

**Public Works Committee Meeting**  
**Tuesday, July 15, 2025 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 the JEO agreement for the Crete Water Treatment Plant Piping repair

3.B. Consider Resolution 2025-11 authorizing the Mayor to enter into an agreement with SE Solar

3.C. Consider the Certification of subdivision improvement for Burlington Acres

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



**AGREEMENT  
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **the date signed by Client** (“Effective Date”) between **City of Crete, Nebraska** (“Client”) and **JEO Consulting Group, Inc.** (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

**2025 WTP Piping Repair** (“Project”).

JEO Project Number: **250874.00**

Client and JEO further agree as follows:

**ARTICLE 1 - SERVICES OF JEO**

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**1.01 Scope**

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

**ARTICLE 2 - CLIENT’S RESPONSIBILITIES**

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**2.01 Client Responsibilities**

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project will be \$10,000 charged hourly to a maximum.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: **City of Crete**

JEO Consulting Group, Inc.

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

By: Dane Simonsen

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

Title: Project Manager

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

Date Signed: **July 1, 2025**

Address for giving notices:

Address for giving notices:

City of Crete

JEO Consulting Group, Inc.

243 East 13<sup>th</sup> Street

2000 Q St, Ste 500

Crete, NE 68333

Lincoln, NE 68503

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## **SCOPE OF SERVICES**

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### ***PROJECT DESCRIPTION:***

The City of Crete currently operates a gravity filtration Water Treatment Plant. The section of piping between the filters and clear well is currently in a configuration such that air accumulates in the piping and causes the water meter to record in accurate flows.

This project will evaluate the existing piping configuration and design modifications to improve the functionality of the water meter.

It is anticipated that design documents will be completed to a standard necessary to acquire NDEE construction permit and solicit quotes from contractors for construction. Full public bidding and design documents at that level of detail are not included in this scope.

### ***BASIC SERVICES***

### **DESIGN PHASE:**

1. Conduct initial investigation:
  - a. Review the available documentation including as-built drawings, operation and maintenance materials, and flow records.
  - b. Identify intentions of the existing configuration with vendor.
  - c. Performing field verification of the original drawings and dimensions that are to be relied upon for the design of proposed improvements.
  - d. Creating electronic drawings illustrating elevations, features, and existing utilities to serve as the basis for the design.
2. Prepare 60% plans, technical specifications, and opinion of probable cost for the improvements.
3. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
4. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner.
5. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
6. Prepare 90% plans, technical specifications, bidding and contract documents, and opinion of probable cost for the water improvements.
7. Conduct an internal 90% QA/QC of the project documents and incorporate necessary.
8. Create final drawings and specification package and sign and seal by engineer and a coordinating professional all registered in the State of Nebraska.
9. Prepare a final opinion of probable construction cost for the water improvements and provide to Owner.
10. Following confirmation from the Owner, submit final drawings and specifications for the water Improvements to NDEE for review, approval, and issuance of construction permits. Owner to pay all review fees.

**BIDDING AND NEGOTIATION PHASE:**

1. Furnish copies of plans and specifications of the project to prospective bidders, material suppliers, and other interested parties.
2. Respond to inquiries from prospective bidders and prepare any addenda required.
3. Assist the Owner in securing construction bids for the project.
4. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
5. Prepare and submit necessary information to the Owner for project award approval.

**CONSTRUCTION ADMINISTRATION PHASE:**

1. Schedule and conduct a pre-construction meeting for the proposed improvements. (1 Meeting)
2. Provide interpretation of the plans and specifications, when necessary.
3. Review shop drawings and related data supplied by the Contractor.
4. Review Contractor's final payment estimate and provide to Owner for review and approval.
5. Consult with and advise Owner during construction.
6. Review soil and concrete testing results, as needed. Testing to be paid for by Owner.
7. Conduct a final inspection of project with the Contractor and Owner.
8. Compile record drawings and submit to NDEE.
9. Recommend to the Owner the acceptance of the project, and complete the necessary certificates.
  - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
  - b. Final acceptance documentation may be the final pay application.

**BASIC SERVICES [IF REQUESTED]**

**RESIDENT PROJECT REPRESENTATION (RPR) PHASE:**

1. The Resident Project Representation (RPR) will be provided part-time during the entire construction phase.
2. The RPR will assist the Engineer with the following tasks:
  - a. Review the progress schedules and schedule of values.
  - b. Communicate with the Engineer in regards to suggestions and recommendations made by the Contractor.
  - c. Conduct on-site observations of the Contractor's work and report their progress to the Engineer.
  - d. Consult with the Engineer in regards to scheduling inspections, tests, and system start-ups, and accompany visiting inspectors and technicians during said events.
  - e. Maintain reports of inspections, progress and other pertinent construction data and questions during the construction phase.
  - f. Review payment applications from the Contractor for compliance with the established procedures.
  - g. Participate in final inspection; prepare final list of items to be completed or deficient.

**ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):**

1. Environmental permitting, assessments, or wetland delineations.
2. Geotechnical investigation, geotechnical report, and/or other material testing services.
3. Property appraisals or zoning modifications.
4. Preparation of purchase/easement agreements and/or payment to property owners.
5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
6. Payment of any review and/or permitting fees.

**ESTIMATED TIME FRAME:**

1. Design Phase – 45 calendar days from authorization to proceed.
2. Bidding and Negotiation Phase – 30 to 60 calendar days from date of advertising.
3. Construction Phase – after construction contract award and during construction.

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent

negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

### GENERAL CONDITIONS

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**19. WAIVER OF CONSEQUENTIAL DAMAGES:** Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

**20. DISPUTE RESOLUTION:** In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.



WHEREAS, the Borrower has obtained financing for the Project from Lender, pursuant to that certain Powering Affordable Clean Energy Program Loan Agreement, dated as of [date] (the “Loan Contract”), in an amount not to exceed 2,182,500 (the “Loan”), and the Project to be built with the Loan shall be located on the Property, covered under the Lease Agreement. .

WHEREAS, as a condition to, and to secure, the Loan, Borrower has mortgaged and pledged all of its right, title and interest under the Lease Agreement pursuant to that certain Leasehold Mortgage, Security Agreement, and Financing Statement, dated as of [date], made among Borrower and Lender (the “Leasehold Mortgage”).

## AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**SECTION 1. *Consent.*** Lessor consents to Borrower and the Lender entering into the Leasehold Mortgage and the filing of said Leasehold Mortgage against its Property.

**SECTION 2. *Assignment.*** Lessor acknowledges the significant increase in value to the Property that the Government’s Loan will afford, and accordingly, Lessor warrants that it shall not assign any portion of its right, title, or interest under the Lease Agreement or to any sale of the Property unless the assignee or purchaser undertakes to be bound by the terms of this Agreement as if it were Lessor.

**SECTION 3. *Nondisturbance.*** In the event and notwithstanding the occurrence of any foreclosure, or conveyance in lieu of foreclosure, of or relating to the Property, Lessee's rights under the Lease will remain in full force and effect, and Lessee's possession of the Property under the Lease Agreement will remain undisturbed by Lessor or any purchaser at any foreclosure sale during the term of the Lease and any renewal or extension of the Lease, if Lessee shall not be in material default under the Lease beyond any applicable cure provisions in the Lease or, if no cure provisions are provided, following thirty (30) days’ notice from Lessor to Lessee of any material nonperformance or default and Lessee's failure to cure or to commence to cure such nonperformance or default within such thirty (30) day period.

**SECTION 4. *Extended Lender Cure Rights.*** Notwithstanding anything in the Lease Agreement to the contrary, in the event that Borrower defaults under the Lease Agreement giving Lessor the right to terminate the Lease Agreement (including without limitation any default by reason of bankruptcy or insolvency of Borrower or Borrower’s rejection of the Lease Agreement in any bankruptcy or insolvency proceeding), Lessor shall give Lender written notice of default and of Landlord’s intention to terminate the Lease Agreement. Before terminating the Lease Agreement, Lessor shall grant Lender the right, but not the obligation, to cure or undertake the elimination of such default within one hundred twenty (120) days after Lender’s receipt of such notice; provided, however, if any default shall occur other than the payment of money which cannot with due diligence be cured within such one hundred twenty (120) day period, then Lender shall have such additional time as may be reasonably necessary to cure said default as long as Lender commences a cure within such one hundred twenty (120) day period and thereafter diligently proceeds to cure the default. In addition, if the default is non-monetary, such default shall be deemed cured and Lessor shall not terminate the Lease Agreement if: (i) Lender shall, within one hundred twenty (120) days after receipt of notice of such default, commence and diligently prosecute such actions as may be necessary for the appointment of a receiver or to cause the foreclosure of its Leasehold Mortgage (including without limitation seeking relief from the automatic stay provisions of Section 362 of the Bankruptcy Code or any successor statute in any bankruptcy proceeding affecting such foreclosure); (ii) all rents shall be brought current within such one hundred twenty (120) day period and shall be kept current throughout such

foreclosure proceedings; and (iii) Lender or receiver shall undertake in writing to perform all other covenants of Borrower which Lender is reasonably capable of performing, throughout such foreclosure proceedings except as otherwise set forth herein.

SECTION 5. *Specific Performance.* Each Party shall be entitled to specific performance of the covenants, agreements, and rights in the Agreement. All remedies provided at law or in equity shall be cumulative and non-exclusive, including, without limitation, the right to specific performance.

