per \$100 over \$500
\$2,001 to \$40,000	\$69.00 plus \$11.00 per \$1,000 over \$2,000
\$40,001 to \$100,000	\$487 plus \$9.00 per \$1,000 over \$40,000
\$100,001 to \$500,000	\$1,027 plus \$7.00 per \$1,000 over \$100,000
\$500,001 to \$1,000,000	\$3,827 plus \$5.00 per \$1,000 over \$500,000
\$1,000,001 and over	\$6,327 plus \$3.00 per \$1,000 over \$1,000,000

For the purpose of determining the estimated cost of work for residential projects, the following minimum square footage valuations will be used for new residential construction, additions, remodels, and residential accessory buildings:

Dwelling Unit	\$81.52 per sq. ft.
Finished Basement	\$24.56 per sq. ft.
Unfinished Basement	\$16.40 per sq. ft.
Accessory Building (inc. attached garages)	\$19.14 per sq. ft.
Deck	\$14.41 per sq. ft.
Concrete Slabs & Driveway	\$3.45 per sq. ft.
Swimming Pool / Spa	\$73.34 per sq. ft.
Residential Plumbing Permits	
New Construction Package	\$37.50 per dwelling unit
Permit Issuance Fee	\$18.25 plus the individual costs listed below:
Bathtub	\$6.50
Clothes Washer	\$4.25
Dish Washer	\$3.25
Floor Drain	\$4.25
Garbage Disposal	\$6.50
Laundry Tub	\$6.50
Lavatory	\$6.50
Lawn Irrigation System	\$16.00
Sewer Service Line	\$18.25
Shower	\$6.50
Sink	\$6.50
Water Closet	\$6.50
Water Conditioner	\$8.00
Water Heater	\$8.50
Water Service Line	\$18.25

Residential Mechanical Permits	
New Construction Package	\$37.50 per dwelling unit
Furnace Replacement	\$21.50
Central Air Replacement	\$21.50

**Miscellaneous Fees**

Fence Permit	\$25.00
Building Moving Permit	\$75.00
Mobile Home Permit	\$50.00
Demolition Permit	\$25.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00

**Inspections and Plan Review**

Additional Inspection Fee	\$80.00 per inspection
Plan Review Fee	\$50.00

**Public Property and Right-of-way**

Barricade Fee – Type 3	\$15.00 per day
Barricade Fee – Type 2 / 2A	\$5.00 per day
Curb Cut Permit	\$12.00 per linear foot with a \$75.00 minimum
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00

**Signs and Awnings**

Sign Permit Fee	\$27.00 or \$1.00 per sq. ft., whichever is greater
Awning Permit Fee	\$40.00 or \$4.00 per sq. ft., whichever is greater

**Specialized Trade and Contractor Licensing**

License & Registration Fees	
Master Plumber Contractor	\$75.00
Journeyman Plumber	\$37.50
Plumber’s Apprentice	\$25.00
Lawn Irrigation Contractor	\$25.00
Water Conditioning Contractor/Installer	\$75.00

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

**Equipment Rental Rate**

½ Ton Pick-up	\$40/Hour
¾ Ton Pick-up	\$40/Hour
1 Ton Pick-up	\$40/Hour

**PART III: LAND DEVELOPMENT, PLANNING, AND ZONING**

**Land Use and Zoning Compliance**

Floodplain Development Permit	With Building Permit
Comprehensive Plan Amendment	\$200.00

**Plat Review and Recording**

Preliminary Plat	\$200.00 plus City Engineer costs
Final Plat	\$200.00 plus City Engineer costs
Other Plats	\$200.00 plus City Engineer costs
Recording Fee	\$25.00

**Special Requests**

Special Exception Permit	\$200.00
Zoning Change	\$200.00
Variance Request	\$150.00

**Subdivision Development**

Application Fee	\$100.00
Subdivision Review & Inspection Fee	\$250.00
Recording Fee	\$25.00

**PART IV: PUBLIC WORKS AND UTILITIES**

**Airport Service**

Airplane Wash Bay (self-service)	\$50.00 per airplane
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**Electric Service March 1, 2023**

**Residential Service Rates**

Residential Services, all classifications, per month	
Customer charge	\$19.50
Rate per kWh – Summer	\$0.1087 per kWh
Rate per kWh – Winter	\$0.1087 per kWh for first 650 kWh used; \$0.0887 per kWh over first 650 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

