

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING

October 20, 2020

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. 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. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

Committee Chair Travis Sears called the meeting to order at 5:00pm.

2. Roll Call

Brian  
Carnes: Present

Kyle  
Frans: Present

Travis  
Sears: Present

Present: 3.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Building Inspector Brad Bailey, Mayor Dave Bauer, other members of City Council, members of the public.

3. Items of Business

A. Discuss future Saline County Area Transit funding.

SCAT Director Scott Bartels provided information about both "county" and "surrey" transportation. Mr. Bartels also provided information about ride pricing and other operations information. Committee members requested Mr. Bartels provide some additional information including the ridership for the Crete surrey.

B. Discuss financing options for street repair/improvements.

Tom Ourada described different mechanisms for funding street improvements including raising taxes, issuing bonds, passing a wheel tax, and implementing a utility adder. The committee discussed the need

for a long-term (50 year) plan for street repair/replacement.

- 4. Officers' Reports
- 5. Adjournment

The meeting was adjourned at 5:41pm.

Mayor

(SEAL)

City Clerk

I, Judi Meyer, 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.

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City Clerk

(S E A L)

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is entered into this \_\_\_\_ day of July, 2012, pursuant to Section 13-801, et. seq., of the State of Nebraska, more commonly known as the Interlocal Cooperation Act, between the City of Crete, Nebraska, a Nebraska Municipal (Crete) and the Saline County Area Transit, a non-profit organization operating under Saline County, Nebraska (SCAT).

WHEREAS, Crete operates a "Senior Surrey" public transportation vehicle under the Crete Police Department which provides transportation to senior citizens and handicapped people within City of Crete, and,

WHEREAS, SCAT operates a public transportation system for senior citizens and handicapped people in the Saline County, Nebraska area, and,

WHEREAS, Crete and SCAT wish to reach agreement for SCAT to expand SCAT's existing system to include operation of a local transportation system, (System) in the City of Crete, Nebraska to replace the "Senior Surrey" operated by Crete, and

WHEREAS, SCAT has agreed to commence expanded operation of the System effective July 3, 2012.

NOW THEREFORE, Crete and SCAT agree as follows:

1. SCAT will furnish all personnel and equipment necessary, on a daily and/ or regularly scheduled basis to expand its existing system to operate the System in the City of Crete to replace the "Senior Surrey" operated by Crete with SCAT to be completely and totally responsible for the operation for the System from and after July 3, 2012.

2. SCAT agrees:

- to operated System, at a minimum, from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. on regular business days;
- to set fee for users the same as current fee for riders of the "Senior Surrey" (\$2.00) until review of actual costs of System by SCAT;
- that all SCAT vehicle(s) used in System will be ADA compliant/ accessible;
- that driver(s) of SCAT vehicle in System shall assist riders with packages and reasonable mobility constraints; and
- that SCAT will provide SCAT's own phone number and answering service for request(s) for service.

Crete agrees:

- to advise all callers to the Crete dispatch center of the number to call at SCAT for requests for transportation; and
- to provide SCAT with limited/ non full time housing for SCAT vehicle(s) upon request from SCAT. The Parties further agree to review service provided by System at reasonable intervals (at least once per year) and make any changes to System necessary.

3. Crete agrees to pay SCAT an annual fee in the amount of \$\_\_\_\_\_ as Crete's local share for operation of the System. Crete further agrees that the amounts to be paid by Crete to SCAT on an annual basis will vary from year to year and is dependent upon State and Federal grants, which SCAT agrees in good faith to pursue, and that the amount paid by Crete to SCAT under this agreement may be increased in future years.

4. This Agreement is for no definite term. It may be terminated under the terms and conditions of Paragraph 8 of this agreement. In the event of termination, both parties agree that they shall waive any rights to pursue damages or seek other legal recourse which may arise for the termination of this agreement by either party. This agreement shall be administered jointly by Crete and SCAT as is required under the provisions of Section 13-804 of the Interlocal Cooperation Act. No real or personal property will be acquired, held or disposed of in the name of this interlocal agreement. Each party may hold such property in their name alone for use under the terms of this agreement.

5. This Agreement is entered into by Crete and SCAT after receiving prior approval by the governing body of each party.

6. Each Party agrees to defend, indemnify, and hold harmless the others from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of, or in any way connected with this Agreement. This agreement does not create a joint entity between the Parties and does not establish a separate legal entity for any purpose.

7. SCAT agrees to provide public liability insurance policy or policies for users of the System and hazard insurance policies for all vehicles housed by Crete against loss or damage by fire and other perils. SCAT public liability insurance policy or policies shall provide coverage with a minimum limit of \$1,000,000. SCAT shall, at the request of Crete, provide proof of insurance coverage required by this section. SCAT shall name Crete as an additional insured on SCAT policies (as allowed by law and insurance provider policies).

8. Either Party may terminate this agreement by providing to the other Party written notification of termination on or before sixty (60) days prior to October 1 of each year of the Party's intention to terminate the agreement.

9. The Parties acknowledge that issues will arise during the term of this agreement which were not contemplated at the time of entering into this Agreement, and the Parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with the purpose of this Agreement.

10. This agreement supersedes all prior or contemporaneous agreements or understandings of the Parties with respect to this subject matter, and the Parties further acknowledge that SCAT already operates other transportation system(s) in the Saline County area which Crete already makes annual contributions for and that this agreement does not supersede or replace such other systems/contributions.

11. It is agreed that this agreement shall bind the parties, their successors, administrators, assigns, and other representative or fiduciaries of the parties; and it is further agreed that this agreement may not be assigned by any Party without the express written consent of all other Parties.

12. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties have executed this Agreement, pursuant to authority duly given, as of the date first written above.

THE CITY OF CRETE, NEBRASKA  
(CRETE)

SALINE COUNTY AREA TRANSIT  
(SCAT)

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_