

Public Safety Committee Meeting
Tuesday, March 3, 2026 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 authorizing the Crete Volunteer Fire Department to apply for a grant through the Gary Sinese Foundation
- 3.B. Consider authorizing the Crete Volunteer Fire Department to apply for a grant through the Firehouse Subs.
- 3.C. Consider authorizing the Crete Volunteer Fire Department to apply for a grant through Burlington Northern Santa Fe
- 3.D. Consider authorizing the Crete Volunteer Fire Department to apply for a grant through USDA
- 3.E. Consider the Application for Special Event Permit for a Tractor Safety Course from the Saline County 4-H, NE Extension
- 3.F. Consider the Crete Freightliner Chassis Purchase Agreement
- 3.G. Consider Ordinance 2269 amending Section 2-1204 of Crete Municipal Code To In Accordance With State Law, Changing The Individual Who Can Remove Individuals From The Commission From Mayor To The Appointing Authority

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.



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Event Title: Tractor Safety Course

Date of Event July 1 & 2, 2026

Start Time of Event 8:00 AM

Finish Time of Event 6:00 PM

Location of Event Grass area

east of Ag Hall Building

Tuxedo Park

(where the carnival typically is during fair week)

This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed _____

Special Equipment tractor and ATV

Organization Saline County 4-H, NE Extension

Responsible Party Riana Grotelueschen

Address 306 W 3rd Street, Wilber, NE 68465

Phone 402-821-2151

DO NOT WRITE IN THIS SPACE

Application # 2026-01

City Admin. Review

Public Works Review

Emergency Services Review Crete PD GRY

Parks & Recreation Review ZAC

Council Meeting Date March 3rd 2026

Approved _____

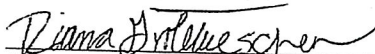
Denied _____

Insurance Certificate Required

Ins. Cert. Received

(COMPLETE REVERSE SIDE)

By signing this application, Applicant agrees to indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person or any loss or damage sustained by any person as a direct result of the acts or omissions of the Applicant, its employees, agents, invitees, or guests or as a direct result of the event set forth in the application and any activities related thereto (the "Event"). Applicant agrees to abide by all applicable laws, rules, and regulations pertaining to Applicant's event, including those relating to copyright and intellectual property. Applicant shall bear the sole responsibility for securing any necessary licenses, including music licenses, prior to the event and shall indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person alleging intellectual property infringement or other claims related to licensure or lack thereof.


Signature of Responsible Party

REQUIRED ATTACHMENTS:

- Diagram or print of location of event.
- If alcoholic liquor will be served, copy of SDL.
- If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

- Copy of insurance covering event with City of Crete as named insured.





LIABILITY PACKAGE COVERAGE AGREEMENT Common Coverage Agreement Declarations

Date Issued: 6/30/2025

Coverage Agreement No. N-2526-22S

1. **NAMED POOL MEMBER AND ADDRESS:** Saline County Ag Society
1600 Tuxedo Park Road
Crete, Nebraska 68333
2. **COVERAGE AGREEMENT PERIOD:** From: 7/1/2025 To: 7/1/2026
12:01 A.M. Standard Time at Your Mailing Address Shown Above.
3. **THIS COVERAGE AGREEMENT IS ISSUED BY:**
Nebraska Intergovernmental Risk Management Association
A Risk Management Pool, 8040 Eiger Drive, Lincoln, Nebraska 68516
4. **FORM OF BUSINESS:** Public Entity
5. **BUSINESS DESCRIPTION:** Agricultural Society
6. **COVERAGE PARTS:**
In return for the payment of contribution and subject to all the terms of this coverage agreement, we agree to provide the coverage as stated in this coverage document. This coverage agreement consists of the following coverage parts.
 - A. Commercial General Liability
 - B. Business Automobile Liability - Nonowned/Hired Only
 - C. Law Enforcement Liability - NA
 - D. Public Officials Liability
 - E. Privacy/Security Event Liability and Expense
7. **FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:**
LP DEC 0723, LP TBL 0721, LP 0725, LP 04 0721
8. **TOTAL ADVANCE CONTRIBUTION:**
\$9,327

The amount of the contribution for this Coverage Agreement will be determined in accordance with NIRMA's Bylaws and Intergovernmental Agreement. Minimum Earned Contribution in the Event of Cancellation by the Named Pool Member: 100%.