**General Service Rates**

General Services, all classifications except General Service; Demand, per month	
Customer charge, single phase service	\$33.00
Customer charge, three phase service	\$57.35
Rate per kWh – Summer	\$0.1146 per kWh
Rate per kWh – Winter	\$0.1146 per kWh for first 1,200 kWh used; \$0.0971 per kWh over first 1,200 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service; Demand, per month	
Customer charge	\$85.00
On-peak demand charge – Summer	\$28.80
On-peak demand charge – Winter	\$21.00
Off-peak demand charge – Summer	\$9.80
Off-peak demand charge – Winter	\$21.00
Rate per kWh – All seasons	\$0.0463 per kWh

Electric Vehicle Charging Rate	\$0.135 per kWh
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## Large Power Service Rates

Large Power Service; LP1, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$27.25
On-peak demand charge – Winter	\$20.95
Off-peak demand charge – Summer	\$8.50
Off-peak demand charge – Winter	\$20.95
Rate per kWh – All seasons	\$0.0406 per kWh

Large Power Service; LP2, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$26.20
On-peak demand charge – Winter	\$19.85
Off-peak demand charge – Summer	\$8.25
Off-peak demand charge – Winter	\$19.85
Rate per kWh – All seasons	\$0.0395 per kWh

## Irrigation Service Rates

Customer charge	\$49.00
On-peak HP charge	\$94.50
Off-peak HP charge	\$32.85
Rate per kWh	\$0.0848 per kWh

The rates above are for the Irrigation Season from June 1 through September 30. During the off-season, the energy charge for all kWh used is based on the General Service G rate. There is a minimum seasonal charge that is the greater of: the HP charge or \$120. The billing HP is the nameplate rating of the motors connected to this service classification.

## Lighting Service Rates

City Street Lighting (SL), per month	
Customer charge	\$10.00
Rate per kWh – Summer	\$0.0627 per kWh
Rate per kWh – Winter	\$0.0627 per kWh

Rental Lighting (PL)	
Customer charge	\$10.00
PL1 – 175 watt mercury vapor light	\$8.50 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.70 per fixture

PL3 – 400 watt mercury vapor light	\$14.65 per fixture
PL4 – 400 watt sodium vapor light	\$14.65 per fixture
PL7 – 1,000 watt mercury vapor light	\$22.10 per fixture

Rental Lighting (ML)	
Customer charge	\$10.00
ML1 – 175 watt mercury vapor light	\$4.60 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.35 per fixture
ML3 – 400 watt mercury vapor light	\$5.65 per fixture
ML4 – 400 watt sodium vapor light	\$5.35 per fixture
ML7 – 1,000 watt mercury vapor light	\$7.10 per fixture

### **Cogeneration Rates**

Owners of small power and energy production facilities must enter into a small power and cogeneration agreement with the City.

Cogeneration CG1	
Customer charge – 240 volts or less	
Single phase meter	\$13.00 per meter
Three phase meter	\$29.00 per meter
Customer charge – Over 240 volts	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

Cogeneration CG2	
Customer charge – All voltages	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

The rate per kWh for energy purchased by the City will have a fuel and energy adjustment applied to the electric rate classification for retail power and energy sales to the producer, based on the pooled energy adjustment assessed by the City's power supplier.

Avoided Cost Rate for Solar and Wind Cogeneration	
Generator nameplate rating of 25 kW or less	\$0.04070 per kWh
Generator nameplate rating greater than 25 kW	\$0.04209 per kWh

### **Production Cost Adjustment**

The base production cost presently in effect is \$0.07184 per kWh, including purchased power costs

and transmission service.

**Fees and Charges**

Service Deposits	
Residential Services	
R and RL, except mobile homes	\$100.00
R and RL, mobile homes	\$250.00
RH and RHL, single-dwelling units	\$250.00
RH and RHL, multiple-dwelling units	\$150.00
General Services	
All general services	80% of the total amount of two months bills, with a minimum of \$50.00
Large Power Services	As set by contract with the City

The service deposits listed above shall apply to all new applications for electric service. The deposits do not apply to existing accounts or transfers of service within the service area of the City unless the customer’s rate classification changes.

Any service deposit collected according to this schedule from RH and RHL applicants may be reduced by thirty percent (30%) when a customer has maintained on-time payments for twelve consecutive months.

Connection Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer’s request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

**Sewer Service**

**Sewer Service Rates**

All Residential Service Classes	
Customer charge	\$29.70
Rate per 1,000 gallons of water consumption	\$2.63
All Commercial Service Classes	
Customer charge	\$32.40
Rate per 1,000 gallons of water consumption	\$2.63
All Industrial Service Classes	

Customer charge	\$3,000.00
Rate per 1,000 gallons of water consumption	\$1.84

- For Residential Service Classes, the variable rate is based on the average monthly water consumption for the months of December, January, and February.
- For Commercial Service Classes, the variable rate may be based on the average monthly water consumption for the months of December, January, and February or on the actual water consumption each month.
- For Industrial Service Classes, the variable rate is based on the actual water consumption each month.

