

KALKWARF Law
& SMITH Offices
LLC



Bradley T. Kalkwarf
Shaylene M. Smith
Jennifer S. Craven

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

April 29, 2025

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

Ms. Moria Holly
P.O. Box 208
DeWitt, NE 68341

Ms. Susan Bartels
P.O. Box 94
Tobias, NE 68453

Mr. Jerry Wilcox
P.O. Box 86
Crete, NE 68333

Ms. Deb Schwisow
P.O. Box 387
Western, NE 68464

Ms. Jen Kasl
P.O. Box 287
Dorchester, NE 68343

Ms. Heather Varney
235 Maple St.
Friend, NE 68359

Ms. Donna Rut
P.O. Box 23
Swanton, NE 68445

Mrs. Lori Rezny
P.O. Box 486
Wilber, NE 68465

Diane Notiffee
Saline County Clerk

Re: Saline County Rural Fire MFO Agreement

Dear Clerks:

Enclosed please find a draft copy of the above-referenced agreement for review and consideration by your City/Village/County Agency. This agreement would be for the fiscal years 2025-2026, 2026-2027 and 2027-2028. As you may recall this will be the third multi-year agreement for the MFO. The 2019-2022 agreement had a levy of 1.4¢ and the 2022-2025 agreement had a levy of 1.5¢. In keeping with that same pattern, this current agreement has a common levy of 1.6¢.

Each of your cities, villages and county agencies will need to vote on approval of the contract. Once you have approved the MFO agreement, please contact my office so that we can provide you with the original contract for signatures. We will also need a copy of the minutes showing the motion and approval of the agreement, as we need to attach that to the application for the MFO grant money each year.

Should you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

Bradley T. Kalkwarf

BTK:em
Enclosures

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025 by and between the undersigned cities, villages and rural fire protection districts of the State of Nebraska (hereinafter referred to as “Participants”), which, by this agreement, create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. Seq. (as amended).

WHEREAS, certain cities, villages and rural fire protection districts located in Saline County, Nebraska, desire to create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. seq. (as amended).

NOW THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS AS FOLLOWS:

Section 1. That the Participants hereby create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. seq. (as amended). This mutual finance organization shall be known as the Saline County Rural Fire Protection Mutual Finance Organization.

Section 2. The Mutual Finance Organization Board shall determine the property tax levy needed to jointly finance the undersigned fire districts, excluding any bonded indebtedness and lease purchase contracts which are in existence on July 1, 2025.

The Participants hereby agree pursuant to Neb. Rev. Stat. §35-1204(1) that the Mutual Finance Organization levy and agreed upon property tax rate of .01600 for the first year of this agreement. Further the Participants agree that no Participant shall levy a higher tax rate for the remaining tax years covered by this agreement.

Section 3. This agreement shall terminate on June 30, 2028, unless extended by the mutual agreement of all Participants.

Section 4. There is hereby established a joint board responsible for administration of this cooperative undertaking to be formally known as the Saline County Rural Fire Protection Mutual Finance Organization Board of Directors (hereinafter referred to as “the Board”).

Section 5. The governing body of each Participant shall designate one representative to serve on the Board herein established. The governing body of each participant shall also appoint one person to serve as an alternate representative on the Board to serve temporarily for the representative as may be necessary in the event that the representative cannot serve. No prior notice need be given to the Board that the alternate representative will serve. The Board is authorized and directed to prepare and submit a timely application to the Nebraska Mutual Finance Assistance Fund for the maximum assistance available to the Saline County Rural Fire Protection Mutual Finance Organization for the years 2025-2026, 2026-2027 and 2027-2028. The Board is authorized to do all things necessary and proper to obtain such assistance, including

signing applications and receiving funds without further or additional authorization of the individual parties to this agreement. A majority vote of the members of this board is empowered to act for the joint and mutual benefits of the parties in such matters. Each member shall be entitled to one vote. The Board shall distribute all assistance funds to the participants as herein provided. It shall not acquire or hold any property other than public funds to be distributed to the participants hereunder.

Section 6. The Chairperson shall be the Chairperson of the Saline County Rural Fire Protection District and the Secretary shall be the Secretary of the Saline County Rural Fire Protection District. An annual meeting shall be held in conjunction with the annual meeting of the Saline County Rural Fire Protection District and notice shall be given to all participants with at least forty-eight (48) hours written notice to all members of the Board.

Section 7. The Mutual Finance Organization Board shall divide among the undersigned Fire Districts/Departments any funding it receives for operational and equipment needs of the Fire Districts. Any special payments received under the Nebraska Municipal Finance Assistance Act shall be paid directly to the Rural Fire District, City or Village that qualified for said payment, in accordance with the Act.

That funding shall then become the property of the respective Fire Districts/Departments. All real and personal property currently owned or acquired in the future by the respective Fire Districts/Departments shall remain their own separate property.

Section 8. This agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the parties or any of them in effect upon the date of this agreement.

Section 9. This agreement shall not be construed to have created a separate legal entity.

Section 10. Except as herein specifically provided otherwise, each Participant shall maintain its authority and indebtedness as a governmental subdivision.

DATED this _____ day of _____, 2025.

SALINE COUNTY RURAL FIRE
PROTECTION DISTRICT

Attest:

Gary Baxa, Secretary

BY: _____
Allen Papik, President

Attest:

Sheldon Kohout, Secretary

FRIEND RURAL FIRE DISTRICT

By: _____
Mike Weber, President
Date: _____

Attest:

Susan Bartels, Village Clerk

VILLAGE OF TOBIAS, NEBRASKA
A Municipal Corporation

By: _____
Gary Dick, Chairperson
Date: _____

Attest:

Donna Rut, Village Clerk

VILLAGE OF SWANTON, NEBRASKA
A Municipal Corporation

By: _____
Charles Runty, Chairperson
Date: _____

Attest:

Moria Holly, Village Clerk

VILLAGE OF DE WITT, NEBRASKA
A Municipal Corporation

By: _____
Lyle Fink, Chairperson
Date: _____

Attest:

Deb Schwisow, Village Clerk

VILLAGE OF WESTERN, NEBRASKA
A Municipal Corporation

By: _____
Andy Schoenbeck, Chairperson
Date: _____

Attest:

Jennifer Kasl, Village Clerk

VILLAGE OF DORCHESTER,
NEBRASKA
A Municipal Corporation

By: _____
Roger Miller, Chairperson
Date: _____

Attest:

Heather Varney, Deputy City Clerk

CITY OF FRIEND, NEBRASKA
A Municipal Corporation

By: _____

Judith Knoke, Mayor

Date: _____

Attest:

Nancy Tellez, City Clerk

CITY OF CRETE, NEBRASKA
A Municipal Corporation

By: _____

Dave Bauer, Mayor

Date: _____

Attest:

Lori Rezny, City Clerk

CITY OF WILBER, NEBRASKA
A Municipal Corporation

By: _____

Roger Chrans, Mayor

Date: _____