

Crete City Council Regular Meeting
Tuesday, October 7, 2025 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. September 16th, 2025 City Council Minutes
- 3.A.2. September 16th, 2025 Public Works Committee Meeting Minutes
- 3.A.3. September 16th, 2025 Public Safety Committee Meeting Minutes
- 3.A.4. September 16th, 2025 Finance Committee Meeting Minutes
- 3.A.5. September 16th, 2025 Legislative & Economic Development Meeting Minutes
- 3.A.6. September 16th, 2025 Personnel Committee Meeting Minutes
- 3.A.7. September 24th, 2025 City Council Special Meeting Minutes

3.B. Accept the City Treasurer's Report

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

3.D. Mayor's appointment of Veronica Ortiz to the LB840 Advisory Board.

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 adopting the Disadvantaged Business Enterprise (DBE) program

4.B. Consider Ordinance 2260 Creating Street Improvement Project Nos. 2024-1, 2024-2, 2024-3, and 2024-4

4.C. Set a Bid letting date for Crete Street & Alley Improvements

- 4.D. Consider the Saline County Area Transit (SCAT) request for Crete's share of the local matching funds for fiscal year 2026.
 - 4.E. Consider Resolution 2025-25 ratifying the votes of the City's LARM Representative, Nancy Tellez at the September 24th, 2025 Annual Members' Meeting of the League Association of Risk Management, including the election of nominees to the LARM Board of Directors. .
 - 4.F. Consider the LPA Program Agreement between the City of Crete and Nebraska Department of Transportation.
 - 4.G. Consider Resolution 2025-24 Signing of Program Agreement -BL2515 City of Crete and the Nebraska Department of Transportation NDOT Project Number DPS-76(53)
 - 4.H. Consider the Crete Public Library applying for the Nebraska Library Commission's Continuing Education & Training Grant
 - 4.I. Consider the Crete Public Library applying for the Nebraska Library Commission's Internship Grant
 - 4.J. Consider the Crete Public Library applying for the Nebraska Library Commission's Youth Grant for Excellence
 - 4.K. Consider the Crete Public Library applying for the Nebraska Library Commission's Library Improvement Grant
 - 4.L. Consider the Crete Public Library applying for the Walmart Grant for Memory Care Items
 - 4.M. Consider the Crete Public Library applying for the American Library Association's Libraries Transforming Communities Grant
 - 4.N. Consider the LB840 Application from Heath Sports in the amount up to \$35,000 for a new automatic screen-printing machine.
 - 4.O. Consider the LB840 Application from Saline Medical Specialties for a loan guarantee for up to \$500,000 for equipment, employee recruitment and job training.
 - 4.P. Consider authorizing the City of Crete to apply for the Nebraska Statewide Arboretum Community Forestry Infrastructure Grant
 - 4.Q. Consider amending the Master Fee Schedule
 - 4.R. Consider the Waste Connections draft agreement
 - 4.S. Authorization of deviation from City spec from Timothy Ct and Iris Ave
 - 4.T. Authorization of deviation from City spec for sidewalk placement at 15th Street and Kingwood Ave.
 - 4.U. Consider the Bid Proposal for Weed Control and Snow Removal Services from Will Wenz with Lawn Kings
5. **Petitions - Communications - Resident Concerns**

- Resident 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.

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 REGULAR MEETING

September 16th, 2025 at 6:00 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

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

Present: 4, Absent: 2.

3. Consent Agenda

3.A. Approve Meeting Minutes

3.A.1. September 2nd, 2025 City Council Budget Hearing Minutes

3.A.2. September 2nd, 2025 City Council Minutes

3.A.3. September 2nd, 2025 Public Works Committee Minutes

3.A.4. September 2nd, 2025 Finance Committee Minutes

3.A.5. September 2nd, 2025 Legislative & Economic Development Committee Minutes

3.B. Accept the City Treasurer's Report

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

4. Items of Business

4.A. Consider the Application for the Crete Carrier Room Grant from Abby Rogers with the Girl Scout Troop 20770

Approved the Application for the Crete Carrier Room Grant from Abby Rogers with the Girl Scout Troop 20770 Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.B. Consider the Application for the Crete Carrier Room Grant for the Guatemalan Consulate

City Administrator Tom Ourada stated that the Guatemalan Consulate will be in Crete for two days to help issue ID cards, passports and birth certificates.

Approved the Application for the Crete Carrier Room Grant for the Guatemalan Consulate Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.C. 2025 Welcoming Week Proclamation

Mayor Bauer read the 2025 Welcoming Week Proclamation Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.D. Public Hearing to hear testimony for or against the amendment to the PWR & DWD Rental Properties LLC Liquor License.

City Administrator Tom Ourada stated that PWR & DWD Rental Properties LLC DBA Old Main Bar & Grill is applying for an amendment to their Liquor License. They are adding space for a new bar and creating an area upstairs for a bar and venue space. They are also going to be using the basement.

Opened the Public Hearing at 6:07 p.m. to hear testimony for or against the amendment to the PWR & DWD Rental Properties LLC Liquor License. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Closed the Public Hearing at 6:08 p.m. to hear testimony for or against the amendment to the PWR & DWD Rental Properties LLC Liquor License. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.E. Consider a recommendation to the Liquor Control Commission on the amendment to the PWR & DWD Rental Properties LLC Liquor License.

Approved a recommendation to the Liquor Control Commission on the amendment to the PWR & DWD Rental Properties LLC Liquor License. Carried with a motion by Dale Strehle and

a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.F. Consider Ordinance 2254 amending Food Truck regulations

Introduced Ordinance 2254 and moved that the statutory rule requiring three separate readings be suspended Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Enact Ordinance 2254 amending Food Truck regulations Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.G. Consider Resolution 2025-16: A resolution setting the amount of property tax request for fiscal year 2025-2026

Adopt Resolution 2025-16: A resolution setting the amount of property tax request for fiscal year 2025-2026 Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Adopt Resolution 2025-16: A resolution setting the amount of property tax request for fiscal year 2025-2026 Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.H. Consider Ordinance 2259 adopting the budget statement as the annual appropriation bill

Introduced Ordinance 2259 and moved that the statutory rule requiring three separate readings be suspended Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Enact Ordinance 2259 adopting the budget statement as the annual appropriation bill Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.I. Consider the Application for Special Event Permit SE25-09 for Crete's Great Pumpkin Festival

Approved the Application for Special Event Permit SE25-09 for Crete's Great Pumpkin Festival Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.J. Consider the Application for Prohibited Animal Exception PA-03 for the Pumpkin Festival Petting Zoo.

Approved the Application for Prohibited Animal Exception PA-03 for the Pumpkin Festival Petting Zoo. Carried with a motion by Dan Papik and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.K. Consider authorizing the Crete Police Department to apply for the Highway Safety Step Grant application.

Chief of Police Gary Young stated that funds from this grant would help with overtime so that officers can engage in community events and outreach on traffic enforcement. They are applying for \$140,000.

Approved to authorize the Crete Police Department to apply for the Highway Safety Step Grant application. Carried with a motion by Dan Papik and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.L. Consider the claims from Crete Ace Hardware in the amount of \$3,077.56

Mayor Dave Bauer voted on this item since Council member Dan Papik abstained. Approved the claims from Crete Ace Hardware in the amount of \$3,077.56 Carried with a motion by Dale Strehle and a second by Ashley Newmyer.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye, Dave Bauer: Aye
Aye: 4, No: 0, Abstain (With Conflict): 1

4.M. Consider the Pumpkin Festival right-of-way painting downtown

Mayor Dave Bauer voted on this item since Council member Dale Strehle abstained.

Approved the Pumpkin Festival right-of-way painting downtown Carried with a motion by Dan Papik and a second by Tom Crisman.

Dale Strehle: Abstain (With Conflict), Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dave Bauer: Aye
Aye: 4, No: 0, Abstain (With Conflict): 1

4.N. Consider Ordinance 2257 Setting Salaries and Wages for FY25-26

Introduced Ordinance 2257 and moved that the statutory rule requiring three separate readings be suspended Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Enact Ordinance 2257 Setting Salaries and Wages for FY25-26 Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.O. Consider Ordinance 2258 amending Ordinance 2250 increasing camping days at Tuxedo Park to 10 days

City Administrator Tom Ourada explained this is an amendment to correct a clerical error.

Introduced Ordinance 2258 and moved that the statutory rule requiring three separate readings be suspended Carried with a motion by Dan Papik and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Enact Ordinance 2258 amending Ordinance 2250 increasing camping days at Tuxedo Park to 10 days Carried with a motion by Dan Papik and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.P. Consider amending the Master Fee Schedule

City Administrator Tom Ourada stated that the amendment to the Master Fee schedule is to the connection charges. Connections or reconnections made during normal working hours from \$35.00 to \$40.00 and removing the \$5.000 collection charge.

Approved amending the Master Fee Schedule Carried with a motion by Dale Strehle and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.Q. Consider Resolution 2025-20 Hwy 33 Havlat Memorial Hwy

Approved Resolution 2025-20 Hwy 33 Havlat Memorial Hwy Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.R. Consider the 2025-2026 FOP agreement

Approved the 2025-2026 FOP agreement Carried with a motion by Dan Papik and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.S. Consider the Cline Williams Engagement Agreement for Legal Services

City Administrator Tom Ourada stated that the Cline Williams Engagement Agreement for Legal Services will be for the time that City Attorney Anna Burge is out on maternity leave.

Approved the Cline Williams Engagement Agreement for Legal Services Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.T. Consider authorizing the City of Crete to apply for the Innovative Finance and Asset Concession Grant Program.

City Clerk Nancy Tellez explained that there are two different grants available under this program. One is an asset scan that can be used to conduct assessments of multiple existing assets. The other grant is a program of existing assets that can be used to fund tasks related to advancing a program project by conducting pre-construction tasks. City Administrator Tom Ourada added that up to \$1 million is offered at 100% federal share (no required non-Federal match). Amounts in excess of \$1 million are offered at 50% Federal share. Ourada explained that they are looking at applying for the south Crete property for a Sports and Activity Complex for traffic studies and other transportation-related activities.

Approved to authorize the City of Crete to apply for the Innovative Finance and Asset Concession Grant Program. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.U. Consider advertising for Bids for City of Crete Municipal Airport farm land.

City Administrator Tom Ourada explained that they do this every five years.
Approved advertising for Bids for City of Crete Municipal Airport farm land. Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.V. Consider Resolution 2025-21 prohibiting parking on the south side of 11th Street between Forest and Boswell Ave

Approved Resolution 2025-21 prohibiting parking on the south side of 11th Street between Forest and Boswell Ave Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.W. Consider the Crete, NE Zoning Proposal from Marvin Planning Consultants

Approved the Crete, NE Zoning Proposal from Marvin Planning Consultants Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.X. Consider Resolution 2025-22 all way stop at the intersection of West 13th Street and Tuxedo Park Road

Approved Resolution 2025-22 all way stop at the intersection of West 13th Street and Tuxedo Park Road Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

- Chief of Police Gary Young stated the following:
 - Lieutenant Jonas participated in a highway safety panel with other law enforcement officers from across the country. They mentioned that they have heard the work that the Crete Police Department has been doing. Young credited Lieutenant Dawn Jonas as the driving force for the work they are doing.
- Parks and Recreation Director Liz Cody stated the following:
 - They are doing some renovation work at Northward Park that includes surfacing and drop zones by the slides.
 - Cody thanked Street Supervisor Dillon Aksamit for his help and also stated that neighbors have been supportive of renovation work.
 - The Registration for Martial Arts: Kickin' It with ATA will be opening.
 - The Celebrate Crete Event will be taking place on Wednesday, September 17th, 2025.

- Received the League Association of Risk Management (LARM) Grant to update life-saving rescue equipment at Crete Wildwood Pool.
- Council member Tom Crisman stated that he has noticed movement with repairs to the railroad.
- Council member Ashley Newmyer asked about the Innovative Finance and Asset concession Grant Program and City Administrator Tom Ourada stated it is through the Department of Transportation's Build America Bureau.
- City Administrator Tom Ourada thanked Media Specialist Jenn Lampila and GIS Technician/IT Emerson Aschoff for their help with the surplus auction. Ourada added that they got rid of most of the things and came out on the plus side with \$13,000 to \$14,000.
- Representatives from AECOM and COMTO for the Thriving Communities Grant were in Crete to observe Iris Ave, 13th Street and Highway 33 at the intersections of Boswell Ave and Hawthorne Ave. They will be sending their recommendations in about three weeks and a plan for what grants to apply to help with the construction of those projects.
- The City Park sign will be installed on Wednesday, September 17th, 2025.
- News 21 from Arizona state had come to Crete months ago to do some interviews and now the Lincoln Journal Star had an article on the things the City of Crete has been doing.
- The Blue River Raceway will be having their annual Brian Carnes Memorial event on Saturday, September 20th, 2025. This will be a positive impact on economic development with over 140 karts being expected to participate. This year the track will host "The Zaner," honoring 11-year-old racer Zane VanArsdall.

7. Adjournment

The meeting adjourned at 6:52 p.m.

Mayor

(SEAL)

City Clerk

I, Nancy Tellez, 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

(S E A L)



CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

September 16th, 2025 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

Anthony Fitzgerald: Absent
Dan Papik: Present
Dale Strehle: Present
Present: 2, Absent: 1.

3. Items of Business

3.A. Consider the Pumpkin Festival right-of-way painting downtown

There was discussion about where the pumpkins would be painted downtown. This would be taken to the full Council.

3.B. Consider Resolution 2025-20 Hwy 33 Havlat Memorial Hwy

After further discussion, the Public Works Committee has no problem with this. Recommendation was made to the City Council to approve Resolution 2025-20 Hwy 33 Havlat Memorial Hwy. Carried with a motion by Dan Papik and a second by Dale Strehle.
Dan Papik: Aye, Dale Strehle: Aye
Aye: 2, No: 0

3.C. Consider the Application for Special Event Permit SE25-09 for Crete's Great Pumpkin Festival

There was a discussion about Crete's Great Pumpkin Festival. It will be similar to last year, just that the set-up of where things will be at is a little different this year.

Recommendation was made to the City Council to approve application for Special Event Permit SE25-09 for Crete's Great Pumpkin Festival. Carried with a motion by Dan Papik and a second by Dale Strehle.

Dan Papik: Aye, Dale Strehle: Aye
Aye: 2, No: 0

3.D. Consider advertising for Bids for City of Crete Municipal Airport farm land.

City Administrator, Tom Ourada, discussed how this would be for two general areas and the City would need authorization to advertise for leases. The City advertises every time and the leases every 5 years.

Recommendation was made to the City Council to approve advertising for Bids for the City of Crete Municipal Airport farm land. Carried with a motion by Dan Papik and a second by Dale Strehle.

Dan Papik: Aye, Dale Strehle: Aye
Aye: 2, No: 0

3.E. Consider Resolution 2025-21 prohibiting parking on the south side of 11th Street between Forest and Boswell Ave

City Administrator, Tom Ourada, discussed how this is just for the one block. There was further discussion about how this would be easier for snow removal, entrance on to Boswell and side visibility.

Recommendation was made to the City Council to approve Resolution 2025-21 prohibiting parking on the south side of 11th Street between Forest and Boswell Ave. Carried with a motion by Dan Papik and a second by Dale Strehle.

Dan Papik: Aye, Dale Strehle: Aye
Aye: 2, No: 0

3.F. Consider the Crete, NE Zoning Proposal from Marvin Planning Consultants

City Administrator, Tom Ourada, discussed how the City got information from other cities that have good zoning regulations. Tom does believe that Marvin Planning Consultants would be able to zone for Crete and do a good job. It is not in the budget, but it is in the reserve.

Recommendation was made to the City Council to approve Crete, NE Zoning Proposal from Marvin Planning Consultants. Carried with a motion by Dan Papik and a second by Dale Strehle.

Dan Papik: Aye, Dale Strehle: Aye
Aye: 2, No: 0

3.G. Consider Resolution 2025-22 4-way stop at the intersection of West 13th Street and Tuxedo Park Road

City Administrator, Tom Ourada, discussed this is the East entrance to Tuxedo Park and the stop signs would be on the east and west. There is no sight visibility with the new building that is there now, and the all-way stop will help slow traffic down.

Recommendation was made to the City Council to approve Resolution 2025-22 4-way stop at the intersection of West 13th Street and Tuxedo Park Road. Carried with a motion by Dan Papik and a second by Dale Strehle.

Dan Papik: Aye, Dale Strehle: Aye
Aye: 2, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

September 16th, 2025 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

Kyle Frans: Absent
Tom Crisman: Present
Dan Papik: Present

Present: 2, Absent: 1.

3. Items of Business

3.A. Consider the 2025-2026 FOP agreement

City Administrator Tom Ourada stated that he and Lieutenant Jonas had a lot of the back-and-forth conversations. Some of the changes include the probationary period for new employees shall be 6 months for an officer with the discretion to extend said probationary period for up to 6 additional months, and 4 months for a Sergeant. Movement in Steps. Employees shall progress in the pay plan based on the years of advice to the City. The first step for Officers shall last a minimum of 6 months. All non-certified employees in the bargaining unit shall serve a probationary period of six (6) to twelve (12) months from date of graduation from the Nebraska Law Enforcement Training Center not to exceed twenty-four months from time of hire. Certified officers shall serve between six (6) and twelve (12) months probation from time of hire.

Recommend to the City Council the 2025-2026 FOP agreement Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Dan Papik: Aye

Aye: 2, No: 0

3.B. Consider authorizing the Crete Police Department to apply for the Highway Safety Step Grant application.

Chief of Police Gary Young stated that funds from this grant would help with overtime so that officers can engage in community events and outreach on traffic enforcement.

Recommend to the City Council authorizing the Crete Police Department to apply for the Highway Safety Step Grant application. Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Dan Papik: Aye

Aye: 2, No: 0

3.C. Consider the Application for Prohibited Animal Exception PA-03 for the Pumpkin Festival Petting Zoo

City Administrator Tom Ourada stated that this application is similar to last year's.

Recommend to the City Council the Application for Prohibited Animal Exception PA-03 for the Pumpkin Festival Petting Zoo Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Dan Papik: Aye

Aye: 2, No: 0

3.D. Consider a recommendation to the City Council on the amendment to the PWR & DWD Rental Properties LLC Liquor License.

City Administrator Tom Ourada explained that this amendment to the PWR & DWD Rental Properties LLC Liquor License is for added space to the main level and they are creating a new area upstairs for a bar and venue space. They are also going to be using the basement.

Recommend to the City Council on the amendment to the PWR & DWD Rental Properties LLC Liquor License. Carried with a motion by Tom Crisman and a second by Dan Papik.

Tom Crisman: Aye, Dan Papik: Aye

Aye: 2, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL FINANCE COMMITTEE MEETING

September 16th, 2025 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

Kyle Frans: Absent
Ashley Newmyer: Present
Dale Strehle: Present

Present: 2, Absent: 1.

3. Items of Business

3.A. Consider amending the Master Fee Schedule

City Administrator Tom Ourada stated that the amendment to the Master Fee schedule is to the connection charges. Connections or reconnections made during normal working hours from \$35.00 to \$40.00 and removing the \$5.000 collection charge.

Approved to amend the Master Fee Schedule Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 2, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

September 16th, 2025 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
Ashley Newmyer: Present
Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Consider Ordinance 2254 amending Food Truck regulations

City Attorney Anna Burge stated that she looked at examples of other communities. Burge explained the language added to the Ordinance included in commercially zoned districts, a mobile food vendor shall remain in one location no longer than sixty (60) contiguous days. Mobile food vendors must vacate the premises. If the vendor chooses to move to a new location within Crete City Limits, they must notify the City of their new location. The mobile food vendor shall not return to a previous location for a minimum of fourteen (14) days. In residentially zoned districts, a mobile food vendor may only remain in one location for one calendar day. Burge added that any person who violates any of the provisions of this Code shall

be deemed guilty of a violation of a municipal ordinance. The penalty for such violation shall be in any amount not to exceed five hundred dollars (\$500.00) for any one offense.

Recommend to City Council Ordinance 2254 amending Food Truck regulations Carried with a motion by Tom Crisman and a second by Dale Strehle.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.B. Consider the Application for the Crete Carrier Room Grant from Abby Rogers with the Girl Scout Troop 20770

Recommend to the City Council the Application for the Crete Carrier Room Grant from Abby Rogers with the Girl Scout Troop 20770 Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.C. Consider the Application for the Crete Carrier Room Grant for the Guatemalan Consulate

City Administrator Tom Ourada explained that the Guatemalan Consulate will be closing their Omaha office and be in Crete for the two days.

Recommend to the City Council the Application for the Crete Carrier Room Grant for the Guatemalan Consulate Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PERSONNEL COMMITTEE MEETING

September 16th, 2025 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

Anthony Fitzgerald: Absent
Tom Crisman: Present
Ashley Newmyer: Present

Present: 2, Absent: 1.

3. Items of Business

3.A. Consider Ordinance 2257 Setting Salaries and Wages for FY25-26

City Administrator Tom Ourada explained that on the salary scale it doesn't mean each position is paid that, but it is the maximum pay for that position.

Recommend to the City Council Ordinance 2257 Setting Salaries and Wages for FY25-26 Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL REGULAR MEETING

September 24th, 2025 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: Absent
Ashley Newmyer: Absent
Anthony Fitzgerald: Present
Kyle Frans: Present
Dan Papik: Present
Dale Strehle: Present

Present: 4, Absent: 2.

Council member Ashley Newmyer arrived at 5:03 p.m.

3. Consent Agenda

Approved the Consent Agenda Carried with a motion by Dale Strehle and a second by Dan Papik.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

- 3.A. Approve Meeting Minutes**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.C.1. Paper Tiger Shredding Invoice in the amount of \$70.00**

4. Items of Business

4.A. Consider Resolution 2025-23 Authorizing the City of Crete to pursue an application for the Innovative Finance & Asset Concession (IFAC) program.

City Administrator Tom Ourada stated that the Innovative Finance and Asset Concession grant program is through the U.S. Department of Transportation, Build America Bureau for the purpose of funding the Crete Sports and Activity Complex.

Approved Resolution 2025-23 Authorizing the City of Crete to pursue an application for the Innovative Finance & Asset Concession (IFAC) program. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dan Papik: Aye, Dale Strehle: Aye, Ashley Newmyer: Aye
Aye: 5, No: 0

5. Petitions - Communications - Resident Concerns

6. Officers' Reports

7. Adjournment

The meeting adjourned at 5:05 p.m.

Mayor

(SEAL)

City Clerk

I, Nancy Tellez, 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.

