

Crete City Council Regular Meeting
Tuesday, September 5, 2023 6:00 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.
- Please stand for the Pledge of Allegiance.

2. Roll Call

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

3. Consent Agenda

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

3.A. Approve Meeting Minutes

- 3.A.1. August 15, 2023 Leg.Econ.Development minutes
- 3.A.2. August 15, 2023 City Council minutes
- 3.A.3. August 29, 2023 City Council Budget Work Session minutes
- 3.A.4. August 29, 2023 Personnel Committee minutes
- 3.A.5. August 28, 2023 Cemetery Board minutes

3.B. MEAN Minutes

3.C. Accept the City Treasurer's Report

3.D. Approve the Payment of Claims Against the City

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

4.A. Consider the approval of negotiating the purchase of property for a sports complex project.

4.B. Consider on second reading Ordinance No. 2176; An Ordinance of the City of Crete, Nebraska Relating to Annexation; To annex certain contiguous or adjacent land in part of the SE 1/4 of the NW 1/4 of Section 33, T8N, R4E; and to extend the corporate limits of the City.

4.C. Consider approving the payment of claims to Crete Ace Hardware in the amount of \$223.53.

4.D. Consider the Operation Underground Railroad (O.U.R) Domestic Law Enforcement Support Mutual Agreement For The Receipt of Contributions from the Crete Police Department.

- 4.E. Consider the Quitclaim Deed to Clevette Rentals, L.L.C. located at The West forty (40) feet of vacated Mill Street, located in the Original Town of Crete, Saline County, Nebraska.
- 4.F. Consider the Application for Special Event Permit SE23-04 for the Crete High School Homecoming Parade.
- 4.G. Consider the Application for Special Event Permit SE23-05 for a bonfire and Homecoming Kickoff celebration at Tuxedo Park by the Crete Booster Club.
- 4.H. Consider the Special Event Permit application SE23-06 for a Homecoming bonfire at Tuxedo Park from Doane University.
- 4.I. Consider the College Park 1st Addition Administrative Subdivision from Dittmer & Dittmer L.L.C.
- 4.J. Consider amending the Employee Rules and Regulations regarding Sec. 3.07 Timekeeping.
- 4.K. Consider a retirement contribution correction.
- 4.L. Consider approval of the FOP Agreement for Fiscal year 23-24.
- 4.M. Consider authorizing to apply for the Reconnecting Communities and Neighborhoods Grant Program.
- 4.N. Consider approving Change Orders for the Isis Theater renovation project.

5. Petitions - Communications - Citizen Concerns

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

6. Officers' Reports

- Reports may be given by Officers, Departments, Committees, 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.

6.A. Swear in of Noah Zack as Police Officer.

6.B. A Joint City Council and Planning Commission meeting will be held on October 3rd, 2023 at 6:00 p.m. Confluence will be giving a presentation on the Comprehensive Plan with updates from the steering committee.

7. 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 COUNCIL PERSONNEL COMMITTEE MEETING

August 15th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Tom Crisman: Present
Kyle Frans: Present
Ashley Newmyer: Present
Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the renewal of the Union Bank and Trust Revised Defined Contribution Plan Services Agreements for the Civilian Employee and Police Officer Pension Plans with Union Bank and Trust.

City Clerk-Treasurer Jerry Wilcox explained that there have been updates to comply with the IRS changes. The fees are not changing and these are just updates from the IRS. These are administrative actions for the updates for cyber security and there was added language if there is ever litigation and how to proceed. The fee schedule is the same and there are no changes to the mutual funds

Recommend to the City Council on the renewal of the Union Bank and Trust Revised Defined Contribution Plan Services Agreements for the Civilian Employee and Police Officer Pension Plans with Union Bank and Trust. Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye
Aye: 3, No: 0.

3.B. Discuss Bargaining Unit Contract Negotiations (Closed Session)

The committee entered closed session for discussion on Bargaining Unit Contract Negotiations at 5:34pm.

The committee entered closed session at 5:34pm to discuss Bargaining Unit Contract Negotiations. Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye

Aye: 3, No: 0
The committee exited closed session at 6:53pm with no action taken. Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL REGULAR MEETING

August 15th, 2023 at 6:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Dan Papik: Absent
Tom Crisman: Present
Anthony Fitzgerald: Present
Kyle Frans: Present
Ashley Newmyer: Present
Dale Strehle: Present

Present: 5, Absent: 1.

3. Consent Agenda

Approve Consent Agenda as presented. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

3.A. Approve Meeting Minutes

- 3.A.1. August 1, 2023 Finance Committee Minutes
- 3.A.2. August 1, 2023 Public Safety Committee Minutes
- 3.A.3. August 1, 2023 City Council Meeting Minutes
- 3.A.4. August 7, 2023 Planning Commission Minutes
- 3.A.5. August 10, 2023 Airport Advisory Board Minutes
- 3.A.6. July 5, 2023 Public Works Committee Minutes
- 3.A.7. July 18, 2023 Public Works Committee Minutes
- 3.A.8. August 1, 2023 Public Works Committee Minutes
- 3.B. Accept the City Treasurer's Report
- 3.C. Approve the Payment of Claims Against the City
- 3.D. Approve Cline Williams invoices totalling \$9,632.06

4. Items of Business

4.A. Consider authorizing to apply for the Rural and Tribal Assistance Pilot Program.

City Administrator Tom Ourada stated that this item was going to be at the last council meeting. However, the deadline for the application was before the council meeting. The application was submitted on August 14th 2023 for \$360,000 for planning activities for a pedestrian bridge over highway 33 and the railroad. There is no matched requirement and this item did go to the finance committee.

Authorized to apply for the Rural and Tribal Assistance Pilot Program. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.B. Consider the Belohavy Estates Administrative Subdivision.

City Administrator Tom Ourada explained that this is a straightforward subdivision replotting two lots.

City Attorney Anna Burge stated that this is an extension on the back of lot 4ft on the set back in order to bring into compliance.

Approved the Belohavy Estates Administrative Subdivision. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

Mayor Bauer added that the 4ft of property was purchased privately.

4.C. Consider the Contractor's Application for Payment from Constructors, Inc. for Project No. 23-015 in the amount of \$232,336.90.

City Administrator This is for the Northside paving project.

Approved the Contractor's Application for Payment from Constructors, Inc. for Project No. 23-015 in the amount of \$232,336.90. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.D. Consider renewing the membership with Southeast Nebraska Development District.

City Administrator Tom Ourada stated that there are no reasons not to renew membership with SENDD. There are some projects coming up that SENDD is going to be helping with.

Approved renewing the membership with Southeast Nebraska Development District. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.E. Consider approving the payment of claims to ACE Hardware in the amount of \$1,364.25.

Approved the payment of claims to ACE Hardware in the amount of \$1,364.25. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.F. Consider adopting Resolution 2023-16: A resolution authorizing the Mayor to sign the Nebraska Board of Public Roads Classifications and Standards Municipal Annual Certification of Program Compliance.

City Administrator Tom Ourada explained that this is something that is done every year in order to receive the allocation for having a qualifying street program.

Introduced and adopted Resolution 2023-16: A resolution authorizing the Mayor to sign the Nebraska Board of Public Roads Classifications and Standards Municipal Annual Certification of Program Compliance. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.G. Consider Ordinance No.2176; An Ordinance of the City of Crete, Nebraska Relating to Annexation; To annex certain contiguous or adjacent land in part of the SE 1/4 of the NW 1/4 of Section 33, T8N, R4E; and to extend the corporate limits of the City.

City Administrator Tom Ourada stated that this is to annex the 4 ft.

Approved the first reading of Ordinance No.2176; An Ordinance of the City of Crete, Nebraska Relating to Annexation; To annex certain contiguous or adjacent land in part of the SE 1/4 of the NW 1/4 of Section 33, T8N, R4E; and to extend the corporate limits of the City.

Carried with a motion by Dale Strehle and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.H. Consider the Preliminary Plat for Butterfly Acres.

City Administrator Tom Ourada stated that this went to the Planning Commission. Mike Decker with Civil Design explained that these are 3 acre properties that will have individual sewer and water.

Approved the Preliminary Plat for Butterfly Acres. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.I. Consider the renewal of the Union Bank and Trust Revised Defined Contribution Plan Services Agreements for the Civilian Employee and Police Officer Pension Plans with Union Bank and Trust.

City Clerk-Treasurer Jerry Wicox explained that there have been updates to comply with the IRS changes. The fees are not changing and these are just updates from the IRS. These are administrative actions for the updates for cyber security and there was added language if there is ever litigation and how to proceed. The fee schedule is the same and there are no changes to the mutual funds.

Approved the renewal of the Union Bank and Trust Revised Defined Contribution Plan Services Agreements for the Civilian Employee and Police Officer Pension Plans with Union Bank and Trust. Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.J. Consider the Substation Transformer and Switchgear bids.

City Administrator Tom Ourada explained that this went to the Public Works Committee and he stated that he is currently working with EDA to apply for a grant for the Substation Transformer and Switchgear. If the bids are rejected, the rebid prices might be about 3-5% higher. It is well worth the risk to wait and apply for the grants.

Rejected the Substation Transformer and Switchgear bids. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.K. Consider the amended utility payment Agreement and Waiver Of Notice Policy

City Administrator Tom Ourada explained that Human Resource Director Wendy Thomas and Office Manager/ Administrative Assistant Telisha Carnes have been working on the amended utility payment agreement and waiver of notice policy. Ourada and City Attorney Anna Burge looked at it and made some changes to it.

Approved the amended utility payment Agreement and Waiver Of Notice Policy Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.L. Consider the LB840 Application from ALLO Crete, LLC.

City Administrator Tom Ourada explained that ALLO Crete, LLC is seeking LB840 funds for their office renovations. ALLO had talked about having an office and were looking at different communities from around the area Crete, Milford and Seward. We told them that if they located an office here in Crete they might be able to receive assistance through LB840. ALLO Crete, LLC has signed a long-term lease at 1228 Main Ave #2, Crete. They plan to have about 7 employees and a base in the back for service crews.

Approved the LB840 Application from ALLO Crete, LLC. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

4.M. Consider the LB840 Application from Charpen Properties LLC.

City Administrator Tom Ourada stated that Charpen Properties, LLC is applying for LB840 funds. They are located right around the corner from where ALLO Crete, LLC is going to be located. They are planning to have mix use of the building downtown with an apartment on top and a storefront. LB840 awards only up to 50% of the project.

Approved the LB840 Application from Charpen Properties LLC. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

- Chief of Police Young reported the following:
 - The National Night Out in association with the Community Back to School Picnic at Doane University was very well attended.
 - A sprinkler system and new sod are being installed at the Police Station.
- Park and Recreation Director, Liz Cody reported the following:
 - The summer season is coming to a close and over 30 seasonal staff are through for the year and will be going back to school.
 - With the end of the pool season, repair and updates will begin. A new roof on the bathhouse is at the top of the list.
 - Flag Football registrations are ongoing.

- We are continuing to collaborate with partners for new programs and activities at Tuxedo Park.
- City Clerk-Treasurer Jerry Wilcox reported that the Class C liquor licenses in Crete were published for renewal and no objections were received prior to the deadline, so not action is necessary by the City Council.
- City Administrator, Tom Ourada reported the following:
 - The Finance Committee will meet on August 23rd 2023 at 4 PM.
 - The City Council will have a budget workshop on August 29th at 5 PM.
 - Will be working on grant and loan applications for a new water well and water main extensions. Water rates will be reviewed to be sure that they will be sufficient.
 - The Municipal Energy Agency of Nebraska, the City city's wholesale electricity supplier, will be having committee and board meetings in Kearney this week. The main topic will be new membership schedules that will address power supply for several decades. The City Council will be required to take action on the new agreements in the future.
 - We have two proposals to do a study for the Fire Station expansion. A decision will be made on which firm to use and the expansion will be included in the budget for next year.

6.A. Class C Liquor License Automatic Renewals

City Clerk-Treasurer Jerry Wilcox reported that the Class C liquor licenses in Crete were published for renewal and no objections were received prior to the deadline, so not action is necessary by the City Council.

7. Adjournment

6:55pm

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)



CITY COUNCIL BUDGET WORK SESSION MEETING

August 29th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

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1. Open Meeting

2. Roll Call

Anthony Fitzgerald: Absent
Tom Crisman: Present
Kyle Frans: Present
Ashley Newmyer: Present
Dan Papik: Present
Dale Strehle: Present

Present: 5, Absent: 1.

3. Budget Workshop

3.A. Fire and Rescue Department

City Administrator Tom Ourada stated that the Levy will go 5 cents down. The City cannot keep it where it is. The budget balance and there is a \$138,000 surplus in the \$43 million budget.

City Administrator Tom Ourada stated that they have put \$3 million for a loan and \$50,000 grant from USDA for a fire department expansion.

Fire Chief Tod Allen stated the following:

- They were thinking of putting in a request for the Public Safety Committee for radio lapel mics but now they will maybe just wait to apply for USDA.
- Pointed out the they are projected to end at due to the change in billing company.
- They receive a yearly end statement along with monthly statements.
- Chief Allen answered Council member Tom Crisman question of how many suits could be purchased with \$80,000 by telling him that 5. The department plans on purchasing 5 suits per year to make sure that all members have a suit that is under the 10-year mark. Right now, they are all caught up.
- The replacement of airbags is in the 10-15 thousand range.
- The final cost of an ambulance is about \$300,000.
- They will be ending the year with about \$170,000.
- There are about 1,000 calls per year.
- The ambulance crew receives \$10 per call.
- Paid ambulance service can't be ruled out.

3.B. Police Department

Chief of Police Garry Young stated that the regular salary for police officers has gone through negotiations with the City. There is a 129% increase for court. There is a new prosecutor and a new district judge and they are going to court more than they used to.

Young stated the following:

- With holiday overtime, they have looked at the contract requirement. 4 days are regular. The 5th day is holiday overtime. That is why it is included and reflective on the number of holidays the city provides.
- There were many officers out due to incident-based reasons such as injuries and pregnancies, and surgeries and that put a dent in ability to cover and increased the overtime by 47%.
- Interpreter salary also went up due to more criminal investigations. When they go to court they are required to have an interpreter.

City Administrator Tom Ourada explained that there will be differences from last year. There will not be a 14th officer.

Discussed affordability in each department and everyone is doing a good job of managing that.

Chief Young explained the Capital Outlay

- Working with Human Resource Coordinator, Savannah Anderson and Human Resource Director Wendy Thomas on recruitment instead of paying a professional service.
- They will need to replace computers and IT Director, Mike Kalkwarf and GIS Technician/IT Emerson Aschoff will be helping them to figure out what is needed.
- They have been towing more cars.
- Council member Kyle Frans asked about another School Resource Officer. Chief Young explained that he has had a conversation with the Crete Public Schools superintendent Dr. Joshua McDowell. However, he needs to have a conversation with City Administrator Tom Ourada and Mayor Bauer to see if that is feasible.
- Council member Tom Crisman asked about ammunition and Chief Young answered his questions about the ammunition and the style of riffles and pistols they currently have.

-Chief Young explained that there will be a 12% increase in cost for communication going from \$285,000 to \$321,000

- City Administrator Tom Ourada mentioned that there needs to be discussion about communication and not having the contract renew automatically.

- Chief Young explained the general maintenance costs for Hunk the police K-9.

3.C. Library

City Administrator Tom Ourada explained that Library Director Joy Stevenson was not able to be present at the Budget Work Session due to being on vacation. Ourada explained the following:

- Utility costs and personnel costs have gone up

- The grounds costs will be split with Park and Recreation.

3.D. Parks and Recreation Department

City Administrator Tom Ourada explained that the city will moving forward with the sports complex. Will be budgeting for it from the deficit budget.

Parks and Recreation Director Liz Cody explained that they will be looking for grant opportunities.

- Cody explained that they will be looking at ways to make the camping grounds more attractive so they can be more profitable.

- They will be needing to purchase a new deck mower.

- Will be increasing the tree planting.

- Looking at opportunities to partner with Doane University students for seasonal help.

- Explained the increase in pool chemicals.

- The estimates for the pool bathhouse ranged from \$42,500 to over \$66,000 for the highest estimate.

- Looking to offer more adult program opportunities.

- Looking to bring back later swimming lesson times.

3.E. Public Works

City Clerk-Treasurer Jerry Wilcox explained the following for the Airport:

- There are no property tax budgeted.

- All bonds are paid for.

- There is a salary position for the Airport Manager.

City Administrator Tom Ourada explained that the City will be approaching Air Methods for a new door on the hangar they use.

- Looking at having events at the Airport and could be an income generator.

City Administrator Tom Ourada explained that there will be upgrades done to the Community Center such as flooring, chairs, tv, and to the HVAC.

-FEMA Projects: There will be a final exception on Thursday, August 31st 2023.

- Ourada explained perpetual care of the cemetery. The Cemetery Sexton, Jason Dunham has been doing very well and in the winter he helps the street department.

- Ourada explained that the LB840 program will sunset in 2025. Th City has done things with the LB840 and is looking to renew.

- Tax Increment Finance has been important in getting business to come into Crete.

City Administrator Tom Ourada explained the following about water distribution:

- Anything with expenses are covered with rates.
- There are no tax with revenue accounts.
- Net positive for water balance
- In Capital Outlay Ourada mentioned that the council will be voting on a water main, water wells and new water meters.
- Will possibly be using TIF for a new lift station that is going to be needed for economic development.
- The General Fund Levy : The valuation is at 30 cents and the total levy at 36 cents
- With our levy going down our equalization is going down. The lid limit can only go up 3% if you vote for the 1%
- Can have growth with the levy going down.

3.F. General Fund

Clerk-Treasurer Jerry Wilcox explained that in the General Fund is the state aid, property tax, and sales tax. The line item operations is at \$750,000 and matches the state budget. The comprehensive plan is in part of this years budget and part of next years.

- Keno- \$51,000 state taxes and audit funds
- KENO/pool funding
- LB840 improvements

3.G. Capital Funds

- Ourada explained that the LB840 program will sunset in 2025. Th City has done things with the LB840 and is looking to renew.
- Tax Increment Finance has been important in getting business to come into Crete.

3.H. Economic Development

- Ourada explained that the LB840 program will sunset in 2025. Th City has done things with the LB840 and is looking to renew.
- Tax Increment Finance has been important in getting business to come into Crete.

3.I. Utility Funds

City Administrator Tom Ourada explained that the electrical income comes from the single largest department cash wise.

Most of the salary increases have been double digit. They looked at what other communities were paying and they needed to increase salaries.

- The whole sale rates with NPPD went up and the city had unused capacity so the city is okay there.

-

3.J. Miscellaneous

Clerk-Treasurer Jerry Wilcox went through and explained the State Budget Forms.

4. Adjournment

7:56pm



CITY COUNCIL PERSONNEL COMMITTEE MEETING

August 29, 2023 at 4:45 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Tom Crisman: Present

Kyle Frans: Present

Ashley Newmyer: Arrived at 4:47 p.m.

3. Items of Business

3.A. Termination Appeal

City Administrator Tom Ourada explained that when all employees are hired, they go through a 6-month introductory training period. The City reserves the right to dismiss without cause if the employee's performance does not meet the minimum required standards. The City did give the option to Kevin Centamore to appeal the termination. After consultation with both of his supervisors, the feedback they provided was critical in making the termination decision. Centamore explained that he understood the issues that led to his termination and that safety was important for everyone around him and himself. The Personnel Committee members Tom

Crisman, Ashley Newmyer, and Kyle Frans all agreed that safety is critical and can't take any chances and the termination stands.

Denied Termination Appeal. Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye,

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CRETE CEMETERY BOARD MEETING

August 28th, 2023 at 4:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Pam Busboom:	Absent
Gene Eggebraaten:	Present
Jim Homan:	Present
Larry Shestak:	Absent
Kathy Stastny:	Present
Linda Unger:	Present

Present: 4 Absent: 2

Also present: City Administrator Tom Ourada and City Attorney Anna Burge

3. Items of Business

3.A. Alison Clevette to be contacted about forms that need to be signed

Cemetery Board member Kathy Stastny stated she contacted Alison Clevette about needing to fill out paperwork to volunteer to help with the flowers at the cemetery. Clevette stated she had already done so.

3.B. Discuss the Blue Valley Cemetery washed out road

A complaint had been received about washout at the Blue Valley Cemetery. City Administrator

Tom Ourada stated that the matter had been referred to Street Department Supervisor Trenton Griffin to address.

3.C. Tom will discuss the budget

Board members received a copy of the cemetery budget and City Administrator Tom Ourada went over it.

3.D. Tom will share GIS site information

City Administrator Tom Ourada showed members where the public can go to access an aerial view of the cemeteries, including the names and locations of where people are buried. Veterans are shown in red. The website is the following:

<https://cityofcrete.gworks.com>

3.E. Discuss next meeting location

The next Cemetery Board meeting will be on September 25th, 2023 at 4p.m. at the Riverside Cemetery. Board members will meet at the columbarium.

4. Officers' Reports

5. Adjournment

A motion to adjourn was made by Homan, seconded by Eggebratten. The motion carried and the meeting adjourned at 4:52p.m.

Unapproved Minutes
Board of Directors Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center – 416 W Talmadge Road, Kearney, Nebraska
August 17, 2023 – 9:00 a.m. (CT)

The Board of Directors of the Municipal Energy Agency of Nebraska (MEAN) met Thursday, August 17, 2023, at the Younes Conference Center South, 416 W Talmage Rd, in Kearney, Nebraska, the designated public meeting site. Notice of the meeting was given to board members by e-mail, and the public was advised by publication in print and online in the Lincoln Journal-Star newspaper and website on July 29, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Chairman Tom Goulette called the meeting to order at 9:00 a.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with 34 of 55 Directors in attendance,

- | | |
|--|---|
| 1. Chad Anderson – Pierce, NE | 18. Jim Kerr – Lyons, CO |
| 2. Curt Atkins – Waverly Utilities, IA | 19. Todd Kielkopf – Carlisle, IA |
| 3. Chris Brader – Pender, NE | 20. Jeff Kohrs – Nebraska City, NE |
| 4. Rod Brestel – Callaway, NE | 21. Matt Langhorst – Glenwood Springs, CO |
| 5. Kirby Bridge – Alliance, NE | 22. Andrew Lee – Curtis, NE |
| 6. Tyler Christoff – Aspen, CO | 23. Bob Lockmon – Stuart, NE |
| 7. Pat Davison – Imperial, NE | 24. Brent Nation – Fort Morgan, CO |
| 8. James DePue – Wray, CO | 25. Tom Ourada – Crete, NE |
| 9. Chris DesPlanques – Indianola, IA | 26. Mike Palmer – Sidney, NE |
| 10. Will Dowis – Gunnison, CO | 27. Jeff Pohl – Burwell, NE |
| 11. Edward Dunn – Grant, NE | 28. John Prettyman – Yuma, CO |
| 12. Nathan Francis – Fairbury, NE | 29. Chris Rodman – Wall Lake, IA |
| 13. Tom Goulette – West Point, NE | 30. Todd Rust – Chappell, NE |
| 14. Sandra Hendren – Mitchell, NE | 31. Jeremy Tarr – Plainview, NE |
| 15. Bill Hinton – Kimball, NE | 32. Mark Wickard – Bridgeport, NE |
| 16. Duane Hoffman – Oxford, NE | 33. Randy Woldt – Wisner, NE |
| 17. Nate James – Morrill, NE | 34. Dana Youtz – Torrington, WY |

Board Members not in attendance: Keith Beck – Fleming, Bart Brinkman – Shickley, Ron Carpenter – Haxtun, Dan Coolidge – Bayard, Doug De Laune – Arnold, CJ Duncan – Basin, Larry Edgar – Blue Hill, Larry Farley – Denver, Bernard Gagne – Oak Creek, Gene Horne – Red Cloud, Grant Jorgensen – Beaver City, Ron Luhring – Falls City, Rhonda Martin – Breda, Doug Parker – Gering, Rocky Robinson – Lyman, Greg Nein – Julesburg, Tim Smith – Benkelman, Adam Suppes – Delta, Dallas Thomas – Ansley, Blake Waldow – Broken Bow, and Jon Winkel – Sergeant Bluff

Others in attendance: Cindy Borges, Anna Burge, Joe Dickman, Ron Doggett, Mindy Fehrman, Justin Forman, Mike Kalkwarf, Doug Linton, and Robert Smith.

NMPP staff in attendance: Carol Brehm, Tim Cerveney, Bruce Doll, Matt Edwards, Rich Eymann, Brad Hans, Amanda Hansen, Stacy Hendricks, Joe Hobelman, Brenda Hudecek, Kara Hunt, Jamie Johnson, Jill Jones, Sarah Jones, Kyle Kaldahl, Nicole Kubik, Michelle Lepin, Jeff Lindsay, Bob Poehling, Matt Reed, Joe Rivera, Dave Russell, and Armin Sehic

PUBLIC COMMENT PERIOD

The Public Comment Period was announced, and a review of the rules applicable to the public participation process at MEAN public meetings was provided. There were no public comments.