Countersigned by:


Authorized Representative

SUPPLEMENTAL DECLARATIONS

Saline County Ag Society

	Coverage Part	Limits of Liability	Deductible	Contribution
A.	Commercial General Liability			\$8,482
	Each Occurrence (Any Person)*	\$1,000,000	NIL	
	Each Occurrence (Any Person)	\$1,000,000	NIL	
	Unacceptable Contract/Agreement	\$50,000	NIL	
	Each Occurrence (All Claims)	\$1,000,000	NIL	
	Unacceptable Contract/Agreement	\$250,000	NIL	
	Medical Expense (Any One Person)	\$5,000	NIL	
B.	Business Automobile Liability - Nonowned/Hired Only			\$470
	Each Accident (Any Person)*	\$1,000,000	NIL	
	Each Accident (Any Person)	\$1,000,000	NIL	
	Unacceptable Contract/Agreement	NA	NIL	
	Each Accident (All Claims)	\$1,000,000	NIL	
	Unacceptable Contract/Agreement	NA	NIL	
	Medical Payments (Any One Person)	\$5,000	NIL	
C.	Law Enforcement Liability			NA
D.	Public Officials Liability			\$250
	Each Wrongful Act	\$1,000,000	\$5,000	
	Unacceptable Contract/Agreement	\$50,000	\$5,000	
	Annual Aggregate	\$2,000,000	NIL	
	Unacceptable Contract/Agreement	\$250,000	NIL	
	Retroactive Date (POL)	3/17/2020		
	Retroactive Date (EPL)	NA		
	Retroactive Date (EBL)	NA		

* Applicable to State of Nebraska Political Subdivision Tort Claims Act claims only

E. Coverage Part	Limits of Liability	Deductible	Contribution
Privacy/Security Event Liability and Expense			\$125
Per Event	\$1,000,000	\$5,000	
Coverage Period Aggregate	\$1,000,000		
Retroactive Dates			
3/17/2020			
Coverage Period Pool Aggregate	\$10,000,000		
Sublimits Per Event:			
Privacy or Security Event Liability	Included		
Privacy Response Expenses	\$1,000,000		
Coverage Period Aggregate	\$1,000,000		
Regulatory Proceedings & Penalties	Included		
PCI-DSS Assessments	Included		
Electronic Equipment, Electronic Data, and Network Interruption Costs	\$250,000		
Coverage Period Aggregate	\$250,000		
Waiting Hours Period	12 hours		
Cyber Extortion Expenses & Monies	\$50,000		
Coverage Period Aggregate	\$50,000		



CRIME COVERAGE AGREEMENT Declaration Page

Date Issued: 6/30/2025

Coverage Agreement Number: N-CR2526-22S

1. **NAMED POOL MEMBER AND ADDRESS:** Saline County Ag Society
1600 Tuxedo Park Road
Crete, Nebraska 68333

2. **COVERAGE AGREEMENT PERIOD:** From: 7/1/2025 To: 7/1/2026
12:01 a.m. Standard Time at Your Mailing Address Shown Above.

3. **THIS COVERAGE AGREEMENT IS ISSUED BY:**
Nebraska Intergovernmental Risk Management Association (NIRMA)
A Risk Management Pool, 8040 Eiger Drive, Lincoln, Nebraska 68516

4. **FORM OF BUSINESS:** Public Entity

5. **BUSINESS DESCRIPTION:** Agricultural Society

6. **COVERAGE PARTS AND LIMITS OF COVERAGE:**

In return for the payment of the contribution and subject to the terms of this coverage agreement, we agree to provide the coverage as stated in this coverage document. The limit of coverage for each such coverage part shall be as stated on this Declaration page:

A. Public Employee Dishonesty (incl. Faithful Performance)	NA	Per Loss
B. Forgery and Alteration	\$100,000	Per Loss
C. Theft, Disappearance & Destruction – Inside Premises	\$50,000	Per Loss
Theft, Disappearance & Destruction – Outside Premises	\$50,000	Per Loss
D. Money Orders, Counterfeit Paper and Currency	\$100,000	Per Loss
E. Computer and Funds Transfers Fraud	\$100,000	Per Loss