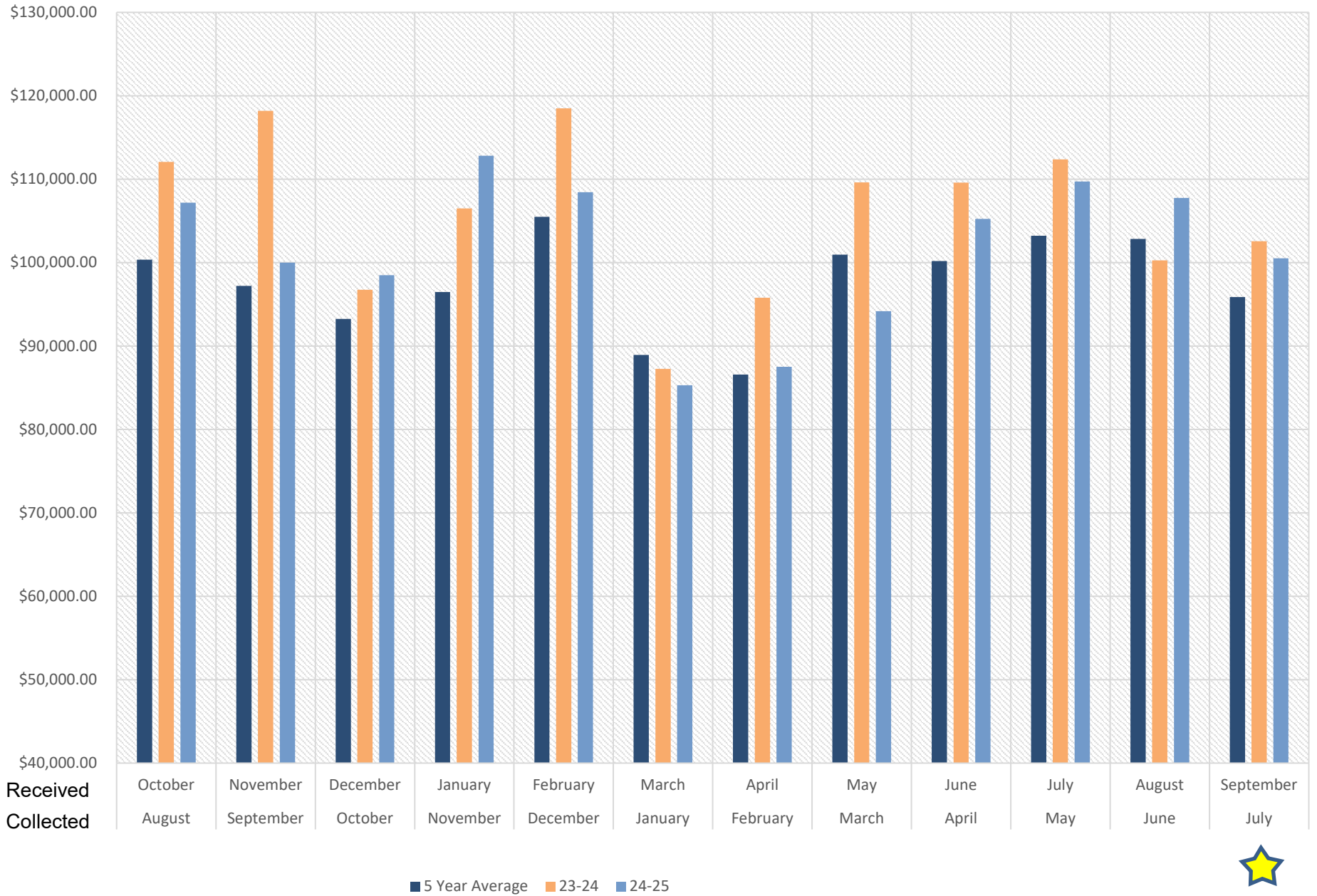
City Clerk

(S E A L)

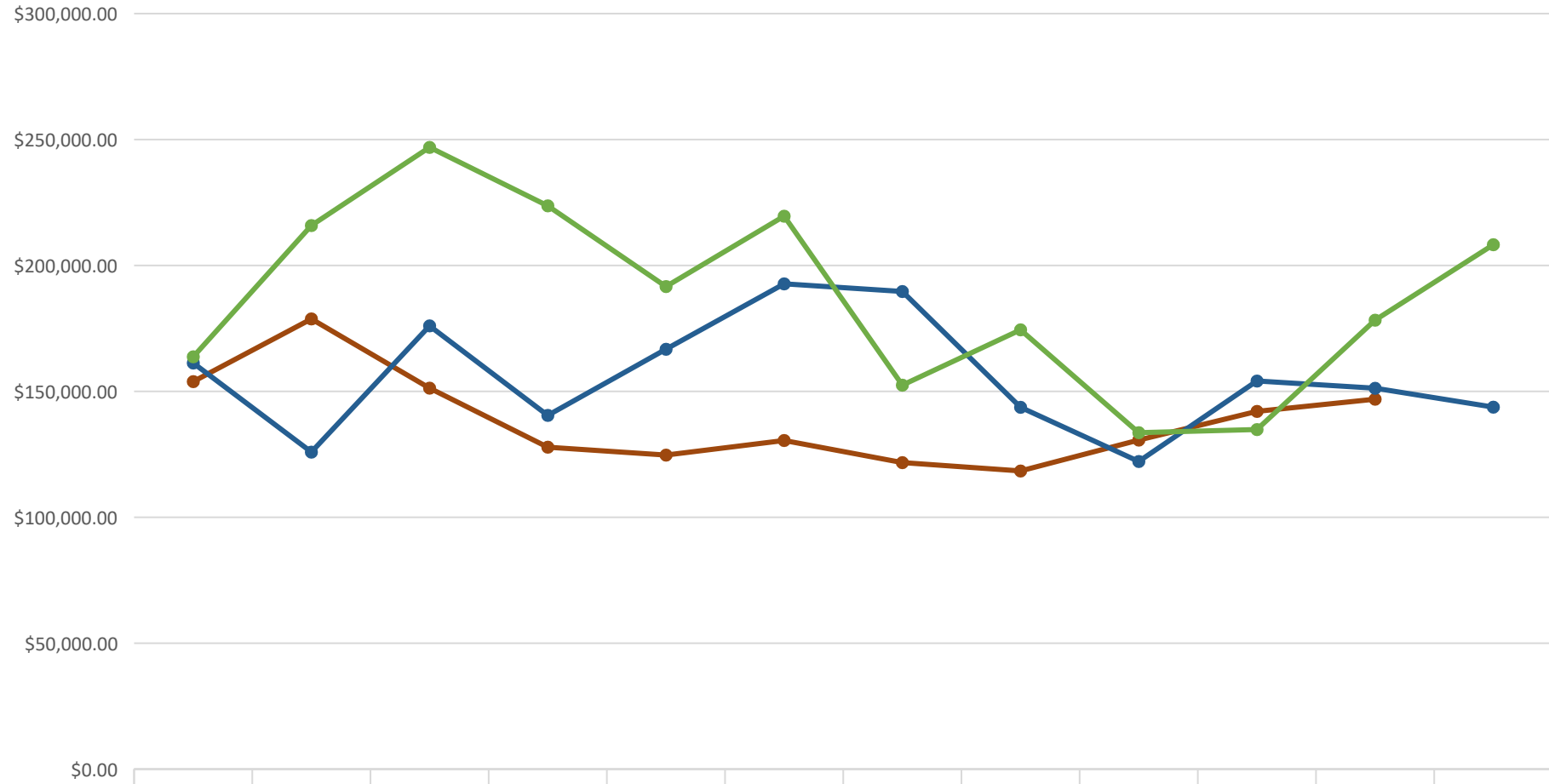
City of Crete
Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2023 Gen. Fund	Change Gen. Fund	FY2024 Gen. Fund	Change Gen. Fund	FY2025 Gen. Fund	Change Gen. Fund	5 Year Average	Gross Change yr. to yr.	Gross Change 5 yr. Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Next Year Refunds	Projection	Refunds
August	October	\$100,946.22	11.47%	\$112,079.68	11.03%	\$107,177.23	-4.37%	\$100,357.13	9.50%	2.18%	\$53,588.62	\$21,000.00	\$10,500.00	\$22,088.62		\$82,838.99	(\$737.35)
September	November	\$95,435.14	6.17%	\$118,194.74	23.85%	\$100,012.74	-15.38%	\$97,202.14	23.85%	-4.81%	\$50,006.37	\$21,000.00	\$10,500.00	\$18,506.37		\$76,081.51	(\$23,265.62)
October	December	\$97,592.24	13.13%	\$96,745.35	-0.87%	\$98,484.30	1.80%	\$93,245.54	2.78%	4.59%	\$49,242.15	\$21,000.00	\$10,500.00	\$17,742.15		\$74,165.44	(\$23.56)
November	January	\$93,189.55	4.90%	\$106,493.06	14.28%	\$112,822.85	5.94%	\$96,480.74	9.40%	0.00%	\$56,411.43	\$21,000.00	\$10,500.00	\$24,911.43		\$76,564.16	(\$62.68)
December	February	\$108,244.80	14.39%	\$118,509.22	9.48%	\$108,444.65	-8.49%	\$105,481.69	9.67%	1.98%	\$54,222.33	\$21,000.00	\$10,500.00	\$22,722.33		\$86,341.62	(\$223.36)
January	March	\$93,536.46	11.54%	\$87,279.08	-6.69%	\$85,291.31	-2.28%	\$88,930.70	-3.25%	4.33%	\$42,645.65	\$21,000.00	\$10,500.00	\$11,145.65		\$69,317.48	(\$45.47)
February	April	\$92,271.35	13.81%	\$95,787.93	3.81%	\$87,522.98	-8.63%	\$86,589.21	4.27%	6.43%	\$43,761.49	\$21,000.00	\$10,500.00	\$12,261.49		\$67,506.98	(\$221.28)
March	May	\$103,537.01	9.84%	\$109,613.71	5.87%	\$94,184.48	-14.08%	\$100,968.69	6.30%	2.06%	\$47,092.24	\$21,000.00	\$10,500.00	\$15,592.24		\$78,639.80	(\$4,310.81)
April	June	\$103,361.32	20.15%	\$109,581.23	6.02%	\$105,254.48	-3.95%	\$100,195.52	6.49%	2.25%	\$52,627.24	\$21,000.00	\$10,500.00	\$21,127.24		\$77,528.45	(\$8.41)
May	July	\$107,615.66	12.94%	\$112,375.22	4.42%	\$109,714.48	-2.37%	\$103,221.72	3.39%	3.75%	\$54,857.24	\$21,000.00	\$10,500.00	\$23,357.24		\$82,827.78	(\$501.17)
June	August	\$111,328.69	12.00%	\$100,278.28	-9.93%	\$107,747.92	7.45%	\$102,853.55	-9.84%	8.21%	\$53,873.96	\$21,000.00	\$10,500.00	\$22,373.96		\$81,533.06	(\$3.24)
July	September	\$105,594.67	26.76%	\$102,576.28	-2.86%	\$100,526.36	-2.00%	\$95,873.11	-2.47%	5.80%	\$50,263.18	\$21,000.00	\$10,500.00	\$18,763.18		\$78,522.49	(\$8,669.28)
Totals		\$1,212,653.08	13.09%	\$1,269,513.76	4.87%	\$1,217,183.77	-3.86%	\$1,171,399.72	5.01%	3.06%	\$608,591.88	\$252,000.00	\$126,000.00	\$230,591.88	\$0.00	\$931,867.76	(\$38,072.23)
						\$1,185,000.00	Budgeted Transfer to General Fund										
						Net Receipts	Monthly Transfer to General Fund										
						\$101,431.98	Average Net Receipts										
						\$98,750.00	Required										

City of Crete Net 1% Sales Tax Receipts

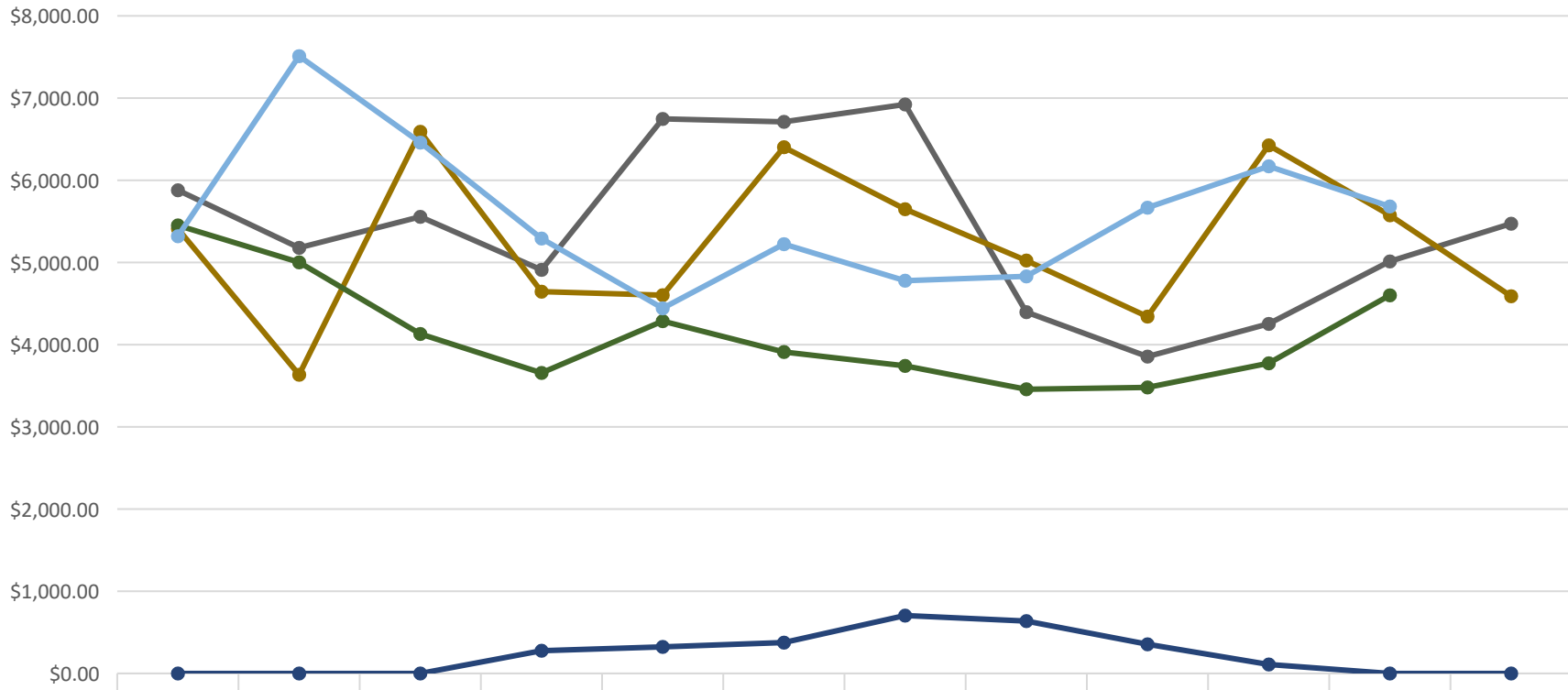


GROSS SALES



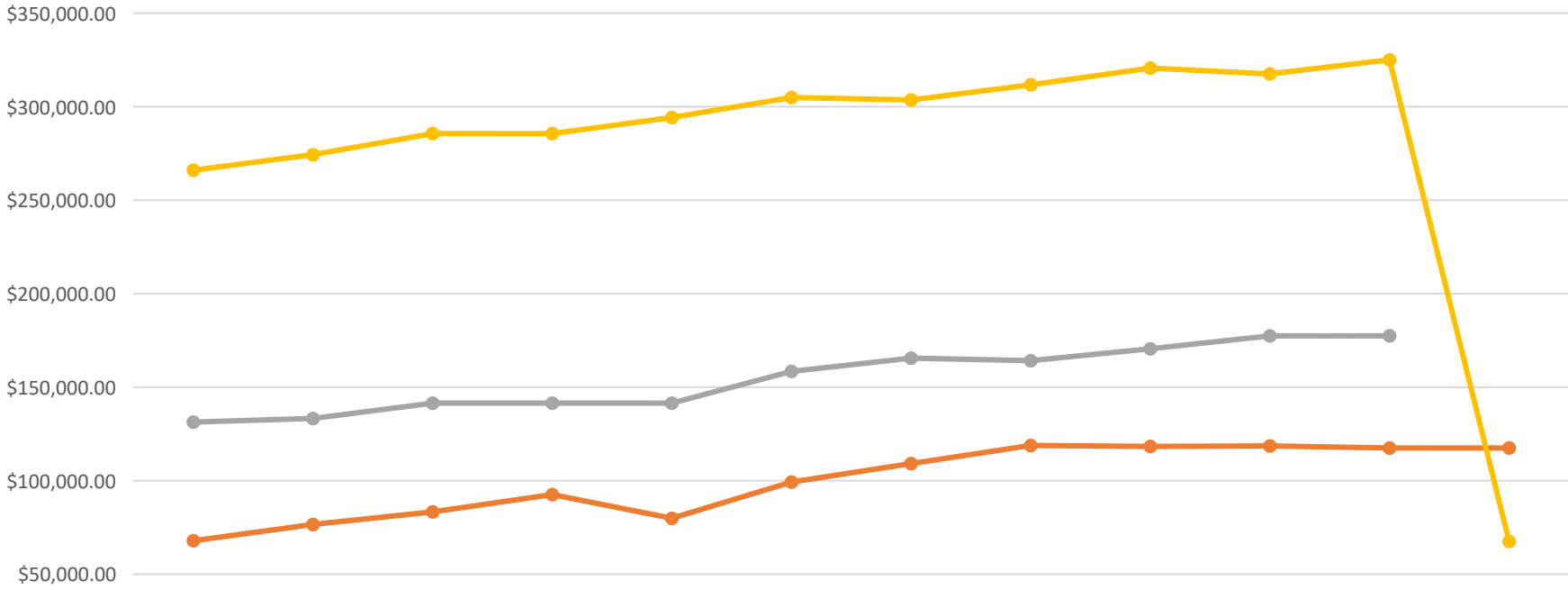
Gross Sales 2025	\$153,877.47	\$178,765.80	\$151,290.75	\$127,837.72	\$124,713.43	\$130,500.28	\$121,725.21	\$118,410.00	\$130,672.84	\$142,063.22	\$146,901.04	
Gross Sales 2024	\$161,278.58	\$125,912.15	\$176,004.76	\$140,460.30	\$166,753.19	\$192,709.78	\$189,669.97	\$143,684.55	\$122,180.34	\$154,136.93	\$151,261.75	\$143,754.84
Gross Sales 2023	\$163,724.17	\$215,871.22	\$246,916.38	\$223,676.47	\$191,626.58	\$219,588.51	\$152,481.91	\$174,438.02	\$133,601.38	\$134,855.41	\$178,299.44	\$208,247.16

Outlet Commissions



My Bar 2024	\$5,879.32	\$5,179.04	\$5,556.26	\$4,910.26	\$6,747.18	\$6,711.17	\$6,922.99	\$4,396.64	\$3,855.37	\$4,254.11	\$5,013.88	\$5,472.36
Eagles 2024	\$5,410.18	\$3,634.81	\$6,590.75	\$4,645.36	\$4,602.10	\$6,402.24	\$5,649.15	\$5,023.82	\$4,341.59	\$6,425.96	\$5,574.44	\$4,590.48
Old Main 2024	\$0.00	\$0.00	\$0.00	\$276.60	\$323.45	\$376.28	\$704.76	\$637.45	\$355.66	\$109.51	\$0.00	\$0.00
My Bar 2025	\$5,451.39	\$5,002.38	\$4,130.84	\$3,656.71	\$4,286.68	\$3,911.04	\$3,742.44	\$3,457.41	\$3,479.94	\$3,774.24	\$4,601.61	
Eagles 2025	\$5,320.03	\$7,511.23	\$6,459.52	\$5,291.93	\$4,443.26	\$5,223.98	\$4,778.33	\$4,831.29	\$5,667.15	\$6,170.19	\$5,681.46	

Community Betterment Funds



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Community Betterment 2025	\$131,322.96	\$133,278.25	\$141,451.82	\$141,457.34	\$141,467.85	\$158,442.06	\$165,532.11	\$164,185.75	\$170,544.10	\$177,431.73	\$177,458.21	
Community Betterment 2024	\$67,878.90	\$76,596.59	\$83,312.17	\$92,563.83	\$79,899.83	\$99,261.98	\$109,133.22	\$118,835.45	\$118,304.39	\$118,583.12	\$117,466.86	\$117,483.24
Community Betterment 2023	\$266,038.25	\$274,357.49	\$285,607.69	\$285,602.74	\$294,226.47	\$304,912.67	\$303,608.61	\$311,690.15	\$320,658.89	\$317,524.50	\$325,084.31	\$67,468.96

Report Criteria:

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

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ALARCON VILLALVA, TANIA (6979)								
ALARCON VILLALVA, TANIA	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	16.48		10/25	001-3500
Total ALARCON VILLALVA, TANIA (6979):					16.48			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	CAR SEATS	09/17/2025	975.59		10/25	201-5370
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/18/2025	62.91		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS PROGRAMMIN	09/18/2025	139.92		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS EQUIPMENT	09/19/2025	1,025.97		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/20/2025	124.74		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS PROGRAMMIN	09/20/2025	52.91		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/21/2025	334.39		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/22/2025	547.83		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/25/2025	311.97		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/25/2025	335.32		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/28/2025	11.39		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS - GLOWFORGE	09/29/2025	7,294.00		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/29/2025	595.72		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/30/2025	10.80		10/25	702-5692
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	09/30/2025	490.38		10/25	702-5692
AMAZON BUSINESS	1	Invoice	CREDIT MEMO	10/01/2025	62.91-		10/25	702-5692
AMAZON BUSINESS	1	Invoice	BATTERIES-PATROL EQU	10/02/2025	89.38		10/25	201-8500
AMAZON BUSINESS	1	Invoice	TOOL KIT-SPECIAL INVE	10/02/2025	27.99		10/25	201-5660
Total AMAZON BUSINESS (6116):					12,368.30			
ARMOR EQUIPMENT (6758)								
ARMOR EQUIPMENT	1	Invoice	GUTTER BROOM 4-SEG	09/16/2025	487.16	1797	10/25	401-5771
ARMOR EQUIPMENT	1	Invoice	12IN ROUND CONVEX MI	09/25/2025	185.68		10/25	401-5968
Total ARMOR EQUIPMENT (6758):					672.84			
ASHER APOTHECARY LLC (6970)								
ASHER APOTHECARY LLC	1	Invoice	CANDLE MAKING GLASS	09/26/2025	148.15		10/25	702-5692
Total ASHER APOTHECARY LLC (6970):					148.15			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	09/02/2025	7.79		10/25	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	09/02/2025	12.34		10/25	701-5691
Total BAKER & TAYLOR (370):					20.13			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/17/2025	288.96		10/25	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/17/2025	432.00		10/25	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	09/17/2025	199.64		10/25	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/17/2025	118.08		10/25	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/17/2025	124.32		10/25	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/30/2025	108.48		10/25	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/30/2025	103.68		10/25	401-5980
Total BEATRICE CONCRETE CO (440):					1,375.16			
BEEKS, TYLER (6981)								
BEEKS, TYLER	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	107.94		10/25	001-3500
Total BEEKS, TYLER (6981):					107.94			
BELOHLAVY ESTATES LP (6336)								
BELOHLAVY ESTATES LP	1	Invoice	UTLITY OVERPAYMENT -	10/07/2025	13.25		10/25	999-1175
Total BELOHLAVY ESTATES LP (6336):					13.25			
BIETZ, CAROL (6976)								
BIETZ, CAROL	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	63.02		10/25	001-3500
Total BIETZ, CAROL (6976):					63.02			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	09/22/2025	2,253.56		10/25	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	09/24/2025	53.26		10/25	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	09/24/2025	52.25		10/25	502-7530
BLACK HILLS ENERGY	1	Invoice	7515-0723-40 210 E 14TH	09/24/2025	72.40		10/25	301-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	09/24/2025	434.66		10/25	701-7530
BLACK HILLS ENERGY	2	Invoice	0865-5518-13 228 E 14TH	09/24/2025	47.23		10/25	301-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	09/24/2025	128.90		10/25	003-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BLACK HILLS ENERGY (495):					3,042.26			
BORREGO, ERIK MANUEL (6973)								
BORREGO, ERIK MANUEL	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	69.75		10/25	001-3500
Total BORREGO, ERIK MANUEL (6973):					69.75			
CHAPIN LAWN CARE (6387)								
CHAPIN LAWN CARE	1	Invoice	MONTHLY MOWING	09/25/2025	260.00		10/25	201-5329
Total CHAPIN LAWN CARE (6387):					260.00			
CITY HALL FUND (830)								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	10/01/2025	548.00		10/25	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	10/01/2025	412.00		10/25	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	10/01/2025	265.00		10/25	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	10/01/2025	187.50		10/25	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	10/01/2025	150.00		10/25	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	10/01/2025	37.50		10/25	721-9680
Total CITY HALL FUND (830):					1,600.00			
CITY HEALTH FUND (835)								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	10/01/2025	245.00		10/25	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	10/01/2025	325.00		10/25	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	10/01/2025	165.00		10/25	701-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	10/01/2025	125.00		10/25	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	10/01/2025	45.00		10/25	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	10/01/2025	85.00		10/25	521-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	10/01/2025	205.00		10/25	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	10/01/2025	165.00		10/25	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	10/01/2025	165.00		10/25	003-9620
Total CITY HEALTH FUND (835):					1,525.00			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	10/01/2025	61.65		10/25	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	10/01/2025	58.88		10/25	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	10/01/2025	13,920.93		10/25	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	10/01/2025	1,888.83		10/25	003-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	5	Invoice	CHARGING STATION	10/01/2025	21.53		10/25	001-9890
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 1)	10/01/2025	824.61		10/25	201-5215
CITY REVENUE FUND	7	Invoice	GENERAL (POLICE 8)	10/01/2025	33.00		10/25	201-5610
CITY REVENUE FUND	8	Invoice	CITY HALL	10/01/2025	1,166.56		10/25	501-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (6)	10/01/2025	4,300.20		10/25	401-7530
CITY REVENUE FUND	10	Invoice	STREET & GRADE (7)	10/01/2025	164.32		10/25	401-5890
CITY REVENUE FUND	11	Invoice	FIRE MAINT.	10/01/2025	813.96		10/25	301-7530
CITY REVENUE FUND	12	Invoice	CEMETERY	10/01/2025	52.48		10/25	601-7530
CITY REVENUE FUND	13	Invoice	SAN. LANDFILL	10/01/2025	68.53		10/25	511-7530
CITY REVENUE FUND	14	Invoice	LIBRARY	10/01/2025	1,640.61		10/25	701-7530
CITY REVENUE FUND	15	Invoice	PARK & REC	10/01/2025	1,270.19		10/25	521-7530
CITY REVENUE FUND	16	Invoice	CIVIL SIRENS	10/01/2025	250.84		10/25	101-5490
CITY REVENUE FUND	17	Invoice	SWIMMING POOL	10/01/2025	103.19		10/25	522-7530
CITY REVENUE FUND	18	Invoice	COMM. DEVELOP.	10/01/2025	101.48		10/25	101-6201
CITY REVENUE FUND	19	Invoice	COMMUNITY ROOM	10/01/2025	546.87		10/25	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	10/01/2025	655.20		10/25	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	10/01/2025	48.18		10/25	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	10/01/2025	358.52		10/25	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	10/01/2025	38.54		10/25	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	10/01/2025	35.91		10/25	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	10/01/2025	27.00		10/25	701-7530
CITY REVENUE FUND	10	Invoice	PARK & REC	10/01/2025	275.97		10/25	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	10/01/2025	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	10/01/2025	68.51		10/25	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	10/01/2025	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	COMMUNITY ROOM	10/01/2025	9.00		10/25	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	10/01/2025	124.84		10/25	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	10/01/2025	434.27		10/25	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	10/01/2025	144.99		10/25	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	10/01/2025	719.35		10/25	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	10/01/2025	264.85		10/25	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	10/01/2025	74.73		10/25	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	10/01/2025	22.67		10/25	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	10/01/2025	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	10/01/2025	225.51		10/25	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	10/01/2025	360.58		10/25	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	10/01/2025	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	10/01/2025	446.02		10/25	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	10/01/2025	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	AIRPORT	10/01/2025	34.57		10/25	050-7530
CITY REVENUE FUND	15	Invoice	COMMUNITY ROOM	10/01/2025	75.17		10/25	503-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	16	Invoice	COMMUNITY GARDEN	10/01/2025	22.57		10/25	520-7530
CITY REVENUE FUND	1	Invoice	CASE OF TOILET PAPER	09/26/2025	94.77		10/25	501-5541
CITY REVENUE FUND	1	Invoice	CASE OF PAPER TOWEL	10/01/2025	35.21		10/25	401-5541
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	2,916.12		10/25	001-3500
Total CITY REVENUE FUND (860):					34,801.71			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	10/01/2025	29,167.00		10/25	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	10/01/2025	10,000.00		10/25	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	10/01/2025	21,000.00		10/25	150-1015
Total CITY TAX FUND (865):					60,167.00			
CODY, LIZ (6277)								
CODY, LIZ	1	Invoice	ARBORIST CERTIFICATI	09/29/2025	179.20		10/25	521-8481
Total CODY, LIZ (6277):					179.20			
COMMERCIAL RESTORATION GROUP (6968)								
COMMERCIAL RESTORATION GROUP	1	Invoice	SIDEWALK REPAIR	09/30/2025	1,845.00		10/25	201-5329
Total COMMERCIAL RESTORATION GROUP (6968):					1,845.00			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	LMI PRO SERIES MULTIF	09/18/2025	280.23	1782	10/25	002-2570
Total CORE & MAIN LP (1005):					280.23			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	10/01/2025	35.00		10/25	302-8500
Total CRETE AREA MEDICAL CENTER (1070):					35.00			
CRETE AUTO SUPPLY INC (3345)								
CRETE AUTO SUPPLY INC	1	Invoice	MOTOR OIL	09/03/2025	209.94		10/25	050-5791
CRETE AUTO SUPPLY INC	1	Invoice	OIL & FILTER	09/19/2025	41.77		10/25	002-8460
CRETE AUTO SUPPLY INC	1	Invoice	HEADLIGHT BULB	09/19/2025	14.49		10/25	401-5968
CRETE AUTO SUPPLY INC	1	Invoice	BATTERY	09/22/2025	189.99		10/25	401-5968
CRETE AUTO SUPPLY INC	1	Invoice	SERPENTINE BELT	09/23/2025	28.99		10/25	201-5791
CRETE AUTO SUPPLY INC	1	Invoice	BATTERY	09/24/2025	204.24		10/25	001-8460

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE AUTO SUPPLY INC	1	Invoice	VEHICLE MAINT	09/29/2025	11.48		10/25	002-8460
CRETE AUTO SUPPLY INC	1	Invoice	BATTERY	09/29/2025	210.02		10/25	001-8460
Total CRETE AUTO SUPPLY INC (3345):					910.92			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	UTILITY POSTAGE	10/01/2025	468.62		09/25	001-9650
CRETE POSTMASTER	2	Invoice	UTILITY POSTAGE	10/01/2025	468.62		09/25	002-9650
CRETE POSTMASTER	3	Invoice	UTILITY POSTAGE	10/01/2025	468.61		09/25	003-9650
Total CRETE POSTMASTER (1120):					1,405.85			
CRETE VOLUNTEER FIREMEN (1145)								
CRETE VOLUNTEER FIREMEN	1	Invoice	POOL AED EQUIPMENT	09/09/2025	191.11		10/25	722-5331
Total CRETE VOLUNTEER FIREMEN (1145):					191.11			
CRIST TOWING SERVICE (5635)								
CRIST TOWING SERVICE	1	Invoice	TOWING	08/30/2025	172.00		10/25	201-5812
Total CRIST TOWING SERVICE (5635):					172.00			
CUMMINS SALES AND SERVICE (5625)								
CUMMINS SALES AND SERVICE	1	Invoice	GENERATOR PLANNED	09/17/2025	695.04		10/25	201-5329
Total CUMMINS SALES AND SERVICE (5625):					695.04			
DANKO EMERGENCY EQUIPMENT CO (1200)								
DANKO EMERGENCY EQUIPMENT CO	1	Invoice	VEHICLE REPAIR	09/15/2025	788.05		10/25	301-5791
Total DANKO EMERGENCY EQUIPMENT CO (1200):					788.05			
DEMCO INC (1240)								
DEMCO INC	1	Invoice	OFFICE SUPPLIES	09/15/2025	85.10		10/25	701-9900
DEMCO INC	1	Invoice	FRIENDS-EQUIPMENT	09/24/2025	794.23		10/25	702-5692
Total DEMCO INC (1240):					879.33			
DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985)								
DHHS (DEPT OF HEALTH & HUMAN SERVICES)	1	Invoice	UTILITY OVERPAYMENT -	10/07/2025	201.92		10/25	999-1175

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985):					201.92			
DUTTON LAINSON COMPANY (1450)								
DUTTON LAINSON COMPANY	1	Invoice	#2 STRANDED 15KV TRX	09/11/2025	12,765.63	1794	10/25	001-1500
Total DUTTON LAINSON COMPANY (1450):					12,765.63			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	09/19/2025	4.85		10/25	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	09/19/2025	4.85		10/25	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	09/19/2025	4.36		10/25	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	PAPER	09/19/2025	173.97		10/25	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	PAPER & POCKET FILES	09/19/2025	232.61		10/25	721-9900
EAKES OFFICE SOLUTIONS	3	Invoice	PAPER	09/19/2025	57.99		10/25	301-9900
EAKES OFFICE SOLUTIONS	1	Invoice	CONTRACT ADMIN FEE &	10/01/2025	155.12		10/25	701-9740
EAKES OFFICE SOLUTIONS	1	Invoice	PAPER TOWELS	09/30/2025	170.24		10/25	201-5329
Total EAKES OFFICE SOLUTIONS (1475):					803.99			
ELECTRONIC CONTRACTING COMPANY (1520)								
ELECTRONIC CONTRACTING COMPANY	1	Invoice	ALARM MONITORING SE	10/01/2025	600.00		10/25	701-9740
Total ELECTRONIC CONTRACTING COMPANY (1520):					600.00			
ENVIRONMENTAL RESOURCE ASSOCIATES (6542)								
ENVIRONMENTAL RESOURCE ASSOCIATES	6	Adjustmen	ENTERPRISE AGMT FEE	09/11/2025	3,962.44-		09/25	001-9920
ENVIRONMENTAL RESOURCE ASSOCIATES	7	Adjustmen	ENTERPRISE AGMT FEE	09/11/2025	3,962.44-		09/25	002-9920
ENVIRONMENTAL RESOURCE ASSOCIATES	8	Adjustmen	ENTERPRISE AGMT FEE	09/11/2025	3,962.44-		09/25	003-9920
ENVIRONMENTAL RESOURCE ASSOCIATES	9	Adjustmen	ENTERPRISE AGMT FEE	09/11/2025	3,962.44-		09/25	101-9920
ENVIRONMENTAL RESOURCE ASSOCIATES	10	Adjustmen	ENTERPRISE AGMT FEE	09/11/2025	3,962.43-		09/25	401-9920
Total ENVIRONMENTAL RESOURCE ASSOCIATES (6542):					19,812.19-			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	09/10/2025	55.00		10/25	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					55.00			
ESRI INC (1665)								
ESRI INC	1	Invoice	ENTERPRISE AGMT FEE	09/11/2025	3,962.44		10/25	001-9920

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ESRI INC	2	Invoice	ENTERPRISE AGMT FEE	09/11/2025	3,962.44		10/25	002-9920
ESRI INC	3	Invoice	ENTERPRISE AGMT FEE	09/11/2025	3,962.44		10/25	003-9920
ESRI INC	4	Invoice	ENTERPRISE AGMT FEE	09/11/2025	3,962.44		10/25	101-9920
ESRI INC	5	Invoice	ENTERPRISE AGMT FEE	09/11/2025	3,962.43		10/25	401-9920
Total ESRI INC (1665):					19,812.19			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	10/01/2025	12.10		10/25	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	10/01/2025	15.12		10/25	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	10/01/2025	.61		10/25	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	10/01/2025	.61		10/25	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	10/01/2025	1.81		10/25	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	10/01/2025	60.50		10/25	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	10/01/2025	15.13		10/25	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	10/01/2025	15.12		10/25	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					121.00			
G & P DEVELOPMENT LANDFILL (1875)								
G & P DEVELOPMENT LANDFILL	1	Invoice	AUCTION ITEMS	09/08/2025	59.24		10/25	511-5340
Total G & P DEVELOPMENT LANDFILL (1875):					59.24			
GARAGE DOOR MECHANIX LLC (6966)								
GARAGE DOOR MECHANIX LLC	1	Invoice	TOP SEAL FOR BIFOLD	09/24/2025	915.00		10/25	050-5330
Total GARAGE DOOR MECHANIX LLC (6966):					915.00			
GONZALEZ GUILLEN, JAVIR (6983)								
GONZALEZ GUILLEN, JAVIR	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	178.99		10/25	001-3500
Total GONZALEZ GUILLEN, JAVIR (6983):					178.99			
GRUNWALD MECHANICAL CONTRACTORS & ENGINE (5847)								
GRUNWALD MECHANICAL CONTRACTORS & ENGI	1	Invoice	CHILLER DIAGNOSTIC &	08/19/2025	1,065.00	1796	10/25	531-6474
GRUNWALD MECHANICAL CONTRACTORS & ENGI	1	Invoice	CHILLER DOWN - LABOR	08/19/2025	1,505.00	1796	10/25	531-6474
GRUNWALD MECHANICAL CONTRACTORS & ENGI	1	Invoice	CHILLER WATER PUMP R	09/17/2025	2,965.85	1796	10/25	531-6474
GRUNWALD MECHANICAL CONTRACTORS & ENGI	1	Invoice	CHILLER WATER BYPASS	09/17/2025	2,404.15	1796	10/25	531-6474

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total GRUNWALD MECHANICAL CONTRACTORS & ENGINE (5847):					7,940.00			
HAVLAT REPAIR (6178)								
HAVLAT REPAIR	1	Invoice	VEHICLE REPAIRS	09/13/2025	1,358.00		10/25	302-5791
Total HAVLAT REPAIR (6178):					1,358.00			
HAWKS PLUMBING AND HEATING LLC (5997)								
HAWKS PLUMBING AND HEATING LLC	1	Invoice	A/C REPAIR	04/29/2025	430.00		10/25	501-5330
Total HAWKS PLUMBING AND HEATING LLC (5997):					430.00			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	09/24/2025	7.46		10/25	301-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	09/24/2025	.37		10/25	501-7530
Total HEARTLAND NATURAL GAS (2175):					7.83			
HEATH SPORTS (2180)								
HEATH SPORTS	1	Invoice	FLAG FOOTBALL SHIRTS	08/28/2025	629.30		10/25	721-5584
Total HEATH SPORTS (2180):					629.30			
J PETTIECORD (6971)								
J PETTIECORD	1	Invoice	MULCH-PLAYGROUND R	09/29/2025	2,737.96		10/25	521-5332
J PETTIECORD	1	Invoice	MULCH-PLAYGROUND R	10/01/2025	2,737.96		10/25	521-5332
Total J PETTIECORD (6971):					5,475.92			
JAY'S OIL CO (2405)								
JAY'S OIL CO	1	Invoice	TIRE REPAIR	09/17/2025	35.00		10/25	002-8460
Total JAY'S OIL CO (2405):					35.00			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R222218.00 SOLAR FARM	09/22/2025	291.25		10/25	001-2000
Total JEO CONSULTING GROUP INC. (2425):					291.25			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
KIDWELL (2580)								
KIDWELL	1	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	24.09		10/25	101-6050
KIDWELL	2	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	24.09		10/25	201-6050
KIDWELL	3	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	24.09		10/25	401-6050
KIDWELL	4	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	6.57		10/25	601-6050
KIDWELL	5	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	6.57		10/25	301-6050
KIDWELL	6	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	24.09		10/25	701-6050
KIDWELL	7	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	13.14		10/25	721-6050
KIDWELL	8	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	6.57		10/25	521-6050
KIDWELL	9	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	6.57		10/25	501-6050
KIDWELL	10	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	6.57		10/25	050-6050
KIDWELL	11	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	28.47		10/25	001-9910
KIDWELL	12	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	24.09		10/25	002-9910
KIDWELL	13	Invoice	DUO ESSENTIAL SOFTW	10/01/2025	24.09		10/25	003-9910
Total KIDWELL (2580):					219.00			
LARA, EZEQUIEL IGNACIO (2680)								
LARA, EZEQUIEL IGNACIO	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	95.45		10/25	001-3500
Total LARA, EZEQUIEL IGNACIO (2680):					95.45			
LIFE-ASSIST INC (2745)								
LIFE-ASSIST INC	1	Invoice	MEDICAL SUPPLIES	09/16/2025	240.00		10/25	302-5341
Total LIFE-ASSIST INC (2745):					240.00			
LIMA, HENDERSON (6977)								
LIMA, HENDERSON	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	45.69		10/25	001-3500
Total LIMA, HENDERSON (6977):					45.69			
LINCOLN WINWATER WORKS COMPANY (2810)								
LINCOLN WINWATER WORKS COMPANY	1	Invoice	SEWER MAIN CLEANOUT	09/15/2025	93.01		10/25	003-8021
Total LINCOLN WINWATER WORKS COMPANY (2810):					93.01			
LWE SAY (6963)								
LWE SAY	1	Invoice	CELEBRATE CRETE EVE	09/12/2025	250.00		10/25	101-6208

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total LWE SAY (6963):					250.00			
MARTINEZ CRUZ, GLENDY (6980)								
MARTINEZ CRUZ, GLENDY	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	47.49		10/25	001-3500
Total MARTINEZ CRUZ, GLENDY (6980):					47.49			
MATHESON TRI-GAS INC (3020)								
MATHESON TRI-GAS INC	1	Invoice	OXYGEN-ACT#42731	09/30/2025	208.35		10/25	302-5265
Total MATHESON TRI-GAS INC (3020):					208.35			
MATOS PEREZ, DAIRON MIGUEL (6982)								
MATOS PEREZ, DAIRON MIGUEL	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	79.67		10/25	001-3500
Total MATOS PEREZ, DAIRON MIGUEL (6982):					79.67			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	09/17/2025	82.67		10/25	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	09/24/2025	82.67		10/25	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	10/01/2025	91.92		10/25	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					257.26			
MELGAR, NESTOR PINEDA (6974)								
MELGAR, NESTOR PINEDA	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	260.00		10/25	001-3500
Total MELGAR, NESTOR PINEDA (6974):					260.00			
MENARDS - LINCOLN SOUTH (3115)								
MENARDS - LINCOLN SOUTH	1	Invoice	RAILROAD TIES	09/23/2025	1,194.72		10/25	521-5332
Total MENARDS - LINCOLN SOUTH (3115):					1,194.72			
MIDWEST LABORATORIES INC (3195)								
MIDWEST LABORATORIES INC	1	Invoice	LABS	10/02/2025	2,471.67		10/25	003-7282
Total MIDWEST LABORATORIES INC (3195):					2,471.67			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	09/22/2025	682,361.35		10/25	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	09/22/2025	6.33		10/25	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	09/22/2025	90,777.23		10/25	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					773,144.91			
NE PUBLIC HEALTH ENVIRONMENTAL LAB (3480)								
NE PUBLIC HEALTH ENVIRONMENTAL LAB	1	Invoice	LABS	09/15/2025	17.00		10/25	003-7282
NE PUBLIC HEALTH ENVIRONMENTAL LAB	1	Invoice	LAB	09/16/2025	2,415.00		10/25	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LAB (3480):					2,432.00			
NEBRASKA BOUNCE (6964)								
NEBRASKA BOUNCE	1	Invoice	CELEBRATE CRETE	09/15/2025	395.00		10/25	101-6208
Total NEBRASKA BOUNCE (6964):					395.00			
NEBRASKA SIGN (6951)								
NEBRASKA SIGN	1	Invoice	CITY PARK SIGN	09/18/2025	3,488.88		10/25	521-1020
Total NEBRASKA SIGN (6951):					3,488.88			
NEBRASKA.GOV (3575)								
NEBRASKA.GOV	1	Invoice	JUSTICE CASE LISTING (09/30/2025	3.00		10/25	101-5420
Total NEBRASKA.GOV (3575):					3.00			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR	09/23/2025	27.99		10/25	521-5810
Total NEBRASKALAND TIRE INC (5636):					27.99			
NMC LLC (3675)								
NMC LLC	1	Invoice	CAT LOADER PARTS	09/17/2025	155.66		10/25	401-5968
NMC LLC	1	Invoice	CAT LOADER PARTS	09/18/2025	49.35		10/25	401-5968
NMC LLC	1	Invoice	CREDIT NOTE	10/02/2025	24.59-		10/25	401-5968
Total NMC LLC (3675):					180.42			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ODEYS INC (3750)								
ODEYS INC	1	Invoice	SOFTBALL MATERIALS	09/30/2025	72.57		10/25	521-5582
Total ODEYS INC (3750):					72.57			
OLSSON (3775)								
OLSSON	1	Invoice	#023-04638 SCADA ON C	09/17/2025	1,004.81		10/25	003-9910
OLSSON	2	Invoice	#023-04638 SCADA ON C	09/17/2025	1,004.81		10/25	002-9910
OLSSON	3	Invoice	#023-04638 SCADA ON C	09/17/2025	1,004.81		10/25	001-9910
Total OLSSON (3775):					3,014.43			
ONE CALL CONCEPTS INC (3810)								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	09/30/2025	35.57		10/25	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	09/30/2025	35.57		10/25	002-9730
Total ONE CALL CONCEPTS INC (3810):					71.14			
ONE SOURCE THE BACKGROUND CHECK (3815)								
ONE SOURCE THE BACKGROUND CHECK	1	Invoice	BACKGROUND CHECK	09/30/2025	66.00		10/25	201-5163
ONE SOURCE THE BACKGROUND CHECK	2	Invoice	BACKGROUND CHECK	09/30/2025	66.00		10/25	721-5163
Total ONE SOURCE THE BACKGROUND CHECK (3815):					132.00			
OVERDRIVE INC (6567)								
OVERDRIVE INC	1	Invoice	DEPOSIT ON ACCOUNT F	09/25/2025	2,000.00		10/25	702-5692
Total OVERDRIVE INC (6567):					2,000.00			
PAPER TIGER SHREDDING (3905)								
PAPER TIGER SHREDDING	1	Invoice	PAPER SHREDDING	09/30/2025	35.00		10/25	201-5329
Total PAPER TIGER SHREDDING (3905):					35.00			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL SERV-CI	09/15/2025	60.00		10/25	501-5750
Total PRESTO-X (4050):					60.00			
PRUDOT, NOLBIA (6972)								
PRUDOT, NOLBIA	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	23.04		10/25	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total PRUDOT, NOLBIA (6972):					23.04			
RAMOS, ZORAIDA (4175)								
RAMOS, ZORAIDA	1	Invoice	MILEAGE	09/30/2025	56.63		10/25	701-9760
Total RAMOS, ZORAIDA (4175):					56.63			
SACK LUMBER CO (4385)								
SACK LUMBER CO	1	Invoice	BLDG & GRND MAINT	09/25/2025	142.85		10/25	001-7220
SACK LUMBER CO	1	Invoice	2X6-8 1 TREATED LUMBE	09/26/2025	17.18		10/25	001-7220
SACK LUMBER CO	1	Invoice	TREATED LUMBER/WND	09/29/2025	20.94		10/25	001-7220
Total SACK LUMBER CO (4385):					180.97			
SALINE COUNTY COURT (5611)								
SALINE COUNTY COURT	1	Invoice	CASE CI-25-402 CITY VS	10/01/2025	52.00		10/25	101-5420
Total SALINE COUNTY COURT (5611):					52.00			
SANDHILLS ENERGY (6969)								
SANDHILLS ENERGY	1	Invoice	SOLAR ENERGY SEPT 20	10/01/2025	9,318.25		10/25	001-7241
Total SANDHILLS ENERGY (6969):					9,318.25			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	07/31/2025	562.74		10/25	302-5800
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	08/31/2025	475.01		10/25	302-5800
SAPP BROS PETROLEUM	2	Invoice	FUEL - ACCT #742498	08/31/2025	143.64		10/25	301-5800
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	08/31/2025	82.54		10/25	302-5800
Total SAPP BROS PETROLEUM (4505):					1,263.93			
SECURITY EQUIPMENT INC (5787)								
SECURITY EQUIPMENT INC	1	Invoice	CITY HALL-WALL MOUNT	09/16/2025	55.00		10/25	501-6484
Total SECURITY EQUIPMENT INC (5787):					55.00			
SEGRA (6762)								
SEGRA	1	Invoice	ETHERNET INTERNET/P	10/01/2025	125.05		10/25	101-5792
SEGRA	2	Invoice	ETHERNET INTERNET/P	10/01/2025	170.34		10/25	201-5792