Along with the general service rates listed in the table above, additional surcharge rates will be assessed to any customers who discharge high strength wastewater:

Surcharge Rates	
Biochemical Oxygen Demand	\$0.44 per pound of B.O.D.
Total Suspended Solids	\$0.22 per pound of T.S.S.
Total Kjeldahl Nitrogen	\$0.81 per pound of T.K.N.

### Fees and Charges

Tap Fees and Charges	
4" Sewer Service	\$615.00
Larger than 4" Sewer Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Service Deposits	
Residential Service Classes	\$10.00
Commercial Service Classes	150% of the average monthly charge
Industrial Service Classes	150% of the average monthly charge

Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

### Slug Treatment

Slug Treatment Fees and Charges	
Service Charge	\$15.00 per visit
Load Charge, whichever is greater:	
Flat rate	\$20.00 per load
Variable rate	\$3.00 per 100 lbs. C.O.D. per load plus \$5.00 per 100 lbs. Dry Solids per load plus \$0.50 per 1,000 gallons of flow per load
Labor Charge	\$20.00 per man-hour
Supplies Charge	\$10.00 per barrel of grit

All slug delivered for treatment is subject to inspection. The City reserves the right to refuse any slug at any time and may require any person delivering slug for treatment to provide test results of the slug composition.

**Solid Waste Collection**

**Residential Rates**

Residential Rates, per month	
1 Cart	\$21.17
2 Carts	\$26.21
Yard Waste, optional	\$12.00

**Commercial Rates**

For the collection of solid waste and recyclable materials placed in approved carts or totes, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Carts/Toters		
Pickup Frequency (per week)	\$/month - 1 Cart/Toter	\$/month - 2 Carts/Toters
1 time	\$21.06	\$34.01
2 times	\$35.29	\$47.63
3 times	\$48.32	\$60.96
4 times	\$63.12	\$74.94
5 times	\$76.82	\$89.47
6 times	\$90.09	\$102.76

For the collection of solid waste and recyclable materials placed in approved dumpsters, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Dumpsters	
	\$/month per Dumpster Size (yards)

Pickup Frequency (per week)	2 yards	3 yards	4 yards	6 yards	8 yards
1 time	\$58.96	\$77.16	\$102.96	\$154.45	\$205.94
2 times	\$89.44	\$115.10	\$205.75	\$308.91	\$411.88
3 times	\$118.86	\$154.32	\$308.91	\$463.37	\$617.51
4 times	\$166.96	\$193.53	\$411.88	\$617.82	\$823.76
5 times	\$213.76	\$232.74	\$514.86	\$772.28	\$1,029.71
6 times	\$256.45	\$271.96	\$617.82	\$926.75	\$1,235.66

**Transfer Station Rates**

For the deposit of solid waste and recyclable materials at the Transfer Station, the following rate schedules shall apply:

Transfer Station Rate Schedule – Household Trash	
Amount/Type	Rate
Trash bag (13 gal.)	\$1.00 per bag
Trash can/Toter	\$5.00 per can/toter
Car trunk load	\$11.00 per trunk load
Small Pickup load	\$16.00 per pickup load
Large Pickup load	\$27.00 per pickup load
Trailer load	\$44.00 per trailer load
Miscellaneous large items ( <i>i.e.</i> sofas, mattresses, etc.)	\$11.00 per miscellaneous large item

Transfer Station Rate Schedule – Construction Materials (Roofing, Shingles, Plaster, Wood)	
Amount/Type	Rate
Trash can/Toter	\$11.00 per can/toter
Small Pickup load	\$44.00 per pickup load
Large Pickup load	\$60.00 per pickup load
Trailer load	\$88.00 per trailer load

Transfer Station Rate Schedule – Recycling Materials	
Amount/Type	Rate
Recyclable Materials*	\$0.20 per pound (minimum of \$1.00)

\*Recyclable materials includes: cardboard, aluminum, tin, mixed paper, empty aerosol cans, and plastics numbered 1-7.

