

Public Works Committee Meeting
Tuesday, December 5, 2023 5:00 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.

2. Roll Call

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

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Consider a recommendation to the City Council on the Maintenance Agreement No. 57 between the Nebraska Department of Transportation and the Municipality of Crete.
- 3.B. Consider a recommendation to the City Council on Ordinance No. 2188 Relating To The Vacation Of Streets Or Alleys; To Vacate Whittier Avenue North of Burlington Estates Plat.
- 3.C. Council review of City Administrator Tom Ourada representative vote on the Fourth Amended and Restated Articles of Incorporation.
- 3.D. Consider a recommendation to the City Council on Ordinance No. 2190 Authorizing The Issue Of A Drinking Water Revenue Bond, Series 2023.
- 3.E. Consider a recommendation to the City Council on entering the Nestle Agreement.
- 3.F. Consider a recommendation to the City Council on a 3-way stop at 15th Street and Glenwood Ave.
- 3.G. Consider a recommendation to the City Council on a paving district 15th Street Iris Avenue to Boswell Ave.
- 3.H. Consider a recommendation to the City Council on JEO Consulting Group as City Engineer through 2024.
- 3.I. Discussion of acquisition of Norris customer conforming with NPRB regulations.
- 3.J. Consider a recommendation to the City Council on equipment rental rate.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, 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.

5. Adjournment

Disclaimers & Notices

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

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,

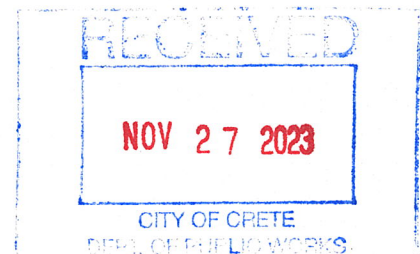
Katy Ambriz
Enclosures

Vicki Kramer, Director
Department of Transportation

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

dot.nebraska.gov

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



NEBRASKA

Good Life. Great Journey.

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 st Class Cities | 2 nd Class Cities & Villages |
| Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality. | Department | Department | Department | Department |
| Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes. | City | City | City | City |
| Surface maintenance on parking lanes. | City | City | City | Department |
| Maintenance of roadway appurtenances <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 st Class Cities > 40,000 | 1 st Class Cities < 40,000 | 2 nd Class Cities |
| Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways | City | City | City | Department | Department |
| Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc. | City | City | City | City | City |
| Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement. | | | | | |
| Procurement, installation and maintenance of guide and route marker signs | City | City | City | Department | Department |
| Procurement, installation and maintenance of regulatory and warning signs. | City | City | City | Department | Department |



Good Life. Great Journey.

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)

[Empty box for explanation]

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 | | |
| Total Lane Miles | | | | 5.23 | | 13.03 | 10.46 | 2.57 |

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 | | |
| | | | | 0 | | 0 | | |
| Total Lane Miles | | | | 5.23 | | 13.03 | 10.46 | 2.57 |

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.

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 | Proposed Action: 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

OR

- Return the Ballot by mail to: Nebraska Municipal Power Pool
Attn: Videl 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 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 note 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

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. 29th 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. 13th 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: _____

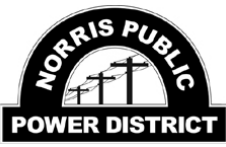
Title: _____

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.



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.



Norris Public Power District

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

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

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 |
| Construction Units Total | | | | \$2,007.80 |

**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> |
| Disconnect Total | | | \$574.00 |

**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> | <i>\$2,581.80</i> |

| Norris Account Number | Name & Address | Billing Period | Energy, Customer Charge & Demand Charge | Usage | kW Billed |
|--------------------------------------|-----------------------------|------------------------|--|--------------|------------------|
| 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 |
| Rate | Service Address | | | | |
| 1 | 547 COUNTY RD 2400 | | | | |
| | Service Map Location | | | | |
| | 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.

TABLE OF CONTENTS

Part I: General Administration

Administrative Services..... 1
Businesses and Organizations..... 1
Fire and Rescue Services 1
Library Services 2
Parks and Recreation 2
Police and Code Enforcement..... 3

Part II: Building and Construction

Commercial Building Permits 5
Residential Building Permits 6
Miscellaneous Fees..... 6
Inspections and Plan Review..... 7
Public Property and Right-of-way 7
Signs and Awnings 7
Specialized Trade and Contractor Licensing..... 7
Equipment Rental Rate..... 7

Part III: Land Development, Planning, and Zoning

Land Use and Zoning Compliance 8
Plat Review and Recording..... 8
Special Requests..... 8
Subdivision Development..... 8

Part IV: Public Works and Utilities

Airport Service..... 9
Electric Service..... 9
Sewer Service..... 12
Solid Waste Collection 13
Water Service..... 15

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

| | |
|----------------------|------------------|
| <u>½ Ton Pick-up</u> | <u>\$40/Hour</u> |
| <u>¾ Ton Pick-up</u> | <u>\$40/Hour</u> |
| <u>1 Ton Pick-up</u> | <u>\$40/Hour</u> |

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 |
|----------------------------------|----------------------|

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 |
|--------------------------------|-----------------|

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.