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEGRA	3	Invoice	ETHERNET INTERNET/P	10/01/2025	125.05		10/25	301-5792
SEGRA	4	Invoice	ETHERNET INTERNET/P	10/01/2025	125.05		10/25	203-5792
SEGRA	5	Invoice	ETHERNET INTERNET/P	10/01/2025	125.06		10/25	401-5792
SEGRA	6	Invoice	ETHERNET INTERNET/P	10/01/2025	125.06		10/25	521-5792
SEGRA	7	Invoice	ETHERNET INTERNET/P	10/01/2025	125.06		10/25	701-5792
SEGRA	8	Invoice	ETHERNET INTERNET/P	10/01/2025	125.06		10/25	721-5792
SEGRA	9	Invoice	ETHERNET INTERNET/P	10/01/2025	141.58		10/25	001-9911
SEGRA	10	Invoice	ETHERNET INTERNET/P	10/01/2025	125.06		10/25	002-9911
SEGRA	11	Invoice	ETHERNET INTERNET/P	10/01/2025	125.06		10/25	003-9911
Total SEGRA (6762):					1,437.43			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	HISTORIC COMM	09/17/2025	6.36		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ECONOMIC DEV	09/17/2025	6.82		10/25	801-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PLANNING COMM	09/17/2025	11.82		10/25	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE	09/24/2025	9.55		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORD 2254	09/24/2025	8.64		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORD 2258	09/24/2025	8.64		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORD 2257	09/24/2025	8.18		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORD 2259	09/24/2025	9.55		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	2025 BUDGET HEARING	09/24/2025	84.00		10/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	09/24/2025	127.54		10/25	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					281.10			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL & FILTER TRANSIT V	09/17/2025	48.50		10/25	001-8460
SID DILLON FORD	1	Invoice	OIL CHANGE UNIT 2	09/25/2025	80.43		10/25	201-5801
SID DILLON FORD	1	Invoice	OIL & FILTER 2014 F-150	10/02/2025	49.26		10/25	521-5801
Total SID DILLON FORD (4635):					178.19			
SIEDHOFF, ROBERT (6984)								
SIEDHOFF, ROBERT	1	Invoice	UTILITY OVERPAYMENT -	10/07/2025	11.57		10/25	999-1175
Total SIEDHOFF, ROBERT (6984):					11.57			
SIGN SOLUTIONS USA LLC (5832)								
SIGN SOLUTIONS USA LLC	1	Invoice	BOSWELL AVE//HIP WHIT	09/26/2025	19.01	1792	10/25	401-6000
SIGN SOLUTIONS USA LLC	2	Invoice	LONGWOOD DR//HIP WHI	09/26/2025	35.17	1792	10/25	401-6000

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SIGN SOLUTIONS USA LLC	3	Invoice	VALLEYVIEW DR//HIP WH	09/26/2025	17.58	1792	10/25	401-6000
SIGN SOLUTIONS USA LLC	4	Invoice	R1-1//STOP//HIP WHITE 3	09/26/2025	187.10	1792	10/25	401-6000
Total SIGN SOLUTIONS USA LLC (5832):					258.86			
SPATZ, JORDAN (6978)								
SPATZ, JORDAN	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	62.16		10/25	001-3500
Total SPATZ, JORDAN (6978):					62.16			
STEARNS, ERIC L (5793)								
STEARNS, ERIC L	1	Invoice	2025 CERAMIC BOOKS	08/09/2025	100.00		10/25	702-5692
Total STEARNS, ERIC L (5793):					100.00			
TELLEZ, NANCY (4960)								
TELLEZ, NANCY	1	Invoice	LEAGUE NE MUNIC CON	09/29/2025	140.34		10/25	101-9760
Total TELLEZ, NANCY (4960):					140.34			
THOMAS, WENDY (5792)								
THOMAS, WENDY	1	Invoice	COMTO SITE VISIT	09/17/2025	15.00		10/25	101-6208
Total THOMAS, WENDY (5792):					15.00			
TRI STATE OIL RECLAIMERS INC (5577)								
TRI STATE OIL RECLAIMERS INC	1	Invoice	USED OIL PICKED UP	09/23/2025	75.00		10/25	511-5340
Total TRI STATE OIL RECLAIMERS INC (5577):					75.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	09/20/2025	10.91		10/25	003-9650
UPS	1	Invoice	POSTAGE	09/27/2025	10.91		10/25	003-9650
Total UPS (5240):					21.82			
USABLUBOOK (5250)								
USABLUBOOK	1	Invoice	AUTOPRIME HEAD 0.9 A	09/17/2025	670.21	1795	10/25	002-7091
USABLUBOOK	2	Invoice	LMI REPAIR KIT RPM-D98	09/17/2025	476.00	1795	10/25	002-7091

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total USABLUEBOOK (5250):					1,146.21			
WASTE CONNECTIONS OF NEBRASKA (5360)								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1945 FOREST AVE	10/01/2025	60.14		10/25	201-5329
WASTE CONNECTIONS OF NEBRASKA	2	Invoice	243 E 13TH ST	10/01/2025	208.63		10/25	501-7530
WASTE CONNECTIONS OF NEBRASKA	3	Invoice	1420 MAIN AVE	10/01/2025	21.49		10/25	502-7530
WASTE CONNECTIONS OF NEBRASKA	4	Invoice	320 W 9TH ST	10/01/2025	30.07		10/25	001-8000
WASTE CONNECTIONS OF NEBRASKA	5	Invoice	320 W 9TH ST	10/01/2025	30.07		10/25	002-8000
WASTE CONNECTIONS OF NEBRASKA	6	Invoice	100 S MAIN AVE	10/01/2025	157.42		10/25	003-7530
WASTE CONNECTIONS OF NEBRASKA	7	Invoice	1440 LINDEN	10/01/2025	78.63		10/25	001-7220
WASTE CONNECTIONS OF NEBRASKA	8	Invoice	5TH FOREST AVE	10/01/2025	.00		00/00	522-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	2429 CO RD F	10/01/2025	96.71		10/25	050-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1515 FOREST AVE	10/01/2025	94.83		10/25	701-5330
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	TUXEDO PARK	10/01/2025	237.66		10/25	521-7530
Total WASTE CONNECTIONS OF NEBRASKA (5360):					1,015.65			
WENDELL BATISTA ESTEVEZ & (6975)								
WENDELL BATISTA ESTEVEZ &	1	Invoice	CONSUMER DEPOSIT AP	10/07/2025	14.20		10/25	001-3500
Total WENDELL BATISTA ESTEVEZ & (6975):					14.20			
WILBER PLUMBING, HEATING & AIR (5589)								
WILBER PLUMBING, HEATING & AIR	1	Invoice	A/C REPAIR	09/15/2025	1,084.99		10/25	003-7220
Total WILBER PLUMBING, HEATING & AIR (5589):					1,084.99			
XPRESS BILL PAY (ACH) (5606)								
XPRESS BILL PAY (ACH)	1	Invoice	ONLINE PMT FEE	09/30/2025	604.99		10/25	001-9926
XPRESS BILL PAY (ACH)	2	Invoice	ONLINE PMT FEE	09/30/2025	604.99		10/25	002-9926
XPRESS BILL PAY (ACH)	3	Invoice	ONLINE PMT FEE	09/30/2025	604.98		10/25	003-9926
Total XPRESS BILL PAY (ACH) (5606):					1,814.96			
Grand Totals:					964,627.74			

<u>GL Period</u>	<u>Amount</u>
10/25	983,034.08
09/25	18,406.34-
00/00	.00
Grand Totals:	<u><u>964,627.74</u></u>

Vendor number hash: 707123
Vendor number hash - split: 1005309
Total number of invoices: 172
Total number of transactions: 293

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	964,627.74	.00	964,627.74
Grand Totals:	<u><u>964,627.74</u></u>	<u><u>.00</u></u>	<u><u>964,627.74</u></u>

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

PROGRAM

FOR FAA FISCAL YEARS 2025, 2026 & 2027

Crete Municipal Airport

Crete, Nebraska

December 2024

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

**Crete Municipal Airport
Crete, Nebraska**

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The **City of Crete**, Nebraska, Sponsor of Crete Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (U.S. DOT), 49 CFR Part 26. The **City of Crete** has received Federal financial assistance from the U.S. Department of Transportation, and as a condition of receiving this assistance, the **City of Crete** has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the **City of Crete** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in U.S. DOT–assisted contracts. It is also the **City of Crete’s** policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in U.S. DOT assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Tom Ourada, City Administrator, City of Crete, has been delegated as the DBE Liaison Officer. In that capacity, **Tom Ourada, City Administrator**, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the **City of Crete** in its financial assistance agreements with the Department of Transportation.

The **City of Crete** has disseminated this policy statement to the **City of Crete’s governing officials** and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on **City of Crete** U.S. DOT-assisted contracts. The distribution was accomplished by **inclusion in bid specifications**.

Mayor: _____

Date: _____

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The **City of Crete** is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The **City of Crete** will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The **City of Crete** will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the **City of Crete** will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Record Keeping Requirements

Reporting to NDOT

The **City of Crete** will provide data about its DBE Program to the Department as directed by U.S. DOT operating administrations.

DBE participation will be reported to Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) as follows:

The **City of Crete** will transmit to **NDOT-A** annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. The **City of Crete** will similarly report the required information about participating DBE firms. All reporting will be done through the **NDOT-A** official reporting system, or another format acceptable to **NDOT-A** as instructed thereby.

Bidders List

The **Nebraska Department of Transportation – Division of Aeronautics (NDOT-A)**, acting as agent for the **City of Crete**, will collect bidders list information as described in § 26.11(c)(2) using

forms included in **Attachment 3** and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The **City of Crete** will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc) rather than requesting an exact figure from the firm.

The **City of Crete** will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

The **City of Crete** will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the **City of Crete** will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The **Nebraska Department of Transportation** for the **Nebraska** Unified Certification Program (UCP) established pursuant to § 26.81 must report to DOT's Departmental Office of Civil Rights each year, the following information:

- The number and percentage of in-state and out-of-state DBE certifications by gender and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority);
- The number of DBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible
- The number of decertified firms:
 - Total in-state and out-of-state firms decertified
 - Names of in-state and out-of-state firms decertified because Socially and Economically Disadvantaged Owner (SEDO) exceeded the personal net worth cap

- Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.
- The number of in-state and out-of-state firms summarily suspended
- The number of in-state and out-of-state applications received for an individualized determination of social and economic disadvantaged status
- The number of in-state and out-of-state firms certified whose owner(s) made an individualized showing of social and economic disadvantaged status

Records retention and reporting:

The **City of Crete** will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the **City of Crete** will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the **City of Crete** financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Assurances Recipients and Contractors Must Make

The **City of Crete** has signed the following assurances, applicable to all U.S. DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the **City of Crete** signs with a NDOT operating administration (or a primary recipient) will include the following assurance:

The **City of Crete** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **City of Crete** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The **City of Crete's** DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **City of Crete** of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: The **City of Crete** will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure

by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The City of Crete is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The City of Crete is not eligible to receive U.S. DOT financial assistance unless U.S. DOT has approved this DBE program and the City of Crete is in compliance with it and Part 26. The City of Crete will continue to carry out this program until all funds from U.S. DOT financial assistance have been expended. The City of Crete does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for U.S. DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the **City of Crete**:

Name: Tom Ourada, City Administrator
Address: P.O. Box 86
City: Crete, Nebraska 68333-0086
Telephone: 402-826-4408
Email: tom.ourada@crete.ne.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the **City of Crete** complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the **Mayor of the City of Crete** concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. However, the **City of Crete** does not have a dedicated civil rights department. The **City of Crete** uses staff from NDOT-A and the **Nebraska Department of Transportation (NDOT)** Civil Rights Office for guidance on matters concerning the DBE program and to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by U.S. DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the **City of Crete's** progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
- ~~9. Chairs the DBE Advisory Committee.~~
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- ~~12. Plans and participates in DBE training seminars.~~
- ~~13. Acts as liaison to the Uniform Certification Process.~~
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
- ~~15. Maintains the agency's updated directory on certified DBEs.~~

NOTES*

Item 9: Given the very small size of the Sponsor organization, there is no defined DBE Advisory Committee. The DBELO does, however, advise the entire organization on DBE matters and achievements, per Item 8.

Item 12: Given the very small size of the Sponsor organization, the organization does not have the resources to plan and participate in DBE training seminars. For this duty or responsibility, the organization relies on the resources of the NDOT and their Civil Rights Office to provide appropriate training opportunities.

Item 13: Per Section 26.31 below, the Sponsor is a non-certifying member of the Nebraska Unified Certification Program (UCP). As a non-certifying, or Signatory, member, the Sponsor agrees to

designate the NDOT Highway Civil Rights Office (HCRO) as the sole certifying agency of the NUCP.

Item 15: Per Sections 26.31, the **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. This is the directory used by the Sponsor.

Section 26.27 DBE Financial Institutions

It is the policy of the **City of Crete** to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on U.S. DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

Utilizing a list of Nebraska banks provided by the Nebraska Department of Banking and Finance, we determined that there are four (4) banks in Crete as of June 14, 2024: Pinnacle Bank, First Interstate Bank, Union Bank and Trust Company, and City Bank & Trust Company. Following the process used by the Nebraska Department of Transportation, the **City of Crete** investigated the availability of socially and economically disadvantaged financial institutions in Nebraska, including the 4 institutions noted above, using the following reports/lists:

- Federal Deposit Insurance Corporation Report to Congress for 2022, “Preservation and Promotion of Minority Depository Institutions”
(<https://www.fdic.gov/regulations/resources/minority/congress/index.html>)
- Federal Deposit Insurance Corporation Minority Depository Institutions List
(<https://www.fdic.gov/regulations/resources/minority/mdi.html>)
- Federal Deposit Insurance Corporation Minority Depository Institutions MDI and CDFI Ban Locator (<https://fdic-gis.maps.arcgis.com/apps/webappviewer/index.html?id=76c05acdf50f4e3db35cd042103e998e>)
- Office of the Comptroller of the Currency Minority and Women-Owned Depository List (<https://www.occ.treas.gov/topics/consumers-and-communities/minority-outreach/locations-list-view-minority.html?category=ho&type=people>)

From this review, only one depository institution in the state, The First National Bank of Gordon, is noted on the Office of the Comptroller of the Currency’s Minority and Women-Owned Depository list, as a Women Owned business. No other lists included the First National Bank of Gordon, or any other socially or economically disadvantaged financial institutions. None of the 4 local institutions noted above were listed on any minority list.

According to Part 26.27, the **City of Crete** is required to “thoroughly investigate ... financial institutions ... in your community.” Anywhere is a city with a population of less than 7,500. It is located in an area with no suburbs. The **City of Crete** constitutes the **City of Crete’s** community. The **City of Crete** has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The **City of Crete’s** community under 26.27 and the **City of Crete’s** market area under 26.45 are not the same areas. Due to the area’s low population density, contractors typically travel hundreds of miles to participate on U.S. DOT-assisted contracts. Therefore, the **City of Crete’s** market area that was used to establish their overall DBE goal is discussed in **Attachment 5**. It would be impractical, infeasible, and unreasonable for the **City of Crete** to use a financial institution outside of their community.

Section 26.29 Prompt Payment Mechanisms

The **City of Crete** requires that all subcontractors performing work on U.S. DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR §26.29, the **City of Crete** established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor’s receipt of each payment from the **City of Crete**.

The **City of Crete** ensures prompt and full payment of retainage from the prime contractor to the subcontractor within no later than 30 days after the subcontractor’s work is satisfactorily completed. Pursuant to §26.29, the **City of Crete** has selected the following method to comply with this requirement:

(1) The **City of Crete** will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the **City of Crete’s** payment to the prime contractor.

To implement this measure, the **City of Crete** includes the following clause from FAA Advisory Circular 150/5370-10 in each U.S. DOT-assisted prime construction contract:

- (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the **City of Crete**. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur

only for good cause following written approval of the **City of Crete**. This clause applies to both DBE and non-DBE subcontractors.

- (b) In the event of noncompliance with this provision, the **City of Crete** may impose appropriate penalties in accordance with terms and conditions of this contract.
- (c) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Section 26.31 Directory of Certified Firms

The **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. The directory is available from:

Minority Business Coordinator
Nebraska Department of Transportation
P.O. Box 94759
Lincoln, NE 68509
402-479-3728
<https://dot.nebraska.gov/business-center/civil-rights/>

The directory lists firms that have passed NDOT's certification process. The listing includes the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. NDOT updates the directory at least quarterly.

Section 26.33 Over-concentration

The **City of Crete** has not identified that over-concentration exists the types of work that DBEs perform and has not implemented a Business Development Program

Section 26.35 Business Development and Mentor-Protégé Programs

The **City of Crete** has not established a Business Development Program or Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37 Monitoring Responsibilities

The **City of Crete** implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the **City of Crete's** DBE program.

The **City of Crete** actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The **City of Crete** undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070.
- Keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The **City of Crete** requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the **City of Crete's** financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the **City of Crete** or U.S. DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The **City of Crete** proactively reviews contract payments every quarter to subcontractors including DBEs. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the **City of Crete** by the prime contractor.

Prompt Payment Dispute Resolution

The **City of Crete** will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

In the event of a dispute as to whether work has been satisfactorily completed or not, the DBELO shall schedule and attend a meeting between the **City of Crete, Engineering Consultant, the project prime contractor and the DBE subcontractor**. Attendees for the prime contractor and DBE subcontractor shall have an appropriate authority to enter into decisions obligating their respective company.

The **City of Crete** has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- (1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:

- (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.
- (b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.
- (c) Subject to the approval of the Sponsor, the prime contractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes that may arise.
- (d) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the **City of Crete** to resolve prompt payment disputes, affected subcontractor may contact the responsible NDOT-A contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The **City of Crete** will provide appropriate means to enforce the requirements of §26.29. These means include:

In the event of non-compliance with the DBE regulation by a participant in our procurement activities, the **City of Crete** has available several remedies to enforce the DBE requirements contained in its contract, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute

- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

The **City of Crete** will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The **City of Crete** reviews contracting records and has engaged with a professional consultant to assist in actively monitoring work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the professional consultant. Contracting records are maintained by the professional consultant and reviewed by Tom Ourada, City Administrator. The **City of Crete** will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering small business participation

The **City of Crete** has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as **Attachment 10** to this DBE Program. The program elements will be actively implemented to foster small business participation. **Implementation of the small business element is required in order for the City of Crete to be considered by U.S. DOT as implementing this DBE program in good faith.**

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The **City of Crete** does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The City of Crete will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding U.S. DOT -funded prime contracts the cumulative total value of which exceeds \$250,000 in U.S. DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the City of Crete will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of NDOT.

NDOT:

<https://dot.nebraska.gov/business-center/civil-rights/>

FAA:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the **City of Crete** does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the **City of Crete** will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Method: The following is a summary of the method we used to calculate this goal:

We consulted with NDOT-A to establish the geographical area from which we could reasonably expect ready, willing, and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we search the US Census Bureau's data base to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the project. We review the NDOT data base to identify the number of certified DBE's in the geographical area with work codes similar to the NAICS codes.

Step 1: The first step is to determine a base figure for the relative availability of DBEs in the market area. The **City of Crete** will use a Bidders List, the goal of another NDOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45 as a method to determine the base figure. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See **Attachment 5**: "Step 1: Goal Setting Process for details". The **City of Crete** understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2: The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, and/or information about barriers to entry to past competitiveness of DBEs on contracts. The **City of Crete** will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

We have been unable to find evidence of past discrimination and have not identified any barriers in our local market area research. In addition, NDOT-A is not aware of past discrimination and has not identified any barriers in our local market area research to adjust their base figure for over utilization or under-utilization to warrant adjustments to their base figure. Therefore, we have not adjusted our base figure due to discrimination.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the **City of Crete’s** market.

Process: Before establishing the overall goal each year, the **City of Crete** will consult with NDOT-A to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Crete’s** efforts to establish a level playing field for the participation of DBEs. The **City of Crete** may also consult with United Minority Contractors Association of Nebraska and the Urban League of Nebraska to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Crete’s** efforts to establish a level playing field for the participation of DBEs.

Following this consultation, NDOT-A, as agent for the **City of Crete**, will post the airport DBE program and its overall goal on the NDOT website and notify agencies and organizations, indicating that the **City of Crete** is interested in obtaining relevant information regarding goal setting and goal methodology. The link to the airport’s program and its overall goal online and the list of agencies and organizations selected are available in Attachment 5, under Public Participation. Each notice will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a “scheduled, direct, interactive exchange”) to discuss any questions or comments on DBE participation goal setting.