REPORTS

Bob Poehling, Executive Director/CEO

The Iowa lobbyist Nebraska Municipal Power Pool (NMPP) contracts with to monitor the Iowa legislation for bills of interest that could impact municipalities is retiring shortly. Staff will be evaluating this service to determine if a new lobbyist needs to be identified or if there is a more cost-effective manner to obtain the same information e.g. through the Iowa Association of Municipal Utilities. MEAN's Iowa community representatives were asked to let Bob know if they have thoughts or feedback on the best method to monitor Iowa legislative activities.

The recent sale of PowerManager to an outside third-party has resulted in a loss of annual revenue for Nebraska Municipal Power Pool, and staff and the NMPP Board of Directors are addressing those financial challenges. At the Board's direction staff has been evaluating how NMPP can be modernized to increase efficiencies and streamline governance and operations. As a result of the recent passage of LB565 MEAN will be permitted to provide most of the current services to any municipality and it is anticipated that most of these services will transition from NMPP to MEAN. Staff is planning to present a modernization initiative to the NMPP Board of Directors at its September meeting. More information will be presented to the MEAN Board in November once the NMPP Board has had an opportunity to review the initiative.

Brad Hans, Director of Wholesale Electric Operations

Resource adequacy is a concern in regions and Regional Transmission Organizations (RTOs) across MEAN's footprint with several changes occurring and anticipated. With the reliability issues Southwest Power Pool (SPP) and Midcontinent Independent System Operator (MISO) have been experiencing there will be changes to the existing constructs and increase the potential need for additional resources. Staff will continue to monitor these changes.

From May through August there have been twenty-four events between SPP and MISO and include resource advisories, conservative operations, and max gen alerts. These have generally been due to resource outages and "variability in the forecast". Wind resources can be 60% of a portfolio and produce no energy on any given day. The number of recent events has been unprecedented, and it is anticipated this will prompt resource adequacy changes. Staff will continue to monitor this.

Sarah Jones was acknowledged for the great job she has done with grants over the past year. MEAN has partnered with entities familiar with specific grant programs and funding opportunities who have been willing to facilitate the process in bringing those funding opportunities to MEAN communities. A

potential project in Fort Morgan was presented as a good example of this. Sandhills Energy, which will be constructing, owning and operating solar projects as part of the MEAN contracted solar, is working closely with the United States Department of Agriculture (USDA) to obtain funding for Rural Utilities Services projects. These will be low interest loans with opportunities for 20-40% loan forgiveness. USDA Rural Utilities Services has been invited to MEAN's November Board of Directors meeting to speak about lesser-known programs that still have significant funding opportunities available.

CONSENT AGENDA

Minutes

Minutes of the May 18, 2023, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes to the minutes.

Next Meeting

The next meeting of the MEAN Board of Directors will be held on November 16, 2023, at the Younes Conference Center North, Crown Plaza, located at 707 W Talmadge St. in Kearney, Nebraska.

2023 Winter Season Load and Capability Report and Operational Readiness

Detailed information was previously distributed in the meeting packet for the Board's review.

Financial Report

Jamie Johnson, Director of Finance and Accounting, presented a summary of financial results for all NMPP Energy organizations. A summary of MEAN's Fiscal Year 2023-2024 Year-to-Date Financial Report was presented including the results for MEAN; an analysis of MEAN's balance sheet, cash, and investments; and fiscal year-to-date operating results. MEAN financials for April, May, and June 2023 were previously distributed.

MEAN's total unrestricted funds were around \$52.2 million in June; \$21.3 million of that was invested with a portfolio average of 2.89%. Net revenue to date is \$1.1 million. Electric energy sales revenues are \$603,000 less than budget and total electric energy costs are \$2.3 million less than budget.

Audited Financial Statements – Fiscal Year Ended March 31, 2023

Jamie Johnson, Director of Finance and Accounting, directed members to the full audit results on the website and members were encouraged to review the Management's Discussion and Analysis section for highlights of the year's activities and key metrics were reviewed.

Results of the 2023 Financial Audit, Including Required Communications

Chris Lindner, Partner with FORVIS, LLP reported on the audit process and results. The Governmental Accounting Standards Board (GASB) has a new accounting standard on leases. Under this standard, MEAN was required to record a lease asset and liability related to terms of the ground lease for Wygen I. The Audit Communication letter was previously distributed and included as Attachment B of the meeting packet.

Annual Report Regarding Bond Compliance Policy

Pursuant to responsibilities as set forth in MEAN's Bond Compliance Policy, Jamie Johnson, Director of Finance and Accounting, presented a summary of findings and overall compliance with the policy (records; tax compliance; continuing disclosure; other covenants and requirements; training; effectiveness of the policy; and delivery of the report). The report was previously distributed and included in the meeting packet.

Annual training related to Bond Compliance will occur during the November 2023 MEAN Board of Directors meeting.

Acknowledge Receipt of Unapproved May 31, 2023, minutes of the Joint Operating Committee

A copy of the unapproved minutes of the May 31, 2023, Joint Operating Committee meeting was previously distributed and included as Attachment C of the meeting packet.

Public Power Week, October 1 – 7, 2023

Board Chair, Tom Goulette reported Public Power Week is from October 1st – 7th . Board Members were encouraged to use this opportunity to let their utility customers know the benefits of their local public power system. If any communities need assistance with a news release or letter to the editor, they should contact NMPP Energy’s communication team, Kevin Wickham at kwickham@nmppenergy.org.

Consent Resolution

Motion: Edward Dunn moved to approve the following consent resolution. Matt Langhorst seconded the motion, which carried unanimously on a roll call vote. (Curt Atkins, Bill Hinton and Jeremy Tarr did not vote)

WHEREAS, certain business of the MEAN Board of Directors of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Board of Directors that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the minutes of the May 18, 2023, meeting are hereby approved; and,*
- 2. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the next meeting will be held on Thursday, November 16, 2023, at the Younes Conference Center North, Crown Plaza, 707 W Talmadge St., Kearney, Nebraska; and,*
- 3. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the 2023 Winter Season Load and Capability Report is hereby approved; and,*
- 4. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the financial statements for April, May and June 2023 are hereby accepted; and,*
- 5. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the audited financial statements for Fiscal Year ended March 31, 2023, are hereby accepted; and,*
- 6. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the Results of the 2023 Financial Audit, Including Required Communications are hereby accepted; and,*
- 7. BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the annual compliance report re: bond compliance and management policy dated July 19, 2023 is hereby accepted; and,*

8. *BE IT FURTHER RESOLVED BY the MEAN Board of Directors that the receipt of the unapproved minutes of the May 31, 2023, Joint Operating Committee meeting is hereby acknowledged; and,*
9. *BE IT FURTHER RESOLVED BY the MEAN Board of Directors that October 1-7, 2023, is hereby recognized as Public Power Week and all MEAN participants are encouraged to observe and promote the benefits of public power to their citizens.*

MEAN MASTER SERVICES AGREEMENT

Presenter: Michelle Lepin, General Counsel

MEAN staff is working to develop a MEAN Master Services Agreement that would be one umbrella agreement that would standardize many of the terms and conditions for value-added services and fee-based services, aside from power supply.

SERVICE SCHEDULE M EXHIBIT D UPDATE TO ADD APPROVED SOLAR POWER PURCHASE AGREEMENT

Presenter: Michelle Lepin, General Counsel

The current Service Schedule M (SSM) contract has an Exhibit D listing all of MEAN's long-term power projects. Earlier this year the Board approved a resolution entering into a Power Purchase Agreement (PPA) with Sandhills Energy and adding the project to Exhibit D.

The mailing of the updated Exhibit D will be sent out to SSM communities later this year. No action is required. Although not recommended, communities do have a one-time option to convert to Contract Purchaser status under the SSM and opt out of the addition of the Sandhills PPA to Exhibit D. If a community chooses to opt out, they have sixty days to notify MEAN. Communities are encouraged to contact MEAN General Counsel with any questions. Historically, no SSM participant has opted out of an update to Exhibit D.

ASPEN, COLORADO FOURTH REVISED SUPPLEMENTAL AGREEMENT

Presenter: Michelle Lepin, General Counsel

The Supplemental Agreement between MEAN and the City of Aspen, Colorado (regarding the City's hydropower resources) needs to be amended due to Aspen's transition to purchasing year-round output from the Ridgway hydropower project effective October 1, 2023. A number of other housekeeping and modernization changes were summarized.

Discussion ensued.

Motion: Tom Ourada moved to approve the following resolution. Duane Hoffman seconded the motion, which carried 33-0-1 on a roll call vote.

Nays: None

Abstain: Tyler Christoff

RESOLUTION

WHEREAS, the City of Aspen, Colorado (“City of Aspen”), was approved as a Service Schedule M Participant executed as of June 25, 1984; and,

WHEREAS, the City of Aspen has previously entered into a Third Revised Supplemental Agreement with MEAN which sets forth the terms and conditions under which certain City hydroelectric facilities will reduce the City of Aspen’s monthly power bill from MEAN (“Supplemental Agreement”); and,

WHEREAS, MEAN and the City of Aspen desire to amend and restate the Supplemental Agreement to modernize the terms and to clarify certain aspects related to Aspen’s share of Ridgway output and the MEAN Green Energy Program.

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that the Executive Director is hereby authorized and directed to negotiate and execute the Fourth Revised Supplemental Agreement to Service Schedule M with the City of Aspen, subject to final legal and management review.

ELECTION OF OFFICERS: SECRETARY/TREASURER

Presenter: Michelle Lepin, General Counsel

Due to the recent retirement of Darrel Wenzel, the election to fill the office of Secretary-Treasurer was conducted. An overview of the election process was presented. The newly elected officer’s term will end March 31, 2024 or when a successor is elected and qualified, whichever is later.

Election information and nomination procedures were previously emailed to members. Nominations received prior to the meeting were as follows: Chris DesPlanques – Indianola, Edward Dunn – Grant, Todd Kielkopf – Carlisle. Each of the nominees had previously confirmed their willingness to serve. No nominations were received from the floor. Candidates were provided an opportunity to comment prior to the vote. No comments were made.

Motion: Andrew Lee moved to close nominations, accept the nominees for the Secretary-Treasurer position, and proceed to voting by secret ballot. Mark Wickard seconded the motion, with voting results as follows:.

Chris DesPlanques received thirteen (13) votes.

Edward Dunn received fifteen (15) votes.

Todd Kielkopf received six (6) votes.

Edward Dunn was announced as the newly elected Secretary-Treasurer of the MEAN Board of Directors.

The MEAN Board of Directors recessed for a break at 9:53 a.m. The meeting resumed at 10:10 a.m.

COMMITTEE REPORTS AND RECOMMENDATIONS

The MEAN Power Supply, Governance Review, Services, and, Finance Committees met on August 16, 2023.

Power Supply Committee

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

Meeting Summary. A summary of the following topics discussed at the August 16, 2023 meeting was provided:

Resource Adequacy: Changes in resource adequacy and accredited capacity requirements have been taking place and are anticipated in the future. MEAN continues to monitor trends across regions and RTOs and plan for additional resource capacity.

MEAN Contracted Solar in Fort Morgan: The City of Fort Morgan, Colorado has identified property to house a 19MW Solar farm and is working on the potential project with Sandhills Energy. Sandhills Energy has submitted a letter of intent to the Powering Affordable Clean Energy (PACE) program that is offering low interest loans and the potential for 20-40% loan forgiveness.

Behind the Meter Generation Fleet Modernization: Processes and methodology for contract capacity pricing and contract Variable Operation and Maintenance (VOM) compensation was discussed. Staff will continue to review and research this topic and present additional information to the Board at a later date.

Resource Portfolio Update:

Central Nebraska Public Power and Irrigation District (CNPPID) 42MW hydropower project. A draft Power Purchase Agreement (PPA) has been sent to CNPPID and it is pending their review. The PPA has a start date of January 1, 2024.

Aspen, Colorado Agreements Regarding Ridgway Hydropower Project. A ten-year Power Purchase Agreement for MEAN to contract with the City of Aspen, Colorado to receive additional offtake from the Ridgway Hydropower project is currently in development with a start date of October 1, 2023.

Black Hills Energy. MEAN signed a five-year natural gas PPA for capacity and energy in July 2023 and continues to work with Black Hills on a renewable PPA.

Sandhills Community Solar and MEAN Contracted Solar. Five community PPAs with a total capacity of 17.144 MW-AC of solar generation are in progress. The targeted construction start is November 2023 with a completion goal of the summer of 2024, including community projects.

Generating Fleet Update: Capacity testing is going well. There are only four units remaining to be tested. A summary of recent site visits to Laramie River Station (LRS) and Black Hills - Neil Simpson Combustion Turbine 1 was presented.

Establish Exception to Moratorium and Lease Additional Member Generation from the Village of Stuart, Nebraska

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

The Village of Stuart, Nebraska is pursuing the installation of approximately 1.5 MW of generation capacity. They are also completing a facility upgrade, replacing two older 1930's units with a project completion goal of February 2024. The additional 1.5 MW would result in a total of 3 MW of total leased capacity from Stuart. The benefits of bringing on the additional generation were presented.

At its August 16, 2023, meeting the Power Supply Committee recommended the MEAN Board of Directors approve an exception to the Moratorium and lease of the additional generating capacity by MEAN from the Village of Stuart, Nebraska.

Motion: Jeremy Tarr moved to approve the following resolution. Mike Palmer seconded the motion, which carried on a 32-0-1 roll call vote. (Dana Youtz did not vote)

Ayes: Chad Anderson, Curt Atkins, Chris Brader, Rod Brestel, Kirby Bridge, Tyler Christoff, Pat Davison, James DePue, Chris DesPlanques, Will Dowis, Edward Dunn, Nathan Francis, Tom Goulette, Sandra Hendren, Bill Hinton, Duane Hoffman, Nate James, Jim Kerr, Todd Kielkopf, Jeff Kohrs, Matt Langhorst, Andrew Lee, Brent Nation, Tom Ourada, Mike Palmer, Jeff Pohl, John Prettyman, Chris Rodman, Todd Rust, Jeremy Tarr, Mark Wickard, and Randy Woldt.

Nays: None

Abstain: Bob Lockmon

RESOLUTION

WHEREAS, the Village of Stuart, Nebraska, a MEAN Service Schedule M participant, intends to pursue the purchase and installation of 1.5 MW of behind the meter reciprocating internal combustion engine generation as part of a facility upgrade and distribution system rebuild, and desires to commit to MEAN all of the generating accredited capacity of this new generator for pooling by MEAN; and

WHEREAS, the MEAN Board of Directors approved a moratorium effective January 20, 2005, on leasing any new or additional generation until such time peaking capacity generation is needed; and

WHEREAS, the MEAN Board of Directors desires to establish an exception to the moratorium to allow MEAN to lease an additional approximately 1.5 MW of generating capacity from the Village of Stuart, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Board of Directors that an exception to the moratorium placed into effect January 20, 2005, shall hereby be established allowing MEAN to lease an additional approximately 1.5 MW of generating capacity from the Village of Stuart, Nebraska as part of a facility upgrade and distribution system rebuild, contingent upon establishment of the necessary arrangements with the applicable transmission provider(s).

Governance Review Committee

Presenter: Michelle Lepin, General Counsel

Meeting Summary. A summary of the Service Schedule M (SSM) modernization discussion from the August 16, 2023, meeting was provided. MEAN is undertaking an initiative to modernize the Service Schedule M (SSM) which is MEAN’s longest term total requirements contract. The principles of the SSM Modernization initiative were presented and a summary of changes proposed to the draft modernized SSM since the May Board meeting was presented.

The timeline for SSM modernization was reviewed. SSM Modernization Workshops are scheduled for City Attorneys in September of 2023 and representatives are asked to R.S.V.P. An email was sent to MEAN SSM communities on August 11, 2023, that contained workshop dates, an R.S.V.P. link, a link to an educational video, meeting links, and a summary document with frequently asked questions was

attached. Representative were asked to forward the email to their attorneys and R.S.V.P. via the link provided.

The Governance Review Committee and the MEAN Board of Directors will be asked to consider the final draft modernized SSM for approval at their November 2023 meeting with a goal of having participant approvals and signatures completed by March of 2024.

Services Committee

Presenter: Tim Cerveney, Manager of Assets and Utility Services

Meeting Summary. A summary of the items discussed at the August 16, 2023, meeting was presented and included:

The status of Nebraska Municipal Power Pool following the sale of PowerManager was presented. More information will be available following the September NMPP Board of Directors meeting and an update will be provided to the MEAN Board at its November meeting.

MEAN plans to provide PowerManager Value Support Plan funding for FY2023-2024 based on 2023 pricing.

The Services Committee reviewed currently provided services with outside costs and discussed their anticipated status in the 2024-2025 budget and were provided with an update on MEAN’s third-party operations and maintenance strategy.

UPDATES AND REPORTS

Western Area Power Administration (WAPA) Carol Brehm, Member Relations Representative, provided a WAPA update discussing potential rate increases in WAPA, Loveland Area Project (LAP) and Upper Great Plains (UGP) effective January 1, 2025. The timeline for the LAP and UGP region final Power Repayment Study (PRS) was presented.

United States Drought Classifications comparison between May and June of 2023 was presented. May and July of 2023 comparison photos of Lake Powell and Glen Canyon Dam were also presented.

2024 NMPP Energy Annual Conference Carol Brehm, Member Relations Representative, reported the NMPP Energy Annual Conference is scheduled for March 19th – 21st. The Keynote speaker will be Rulon Gardner who will speak about his historic Olympic wrestling match, his dealings with the Russians, and his life challenges since then.

Market & Operations Jeff Lindsay, Electric Operations Manager, discussed load and forward curve pricing, and provided Regional Transmission Organization West (RTOW) and Markets+ updates.

GENERAL COUNSEL REPORT – CONTRACTS, LEGISLATIVE AND LEGAL UPDATES

Presenter: Michelle Lepin, General Counsel

Information regarding the following agreements was included in the meeting packet:

Other Party	Agreement Name
Tri-State Generation and Transmission Association, Inc.	Confirmation Under WSPP Agreement for Purchase of Operating Reserves (May 2023 - April 2024)

Black Hills Power, Inc.	Power Purchase Agreement
Black Hills Power, Inc.	Service Agreement for Firm Point-to-Point Transmission Service (regarding 15 MW/Black Hills PPA)
Southwest Power Pool, Inc.	Commitment Agreement regarding RTO West
Western States Power Corporation	FY 2024 Participation in Upper Great Plains Member Financing (for Corps of Engineers Contract Number 20-UGPR-18, Exhibit C and WAPA - UGPR Exhibit B)
Western States Power Corporation	FY 2024 Participation in Loveland Area Projects (LAP) Member Financing 18-RMR-2962
The Energy Authority, Inc.	Fourth Amended and Restated Task Order 1 to Resource Management Agreement (Portfolio Management, Regional Transmission Organization (RTO) Market Management and Trading, and Bilateral Trading Services)
The Energy Authority, Inc.	Task Order 6 (Transmission Optimization) to Resource Management Agreement

Legislative and Regulatory Report:

A written report on legislative and regulatory activity was included in the meeting packet. The following items were discussed in more detail at the meeting:

NEBRASKA: MEAN’s Legislative Bill 289 enhancing MEAN’s ability to provide services was amended into Legislative Bill 565, passed and signed by the Governor. MEAN’s Charter amendment to revise and expand the description of MEAN’s business was approved by the Nebraska Power Review Board in July.

COLORADO: Two bills passed during Colorado’s legislative session that will require MEAN to take on additional reporting obligations for the Resource Adequacy Reports and the Clean Energy Plan.

CLOSING COMMENTS

Bob Poehling presented a review of upcoming events and thanked members in attendance. Upcoming events included three regional SSM Workshops for City Attorneys in September, MEAN Finance Committee Virtual Conference Meeting on October 18, 2023, MEAN Committee Meetings November 15th in Kearney, Nebraska and the next MEAN Board of Directors Meeting on November 16th in Kearney, Nebraska

ADJOURNMENT

There being no further business, the meeting adjourned at 10:54 a.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Edward Dunn
Secretary/Treasurer
MEAN Board of Directors

Unapproved Minutes
Finance Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center South - 416 W Talmadge Road, Kearney, Nebraska
August 16, 2023

The Municipal Energy Agency of Nebraska (MEAN) Finance Committee met on Wednesday, August 16, 2023, beginning at 4:36 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both in print and online in the Lincoln Journal-Star newspaper and website on July 29, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Ex-Officio Tom Goulette called the meeting to order at 4:36 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with six out of seven committee members in attendance.

1. Tyler Christoff – Aspen
2. Pat Davison – Imperial
3. Chris DesPlanques – Indianola
4. Edward Dunn – Grant
5. Brent Nation – Fort Morgan
6. Tom Ourada – Crete

Ex-officio Tom Goulette – West Point

Absent: 1 vacancy

PUBLIC COMMENT PERIOD

The Public Comment Period was announced and a review of the rules applicable to the public comment process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the May 17, 2023, meeting of the MEAN Finance Committee were previously distributed to Committee Members and were included as Attachment A of the meeting packet. There were no corrections or changes.

Next Meeting

The next meeting of the MEAN Finance Committee will be held virtually on October 18, 2023.

Consent Resolution

Motion: Edward Dunn moved to approve the consent resolution as presented. Tyler Christoff seconded the motion, which carried on a unanimous roll call vote.

WHEREAS, certain business of the MEAN Finance Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Finance Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Finance Committee that the minutes of the May 17, 2023, meeting are hereby approved; and,*
- 2. BE IT FURTHER RESOLVED BY the MEAN Finance Committee that the next meeting will be held virtually on Wednesday, October 18, 2023.*

FINANCIAL REPORT

Presenter: Jamie Johnson, Director of Finance & Accounting

A summary of financial results for all the NMPP Energy organizations was provided. A summary of MEAN's Fiscal Year 2023-2024 Year-to-Date Financial Report was presented including the results for MEAN; an analysis of MEAN's balance sheet, cash, and investments; and fiscal year-to-date operating results. MEAN financials for April, May, and June 2023 were previously distributed.

MEAN's total unrestricted funds were around \$52.2 million in June; \$21.3 million of that was invested with a portfolio average of 2.89%. Net revenue to date is \$1.1 million.

Electric energy sales and operating expenses and cash analysis for the fiscal year to date April 2023 – June 2023 were presented. Electric energy sales revenues are \$603k less than budget and total electric energy costs are \$2.3 million less than budget.

A. Audited Financial Statements – Fiscal Year Ended March 31, 2023

Jamie Johnson, Director of Finance and Accounting, directed members to the full audit results on the website and members were encouraged to review the Management's Discussion and Analysis

section for highlights of the year's activities. S&P completed a review of MEAN and affirmed the A rating and stable outlook. MEAN maintains an A+ rating with stable outlook from Fitch.

Key metrics were reviewed.

B. Results of the 2023 Financial Audit, Including Required Communications

Chris Lindner, Partner with FORVIS, LLP reported on the audit process and results. FORVIS issues two opinions as part of the audit process. The first opinion is the normal financial opinion, in accordance with auditing standards generally accepted in the United States of America, and the second opinion is a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards that is required.

The Audit Communication letter was previously distributed and included as Attachment B of the meeting packet.

The Governmental Accounting Standards Board (GASB) has a new accounting standard on leases. Under this standard, MEAN was required to record a lease asset and liability related to terms of the ground lease for Wygen I.

ANNUAL REPORT REGARDING BOND COMPLIANCE POLICY

Presenter: Jamie Johnson, Director of Finance & Accounting

Pursuant to responsibilities as set forth in MEAN's Bond Compliance Policy, Jamie Johnson, Director of Finance and Accounting, has conducted the annual review required by the Policy and has prepared a report to the Board. The report was previously distributed with the meeting packet.

Johnson summarized findings and overall compliance with the policy (records; tax compliance; continuing disclosure; other covenants and requirements; compliance with policy; training; effectiveness of the policy; and delivery of the report).

Annual training relating to Bond Compliance will occur during the November 2023 MEAN Board of Directors meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:26 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

Unapproved Minutes
Governance Review Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center – 416 W Talmadge Road, Kearney, Nebraska
August 16, 2023

The Municipal Energy Agency of Nebraska (MEAN) Governance Review Committee met on Wednesday, August 16, 2023, beginning at 2:56 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both in print and online in the Lincoln Journal-Star newspaper and website on July 29, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Chair Tom Ourada called the meeting to order at 2:56 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with eight of eleven committee members in attendance.

- | | |
|--------------------------------------|-------------------------|
| 1. James DePue – Wray | 5. Tom Ourada – Crete |
| 2. Bill Hinton – Kimball | 6. Mike Palmer – Sidney |
| 3. Duane Hoffman – Oxford | 7. Rick Rigel – ARPA |
| 4. Matt Langhorst – Glenwood Springs | 8. Todd Rust – Chappell |

Absent: Travis Burdett – Grand Island and Adam Suppes – Delta, 1 vacancy

PUBLIC COMMENTS

The Public Comment Period was announced and a review of the rules applicable to the public comment process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the May 17, 2023, meeting of the MEAN Governance Review Committee were previously distributed to Committee Members and included as Attachment A of the meeting packet. There were no corrections or changes.