SECTION 6. *Binding Effect.* This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

SECTION 7. *Notices.* All notices or demands that are required or permitted to be given or delivered under this Agreement must be in writing, and will be deemed to have been given or delivered: (i) by hand delivery, on the date of hand delivery; (ii) one (1) business day after delivery to an overnight courier for next business day delivery, delivery charges prepaid; or (iii) by registered or certified United States Mail, postage prepaid and return receipt requested, three (3) days after deposited in the mail, addressed as follows:

If to Lender: Rural Utilities Service  
U.S. Department of Agriculture  
Room No. 4121 South  
1400 Independence Avenue SW  
Washington, D. C. 20250-1500  
Attention: Administrator  
Email: RUSElectric@usda.gov

If to Lessor: City of Crete  
243 East 13<sup>th</sup> Street  
PO Box 86  
Crete, NE 68333-0086

If to Lessee: SE Municipal Solar, LLC  
1403 Harney Street  
Suite 200  
Omaha, NE 68102

Any Party may change such Party's address from time to time by giving written notice of the change to all other Parties at least thirty (30) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was delivered, or refusal to accept delivery, shall be deemed delivery under this Agreement.

SECTION 8. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

SECTION 9. *Governing Law.* This Agreement shall be governed by, and construed and interpreted according to, the laws of the state in which the Property is located.

SECTION 10. *Counterparts.* This Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.

SECTION 11. *Severability.* Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof (provided the substance of the agreement between the parties is not thereby materially altered) and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable Law, the parties hereto hereby waive any provision of Law which renders any provision hereof prohibited or unenforceable in any respect.

SECTION 12. *Waivers.* No modification, amendment, waiver, or release of any provision of this Agreement or of any right, obligation, claim, or cause or action arising under this Agreement shall be valid or binding for any purpose, unless in writing and duly executed by the Party against whom the same is sought to be asserted.

SECTION 13. *Entire Agreement.* This Agreement, the Lease Agreement, and the Leasehold Mortgage are the entire understandings and agreements of the Parties regarding their subject matter and supersede any prior and contemporaneous oral or written understandings and agreements regarding their subject matter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

**CITY OF CRETE, NEBRASKA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I certify that on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the foregoing instrument was acknowledged before me, \_\_\_\_\_, a Notary Public in and for the above-named County and State, and that \_\_\_\_\_, to me personally known and the person whose name is signed to the foregoing instrument, did personally appear before me, who being duly sworn and deposed according to law, did make proof to my satisfaction and say that he/she was, at the time of execution thereof, the Mayor of the City of Crete, Nebraska, that he/she knows the corporate seal of said entity, if one exists, and that the foregoing instrument, whose contents are known to him/her, was signed, sealed, and delivered on behalf of said entity by authority and/or Resolution, and furthermore acknowledged the instrument to be his/her free and voluntary act and deed, as well as that of the entity, for the purposes and uses therein set forth.

IN WITNESS WHEREOF, sworn and subscribed before me, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires:

**UNITED STATES OF AMERICA,**  
by and through the Administrator of the Rural Utilities  
Service

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT OF COLUMBIA ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Karl L. Elmshaeuser, who being duly sworn, did say that he is the Administrator of the Rural Utilities Service, an agency of the United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he executed said instrument as the act and deed of the United States of America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have heretofore set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

[Signatures continue on the following pages.]

**SE MUNICIPAL SOLAR, LLC**

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

Name:

Title:

STATE OF )

) SS

COUNTY OF )

I certify that on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the foregoing instrument was acknowledged before me, \_\_\_\_\_, a Notary Public in and for the above-named County and State, and that \_\_\_\_\_, to me personally known and the person whose name is signed to the foregoing instrument, did personally appear before me, who being duly sworn and deposed according to law, did make proof to my satisfaction and say that he/she was, at the time of execution thereof, the \_\_\_\_\_ [Position] of SE Municipal Solar LLC, a Nebraska limited liability company, that he/she knows the corporate seal of said entity, if one exists, and that the foregoing instrument, whose contents are known to him/her, was signed, sealed, and delivered on behalf of said entity by authority and/or Resolution of its manager and furthermore acknowledged the instrument to be his/her free and voluntary act and deed, as well as that of the entity, for the purposes and uses therein set forth.

IN WITNESS WHEREOF, sworn and subscribed before me, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission expires:

**ATTACHMENT A**  
**PROPERTY DESCRIPTION**

**ATTACHMENT B**  
**LEASE AGREEMENT**  
*(attached)*

**RESOLUTION NO. 2025-11**

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE NONDISTURBANCE AGREEMENT WITH SE MUNICIPAL SOLAR, LLC AND THE UNITED STATES OF AMERICA FOR THE SOLAR FIELD SOUTH WEST OF CRETE, NEBRASKA

WHEREAS, the City of Crete (“City”), a municipal corporation, owns property to the Southwest of Crete, Nebraska, known legally as Big Blue Precinct, Part of North Northwest and Part of Northwest and Northeast 4-7-4 ICL 12.22 acres, and

WHEREAS, the City of Crete has entered into a lease agreement with SE Municipal Solar, LLC, and

WHEREAS, SE Municipal Solar, LLC must enter into an agreement with the US Department of Agriculture for funding of the Solar Farm.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRETE, NEBRASKA:

That the Mayor, David Bauer, be authorized to sign the Non-disturbance agreement with SE Municipal Solar, LLC and the United States of America

PASSED AND APPROVED this 15<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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