7. **FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:**
CR DEC 0721, CR TBL 0721, CR 0721

8. **DEDUCTIBLE:** \$5,000 per occurrence or 20 percent of the loss, whichever is greater

9. **TOTAL ADVANCE CONTRIBUTION:**
\$125

The amount of the contribution for this Coverage Agreement will be determined in accordance with NIRMA's Bylaws and Intergovernmental Agreement. Minimum Earned Contribution in the Event of Cancellation by the Named Pool Member: 100%.

Countersigned by: 
Authorized Representative

IMPORTANT CHANGES IN YOUR COVERAGE

ADVISORY NOTICE TO MEMBERS

Effective with the July 1, 2025 Renewal

We are pleased to present you with a renewal of your Property Package Coverage Agreement. This document differs slightly from your former package coverage agreement. Our coverage document follows our reinsurer CRL's Master Policy with very few exceptions. We have revised the **Two or more deductibles** provision to address how we apply deductibles when they apply to coverages B & C losses.

Two or more deductibles:

In the event of any **Occurrence** resulting in loss or damage covered under this coverage agreement for which two or more deductibles apply, the total deductible shall not exceed the single largest deductible applicable to the **Occurrence**. *This provision does not apply to deductibles associated with the referenced B. Errors and Omissions and Miscellaneous Unnamed Property or C. Communication Tower losses. Deductibles associated with B. or C. losses are separate standalone deductibles and are in addition to any other applicable deductible.*



PROPERTY PACKAGE COVERAGE AGREEMENT
Common Coverage Agreement Declarations

Date Issued: 6/30/2025

Coverage Agreement No. NP-2526-22S

- 1. NAMED POOL MEMBER AND ADDRESS: Saline County Ag Society
1600 Tuxedo Park Road
Crete, Nebraska 68333
2. COVERAGE AGREEMENT PERIOD: From: 7/1/2025 To: 7/1/2026
12:01 A.M. Standard Time at Your Mailing Address Shown Above
3. THIS COVERAGE AGREEMENT IS ISSUED BY:
Nebraska Intergovernmental Risk Management Association, (NIRMA)
A Risk Management Pool, 8040 Eiger Drive, Lincoln, Nebraska 68516
4. FORM OF BUSINESS: Public Entity
5. BUSINESS DESCRIPTION: Agricultural Society
6. COVERAGE PROVIDED:
In return for the payment of contribution and subject to all the terms of this coverage agreement, we agree to provide the coverage as stated in this coverage agreement. This coverage consists of the following coverages.
Real Property Per schedules on file with NIRMA
Personal Property Per schedules on file with NIRMA
Note: Personal Property includes contents, mobile/remote equipment, and vehicles/autos
7. DEDUCTIBLES:
\$2,500 per occurrence Building, Contents & PITO
see Section A.5 DEDUCTIBLES for specific exceptions
\$5,000 per occurrence mobile/remote
NA per vehicle/auto
8. FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:
PP 0725, PP DEC 0724, PP TBL 0724, PP 01 0724, PP 09 0721, PP 10 0724
9. TOTAL ADVANCE CONTRIBUTION:
\$13,378

The amount of the contribution for this Coverage agreement will be determined in accordance with NIRMA's Bylaws and Intergovernmental Agreement. Minimum Earned Contribution in the Event of Cancellation by Named Pool Member: 100%.

Countersigned by: [Signature]
Authorized Representative

SUPPLEMENTAL DECLARATIONS

Saline County Ag Society

In consideration of the premium charged, NIRMA agrees to indemnify the Named Pool Member in accordance with the terms and conditions of this coverage agreement including any attached endorsements. NIRMA's maximum Limit of Liability in a single occurrence regardless of the number of COVERED PROPERTIES or coverages involved will not exceed the total value reported to NIRMA on the schedule of values at the following:

Primary Coverage	Limit of Liability
Real Property	
Buildings	
Property In The Open	\$2,446,127
	\$245,507
Personal Property	
Contents	
Mobile/Remote	\$463,942
Automobile Physical Damage	\$70,755
	NA