Next Meeting

The next meeting of the MEAN Governance Review Committee will be held on November 15, 2023, at the Younes Conference Center, North, Crown Plaza, 707 W Talmadge St. in Kearney, Nebraska.

Consent Resolution

Motion: James DePue moved to approve the consent resolution as presented. Matt Langhorst seconded the motion, which carried on a unanimous roll call vote.

WHEREAS, certain business of the MEAN Governance Review Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Governance Review Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Governance Review Committee that the minutes of the May 17, 2023, meeting are hereby approved; and,*
- 2. BE IT FURTHER RESOLVED BY the MEAN Governance Review Committee that the next meeting will be held on Wednesday, November 15, 2023, at the Younes Conference Center North, Crown Plaza, 707 W Talmadge St., Kearney, Nebraska.*

MODERNIZATION OF TOTAL POWER REQUIREMENTS POWER PURCHASE AGREEMENT (SERVICE SCHEDULE M)

Presenter: Michelle Lepin, General Counsel

The principles of the Service Schedule M (SSM) modernization initiative were reviewed and an overview of updates staff is proposing to make to the draft modernized SSM since the May Board meeting was presented. Specific changes under the three following sections were presented and discussed: Agency Resource Obligations – Section III, Point of Delivery – Section V, Commitment of Capacity – Section VIII.

Discussion ensued.

The timeline for SSM modernization was reviewed. SSM Modernization Workshops are scheduled for City Attorneys in September of 2023. The Governance Review Committee and the MEAN Board of Directors will be asked to consider the final draft SSM for approval at their November 2023 meeting with a goal of having participant approvals and signatures completed by March of 2024.

ADJOURNMENT

There being no further business, the meeting adjourned at 3:28 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

Unapproved Minutes
Power Supply Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center South - 416 W Talmadge Road, Kearney, Nebraska
August 16, 2023

The Municipal Energy Agency of Nebraska (MEAN) Power Supply Committee met on Wednesday, August 16, 2023, beginning at 1:00 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both in print and online in the Lincoln Journal-Star newspaper and website on July 29, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy’s Public Meeting Information website.

CALL TO ORDER

Chairman Tom Ourada called the meeting to order at 1:00 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with nine of ten committee members in attendance.

- | | |
|---------------------------|--------------------------------------|
| 1. Pat Davison – Imperial | 6. Matt Langhorst – Glenwood Springs |
| 2. James DePue – Wray | 7. Tom Ourada – Crete |
| 3. Will Dowis – Gunnison | 8. Chris Rodman – Wall Lake |
| 4. Bill Hinton – Kimball | 9. Randy Woldt – Wisner |
| 5. Duane Hoffman – Oxford | |

Absent: Adam Suppes – Delta

PUBLIC COMMENT PERIOD

The Public Comment Period was announced, and a review of the rules applicable to the public participation process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the May 17, 2023, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes to the minutes.

Next Meeting

The next meeting of the MEAN Power Supply Committee will be held on November 15, 2023, at the Younes Conference Center North, Crown Plaza, located at 707 W Talmadge St. in Kearney, Nebraska.

2023 Winter Season Load and Capability Report and Operational Readiness

Bruce Doll, Manager of Resources, Planning & Transmission, presented a summary of the 2023 Winter Season Load and Capability Report, including the contracted capacity of leased member generation.

Consent Resolution

Motion: James DePue moved to approve the following Consent Resolution. Will Dowis seconded the motion, which carried unanimously on a roll call vote.

CONSENT RESOLUTION

WHEREAS, certain business of the MEAN Power Supply Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Power Supply Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the minutes of the May 17, 2023, meeting are hereby approved;*
- 2. BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the next meeting will be held on Wednesday, November 15, 2023, at the Younes Conference Center North, Crown Plaza, 707 Talmadge St., Kearney, Nebraska; and*
- 3. BE IT FURTHER RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors approve the 2023 Winter Season Load and Capability Report.*

RESOURCE ADEQUACY

Presenter: Brad Hans, Director of Wholesale Electric Operations

Resource adequacy is a concern in regions and RTOs across MEAN's footprint. Southwest Power Pool (SPP) passed a resource adequacy requirement for the winter season, MISO went to a four-season construct and in the West a construct is emerging through the Western Resource Adequacy Program (WRAP). In Colorado a law was recently passed that will require annual resource adequacy reporting to the Colorado Energy Office.

Resource adequacy is expected to be a significant issue over the next several years. It is no longer only about having enough resources. These new Resource Adequacy constructs require MEAN to

demonstrate it through extensive reporting that documents accreditation results and rights to capacity through Power Purchase Agreements (PPAs) in order to maintain compliance each year.

A summary of changes in resource adequacy policies that have been implemented in SPP, MISO, and the West since 2017 was presented along with a review of the results of a recent summer stress test performed by MEAN staff.

Going forward MEAN needs to plan for additional generation capacity. Staff will work diligently to follow the initiatives in all regions to plan and find economical resources that line up with MEAN's Integrated Resource Plan.

ESTABLISH EXCEPTION TO MORATORIUM AND LEASE ADDITIONAL MEMBER GENERATION FROM THE VILLAGE OF STUART, NEBRASKA

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

The Village of Stuart, Nebraska is pursuing the installation of approximately 1.5 MW of generation capacity. They are also completing a facility upgrade, replacing two older 1930's units with a project completion goal of February 2024. The additional 1.5 MW would result in a total of 3 MW of total leased capacity from Stuart.

Several benefits of bringing on the additional generation were presented and included improving MEAN's position when mitigating high energy prices, increased planning reserve margins, and helps offset reduced capacity from the transition to a performance-based accreditation program.

Discussion ensued.

Motion: Randy Woldt moved to approve the following resolution. Bill Hinton seconded the motion, which carried unanimously on a roll call vote.

POWER SUPPLY COMMITTEE RESOLUTION

WHEREAS, the Village of Stuart, Nebraska, a MEAN Service Schedule M participant, intends to pursue the purchase and installation of 1.5 MW of behind the meter reciprocating internal combustion engine generation as part of a facility upgrade and distribution system rebuild, and desires to commit to MEAN all of the generating accredited capacity of this new generator for pooling by MEAN; and

WHEREAS, the MEAN Board of Directors approved a moratorium effective January 20, 2005, on leasing any new or additional generation until such time peaking capacity generation is needed; and

WHEREAS, the MEAN Power Supply Committee desires to recommend the MEAN Board of Directors establish an exception to the moratorium to allow MEAN to lease an additional approximately 1.5 MW of generating capacity from the Village of Stuart, Nebraska; and

NOW, THEREFORE, BE IT RESOLVED BY the MEAN Power Supply Committee that the Committee recommends the MEAN Board of Directors establish an exception to the moratorium placed into effect January 20, 2005, to allow MEAN to lease an additional approximately 1.5 MW of generating capacity from the Village of Stuart, Nebraska as part of a facility upgrade and

distribution system rebuild, contingent upon establishment of the necessary arrangements with the applicable transmission provider(s).

MEAN CONTRACTED SOLAR IN FORT MORGAN

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission

Sandhills Energy is working with the United States Department of Agriculture (USDA) to obtain funding through the Powering Affordable Clean Energy (PACE) program for a solar project in Fort Morgan, Colorado. Several benefits of the project are that it will help with energy needs in the West, reduce interconnection costs, and if funding is awarded, there is the potential for up to 20% loan forgiveness based on MEAN's service territory.

Discussion ensued.

BEHIND THE METER GENERATION FLEET MODERNIZATION

Presenter: Tim Cervený, Manager of Assets and Utility Services

Continued volatility in contract capacity pricing over the past several years was presented. Member feedback was requested on MEAN's current pricing and whether change is preferred. Continued monitoring will be required. Staff will develop a plan outlining items to consider with timelines and present it to the Board at its November 2023 meeting.

Discussion ensued.

Current compensation for generation was presented along with possible methodology that could be used to determine Variable Operation & Maintenance (VOM) compensation going forward. Staff recommends continuing to look at possible solutions and what is appropriate based on current industry trends.

RESOURCE PORTFOLIO UPDATES

Presenter: Bruce Doll, Manager of Resources, Planning & Transmission, and Matt Reed, Distribution Resources and Generation Specialist

Central Nebraska Public Power and Irrigation District (CNPPID) The project was approved by the Board in November of 2022 for 42 MW of hydropower. A draft Power Purchase Agreement (PPA) has been sent to CNPPID for review with an anticipated start date of January 1, 2024.

Aspen, Colorado Agreements Regarding Ridgway Hydropower Project In January of 2023 the Board approved a resolution for MEAN to contract with Aspen, Colorado to receive additional offtake from the Ridgway Hydropower Project. A ten-year Power Purchase Agreement is currently in development with a start date of October 1, 2023.

Black Hills Energy MEAN signed a five-year natural gas PPA for capacity and energy that started in July 2023, as approved by the Board in January 2023, and MEAN continues to work with Black Hills on a renewable PPA.

Sandhills Community Solar and MEAN Contracted Solar A status update on five MEAN contracted solar community PPAs was presented with a total capacity of 17.144 MW-AC of solar generation. The targeted construction start is November 2023 with a completion goal of the summer of 2024, including community projects.

GENERATING FLEET UPDATE

Presenter: Tim Cervený, Manager of Assets and Utility Services

An overview of capability testing in member communities was presented. Summaries of recent site visits to Laramie River Station (LRS) and Black Hills - Neil Simpson Combustion Turbine 1 was also provided.

OPERATIONS UPDATES

Presenter: Jeff Lindsay, Electric Operations Manager

A summary of fuel pricing over the summer for Midcontinent Independent System Operator (MISO)/SPP and markets in the West was presented. There is heat building in the west that staff will continue to monitor.

ADJOURNMENT

There being no further business, the meeting adjourned at 2:41 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

Unapproved Minutes
Services Committee Meeting
Municipal Energy Agency of Nebraska
Younes Conference Center South - 416 W Talmadge Road, Kearney, Nebraska
August 16, 2023

The Municipal Energy Agency of Nebraska (MEAN) Services Committee met on Wednesday, August 16, 2023, beginning at 3:31 p.m. (CT), at the Younes Conference Center South located at 416 W Talmadge Road in Kearney, Nebraska, the designated meeting site. Notice of the meeting was given to committee members by e-mail, and the public was advised by publication both in print and online in the Lincoln Journal-Star newspaper and website on July 29, 2023. The notice and agenda were posted upon issuance at the NMPP Energy office, 8377 Glynoaks Drive, Lincoln, Nebraska, and kept continually current and available for public inspection. Meeting information and the current version of the Nebraska Open Meetings Act were made available on NMPP Energy's Public Meeting Information website.

CALL TO ORDER

Chairman Edward Dunn called the meeting to order at 3:31 p.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was posted in the meeting room and made available to the public.

ROLL CALL

A quorum was declared with five of seven committee members in attendance.

1. James DePue – Wray
2. Edward Dunn – Grant
3. Bill Hinton – Kimball
4. Duane Hoffman – Oxford
5. Mike Palmer – Sidney

Absent: Dave Hrabanek – Pierce, and Janine Schmidt – Morrill

PUBLIC COMMENT PERIOD

The Public Comment Period was announced, and a review of the rules applicable to the public participation process at MEAN public meetings was provided. There were no public comments.

CONSENT AGENDA

Minutes

Minutes of the May 17, 2023, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes to the minutes.

Next Meeting

The next meeting of the MEAN Services Committee will be held on November 15, 2023, at the Younes Conference Center North, Crown Plaza located at 707 W Talmadge St. in Kearney, Nebraska.

Consent Resolution

Motion: James DePue moved to approve the following Consent Resolution. Duane Hoffman seconded the motion, which carried unanimously on a roll call vote.

WHEREAS, certain business of the MEAN Services Committee of the Municipal Energy Agency of Nebraska (MEAN) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll-call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE MEAN Services Committee that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which requires roll-call voting, the following issues are hereby consolidated in this Consent Resolution:

- 1. BE IT FURTHER RESOLVED BY the MEAN Services Committee that the minutes of the May 17, 2023, meeting are hereby approved; and,*
- 2. BE IT FURTHER RESOLVED BY the MEAN Services Committee that the next meeting will be held on Wednesday, November 15, 2023, at the Younes Conference Center North, Crown Plaza, 707 W Talmadge St., Kearney, Nebraska.*

NEBRASKA MUNICIPAL POWER POOL SERVICES DISCUSSION

Presenter: Bob Poehling, Executive Director/CEO, and Brad Hans, Director of Wholesale Electric Operations

Staff has been reviewing contracts and services offered by Nebraska Municipal Power Pool (NMPP) over the past several months. As a result of the sale of PowerManager software and the recent passage of LB565 that allows MEAN to provide additional services, staff is planning to present a modernization initiative to the NMPP Board of Directors at its September meeting. More information will be presented to the MEAN Board in November once the NMPP Board has had an opportunity to review the initiative and finalize some decisions regarding the transition of services.

The transition of Electric Distribution Services (EDS) from NMPP to MEAN was previously approved. During the transition additional structure will be added to the service to include updated pricing for non-MEAN communities, evaluating the service rate structure for Total Requirements Participants and development of a Master Services Agreement.

POWERMANAGER VALUE SUPPORT PLAN FUNDING PROCESS FOR 2024

Presenter: Jamie Johnson, Director of Finance and Accounting

MEAN's fiscal year 2023-2024 budget includes funding of 50% of the annual cost of the Value Support Plan (VSP) associated with the PowerManager Software for Schedule M Participants. The recent sale of the PowerManager software will result in a change in the process for MEAN to provide funding. MEAN will no longer have access to annual invoices or be aware of any changes made by communities to their VSP. Due to these issues and lack of information, the 2024 funding will be based on the amount paid for 2023 and will require communities to confirm a number of items before MEAN provides the payment.

SERVICE CONSIDERATIONS FOR ANNUAL BUDGET PROCESS

Presenter: Jamie Johnson, Director of Finance and Accounting

The Services Committee will make a recommendation to the Board directing them on what services to include in the 2024-2025 Budget at a later date due to undetermined changes still anticipated with the transition of services.

The majority of services in the current budget are provided by staff but beyond staff costs there are services with incremental costs, e.g., tools, resources, and payments to other parties. A review of services with outside costs was presented and their anticipated status in the 2024-2025 budget. Some items will not change or are still being evaluated. Program plans are being developed for Cost of service/rate design study funding, net metering/Customer owned generation resource guide, and the cybersecurity program. MEAN will retain the Learning Management System but due to underutilization, budgeting for additional trainings will be discontinued. Staff expects the computer software Value Support Plan funding will be discontinued.

Discussion ensued.

Overviews of scholarship program disbursements over the past five years and common use requests, MEAN Energy Efficiency Program utilization and modernization, and a status report of the cybersecurity program were presented.

THIRD PARTY OPERATIONS AND MAINTENANCE STRATEGY

Presenter: Tim Cervený, Manager of Assets and Utility Services

Staff visited facilities in several communities, inspecting their systems, interviewing employees, and meeting with contractors to identify operations and maintenance issues and strategies for resolution. Some issues identified were risks to the public and employees. Causes included having too many projects, undertrained employees, financial constraints, and a lack of routine maintenance.

Next steps will include staff meeting again with Great Plains Power to solidify pricing, and meeting with each potential community participants to review details of individual systems and costs, seek letters of intent, and then facilitate interaction between participants and Great Plains Power.

Discussion ensued and included that MEAN will only be involved as a facilitator and there will be no fiscal impact to MEAN. Two contractors have been evaluated so far. If members are aware of any additional contractors that may be interested, they were encouraged to direct them to MEAN staff.

ADJOURNMENT

There being no further business, the meeting adjourned at 4:24 p.m.

Prepared by:
Stacy Hendricks
Municipal Energy Agency of Nebraska

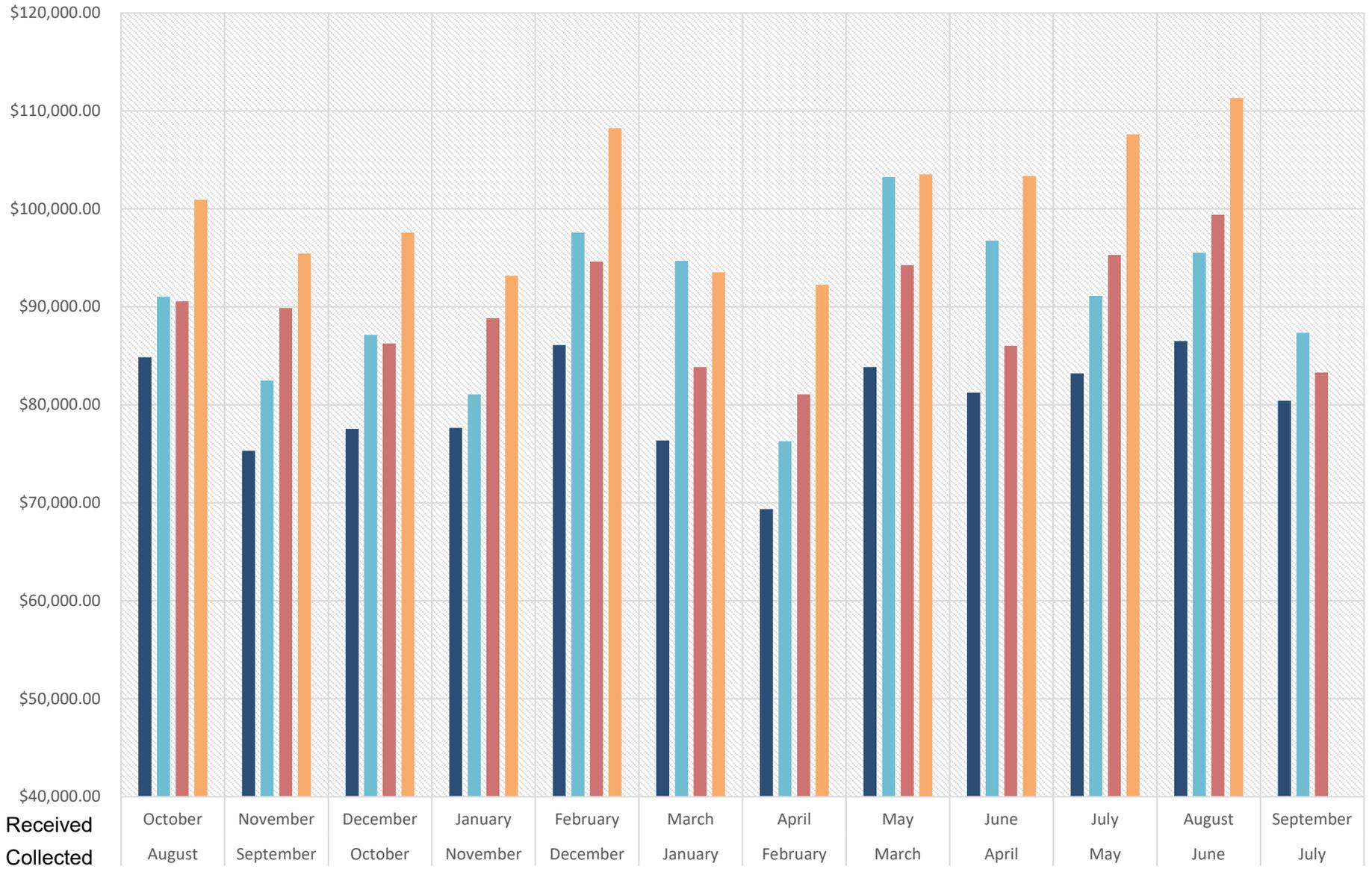
Submitted by:
Brad Hans
Director of Wholesale Electric Operations
Municipal Energy Agency of Nebraska

8/18/2023

City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	FY2023 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$100,946.22	11.47%	\$84,867.62	\$50,473.11	\$21,000.00	\$10,500.00	\$18,973.11	(\$4,873.85)
September	November	\$82,476.13	26.54%	\$89,891.94	8.99%	\$95,435.14	6.17%	\$75,319.18	\$47,717.57	\$21,000.00	\$10,500.00	\$16,217.57	\$0.00
October	December	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$97,592.24	13.13%	\$77,547.71	\$48,796.12	\$21,000.00	\$10,500.00	\$17,296.12	(\$2,433.43)
November	January	\$81,061.09	2.17%	\$88,837.18	9.59%	\$93,189.55	4.90%	\$77,647.97	\$46,594.77	\$21,000.00	\$10,500.00	\$15,094.77	(\$8,631.44)
December	February	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$108,244.80	14.39%	\$86,097.49	\$54,122.40	\$21,000.00	\$10,500.00	\$22,622.40	\$0.00
January	March	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$93,536.46	11.54%	\$76,356.03	\$46,768.23	\$21,000.00	\$10,500.00	\$15,268.23	(\$18.69)
February	April	\$76,291.34	16.75%	\$81,072.44	6.27%	\$92,271.35	13.81%	\$69,367.38	\$46,135.68	\$21,000.00	\$10,500.00	\$14,635.68	\$0.00
March	May	\$103,246.38	32.68%	\$94,261.86	-8.70%	\$103,537.01	9.84%	\$83,858.04	\$51,768.51	\$21,000.00	\$10,500.00	\$20,268.51	(\$103.15)
April	June	\$96,756.13	38.48%	\$86,024.43	-11.09%	\$103,361.32	20.15%	\$81,233.46	\$51,680.66	\$21,000.00	\$10,500.00	\$20,180.66	\$0.00
May	July	\$91,114.61	22.82%	\$95,288.64	4.58%	\$107,615.66	12.94%	\$83,196.01	\$53,807.83	\$21,000.00	\$10,500.00	\$22,307.83	(\$2,222.24)
June	August	\$95,507.91	10.00%	\$99,404.95	4.08%	\$111,328.69	12.00%	\$86,519.30	\$55,664.34	\$21,000.00	\$10,500.00	\$24,164.34	\$0.00
July	September	\$87,368.56	4.88%	\$83,299.71	-4.66%			\$80,416.44					
Totals		\$1,084,254.67	17.05%	\$1,073,393.32	-0.58%	\$1,107,058.42	11.85%	\$962,426.65	\$553,529.21	\$231,000.00	\$115,500.00	\$207,029.21	(\$18,282.80)
						\$1,105,000.00	Budgeted Transfer to General Fund						
						Net Receipts	Monthly Transfer to General Fund						
						\$100,641.67	Average Net Receipts						
						\$92,083.33	Required						

City of Crete Net 1% Sales Tax Receipts



■ 5 Year Average
 ■ 2020-2021
 ■ 2021-2022
 ■ 22-23



Report Criteria:

Vendor: Vendor number = 0-1059,1061-99999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)								
911 CUSTOM	1	Invoice	DRESS UNIFORM GEAR	08/18/2023	258.97		09/23	531-6477
911 CUSTOM	1	Invoice	COLLAR BRASS	08/24/2023	42.98		09/23	531-6477
Total 911 CUSTOM (5):					301.95			
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	08/17/2023	292.68		09/23	701-9740
Total ALL COPY PRODUCTS INC (100):					292.68			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/08/2023	127.64		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/09/2023	6.39		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/10/2023	102.15		09/23	701-5691
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	08/11/2023	41.94		09/23	701-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/11/2023	130.44		09/23	701-5691
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	08/12/2023	19.25		09/23	701-5693
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/12/2023	63.95		09/23	701-5691
AMAZON BUSINESS	1	Invoice	CREDIT MEMO	08/12/2023	24.94-		09/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	08/13/2023	81.89		09/23	701-6210
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/13/2023	93.87		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/13/2023	136.89		09/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	08/13/2023	194.91		09/23	701-6210
AMAZON BUSINESS	1	Invoice	COMPUTER EXPENSE	08/14/2023	15.99		09/23	301-6050
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/14/2023	32.87		09/23	701-5691
AMAZON BUSINESS	1	Invoice	HEAVY DUTY MOP	08/15/2023	25.94		09/23	201-5329
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	07/05/2023	46.84		09/23	701-6210
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	07/09/2023	9.99		09/23	701-6210
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	07/09/2023	50.95		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/15/2023	43.66		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/16/2023	30.54		09/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	08/17/2023	190.46		09/23	701-6210
AMAZON BUSINESS	1	Invoice	FIREKING FIREPROOF L	08/21/2023	5,398.90	1487	09/23	532-6482
AMAZON BUSINESS	1	Invoice	EMPLOYEE APPRECIATI	08/21/2023	6.16		09/23	101-8500
AMAZON BUSINESS	2	Invoice	EMPLOYEE APPRECIATI	08/21/2023	7.12		09/23	201-8500
AMAZON BUSINESS	3	Invoice	EMPLOYEE APPRECIATI	08/21/2023	2.85		09/23	401-8500
AMAZON BUSINESS	4	Invoice	EMPLOYEE APPRECIATI	08/21/2023	.47		09/23	601-8500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AMAZON BUSINESS	5	Invoice	EMPLOYEE APPRECIATI	08/21/2023	2.37		09/23	701-8500
AMAZON BUSINESS	6	Invoice	EMPLOYEE APPRECIATI	08/21/2023	.95		09/23	521-8500
AMAZON BUSINESS	7	Invoice	EMPLOYEE APPRECIATI	08/21/2023	.95		09/23	722-8500
AMAZON BUSINESS	8	Invoice	EMPLOYEE APPRECIATI	08/21/2023	2.85		09/23	001-8500
AMAZON BUSINESS	9	Invoice	EMPLOYEE APPRECIATI	08/21/2023	2.37		09/23	002-8500
AMAZON BUSINESS	10	Invoice	EMPLOYEE APPRECIATI	08/21/2023	1.90		09/23	003-8500
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	08/22/2023	136.08		09/23	531-6477
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/16/2023	14.80		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/23/2023	30.54		09/23	701-5691
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	08/24/2023	23.99		09/23	531-6477
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/23/2023	18.99		09/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	08/26/2023	200.61		09/23	701-6210
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/26/2023	78.05		09/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	08/26/2023	18.59		09/23	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	08/27/2023	55.47		09/23	701-6210
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	08/29/2023	31.44		09/23	531-6477
Total AMAZON BUSINESS (6116):					7,457.07			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	UN1791, HYPOCHLORITE	08/24/2023	328.95	1490	09/23	002-7041
AQUA-CHEM INC	2	Invoice	UN1490, POTASSIUM PE	08/24/2023	419.25	1490	09/23	002-7041
AQUA-CHEM INC	3	Invoice	42LB PAIL CS 335	08/24/2023	167.38	1490	09/23	002-7041
AQUA-CHEM INC	4	Invoice	FUEL SURCHARGE	08/24/2023	32.25	1490	09/23	002-7041
Total AQUA-CHEM INC (260):					947.83			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/02/2023	66.68		09/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/07/2023	222.88		09/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/07/2023	21.44		09/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/11/2023	1,349.79		09/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/15/2023	241.45		09/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/16/2023	52.84		09/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/18/2023	56.04		09/23	701-5691
Total BAKER & TAYLOR (370):					2,011.12			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	#4 STOCK REBAR GRAD	08/14/2023	89.00		09/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	08/14/2023	224.41		09/23	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	08/14/2023	231.07		09/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	08/14/2023	441.87		09/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	08/21/2023	49.21		09/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	08/22/2023	484.38		09/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/17/2023	620.20		09/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/22/2023	88.60		09/23	401-5880
BEATRICE CONCRETE CO	2	Invoice	CONCRETE	08/22/2023	797.40		09/23	401-5980
Total BEATRICE CONCRETE CO (440):					3,026.14			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	08/25/2023	40.53		09/23	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	08/25/2023	41.07		09/23	502-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	08/25/2023	72.44		09/23	003-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	08/25/2023	501.89		09/23	701-7530
BLACK HILLS ENERGY	1	Invoice	7206-4149-30 701 E 4TH	08/25/2023	88.45		09/23	522-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	08/25/2023	43.57		09/23	810-5210
Total BLACK HILLS ENERGY (495):					787.95			
BLUE VALLEY PEST CONTROL (5816)								
BLUE VALLEY PEST CONTROL	1	Invoice	PEST CONTROL-FALL 20	08/17/2023	100.00		09/23	701-5330
Total BLUE VALLEY PEST CONTROL (5816):					100.00			
BSN SPORTS INC (665)								
BSN SPORTS INC	1	Invoice	FLAG FOOTBALL SUPPLI	08/14/2023	584.00		09/23	721-5584
Total BSN SPORTS INC (665):					584.00			
CAPITAL BUSINESS SYSTEMS INC (705)								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	08/01/2023	178.58		09/23	101-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	08/01/2023	36.87		09/23	201-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	08/01/2023	24.78		09/23	401-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	08/01/2023	109.67		09/23	701-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	08/01/2023	98.05		09/23	721-9740
CAPITAL BUSINESS SYSTEMS INC	6	Invoice	SERVICE CONTRACT	08/01/2023	24.78		09/23	001-9740
CAPITAL BUSINESS SYSTEMS INC	7	Invoice	SERVICE CONTRACT	08/01/2023	24.78		09/23	002-9740
CAPITAL BUSINESS SYSTEMS INC	8	Invoice	SERVICE CONTRACT	08/01/2023	24.78		09/23	003-9740

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CAPITAL BUSINESS SYSTEMS INC (705):					522.29			
CATHER & SONS CONSTRUCTION INC (740)								
CATHER & SONS CONSTRUCTION INC	1	Invoice	ASPHALT	08/18/2023	829.50		09/23	401-5980
Total CATHER & SONS CONSTRUCTION INC (740):					829.50			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	ADO CORP ACROBAT ST	08/04/2023	336.62		09/23	101-6050
CDW GOVERNMENT INC	1	Invoice	APC SMARTUPS 2200VA	08/11/2023	535.68		09/23	201-5540
CDW GOVERNMENT INC	2	Invoice	APC SMARTUPS 2200VA	08/11/2023	535.67		09/23	301-6050
CDW GOVERNMENT INC	1	Invoice	CANON PIXMA TR7020A	08/15/2023	77.39		09/23	050-6020
CDW GOVERNMENT INC	1	Invoice	STARTECH GB ENET FIB	08/18/2023	267.80		09/23	101-5790
Total CDW GOVERNMENT INC (750):					1,753.16			
CENGAGE LEARNING INC/GALE (1890)								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	08/10/2023	88.53		09/23	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					88.53			
CENTER POINT LARGE PRINT (765)								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	08/09/2023	303.21		09/23	701-5691
Total CENTER POINT LARGE PRINT (765):					303.21			
CITY HALL FUND (830)								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	09/01/2023	548.00		09/23	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	09/01/2023	412.00		09/23	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	09/01/2023	265.00		09/23	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	09/01/2023	187.50		09/23	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	09/01/2023	150.00		09/23	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	09/01/2023	37.50		09/23	721-9680
Total CITY HALL FUND (830):					1,600.00			
CITY HEALTH FUND (835)								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	09/01/2023	220.00		09/23	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	09/01/2023	260.00		09/23	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	09/01/2023	40.00		09/23	203-9620

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	09/01/2023	220.00		09/23	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	09/01/2023	80.00		09/23	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	09/01/2023	320.00		09/23	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	09/01/2023	500.00		09/23	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	09/01/2023	220.00		09/23	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	09/01/2023	140.00		09/23	003-9620
Total CITY HEALTH FUND (835):					2,000.00			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	15	Adjustmen	AIRPORT	08/01/2023	38.57-		08/23	050-7530
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	09/01/2023	61.65		09/23	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	09/01/2023	57.65		09/23	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	09/01/2023	11,342.95		09/23	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	09/01/2023	1,763.55		09/23	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	09/01/2023	893.99		09/23	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	09/01/2023	33.00		09/23	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	09/01/2023	1,339.37		09/23	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	09/01/2023	3,442.91		09/23	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	09/01/2023	164.32		09/23	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	09/01/2023	877.17		09/23	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	09/01/2023	39.88		09/23	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	09/01/2023	50.19		09/23	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	09/01/2023	1,715.48		09/23	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	09/01/2023	1,881.56		09/23	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	09/01/2023	76.43		09/23	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	09/01/2023	1,379.48		09/23	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	09/01/2023	101.59		09/23	101-6201
CITY REVENUE FUND	18	Invoice	CHARGING STATION	09/01/2023	.00		00/00	001-9890
CITY REVENUE FUND	19	Invoice	COMMUNITY ROOM	09/01/2023	571.83		09/23	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	09/01/2023	68.39		09/23	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	09/01/2023	41.17		09/23	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	09/01/2023	35.91		09/23	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	09/01/2023	36.78		09/23	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	09/01/2023	34.15		09/23	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	09/01/2023	24.76		09/23	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	09/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	09/01/2023	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	09/01/2023	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	09/01/2023	132.85		09/23	521-7530
CITY REVENUE FUND	11	Invoice	COMMUNITY ROOM	09/01/2023	8.25		09/23	503-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	1	Invoice	ELECTRIC	09/01/2023	134.10		09/23	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	09/01/2023	410.27		09/23	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	09/01/2023	41.89		09/23	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	09/01/2023	106.81		09/23	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	09/01/2023	64.46		09/23	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	09/01/2023	75.73		09/23	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	09/01/2023	28.17		09/23	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	09/01/2023	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	09/01/2023	179.60		09/23	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	09/01/2023	568.40		09/23	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	09/01/2023	36.89		09/23	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	09/01/2023	339.36		09/23	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	09/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	AIRPORT	09/01/2023	.00		00/00	050-7530
CITY REVENUE FUND	15	Invoice	COMMUNITY ROOM	09/01/2023	59.86		09/23	503-7530
CITY REVENUE FUND	1	Invoice	FRANCHISE FEE	08/16/2023	1,098.24		09/23	511-4012
CITY REVENUE FUND	1	Invoice	E 13TH ST STREET IMPR	07/01/2023	45,444.10		09/23	532-3355
CITY REVENUE FUND	1	Invoice	PAPER TOWELS	08/28/2023	32.57		09/23	401-5541
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	09/05/2023	1,326.85		09/23	001-3500
Total CITY REVENUE FUND (860):					76,083.99			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	09/01/2023	29,167.00		09/23	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	09/01/2023	10,000.00		09/23	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	09/01/2023	21,000.00		09/23	150-1015
Total CITY TAX FUND (865):					60,167.00			
CONSOLIDATED MANAGEMENT COMPANY (955)								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	08/16/2023	92.50		09/23	201-5120
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	08/23/2023	5.50		09/23	201-5120
Total CONSOLIDATED MANAGEMENT COMPANY (955):					98.00			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	HER C6551G TRU-READ	07/25/2023	3,057.87	1425	09/23	002-8090
Total CORE & MAIN LP (1005):					3,057.87			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	09/01/2023	35.00		09/23	302-8500
Total CRETE AREA MEDICAL CENTER (1070):					35.00			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	TREATMENT SUPPLIES	08/24/2023	12.27		09/23	002-7041
Total CRETE FOODMART (GEN) (1095):					12.27			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	UTILITY POSTAGE	08/31/2023	399.83		08/23	003-9650
CRETE POSTMASTER	2	Invoice	UTILITY POSTAGE	08/31/2023	399.83		08/23	002-9650
CRETE POSTMASTER	3	Invoice	UTILITY POSTAGE	08/31/2023	399.83		08/23	001-9650
Total CRETE POSTMASTER (1120):					1,199.49			
CRETE VOLUNTEER FIREMEN (1145)								
CRETE VOLUNTEER FIREMEN	1	Invoice	AMERICAN HEART CPR	08/17/2023	34.00		09/23	302-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	CAPITAL AUTOGLASS-VE	07/11/2023	395.68		09/23	302-5791
CRETE VOLUNTEER FIREMEN	1	Invoice	FAIRFIELD-NIKKI WELLS	07/09/2023	276.76		09/23	302-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	FAIRFIELD-NIKKI WELLS	07/09/2023	276.76		09/23	302-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	FAIRFIELD-NIKKI WELLS	07/09/2023	276.76		09/23	302-9760
CRETE VOLUNTEER FIREMEN	1	Invoice	POSITIVE PROMOTIONS	07/01/2023	899.80		09/23	301-5495
Total CRETE VOLUNTEER FIREMEN (1145):					2,159.76			
CULLIGAN WATER SERVICE (1160)								
CULLIGAN WATER SERVICE	1	Invoice	AIRPORT WATER	07/31/2023	323.36		09/23	050-7530
Total CULLIGAN WATER SERVICE (1160):					323.36			
DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985)								
DHHS (DEPT OF HEALTH & HUMAN SERVICES)	1	Invoice	LANHAM AND COUTHRE	09/05/2023	630.00		09/23	001-4106
Total DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985):					630.00			
DUTTON LAINSON COMPANY (1450)								
DUTTON LAINSON COMPANY	1	Invoice	FM 9S CL 20	07/31/2023	3,277.89	1449	09/23	001-2570
DUTTON LAINSON COMPANY	1	Invoice	#12 NICOPRESS SLEEVE	08/28/2023	103.00	1450	09/23	001-1500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total DUTTON LAINSON COMPANY (1450):					3,380.89			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/18/2023	14.11		09/23	003-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	08/18/2023	14.11		09/23	401-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	08/18/2023	16.23		09/23	001-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	08/18/2023	16.23		09/23	002-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/18/2023	36.50		09/23	101-5452
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	08/18/2023	61.45		09/23	101-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	08/18/2023	19.69		09/23	521-6020
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	08/18/2023	176.97		09/23	301-6020
EAKES OFFICE SOLUTIONS	1	Invoice	TISSUE, FACIAL	08/18/2023	126.57		09/23	501-6020
EAKES OFFICE SOLUTIONS	1	Invoice	ENVELOPES	08/21/2023	393.03		09/23	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	ENVELOPES	08/21/2023	393.03		09/23	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	ENVELOPES	08/21/2023	341.76		09/23	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	ENVELOPES	08/21/2023	341.76		09/23	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	TISSUE, FACIAL	08/25/2023	113.76		09/23	501-6020
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/25/2023	253.24		09/23	101-9900
Total EAKES OFFICE SOLUTIONS (1475):					2,318.44			
ELECTRICAL ENGINEERING & EQUIP CO (5839)								
ELECTRICAL ENGINEERING & EQUIP CO	1	Invoice	20710 CONTACTOR 600V	08/08/2023	177.62	1485	09/23	003-7091
Total ELECTRICAL ENGINEERING & EQUIP CO (5839):					177.62			
ELECTRONIC CONTRACTING COMPANY (1520)								
ELECTRONIC CONTRACTING COMPANY	2	Adjustmen	ALARM MONITORING SE	07/23/2023	324.00-		08/23	701-5330
Total ELECTRONIC CONTRACTING COMPANY (1520):					324.00-			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	08/01/2023	17.11		09/23	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	08/01/2023	21.40		09/23	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	08/01/2023	.86		09/23	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	08/01/2023	.86		09/23	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	08/01/2023	2.57		09/23	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	08/01/2023	85.60		09/23	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	08/01/2023	21.40		09/23	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	08/01/2023	21.40		09/23	003-9980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total EXECUTIVE ANSWERING SERVICE (1670):					171.20			
FAIRFIELD INN & SUITES (1685)								
FAIRFIELD INN & SUITES	1	Invoice	MEETING/TRAINING	08/23/2023	126.95		09/23	101-9760
FAIRFIELD INN & SUITES	2	Invoice	MEETING/TRAINING	08/23/2023	126.95		09/23	001-7180
FAIRFIELD INN & SUITES	3	Invoice	MEETING/TRAINING	08/23/2023	126.95		09/23	001-9760
Total FAIRFIELD INN & SUITES (1685):					380.85			
GENERAL EXCAVATING (1915)								
GENERAL EXCAVATING	1	Invoice	PRJ #M226	08/28/2023	97,286.44		08/23	532-6487
Total GENERAL EXCAVATING (1915):					97,286.44			
GPM ENVIRONMENTAL SOLUTIONS LLC (1995)								
GPM ENVIRONMENTAL SOLUTIONS LLC	1	Invoice	CHECK OPEN CHANNEL	08/28/2023	448.00	1492	09/23	003-7082
GPM ENVIRONMENTAL SOLUTIONS LLC	2	Invoice	REPORT FOR EACH MET	08/28/2023	168.00	1492	09/23	003-7082
Total GPM ENVIRONMENTAL SOLUTIONS LLC (1995):					616.00			
GWORKS (2055)								
GWORKS	1	Invoice	ANNUAL MAINTENANCE	08/01/2023	4,104.00		09/23	001-9920
GWORKS	2	Invoice	ANNUAL MAINTENANCE	08/01/2023	4,104.00		09/23	002-9920
GWORKS	3	Invoice	ANNUAL MAINTENANCE	08/01/2023	4,104.00		09/23	003-9920
GWORKS	4	Invoice	ANNUAL MAINTENANCE	08/01/2023	4,104.00		09/23	101-9920
GWORKS	5	Invoice	ANNUAL MAINTENANCE	08/01/2023	4,104.00		09/23	401-9920
Total GWORKS (2055):					20,520.00			
HAMILTON EQUIPMENT CO (2085)								
HAMILTON EQUIPMENT CO	1	Invoice	COUPLER	08/28/2023	43.07		09/23	401-5771
Total HAMILTON EQUIPMENT CO (2085):					43.07			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	08/25/2023	36.23		09/23	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-1426 MAIN AVE	08/25/2023	.34		09/23	502-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	08/25/2023	7.45		09/23	301-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total HEARTLAND NATURAL GAS (2175):					44.02			
JAY'S OIL CO (2405)								
JAY'S OIL CO	1	Invoice	TIRE REPAIR	08/19/2023	30.00		09/23	003-7460
Total JAY'S OIL CO (2405):					30.00			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R220169.00 CRETE 2022	08/17/2023	12,509.00		09/23	532-6381
Total JEO CONSULTING GROUP INC. (2425):					12,509.00			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGREEMENT	08/01/2023	22.50		09/23	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	08/01/2023	55.00		09/23	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	08/01/2023	17.50		09/23	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	08/01/2023	5.00		09/23	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	08/01/2023	22.50		09/23	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	08/01/2023	55.00		09/23	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	08/01/2023	12.50		09/23	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	08/01/2023	35.00		09/23	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	08/01/2023	12.50		09/23	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	08/01/2023	12.50		09/23	003-9910
Total KIDWELL (2580):					250.00			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	21 WHITE STAKING FLAG	08/17/2023	15.05	1479	09/23	002-8021
LINCOLN WINWATER WORKS	2	Invoice	21 GREEN STAKING FLA	08/17/2023	30.10	1479	09/23	002-8021
Total LINCOLN WINWATER WORKS (2810):					45.15			
MACQUEEN EQUIPMENT LLC (2930)								
MACQUEEN EQUIPMENT LLC	1	Invoice	CONVEX MIRRORS	08/28/2023	283.58		09/23	401-5771
Total MACQUEEN EQUIPMENT LLC (2930):					283.58			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/16/2023	72.45		09/23	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/23/2023	110.02		09/23	003-9640

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/30/2023	68.02		09/23	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					250.49			
MIA GUERRERO (6338)								
MIA GUERRERO	1	Invoice	CONSUMER DEPOSIT RE	09/05/2023	33.62		09/23	001-3500
Total MIA GUERRERO (6338):					33.62			
MIDWEST SERVICE AND SALES CO. (3215)								
MIDWEST SERVICE AND SALES CO.	1	Invoice	1 3/4" x 10' TELSPAR POS	08/21/2023	1,152.00	1482	09/23	401-6001
MIDWEST SERVICE AND SALES CO.	2	Invoice	2" X 3' ANCHOR POST	08/21/2023	543.75	1482	09/23	401-6001
Total MIDWEST SERVICE AND SALES CO. (3215):					1,695.75			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	08/17/2023	611,057.42		09/23	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	GENERATION COMPENS	08/17/2023	148.88-		09/23	001-4215
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	PURCHASED POWER-OT	08/17/2023	6.33		09/23	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	4	Invoice	WHEELING EXPENSE	08/17/2023	80,162.06		09/23	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					691,076.93			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	FLOOR DRY DIABSORB	08/29/2023	9.99		09/23	003-7230
Total NAPA AUTO PARTS (3345):					9.99			
NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LAB	08/15/2023	361.00		09/23	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					361.00			
NEVCO SPORTS LLC (3635)								
NEVCO SPORTS LLC	1	Invoice	REC. SUPPLIES	05/03/2023	100.82		09/23	721-5580
Total NEVCO SPORTS LLC (3635):					100.82			
OLSSON (3775)								
OLSSON	1	Invoice	#022-02597 DOANE SUBS	08/17/2023	755.09		09/23	001-2000

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total OLSSON (3775):					755.09			
OURADA, TOM (3860)								
OURADA, TOM	1	Invoice	MEETING	08/18/2023	212.38		09/23	001-9760
OURADA, TOM	1	Invoice	MEETING	08/24/2023	39.93		09/23	001-9760
Total OURADA, TOM (3860):					252.31			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	08/11/2023	59.80		09/23	502-5750
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	08/09/2023	76.89		09/23	201-5329
Total PRESTO-X (4050):					136.69			
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	08/09/2023	100.00		09/23	701-9650
Total QUADIENT FINANCE USA INC (5591):					100.00			
RAMOS, ZORAIDA (4175)								
RAMOS, ZORAIDA	1	Invoice	MILEAGE	08/31/2023	43.56		09/23	701-9760
Total RAMOS, ZORAIDA (4175):					43.56			
RAXON NODAL HERNANDEZ & MARIA ACEVEDO (6339)								
RAXON NODAL HERNANDEZ & MARIA ACEVEDO	1	Invoice	CONSUMER DEPOSIT RE	09/05/2023	9.41		09/23	001-3500
Total RAXON NODAL HERNANDEZ & MARIA ACEVEDO (6339):					9.41			
REGION V SERVICES CRETE (4250)								
REGION V SERVICES CRETE	1	Invoice	CONSUMER DEPOSIT RE	09/05/2023	64.39		09/23	001-3500
Total REGION V SERVICES CRETE (4250):					64.39			
RESCO (4280)								
RESCO	1	Invoice	37.5 KVA OVERHEAD TR	08/25/2023	29,117.13	1387	09/23	001-2550
RESCO	2	Invoice	50 KVA OVERHEAD TRAN	08/25/2023	34,661.11	1387	09/23	001-2550
Total RESCO (4280):					63,778.24			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
RIXSTINE RECOGNITION (4320)								
RIXSTINE RECOGNITION	1	Invoice	COED SOFTBALL TROPH	08/31/2023	78.00		09/23	721-5578
Total RIXSTINE RECOGNITION (4320):					78.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	CEMETERY	08/16/2023	11.78		09/23	601-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PLAN COMM	08/16/2023	11.35		09/23	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	POLICE-1YR RENEWAL	06/30/2023	34.00		09/23	201-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	08/23/2023	127.63		09/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	08/23/2023	10.91		09/23	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					195.67			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL CHANGE/ROTATE TIR	08/21/2023	154.41		09/23	201-5791
SID DILLON FORD	1	Invoice	VEHICLE REPAIR	08/25/2023	32.24		09/23	001-8460
SID DILLON FORD	1	Invoice	VEHICLE REPAIR	08/25/2023	640.80		09/23	401-5968
Total SID DILLON FORD (4635):					827.45			
SPEECE LEWIS ENGINEERS (4735)								
SPEECE LEWIS ENGINEERS	1	Invoice	CULVERT PROJECT 22N	08/09/2023	11,647.26		09/23	532-6487
Total SPEECE LEWIS ENGINEERS (4735):					11,647.26			
STEARNS, ERIC L (5793)								
STEARNS, ERIC L	1	Invoice	2023 CERAMIC BOOKS	08/15/2023	50.00		09/23	701-5692
Total STEARNS, ERIC L (5793):					50.00			
STEVENSON, JOY (4825)								
STEVENSON, JOY	1	Invoice	MEETINGS/TRAINING	08/25/2023	140.85		09/23	701-9760
STEVENSON, JOY	1	Invoice	FRIENDS PROGRAMS	08/27/2023	200.00		09/23	702-5692
Total STEVENSON, JOY (4825):					340.85			
SUMMIT FIRE PROTECTION (6202)								
SUMMIT FIRE PROTECTION	1	Invoice	FIRE EXTINGUISHER AN	08/22/2023	498.66		09/23	001-7220
SUMMIT FIRE PROTECTION	2	Invoice	FIRE EXTINGUISHER AN	08/22/2023	249.33		09/23	002-7220
SUMMIT FIRE PROTECTION	3	Invoice	FIRE EXTINGUISHER AN	08/22/2023	349.06		09/23	003-7220