In establishing the overall goal, the **City of Crete** will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the **City of Crete** to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the **City of Crete** is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document

the consultation process in which the **City of Crete** engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the **City of Crete** will publish a notice announcing the proposed overall goal before submission to the FAA. The notice will be published in the local newspaper, posted on NDOT's official internet web site, and may be directly mailed to other local interested agencies. The list of potential agencies interested can be found in **Attachment 5**, under "Public Participation". If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the **Crete City Hall, 243 East 13th Street, Crete, Nebraska 68333-0086**. The link to the proposed goal is found below:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

This notice will provide that the **City of Crete** will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) and the location(s) where the proposal may be reviewed.

The Overall Three-Year DBE Goal submission to FAA will include a summary of information and comments received, if any, during this public participation process and the **City of Crete's** responses.

The **City of Crete** will establish its overall goal based on one or more projects. Our overall goal will be submitted to FAA at least 30 days prior to the first solicitation for a U.S. DOT-assisted contract for a project that contains a goal, including professional services, construction, or other contracts. Unless we have received other instructions from U.S. DOT, we will establish a goal on a project basis and begin using our overall goal by the time of the first solicitation for a contract that contains a goal.

The **City of Crete** will begin using the overall goal on October 1 of the relevant period, unless other instructions from U.S. DOT have been received.

Project Goals

If permitted or required by the U.S. DOT Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal

pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a U.S. DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The **City of Crete** understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the **City of Crete** for calculating goals is inadequate, FAA may, after consulting with the **City of Crete**, adjust the overall goal or require that the goal be adjusted by the **City of Crete**. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to meet overall goals

The City of Crete cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City of Crete fails to administer its DBE program in good faith.

The City of Crete understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The **City of Crete** understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.
- (3) The **City of Crete** will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49 How are overall goals established for transit vehicle manufacturers?

The **City of Crete** will require transit vehicle manufacturers (TVM), as a condition of being authorized to bid or propose on any FTA-assisted transit vehicle procurements, to certify that they have complied with the requirements of §26.49.

- (1) The **City of Crete** affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
- (2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
- (3) The **City of Crete** is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).
- (4) **The City of Crete** will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The **City of Crete** will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
- (3) Providing technical assistance and other services.
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on

prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

The **City of Crete** will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those U.S. DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a U.S. DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or

documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBE Liaison Officer is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The **City of Crete** will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for U.S. DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract.
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the City of Crete. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor the **City of Crete** will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue.

The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the **City of Crete** will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the **City of Crete** solicits proposals to design and build a project with minimal project details at time of letting, the **City of Crete** may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the **City of Crete** will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The **City of Crete** and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The **City of Crete** will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the **City of Crete** will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within three days of being informed by the **City of Crete** that it is **not responsive** because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Anna Burge, Attorney
City of Crete
P.O. Box 86
Crete, Nebraska
68333-0086
anna.burge@crete.ne.gov

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate

good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met, or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

The **City of Crete** will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the **City of Crete** deems appropriate if the prime contractor fails to comply with the requirements of this section.

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

The awarded contractor will be required to not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless the **City of Crete** causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The **City of Crete** will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the **City of Crete** written consent as provided in § 26.53(f); and
- (2) Unless the **City of Crete** consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **City of Crete** may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The **City of Crete** determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the **City of Crete** written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that the **City of Crete** has determined compels the termination of the DBE subcontractor.

Before transmitting to the **City of Crete**, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **City of Crete**, sent concurrently, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the **City of Crete** and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract or portion thereof and why the **City of Crete** should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the **City of Crete** may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the **City of Crete** requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if

necessary, at the request of the contractor. The **City of Crete** shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). Nebraska UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Nebraska UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Nebraska Department of Transportation
Minority Business Coordinator
P.O. Box 94759
Lincoln, NE 68509-4759.

The Uniform Certification Application form and documentation requirements are found in **Attachment 8** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The **City of Crete** accepts the certification procedures adopted by the NUCP for DBE contractors. The NUCP uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. If a contractor is certified on NUCP's current list, that contractor will be acceptable to the **City of Crete**.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the City of Crete

The **City of Crete** understands that if it fails to comply with any requirement of this part, the **City of Crete** may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

The **City of Crete** understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs

The provisions of this section apply to enforcement actions under FHWA and FTA programs. **ONLY** paragraph (2) of this section is also applicable in FAA programs.

- (1) **Noncompliance complaints.** Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. A complaint must be filed no later than 180 days after the date of the alleged violation or the date on which the complainant learned of a continuing course of conduct in violation of this part. In response to a complainant's written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of a complainant's identity as provided in § 26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.
- (2) **Compliance reviews.** The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

- (3) **Reasonable cause notice.** If it appears, from the investigation of a complaint or the results of a compliance review, that the **Recipient** is in noncompliance with part 26, the appropriate DOT office will promptly send the **Recipient**, return receipt requested, a written notice advising that there is reasonable cause to find the **Recipient** in noncompliance. The notice states the reasons for this finding and directs the **Recipient** to reply within 30 days concerning whether you wish to begin conciliation.
- (4) **Conciliation.**
 - a. If the **Recipient** requests conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of the request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.
 - b. If the **Recipient** and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and the **Recipient** is regarded as complying. The conciliation agreement sets forth the measures the **Recipient** has taken or will take to ensure compliance. While a conciliation agreement is in effect, the **Recipient** remains eligible for FHWA or FTA financial assistance.
 - c. The concerned operating administration shall monitor the implementation of the conciliation agreement and ensure that its terms are complied with. If the **Recipient** fail to carry out the terms of a conciliation agreement, the **Recipient** is in noncompliance.
 - d. If the **Recipient** does not request conciliation, or a conciliation agreement is not signed within the time provided earlier in this section, then enforcement proceedings begin.
- (5) **Enforcement actions.**
 - a. Enforcement actions are taken as provided in this subpart.
 - b. Applicable findings in enforcement proceedings are binding on all DOT offices.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty,

the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to U.S. DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with U.S. DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a

complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The **City of Crete**, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The **City of Crete** understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1	Regulations: Link to 49 CFR Part 26 (eCFR)
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

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Attachment 1

Regulations: 49 CFR Part 26

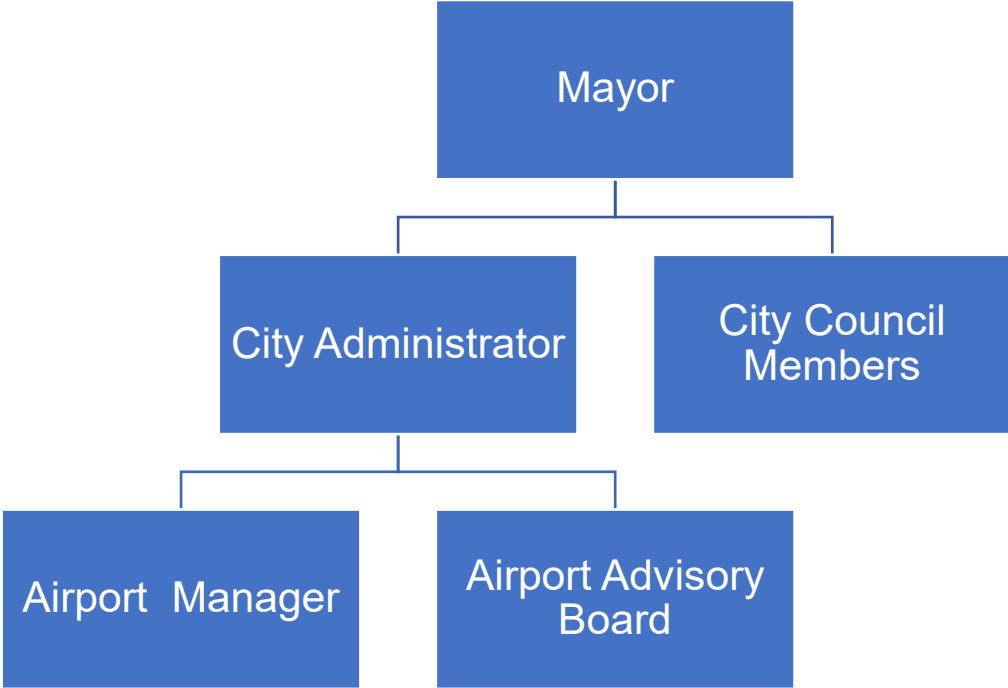
Regulations: 49 CFR Part 26,

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

Attachment 2

Organizational Chart



Mr. Tom Ourada, City Administrator, City of Crete, is the designated Liaison Officer. Thus, Mr. Ourada, has frequent contact, and direct, independent access to with the Mayor, Airport Manager, and Airport Advisory Board.

Attachment 3

Bidder's List Collection Form

The following form is to be completed at the time of bid submittal.

AIP Project: _____

Airport: _____

Location: _____

Note: § 26.11(c) requires Airport Sponsors to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. **The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).** The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.

Prime Contractors and/or Subcontractors Bidding on the Project

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

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Attachment 4

State of Nebraska DBE Directory.

State of Nebraska DBE Directory,

A directory of Nebraska DBE's is available at the following website:

<https://dot.nebraska.gov/business-center/civil-rights/>

Attachment 5

Overall DBE Three-Year Goal Methodology For FY 2025, 2026, 2027

DBE Goal Summary

Airport: Crete Municipal Airport, Crete, Nebraska
Sponsor: City of Crete

Goal Period: Fiscal Years 2025, 2026, 2027; October 1, 2024, through September 30, 2027

Anticipated U.S. DOT-Assisted Contracts:

<u>Contract</u>	<u>Contract Amount</u>	<u>Project Name</u>	<u>Type of Work</u>
FY 2025:	\$332,838	2-Bay Box Hangar (Phase 1)	Engineering Services
Subtotal FY 2025	\$332,838		
FY 2026:	\$1,331,350	2-Bay Box Hangar (Phase 2)	Construction
Subtotal FY 2026	\$1,331,350		
FY 2026:	\$214,800	Partial Parallel Taxiway	Engineering Services
	\$767,145	Partial Parralel Taxiway	Construction
Subtotal FY 2026	\$981,945		
Total:	\$2,646,133		

The Sponsor's overall 3-year DBE goal is: 0.50%

On U.S. DOT assisted contracts, the goal is to expend 0.50% of the Federal financial assistance on DBE's. It is anticipated that our overall DBE goal will be achieved through 0% race-neutral participation and 0.50% being achieved through race-conscious participation.

Total amount to be expended on DBE's: \$13,231

The following is a summary of our DBE expenditures for each fiscal year by contract:

<u>Fiscal Year</u>	<u>Contract Type</u>	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Total DBE Participation</u>	<u>Race Neutral</u>	<u>Race Conscious</u>
2025	Consultant/Engineering Services – 2-Bay Box Hangar (Phase 1)	\$332,838	\$0	0%	0%	0%
2026	Construction – 2-Bay Box Hangar (Phase 2)	\$1,331,350	\$8,321	0.63%	0%	0.63%
2027	Consultant/Engineering Services – Partial Parallel Taxiway	\$214,800	\$0	0%	0%	0%
2027	Construction – Partial Parallel Taxiway	\$767,145	\$4,910	0.64%	0%	0.64%
FY25, 26 & 27 TOTALS		\$2,646,133	\$13,231	0.50%	0%	0.50%

Step 1: Goal Setting Process (26.45 c)

The goal was calculated using the method described in our DBE program. We selected the following geographical areas (counties) that will be used to seek contractors for the projects during the various years. The specific geographical areas were selected based on information from Nebraska Department of Transportation - Division of Aeronautics. Specifically, we selected those contractors within the following Counties for the projects for the various years:

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FY 2025	FY 2026	FY 2027
Engineering Contract Only (No contractors needed)	Adams, Antelope, Boone, Buffalo, Burt, Butler, Cass, Cedar, Clay, Colfax, Cumming, Dakota, Dixon, Dodge, Douglas, Fillmore, Franklin, Gage, Garfield, Greeley, Hall, Hamilton, Harlan, Howard, Jefferson, Johnson, Kearney, Lancaster, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Pierce, Platte, Polk, Richardson, Saline, Sarpy, Saunders, Seward, Sherman, Stanton, Thayer, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York	Adams, Antelope, Boone, Buffalo, Burt, Butler, Cass, Cedar, Clay, Colfax, Cumming, Dakota, Dixon, Dodge, Douglas, Fillmore, Franklin, Gage, Garfield, Greeley, Hall, Hamilton, Harlan, Howard, Jefferson, Johnson, Kearney, Lancaster, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Pierce, Platte, Polk, Richardson, Saline, Sarpy, Saunders, Seward, Sherman, Stanton, Thayer, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York

In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE's that provide consulting/engineering services. Based on our past experience and information from the Nebraska Department of Transportation - Division of Aeronautics, we anticipate 4 to 6 consulting/engineering firms submitting statements of qualification for providing services at our airport. It should be noted that our engineering selection will be a qualification-based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

FY2025

We anticipate one contract for consulting/engineering services for Phase 1 of the 2-Bay Box Hangar Project and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

$$\begin{aligned}
 &\textbf{FY2025 Engineering Services Goal – 2-Bay Box Hangar (Phase1)} \\
 &(0 \text{ DBE Firms} / 6 \text{ total firms}) = 0\% \text{ DBE Participation for Consulting/Engineering Services} \\
 &0\% \times \$332,838 \text{ Contract Amount} = \$0 \text{ DBE Participation for Consulting/Engineering Services}
 \end{aligned}$$

Based on the above discussions, our overall FY2025 DBE goal is as follows:

$$\begin{aligned}
 &\textbf{FY2025 Overall DBE Goal} \\
 &\$0 \text{ Total DBE Participation} / \$332,838 \text{ Total Contract Amount} = 0\% \text{ DBE Participation for FY2025}
 \end{aligned}$$

FY2026

We anticipate a prime contract for the hangar construction itself. We identified 1,361 firms in our selected geographical area from the US Census Bureau that included NAICS codes 2362-Nonresidential Building Construction and 2381-Foundation, Structure, and Building Exterior Construction. In addition, we identified 5 certified DBE in our selected geographical area with NDOT category D8A-Building Construction. The DBE participation for this contract is calculated as follows:

$$\begin{aligned}
 &\textbf{FY2026 Construction Contract Goal - 2-Bay Box Hangar (Phase2)} \\
 &(5 \text{ DBE Firms} / 1,361 \text{ total firms}) = 0.37\% \text{ DBE Participation for Construction Contract} \\
 &0.37\% \times \$1,331,350 \text{ Contract Amount} = \$4,926 \text{ DBE Participation for Construction Contract}
 \end{aligned}$$

Based on the above discussions, our overall FY2026 DBE goal is as follows:

$$\begin{aligned}
 &\textbf{FY2026 Overall DBE Goal} \\
 &\$4,926 \text{ Total DBE Participation} / \$1,331,350 \text{ Total Contract Amount} = 0.37\% \text{ DBE Participation for FY2026}
 \end{aligned}$$

FY2027

We anticipate one contract for consulting/engineering services in the total amount of \$214,800 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

FY2027 Engineering Services Goal – Partial Parallel Taxiway
 (0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services
 0% x \$214,800 Contract Amount = \$0 DBE Participation for Consulting/Engineering Services

We anticipate a prime contract for the taxiway construction itself. We identified 68 firms in our selected geographical area from the US Census Bureau that included NAICS codes 237310-Highway, Street, and Bridge Construction, and 237990-Other Heavy and Civil Engineer Construction. In addition, we identified 1 certified DBE in our selected geographical area with NDOT category D9-Mainline Paving. The DBE participation for this contract is calculated as follows:

FY2027 Construction Contract Goal - Partial Parallel Taxiway
 (1 DBE Firms/ 68 total firms) = 1.47% DBE Participation for Construction Contract
 1.47% x \$767,145 Contract Amount = \$11,277 DBE Participation for Construction Contract

Based on the above discussions, our overall FY2027 DBE goal is as follows:

FY2027 Overall DBE Goal
 \$11,277 Total DBE Participation / \$981,945 Total Contract Amount = 1.15% DBE Participation for FY2027

The following is summary of our anticipated work with DBE participation by fiscal year:

Summary of FY2025, 2026 and 2027 DBE Participation

The following is a summary of our anticipated work with DBE participation by fiscal year:

Fiscal Year	Contract Type	Contract Amount	DBE Amount
2025	Consultant/Engineering Services – 2-Bay Box Hangar (Phase 1)	\$332,838	\$0
2026	Construction – 2-Bay Box Hangar (Phase 2)	\$1,331,350	\$4,926
2027	Consultant/Engineering Services – Partial Parallel Taxiway	\$214,800	\$0
2027	Construction – Partial Parallel Taxiway	\$767,145	\$11,277
FY25, 26 & 27 TOTALS		\$2,646,133	\$16,203

The calculation for our 3-year base figure is as follows:

(\$16,203 Total DBE Contract Amount) / (\$2,646,133 Total Contract Amount) = 0.61%

Step 2: Adjustments to Base Figure (26.45(d))

Our historical data is summarized as follows:

FY	AIP Project	Description of Work	CONTRACT GOAL		CONTRACT ACHIEVE		GOAL		ACHIEVE
			Race Neutral	Race Consc.	Race Neutral	Race Consc.	Overall Goal	Overall Achieve	Over/Under Achievement
86	01	Runway Lighting	0%	0%	0%	0%	0%	0%	0%
90	02	RWY & TWY Grading	0%	10%	***	***	10%	***	***
96	03	Apron & TWY Paving	0%	10%	1.9%	10%	10%	11.9%	+1.9%
03	04	Airport Layout Plan Update	*	*	0%	0%	*	0%	0%

Crete Municipal Airport
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05	05	SRE Building	*	*	0%	0%	*	0%	0%
06	06	Land Acquisition	0%	0%	0%	0%	0%	0%	0%
08	07	Taxiway; Tree Removal	0%	6.6%	0.1%	6.6%	6.6%	6.7%	+0.1%
09	08/09	Electrical - MIRL, REIL, PAPI	0%	6.6%	0%	8.3%	6.6%	8.3%	+1.7%
13	10	Pavement Maintenance	0.6%	5.0%	0.0%	4.62%	5.6%	4.62%	-0.98%
13	11	Snow Removal Equipment	0%	0%	0%	0%	0%	0%	0%
17	12	Hangar	0%	2.98%	0%	1.81%	2.98%	1.81%	-1.17%
20	13	No Project (CARES) ▲	▲	▲	▲	▲	▲	▲	▲
21	14	Fuel System	0%	2.90%	0%	0.39%	2.90%	0.39%	-2.51%
21	15	No Project (CRSSA) ▲	▲	▲	▲	▲	▲	▲	▲
22	16	No Project (ARPA) ▲	▲	▲	▲	▲	▲	▲	▲

* Project costs < \$250,000; therefore, no goal

** DBE not applicable

*** No data available

▲ COVID Relief Grant

Using the data from the above table for completed years, the Step 1 figure was adjusted. An average of the Step 1 figure (0.61%) and the median of past participation (0.39%) was calculated. This defined our Step 1 base figure, adjusted for past participation, as **0.50%**.

Taking 0.50% as the final goal value, adjusted for past participation, and applying it to the original dollar amount of the contracted work (\$2,646,134), yields a final DBE participation goal of **\$13,231**.

Step 3: Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)

Referring again to the table above, the median “Over/Under Achievement” is **0.00%**. This is the amount of participation we would expect in a race-neutral goal.

Ultimately, our Step 2 adjustments have left us with a **0.50%** adjusted goal, with a **0.0%** race-neutral component.

PUBLIC PARTICIPATION

Consultation:

In establishing the overall goal, the Sponsor, and the Nebraska Department of Transportation – Division of Aeronautics (NDOT-A), as agent for the Sponsor, will provide consultation/outreach services and publication. The consultation/outreach services included posting the airport's DBE program and its overall goal on the NDOT website at:

<https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/>

Besides that, NDOT-A would notify the following agencies and organizations indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. These organizations include minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor efforts to establish a level playing field for the participation of DBEs.

South Omaha Business Association
Associated General Contractors of America, Nebraska Chapter
Nebraska Center for Rural Affairs
Nebraska Hispanic Chamber of Commerce
Greater Omaha Economic Development Partnership
Nebraska Business Development Center
Nebraska Concrete Paving Association
City of Omaha – Department of Human Rights and Relations
City of Lincoln – Commission on Human Rights
Urban League of Nebraska
Metro Omaha Women's Business Center
Omaha Opportunities Industrialization Center

These agencies and organizations were selected because of the likelihood that they could provide information concerning the availability of disadvantaged and non-disadvantaged businesses; the effects of discrimination on opportunities for DBEs; and efforts to establish a level playing field for the participation of DBEs. Each notification will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal-setting.

If the proposed goal changes following review by FAA Civil Rights, the revised goal will be updated, and a revised Public Notice will be issued.

Notwithstanding paragraph (f)(4) of §26.45, Sponsor's proposed goals will not be implemented until this requirement has been met.

PUBLIC NOTICE

Below is the public notice which the **City of Crete** will publish in the local newspapers and will be posted on the Nebraska Department of Transportation (NDOT) webpage:

Public Notice DBE Program

The **City of Crete** hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **0.50%** for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2025 through 2027.

The DBE goal and methodology is available for inspection until 30 days following the date of the notice. These items may be seen at the Crete City Hall, 243 East 13th Street, Crete, Nebraska 68333-0086, during regular office hours.

A meeting could be arranged with the Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) office for the purpose of obtaining information relevant to the goal-setting process through the phone number (402-471-2371). Comments will be accepted until 30 days following the date of the notice and can be sent to the followings:

Tom Ourada, DBELO
City of Crete
PO Box 86
Crete, Nebraska 68333

OR

Compliance Specialist
Disadvantaged Business Enterprise Program
FAA Office of Civil Rights
777 S. Aviation Blvd, Suite #150
El Segundo, CA 90245

Attachment 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

UTILIZATION STATEMENT *Disadvantaged Business Enterprise*

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

 Bidder's/Offeror's Firm Name

 Signature

 Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

END FORM 1

Attachment 7

DBE Monitoring and Enforcement Mechanisms

The City of Crete has the following remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CFR Part 31
- Prosecution pursuant to 18 USC 101.

Crete Municipal Airport
Crete, Nebraska
DBE Program FY25-26-27
December 2024

Attachment 8

DBE Certification Application Form

State of Nebraska DBE Certification Application

The DBE Certification Application is available at the following website.

<https://dot.nebraska.gov/media/5821/c-users-royleach-desktop-it-umbraco-docs-dbe-cert-application.pdf>

Crete Municipal Airport
Crete, Nebraska
DBE Program FY25-26-27
December 2024

Attachment 9

State's UCP Agreement

State of Nebraska DBE Unified Certification Program

The DBE Unified Certification Program is available at the following website:

https://dot.nebraska.gov/media/113234/nebraska_ucp.pdf

Attachment 10

Small Business Element

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The City of Crete is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. If necessary, the City of Crete will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the City of Crete will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the City of Crete and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race, or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.
2. Unbundling: The City of Crete, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of Crete will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, the City of Crete will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

However, based on data from the Nebraska Department of Transportation (NDOT), current procedures utilized to structure contracting requirements not only facilitate competition by small business concerns, but have enabled small business concerns to be very successful in securing work both as prime contractors and subcontractors. Because of the high level of success small businesses have had in competing for and performing prime contracts, the sponsor does not feel it is necessary at this time to alter or restructure its contracting requirements in order to foster small business participation.