The following sublimits of liability apply on a per occurrence basis unless otherwise stated. Each sublimit stated in this coverage agreement applies as part of, and not in addition to, the overall coverage agreement limit for an occurrence covered hereunder. Each sublimit is the maximum amount potentially recoverable for all covered loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

In the event of loss hereunder, the LIMITS OF LIABILITY shall be limited to the least of the following:

1. The actual adjusted amount of loss, less applicable deductible(s); or
2. 125% of the real and personal property values combined, inclusive of property in the open, for each reported Location. Location shall mean each individual line item reported on the latest statement of values on file with NIRMA. However, this limitation shall not apply to coverages provided within this Coverage Agreement as respects to Property and Time Element coverage extensions where values for such are not reportable including, but not limited to, Demolition and Increased Cost of Construction, Debris Removal, Accounts Receivable, Valuable Papers and Records, Decontamination Expense and Extra Expense, et al., and as further described within this Coverage Agreement.
3. The Limit of Liability shown on the Declarations page of this Coverage Agreement or endorsed onto this Coverage Agreement after inception.

If covered under this coverage agreement, any sublimit for Earthquake, Flood or Named Storm is the maximum amount potentially recoverable for all covered loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. All other sublimits are a part of, and do not increase the Earthquake, Flood or Named Storm Sublimit.

Further, if Flood occurs in conjunction with a Named Storm, Earthquake, the Flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

When a Sublimit is shown as applying as an annual aggregate, our maximum limit of liability will not exceed such limit during any COVERAGE PERIOD regardless of the number of COVERED PROPERTIES and coverages involved.

Time Limits

In addition to the time limits shown elsewhere in this Coverage Agreement, the following apply:

- 30 Day Period: INTERRUPTION BY CIVIL AUTHORITY
- 30 Day Period: INGRESS/EGRESS
- 180 Day Period: EXTENDED PERIOD OF INDEMNITY

Additional Coverage		Sublimit of Liability
Accounts Receivable		\$ 1,000,000
Automatic Coverage – Newly acquired property 210 day limitation		\$ 2,500,000
Claim Preparation Fees & Expenses		\$ 100,000
Contingent Business Interruption and Contingent Extra Expense Combined		\$ 100,000
Contingent Tax Revenue Interruption		\$ 100,000
Debris Removal – Greater of 25 percent of property damage loss or limit shown		\$ 2,000,000
Decontamination Cost		\$ 500,000
Deferred Payments		\$ 100,000
Earthquake – Subject to \$10,000,000 annual aggregate		\$ 10,000,000
Electronic Data & Media		\$ 2,500,000
Equipment Breakdown including		\$ 25,000,000
Spoilage	\$ 250,000	
Service Interruption	\$ 1,000,000	
Business Income & Extra Expense	\$ 500,000	
Extra Expense	\$ 500,000	
Expediting Expense	\$ 500,000	
Hazardous Substance	\$ 500,000	
Ammonia Contamination	\$ 250,000	
Electronic Data & Media	\$ 500,000	
CFC Refrigerants	\$ 100,000	
Computer Equipment	\$ 500,000	
Errors & Omissions		\$ 1,000,000
Evacuation Expense (only when loss occurs at Insured Property, or in the event of a mandatory evacuation order by a government agency)		\$ 500,000
Expediting Expense		\$ 500,000
Extended Period of Indemnity – Lesser of actual loss sustained or limit shown		\$ 500,000
Flood – Subject to a \$10,000,000 annual aggregate		\$ 10,000,000
Flood – Subject to a \$1,000,000 annual aggregate as respects to Covered Property situated wholly or partially within Special Flood Hazard Areas		\$ 1,000,000
Increased Cost of Construction		\$ 2,500,000
Ingress/Egress		\$ 1,000,000
Interruption by Civil Authority		\$ 2,500,000
Landscaping caused by or resulting from a defined peril		\$ 100,000
Leaseholder Interest		\$ 2,500,000
Miscellaneous Unnamed Property		\$ 1,000,000
Mold resulting from a defined peril		\$ 250,000
Personal Property of Deputies		\$ 10,000
Personal Property of officers & employees of the pool member subject to \$2,500 per employee		\$ 100,000
Property in Course of Construction & Soft Cost (Any One Covered Property)		\$ 2,500,000
Pollutant Cleanup & Removal – Subject to a \$500,000 annual aggregate		\$ 100,000
Rental Vehicle Diminutive in Value		\$ 5,000
Service Interruption – Property Damage & Time Element Combined		\$ 1,000,000
Transit (Property Damage & Time Element Combined) per Conveyance		\$ 1,000,000
Unscheduled Fine Arts – Subject to a maximum \$100,000 per item		\$ 500,000
Unscheduled Unmanned Aircraft Systems, including attached equipment		\$ 100,000
Unscheduled Watercraft		\$ 100,000
Upgrade to Green		\$ 100,000
Valuable Papers & Records		\$ 1,000,000



