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October 7, 2026

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Ms. Donna Rut
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Mrs. Lori Rezny
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Ms. Deb Schwisow
P.O. Box 387
Western, NE 68464

Re: Saline County Rural Fire District.

Dear Clerks:

The Saline County Rural Fire District held its budget hearing on September 15, 2026 and finalized its budget for the 2026-2027 year. Based upon the tax collection expected in the next year, they have set the amount for the fire contracts. Enclosed please find two original contracts that outline the payments to your city/village. If you could please obtain the signatures from your representatives and return both to me, I will finalize the signatures on behalf of the Rural Fire District. A fully executed original then will be returned to you for your records.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Bradley T. Kalkwarf

BTK:em
Enclosures

FIRE PROTECTION CONTRACT

1. PARTIES: The Saline County Rural Fire Protection District, a legally organized rural fire protection district in Saline County, Nebraska, hereinafter designated as the District and the City of Crete of Crete, a Municipal Corporation, by and with its Municipal Volunteer Fire Department hereinafter designated as the Municipality.

2. PURPOSE: The District is organized for the purpose of providing protection for the rural area within its boundaries supported by a general property tax levy on properties within said District, and has adopted the policy of contracting with the City of Crete, a Municipal Corporation, within said county to furnish said fire protection with its own firefighters and equipment for a consideration, in order to make more effective the use of the fighting equipment, and to avoid expensive duplication of apparatus and facilities. This arrangement is made as a substitute for the actual ownership and operation of fire fighting equipment by the District. This agreement is not a third party beneficiary contract, and no taxpayer within said District shall be construed to be a beneficiary thereof or have any rights, claims or demands in the premises, whatsoever; and that all acts of the parties in pursuance hereof shall constitute a governmental function and not a proprietary function.

3. RELATIONSHIP OF PARTIES: It is understood and agreed that the relationship of the parties to this contract is that of independent contractors and it shall not be otherwise construed either in law or equity.

4. TERMS: This contract covers the period from the 1st day of July, 2026, to the 30th day of June, 2027, inclusive.

5. CONSIDERATION: Subject to the tax collections, the District agrees to pay to the City of Crete the sum of $50,000.00 payable as follows:

50% thereof on or before the 1st day of January, 2027,

50% thereof on or before the 30th day of June, 2027,

provided however, that in the event of a deficiency in the funds of said District occasioned by the non-payment of taxes the payment of the above consideration may be postponed until adequate tax collections have been made.

6. PAYMENT CALCULATION: This contract shall include the base contract sum of $40,000.00 and the additional sum of $10,000.00 for population density payment. Due to the increasing development around Crete and exposure for potential higher losses due to fire in those areas, the Saline County Rural Fire Protection District Directors voted for the contract to include the additional payment.

7. USE OF CONSIDERATION: As a part of the covenants hereof, it is understood and agreed that the above consideration paid to the said Municipality

may be expended only for fire protection purposes, including the purchase and maintenance of equipment.

8. RECEIVING AGENCY: The City of Crete hereby designates the City Treasurer of the City of Crete as the official to whom the consideration above mentioned shall be paid and as the person who shall officially receipt for the same.

9. SCOPE OF OPERATION: The scope of operation contemplated by the parties hereto are as follows:

A. The City of Crete agrees to keep and maintain in use fire fighting equipment and apparatus suitable for rural fire protection in conformity with the suggestions and recommendations of the State Fire Marshal of the State of Nebraska and the Nebraska Inspection Bureau Minimum Specifications.

B. That the Municipality agrees to answer all emergency fire calls in the rural area embraced within said Fire District and to have a representative at the Annual District Meeting to report on the number of fire calls answered and general information concerning fire protection and equipment.

C. The City of Crete shall not be obligated to answer fire calls in the event that its firefighters or equipment are not available for reasons beyond the control of said Municipality.

D. In answering rural fire calls the City of Crete agrees only to make a reasonable human effort, and while its firefighters and equipment will be put to their best efforts, it shall not be held accountable or responsible for loss or destruction of property or for errors of judgment, mistakes, accidents or negligence, either gross or slight, of any of its members; and said Municipality shall be the sole judge of its manner of answering calls and the use of its equipment and its fire fighting activities.

10. INSURANCE: The City of Crete covenants and agrees to maintain in force Workmen's Compensation Insurance on all persons registered and certified with said Municipality as Volunteer Firefighters engaged in answering rural fire calls, and adequate general Liability Insurance on all motor vehicles used by it to answer rural fire calls.

11. CANCELLATION: In the event of willful failure or refusal of said Municipality to answer fire calls as herein provided, the District may cancel this contract by giving written notice thereof to the receiving agents named in paragraph 7 hereof.

12. AUTHORITY: The City of Crete covenants that this contract has been formally approved by the governing body of said City and authority for its execution passed and approved and that this contract has been formally approved by the

official Fire Department of said Municipality and authority for its execution duly passed and approved.

Dated this _____ day of _____, 2026.

SALINE COUNTY RURAL FIRE PROTECTION DISTRICT

_____
President

_____
Secretary

CITY OF CRETE

By:_____
Mayor

By:_____
City Clerk

By:_____
Chief

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Dated this _____ day of _____, 2026.

SALINE COUNTY RURAL FIRE PROTECTION DISTRICT

_____
President

_____
Secretary

CITY OF CRETE

By:_____
Mayor

By:_____
City Clerk

By:_____
Chief