

**Finance Committee Meeting**  
**Tuesday, July 5, 2022 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. Provide a recommendation to the City Council on entering into an agreement with ClearGov for a digital budget book platform with an initial setup cost of \$1,800 and an annual cost of \$7,750.
- 3.B. Provide a recommendation to the City Council on adopting Resolution 2022-02 to amend both the City and Police Pension Plans to include changes required by the SECURE and SECURE CARES Acts.
- 3.C. Discuss entering into a lease agreement with Nextlink for water tower access.
- 3.D. Discuss an agreement with SCAT for the next year.

**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).



2 Mill & Main; Suite 630; Maynard, MA 01754

# Service Order

<b>Created by</b>	Sarah Sears
<b>Contact Phone</b>	913-707-0020
<b>Contact Email</b>	ssears@cleargov.com

<b>Order Date</b>	Jun 6, 2022
<b>Order valid if signed by</b>	<b>Jul 8, 2022</b>

Customer Information			
<b>Customer</b>	Crete, NE	<b>Contact</b>	Jerry Wilcox
<b>Address</b>	243 East 13th St	<b>Title</b>	City Clerk - Treasurer
<b>City, St, Zip</b>	Crete, NE 68333	<b>Email</b>	jerry.wilcox@crete.ne.gov
<b>Phone</b>	402-826-4313	<b>Billing Contact</b>	
		<b>Title</b>	
		<b>Email</b>	
		<b>PO # (If any)</b>	

To be clear, you will be billed as follows...			
Billing Date(s)	Amount(s)	Notes	
Aug 1, 2022	\$ 1,800.00	One Time Setup Fee	
Aug 1, 2022	\$ 1,291.67	2 Month Pro-Rata Subscription Fee	
Oct 1, 2022	\$ 7,750.00	Annual Subscription Fee	
Oct 1, 2023	\$ 7,750.00	Annual Subscription Fee	
Oct 1, 2024	\$ 7,750.00	Annual Subscription Fee	

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Aug 1, 2022	Aug 1, 2022	ClearGov Setup Services
<b>Pro-Rata</b>	Aug 1, 2022	Sep 30, 2022	ClearGov Subscription Services
<b>Initial</b>	Oct 1, 2022	Sep 30, 2025	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.	Tier 2	\$ 1,800.00
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>		<b>\$ 1,800.00</b>
Subscription Services	Tier	Service Fees
ClearGov Digital Budget Book - Civic Edition	Tier 2	\$ 7,750.00
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>		<b>\$ 7,750.00</b>
Billing Terms and Conditions		
<b>Valid Until</b>	<b>Jul 8, 2022</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Rate Increase</b>	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

Customer Upgrades (ClearGov internal use only)		
<b>This Service Order is a Customer Upgrade</b>	No	<b>If Yes: Original Service Order Date</b>

General Terms & Conditions	
<b>Cancellation Option</b>	This ClearGov Service Order is subject to the approval of the Crete Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its June 21st, 2022 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.

<b>Customer Satisfaction Guarantee</b>	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
<b>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

<b>Customer</b>	
<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	

<b>ClearGov, Inc.</b>	
<b>Signature</b>	
<b>Name</b>	Bryan A. Burdick
<b>Title</b>	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.

**SECOND AMENDMENT TO THE  
CITY OF CRETE, NEBRASKA POLICE OFFICERS PENSION PLAN  
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) desires to amend the City of Crete, Nebraska Police Officers Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94).

NOW THEREFORE the Plan is amended to read as follows effective January 1, 2020:

1. Section 1.33 is amended to read as follows:

**1.33 “Required Beginning Date”** means, for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant attains age 70½ or retires.

2. Section 6.3(b)(2)(i) is added and reads as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on \_\_\_\_\_, 2022.

CITY OF CRETE, NEBRASKA

By: \_\_\_\_\_  
Dave Bauer, Mayor

**SECOND AMENDMENT TO THE  
CITY OF CRETE, NEBRASKA POLICE OFFICERS PENSION PLAN  
(SECURE Act)**

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2. Section 6.3(b)(2)(i) is added and reads as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on \_\_\_\_\_, 2022.