TOYNE INC.

104 Granite Ave. Breda, IA 51436
(712) 673-2328 FAX (712) 673-2200

APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement"), made by and between Toyne, Inc. Breda, IA, ("Toyne"), and the purchaser (the "Customer"):

Crete Fire Dept. Freightliner Chassis
210 E 14th St.
Crete NE 68333

Toyne, Inc. hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made part of this contract, and to deliver the same as hereinafter provided.

Toyne agrees that all material and workmanship of the apparatus and equipment shall comply with the proposal specifications. In the event there is any conflict between Customer Specifications previously submitted to Toyne, and the specifications attached hereto, it is understood and agreed between the parties that the apparatus and equipment made the basis of this Agreement shall meet only the specifications attached hereto and made a part hereof, as if fully and completely set out herein, and no other. The sole and exclusive warranty accompanying this sale is contained in the warranty attached hereto, and made a part hereof by reference, as if fully and completely set out herein. Surety Bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

This fire apparatus shall conform with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of Agreement's signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of Agreement's signing, except as modified by Customer Specifications.

Changes in state or federal regulations may require changes to the Specifications and/or apparatus. In any such event any cost increases incurred to comply with these changes will be passed along to the Customer as an addition to the price set forth below. In addition, any future upgrades to drive train (engines, transmissions, axles, etc.) or model-year surcharges will be passed along to the Customer as an addition to the price set forth below.

The apparatus and equipment shall be ready for delivery from Breda, IA, within about 900 days after the receipt and acceptance of this Agreement at Toyne's office at Breda, IA. Toyne shall not be responsible for delays due to strikes, failures to obtain chassis, materials, or other causes beyond its control; provided, any such delay shall be documented in writing to and accepted by the Customer, such acceptance not be unreasonably denied.

A competent representative shall, upon request, be furnished by first party to provide familiarization of the apparatus to the designated officials of the second party. It will be the responsibility of the second party to insure necessary instructions in the operation and handling of the apparatus is given to all individuals that will currently be using the apparatus as well as any potential future users.



The Customer hereby purchases and agrees to pay for said apparatus and equipment, the sum ("Contract Price") of:

\$152,036.00

This contract price represents the following payment schedule:

A payment of:	\$	0.00	due within	15 days of signing the contract by the purchaser.
			(for this the contract price includes a discount of	\$0.00)
A payment of:	\$	152,036.00	due within	15 days of the arrival of the chassis at Toyne Inc.
			(for this the contract price includes a discount of	\$29,249.97)
A payment of:	\$	-	due upon the delivery of the apparatus to the purchaser.	

Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation shall be evidenced by properly executed lease documents.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

In the event the apparatus is placed in fire service prior to payment in full, the first party reserves the right to charge a rental fee of Two Hundred Fifty Dollars (\$ 250.00) per day.

The name of the person authorized by the second party to authorize change orders shall be:

Tom Ourada, City Administrator

Any applicable taxes not specified noted above will be paid by the Customer directly, or will be added to the Contract Price and paid by the Toyne. If the Customer claims exemption from any tax, the Customer agrees to furnish applicable exemption certificate and save the party harmless from any such tax, interest or penalty, which may at any time, is assessed against Toyne.