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SUMMIT FIRE PROTECTION	4	Invoice	FIRE EXTINGUISHER AN	08/22/2023	748.00		09/23	401-5330
SUMMIT FIRE PROTECTION	5	Invoice	FIRE EXTINGUISHER AN	08/22/2023	448.80		09/23	501-5330
SUMMIT FIRE PROTECTION	6	Invoice	FIRE EXTINGUISHER AN	08/22/2023	99.73		09/23	502-5330
SUMMIT FIRE PROTECTION	7	Invoice	FIRE EXTINGUISHER AN	08/22/2023	99.73		09/23	521-5332
SUMMIT FIRE PROTECTION	8	Invoice	FIRE EXTINGUISHER AN	08/22/2023	99.73		09/23	522-5330
SUMMIT FIRE PROTECTION	9	Invoice	FIRE EXTINGUISHER AN	08/22/2023	49.87		09/23	601-5330
SUMMIT FIRE PROTECTION	10	Invoice	FIRE EXTINGUISHER AN	08/22/2023	249.34		09/23	701-5330
Total SUMMIT FIRE PROTECTION (6202):					2,892.25			
TELLEZ, NANCY (4960)								
TELLEZ, NANCY	1	Invoice	MEETING/TRAINING	08/23/2023	168.99		09/23	101-9760
Total TELLEZ, NANCY (4960):					168.99			
TERRYBERRY (4980)								
TERRYBERRY	1	Invoice	MISC. OPERATING	08/24/2023	38.61		09/23	001-8500
TERRYBERRY	2	Invoice	MISC. OPERATING	08/24/2023	77.22		09/23	201-8500
TERRYBERRY	3	Invoice	MISC. OPERATING	08/24/2023	38.61		09/23	701-8500
TERRYBERRY	4	Invoice	MISC. OPERATING	08/24/2023	38.61		09/23	721-8500
TERRYBERRY	5	Invoice	MISC. OPERATING	08/24/2023	38.58		09/23	101-8500
TERRYBERRY	1	Invoice	MISC. OPERATING	08/28/2023	83.31		09/23	721-8500
Total TERRYBERRY (4980):					314.94			
TRIPP, LORRI (6334)								
TRIPP, LORRI	1	Invoice	RESTITUTION PAYMENT	08/21/2023	68.30		09/23	101-4904
Total TRIPP, LORRI (6334):					68.30			
TURTLE TRACKS (5633)								
TURTLE TRACKS	1	Invoice	BACK PATCHES-COMMA	08/28/2023	58.00		09/23	531-6477
Total TURTLE TRACKS (5633):					58.00			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	TOM CC, TURBO WASH	08/24/2023	13.00		09/23	001-9675
U.S. BANK	2	Invoice	TOM CC, VISTAPRINT 7-2	08/24/2023	19.80		09/23	001-9900
U.S. BANK	3	Invoice	TOM CC, VISTAPRINT 7-2	08/24/2023	36.59		09/23	101-9900
U.S. BANK	4	Invoice	TOM CC, VISTAPRINT 7-2	08/24/2023	19.80		09/23	721-9900
U.S. BANK	5	Invoice	TOM CC, ADOBE RENEW	08/24/2023	90.46		09/23	001-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	6	Invoice	TOM CC, ADOBE RENEW	08/24/2023	90.45		09/23	002-9910
U.S. BANK	7	Invoice	TOM CC, ADOBE RENEW	08/24/2023	79.96		09/23	003-9910
U.S. BANK	1	Invoice	JERRY CC, WALMART 09	08/24/2023	201.82		09/23	722-5560
U.S. BANK	2	Invoice	JERRY CC, WALMART 09	08/24/2023	12.72		09/23	522-6020
U.S. BANK	3	Invoice	JERRY CC, WALMART 09	08/24/2023	11.92		09/23	722-5560
U.S. BANK	4	Invoice	JERRY CC, WALMART 09	08/24/2023	20.20		09/23	722-5560
U.S. BANK	5	Invoice	JERRY CC, WALMART 09	08/24/2023	15.38		09/23	722-8500
U.S. BANK	6	Invoice	JERRY CC, WALMART 09	08/24/2023	21.43		09/23	722-5560
U.S. BANK	7	Invoice	JERRY CC, WALMART 09	08/24/2023	12.60		09/23	522-6020
U.S. BANK	8	Invoice	JERRY CC, CANVA 03874	08/24/2023	14.99		09/23	101-6050
U.S. BANK	1	Invoice	JOY CC, NE LIBR ASSN 8-	08/24/2023	75.00		09/23	701-5400
U.S. BANK	2	Invoice	JOY CC, SURVEYMONKE	08/24/2023	26.00		09/23	701-6210
U.S. BANK	3	Invoice	JOY CC, BUTTON POETR	08/24/2023	30.25		09/23	701-5691
U.S. BANK	4	Invoice	JOY CC, AMER BUTTON	08/24/2023	291.13		09/23	701-6210
U.S. BANK	5	Invoice	JOY CC, USPS 8-7-23	08/24/2023	8.69		09/23	701-6210
U.S. BANK	6	Invoice	JOY CC, USPS 8-18-23	08/24/2023	10.11		09/23	701-6210
U.S. BANK	1	Invoice	LAURA CC, WALMART 08	08/24/2023	39.70		09/23	702-5692
U.S. BANK	2	Invoice	LAURA CC, USPS 8-18-23	08/24/2023	37.50		09/23	701-6210
U.S. BANK	3	Invoice	LAURA CC, MICHAELS 8-	08/24/2023	25.46		09/23	701-6210
Total U.S. BANK (5170):					1,204.96			
UNION BANK & TRUST CO (5205)								
UNION BANK & TRUST CO	1	Invoice	BONDS SRS 2021 ADMIN	08/22/2023	624.00		09/23	101-9860
Total UNION BANK & TRUST CO (5205):					624.00			
UNITE PRIVATE NETWORKS LLC (5210)								
UNITE PRIVATE NETWORKS LLC	1	Invoice	ETHERNET INTERNET A	08/01/2023	176.00		09/23	101-7530
UNITE PRIVATE NETWORKS LLC	2	Invoice	ETHERNET INTERNET A	08/01/2023	198.00		09/23	201-5790
UNITE PRIVATE NETWORKS LLC	3	Invoice	ETHERNET INTERNET A	08/01/2023	176.00		09/23	301-7530
UNITE PRIVATE NETWORKS LLC	4	Invoice	ETHERNET INTERNET A	08/01/2023	198.00		09/23	701-7530
UNITE PRIVATE NETWORKS LLC	5	Invoice	ETHERNET INTERNET A	08/01/2023	1,100.00		09/23	001-9910
UNITE PRIVATE NETWORKS LLC	6	Invoice	ETHERNET INTERNET A	08/01/2023	176.00		09/23	002-9910
UNITE PRIVATE NETWORKS LLC	7	Invoice	ETHERNET INTERNET A	08/01/2023	176.00		09/23	003-9910
Total UNITE PRIVATE NETWORKS LLC (5210):					2,200.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	08/19/2023	19.84		09/23	003-9650

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total UPS (5240):					19.84			
VERIZON WIRELESS (5295)								
VERIZON WIRELESS	1	Invoice	CELL PHONE	08/01/2023	47.51		09/23	101-5452
VERIZON WIRELESS	2	Invoice	CELL PHONE	08/01/2023	42.76		09/23	101-6201
VERIZON WIRELESS	3	Invoice	CELL PHONE	08/01/2023	47.52		09/23	201-5220
VERIZON WIRELESS	4	Invoice	CELL PHONE	08/01/2023	141.63		09/23	001-9660
VERIZON WIRELESS	5	Invoice	CELL PHONE	08/01/2023	158.71		09/23	002-9660
VERIZON WIRELESS	6	Invoice	CELL PHONE	08/01/2023	90.27		09/23	003-9660
VERIZON WIRELESS	7	Invoice	CELL PHONE	08/01/2023	73.19		09/23	401-7530
VERIZON WIRELESS	8	Invoice	CELL PHONE	08/01/2023	124.78		09/23	301-7530
VERIZON WIRELESS	9	Invoice	CELL PHONE	08/01/2023	120.70		09/23	721-8500
VERIZON WIRELESS	10	Invoice	TABLET	08/01/2023	20.70		09/23	001-9920
VERIZON WIRELESS	11	Invoice	TABLET	08/01/2023	20.69		09/23	002-9920
VERIZON WIRELESS	12	Invoice	TABLET	08/01/2023	20.69		09/23	003-9920
VERIZON WIRELESS	13	Invoice	TABLET	08/01/2023	20.69		09/23	401-9920
VERIZON WIRELESS	14	Invoice	CELL PHONE	08/01/2023	184.96		09/23	101-7530
VERIZON WIRELESS	15	Invoice	CELL PHONE	08/01/2023	77.04		09/23	302-7530
Total VERIZON WIRELESS (5295):					1,191.84			
WASTE CONNECTIONS OF NEBRASKA (5360)								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	PUBLIC WORKS	08/01/2023	42,347.03		09/23	001-4510
Total WASTE CONNECTIONS OF NEBRASKA (5360):					42,347.03			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-PD C911	08/18/2023	584.88		09/23	201-5220
WINDSTREAM	1	Invoice	PHONE-LIBRARY	08/22/2023	267.95		09/23	701-7530
Total WINDSTREAM (5465):					852.83			
ZOILA OLIDIA UTRA CARDOSO (6337)								
ZOILA OLIDIA UTRA CARDOSO	1	Invoice	CONSUMER DEPOSIT RE	09/05/2023	70.12		09/23	001-3500
Total ZOILA OLIDIA UTRA CARDOSO (6337):					70.12			
Grand Totals:					1,127,925.05			

GL Period	Amount
-----------	--------

GL Period	Amount
09/23	1,029,801.69
08/23	98,123.36
00/00	.00
Grand Totals:	<u>1,127,925.05</u>

Vendor number hash: 540895
Vendor number hash - split: 1019432
Total number of invoices: 168
Total number of transactions: 338

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	<u>1,127,925.05</u>	<u>.00</u>	<u>1,127,925.05</u>
Grand Totals:	<u>1,127,925.05</u>	<u>.00</u>	<u>1,127,925.05</u>

Report Criteria:
Vendor.Vendor number = 0-1059,1061-99999999

ORDINANCE NO. 2176

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO ANNEXATION; TO ANNEX CERTAIN CONTIGUOUS OR ADJACENT LAND IN PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 4 EAST; AND TO EXTEND THE CORPORATE LIMITS OF THE CITY.

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

Section 1. That, pursuant to Neb. Rev. Stat. § 16-117(7), a petition requesting annexation was received from the owner(s) of the following described land comprised of the parcel described below, to wit (the “Annexed Territory”):

All of Lots 8 and 9, Belohlavy Estates First Subdivision, and a tract of land located in a part of the SE1/4 of the NW1/4 of Section 33, T8N, R4E of the 6th P.M., City of Crete, Saline County, Nebraska. Said property may be more particularly described as follows:

Beginning at the northeast corner of said Lot 8; thence N 01°15'08” W on and upon the easterly right-of-way line of State Highway #103 a distance of 4.00 feet to a point; thence N 89°42'42” E and parallel with the north line of said Lots 8 and 9 a distance of 312.80 feet to a point on the east line of said Lot 9 extended; thence S 00°17'49” E a distance of 4.00 feet to the northeast corner of said Lot 9; thence S 89°42'42” W on and upon the north line of said Lots 8 and 9 a distance of 312.73 feet to the Point of Beginning.

Section 2. The Mayor and the City Council of the City of Crete, Nebraska (the “City”) hereby find and determine that the Annexed Territory, which is contiguous or adjacent to the corporate limits of the city and is urban or suburban in character, should be annexed into the corporate limits of the City.

Section 3. The corporate limits of the City are hereby extended and increased to include and embrace within the corporate limits the Annexed Territory. From henceforth, the Annexed Territory is hereby annexed and declared to be part of the City, it being advisable and in the best interest of the City for such annexation to occur.

Section 4. The City Clerk is hereby directed to file certified copies of this Ordinance in the office of the Register of Deeds of Saline County, Nebraska and the office of the Assessor for Saline County, Nebraska.

Section 5. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

Section 6. That this ordinance shall be published in pamphlet, book, or electronic 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 19th day of September 2023.

CITY OF CRETE, NEBRASKA

Mayor

ATTEST:

City Clerk





August 3, 2023

Anna Burge
City of Crete
243 East 13th Street
Crete, NE 68333

Re: Annexation Request
Four (4) feet immediately north of Lots 8 & 9, Belohlavy Estates First Addition

Dear Ms. Burge,

Please accept this request to an annex 4 feet of property located immediately north of Lots 8 & 9, Belohlavy Estates First Addition, and further described as follows:

A tract of land located in a part of the Southeast Quarter of the Northwest Quarter of Section 33, Township 8 North, Range 4 East of the 6th P.M., City of Crete, Saline County, Nebraska; more particularly described as follows: Beginning at the Northwest corner of Lot 8, Belohlavy Estates First Subdivision; thence N01°15'08"W on and upon the Easterly right-of-way line of State Highway #103, a distance of 4.00 feet to a point; thence N89°42'42"E and parallel with the North line of said Lots 8 and 9, Belohlavy Estates First Subdivision, a distance of 312.80 feet to a point on the East line of said Lot 9, Belohlavy Estates First Subdivision extended; thence S00°17'49"E, a distance of 4.00 feet to the Northeast corner of said Lot 9, Belohlavy Estates First Subdivision; thence S89°42'42"W on and upon the North line of said Lots 8 and 9, Belohlavy Estates First Subdivision, a distance of 312.73 feet to the Point of Beginning.

This annexation request will combine the above described property with the two existing Lots 8 & 9 resulting in two new larger lots and thus will not create separate unusable or inaccessible lots.

Should you have any questions or need anything further please feel free to call me at 209-613-9517.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Thomas", with a long horizontal flourish extending to the right.

Matt Thomas
President
Belohlavy Estates, L.P.

Report Criteria:
 Vendor.Vendor number = 1060

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE ACE HARDWARE (1060)								
CRETE ACE HARDWARE	1	Invoice	BLDG & GRNDS MAINT	07/12/2023	37.93		00/00	701-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRNDS MAINT	07/14/2023	34.18		00/00	701-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GRNDS MAINT	07/18/2023	24.27		00/00	701-5330
CRETE ACE HARDWARE	1	Invoice	JANITORIAL SUPPLIES	07/24/2023	17.62		00/00	701-5541
CRETE ACE HARDWARE	1	Invoice	BODY CONDUIT PVC LB	06/30/2023	6.29		00/00	050-5330
CRETE ACE HARDWARE	1	Invoice	WATER SHUT OFF	07/05/2023	10.98		00/00	002-8031
CRETE ACE HARDWARE	1	Invoice	RETURNED ITEMS	07/06/2023	6.23-		00/00	002-8100
CRETE ACE HARDWARE	1	Invoice	NUTS/BOLTS	07/06/2023	6.23		00/00	002-8100
CRETE ACE HARDWARE	1	Invoice	SNAP KNIFE 8PT ACE	07/07/2023	7.73		00/00	002-8500
CRETE ACE HARDWARE	1	Invoice	HYDRANT RELOCATE	07/10/2023	52.22		00/00	002-8061
CRETE ACE HARDWARE	1	Invoice	SERVICE FLUSH	07/11/2023	10.23		00/00	002-8031
CRETE ACE HARDWARE	1	Invoice	CONNECTOR/VALVE/CLO	07/12/2023	33.44		00/00	002-8031
CRETE ACE HARDWARE	1	Invoice	APOXY	07/13/2023	27.08		00/00	001-8071
CRETE ACE HARDWARE	1	Invoice	MISC EQUIPMENT	07/14/2023	45.06		00/00	001-8500
CRETE ACE HARDWARE	1	Invoice	SHOP SUPPLIES	07/18/2023	19.33		00/00	001-8500
CRETE ACE HARDWARE	1	Invoice	TAPE BARRICADE CAUTI	07/20/2023	27.06		00/00	002-8500
CRETE ACE HARDWARE	1	Invoice	METER REPAIR	07/27/2023	37.09		00/00	002-8090
CRETE ACE HARDWARE	1	Invoice	HEX BUSHINGS 1X3/4" G	06/30/2023	4.59		00/00	501-5330
CRETE ACE HARDWARE	1	Invoice	JANITORIAL SUPPLIES	07/07/2023	27.01		00/00	401-5541
CRETE ACE HARDWARE	1	Invoice	MINERAL SPIRITS	07/11/2023	12.87		00/00	401-6010
CRETE ACE HARDWARE	1	Invoice	CLEANING SUPPLIES	07/11/2023	21.31		00/00	501-5541
CRETE ACE HARDWARE	1	Invoice	JANITORIAL SUPPLIES	07/12/2023	14.68		00/00	722-5541
CRETE ACE HARDWARE	1	Invoice	WEED EATER STRING	07/12/2023	62.99		00/00	521-5332
CRETE ACE HARDWARE	1	Invoice	EQUIPMENT RENTAL	07/12/2023	50.40		00/00	601-8500
CRETE ACE HARDWARE	1	Invoice	BLDG & GRND MAINT	07/13/2023	42.04		00/00	003-7220
CRETE ACE HARDWARE	1	Invoice	LANDSCAPING SUPPLIE	07/13/2023	106.68		00/00	201-5329
CRETE ACE HARDWARE	1	Invoice	KEYS FOR PATROL CAR	07/14/2023	39.64		00/00	201-5329
CRETE ACE HARDWARE	1	Invoice	WEED EATER REPAIR	07/14/2023	44.97		00/00	521-5791
CRETE ACE HARDWARE	1	Invoice	PAINT	07/18/2023	14.68		00/00	401-6010
CRETE ACE HARDWARE	2	Invoice	WINDSHIELD BLADES	07/18/2023	36.78		00/00	401-5968
CRETE ACE HARDWARE	1	Invoice	ROUNDUP-WEED KILLER	07/19/2023	21.75		00/00	003-7220
CRETE ACE HARDWARE	1	Invoice	ECHO SPEED FEED	07/19/2023	77.98		00/00	601-5791
CRETE ACE HARDWARE	1	Invoice	MISC SUPPLIES	07/21/2023	27.58		00/00	522-6020
CRETE ACE HARDWARE	1	Invoice	GFI OUTLET	07/24/2023	21.15		00/00	201-5329
CRETE ACE HARDWARE	1	Invoice	WEED EATER REPAIR	07/24/2023	133.98		00/00	601-5801
CRETE ACE HARDWARE	1	Invoice	FIX FUEL HOSE & KNIFE	07/25/2023	19.30		00/00	521-5332
CRETE ACE HARDWARE	1	Invoice	INSECT KILLER	07/27/2023	23.91		00/00	401-5330

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE ACE HARDWARE	2	Invoice	REPAIR BRING SPRAYER	07/27/2023	59.89		00/00	401-5771
CRETE ACE HARDWARE	1	Invoice	DISH SOAP	07/27/2023	4.22		00/00	401-5541
CRETE ACE HARDWARE	2	Invoice	BRINE EQUIP REPAIR	07/27/2023	9.55		00/00	401-5771
CRETE ACE HARDWARE	1	Invoice	STRING LINE FOR LAND	07/28/2023	13.79		00/00	201-5329
CRETE ACE HARDWARE	1	Invoice	FLY TRAPS/SWATTERS	07/28/2023	25.73		00/00	601-8500
CRETE ACE HARDWARE	1	Invoice	POOL SUPPLIES	07/28/2023	28.72		00/00	522-6020
CRETE ACE HARDWARE	1	Invoice	JANITORIAL SUPPLIES	07/31/2023	27.55		00/00	722-5541
Total CRETE ACE HARDWARE (1060):					1,364.25			
Grand Totals:					1,364.25			

Report GL Period Summary

GL Period	Amount
00/00	1,364.25
Grand Totals:	1,364.25

Vendor number hash: 43460
 Vendor number hash - split: 46640
 Total number of invoices: 41
 Total number of transactions: 44

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,364.25	.00	1,364.25
Grand Totals:	1,364.25	.00	1,364.25

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
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Report Criteria:

Vendor.Vendor number = 1060



OPERATION UNDERGROUND RAILROAD

OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT
SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to **Crete Police Department, Nebraska**, each reserving the right to withdraw from the MAD with 30 day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the donation or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this donation, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located using the donation leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these donations are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgment of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

Designated Point of Contact for Reporting: Lincoln Morehouse
Phone number: 402.826.4311
Email: lincoln.morehouse@crete.ne.gov

Designated Media Representative: Gary Young Jr.
Phone number: 402.826.4311
Email: gary.young@crete.ne.gov

The following donations, or forms thereof, will be provided to **Crete Police Department, Nebraska**, up to \$10,820.50 towards the purchase of GK Essentials and one certification license, listed under quote # Q-28757-1

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

O.U.R. Representative Name

O.U.R. Representative Signature

Date

Crete Police Department

Mayor Dave Bauer
Representative Name

Representative Signature



GRAYSHIFT

Grayshift LLC
300 Colonial Center Parkway, Suite 120
Roswell, GA 30076
USA
Phone: (833) 472-9539

Quote Number: Q-27857-1
Created Date: 8/14/2023
Expiration Date: 9/13/2023
Contract Start Date: 9/14/2023

CAGE Code: 7R0W9
DUNS Number: 081045174
NAICS: 513210

Ship To
Lincoln Morehouse
Crete Police Department (NE)
1945 Forest Ave
Crete, Nebraska 68333
United States
lincoln.morehouse@crete.ne.gov

Bill To
JC Holt
OUR (Operation Underground Railroad)
1950 West Corporate Way
Anaheim, California 92801
United States
jc@ourrescue.org

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Nick Harrison	nharrison@grayshift.com	FedEx	Net 30

All prices below are in U.S. Dollar

PRODUCT NAME	START	END	PART #	QTY	CUSTOMER UNIT PRICE	PARTNER DISCOUNT	PARTNER PRICE
GrayKey License - Essential Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30	9/14/2023	9/13/2024	GKL-ONF-ES	1.00	10,995.00	-1,099.50	9,895.50
GrayKey Unit			GK101	1.00	550.00	0.00	550.00
Shipping & Handling			SH	1.00	75.00	0.00	75.00
						-1,099.50	10,520.50

PARTNER TOTAL: USD 10,520.50

Terms & Conditions

This quote is submitted pursuant to the terms and conditions of the relevant Partner reseller agreement between you and Grayshift, LLC. Please note that the of the terms of that agreement state as a requirement "Partner shall make available the latest copy of the License Agreement so provided by Grayshift to the applicable purchasing End User and obtain such End User's signature to the License Agreement (and deliver a copy of the same to Grayshift) prior to distributing any Products to such End User. The Partner shall ensure that such End User does not modify the License Agreement without Grayshift's written consent and Grayshift shall not be obligated to accept any modified License Agreement."

Please submit a purchase order to execute this purchase.
Please send purchase order to Nick Harrison at nharrison@grayshift.com.

Grayshift LLC
THANK YOU FOR YOUR BUSINESS!

**File and Return to:
Matthew Hanson
1331 Main
Crete, NE 68333**

QUITCLAIM DEED

The City of Crete, Saline County, Nebraska, a Municipal Corporation organized and existing under and by virtue of the laws of the State of Nebraska, known as GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, quitclaims to GRANTEE, Clevette Rentals, L.L.C. a Nebraska Limited Liability Company, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

The West forty (40) feet of vacated Mill Street, located in the Original Town of Crete, Saline County, Nebraska.

Executed: _____, 2023.

CITY OF CRETE, SALINE COUNTY,
NEBRASKA, a Municipal Corporation
organized and existing under and by virtue of
the laws of the State of Nebraska

BY: _____
Its Mayor

STATE OF NEBRASKA)
)
COUNTY OF SALINE)

The foregoing instrument was acknowledged before me on _____, 2023 by David Bauer, Mayor of Crete, Saline County, Nebraska, a Municipal Corporation organized and existing under and by virtue of the laws of the State of Nebraska, who acknowledged the signing hereof to be his voluntary act and deed as Mayor and the voluntary and lawful act and deed of the City of Crete, Saline County, Nebraska.

Notary Public



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

CHS Homecoming parade

NAME OF EVENT

Date of Event September 15th, 2023

Start Time of Event ~~2:45pm~~ 2:30pm

Finish Time of Event _____

Location of Event ~~Start at CPS welcome center~~
~~go down Main to 12th up to Juniper~~

DO NOT WRITE IN THIS SPACE

Application # SE23-04

Public Works Review

Emergency Services Review

City Administrator Review

Council Meeting Date
9-5-23

Approved _____

Denied _____

Insurance Certificate
Required _____

Ins. Cert. Received _____

Conditions listed on back

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

Streets or Alleys requesting to be closed _____

~~Main 9th-12th, 12th from Main to~~

~~Juniper. Glenwood or School Lot to~~

~~15th St. East to Iris - North to~~

~~School Lots (East or West)~~

Special Equipment _____

Organization Crete High School

Responsible Party Crystal Kent

Address 1750 Iris Ave, Crete, NE 68333

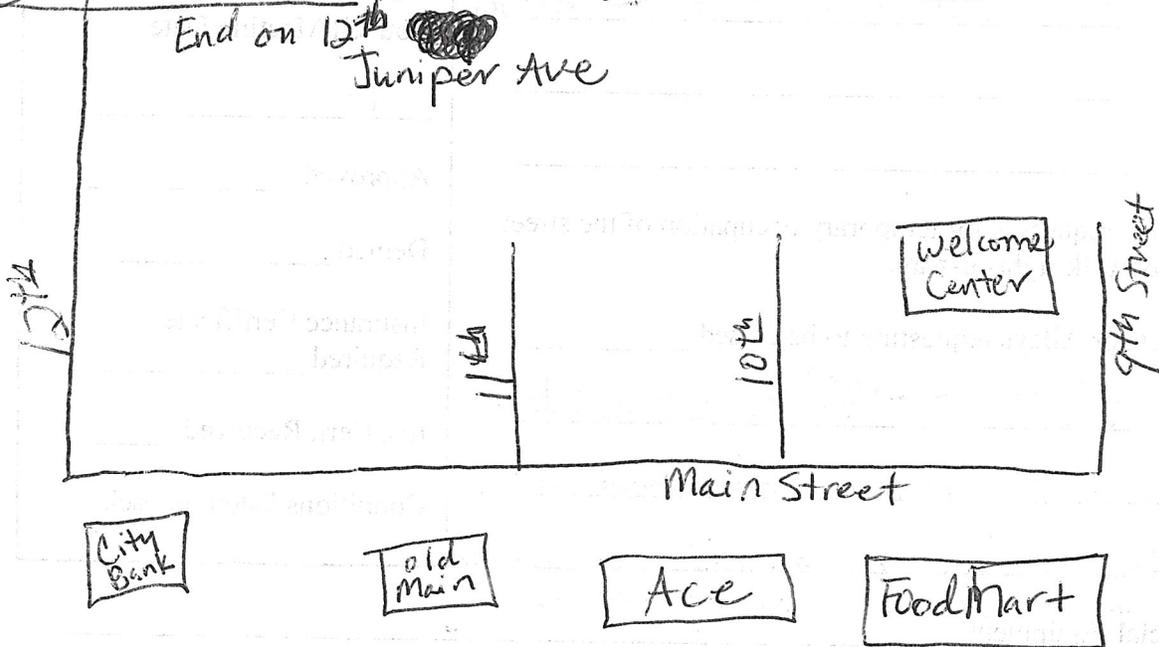
Phone 402-418-2816 (cell)

Crystal Kent
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.





CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Crete Booster Club Homecoming Kickoff
NAME OF EVENT

Date of Event September 10th, 2023

Start Time of Event 5:00pm

Finish Time of Event 9:30pm

Location of Event Tuxedo Park

Go cart track area for
a bon fire + celebration

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

Streets or Alleys requesting to be closed N/A

Special Equipment N/A

Organization Booster Club

Responsible Party Carrie Kotil

Address 6077 W. Saffillo Rd. Martell 68404

Phone 402-429-0415

Carrie Kotil
Signature of Responsible Party

DO NOT WRITE IN THIS SPACE

Application # SE23-05

Public Works Review

Emergency Services Review

City Administrator Review

Council Meeting Date
9-5-23

Approved _____

Denied _____

Insurance Certificate Required _____

Ins. Cert. Received _____

Conditions listed on back

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.



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic or item you would like the City Council to act on or discuss at a future meeting, please fill out the form below. The topic or item will be reviewed by City staff, who may be able to assist you, or scheduled for a future meeting if the Mayor and Council agree to hear the matter.

Name: Doane University - Spencer Munson - Assistant Director of Campus Engagement

Address: 1014 Boswell

Telephone #: 402-429-2642

Email: spencer.munson@doane.edu

Date of Request: 9/27/23 9-11pm

Description of Requested Topic or Item:

Doane is requesting the use of Tuxedo Park for a Homecoming Bonfire. The fire would be located
in the lake bed, which is where they have the go kart race track. This will be an alcohol
free event with games, smores, and learning the fight song. We have recieved the approval of
the fire department and the University. Doane staff will be on hand to supervise and drive
students to and from the event to campus.



**CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT
Doane Homecoming Bonfire**

NAME OF EVENT

Date of Event 9/27/23

Start Time of Event 8pm

Finish Time of Event 11pm

Location of Event _____

Tuxedo Race Track

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

Streets or Alleys requesting to be closed _____

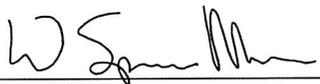
Special Equipment Fire Department support on extinguishing the fire after the event.

Organization Doane University

Responsible Party Office of Student Engagement - Spencer Munson

Address 1014 Boswell

Phone 402-429-2642


Signature of Responsible Party

DO NOT WRITE IN THIS SPACE

Application # SE-23-06

Public Works Review

Emergency Services Review

City Administrator Review

Council Meeting Date

9-5-2023

Approved _____

Denied _____

Insurance Certificate
Required

Ins. Cert. Received _____

Conditions listed on back

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.



ce

Tuxedo Park Rd

Blue River Raceway

Sertoma Rd

Tuxedo Park Rd

Sec. 3.07 TIMEKEEPING

The following procedures and guidelines have been created to ensure accurate record keeping within the City of Crete. The Fair Labor Standards Act (FLSA) and Nebraska state law require the City to keep accurate time records for employees.

ELECTRONIC TIMEKEEPING SYSTEM

All employees are required to use the electronic timekeeping system to record hours worked or days present, to track paid leave used, and to request vacation, sick, comp, or other types of leave. All employees and supervisors are required to take training on the electronic timekeeping system and to be familiar with the City's policies on timekeeping and attendance. Employees are responsible for verifying the accuracy of the hours worked on their time and attendance report for the applicable pay period, and each supervisor is responsible for making sure accurate data is logged in the electronic timekeeping system and submitted to Human Resources. Any discrepancies between hours worked or leave taken should be reported to the employee's supervisor or Human Resources immediately.

CLOCKING IN AND OUT

All hourly employees are required to clock in at the start of their workday, clock in/out for lunch breaks, and clock out at the end of their workday. Employees are expected to clock in and out at their worksite and at their regularly scheduled times. Under certain conditions when an employee cannot clock in and out at their worksite (*i.e.*, for off-site training), the employee must report their time to their supervisor for manual entry. If an employee forgets to clock in or out, they must provide notice to their supervisor immediately.

Employees who repeatedly clock in/out early or late without supervisor approval will be subject to disciplinary action, up to and including termination. All overtime must be approved in advance by supervisors.

PROHIBITED ACTIONS

The following actions are prohibited and will be subject to disciplinary action. See the Section on Discipline and Appeal Procedure for more details on disciplinary actions.

- Employees using another employee's user ID/password to clock in or out for another employee.
- Clocking in or out, outside of work station/facility
- Any attempt to tamper with timekeeping software.
- Any time spent working while not

clocked in. UNREPORTED HOURS

All hours worked must be reported using the electronic timekeeping system. Employees must clock in before performing any work and are not permitted to clock out until all work has stopped. Any time spent working while not clocked in is strictly prohibited. Employees that under report or fail to report hours worked will be subject to disciplinary action, up to and including termination. Examples of working off the clock may include:

- Forgetting to clock in or out
- Voluntarily continuing to work at the end of regular working hours

- Taking work home to complete on the weekend or in the evening
- Checking/reading/reviewing work-related emails or listening to work-related voicemail messages while away from the office or workplace
- Answering phones, emails, or attending to customers while clocked out for a lunch break

Once clocked in, employees are responsible for working on appropriate City-related tasks, and when the workday is complete, employees are responsible for clocking out. With the exception of breaks, employees conducting personal business or simply not working while clocked in may be considered “riding the clock” and may be subject to disciplinary action, up to and including termination.

END OF PAY PERIOD

Supervisors are required to submit time cards to Human Resources through the electronic timekeeping system by 10:00 AM on the day immediately following the last day of the pay period, unless a holiday falls on Monday, then the deadline will be Tuesday by 10:00 AM. Employees’ time cards that are not submitted by 12:00 PM on the day immediately following the last day of the pay period as noted above, will not be processed until the next pay period. Exceptions and changes must be fixed prior to approving the time card to Human Resources or they will not be made. It is highly recommended that supervisors check their employees’ leave requests and time entries weekly, if not daily, to avoid errors at the end of a pay period.

Sec. 3.07 TIMEKEEPING

The following procedures and guidelines have been created to ensure accurate record keeping within the City of Crete. The Fair Labor Standards Act (FLSA) and Nebraska state law require the City to keep accurate time records for employees.

ELECTRONIC TIMEKEEPING SYSTEM

All employees are required to use the electronic timekeeping system to record hours worked or days present, to track paid leave used, and to request vacation, sick, comp, or other types of leave. All employees and supervisors are required to take training on the electronic timekeeping system and to be familiar with the City's policies on timekeeping and attendance. Employees are responsible for verifying the accuracy of the hours worked on their time and attendance report for the applicable pay period, and each supervisor is responsible for making sure accurate data is logged in the electronic timekeeping system and submitted to Human Resources. Any discrepancies between hours worked or leave taken should be reported to the employee's supervisor or Human Resources immediately.

CLOCKING IN AND OUT

All hourly employees are required to clock in at the start of their workday, clock in/out for lunch breaks, and clock out at the end of their workday. Employees are expected to clock in and out at their worksite and at their regularly scheduled times. Under certain conditions when an employee cannot clock in and out at their worksite (*i.e.*, for off-site training), the employee must report their time to their supervisor for manual entry. If an employee forgets to clock in or out, they must provide notice to their supervisor immediately.

Employees who repeatedly clock in/out early or late without supervisor approval will be subject to disciplinary action, up to and including termination. All overtime must be approved in advance by supervisors.

PROHIBITED ACTIONS

The following actions are prohibited and will be subject to disciplinary action. See the Section on Discipline and Appeal Procedure for more details on disciplinary actions.

- Employees using another employee's user ID/password to clock in or out for another employee.
- Clocking in or out, outside of work station/facility
- Any attempt to tamper with timekeeping software.
- Any time spent working while not

clocked in. UNREPORTED HOURS

All hours worked must be reported using the electronic timekeeping system. Employees must clock in before performing any work and are not permitted to clock out until all work has stopped. Any time spent working while not clocked in is strictly prohibited. Employees that under report or fail to report hours worked will be subject to disciplinary action, up to and including termination. Examples of working off the clock may include:

- Forgetting to clock in or out
- Voluntarily continuing to work at the end of regular working hours

- Taking work home to complete on the weekend or in the evening
- Checking/reading/reviewing work-related emails or listening to work-related voicemail messages while away from the office or workplace
- Answering phones, emails, or attending to customers while clocked out for a lunch break

Once clocked in, employees are responsible for working on appropriate City-related tasks, and when the workday is complete, employees are responsible for clocking out. With the exception of breaks, employees conducting personal business or simply not working while clocked in may be considered “riding the clock” and may be subject to disciplinary action, up to and including termination.

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Supervisors are required to submit time cards to Human Resources through the electronic timekeeping system by 10:00 AM on the day immediately following the last day of the pay period, unless a holiday falls on Monday, then the deadline will be Tuesday by 10:00 AM. Employees’ time cards that are not submitted by 12:00 PM on the day immediately following the last day of the pay period as noted above, will not be processed until the next pay period. Exceptions and changes must be fixed prior to approving the time card to Human Resources or they will not be made. It is highly recommended that supervisors check their employees’ leave requests and time entries weekly, if not daily, to avoid errors at the end of a pay period.

AGREEMENT BETWEEN
THE CITY OF CRETE, NEBRASKA
&
FRATERNAL ORDER OF POLICE, LODGE #74
~~July 1, 2020~~

For the period of:

October 1, 202~~0~~³ - September 30, 202~~1~~³

AGREEMENT

This Agreement by and between City of Crete, Nebraska (hereinafter referred to as "City" or "Employer") and Fraternal Order of Police Lodge No. 74 (hereinafter referred to as "Union or "FOP") is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for certain employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1 UNION RECOGNITION

Bargaining Unit. The Employer recognized the Union as the bargaining representative for all employees in the job classifications of: Sergeant, Patrol Sergeant and Officer, at the City of Crete Police Department, excluding the positions of Chief, Lieutenant, Captain, and Code Enforcement Officer, and Administrative Assistant~~Community Service Officer.~~

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

Section 2. Listing of Management Rights. The City reserves the right to operate and manage all operations of the City including the City Police Department and to direct the activities of the employees in the bargaining unit covered by this Agreement in accordance with the City of Crete Police Department Standard Operating Procedures as amended from time to time. The rights reserved by the City include, but are not limited to the right: (1) to plan, direct, control, reduce and terminate operations; (2) to determine the nature of services to be supplied and to determine the extent to which such services will be provided by its employees; (3) to determine the scheduling of service and the methods, processes and means of service; (4) to hire, select, assign (and prepare written job descriptions to document such assignments and to modify and amend such written job descriptions from time to time as may be necessary), appraise the performance of employees, transfer, or promote employees; (5) to promulgate and enforce reasonable rules; (6) to establish drug, alcohol and controlled substance testing in accordance with D.O.T. and/or City of Crete Policy; (7) to relieve employees from duty because of lack of work; and (8) to introduce any new or improved methods or facilities.

ARTICLE 3 WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. There shall be no lockouts, strikes, slowdowns, work stoppages or interferences with production, including sympathy strikes or boycotts, for any reason whatsoever during the period of this agreement. The Union and the Employer specifically acknowledge and agree to comply with the requirements of Neb. Rev. Stat. § 48-821 and agrees that

neither the Union nor any of its members in the bargaining unit will violate Neb. Rev. Stat. § 48-821.

Section 2. Union Obligations. The Union, its officers, agents and members agree to comply with all of the requirements of Neb. Rev. Stat. § 48-821. If any unauthorized activity in violation of Neb. Rev. Stat. §48-821 occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such activity in order to preserve the continuity and efficiency of the service provided by the Crete Police Department.

ARTICLE 4 NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin or political affiliation or any other prohibited basis under applicable local, state, and federal law.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. Union Membership. The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees to form, join or assist the Union or to refrain from any such activities.

ARTICLE 5 UNION DUES CHECKOFF

Section 1. In General. The City shall deduct monthly FOP dues from the pay of each Employee covered by this Agreement, provided at the time of such deduction there is in the possession of the City Clerk a current, unrevoked, written assignment, executed by the Employees in a form designed by the FOP. Dues deductions for new members shall begin the first full pay period following the submission of the form to the City Clerk. Such authorization may be revoked by the Employee at any time given written notice thereof to the City Clerk.

Section 2. Pay Periods. Such authorized deductions shall be made on the first two pay periods of each month and will within ten (10) days be remitted to the FOP account with notification to the designated FOP official. The FOP shall advise the City in writing of the name of such official.

Section 3. Continuation. Previously signed and unrevoked written authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.

Section 4. Deduction Authorization. If the City Clerk receives an Employee revocation or authorization on or before the eighth (8th) day of the first payroll period of the calendar month, no deduction will be made from that payroll period or subsequent payroll period. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made for subsequent payroll periods.

Section 5. Notice. At the time of the execution of the Agreement, the FOP shall advise the City in writing of the exact amount of the regular FOP dues utilizing a dollar or percentage figure. If at any time the FOP changes the dues amount, the FOP shall notify the City in writing and the new amount of dues shall begin the first pay period of the following month.

Section 6. Indemnification. The City shall not be liable for remittances of payment of any other sum than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as provided above, it shall make that deduction from the Employee's next pay period in which FOP dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the FOP, the City will deduct that amount from the next remittance to the FOP. The FOP agrees to indemnify and hold the City harmless against all claims, lawsuits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City, under the provisions of this Article.

ARTICLE 6 BULLETIN BOARD AND MEETING SPACE

Section 1. Bulletin Board Designation. The City shall permit the FOP to use one bulletin board, located in the entry room off of the garage, for posting FOP notices. Only the FOP President and his/her designee shall be permitted to post or remove notices. The FOP shall be permitted to keep two (2) file cabinets within the police facility, at the expense of the FOP. The file cabinets shall be clearly marked with their locations agreed upon by the Police Chief and FOP President.

Section 2. Bulletin Board Materials. Materials posted shall concern elections, meetings, reports and other official Union business or notices of social and recreational activities, but no material will be posted of a political nature; nor shall any material derogatory to the Employer or any other employees be posted. All material posted on the bulletin board shall either be on Union stationary or otherwise authenticated and shall be authorized on its face by an officer of the Union. No material may be posted on the bulletin board until it has been approved by the Chief of Police as having met the requirements of this section.

Section 3. Meeting Space. The Union shall be entitled to use the Crete Police Department meeting room in the basement of the Department to hold Union meetings on a reasonable basis, including meetings to discuss negotiations, if the Union provides the Chief of Police on a reasonable basis with a reasonable amount of notice. The Chief will not withhold use of the room unreasonably.

ARTICLE 7 FUNERAL LEAVE

Section 1. Benefit. In the event of a death in the immediate family of an employee covered by this Agreement, the Employer will grant time off with pay of three (3) days for making arrangements for and/or attendance at the funeral of such family member. The immediate family shall include the following persons: spouse, domestic partner, parents, step- parents, mother in-law, father in-law, children, step-children, [grandchildren](#), siblings, and brother-in-law and sister in-law. The term "domestic partner" shall be that person that qualifies as such under the definition of domestic partner currently codified in the Office of Personnel Management Regulations, 5 C.F.R. § 875.213.

In the event of a death in the secondary family of an employee covered by this Agreement, the Employer will grant time off with pay of one (1) day for making arrangements for and/or attendance at the funeral of such family member. The secondary family shall include the following persons: grandparents, ~~grandchildren~~, aunts, uncles, nieces and nephews.

Section 2. Verification. An employee must be on the current payroll as of the date of the death of the member of the immediate or secondary family in order to qualify for the benefit and must notify his supervisor not later than the first (1st) day of such absence.

When requested, the employee must furnish proof satisfactory to the City of the death, the relationship to the deceased, the date of the funeral, and/or the employee's actual attendance at such funeral.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. For purposes of this agreement, a contract grievance is defined as any dispute concerning the interpretation or application of a provision of this agreement. All other grievances shall follow City Policy as written on the date this contract is signed and adopted.

Section 2. The Union and any member of the bargaining unit shall be authorized to file a grievance. When the Employer receives a grievance filed by an Employee without the Union assistance, the Employee shall notify a designated Union representative. A Union representative shall have the right to be present at any discussion between the Employer and Employee regarding the grievance.

Section 3. Informal Step. The Union or Employee may initially discuss the grievance with the Chief of Police in order to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached, the following procedure shall be available to the Union or aggrieved Employee.

Step 1. The Union or any Employee shall file a grievance, in writing, to the City Administrator. Such grievance must be filed within ten (10) working days from the date the Grievant became aware of the event giving rise to the grievance or the grievance will be presumed to have been waived. The City Administrator will advise the Mayor and will respond, in writing, within ten (10) working days of receipt of the written grievance. The City Administrator, Union and Grievant may meet to discuss the grievance prior to the City Administrator making a decision.

Step 2. Within ten (10) working days after receiving the decision of the City Administrator on the grievance, the Union or Grievant, if still dissatisfied with such decision, may appeal the decision by presenting the grievance in written form to the City Council. The City Council shall respond in writing to the Grievant within ten (10) working days after receiving the grievance. The City Council's written response must include his reason(s) for the decision.

Step 3. Within thirty (30) calendar days after receiving the written decision by the City Council on the grievance, the Union or Grievant, if dissatisfied with such decision, may submit the grievance to a court of competent jurisdiction.

Section 4. The time limits provided for in this grievance procedure shall be strictly construed and the failure of any party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

Section 5. The Employer and the Union or Grievant, by mutual agreement in writing may extend time limits or waive any or all of the steps cited above.

ARTICLE 9 OVERTIME

Section 1. Overtime for Sergeants and Officers. Sergeants and Officers working beyond forty (40) hours in any one work week shall be paid overtime pay at a rate of one and one-half times the regular hourly rate of pay of such employee. The City reserves the right to enact the 207(k) exemption for law enforcement employees in the unit. In the event, the City implements 29 U.S.C. § 207 (k), Sergeants and Officers working beyond the hours specified by the City that are consistent with the parameters provided in 29 C.F.R. § 553.230 will be paid overtime at a rate of one and one-half times the regular hourly rate of pay of such employee. However, the City shall provide the FOP with a 60-day notice prior to any such implementation.

Section 2. Compensatory Time. The Employer shall maintain a compensatory time bank for each bargaining unit employee. At the end of the two week pay period, Employees shall denote on their time card what overtime hours they wish to have placed in Compensatory Time Bank, and which overtime hours are to be paid by payroll for that pay period. If there is no denotation on the time card, then all overtime hours will be paid out by payroll.

Section 3. Use. Any employee that has accrued compensatory time, shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency.

Section 4. Bank Maximum. The maximum amount of compensatory time which may be carried in any employee's compensatory time bank shall be 128 hours. Should the employee's Compensatory Time Bank reach its maximum accumulation, then all overtime hours shall be paid out by payroll until such time as the employee uses compensatory time to reduce the comp time bank amount. Upon termination of employment, the employee shall be paid for all compensatory time at the employee's current rate of pay.

Section 5. Hours Worked. During the term of this agreement, holiday hours will be treated as hours worked for the purposes of calculating overtime. Vacation hours, funeral leave hours, sick leave hours and compensatory time hours shall not be treated as hours worked for the purposes of calculating overtime.

ARTICLE 10 WAGES

Section 1. Wages.

A. Pay Grid. The pay grids to be utilized during the term of this Agreement are attached hereto as follows: See Appendix A.

All hourly wage amounts shall be included in any computations for overtime.

B. Placement. New employees may be placed at any step on the pay plan at the time of hire. If an employee is initially placed on a step that is higher than the initial step, the length of pay plan step shall remain the same as the pay plan provides. However, the probationary period for that employee shall be 6 months for an officer, and 4 months for a Sergeant. Promoted employees shall be placed on a step at the higher rank which is not less than 5% above their current rate of pay and will advance a step on the promotion anniversary.

C. Movement in Steps. Employees shall progress in the pay plan based on the years of service to the City. The first step for Officers shall last 6 months. Thereafter, all remaining steps shall last a maximum of 1 year. The first step for Sergeant if an outside hire shall be six months, the first step for an officer internally promoted to Sergeant shall be a probationary period which shall last 4 months. Thereafter, all remaining steps shall last a maximum of 1 year.

D. The Department Head, with the Administrator's approval, may advance an employee two (2) steps one time during the employee's tenure.

Section 2. Call Back Pay. Bargaining unit employees called back to work after completing their regular shift and being off duty before being called back to work shall be paid a minimum of two hours call back pay at one and one halftimes the regular rate of pay for that employee or one and one-half (1-1/2) times the actual hours worked, whichever is greater.

Employees required to work on a regularly scheduled day off shall be paid a minimum of two (2) hours at one and one-half (1-1/2) their regular rate of pay or one and one-half (1-1/2) times the actual hours worked, whichever is greater.

Section 3. Court Pay. Bargaining unit employees notified or subpoenaed to appear at court proceedings on a regularly scheduled day off or outside their regularly scheduled work hours, shall be paid a minimum of two hours' court pay at one and one-half times their regular rate of pay or one and one-half (1-1/2) times the actual hours worked, whichever is greater, if the employee is actually present in court or is already on their way to court from home. Bargaining unit employees who are notified or subpoenaed to appear at court proceedings on a regularly scheduled day when such proceedings run into or extend past their regularly scheduled shift, the employee shall be paid at a rate of one and one halftimes their regular rate of pay only for those hours before or after their regularly scheduled work time.

ARTICLE 11 VACATION

Section 1. Eligibility. All bargaining unit employees are eligible to accrue vacation benefits from the outset of employment. Probationary employees shall not be permitted to use vacation

without express permission from the Chief of Police.

Section 2. Benefit. The accrual rate for paid vacation to be made available to eligible employees, prorated biweekly, shall be:

A.	Start through Year 1	80 hours
B.	Year 2 through Year 4	82 hours
C.	Year 5 through Year 9	115 hours
D.	Year 10 through Year 14	128 hours
E.	Year 15 through Year 16	146 hours
F.	Year 17 through Year 19	156 hours
G.	Year 20 through Year 22	165 hours
H.	Year 23 through Year 24	170 hours
I.	Year 25 through Year 26	171 hours
J.	Year 27	172 hours
K.	Year 28 +	186 hours

Section 3. Usage. To accommodate scheduling requirements, eligible employees must request vacation time in advance, in writing as follows: seniority will apply when two (2) or more employees submit vacation requests at the same time. Once scheduled, employees will not be able to use rank or seniority to replace an employee already scheduled for vacation.

- A. Police Officers must obtain the approval of the Patrol Sergeant;
- B. Police Sergeants must obtain the approval of the Police Chief;

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is 281 hours. All hours above 281 shall be forfeited.

Section 5. Vacation Hours. Vacation hours are not considered as hours worked in the computation of overtime.

Section 6. Separation. Employees separating from employment due to resignation, dismissal, retirement or death will be paid 100% of all accrued but unused vacation pay, up to the maximum accumulation allowed as provided in Section 4 above.

ARTICLE 12 TUITION REIMBURSEMENT

Tuition reimbursement for continuing education will be available to all full-time employees after six (6) months of employment subject to the following guidelines, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties.;

Employees are required to receive approval from the Chief of Police and City Administrator to receive reimbursement. Employees shall complete a "Tuition Request Form".

Reimbursement shall include books, fees, and tuition cost only, based on the following scale:

A or B - 100%
C - 85%
D or F - 0%

ARTICLE 13 SICK LEAVE

Section 1. Qualifications. Sick leave shall be granted to employees in the bargaining unit for any of the following reasons:

- A. Personal illness or injury creating an incapacity to work.
- B. A quarantine of the employee in accordance with community health regulations.
- C. An appointment with a doctor or dentist.
- D. An illness, medical appointment, or condition of an immediate family member which requires the employee's presence. Immediate includes the employee's Mother, Father, Spouse, in-laws, Children, Brother, Sister, and Grandchildren.

Section 2. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment at the factored hourly equivalent of 8.25 hours per month of service.

Section 3. Maximum Accumulation. Bargaining unit employees may accumulate up to 99 1/2 hours of sick leave. Any sick leave accrued beyond that maximum level shall be forfeited.