It has been determined that contractors (primes and sub) doing airport projects in Nebraska are included in NDOT contractor lists. The Nebraska Department of Transportation – Division of Aeronautics (NDOT-A) and airport sponsors will continue to monitor DBE and small business participation.

The City of Crete, NDOT and NDOT-A will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT-A. If an assessment shows

that the level of participation by small businesses has decreased significantly, the City of Crete and NDOT-A will promptly take all reasonable steps to increase the level of participation.

NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average annual gross receipts exceed \$22.41 million to better verify that only eligible firms are identified as small businesses.

The City of Crete will continue to actively conduct outreach with organizations in accordance with procedures of the DBE program.

B. Definitions

1. Small Business:

A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

C. Implementation Schedule

The small business element was last reviewed on June 14, 2024, and will be reviewed concurrently to regular program updates.

D. Assurances

The City of Crete makes the following assurances:

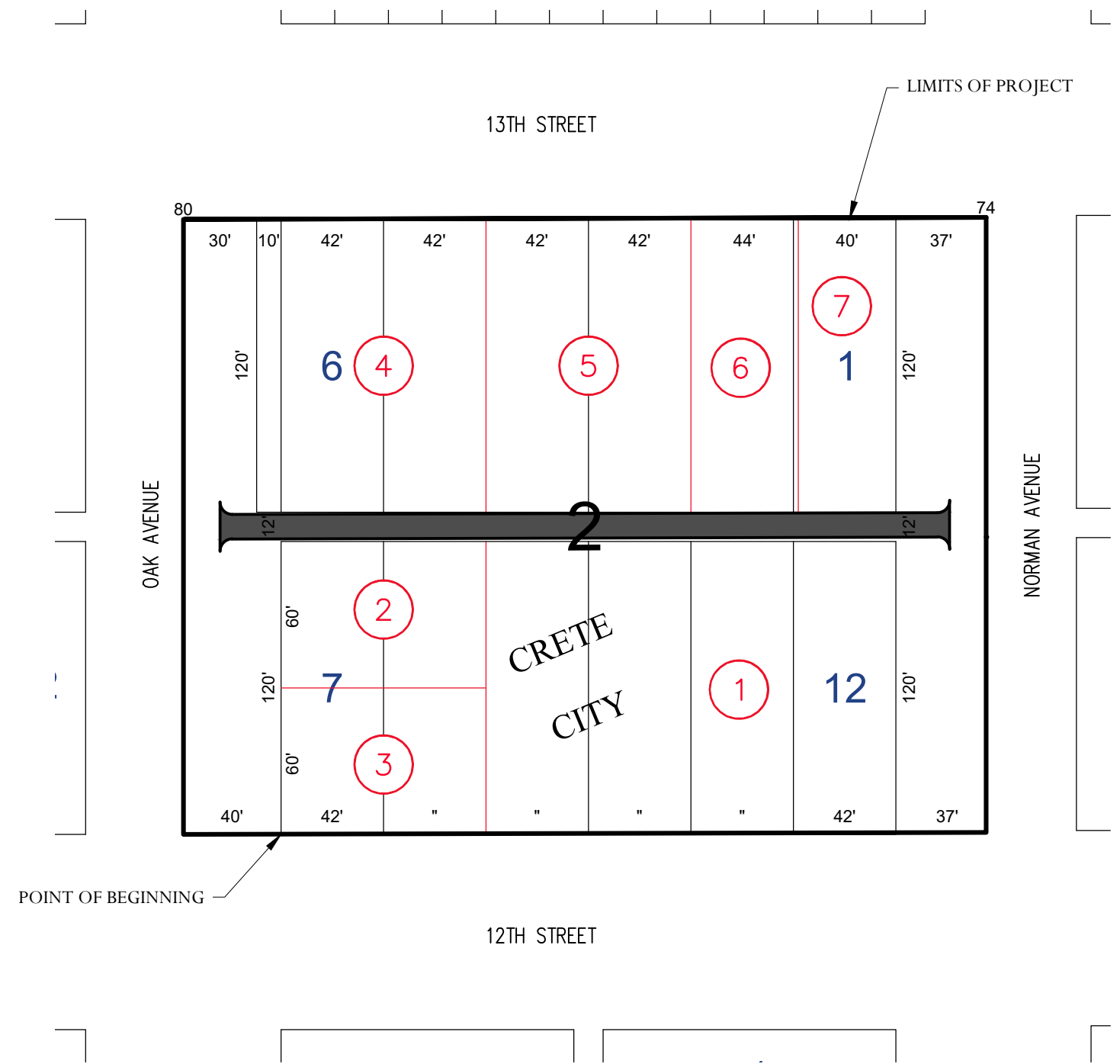
1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program, and;
5. Outreach to those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.



JED CONSULTING GROUP INC
 Ph: 402.443.4661
 PO Box 207
 Wahoo, Nebraska 68066

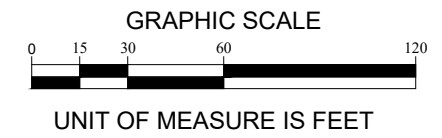
CITY OF CRETE, NEBRASKA
 ALLEY IMPROVEMENT DISTRICT

ALLEY BLOCK 2



LEGAL DESCRIPTION:

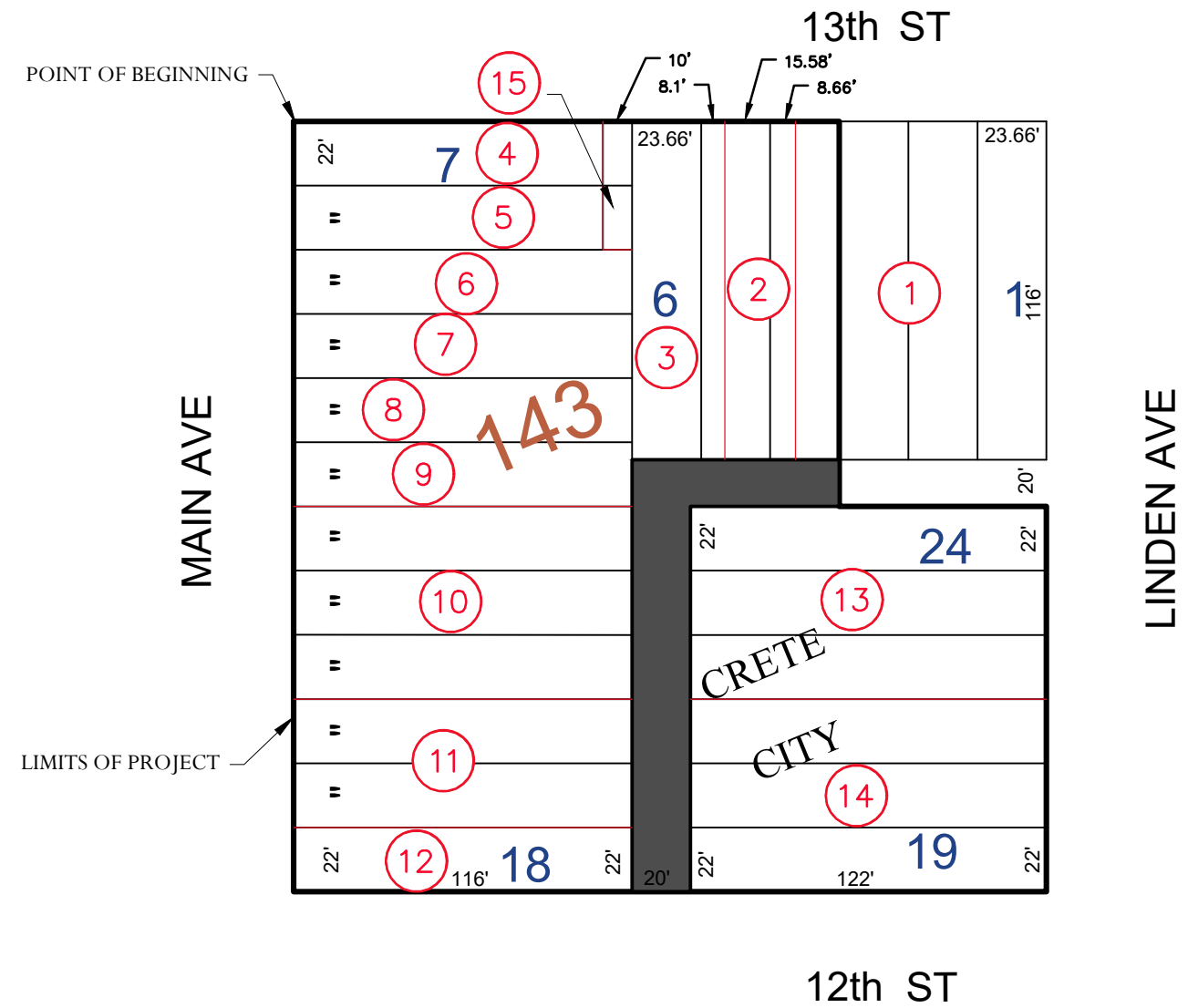
BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 OF BLOCK 2 OF CRETE CITY IN THE CITY OF CRETE, SALINE COUNTY, NEBRASKA, THENCE EASTERLY ON SOUTH LINE OF LOTS 7 THROUGH 12 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 252 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EASTERLY A DISTANCE OF 37 FEET TO THE CENTERLINE OF NORMAN AVENUE; THENCE NORTHERLY ON SAID CENTERLINE, A DISTANCE OF 252 FEET, MORE OR LESS TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 2; THENCE WESTERLY ON SAID EASTERLY EXTENSION, A DISTANCE OF 37 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE WEST ON THE NORTH LINE OF LOTS 1 THROUGH 6 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 262 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE WESTERLY ON THE WESTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 30 FEET TO THE CENTERLINE OF OAK STREET; THENCE SOUTHERLY ON SAID CENTERLINE A DISTANCE OF 252 FEET, MORE OR LESS TO THE WESTERLY EXTENSION OF SAID SOUTH LINE OF BLOCK 2; THENCE EASTERLY ON SAID WESTERLY EXTENSION, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING.



PROJECT NO. 240578
 DATE 12/19/2024
 DRAWN BY JDG
 FILE NAME 240578 SID.dwg
 FIELD BOOK
 FIELD CREW
 REVIEW BY
 REVIEW DATE
 SURVEY FILE NO.

2024-3

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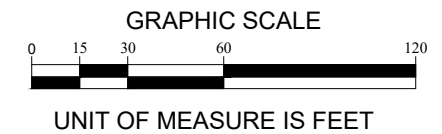


CITY OF CRETE, NEBRASKA
ALLEY IMPROVEMENT DISTRICT

ALLEY BLOCK 143

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 143, CRETE CITY, CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE SOUTH ON THE WEST LINE OF LOTS 7 THROUGH 18, INCLUSIVE OF SAID BLOCK 143, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE EAST ON THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 116 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE EAST, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 19; THENCE EAST ON THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 122 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH ON THE EAST LINE OF LOTS 19 THROUGH 24, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE WEST LINE ON THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 71 FEET, MORE OR LESS TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4, OF SAID BLOCK 143; THENCE NORTH, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE WEST ON THE NORTH LINE OF LOTS 4 THROUGH 7, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 187 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



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 FIELD BOOK
 FIELD CREW
 REVIEW BY
 REVIEW DATE
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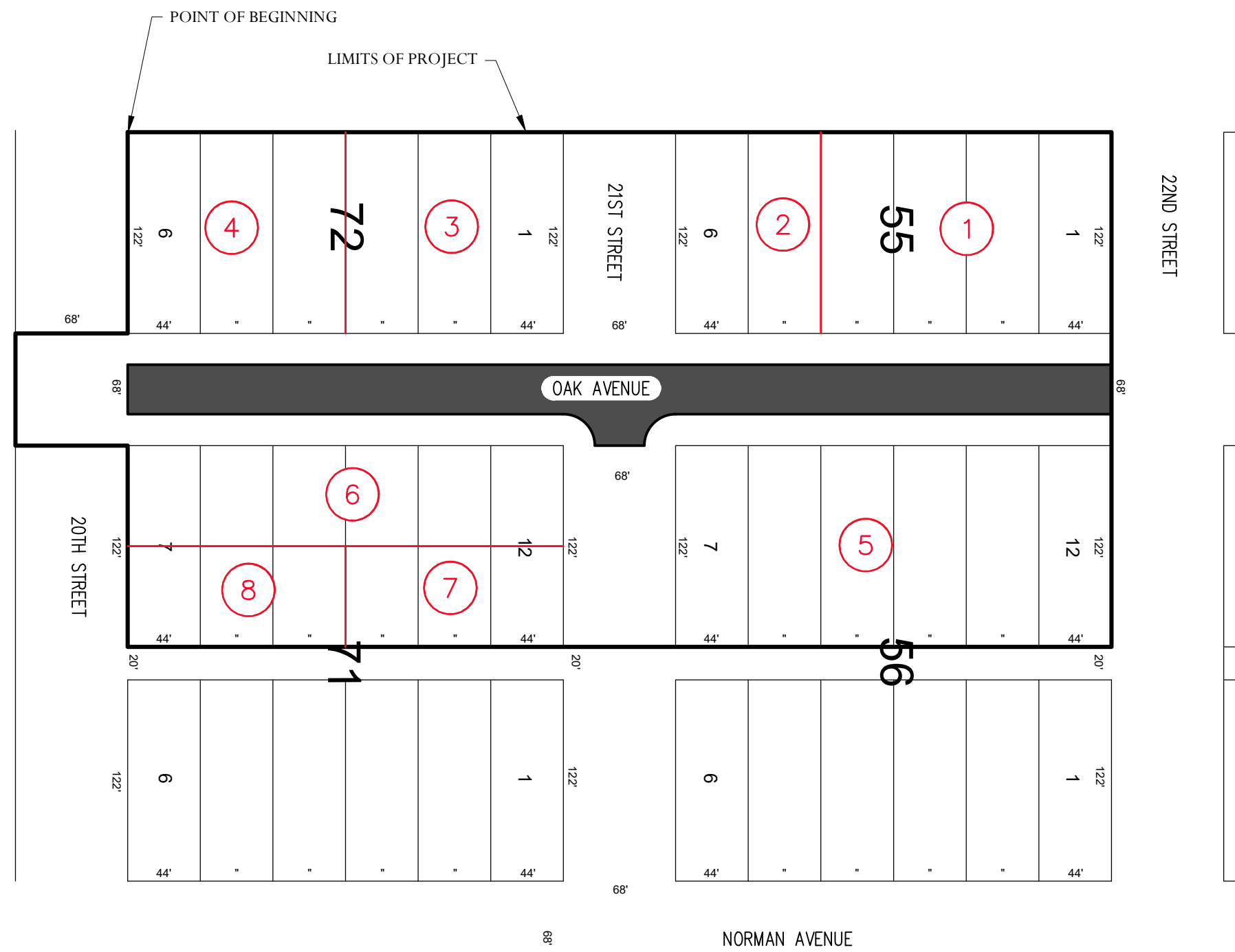
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JED CONSULTING GROUP INC
 Ph: 402.443.4661
 PO Box 207
 Wahoo, Nebraska 68066

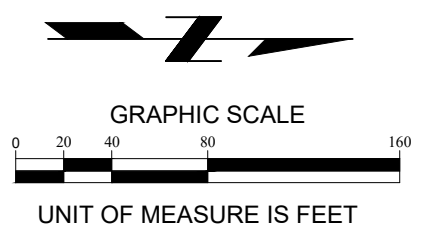
CITY OF CRETE, NEBRASKA
 STREET IMPROVEMENT PROJECT

OAK AVENUE



LEGAL DESCRIPTION:

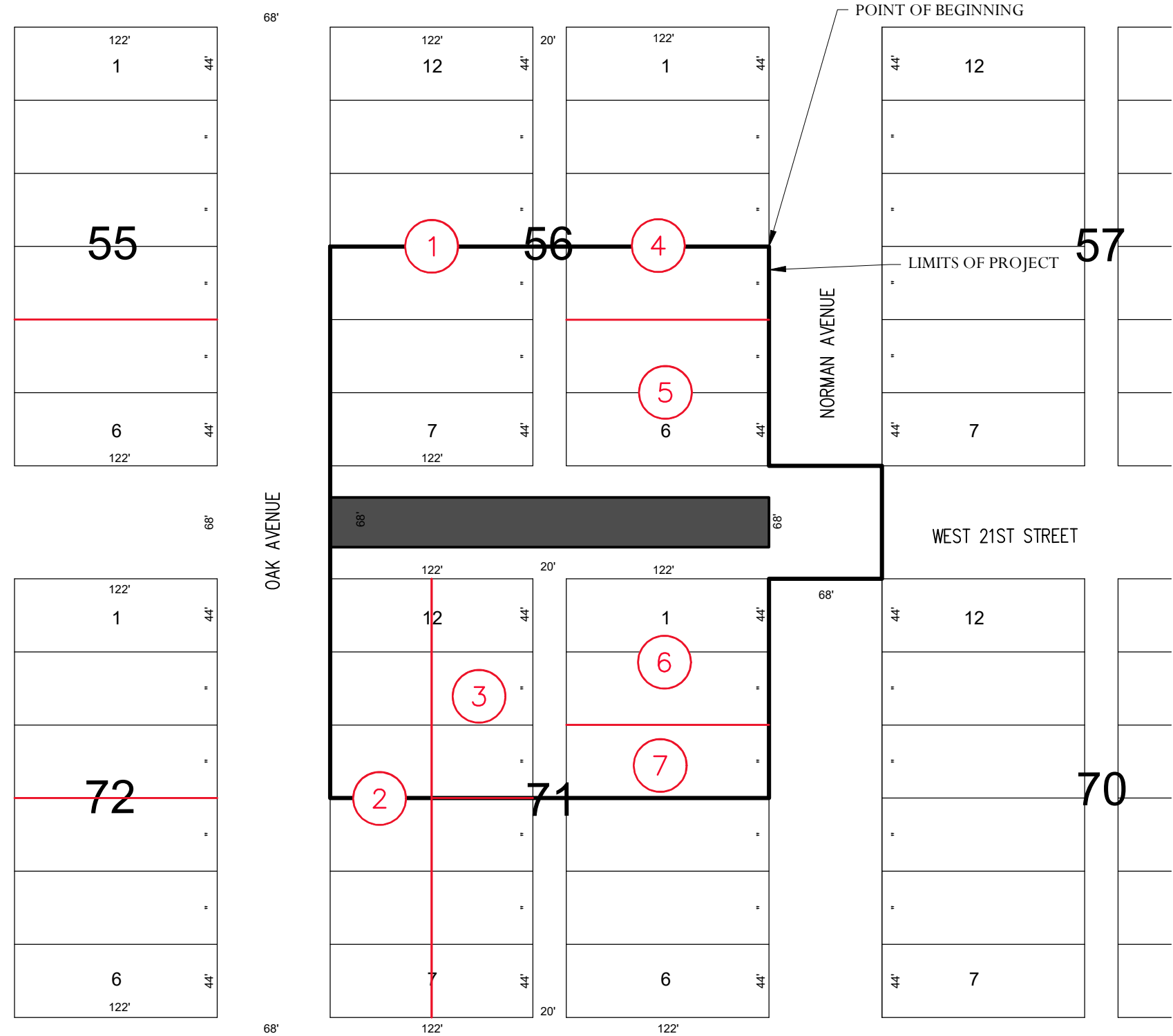
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PROJECT NO. 240578
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 FILE NAME 240578 SID.dwg
 FIELD BOOK
 FIELD CREW
 REVIEW BY
 REVIEW DATE
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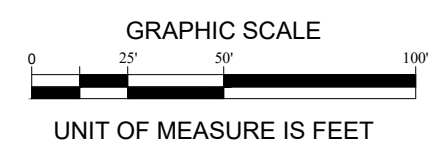
2024-1

J:\Projects\240578.00-Crete 2024 Street and Alley Improvements\6 Survey\Drawings\240578 SID.dwg, on 8/19/2025 8:03 AM



LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 56, CRETE CITY IN THE CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE SOUTH ON THE EAST LINE OF LOTS 4, 5 AND 6, OF SAID BLOCK 56, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE EAST, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 57, OF SAID CRETE CITY; THENCE SOUTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 12, BLOCK 70, OF SAID CRETE CITY; THENCE WEST, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1, BLOCK 71, OF SAID CRETE CITY; THENCE SOUTH ON THE EAST LINE OF LOTS 1, 2 AND 3, OF SAID BLOCK 71, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WEST ON THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WEST, 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 10, OF SAID BLOCK 71; THENCE WEST ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH ON THE WEST LINE OF LOTS 10, 11 AND 12 OF SAID BLOCK 71, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 56; THENCE NORTH ON THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID BLOCK 56, A DISTANCE OF 132 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE EAST ON THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EAST, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4, OF SAID BLOCK 56; THENCE EAST ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



ORDINANCE NO. 2260

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA CREATING STREET IMPROVEMENT PROJECT NOS. 2024-1, 2024-2, 2024-3, AND 2024-4 DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING, GUTTERING, AND OTHER NECESSARY AND INCIDENTAL WORK; PROVIDING FOR THE PAYMENT OF SUCH IMPROVEMENTS AND OTHER INCIDENTAL EXPENSES BY THE RECEIPT OF GRANT FUNDS, ISSUANCE OF WARRANTS, BOND ANTICIPATION NOTES AND BONDS; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY SPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council of the City of Crete, Nebraska (the “City”) hereby find and determine as follows:

(a) Pursuant to Section 18-2001 to 18-2004, inclusive, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the City is authorized to grade, curb, gutter, and pave any unpaved street or alley that intersects a paved street for a distance of not to exceed one block on either side of such paved street.

(b) It is necessary, desirable, advisable, and in the best interest of the City to grade, curb, gutter, and pave the following:

(1) Oak Avenue for a distance of not to exceed two blocks South of its intersection with 22nd Street including the 21st Street intersection under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-1 of the City (the “**Project 2024-1**”);

(2) 21st Street for a distance of not to exceed one block West of its intersection with Norman Avenue under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-2 of the City (the “**Project 2024-2**”);

(3) The alley in Block 2, parallel to 13th Street between Oak Avenue and Norman Avenue for a distance of not to exceed one block under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-3 of the City (the “**Project 2024-3**”);

(4) The alley connected to Block 143, legally described as following: BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 143, CRETE CITY, CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE SOUTH ON THE WEST LINE OF LOTS 7 THROUGH 18, INCLUSIVE OF SAID BLOCK 143, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE EAST ON THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 116 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE EAST, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 143; THENCE EAST ON THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 122 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH ON THE EAST LINE OF

LOTS 19 THROUGH 24, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE WEST LINE ON THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 71 FEET, MORE OR LESS TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4, OF SAID BLOCK 143; THENCE NORTH, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE WEST ON THE NORTH LINE OF LOTS 4 THROUGH 7, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 187 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-4 of the City (the “**Project 2024-4**”; and Project 2024-1, Project 2024-2, Project 2024-3 and Project 2024-4 shall be collectively known as the “**Projects**”);

Section 2. The Projects are hereby authorized to be constructed pursuant to the Act and shall include the grading, curbing, guttering, and paving portions of Oak Avenue, 21st Street, Alley connected to Block 2 and Alley connected to Block 143 as described in Section 1 above, including all incidental drainage improvements.