CITY OF CRETE, NEBRASKA

By: \_\_\_\_\_  
Dave Bauer, Mayor

**THIRD AMENDMENT TO THE  
CITY OF CRETE, NEBRASKA PENSION PLAN  
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) has determined that the City of Crete, Nebraska Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94).

NOW THEREFORE the Plan is amended to read as follows, effective January 1, 2020:

1. Section 1.30 is amended to read as follows:

**1.30 “Required Beginning Date”** means for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant (a) attains age 70½ or (b) retires.

2. Section 6.3(b)(2)(i) is amended to read as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

3. Section 6.3(i) is added to read as follows:

(i) Required Minimum Distributions Waiver 2020. Notwithstanding anything to the contrary in this Section, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of Code Section 401(a)(9)(I) (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs, will not receive those distributions for 2020 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. This waiver applies with respect to any distribution which is required to be made in calendar year 2020 by reason of (1) a Required Beginning Date occurring in such calendar year; and (2) such distribution not having been made before January 1, 2020. Notwithstanding Section 6.5, solely for purposes of applying the direct rollover provisions of the Plan, the 2020 RMDs will be treated as eligible rollover distributions. In addition, the five-year period described Code Section 401(a)(9)(B)(ii) shall be determined without regard to calendar year 2020. This

Section is intended to implement Section 2203 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “CARES Act”) and shall be construed accordingly.

4. Section 6.3 will be administered in operational compliance with Code Section 401(a)(9), including the rules related distributions to a Beneficiary of a Participant who dies after December 31, 2019, as amended by the SECURE Act, and the waiver of required minimum distributions for 2020, as amended by the CARES Act, as of the applicable effective dates.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on \_\_\_\_\_, 2022.

CITY OF CRETE, NEBRASKA

By: \_\_\_\_\_  
Dave Bauer, Mayor

**THIRD AMENDMENT TO THE  
CITY OF CRETE, NEBRASKA PENSION PLAN  
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) has determined that the City of Crete, Nebraska Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94); and to include changes required by the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (“CARES Act”).

NOW THEREFORE the Plan is amended to read as follows, effective January 1, 2020:

1. Section 1.30 is amended to read as follows:

**1.30 “Required Beginning Date”** means for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant (a) attains age 70½ or (b) retires.

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distributions. In addition, the five-year period described Code Section 401(a)(9)(B)(ii) shall be determined without regard to calendar year 2020. This Section is intended to implement Section 2203 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "CARES Act") and shall be construed accordingly.

4. Section 6.3 will be administered in operational compliance with Code Section 401(a)(9), including the rules related distributions to a Beneficiary of a Participant who dies after December 31, 2019, as amended by the SECURE Act, and the waiver of required minimum distributions for 2020, as amended by the CARES Act, as of the applicable effective dates.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on \_\_\_\_\_, 2022.

CITY OF CRETE, NEBRASKA

By: \_\_\_\_\_  
Dave Bauer, Mayor

## RESOLUTION NO. 2022-02

### A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AMENDING THE CITY AND POLICE PENSION PLANS PURSUANT TO THE SECURE AND CARES ACTS.

WHEREAS, the City maintains the City of Crete, Nebraska Pension Plan (“City Pension Plan”) and the City of Crete, Nebraska Police Officers Pension Plan (“Police Pension Plan”); and

WHEREAS, the City desires to amend the City Pension Plan and the Police Pension Plan to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94), and to include changes required by the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (“CARES Act”).

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

**Section 1.** That the Mayor is authorized to execute the Third Amendment to the City Pension Plan and the Second Amendment to the Police Pension Plan in substantially the form that was presented to the City Council at its meeting on July 5, 2022.

**Section 2.** That the Mayor and City Clerk are authorized to take such actions and execute such documents as they deem necessary or appropriate to carry out the intent and purposes of this resolution and to cause the Plans to be administered according to their terms and applicable law.

PASSED AND ADOPTED the 5th day of July 2022.

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Mayor

ATTEST:

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City Clerk



## **TOWER SITE LEASE AGREEMENT AND ACCESS EASEMENT**

This Tower Site Lease Agreement and Access Easement (“Agreement”) is made to be effective this 14th day of December 2021 (“Effective Date”), by and between The City of Crete (“Landlord”), and AMG Nebraska ISP, LLC., a Nebraska limited liability company.