Section 4. Notification. An employee on sick leave shall report to his/her supervisor whenever possible, at least one hour before the work shift when he or she will be absent. The employee shall keep the supervisor informed of his or her need for sick leave and anticipated date for return to work.

Section 5. Separation. Employees separating from employment due to resignation or dismissal will not receive any payout of sick leave hours upon separation of employment.

Employees separating due to retirement as defined by the City of Crete Police Pension Plan, or death will be paid fifty percent (50%) of accumulated sick leave. Upon the death of an employee, the employee's estate will be paid 50% of all unused sick leave regardless of years of service.

ARTICLE 14 HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits from their date of hire.

Section 2. Holidays. Bargaining unit employees will earn the number of holidays that are provided to the City of Crete employees at large, on the days that those holidays actually fall. (The pay shall be based on the number of hours the employee is ordinarily scheduled to work).

The following are the Holidays for all employees:

- New Year's Day, January 1
- Martin Luther King Jr. Day, Third Monday in January
- President's Day, Third Monday in February
- Spring Holiday, Monday after Easter
- Memorial Day, Last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day after Thanksgiving, Fourth Friday in November
- Christmas Eve, December 24 one half (1/2) day, ~~if it actually falls on a Monday through Friday. If it falls on a Saturday or Sunday then only those employees whose shift starts after midnight on that Saturday or Sunday, and who actually work that day, shall receive the 1/2 day of Holiday pay.~~
- Christmas Day, December 25

Section 3. Holiday Pay. Employees who are scheduled to work on holidays shall receive pay at one and one-half (1-1/2) times their regular rate for the hours worked in addition to the regular holiday pay received by all employees.

Section 4. Overtime. Holiday pay hours shall count as hours worked for the purposes of overtime.

Section 5. Flex/Comp Time. The City reserves the right to flex holidays. Employees may voluntarily flex holidays. Employees may place the flexed holiday benefit hours into their comp bank.

ARTICLE 15 HEALTH INSURANCE

~~A.~~ **Section 1.** The City agrees to provide single and family coverage health and life insurance benefits to permanent full-time employees in the bargaining unit pursuant to the City of Crete's health insurance program.

~~B.~~ **Section 2.** The City reserves the right to modify plan benefits, insurance carriers, third party administrators, and otherwise make changes and modifications in the health insurance benefits provided to employees in the bargaining unit during the life of this contract.

~~C.~~ **Section 3.** The City shall pay 85% of the premium for Family coverage; the employee shall pay 15% of the premium. The City shall pay 100% of the premium for single coverage.

ARTICLE 16 OTHER INSURANCE

Section 1. Dental Insurance. The City agrees to provide dental insurance coverage to

bargaining unit employees and their family provided ~~for~~ to City employees at large, but shall pay the same percentage of premiums that it pays for unit member's health care.

Section 2. Life Insurance. The City will provide life insurance coverage for bargaining unit employees of \$25,000 and the City agrees to pay 100% of the premium for such. The beneficiary shall be determined by the Employee. In the absence or death of the beneficiary, the full amount will be paid to the Employee's estate. Benefits will be paid for any on or off-duty death in which a policy benefit is paid.

Section 3. Vision Insurance. The City agrees to provide employees with the option for vision insurance with employees selecting such coverage to pay 100% of the cost through a payroll deduction.

Section 4. Short Term Disability. The City agrees that bargaining unit members shall be provided the short-term disability policy issued by an insurance company approved by the City Council to provide coverage for City employees. The weekly benefit provided by this policy is 66 2/3% of the average weekly wage or a weekly maximum of \$1,200.00, whichever is less.

Employees shall not be required to use vacation or compensatory time before accessing short term disability insurance coverage or during any period of time that one is receiving short term disability insurance coverage.

Section 5. Long Term Disability. The City agrees that bargaining unit members shall be provided the long-term disability policy issued by an insurance company approved by the City Council to provide coverage for City employees. The monthly benefit provided by this policy is 66 2/3% of the average monthly wage or a monthly maximum of \$4,000.00, whichever is less. Employees shall not be required to use vacation or compensatory time before accessing ~~longshort~~ term disability insurance coverage or during any period of time that one is receiving ~~longshort~~ term disability insurance coverage.

Section 6. Continuation of Benefits. The City agrees to continue paying all full-time employee benefits to include accumulation of vacation and sick leave, all health, dental and required life insurance premiums, as well as any other benefits set out in this agreement for a six (6) month period for any Employee who is off work due to an injury or illness covered under (a) Short Term Disability, (b) Long Term Disability or (c) while the Employee is on paid administrative leave. Thereafter, the City shall continue to pay 50% of the full-time employee benefits for a period of six (6) additional months. The City agrees to continue paying all full-time employee benefits to include accumulation of vacation and sick leave, all health, dental and required life insurance premiums, as well as any other benefits set out in this agreement for a twelve (12) month period for any Employee who is off work due to an injury or illness covered under Workers Compensation. The employee shall be entitled to use any available sick leave, vacation leave, or compensatory leave to supplement all pay and benefits to reach the 100% level of his or her pay and benefit levels. At all times, the employee will be responsible for their contributions to benefits and all voluntary policies that are paid through payroll deductions.

ARTICLE 17 LEAVES OF ABSENCE

Section 1. Family and Medical Leave. Eligible bargaining unit employees shall be provided leave under the FMLA and the City reserves the right to require employees to substitute paid leave for any unpaid leave provided under the FMLA. If required to substitute paid leave, the employee's sick leave will be expired first.

Section 2. Military Leave. The City agrees to provide military leave to bargaining unit employees in accordance with federal and state law.

ARTICLE 18 PROBATIONARY PERIOD

Section 1. All non-certified employees in the bargaining unit shall serve a probationary period of six (6) months from date of graduation from the Nebraska Law Enforcement Training Center not to exceed eighteen (18) months from time of hire. Certified officers shall serve a six (6) month probation from time of hire according to Article 10. During this period, an employee shall be subject to termination with or without cause, and without due process. Promoted employees shall serve a four (4) month probation.

Section 2. No probation period other than those outlined above may be instituted.

ARTICLE 19 UNIFORMS

Section 1. Benefit. All uniform and equipment items provided by the City shall remain the property of the City and must be returned to the City upon termination of employment. The City will be responsible for replacement of supplied uniform and equipment items if unserviceable due to normal wear or on-duty damage. All uniform and equipment items are subject to the approval of the Chief of Police.

Section 2. Uniforms. The City shall provide each employee with uniforms if the employee is required to wear a uniform. Uniform items shall include, but are not limited to: shirts, cargo pants, winter coat, baseball cap, rain jacket, nametags, and other insignia, as appropriate for position and rank, etc. The City shall also provide a badge of office to sworn officers.

Section 3. Equipment. The City shall provide each employee with the individual equipment necessary to perform their respective duties. Individual equipment items for sworn officers shall include, but are not limited to: a whistle, police baton, handcuffs, flashlight, a primary weapon (pistol), a patrol rifle, ammunition magazines, ammunition, body armor, belt, external vest carrier, etc. ~~The City shall make available to sworn officers one less-lethal shotgun in each primary patrol vehicle.~~ The City shall provide training ammunition as approved by the Chief of Police.

Section 4.2. Employee Obligation. The employee shall maintain uniforms and equipment items in good condition. The employee shall maintain a neat appearance. Upon separation from employment, each employee shall return all uniforms and equipment items provided by the City. The employee may be responsible for replacement of supplied uniform and equipment items if unserviceable for reasons other than normal wear or on-duty damage. The employee shall not wear any uniforms items while off-duty except as required to travel to or from work or as otherwise approved by the Chief of Police. The employee shall provide and maintain all black foot-wear (shoes

or boots as preferred by the employee) and all underwear (all visible underwear worn by sworn officers shall be black in color). Sworn officers who wish to carry a secondary pistol may do so at the consent of the Chief of Police and at their own expense.

ARTICLE 20 SENIORITY

Section 1. Seniority shall be based on continuous length of full-time service with the Crete Police Department without a break or interruption. The seniority of an employee is determined by the length of fulltime service computed in years, months and days from the beginning of his/her last continuous employment. Leaves of absence, leaves without pay, layoffs or suspensions for disciplinary reasons all for ninety (90) calendar days or less shall not constitute a break or interruption of service within the meaning of this section. Military Leave does not constitute a break or interruption of service with the Employer

Section 2. A list of Employees arranged in order of seniority shall be maintained and made available for examination by Employees. The list will be revised and updated at the end of each fiscal year.

Section 3. Where two (2) or more Employees in the same classification are appointed on the same date, their seniority standing shall be determined based on their placement on the hiring list.

ARTICLE 21 OUTSIDE EMPLOYMENT

Section 1. Employees shall be entitled to engage in outside employment provided the duties of the outside employment do no constitute a conflict of interest nor conflict with employee's performance of duties with the City and responsibility to the City. The Chief of Police shall decide whether a conflict of interest exists. Duties with the Employer and responsibility to the City shall take priority over outside employment.

Section 2. An employee must notify the Chief of Police, in writing of any request for outside employment. Failure to do so, could result in disciplinary action including the loss of permission for outside employment. Employees shall not wear or use the Employer's provided clothing or equipment, with the exception of bulletproof vests, during any outside employment without the written permission of the Chief of Police. All outside employment shall be governed by the Police Department Standard Operating Procedures.

Section 3. Employees shall be allowed to work up to twenty (20) hours a week at outside employment.

ARTICLE 22 REDUCTION IN FORCE AND RECALL

Section 1. In the event of a reduction of the work force, entry level probationary Employees shall be laid off first. All other Employees (including promotion probationary Employees) shall then be laid off by inverse seniority with the least senior Employee being laid off first. No regular

Employee shall be laid off while there are provisional, probationary, part-time, or seasonal Employees working in the same classification.

Section 2. When a layoff becomes necessary, the Employer will notify the FOP and individual in writing with as much notice as possible, but not less than thirty (30) days.

Section 3. An Employee whose position has been eliminated by such a reduction may request the Mayor to be considered for retention in another City position. The request shall be in writing, within ten (10) work days of the notice of the determination to eliminate the Employee's position.

Section 4. The names of Employees who have been laid off shall be placed on a recall list, maintained by the Employer. The Employer shall rehire in the reverse order of layoff, provided, such Employees are otherwise qualified to perform the duties of the position. No new Employees will be hired by the Employer as long as there are Employees laid off whom have seniority. Recall shall be a registered letter to the Employee's last known address. It shall be the Employee's responsibility to notify the Employer, in writing, of a change of address. If the Employee does not respond in fourteen (14) calendar days, or denies the recall, that Employee's name shall be deleted from the recall list.

Section 5. Employees who have been laid off shall have recall rights for two years from the date of their layoff.

Section 6. The Employer will make its best efforts to assist laid off Employees with maintaining their certifications while the employees are laid off.

ARTICLE 23 PERSONNEL FILES

Section 1. Each Employee shall, upon request, have the right to review his or her personnel file during regular business hours.

Section 2. No record of complaints, allegations, personnel action taken, or any disciplinary action pertaining to an Employee shall be kept by the Employer in any location other than the personnel file maintained by the Employer in any location other than the personnel file maintained by the City at City Hall.

No record of complaints determined to be unfounded or without merit will be kept in an employee's personnel file for more than 2 years from the date of the complaint.

ARTICLE 24 DISCIPLINE

All discipline will conform to the City of Crete Civil Service Commission Rules and Regulations and Civil Service Code as amended and approved when needed.

ARTICLE 25 SAVINGS CLAUSE

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions to this agreement shall remain in full force and effect for the duration of the agreement.

**ARTICLE 26
DURATION**

This agreement shall remain in full force and effect until a successor agreement is reached or a ruling is entered by the CIR setting the wages, benefits, and conditions of employment. The parties agree that during the term of this Agreement, neither party shall file a case to determine the propriety of the wages provided herein under the terms of Section 48-818 (a.k.a. a "wage case") in the Commission of Industrial Relations. Nothing in this language shall prohibit the parties from filing grievances, prosecuting those grievances through appeal to the appropriate court, or filing actions for breach of contract, or filing prohibited practice or representation actions in the Commission of Industrial Relations.

FRATERNAL ORDER OF POLICE, LODGE #74

CITY OF CRETE, NEBRASKA

President

Mayor

Date

Date

Secretary

City Clerk

Date

Date

APPENDIX A
HOURLY WAGE RATES AND INCREASES

<u>Officers</u>							
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>\$26.00</u>	<u>\$27.04</u>	<u>\$28.12</u>	<u>\$29.25</u>	<u>\$30.42</u>	<u>\$31.63</u>	<u>\$32.90</u>	<u>\$34.21</u>

<u>Sergeants</u>							
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>\$31.00</u>	<u>\$31.93</u>	<u>\$32.89</u>	<u>\$33.87</u>	<u>\$34.89</u>	<u>\$35.94</u>	<u>\$37.02</u>	<u>\$38.13</u>

A total wage increase of 8% for the contract term, based on the results of the fiscal year 2020 City Sales Tax and Property Tax receipts in respect to the budgeted amount and in accordance with the following schedule:

~~October 1, 2020 – September 30, 2021 ("FY21")~~

~~Negative 2% or greater differential in budget: 1% increase
Negative 1.99% or less differential in budget: 2% increase~~

~~October 1, 2021 – September 30, 2022~~

~~If FY21 is 1% increase: 3.5% increase~~

~~If FY21 is 2% increase: 2.5% increase~~

~~October 1, 2022 – September 30, 2023~~

~~3.5% increase~~

AGREEMENT BETWEEN
THE CITY OF CRETE, NEBRASKA
&
FRATERNAL ORDER OF POLICE, LODGE #74

For the period of:
October 1, 2023 - September 30, 2024

AGREEMENT

This Agreement by and between City of Crete, Nebraska (hereinafter referred to as "City" or "Employer") and Fraternal Order of Police Lodge No. 74 (hereinafter referred to as "Union or "FOP") is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for certain employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1 UNION RECOGNITION

Bargaining Unit. The Employer recognized the Union as the bargaining representative for all employees in the job classifications of: Sergeant, Patrol Sergeant and Officer, at the City of Crete Police Department, excluding the positions of Chief, Lieutenant, Captain, Code Enforcement Officer, and Administrative Assistant.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

Section 2. Listing of Management Rights. The City reserves the right to operate and manage all operations of the City including the City Police Department and to direct the activities of the employees in the bargaining unit covered by this Agreement in accordance with the City of Crete Police Department Standard Operating Procedures as amended from time to time. The rights reserved by the City include, but are not limited to the right: (1) to plan, direct, control, reduce and terminate operations; (2) to determine the nature of services to be supplied and to determine the extent to which such services will be provided by its employees; (3) to determine the scheduling of service and the methods, processes and means of service; (4) to hire, select, assign (and prepare written job descriptions to document such assignments and to modify and amend such written job descriptions from time to time as may be necessary), appraise the performance of employees, transfer, or promote employees; (5) to promulgate and enforce reasonable rules; (6) to establish drug, alcohol and controlled substance testing in accordance with D.O.T. and/or City of Crete Policy; (7) to relieve employees from duty because of lack of work; and (8) to introduce any new or improved methods or facilities.

ARTICLE 3 WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. There shall be no lockouts, strikes, slowdowns, work stoppages or interferences with production, including sympathy strikes or boycotts, for any reason whatsoever during the period of this agreement. The Union and the Employer specifically acknowledge and agree to comply with the requirements of Neb. Rev. Stat. § 48-821 and agrees that

neither the Union nor any of its members in the bargaining unit will violate Neb. Rev. Stat. § 48-821.

Section 2. Union Obligations. The Union, its officers, agents and members agree to comply with all of the requirements of Neb. Rev. Stat. § 48-821. If any unauthorized activity in violation of Neb. Rev. Stat. §48-821 occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such activity in order to preserve the continuity and efficiency of the service provided by the Crete Police Department.

ARTICLE 4 NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin or political affiliation or any other prohibited basis under applicable local, state, and federal law.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. Union Membership. The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees to form, join or assist the Union or to refrain from any such activities.

ARTICLE 5 UNION DUES CHECKOFF

Section 1. In General. The City shall deduct monthly FOP dues from the pay of each Employee covered by this Agreement, provided at the time of such deduction there is in the possession of the City Clerk a current, unrevoked, written assignment, executed by the Employees in a form designed by the FOP. Dues deductions for new members shall begin the first full pay period following the submission of the form to the City Clerk. Such authorization may be revoked by the Employee at any time given written notice thereof to the City Clerk.

Section 2. Pay Periods. Such authorized deductions shall be made on the first two pay periods of each month and will within ten (10) days be remitted to the FOP account with notification to the designated FOP official. The FOP shall advise the City in writing of the name of such official.

Section 3. Continuation. Previously signed and unrevoked written authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.

Section 4. Deduction Authorization. If the City Clerk receives an Employee revocation or authorization on or before the eighth (8th) day of the first payroll period of the calendar month, no deduction will be made from that payroll period or subsequent payroll period. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made for subsequent payroll periods.

Section 5. Notice. At the time of the execution of the Agreement, the FOP shall advise the City in writing of the exact amount of the regular FOP dues utilizing a dollar or percentage figure. If at any time the FOP changes the dues amount, the FOP shall notify the City in writing and the new amount of dues shall begin the first pay period of the following month.

Section 6. Indemnification. The City shall not be liable for remittances of payment of any other sum than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as provided above, it shall make that deduction from the Employee's next pay period in which FOP dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the FOP, the City will deduct that amount from the next remittance to the FOP. The FOP agrees to indemnify and hold the City harmless against all claims, lawsuits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City, under the provisions of this Article.

ARTICLE 6 BULLETIN BOARD AND MEETING SPACE

Section 1. Bulletin Board Designation. The City shall permit the FOP to use one bulletin board, located in the entry room off of the garage, for posting FOP notices. Only the FOP President and his/her designee shall be permitted to post or remove notices. The FOP shall be permitted to keep two (2) file cabinets within the police facility, at the expense of the FOP. The file cabinets shall be clearly marked with their locations agreed upon by the Police Chief and FOP President.

Section 2. Bulletin Board Materials. Materials posted shall concern elections, meetings, reports and other official Union business or notices of social and recreational activities, but no material will be posted of a political nature; nor shall any material derogatory to the Employer or any other employees be posted. All material posted on the bulletin board shall either be on Union stationary or otherwise authenticated and shall be authorized on its face by an officer of the Union. No material may be posted on the bulletin board until it has been approved by the Chief of Police as having met the requirements of this section.

Section 3. Meeting Space. The Union shall be entitled to use the Crete Police Department meeting room in the basement of the Department to hold Union meetings on a reasonable basis, including meetings to discuss negotiations, if the Union provides the Chief of Police on a reasonable basis with a reasonable amount of notice. The Chief will not withhold use of the room unreasonably.

ARTICLE 7 FUNERAL LEAVE

Section 1. Benefit. In the event of a death in the immediate family of an employee covered by this Agreement, the Employer will grant time off with pay of three (3) days for making arrangements for and/or attendance at the funeral of such family member. The immediate family shall include the following persons: spouse, domestic partner, parents, step- parents, mother in-law, father in-law, children, step-children, grandchildren, siblings, and brother-in-law and sister in-law. The term "domestic partner" shall be that person that qualifies as such under the definition of domestic partner currently codified in the Office of Personnel Management Regulations, 5 C.F.R. § 875.213.

In the event of a death in the secondary family of an employee covered by this Agreement, the Employer will grant time off with pay of one (1) day for making arrangements for and/or attendance at the funeral of such family member. The secondary family shall include the following persons: grandparents, aunts, uncles, nieces and nephews.

Section 2. Verification. An employee must be on the current payroll as of the date of the death of the member of the immediate or secondary family in order to qualify for the benefit and must notify his supervisor not later than the first (1st) day of such absence.

When requested, the employee must furnish proof satisfactory to the City of the death, the relationship to the deceased, the date of the funeral, and/or the employee's actual attendance at such funeral.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. For purposes of this agreement, a contract grievance is defined as any dispute concerning the interpretation or application of a provision of this agreement. All other grievances shall follow City Policy as written on the date this contract is signed and adopted.

Section 2. The Union and any member of the bargaining unit shall be authorized to file a grievance. When the Employer receives a grievance filed by an Employee without the Union assistance, the Employee shall notify a designated Union representative. A Union representative shall have the right to be present at any discussion between the Employer and Employee regarding the grievance.

Section 3. Informal Step. The Union or Employee may initially discuss the grievance with the Chief of Police in order to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached, the following procedure shall be available to the Union or aggrieved Employee.

Step 1. The Union or any Employee shall file a grievance, in writing, to the City Administrator. Such grievance must be filed within ten (10) working days from the date the Grievant became aware of the event giving rise to the grievance or the grievance will be presumed to have been waived. The City Administrator will advise the Mayor and will respond, in writing, within ten (10) working days of receipt of the written grievance. The City Administrator, Union and Grievant may meet to discuss the grievance prior to the City Administrator making a decision.

Step 2. Within ten (10) working days after receiving the decision of the City Administrator on the grievance, the Union or Grievant, if still dissatisfied with such decision, may appeal the decision by presenting the grievance in written form to the City Council. The City Council shall respond in writing to the Grievant within ten (10) working days after receiving the grievance. The City Council's written response must include his reason(s) for the decision.

Step 3. Within thirty (30) calendar days after receiving the written decision by the City Council on the grievance, the Union or Grievant, if dissatisfied with such decision, may submit the grievance to a court of competent jurisdiction.

Section 4. The time limits provided for in this grievance procedure shall be strictly construed and the failure of any party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

Section 5. The Employer and the Union or Grievant, by mutual agreement in writing may extend time limits or waive any or all of the steps cited above.

ARTICLE 9 OVERTIME

Section 1. Overtime for Sergeants and Officers. Sergeants and Officers working beyond forty (40) hours in any one work week shall be paid overtime pay at a rate of one and one-half times the regular hourly rate of pay of such employee. The City reserves the right to enact the 207(k) exemption for law enforcement employees in the unit. In the event, the City implements 29 U.S.C. § 207 (k), Sergeants and Officers working beyond the hours specified by the City that are consistent with the parameters provided in 29 C.F.R. § 553.230 will be paid overtime at a rate of one and one-half times the regular hourly rate of pay of such employee. However, the City shall provide the FOP with a 60-day notice prior to any such implementation.

Section 2. Compensatory Time. The Employer shall maintain a compensatory time bank for each bargaining unit employee. At the end of the two week pay period, Employees shall denote on their time card what overtime hours they wish to have placed in Compensatory Time Bank, and which overtime hours are to be paid by payroll for that pay period. If there is no denotation on the time card, then all overtime hours will be paid out by payroll.

Section 3. Use. Any employee that has accrued compensatory time, shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency.

Section 4. Bank Maximum. The maximum amount of compensatory time which may be carried in any employee's compensatory time bank shall be 128 hours. Should the employee's Compensatory Time Bank reach its maximum accumulation, then all overtime hours shall be paid out by payroll until such time as the employee uses compensatory time to reduce the comp time bank amount. Upon termination of employment, the employee shall be paid for all compensatory time at the employee's current rate of pay.

Section 5. Hours Worked. During the term of this agreement, holiday hours will be treated as hours worked for the purposes of calculating overtime. Vacation hours, funeral leave hours, sick leave hours and compensatory time hours shall not be treated as hours worked for the purposes of calculating overtime.

ARTICLE 10 WAGES

Section 1. Wages.

A. Pay Grid. The pay grids to be utilized during the term of this Agreement are attached hereto as Appendix A.

All hourly wage amounts shall be included in any computations for overtime.

B. Placement. New employees may be placed at any step on the pay plan at the time of hire. If an employee is initially placed on a step that is higher than the initial step, the length of pay plan step shall remain the same as the pay plan provides. However, the probationary period for that employee shall be 6 months for an officer, and 4 months for a Sergeant. Promoted employees shall be placed on a step at the higher rank which is not less than 5% above their current rate of pay and will advance a step on the promotion anniversary.

C. Movement in Steps. Employees shall progress in the pay plan based on the years of service to the City. The first step for Officers shall last 6 months. Thereafter, all remaining steps shall last a maximum of 1 year. The first step for Sergeant if an outside hire shall be six months, the first step for an officer internally promoted to Sergeant shall be a probationary period which shall last 4 months. Thereafter, all remaining steps shall last a maximum of 1 year.

D. The Department Head, with the Administrator's approval, may advance an employee two (2) steps one time during the employee's tenure.

Section 2. Call Back Pay. Bargaining unit employees called back to work after completing their regular shift and being off duty before being called back to work shall be paid a minimum of two hours call back pay at one and one halftimes the regular rate of pay for that employee or one and one-half (1-1/2) times the actual hours worked, whichever is greater.

Employees required to work on a regularly scheduled day off shall be paid a minimum of two (2) hours at one and one-half (1-1/2) their regular rate of pay or one and one-half (1-1/2) times the actual hours worked, whichever is greater.