Section 3. The property to be included in the Projects consists of the area for each respective Project, which are subject to special assessment, are described as follows:

Project 2022-3: The outer boundaries of Project 2024-3 consist of a boundary line which surrounds and encompasses all of the following lots in the City of Crete, Saline County, Nebraska: Lots 1 through 12 in Block 2.

Project 2022-4: The outer boundaries of Project 2024-4 consist of a boundary line which surrounds and encompasses all of the following lots in the City of Crete, Saline County, Nebraska: Lots 4 through 24 in Block 143.

Section 4. The City’s special engineer, JEO Consulting Group, Lincoln, Nebraska (the “**Engineer**”), has been engaged to prepare detailed plans and specifications for the Projects. Prior to the letting of bids for the construction of the Projects, the Engineer shall submit the plans and specifications for and an estimate of the costs of the Projects to the Mayor and Council for approval.

Section 5. The City shall advertise for bids for the construction of the improvements to be made in the Projects in accordance with all applicable provisions of law. Upon acceptance of any bid therefor, the Mayor and City Administrator are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by the Mayor and attested by the Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 5. The costs of the Projects shall be paid for through grant funding and at public cost, but special assessments on the properties especially benefited thereby shall be levied to reimburse the City to the extent provided by law.

Section 6. For the purpose of paying the costs of the Projects, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council shall issue bonds in the manner and form provided by law and

shall assess the costs of such improvements to the property in the Projects in proportion to the benefits derived from such improvements.

Section 7. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

Section 8. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance, are to the extent of such conflict or conflicts hereby repealed.

Section 9. This Ordinance shall be published in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication in pamphlet or electronic form as provided by law.

Dated as of this 7th day of October, 2025.

CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

5311 Funding Application
for Public Transportation Operating Assistance
Fiscal Year: 2025-2027
Subgrantee: (C761) Saline County Area Transit



Public Transit

Federal Reimbursement Calculation - Operating Costs

1	Operating Costs (total from Worksheet 5)	\$390,069
2	Project Income (total from Worksheet 7)	\$72,600
3	Estimated Net Operating Deficit (Line 1 minus Line 2)	\$317,469
4	Federal Funds Requested (50% of Line 3)	\$158,735
5	Remaining Net Deficit (Line 3 minus Line 4)	\$158,734

State Reimbursement Calculation - Operating Costs

6	State Funds Requested (50% of Line 5)	\$79,367
7	Local Matching Funds Required (Line 3 minus Line 4 minus Line 6)	\$79,367

Federal Reimbursement Calculation - Non-Operating Costs

8	Non-Operating Costs (total from Worksheet 6)	\$610,769
9	Federal Funds Requested (80% of Line 8)	\$488,615

State Reimbursement Calculation - Non-Operating Costs

10	State Funds Requested (10% of Line 8)	\$61,077
11	Local Matching Funds Required (Line 8 minus Line 9 minus Line 10)	\$61,077

Funds By Source

12	Federal	\$647,350
13	State	\$140,444
14	Local Match	\$140,444

Meal Delivery

Does the transit system provide meal deliveries?	no
--	----

Local Matching Funds Source

Saline County

Authorized By: Scott Bartels

Authorized Date: 03/17/2025

NDOT Application Approval

Project Number:		Grant Name:		Fiscal Year:		Approved Date:	
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Saline County Area Transit
P.O. Box 412
Western, NE 68464
Phone/Fax: (402) 433-4511

July 31, 2025

Crete City Council and City Clerk,

Attached is a copy of the Budget Summary for fiscal years 2026 and 2027. Also attached is a funding chart that shows each town's share of the local matching funds for fiscal year 2026. Note that although the Summary reflects a two-year budget as is now required by Nebraska Department of Transportation (NDOT), the funding chart is only allocating local match for 2026. The Crete county wide share is \$11,650 and the city service share is \$23,197 for a total of \$34,847. Please use the funding chart as the invoice for your town.

NDOT has not approved the 2027 fiscal year budget, as they are waiting to see what level of federal funding is allocated for the 5311 rural transportation program.

SCAT provided 12,000 trips last year and logged over 100,000 miles. This has placed much stress on an aging fleet and the two new vehicles that were anticipated for delivery over three years ago still have not arrived. The last new vehicle received was in 2018. A new engine was installed in that vehicle in March. The 12-passenger 2010 Chevy Express was removed from service after being deemed a total loss when it was rear ended in February.

Any new ideas for fund raising opportunities are welcome and should be forwarded to SCAT board members or myself at the Western office.

SCAT strongly encourages communities to make known any transportation needs that are going unmet. We are interested in seeking out opportunities to meet your needs. SCAT is pleased to announce weekly service to the DeWitt Senior Center on Wednesdays.

Please contact me if the Council would like me to present in person so we may set a convenient meeting date.

Scott Bartels
Director

Saline County Area Transit
Town Allocations
Fiscal Year 2026

CITY	BASE	CITY SHARE	TOTAL
Crete	500	11150	11650
DeWitt	500	1309	1809
Dorchester	500	1233	1733
Friend	500	2346	2846
Swanton	500	203	703
Tobias	500	348	848
Western	500	611	1111
Wilber	500	3915	4415
Saline County	9910	<hr style="width: 100px; margin-left: 0;"/>	9910
Total Local Funding	13910	21115	35025
Fund Raising			12000
Crete for Crete city surrey			23197
Total local match for fiscal year 2024			70222

RESOLUTION NO. 2025-25

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA RATIFYING THE VOTES OF THE CITY'S LARM REPRESENTATIVE, NANCY TELLEZ, AT THE SEPTEMBER 24, 2025 ANNUAL MEMBERS' MEETING OF THE LEAGUE ASSOCIATION OF RISK MANGEMENT, INCLUDING THE ELECTION OF NOMINEES TO THE LARM BOARD OF DIRECTORS.

WHEREAS, the City of Crete, Nebraska is a member of the League Associate of Risk Management; and

WHEREAS, Nancy Tellez attended the annual members' meeting on September 24, 2025 as the LARM representative for the City of Crete, Nebraska and voted on agenda items, including the election of nominees to the LARM Board of Directors.

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

Section 1. That the City of Crete ratify all actions of Nancy Tellez, as identified in the minutes of the Annual Members' Meeting of the League Association of Risk Management on September 24, 2025, including the election of nominees to the LARM Board of Directors.

PASSED AND APPROVED this 7th day of October, 2025.

Mayor

ATTEST:

City Clerk

MINUTES
ANNUAL MEMBERS' MEETING
OF THE LEAGUE ASSOCIATION OF RISK MANAGEMENT
Cornhusker Marriott Hotel – Grand Ballroom B & C
333 South 13th Street, Lincoln NE
Wednesday, September 24, 2025, at 11:00 a.m. CT/10:00 a.m. MT

The Annual Members' Meeting of LARM was held September 24, 2025, at 11:00 a.m. CT/10:00 a.m. MT at the Cornhusker Marriott Hotel in Lincoln. This meeting was held in conjunction with the League of Nebraska Municipalities Annual Conference.

On September 17, 2025, notice of this meeting with the agenda and other materials were sent to all LARM members and the LARM Board. Notice of this meeting with the agenda and other materials was available for public inspection at 1335 L Street, Suite 200, in Lincoln, Nebraska, and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, and a link to the current Open Meetings Act on LARM's website- larmpool.org.

(AGENDA ITEM #1) Call meeting to order. LARM Board Chair Mayor Joey Spellerberg, City of Fremont, called the meeting to order.

Roll call:

Present (15):

- City of Columbus**, Mayor James Bulkley
- City of Crete**, Nancy Tellez
- City of Fremont**, Mayor Joey Spellerberg
- City of Gering**, Pat Heath
- Guide Rock Fire District**, Sandra Schendt
- City of Holdrege**, Chris Rector
- City of Kimball**, Mayor John Morrison
- Loup Central Landfill**, Alec Baillie (Via Zoom)
- City of Neligh**, Dana Klabenes
- City of Nelson**, Sandra Schendt
- Nelson Rural Fire District**, Sandra Schendt
- City of North Platte**, Layne Groseth
- City of Ralston**, Mayor Don Groesser

City of Sargent, Gwenda Horky (Via Zoom)

Village of Utica, Sharon Powell

Not present (237):

City of Ainsworth	Village of Cedar Bluffs	Fairfield Rural Fire
Village of Alda	Village of Cedar Creek	Protection District
Village of Allen	Central Rural Fire	City of Falls City
City of Alliance	Protection District	Village of Farnam
Village of Anselmo	City of Chadron	Village of Farwell
Village of Ansley	City of Chappell	Village of Firth
City of Arapahoe	Village of Chester	City of Franklin
Village of Arcadia	City of Clarkson	Village of Funk
Village of Arlington	City of Clay Center	Village of Garland
Village of Ashton	Village of Comstock	City of Genoa
City of Atkinson	Village of Concord and	City of Gibbon
City of Auburn	Concord Rural Fire	Village of Glenvil
Auburn Board of Public	District	City of Gordon
Works	Village of Cook	City of Gothenburg
Village of Bancroft	Village of Cotesfield	Village of Greeley
City of Bassett	City of Crawford	Village of Guide Rock
City of Bayard	Village of Culbertson	Village of Gurley
City of Beaver City	City of Curtis	Village of Haigler
Village of Beaver	Village of Dalton	Village of Halsey
Crossing	Village of Danbury	Village of Harrison
Village of Benedict	Village of Dannebrog	City of Hartington
City of Benkelman	City of David City	City of Harvard &
City of Bennet	Village of Decatur	Harvard RFD
Village of Berwyn	Village of DeWeese	Village of Hazard
Village of Big Springs	Village of Dix	Village of Hemingford
City of Blair	Village of Dorchester,	City of Henderson
City of Blue Hill	Dorchester VFD	Village of Hendley
City of Blue Springs	Village of Douglas,	Village of Henry
Village of Broadwater	Douglas VFRD	Village of Herman
Village of Brock	Village of Dunbar	Village of Hershey
City of Broken Bow	Village of Duncan	City of Hickman
Village of Brownville	City of Edgar	Village of Hildreth
Village of Brule	Village of Edison	Village of Holbrook
Village of Brunswick and	Village of Elba	Village of Hoskins
Brunswick Rural Fire	Village of Elm Creek	Hoskins RFD
District	Village of Elsie	Village of Howells
Village of Burr	Village of Elyria	City of Humboldt
City of Burwell	Village of Emerson	Humboldt Fire & RFD
Village of Butte	Village of Eustis	City of Imperial
Village of Callaway		

City of Indianola,
Indianola RFD &
VFD
Village of Inglewood
Village of Jansen
Village of Johnstown
Village of Julian
KBR Solid Waste
Committee
Village of Lawrence
Village of Lebanon
Village of Leigh
Village of Lewellen
Village of Litchfield
Village of Lodgepole
City of Long Pine
City of Louisville
City of Loup City
Lower Republican NRD
Village of Lyman
Lyman-Kiowa RFPD
City of Lyons
Madison County RTSD
Village of Malcolm
Village of Malmo
Village of Manley
Village of Marquette
Village of Martinsburg
Village of Maskell
Village of Mason City
Village of Maxwell
Village of McGrew
Village of Meadow
Grove
Village of Melbeta
Village of Merna
Village of Miller
City of Minatare
City of Mitchell
Village of Monroe
Village of Moorefield
Village of Morrill
Village of Mullen
Village of Murray
Village of Naponee
Village of Nenzel

Village of Newcastle
City of Norfolk
Village of North Loup
Northeast Nebraska
Economic
Development District
Northeast Nebraska
Solid Waste
Coalition
City of Oakland
Village of Oconto
City of Ogallala
Village of Ohiowa
Village of Orleans
Orleans Township
City of Oshkosh
Village of Otoe
Village of Overton
Village of Oxford
City of Pawnee City
Village of Paxton
Village of Pilger
City of Plainview
Village of Platte Center
Village of Plymouth
City of Ponca
Village of Potter
City of Randolph
Village of Roca
Village of Ruskin
City of St. Paul
St. Paul Rural Fire
District
SID #1 - Butler County
SID #6 - Dodge County
SID #644- Douglas
County
SID #7 - Platte County
SID #23 - Sarpy County
SID #29-Sarpy County
SID #65 - Sarpy County
SID #79 - Sarpy County
SID#158 - Sarpy County
SID #237 – Sarpy
County

SID #274 - Sarpy
County
SID #299 - Sarpy
County
SID #331 - Sarpy
County
SID #333 - Sarpy
County
SID #341 - Sarpy
County
SID # 358 - Sarpy
County
SID #367 - Sarpy
County
SID #368 - Sarpy
County
SID #381- Sarpy County
SID #384- Sarpy County
Saline County/Crete
Railroad
Transportation
Safety District
Sargent RFD
Village of Scotia
City of Scottsbluff
Sheep Creek & Farmers
RFD
Village of Shelton
Village of Shickley
Village of Silver Creek
Solid Waste Agency of
Northwest Nebraska
(SWANN)
Springbank Township
Village of Stamford
Village of Stapleton
Village of Steele City
Village of Sterling
Village of Stratton
Village of Stuart
Village of Sumner
Village of Sutherland
City of Syracuse
Village of Table Rock
Village of Taylor
City of Terrytown

City of Trenton
Village of Uehling
Village of Union
City of Valentine
City of Valley
Victoria Township
City of Wahoo

Village of Wallace
Village of Walthill
Village of Wausa
City of Waverly
Village of Wilcox
Village of Winnebago
City of Wisner

Village of Wolbach
Village of Wood Lake
City of Wymore
City of Yutan

The following also attended the meeting: **LARM Staff** – Dave Bos, Tracy Juranek, James Kelley, Diane Becker, Drew Cook, Kyla Brockevelt, Fred Wiebelhaus and Ethan Nguyen; **Cline Williams** – Trent Sidders; **Thomas, Kunc and Black-** Jeremy Fox; **LARM Administrator** – L. Lynn Rex and **LONM Staff-** Shirley Riley.

After roll call was taken, Chair Spellerberg indicated that on September 17, 2025, notice of this meeting with the agenda and other materials were sent to all LARM members and the LARM Board. Notice of this meeting with the agenda and other materials were available for public inspection at 1335 L Street, Suite 200, in Lincoln, Nebraska, and posted with the following links kept continually current: an electronic copy of the agenda and all documents being considered at the meeting, with a link to the current version of the Open Meetings Act on LARM's website – larmpool.org. He informed the public about the location of the Open Meetings Act which is posted and accessible to members of the public and at larmpool.org along with at least one copy of all reproducible written material to be discussed at this meeting.

The Pledge of Allegiance to the Flag of the United States of America was recited. Chair Spellerberg stated that pursuant to the Open Meetings Act, the LARM Board Chair reserves the right to limit comments on agenda items. In accordance with the Open Meetings Act, there is no time limit on comments made by members of the LARM Board of Directors.

(AGENDA ITEM #2) Consider a motion to approve the Minutes of the Annual Members Meeting of the League Association of Risk Management (LARM) held on October 2, 2024. Mayor Don Groesser, City of Ralston moved, seconded by Mayor James Bulkley, City of Columbus, to approve the Minutes of the Annual Members Meeting of the League Association of Risk Management (LARM) held on October 2, 2024. Chair Spellerberg asked if there was any discussion; there was none.

Roll call vote.

Ayes (15):

City of Columbus, City of Crete, City of Fremont, City of Gering, Guide Rock Fire District, City of Holdrege, City of Kimball, Loup Central Landfill, City of Neligh, City of Nelson, Nelson Rural Fire District, City of North Platte, City of Ralston, City of Sargent, Village of Utica.

Nays (0)

Abstentions (0):

Not present (237):

City of Ainsworth
Village of Alda
Village of Allen
City of Alliance
Village of Anselmo
Village of Ansley
City of Arapahoe
Village of Arcadia
Village of Arlington
Village of Ashton
City of Atkinson
City of Auburn
Auburn Board of Public Works
Village of Bancroft
City of Bassett
City of Bayard
City of Beaver City
Village of Beaver Crossing
Village of Benedict
City of Benkelman
City of Bennet
Village of Berwyn
Village of Big Springs
City of Blair
City of Blue Hill
City of Blue Springs
Village of Broadwater
Village of Brock
City of Broken Bow
Village of Brownville
Village of Brule
Village of Brunswick and Brunswick Rural Fire District
Village of Burr
City of Burwell
Village of Butte
Village of Callaway
Village of Cedar Bluffs
Village of Cedar Creek

Central Rural Fire Protection District
City of Chadron
City of Chappell
Village of Chester
City of Clarkson
City of Clay Center
Village of Comstock
Village of Concord and Concord Rural Fire District
Village of Cook
Village of Cotesfield
City of Crawford
Village of Culbertson
City of Curtis
Village of Dalton
Village of Danbury
Village of Dannebrog
City of David City
Village of Decatur
Village of DeWeese
Village of Dix
Village of Dorchester, Dorchester VFD
Village of Douglas, Douglas VFRD
Village of Dunbar
Village of Duncan
City of Edgar
Village of Edison
Village of Elba
Village of Elm Creek
Village of Elsie
Village of Elyria
Village of Emerson
Village of Eustis
Fairfield Rural Fire Protection District
City of Falls City
Village of Farnam
Village of Farwell
Village of Firth

City of Franklin
Village of Funk
Village of Garland
City of Genoa
City of Gibbon
Village of Glenvil
City of Gordon
City of Gothenburg
Village of Greeley
Village of Guide Rock
Village of Gurley
Village of Haigler
Village of Halsey
Village of Harrison
City of Hartington
City of Harvard & Harvard RFD
Village of Hazard
Village of Hemingford
City of Henderson
Village of Hendley
Village of Henry
Village of Herman
Village of Hershey
City of Hickman
Village of Hildreth
Village of Holbrook
Village of Hoskins
Hoskins RFD
Village of Howells
City of Humboldt
Humboldt Fire & RFD
City of Imperial
City of Indianola, Indianola RFD & VFD
Village of Inglewood
Village of Jansen
Village of Johnstown
Village of Julian
KBR Solid Waste Committee
Village of Lawrence

Village of Lebanon	Village of Oconto	SID # 358 - Sarpy County
Village of Leigh	City of Ogallala	SID #367 - Sarpy County
Village of Lewellen	Village of Ohioa	SID #368 - Sarpy County
Village of Litchfield	Village of Orleans	SID #381- Sarpy County
Village of Lodgepole	Orleans Township	SID #384- Sarpy County
City of Long Pine	City of Oshkosh	Saline County/Crete Railroad Transportation Safety District
City of Louisville	Village of Otoe	Sargent RFD
City of Loup City	Village of Overton	Village of Scotia
Lower Republican NRD	Village of Oxford	City of Scottsbluff
Village of Lyman	City of Pawnee City	Sheep Creek & Farmers RFD
Lyman-Kiowa RFPD	Village of Paxton	Village of Shelton
City of Lyons	Village of Pilger	Village of Shickley
Madison County RTSD	City of Plainview	Village of Silver Creek
Village of Malcolm	Village of Platte Center	Solid Waste Agency of Northwest Nebraska (SWANN)
Village of Malmo	Village of Plymouth	Springbank Township
Village of Manley	City of Ponca	Village of Stamford
Village of Marquette	Village of Potter	Village of Stapleton
Village of Martinsburg	City of Randolph	Village of Steele City
Village of Maskell	Village of Roca	Village of Sterling
Village of Mason City	Village of Ruskin	Village of Stratton
Village of Maxwell	City of St. Paul	Village of Stuart
Village of McGrew	St. Paul Rural Fire District	Village of Sumner
Village of Meadow Grove	SID #1 - Butler County	Village of Sutherland
Village of Melbeta	SID #6 - Dodge County	City of Syracuse
Village of Merna	SID #644- Douglas County	Village of Table Rock
Village of Miller	SID #7 - Platte County	Village of Taylor
City of Minatare	SID #23 - Sarpy County	City of Terrytown
City of Mitchell	SID #29-Sarpy County	City of Trenton
Village of Monroe	SID #65 - Sarpy County	Village of Uehling
Village of Moorefield	SID #79 - Sarpy County	Village of Union
Village of Morrill	SID#158 - Sarpy County	City of Valentine
Village of Mullen	SID #237 – Sarpy County	City of Valley
Village of Murray	SID #274 - Sarpy County	Victoria Township
Village of Naponee	SID #299 - Sarpy County	City of Wahoo
Village of Nenzel	SID #331 - Sarpy County	Village of Wallace
Village of Newcastle	SID #333 - Sarpy County	Village of Walthill
City of Norfolk	SID #341 - Sarpy County	Village of Wausa
Village of North Loup		
Northeast Nebraska Economic Development District		
Northeast Nebraska Solid Waste Coalition		
City of Oakland		

City of Waverly
Village of Wilcox
Village of Winnebago

City of Wisner
Village of Wolbach
Village of Wood Lake

City of Wymore
City of Yutan

Motion carried: 15 ayes, 0 nays, 0 abstention, and 237 not present

(AGENDA ITEM #3) Consider a motion to accept the recommendations of the Nominating Committee and elect the slate of nominees to the LARM Board of Directors.

- a. Pursuant to Article I, Section 2 of LARM's Bylaws and Section 8.1.4.1 of LARM's Interlocal Agreement, the Nominating Committee of the LARM Board of Directors has recommended a slate of five candidates (listed below) to serve a three-year term.
- b. Pursuant to Article I, Section 2.1 of LARM's Bylaws and Section 8.1.3.1 of LARM's Interlocal Agreement, additional nominations shall be requested from participating members at the meeting.

Joey Spellerberg, Mayor of the City of Fremont.
Chris Rector, Administrator of the City of Holdrege.
Alec Baillie, Board Member of Loup Central Landfill.
Gwenda Horky, Clerk/Treasurer of the City of Sargent.
Pat Heath, Administrator of City of Gering.

Chair Spellerberg asked if there were any additional nominations from participating members; there were none. Sharon Powell, Village of Utica moved, seconded by Mayor Don Groesser, City of Ralston, to elect the slate of nominees recommended by LARM's Nominating Committee.

Roll call vote.

Ayes (15):

City of Columbus, City of Crete, City of Fremont, City of Gering, Guide Rock Fire District, City of Holdrege, City of Kimball, Loup Central Landfill, City of Neligh, City of Nelson, Nelson Rural Fire District, City of North Platte, City of Ralston, City of Sargent, and Village of Utica.