## Water Service

### Service Charge

The monthly service charge for all customer classifications except cash water sales is determined by the size of the meter through which the customer receives service:

Meter Size	Meter Equivalent	Monthly Service Charge
3/4"	1.67	\$18.57
1"	2.67	\$30.37
1 1/2"	3.33	\$61.51
2"	5.33	\$99.33
3"	10.00	\$183.54
4"	16.66	\$306.53

### Water Service Rates

The following monthly water service rates are determined by the amount of water passing through the meter:

General Service Rate, per month	
First 50,000 gallons used	\$1.03 per 1,000 gallons
Over the first 50,000 gallons used	\$0.85 per 1,000 gallons
Over the first 100,000 gallons used	\$0.85 per 1,000 gallons
Off-peak Service Rate, per month	
	\$0.60 per 1,000 gallons
Cash Water Sales	
Service charge	\$3.00
Rate per 1,000 gallons	\$4.00

### Fees and Charges

Service Deposits	
Permanent meters	\$10.00
Mobile service meters	\$100.00
Tap Fees and Charges	
3/4" water service	\$588.00 plus \$9.50 per foot over 60 feet
1" water service	\$642.00 plus \$11.00 per foot over 60 feet
1 1/2" water service	\$883.00 plus \$15.00 per foot over 60

	feet
2" water service	\$1,284.00 plus \$21.50 per foot over 60 feet
Larger than 2" Water Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Connection Charges	
Lots up to 44' of frontage	\$308.00
Lots over 44' of frontage	\$7.00 per foot of frontage
Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00

Maintenance Service Charge	\$10.00 per month
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Customers will not be charged for service calls unless the service issues are due to the customer's actions or facilities or caused by freezing or mechanical damage. In such events, there will be a \$35.00 service call charge plus labor and materials.



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## CRETE PLANNING COMMISSION MEETING

November 27, 2023 at 7:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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

Jeff Wenz:	Absent
Ryan Jindra:	Present
Dave Jurena:	Present
Justin Kozisek:	Present
Scott Kunch:	Present
Tom Ourada:	Present
Jay Quinn:	Present
Drew Rische:	Present
Jennifer Robison:	Present

Present: 9, Absent: 1.

Tom Ourada was present but did not vote. Drew Rische left at 8:00 p.m.

#### 3. Items of Business

##### 3.A. Approve Planning Commission Minutes

Scott Kuncl mentioned on item 3.C Consider a recommendation to the City Council on the proposed Zoning Map amendment. College Park Addition block 15 lots 9-11 R2 changed R-3. Changing the word continuous to contiguous in what City Administrator Tom Ourada mentioned.

Kuncl also mentioned that Brent Cole is still mentioned in roll call. He is no longer on the Planning Commission.

Approved Planning Commission Minutes. Carried with a motion by Scott Kuncl and a second by Ryan Jindra.

Brent Cole: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye  
Aye: 9, No: 0

### **3.B. Comprehensive Plan Presentation by Christopher Shires with Confluence.**

Christopher Shires and Caitlin Bolte with Confluence provided a presentation on the Crete Comprehensive Plan. Shires stated that they are working on a summary version and a Spanish version of the Crete Comprehensive Plan.

The presentation covered the following:

- Project Scope + Schedule
- Public Comment + Feedback Review
- Review Draft Chapters
- Future Land Use Plan & Sports Complex
- Next Steps

Shires mentioned the Review of Draft Chapters: a community vision and the planning big ideas which included bus partnerships in the community, railroad viaduct/overpass at Boswell Ave and housing strategies to mention a few.

Chapter 1: a community of vision

Plan Guiding Principles

- Welcoming Community
- Quality of life
- Diversity of Housing Options
- Pedestrian Mobility and Connectivity
- Economic Development and Growth
- Parks and Recreation
- Strategic Partnerships

Chapter 2: a community to live in

- Housing
- Parks and Recreation
- Community Character

Chapter 3: a community to work in

- Economic Development - Transportation

Chapter 4: a community to grow in

- Existing Land Use and Future Land Use Map
- Sports Complex Concepts

Implementation Matrix : Goal/Policy/Action Item

- Priority level - Timeframe - Potential Partners

## Crete Welcoming Committee Principles

What's Next: City Council Meeting on Tuesday, December 19th 2023 at 6:00 p.m.

Recommend to the City Council the Comprehensive Plan Presentation. Carried with a motion by Jennifer Robison and a second by Scott Kuncl.

Brent Cole: Aye, Ryan Jindra: Aye, Dave Jurena: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye  
Aye: 9, No: 0

### **3.C. Discuss 5ft minimum sidewalk width.**

City Administrator Tom Ourada stated that there was a discussion about 5 ft sidewalks with the Public Works Committee and also with the Comprehensive Plan planners. Caitlin Bolte mentioned that 5 ft sidewalks are standard and also mentioned 6 ft sidewalks in busier areas where there are more people walking.

Ourada mentioned that 5ft sidewalks are universal and would cost more for the developers, but it will just be a matter of time until all sidewalks will end up being 5 ft and not to think about 4-year increments, but think 40-50 years ahead.

### **4. Officers' Reports**

### **5. Adjournment**

8:38 p.m.