Section 3. Court Pay. Bargaining unit employees notified or subpoenaed to appear at court proceedings on a regularly scheduled day off or outside their regularly scheduled work hours, shall be paid a minimum of two hours' court pay at one and one-half times their regular rate of pay or one and one-half (1-1/2) times the actual hours worked, whichever is greater, if the employee is actually present in court or is already on their way to court from home. Bargaining unit employees who are notified or subpoenaed to appear at court proceedings on a regularly scheduled day when such proceedings run into or extend past their regularly scheduled shift, the employee shall be paid at a rate of one and one halftimes their regular rate of pay only for those hours before or after their regularly scheduled work time.

ARTICLE 11 VACATION

Section 1. Eligibility. All bargaining unit employees are eligible to accrue vacation benefits from the outset of employment. Probationary employees shall not be permitted to use vacation

without express permission from the Chief of Police.

Section 2. Benefit. The accrual rate for paid vacation to be made available to eligible employees, prorated biweekly, shall be:

A.	Start through Year 1	80 hours
B.	Year 2 through Year 4	82 hours
C.	Year 5 through Year 9	115 hours
D.	Year 10 through Year 14	128 hours
E.	Year 15 through Year 16	146 hours
F.	Year 17 through Year 19	156 hours
G.	Year 20 through Year 22	165 hours
H.	Year 23 through Year 24	170 hours
I.	Year 25 through Year 26	171 hours
J.	Year 27	172 hours
K.	Year 28 +	186 hours

Section 3. Usage. To accommodate scheduling requirements, eligible employees must request vacation time in advance, in writing as follows: seniority will apply when two (2) or more employees submit vacation requests at the same time. Once scheduled, employees will not be able to use rank or seniority to replace an employee already scheduled for vacation.

- A. Police Officers must obtain the approval of the Patrol Sergeant;
- B. Police Sergeants must obtain the approval of the Police Chief;

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is 281 hours. All hours above 281 shall be forfeited.

Section 5. Vacation Hours. Vacation hours are not considered as hours worked in the computation of overtime.

Section 6. Separation. Employees separating from employment due to resignation, dismissal, retirement or death will be paid 100% of all accrued but unused vacation pay, up to the maximum accumulation allowed as provided in Section 4 above.

ARTICLE 12 TUITION REIMBURSEMENT

Tuition reimbursement for continuing education will be available to all full-time employees after six (6) months of employment subject to the following guidelines, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties.

Employees are required to receive approval from the Chief of Police and City Administrator to receive reimbursement. Employees shall complete a "Tuition Request Form".

Reimbursement shall include books, fees, and tuition cost only, based on the following scale:

- A or B - 100%
- C - 85%
- D or F - 0%

ARTICLE 13 SICK LEAVE

Section 1. Qualifications. Sick leave shall be granted to employees in the bargaining unit for any of the following reasons:

- A. Personal illness or injury creating an incapacity to work.
- B. A quarantine of the employee in accordance with community health regulations.
- C. An appointment with a doctor or dentist.
- D. An illness, medical appointment, or condition of an immediate family member which requires the employee's presence. Immediate includes the employee's Mother, Father, Spouse, in-laws, Children, Brother, Sister, and Grandchildren.

Section 2. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment at the factored hourly equivalent of 8.25 hours per month of service.

Section 3. Maximum Accumulation. Bargaining unit employees may accumulate up to 99 1 hours of sick leave. Any sick leave accrued beyond that maximum level shall be forfeited.

Section 4. Notification. An employee on sick leave shall report to his/her supervisor whenever possible, at least one hour before the work shift when he or she will be absent. The employee shall keep the supervisor informed of his or her need for sick leave and anticipated date for return to work.

Section 5. Separation. Employees separating from employment due to resignation or dismissal will not receive any payout of sick leave hours upon separation of employment.

Employees separating due to retirement as defined by the City of Crete Police Pension Plan, or death will be paid fifty percent (50%) of accumulated sick leave. Upon the death of an employee, the employee's estate will be paid 50% of all unused sick leave regardless of years of service.

ARTICLE 14 HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits from their date of hire.

Section 2. Holidays. Bargaining unit employees will earn the number of holidays that are provided to the City of Crete employees at large, on the days that those holidays actually fall. (The pay shall be based on the number of hours the employee is ordinarily scheduled to work).

The following are the Holidays for all employees:

- New Year's Day, January 1
- Martin Luther King Jr. Day, Third Monday in January
- President's Day, Third Monday in February
- Spring Holiday, Monday after Easter
- Memorial Day, Last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day after Thanksgiving, Fourth Friday in November
- Christmas Eve, December 24 one half (1/2) day
- Christmas Day, December 25

Section 3. Holiday Pay. Employees who are scheduled to work on holidays shall receive pay at one and one-half (1-1/2) times their regular rate for the hours worked in addition to the regular holiday pay received by all employees.

Section 4. Overtime. Holiday pay hours shall count as hours worked for the purposes of overtime.

Section 5. Flex/Comp Time. The City reserves the right to flex holidays. Employees may voluntarily flex holidays. Employees may place the flexed holiday benefit hours into their comp bank.

ARTICLE 15 HEALTH INSURANCE

Section 1. The City agrees to provide single and family coverage health and life insurance benefits to permanent full-time employees in the bargaining unit pursuant to the City of Crete's health insurance program.

Section 2. The City reserves the right to modify plan benefits, insurance carriers, third party administrators, and otherwise make changes and modifications in the health insurance benefits provided to employees in the bargaining unit during the life of this contract.

Section 3. The City shall pay 85% of the premium for Family coverage; the employee shall pay 15% of the premium. The City shall pay 100% of the premium for single coverage.

ARTICLE 16 OTHER INSURANCE

Section 1. Dental Insurance. The City agrees to provide dental insurance coverage to bargaining unit employees and their family provided to City employees at large, but shall pay the same percentage of premiums that it pays for unit member's health care.

Section 2. Life Insurance. The City will provide life insurance coverage for bargaining unit employees of \$25,000 and the City agrees to pay 100% of the premium for such. The beneficiary shall be determined by the Employee. In the absence or death of the beneficiary, the full amount will be paid to the Employee's estate. Benefits will be paid for any on or off-duty death in which a policy benefit is paid.

Section 3. Vision Insurance. The City agrees to provide employees with the option for vision insurance with employees selecting such coverage to pay 100% of the cost through a payroll deduction.

Section 4. Short Term Disability. The City agrees that bargaining unit members shall be provided the short-term disability policy issued by an insurance company approved by the City Council to provide coverage for City employees. The weekly benefit provided by this policy is 66 2/3% of the average weekly wage or a weekly maximum of \$1,200.00, whichever is less.

Employees shall not be required to use vacation or compensatory time before accessing short term disability insurance coverage or during any period of time that one is receiving short term disability insurance coverage.

Section 5. Long Term Disability. The City agrees that bargaining unit members shall be provided the long-term disability policy issued by an insurance company approved by the City Council to provide coverage for City employees. The monthly benefit provided by this policy is 66 2/3% of the average monthly wage or a monthly maximum of \$4,000.00, whichever is less. Employees shall not be required to use vacation or compensatory time before accessing long term disability insurance coverage or during any period of time that one is receiving long term disability insurance coverage.

Section 6. Continuation of Benefits. The City agrees to continue paying all full-time employee benefits to include accumulation of vacation and sick leave, all health, dental and required life insurance premiums, as well as any other benefits set out in this agreement for a six (6) month period for any Employee who is off work due to an injury or illness covered under (a) Short Term Disability, (b) Long Term Disability or (c) while the Employee is on paid administrative leave. Thereafter, the City shall continue to pay 50% of the full-time employee benefits for a period of six (6) additional months. The City agrees to continue paying all full-time employee benefits to include accumulation of vacation and sick leave, all health, dental and required life insurance premiums, as well as any other benefits set out in this agreement for a twelve (12) month period for any Employee who is off work due to an injury or illness covered under Workers Compensation. The employee shall be entitled to use any available sick leave, vacation leave, or compensatory leave to supplement all pay and benefits to reach the 100% level of his or her pay and benefit levels. At all times, the employee will be responsible for their contributions to benefits and all voluntary policies that are paid through payroll deductions.

ARTICLE 17 LEAVES OF ABSENCE

Section 1. Family and Medical Leave. Eligible bargaining unit employees shall be provided leave under the FMLA and the City reserves the right to require employees to substitute paid leave for any unpaid leave provided under the FMLA. If required to substitute paid leave, the employee's

sick leave will be expired first.

Section 2. Military Leave. The City agrees to provide military leave to bargaining unit employees in accordance with federal and state law.

ARTICLE 18 PROBATIONARY PERIOD

Section 1. All non-certified employees in the bargaining unit shall serve a probationary period of six (6) months from date of graduation from the Nebraska Law Enforcement Training Center not to exceed eighteen (18) months from time of hire. Certified officers shall serve a six (6) month probation from time of hire according to Article 10. During this period, an employee shall be subject to termination with or without cause, and without due process. Promoted employees shall serve a four (4) month probation.

Section 2. No probation period other than those outlined above may be instituted.

ARTICLE 19 UNIFORMS

Section 1. Benefit. All uniform and equipment items provided by the City shall remain the property of the City and must be returned to the City upon termination of employment. The City will be responsible for replacement of supplied uniform and equipment items if unserviceable due to normal wear or on-duty damage. All uniform and equipment items are subject to the approval of the Chief of Police.

Section 2. Uniforms. The City shall provide each employee with uniforms if the employee is required to wear a uniform. Uniform items shall include, but are not limited to: shirts, cargo pants, winter coat, baseball cap, rain jacket, nametags, and other insignia, as appropriate for position and rank, etc. The City shall also provide a badge of office to sworn officers.

Section 3. Equipment. The City shall provide each employee with the individual equipment necessary to perform their respective duties. Individual equipment items for sworn officers shall include, but are not limited to: a whistle, police baton, handcuffs, flashlight, a primary weapon (pistol), a patrol rifle, ammunition magazines, ammunition, body armor, belt, external vest carrier, etc. The City shall provide training ammunition as approved by the Chief of Police.

Section 4. Employee Obligation. The employee shall maintain uniforms and equipment items in good condition. The employee shall maintain a neat appearance. Upon separation from employment, each employee shall return all uniforms and equipment items provided by the City. The employee may be responsible for replacement of supplied uniform and equipment items if unserviceable for reasons other than normal wear or on-duty damage. The employee shall not wear any uniforms items while off-duty except as required to travel to or from work or as otherwise approved by the Chief of Police. The employee shall provide and maintain all black footwear (shoes or boots as preferred by the employee) and all underwear (all visible underwear worn by sworn officers shall be black in color). Sworn officers who wish to carry a secondary pistol may do so at the consent of the Chief of Police and at their own expense.

ARTICLE 20 SENIORITY

Section 1. Seniority shall be based on continuous length of full-time service with the Crete Police Department without a break or interruption. The seniority of an employee is determined by the length of fulltime service computed in years, months and days from the beginning of his/her last continuous employment. Leaves of absence, leaves without pay, layoffs or suspensions for disciplinary reasons all for ninety (90) calendar days or less shall not constitute a break or interruption of service within the meaning of this section. Military Leave does not constitute a break or interruption of service with the Employer

Section 2. A list of Employees arranged in order of seniority shall be maintained and made available for examination by Employees. The list will be revised and updated at the end of each fiscal year.

Section 3. Where two (2) or more Employees in the same classification are appointed on the same date, their seniority standing shall be determined based on their placement on the hiring list.

ARTICLE 21 OUTSIDE EMPLOYMENT

Section 1. Employees shall be entitled to engage in outside employment provided the duties of the outside employment do no constitute a conflict of interest nor conflict with employee's performance of duties with the City and responsibility to the City. The Chief of Police shall decide whether a conflict of interest exists. Duties with the Employer and responsibility to the City shall take priority over outside employment.

Section 2. An employee must notify the Chief of Police, in writing of any request for outside employment. Failure to do so, could result in disciplinary action including the loss of permission for outside employment. Employees shall not wear or use the Employer's provided clothing or equipment, with the exception of bulletproof vests, during any outside employment without the written permission of the Chief of Police. All outside employment shall be governed by the Police Department Standard Operating Procedures.

Section 3. Employees shall be allowed to work up to twenty (20) hours a week at outside employment.

ARTICLE 22 REDUCTION IN FORCE AND RECALL

Section 1. In the event of a reduction of the work force, entry level probationary Employees shall be laid off first. All other Employees shall then be laid off by inverse seniority with the least senior Employee being laid off first. No regular Employee shall be laid off while there are provisional, probationary, part-time, or seasonal Employees working in the same classification.

Section 2. When a layoff becomes necessary, the Employer will notify the FOP and individual in writing with as much notice as possible, but not less than thirty (30) days.

Section 3. An Employee whose position has been eliminated by such a reduction may request the Mayor to be considered for retention in another City position. The request shall be in writing, within ten (10) work days of the notice of the determination to eliminate the Employee's position.

Section 4. The names of Employees who have been laid off shall be placed on a recall list, maintained by the Employer. The Employer shall rehire in the reverse order of layoff, provided, such Employees are otherwise qualified to perform the duties of the position. No new Employees will be hired by the Employer as long as there are Employees laid off whom have seniority. Recall shall be a registered letter to the Employee's last known address. It shall be the Employee's responsibility to notify the Employer, in writing, of a change of address. If the Employee does not respond in fourteen (14) calendar days, or denies the recall, that Employee's name shall be deleted from the recall list.

Section 5. Employees who have been laid off shall have recall rights for two years from the date of their layoff.

Section 6. The Employer will make its best efforts to assist laid off Employees with maintaining their certifications while the employees are laid off.

ARTICLE 23 PERSONNEL FILES

Section 1. Each Employee shall, upon request, have the right to review his or her personnel file during regular business hours.

Section 2. No record of complaints, allegations, personnel action taken, or any disciplinary action pertaining to an Employee shall be kept by the Employer in any location other than the personnel file maintained by the Employer in any location other than the personnel file maintained by the City at City Hall.

No record of complaints determined to be unfounded or without merit will be kept in an employee's personnel file for more than 2 years from the date of the complaint.

ARTICLE 24 DISCIPLINE

All discipline will conform to the City of Crete Civil Service Commission Rules and Regulations and Civil Service Code as amended and approved when needed.

ARTICLE 25 SAVINGS CLAUSE

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions to this agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE 26

DURATION

This agreement shall remain in full force and effect until a successor agreement is reached or a ruling is entered by the CIR setting the wages, benefits, and conditions of employment. The parties agree that during the term of this Agreement, neither party shall file a case to determine the propriety of the wages provided herein under the terms of Section 48-818 (a.k.a. a "wage case") in the Commission of Industrial Relations. Nothing in this language shall prohibit the parties from filing grievances, prosecuting those grievances through appeal to the appropriate court, or filing actions for breach of contract, or filing prohibited practice or representation actions in the Commission of Industrial Relations.

FRATERNAL ORDER OF POLICE, LODGE #74

CITY OF CRETE, NEBRASKA

President

Mayor

Date

Date

Secretary

City Clerk

Date

Date

**APPENDIX A
HOURLY WAGE RATES**

Officers							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$26.00	\$27.04	\$28.12	\$29.25	\$30.42	\$31.63	\$32.90	\$34.21

Sergeants							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$31.00	\$31.93	\$32.89	\$33.87	\$34.89	\$35.94	\$37.02	\$38.13

4874-2820-6718, v. 1

Reconnecting Communities and Neighborhoods (RCN) Program Overview

Provides funds for:

- Restoring community connectivity through the removal, retrofit, mitigation or replacement of highways, roadways, or other infrastructure facilities that create barriers to mobility, access or economic development.
- A total of \$1 billion in grant funding is available through the RCP Program for FY 2022-26 for planning, construction and technical assistance.
- The primary goal of the RCP Program is to advance and support reconnection of communities divided by transportation infrastructure-with a priority on helping disadvantaged communities improve access to daily needs (jobs, schools, healthcare, grocery stores, and recreation).

Award Amounts:

- Planning Grants: No more than \$2 Million
- Capital Construction Grants: No less than \$5M
- Cost Sharing: Total Federal Assistance may not exceed 80% for standard grants and 100% for Disadvantaged Communities.

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Transmittal #: 82
Date: 8/3/2023
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR #009: Paint Phase 2 X-Bracing

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via the following items:
 - Shop drawings
 - Prints
 - Plans
 - Samples
 - Copy of letter
 - Change order
 - Specifications
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	8/3/23	COR #009	Paint Phase 2 X-Bracing

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit ___ copies for approval
- Submit ___ copies for distribution
- Return ___ corrected prints

Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Number: COR #009
Date: 8/3/23
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Paint Phase 2 X-Bracing

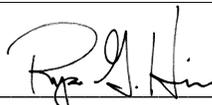
We are pleased to offer the following specifications and pricing to make the following changes:
Cost to paint the X-Bracing over the Phase 2 seating area.

The total amount to provide this work is \$1,237.00
(Please refer to attached sheet for details.)

Please note that KINGERY CONSTRUCTION CO. will require an extra 2 days.

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

Architect  Date 2023_09-01
Owner _____ Date _____

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR #009 Price Breakdown
Continuation Sheet**

Description: Paint Phase 2 X-Bracing

Description	Labor	Material	Equipment	Subcontract	Other	Price
Cornhusker Painting				\$975.00		\$975.00
PROJECT SUPERINTENDENT	\$170.00					\$170.00
					Subtotal:	\$1,145.00
			Fee	\$1,145.00	8.03%	\$92.00
					Total:	\$1,237.00

Cornhusker Painting & Powerwashing

1418 S.20th

Lincoln,NE 68502

Phone:402-560-9262

Date: 7/31/23

Customer Named: Kingery Construction

attn: Mark Riley

Subject: Request for Change Order on Project phase 2

work: painting of x-bracing/joist hangers

16hr x \$50= \$800

5 gal of dryfall paint= \$175

total: \$975

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Transmittal #: 86
Date: 8/8/2023
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR #010: Change to Column Pads per ASI #2

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via the following items:
 - Shop drawings
 - Prints
 - Plans
 - Samples
 - Copy of letter
 - Change order
 - Specifications
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	8/8/23	COR #010	Change to Column Pads per ASI #2

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- Submit ___ copies for distribution
- Return ___ corrected prints

Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Number: COR #010
Date: 8/8/23
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Change to Column Pads per ASI #2

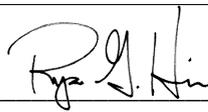
We are pleased to offer the following specifications and pricing to make the following changes:
Cost increase to pour the two column pads at the north wall to allow for the steel to be set prior to the floor slab being installed. The original design was to pour this as a thickened slab. This was not going to work with the sequence of tasks.

The total amount to provide this work is \$2,020.00
(Please refer to attached sheet for details.)

Please note that KINGERY CONSTRUCTION CO. will require an extra 2 days.

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

Architect  Date 2023_09-01
Owner _____ Date _____

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR #010 Price Breakdown
Continuation Sheet**

Description: Change to Column Pads per ASI #2

Description	Labor	Material	Equipment	Subcontract	Other	Price
Ott Concrete				\$1,700.00		\$1,700.00
PROJECT SUPERINTENDENT	\$170.00					\$170.00
					Subtotal:	\$1,870.00
			Fee	\$1,870.00	8.02%	\$150.00
					Total:	\$2,020.00



189 W Burlington RD
 Aurora, NE 68818
 402-694-6761
 189 Burlington Rd
 Aurora, NE 68818
 (402) 631-7119
 chad@ottconcrete.com

Invoice

Date	Invoice #
8/1/2023	C615.2053

Bill To
Kingery Construction 201 N 46th Street Lincoln, Ne 68503 Attn : Mark Riley

P.O. No.	Terms	Due Date
	Net 15	8/16/2023

Item	Description	Qty	U/M	Rate	Total
Column Pad Fo...	Revised Change Order Invoice For Column Pad Footings(With Credit Applied) Poured Per Mark Riley's Request On The Isis Theatre Project Constructed & Poured (2) 2' X 4' X 2' DP Column Footings Plus Install Anchor Bolts	2	Ea	1,100.00	2,200.00
Credit	Credit Applied For (2) Pad Footings From Original Estimate @ \$250/Footing	1	Lump Sum	-500.00	-500.00

Thank You for your business.

Terms: All invoices must be paid within 15 days of invoice. Past due accounts will be charged an interest of 1.33% per month which is 16% per year.

Credit Card Payments can be made by calling Kara at 402-694-6761. There will be a 3.5% + .15¢ convenience charge (per square policy)

Total Balance Due	\$1,700.00
Payments/Credits	\$0.00
Balance Due	\$1,700.00

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Transmittal #: 88
Date: 8/14/2023
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR #011: Credit on Plywood

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via the following items:
 - Shop drawings
 - Prints
 - Plans
 - Samples
 - Copy of letter
 - Change order
 - Specifications
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	8/14/23	COR #011	Credit on Plywood

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- Return ___ corrected prints

Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Number: COR #011
Date: 8/14/23
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Credit on Plywood

We are pleased to offer the following specifications and pricing to make the following changes:
Credit to change the plywood decking on the 2nd floor from 3/4" fire treated to 3/4" OSB per discussion with Ryan.

The total amount to provide this work is \$-510.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

Architect  Date 2023_09-01
Owner _____ Date _____

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR #011 Price Breakdown
Continuation Sheet**

Description: Credit on Plywood

Description	Labor	Material	Equipment	Subcontract	Other	Price
J&H Drywall				\$-510.00		\$-510.00
					Subtotal:	\$-510.00
					Total:	\$-510.00

Mark Riley

From: Jeff Herz <jeffh@jh-contracting.com>
Sent: Wednesday, August 2, 2023 1:42 PM
To: Mark Riley
Cc: Dillon Feldhacker; Aaron Erickson; Todd Kleint
Subject: Re: ISIS

\$510 Credit

On Tue, Aug 1, 2023 at 9:26 AM Mark Riley <MarkR@kccobuilders.com> wrote:

Dillon, per the Architect, the ¾" decking material for the upper floor can be OSB rather than fire treated plywood. Please provide a credit for this change.

Thanks,

mark



MARK RILEY

Senior Project Manager
Kingery Construction Co.

direct 531.739.9511 office 402.465.4400
cell 402.416.6350 fax 402.465.4529
201 N 46th St, Lincoln NE 68503
www.kccobuilders.com

--

Jeff Herz, President/Owner

J&H Specialty Contracting Inc.

5440 N. 57th Street

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Transmittal #: 94
Date: 8/15/2023
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR #012: Subgrade Prep

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via the following items:
 - Shop drawings
 - Prints
 - Plans
 - Samples
 - Copy of letter
 - Change order
 - Specifications
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	8/15/23	COR #012	Subgrade Prep

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Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Number: COR #012
Date: 8/15/23
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Subgrade Prep

We are pleased to offer the following specifications and pricing to make the following changes:

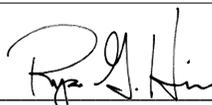
Additional work was needed to prepare the existing unsuitable subgrade, this included adding water to bring the moisture content up, scarifying and repacking the soil. The extent of this was not evident until the existing floor slab was removed. Once the soil was brought to the proper moisture and compaction, it was tested by a geotechnical testing company to document it was ready for the concrete slab work to begin.

The total amount to provide this work is \$3,360.00
(Please refer to attached sheet for details.)

Please note that KINGERY CONSTRUCTION CO. will require an extra 5 days.

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

Architect  Date 2023_09-01
Owner _____ Date _____

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR #012 Price Breakdown
Continuation Sheet**

Description: Subgrade Prep

Description	Labor	Material	Equipment	Subcontract	Other	Price
Aaron Erickson 24hrs x \$85/hr	\$2,040.00					\$2,040.00
Plate Packer 4 days			\$189.00			\$189.00
SOIL TESTING				\$772.00		\$772.00
PROJECT MANAGER	\$110.00					\$110.00
					Subtotal:	\$3,111.00
			Fee	\$3,111.00	8.00%	\$249.00
					Total:	\$3,360.00



Scope of Services and Fee Estimate
Kingery Construction Co. Materials Testing and Inspection
ISIS Theatre Renovation, Crete, NE

ATTACHMENT

Item No.	Description	Unit	Price	Amount
I.	Site Grading and Backfill Observation and Testing Services (Assumes Two 3 -hour trips during grading operation)			
	1. Personnel			
	a. Senior Field/Lab Technician	6.0 hr.	\$ 92.00 /hr.	\$ 552.00
	b. Senior Geologist	hr.	\$ 119.00 /hr.	\$ -
	2. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	1.00 dy.	\$ 65.00 /day	\$ 65.00
II.	Concrete Field/Laboratory Testing			
	1. Personnel - [includes air content, slump, temperature and fabricating 4 cylinders per set]			
	c. Field/Lab Technician III	hr.	\$ /hr.	\$ -
	2. Concrete Compression Test of 6" x 12" Concrete Cylinders (includes mold)		\$ ea.	\$
	3. Handling Charge for Reserve Cylinders		\$ ea.	\$ -
	4. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	dy.	\$ /day	\$ -
III.	Coordination and Report Preparation			
	1. Personnel			
	a. Field/Lab Technician Manager	1.5 hr.	\$ 103.00 /hr.	\$ 154.50
			Estimated Total:	\$ 772.00