For good and valuable consideration, the parties hereto agree as follows:

1. **Tower.** Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink and Nextlink leases from Landlord the rights to non-exclusively utilize the Landlord’s tower located at:
  - SE corner of Betten Dr and E 29<sup>th</sup> St, Crete, NE 68333(the “Site Location”) and described on Exhibit “A” attached hereto (the “Structure”) and incorporated herein by reference, subject to any and all existing easements on which a Tower structure along with directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord together with a non-exclusive easement for reasonable access to the Tower and for adequate utility services, including sources of electric utilities incorporated herein by reference (collectively, the Site Location, the Structure, the access easement and the utility services are referred to herein as (the “Tower”).
2. **Rent.** As consideration for this Agreement, Nextlink shall provide Landlord an annual payment of one thousand eight hundred dollars (\$1800.00) and one (1) free internet connection (highest residential plan available) for the life of this Agreement. Installation, required equipment, and service maintenance will be provided by Nextlink at no charge. Such services shall commence upon completion and activation of the Antenna Facilities. Service location must be within range of the Antenna Facilities.
3. **Governmental Approval Contingency.** Nextlink’s right to use the Leased Premises is expressly contingent upon its obtaining all the certificates, permits, licenses, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any certificate, permit, license or other approval is finally rejected, is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority so that Nextlink, in its sole discretion, determines that it will be unable to use the Leased Premises for the Intended Use (defined below), Nextlink shall have the right to terminate this Agreement.
4. **Term and Renewals.**

**Initial Term.** The “Initial Term” of this Agreement shall commence on the Effective Date and expire at the end of the 60th full month of this Agreement; provided, however, Nextlink’s Rent obligations shall commence as set forth in Section 2 above.

**Renewal.** Subject to the terms and conditions of this Agreement, Nextlink shall have the right to extend this Agreement for three (3) sixty (60) month renewal periods (each, a “Renewal Term”) commencing on the first day of the month following the expiration date of the Initial Term or prior Renewal Term. This Agreement shall be automatically renewed for each Renewal Term of sixty (60) months unless Nextlink sends written notice of non-renewal to opposing party no later than thirty days (30) prior to the expiration of the Initial Term or prior Renewal Term. Any additional Renewal Terms beyond the third Renewal Term shall require a mutual agreement in writing signed by Landlord and Nextlink.

5. **Nextlink's Use of Leased Premises.** Nextlink shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities, and related equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public (the "Intended Use"). Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and all applicable FCC rules and regulations. Nextlink's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage to the Leased Premises or Landlord's adjoining property caused by Nextlink or its contractors during installation or operations of the Antenna Facilities shall be repaired by and at Nextlink's expense within thirty (30) days after notification of such damage by Landlord. The Antenna Facilities shall remain the exclusive property of Nextlink throughout the term of this Agreement. Nextlink shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of Landlord's adjoining property. Nextlink, at all times during this Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities.
6. **Insurance and General Liability.** Nextlink must maintain "occurrence" form comprehensive general liability coverage during the Initial Term and any Renewal Terms of this Agreement. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Said coverage must have limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep in force during the Initial Term and any Renewal Terms of this Agreement a policy covering damages to its property at the Leased Premises. The amount of the property insurance shall be sufficient to replace the damaged property, including loss of use, and shall contain ordinance and law coverage.
7. **Agreement Termination.** Except as Set forth in Section 3 hereof (for which no notice is required), this Agreement may be terminated by Nextlink upon sixty (60) days written notice to Landlord. In the event that this Agreement is terminated or not renewed, Nextlink shall have ninety (90) days from the termination or expiration date to remove its Antenna Facilities and related equipment from the Leased Premises and to repair and restore the surface of the Site Location to its original state.
8. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement that is not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, venue for any litigation thereafter shall lie in the district courts of the State of Nebraska. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):
- |                                    |                                       |
|------------------------------------|---------------------------------------|
| If to Landlord, to: Thomas Wurtele | If to Nextlink, to: Nextlink Internet |
| 141 S 66 <sup>th</sup> Rd          | 95 Parker Oaks Ln.                    |
| Nebraska City, NE 68410            | Hudson Oaks, TX 76087                 |
|                                    | ATTN: David Law                       |
9. **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind except as set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be construed in accordance with the laws of the State of Nebraska.
10. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