Acceptance of goods shall occur when the Customer takes delivery. In case the Customer desires to test the apparatus, such tests shall be made within 10 days after arrival of the goods at destination and a written report of such tests shall be delivered to Toyne at its principal office at Breda, IA. If no such tests are to be made, or if no such report is made by the Customer within 10 days after arrival, then said apparatus and equipment shall be conclusively determined to be in full compliance with Agreement specifications and conclusively determined to be conforming and in accordance with the obligations under this Agreement. No revocation of acceptance shall take place unless communicated to Toyne within 10 days after delivery of the goods. In the event notice of revocation of acceptance is communicated to Toyne within 10 days, the Customer's right to revoke its acceptance shall be governed by the laws of the State of Iowa.

Toyne shall not be liable if performance failure arises out of causes beyond its control and without the fault or negligence of Toyne (acts of God, war, fires, floods, freight embargoes, order of any court, or specific cause reasonably beyond Toyne's control and not attributable to its neglect or nonfeasance). Should a performance failure occur, it will be the responsibility of Toyne to notify the Customer in writing and submit proof of the circumstances for non-performance. Immediately following the resolution of circumstances responsible for non-performance, Toyne must renegotiate delivery schedules.

It is agreed that the apparatus and equipment covered by this Agreement shall remain the property of Toyne until the entire Contract Price has been paid, but if more than one piece of apparatus is covered by this Agreement, then each piece shall remain the property of Toyne until the above listed price for such piece has been paid in full, and in case of an default in payment, Toyne may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.



This Agreement to be binding must be signed and approved by an officer of Toyne, or someone authorized in writing by it to do so. This Agreement and Specifications take precedence over all previous negotiations and no representatives are considered as entering into this Agreement except as are contained herein or in the specifications attached hereto. This Agreement cannot be altered or modified except by mutual written agreement signed by the parties.

If for any reason, the Purchaser wishes to cancel this Agreement. Toyne will be entitled to an amount not to exceed 10% of the total Agreement price plus 100% of all expenses incurred by Toyne and its authorized representative as a result of the cancelation. Such expenses would include, but not limited to, the following items:

- Manufacturing or engineering work already performed.
- Cancellation fees charged by component manufacturer's.
- Full cost of all un-returnable items.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the the Customer has caused its seal to be affixed, and attested by its authorized representatives on this:

_____ day of _____, 20 _____.

By: _____

Title: _____

the Customer's Registered Name

By: _____

Fyr-Tek Sales Representative

Accepted at Toyne Inc. Corporate Office in Breda, IA

By: _____

Michael D. Schwabe - President

Date: _____

ORDINANCE NO. 2269

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO COMMITTEES, COMMISSIONS AND BOARDS; TO AMEND SECTION 2-1204 OF THE CRETE MUNICIPAL CODE TO, IN ACCORDANCE WITH STATE LAW, CHANGING THE INDIVIDUAL WHO CAN REMOVE INDIVIDUALS FROM THE COMMISSION FROM THE MAYOR TO THE APPOINTING AUTHORITY.

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

Section 1. That Chapter 2, Article 12, Section 2-1204 of the Crete Municipal Code shall be amended as follows:

2-1204 Commission; Appointment of Members; Removal

(1) The Civil Service Commission shall consist of five members who shall be appointed by the Appointing Authority with the approval of the City Council. No person shall be appointed a member of the Commission who is not a citizen of the United States, a resident of the City of Crete for at least three years immediately preceding such appointment, and a registered elector of Saline County, Nebraska. At the time of appointment, no more than three members, including the one or ones to be appointed, shall be registered electors of the same political party.

(2) Any member of the Commission may be removed from office by the ~~Mayor~~ Appointing Authority for incompetency, dereliction of duty, malfeasance in office, or other good cause. No member of the Commission shall be removed until written charges have been made and provided to the Commission, due notice has been given to such member, and a full hearing has been held before the Mayor and the City Council. Any member so removed shall have the right to appeal the decision to the District Court of Saline County, which shall hear and determine such appeal as provided for in the Civil Service Act.

Section 2. That the changes specified in the above sections shall be codified as part of the Crete Municipal Code as stated herein.

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 or codified sections that can be given effect without the repealed parts.

Section 4. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 5. That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the ____ day of _____ 2026.

Mayor

ATTEST:

City Clerk