11. **Binding Effect.** This Agreement shall run with the Leased Premises. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Nextlink may file a Memorandum of Lease in the county where the Leased Premises are located.
12. **Payment of Utilities.** Landlord shall provide connections for the consumption of electrical and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.
13. **Priority Customer Service.** For immediate service regarding your internet service/connection call **817-752-5558**. For contract questions please call **(682) 204-5050** or email **towerhost@team.nxlink.com** messages and Emails will be reviewed Monday Friday 8am-5pm, responses will be returned within 2 business days.
14. **Indemnification.** Nextlink shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising out of Tenant's use of the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

<p>LANDLORD</p> <p>By _____</p> <p style="padding-left: 40px;">City of Crete</p> <p>By _____</p>	<p>NEXTLINK;</p> <p>AMG Nebraska ISP, LLC., an Iowa limited liability company</p> <p>By _____</p> <p style="padding-left: 40px;">David Law – VP of Field Operations</p>
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**Exhibit "A"**

**Legal Description of Landlord's Property**

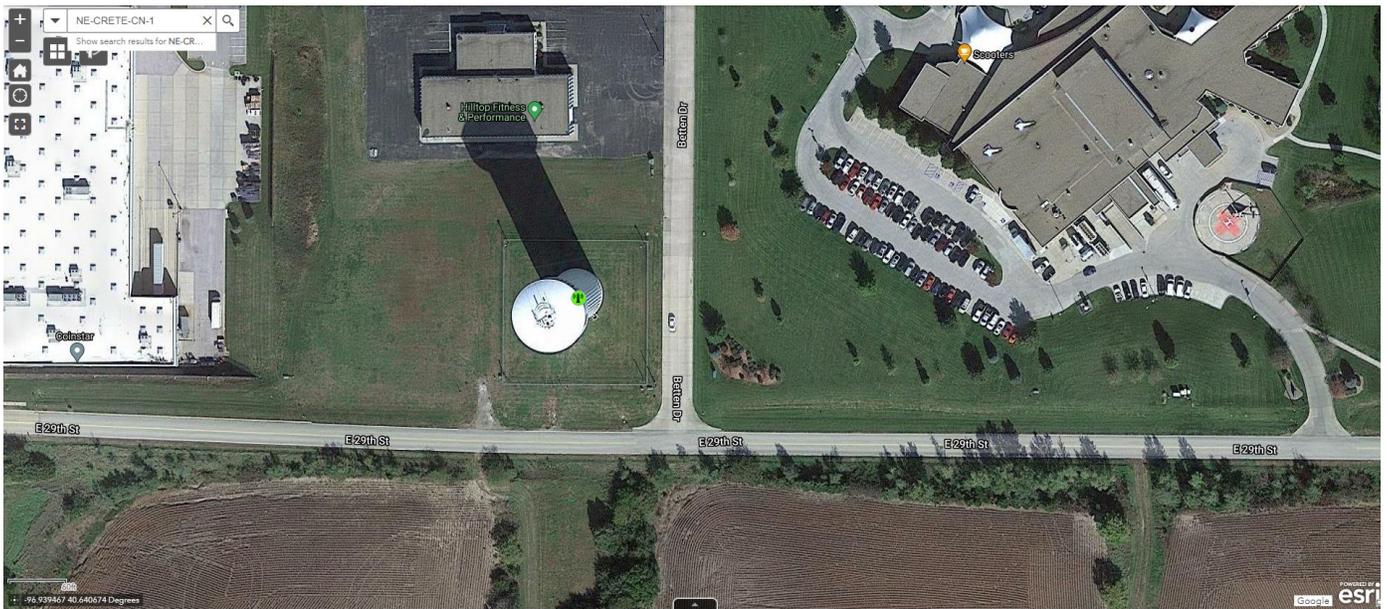
**[from deed into Landlord]**

**Parcel ID 760137218 Links Photo #1 Map Number 3689-23-0-00000-000-0036 Cadastral # 003-036-0040 Current Owner THE CITY OF CRETE Mailing Address 243 EAST 13TH STREET CRETE, NE 68333- Situs Address CRETE PRCT Tax District 5 Tax ID 003-036-0040 School District CRETE 2 Neighborhood 1950 Property Class Exempt Lot Width x Depth Legal Description CRETE PRCT PT SE 1/4 SE 1/4 SEC. 23-8-4 .72A (ICL)**

## Exhibit "B"

### Site Location Description

The Site consists of the water tower and equipment shelter to be located at the SE corner of Betten Dr and E 29<sup>th</sup> St, Crete, NE 68333 (40.640145, -96.937437). Approximate tower location is indicated by green pin shown in the Arc GIS image.





**SALINE COUNTY AREA TRANSIT**

P.O. Box 412

Western, NE 68464

Phone/Fax: (402) 433-4511

June 3, 2022

Crete City Hall  
241 East 13<sup>th</sup> Street  
P.O. Box 86  
Crete, NE 68333

Dear Mayor Bauer and Crete Council,

Attached is a copy of the Budget Summary for fiscal years 2022 and 2023. Also attached is a funding chart that shows each town's share of the local matching funds. Note that although the Summary reflects a two-year budget as is now required by Nebraska Dept of Transportation, the funding chart is only allocating local match for one year (half of the total local match on line 14). Please use the funding chart as the invoice for Crete. It reflects \$8,382 for county service and \$17,248 for city service, totaling \$25,630.

It was another difficult year to assure health safety for passengers and staff while dealing with Covid 19 under continuously changing information and CDC recommendations and requirements. As the covid 19 pandemic is seemingly subsiding, SCAT is no longer mandated to require masks be worn by all drivers and passengers. All routes are in service.

For fiscal year 2021, over 8800 trips were provided and more than 79,000 miles were driven. At three quarters into fiscal year 2022, we are on schedule to provide approximately 11,000 boardings and only slightly more miles.

SCAT strongly encourages communities to make known any transportation needs that are going unmet. We are interested in seeking out opportunities to meet your needs.

Please contact me if the Council would like me to present an annual report so we may set a convenient meeting date.

Regards,

Scott Bartels  
Director

# Summary Page



5311 Funding Application  
for Public Transportation Operating Assistance  
Fiscal Year: 2021-2023



For any questions please email : [marisue.wagner@nebraska.gov](mailto:marisue.wagner@nebraska.gov)

## Federal Reimbursement Calculation

1	Operating Costs (total from Page 3)	\$	298300
2	Project Income (From above)	\$	28800
3	Estimated Net Operating Deficit (Line 1 minus Line 2)	\$	269500
4	Federal Funds Requested (50% of Line 3)	\$	134750
5	Remaining Net Deficit (Line 3 minus Line 4)	\$	134750

## State Reimbursement Calculation - Operating Costs

6	State Funds Requested (50% of Line 5)	\$	67375
7	Local Matching Funds Required (Line 3 minus Line 4 minus Line 6)	\$	67375

## Federal Reimbursement Calculation - Non-Operating Costs

8	Non-Operating Costs (Total from Page 4)	\$	398125
9	Federal Funds Requested (80% of Line 8)	\$	318500

## State Reimbursement Calculation - Non-Operating Costs

10	State Funds Requested (10% of Line 8)	\$	39813
11	Local Matching Funds Required (Line 8 minus Line 9 minus Line 10)	\$	39812

## Funds By Source

12	Federal	\$	453250
13	State	\$	107188
14	Local Match	\$	107187

## Local Matching Funds Source

In kind parking in Crete, Snow removal in Western, Saline County Area Transit, Saline County and all towns within the county, DHHS,

Authorized By: Scott Bartels

Authorized Date: 02/23/2021

Saline County Area Transit  
Town Allocations  
Fiscal Year 2023

CITY	BASE	CITY SHARE	TOTAL
Crete	500	7882	8382
DeWitt	500	914	1414
Dorchester	500	854	1354
Friend	500	1829	2329
Swanton	500	167	667
Tobias	500	233	733
Western	500	456	956
Wilber	500	2703	3203
Saline County	5750	<u>          </u>	<u>5750</u>
Total Local Funding	9750	15038	24788
Fund Raising			11558
Crete for Crete city survey			<u>17248</u>
Total local match for fiscal year 2023			53594