Nays (0)

Abstentions (0)

Not present (237):

City of Ainsworth
Village of Alda

Village of Allen
City of Alliance

Village of Anselmo
Village of Ansley

City of Arapahoe
Village of Arcadia
Village of Arlington
Village of Ashton
City of Atkinson
City of Auburn
Auburn Board of Public
Works
Village of Bancroft
City of Bassett
City of Bayard
City of Beaver City
Village of Beaver
Crossing
Village of Benedict
City of Benkelman
City of Bennet
Village of Berwyn
Village of Big Springs
City of Blair
City of Blue Hill
City of Blue Springs
Village of Broadwater
Village of Brock
City of Broken Bow
Village of Brownville
Village of Brule
Village of Brunswick and
Brunswick Rural Fire
District
Village of Burr
City of Burwell
Village of Butte
Village of Callaway
Village of Cedar Bluffs
Village of Cedar Creek
Central Rural Fire
Protection District
City of Chadron
City of Chappell
Village of Chester
City of Clarkson
City of Clay Center
Village of Comstock

Village of Concord and
Concord Rural Fire
District
Village of Cook
Village of Cotesfield
City of Crawford
Village of Culbertson
City of Curtis
Village of Dalton
Village of Danbury
Village of Dannebrog
City of David City
Village of Decatur
Village of DeWeese
Village of Dix
Village of Dorchester,
Dorchester VFD
Village of Douglas,
Douglas VFRD
Village of Dunbar
Village of Duncan
City of Edgar
Village of Edison
Village of Elba
Village of Elm Creek
Village of Elsie
Village of Elyria
Village of Emerson
Village of Eustis
Fairfield Rural Fire
Protection District
City of Falls City
Village of Farnam
Village of Farwell
Village of Firth
City of Franklin
Village of Funk
Village of Garland
City of Genoa
City of Gibbon
Village of Glenvil
City of Gordon
City of Gothenburg
Village of Greeley
Village of Guide Rock
Village of Gurley

Village of Haigler
Village of Halsey
Village of Harrison
City of Hartington
City of Harvard &
Harvard RFD
Village of Hazard
Village of Hemingford
City of Henderson
Village of Hendley
Village of Henry
Village of Herman
Village of Hershey
City of Hickman
Village of Hildreth
Village of Holbrook
Village of Hoskins
Hoskins RFD
Village of Howells
City of Humboldt
Humboldt Fire & RFD
City of Imperial
City of Indianola,
Indianola RFD &
VFD
Village of Inglewood
Village of Jansen
Village of Johnstown
Village of Julian
KBR Solid Waste
Committee
Village of Lawrence
Village of Lebanon
Village of Leigh
Village of Lewellen
Village of Litchfield
Village of Lodgepole
City of Long Pine
City of Louisville
City of Loup City
Lower Republican NRD
Village of Lyman
Lyman-Kiowa RFPD
City of Lyons
Madison County RTSD
Village of Malcolm

Village of Malmo	Village of Platte Center	Village of Scotia
Village of Manley	Village of Plymouth	City of Scottsbluff
Village of Marquette	City of Ponca	Sheep Creek & Farmers RFD
Village of Martinsburg	Village of Potter	Village of Shelton
Village of Maskell	City of Randolph	Village of Shickley
Village of Mason City	Village of Roca	Village of Silver Creek
Village of Maxwell	Village of Ruskin	Solid Waste Agency of Northwest Nebraska (SWANN)
Village of McGrew	City of St. Paul	Springbank Township
Village of Meadow Grove	St. Paul Rural Fire District	Village of Stamford
Village of Melbeta	SID #1 - Butler County	Village of Stapleton
Village of Merna	SID #6 - Dodge County	Village of Steele City
Village of Miller	SID #644- Douglas County	Village of Sterling
City of Minatare	SID #7 - Platte County	Village of Stratton
City of Mitchell	SID #23 - Sarpy County	Village of Stuart
Village of Monroe	SID #29-Sarpy County	Village of Sumner
Village of Moorefield	SID #65 - Sarpy County	Village of Sutherland
Village of Morrill	SID #79 - Sarpy County	City of Syracuse
Village of Mullen	SID#158 - Sarpy County	Village of Table Rock
Village of Murray	SID #237 – Sarpy County	Village of Taylor
Village of Naponee	SID #274 - Sarpy County	City of Terrytown
Village of Nenzel	SID #299 - Sarpy County	City of Trenton
Village of Newcastle	SID #331 - Sarpy County	Village of Uehling
City of Norfolk	SID #333 - Sarpy County	Village of Union
Village of North Loup	SID #341 - Sarpy County	City of Valentine
Northeast Nebraska Economic Development District	SID #358 - Sarpy County	City of Valley
Northeast Nebraska Solid Waste Coalition	SID #367 - Sarpy County	Victoria Township
City of Oakland	SID #368 - Sarpy County	City of Wahoo
Village of Oconto	SID #381- Sarpy County	Village of Wallace
City of Ogallala	SID #384- Sarpy County	Village of Walthill
Village of Ohiowa	Saline County/Crete Railroad Transportation Safety District	Village of Wausa
Village of Orleans	Sargent RFD	City of Waverly
Orleans Township		Village of Wilcox
City of Oshkosh		Village of Winnebago
Village of Otoe		City of Wisner
Village of Overton		Village of Wolbach
Village of Oxford		Village of Wood Lake
City of Pawnee City		City of Wymore
Village of Paxton		City of Yutan
Village of Pilger		
City of Plainview		

Motion carried: 15 ayes, 0 nays, 0 abstention and 237 not present.

(AGENDA ITEM #4) Consider a motion to accept a report on LARM's Annual Audited Financial Statement and Actuarial Opinion. (The report was presented by Jeremy Fox, CPA, Thomas, Kunc and Black, LARM's Auditor.) Mayor James Bulkley, City of Columbus moved, seconded by Chris Rector, City of Holdrege to accept the report on LARM's Annual Audited Financial Statement and Actuarial Opinion. Chair Spellerberg asked if there was any discussion, there was none.

It is noted that Raquel Felzien, City of Franklin arrived at 11:07 a.m.

It is noted that Mayor Mindy Rump, City of Blair arrived at 11:10 a.m.

Roll call vote.

Ayes (17): City of Blair, City of Columbus, City of Crete, City of Franklin, City of Fremont, City of Gering, Guide Rock Fire District, City of Holdrege, City of Kimball, Loup Central Landfill, City of Neligh, City of Nelson, Nelson Rural Fire District, City of North Platte, City of Ralston, City of Sargent, and Village of Utica.

Nays (0)

Abstentions (0)

Not present (235):

- | | | |
|------------------------|--------------------------|------------------------|
| City of Ainsworth | City of Benkelman | Central Rural Fire |
| Village of Alda | City of Bennet | Protection District |
| Village of Allen | Village of Berwyn | City of Chadron |
| City of Alliance | Village of Big Springs | City of Chappell |
| Village of Anselmo | City of Blue Hill | Village of Chester |
| Village of Ansley | City of Blue Springs | City of Clarkson |
| City of Arapahoe | Village of Broadwater | City of Clay Center |
| Village of Arcadia | Village of Brock | Village of Comstock |
| Village of Arlington | City of Broken Bow | Village of Concord and |
| Village of Ashton | Village of Brownville | Concord Rural Fire |
| City of Atkinson | Village of Brule | District |
| City of Auburn | Village of Brunswick and | Village of Cook |
| Auburn Board of Public | Brunswick Rural Fire | Village of Cotesfield |
| Works | District | City of Crawford |
| Village of Bancroft | Village of Burr | Village of Culbertson |
| City of Bassett | City of Burwell | City of Curtis |
| City of Bayard | Village of Butte | Village of Dalton |
| City of Beaver City | Village of Callaway | Village of Danbury |
| Village of Beaver | Village of Cedar Bluffs | Village of Dannebrog |
| Crossing | Village of Cedar Creek | City of David City |
| Village of Benedict | | Village of Decatur |

Village of DeWeese
Village of Dix
Village of Dorchester,
Dorchester VFD
Village of Douglas,
Douglas VFRD
Village of Dunbar
Village of Duncan
City of Edgar
Village of Edison
Village of Elba
Village of Elm Creek
Village of Elsie
Village of Elyria
Village of Emerson
Village of Eustis
Fairfield Rural Fire
Protection District
City of Falls City
Village of Farnam
Village of Farwell
Village of Firth
Village of Funk
Village of Garland
City of Genoa
City of Gibbon
Village of Glenvil
City of Gordon
City of Gothenburg
Village of Greeley
Village of Guide Rock
Village of Gurley
Village of Haigler
Village of Halsey
Village of Harrison
City of Hartington
City of Harvard &
Harvard RFD
Village of Hazard
Village of Hemingford
City of Henderson
Village of Hendley
Village of Henry
Village of Herman
Village of Hershey
City of Hickman

Village of Hildreth
Village of Holbrook
Village of Hoskins
Hoskins RFD
Village of Howells
City of Humboldt
Humboldt Fire & RFD
City of Imperial
City of Indianola,
Indianola RFD &
VFD
Village of Inglewood
Village of Jansen
Village of Johnstown
Village of Julian
KBR Solid Waste
Committee
Village of Lawrence
Village of Lebanon
Village of Leigh
Village of Lewellen
Village of Litchfield
Village of Lodgepole
City of Long Pine
City of Louisville
City of Loup City
Lower Republican NRD
Village of Lyman
Lyman-Kiowa RFPD
City of Lyons
Madison County RTSD
Village of Malcolm
Village of Malmo
Village of Manley
Village of Marquette
Village of Martinsburg
Village of Maskell
Village of Mason City
Village of Maxwell
Village of McGrew
Village of Meadow
Grove
Village of Melbeta
Village of Merna
Village of Miller
City of Minatare

City of Mitchell
Village of Monroe
Village of Moorefield
Village of Morrill
Village of Mullen
Village of Murray
Village of Naponee
Village of Nenzel
Village of Newcastle
City of Norfolk
Village of North Loup
Northeast Nebraska
Economic
Development District
Northeast Nebraska
Solid Waste
Coalition
City of Oakland
Village of Oconto
City of Ogallala
Village of Ohiowa
Village of Orleans
Orleans Township
City of Oshkosh
Village of Otoe
Village of Overton
Village of Oxford
City of Pawnee City
Village of Paxton
Village of Pilger
City of Plainview
Village of Platte Center
Village of Plymouth
City of Ponca
Village of Potter
City of Randolph
Village of Roca
Village of Ruskin
City of St. Paul
St. Paul Rural Fire
District
SID #1 - Butler County
SID #6 - Dodge County
SID #644- Douglas
County
SID #7 - Platte County

SID #23 - Sarpy County
 SID #29-Sarpy County
 SID #65 - Sarpy County
 SID #79 - Sarpy County
 SID#158 - Sarpy County
 SID #237 – Sarpy
 County
 SID #274 - Sarpy
 County
 SID #299 - Sarpy
 County
 SID #331 - Sarpy
 County
 SID #333 - Sarpy
 County
 SID #341 - Sarpy
 County
 SID # 358 - Sarpy
 County
 SID #367 - Sarpy
 County
 SID #368 - Sarpy
 County
 SID #381- Sarpy County

SID #384- Sarpy County
 Saline County/Crete
 Railroad
 Transportation
 Safety District
 Sargent RFD
 Village of Scotia
 City of Scottsbluff
 Sheep Creek & Farmers
 RFD
 Village of Shelton
 Village of Shickley
 Village of Silver Creek
 Solid Waste Agency of
 Northwest Nebraska
 (SWANN)
 Springbank Township
 Village of Stamford
 Village of Stapleton
 Village of Steele City
 Village of Sterling
 Village of Stratton
 Village of Stuart
 Village of Sumner

Village of Sutherland
 City of Syracuse
 Village of Table Rock
 Village of Taylor
 City of Terrytown
 City of Trenton
 Village of Uehling
 Village of Union
 City of Valentine
 City of Valley
 Victoria Township
 City of Wahoo
 Village of Wallace
 Village of Walthill
 Village of Wausa
 City of Waverly
 Village of Wilcox
 Village of Winnebago
 City of Wisner
 Village of Wolbach
 Village of Wood Lake
 City of Wymore
 City of Yutan

Motion carried: 17 ayes, 0 nays, 0 abstention, and 235 not present.

(AGENDA ITEM #5) Motion to adjourn. Mayor James Bulkley, City of Columbus moved, seconded by Sharon Powell, Village of Utica, to adjourn.

Roll call vote.

Ayes (17): City of Blair, City of Columbus, City of Crete, City of Franklin, City of Fremont, City of Gering, City of Gibbon, Guide Rock Fire District, City of Holdrege, City of Neligh, City of Nelson, Nelson Rural Fire District, City of North Platte, City of Ralston, SID #29, City of St. Paul, St. Paul Fire Department, City of Sargent, City of Scottsbluff, and City of Waverly

Nays (0)

Abstentions (0)

Not present (235):

City of Ainsworth
 Village of Alda
 Village of Allen

City of Alliance
 Village of Anselmo
 Village of Ansley

City of Arapahoe
 Village of Arcadia
 Village of Arlington

Village of Ashton
City of Atkinson
City of Auburn
Auburn Board of Public
Works
Village of Bancroft
City of Bassett
City of Bayard
City of Beaver City
Village of Beaver
Crossing
Village of Benedict
City of Benkelman
City of Bennet
Village of Berwyn
Village of Big Springs
City of Blue Hill
City of Blue Springs
Village of Broadwater
Village of Brock
City of Broken Bow
Village of Brownville
Village of Brule
Village of Brunswick and
Brunswick Rural Fire
District
Village of Burr
City of Burwell
Village of Butte
Village of Callaway
Village of Cedar Bluffs
Village of Cedar Creek
Central Rural Fire
Protection District
City of Chadron
City of Chappell
Village of Chester
City of Clarkson
City of Clay Center
Village of Comstock
Village of Concord and
Concord Rural Fire
District
Village of Cook
Village of Cotesfield
City of Crawford

Village of Culbertson
City of Curtis
Village of Dalton
Village of Danbury
Village of Dannebrog
City of David City
Village of Decatur
Village of DeWeese
Village of Dix
Village of Dorchester,
Dorchester VFD
Village of Douglas,
Douglas VFRD
Village of Dunbar
Village of Duncan
City of Edgar
Village of Edison
Village of Elba
Village of Elm Creek
Village of Elsie
Village of Elyria
Village of Emerson
Village of Eustis
Fairfield Rural Fire
Protection District
City of Falls City
Village of Farnam
Village of Farwell
Village of Firth
Village of Funk
Village of Garland
City of Genoa
City of Gibbon
Village of Glenvil
City of Gordon
City of Gothenburg
Village of Greeley
Village of Guide Rock
Village of Gurley
Village of Haigler
Village of Halsey
Village of Harrison
City of Hartington
City of Harvard &
Harvard RFD
Village of Hazard

Village of Hemingford
City of Henderson
Village of Hendley
Village of Henry
Village of Herman
Village of Hershey
City of Hickman
Village of Hildreth
Village of Holbrook
Village of Hoskins
Hoskins RFD
Village of Howells
City of Humboldt
Humboldt Fire & RFD
City of Imperial
City of Indianola,
Indianola RFD &
VFD
Village of Inglewood
Village of Jansen
Village of Johnstown
Village of Julian
KBR Solid Waste
Committee
Village of Lawrence
Village of Lebanon
Village of Leigh
Village of Lewellen
Village of Litchfield
Village of Lodgepole
City of Long Pine
City of Louisville
City of Loup City
Lower Republican NRD
Village of Lyman
Lyman-Kiowa RFPD
City of Lyons
Madison County RTSD
Village of Malcolm
Village of Malmo
Village of Manley
Village of Marquette
Village of Martinsburg
Village of Maskell
Village of Mason City
Village of Maxwell

Village of McGrew	City of Randolph	City of Scottsbluff
Village of Meadow Grove	Village of Roca	Sheep Creek & Farmers RFD
Village of Melbeta	Village of Ruskin	Village of Shelton
Village of Merna	City of St. Paul	Village of Shickley
Village of Miller	St. Paul Rural Fire District	Village of Silver Creek
City of Minatare	SID #1 - Butler County	Solid Waste Agency of Northwest Nebraska (SWANN)
City of Mitchell	SID #6 - Dodge County	Springbank Township
Village of Monroe	SID #644- Douglas County	Village of Stamford
Village of Moorefield	SID #7 - Platte County	Village of Stapleton
Village of Morrill	SID #23 - Sarpy County	Village of Steele City
Village of Mullen	SID #29-Sarpy County	Village of Sterling
Village of Murray	SID #65 - Sarpy County	Village of Stratton
Village of Naponee	SID #79 - Sarpy County	Village of Stuart
Village of Nenzel	SID#158 - Sarpy County	Village of Sumner
Village of Newcastle	SID #237 – Sarpy County	Village of Sutherland
City of Norfolk	SID #274 - Sarpy County	City of Syracuse
Village of North Loup	SID #299 - Sarpy County	Village of Table Rock
Northeast Nebraska Economic Development District	SID #331 - Sarpy County	Village of Taylor
Northeast Nebraska Solid Waste Coalition	SID #333 - Sarpy County	City of Terrytown
City of Oakland	SID #341 - Sarpy County	City of Trenton
Village of Oconto	SID # 358 - Sarpy County	Village of Uehling
City of Ogallala	SID #367 - Sarpy County	Village of Union
Village of Ohiowa	SID #368 - Sarpy County	City of Valentine
Village of Orleans	SID #381- Sarpy County	City of Valley
Orleans Township	SID #384- Sarpy County	Victoria Township
City of Oshkosh	Saline County/Crete Railroad Transportation Safety District	City of Wahoo
Village of Otoe	Sargent RFD	Village of Wallace
Village of Overton	Village of Scotia	Village of Walthill
Village of Oxford		Village of Wausa
City of Pawnee City		City of Waverly
Village of Paxton		Village of Wilcox
Village of Pilger		Village of Winnebago
City of Plainview		City of Wisner
Village of Platte Center		Village of Wolbach
Village of Plymouth		Village of Wood Lake
City of Ponca		City of Wymore
Village of Potter		City of Yutan

Motion carried: 17 eyes, 0 nays, 0 abstentions and 235 not present.

The meeting was adjourned at 11:15 am.

Chair Mayor Joey Spellerberg thanked all the members for taking the time to participate in the Annual Members' Meeting and vote on these important agenda items.

Approved on:

ATTEST:

Kyla Brockvelt
Executive Administrative Assistant
League Association of Risk Management

L. Lynn Rex
Ex-Officio, Non-Voting Board Member and Administrator of LARM
Executive Director of the League of Nebraska Municipalities



NOTICE

MEETING OF THE ANNUAL MEMBERS MEETING OF THE LEAGUE ASSOCIATION OF RISK MANAGEMENT (LARM) Wednesday, September 24, 2025, 11:00 a.m. CT/10:00 a.m. MT

PLEASE TAKE NOTICE that on **Wednesday, September 24, 2025, at 11:00 a.m. CT/10:00 a.m. MT**, the League Association of Risk Management (LARM), will hold a LARM Annual Members meeting at the Cornhusker Marriot Hotel, Grand Ballroom, B and C, 333 South 13th Street, Lincoln, Nebraska. An agenda of subjects known at this time is included with this notice, and the agenda shall be kept continually current and readily available for public inspection at the principal office of LARM during normal business hours at 1335 L Street, Suite 200, Lincoln, Nebraska. A notice of this meeting with the agenda and other materials are available at this location with a copy of the Open Meetings Act posted. The meeting will also be made available by Zoom via Computer, Smart Device or Telephone: <https://larmpool-org.zoom.us/j/84094282562?pwd=TpMrzcFjSn1xvx1CcA34iJ5OCHaLuB.1> or 1-833-548-0282. The Meeting ID is 840 9428 2562 and the passcode is 539481.

On September 17, 2025, a notice of this meeting with the agenda and other materials was sent to all LARM members and the LARM Board. Notice of this meeting with the agenda and other materials also is available for public inspection at 1335 L Street, Suite 200, in Lincoln, Nebraska, and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, with a link to the current version of the Open Meetings Act on LARM's website- larmpool.org.

RESOLUTION
SIGNING OF PROGRAM AGREEMENT – BL2515

City of Crete

Resolution No. 2025-24

Whereas: City of Crete is proposing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Crete understand that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Crete and the Nebraska Department of Transportation (NDOT) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Crete that:

David Bauer, Mayor of the City of Crete, is hereby authorized to sign the attached Project Program agreement between City of Crete, Nebraska and NDOT.

NDOT Project Number: DPS-76(53)

NDOT Control Number: 13631

NDOT Project Description: Crete Pedestrian Bridge Project

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City Council of City of Crete, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:



To LB840 Applicant:

CONGRATULATIONS on taking the first step to being awarded additional funds to help your business or event in Crete. The funds available for Economic Development, resulting from the citizen-approved sales tax increase that took effect April 1, 2011, are available first come to businesses, events and projects that meet the requirements of Crete's written Economic Development Plan, which can be found online at www.crete.ne.gov/vnews/display.v/ART/58fa7907ccebfb. A written copy is also available from the City of Crete Economic Development Director.

Please review the Economic Development Plan and confirm that your project or business is eligible. Applications may be recommended for funding in full or in part or may be denied based upon the review of the Board. Final decisions regarding funding will be made by the City Council but according to the terms of the Plan, in no event may the City Council fund any Application not previously reviewed and approved by the citizen Board.

In this packet you will find an Application for Funds, a US Citizenship Attestation Form and a Check List of required items. As you will see, the Application is detailed and requires significant information and additional verification documents. If you need assistance with the application please contact any Economic Development Advisory Board member. *If you have questions, please call the Economic Development Office, at 402-826-4312 or email the City Administrator, tom.ourada@crete.ne.gov*

Please note that the first portion of the application will be open to the public and may be provided to the City Council for final funding review. The balance of the application and all supporting documentation including personal financial information is confidential and will only be shared with members of the Economic Advisory Board for purposes of considering your application. All confidential records will be maintained in the office of the Economic Development Board and will be kept separately and not be available for review by the public. Any questions or concerns regarding this process shall be directed to the City Administrator.

All Applicants will be required to attend a public hearing for presentation regarding their request for funding. Public hearings will be held at least quarterly and may be held more frequently at the request of the Board. All Applications presented within the three months preceding a Public Hearing will be set for presentation and consideration at the same meeting. The Board may make a recommendation for funding at the public hearing, or may vote to table an application for further information, but in no event shall an application be tabled more than once so that all decisions will be made not more than three months after the initial public hearing regarding an application. There is no guarantee that a determination will be made less than three months after submission so all applicants are urged to make timely requests for funding if projects or events have set timelines.

Mail or deliver completed application with all supporting documentation and forms to:

**Economic Development Program Director
City of Crete City Hall
243 E. 13th Street, P.O. Box 86
Crete, NE 68333**

We look forward to working with you through the application process.
Equal Opportunity and Fair Housing Provider and Employer



ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR FUNDS

Please Type or Print Clearly and Answer Each Question (If Question Does Not Apply – Mark N/A).

Please Note: The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

A. APPLICANT INFORMATION:

Name of Entity Applying for Assistance: Heath Sports & Apparel, Inc.

Business Address: 1222 Main Ave. CRETE NE 68333
(City) (State) (Zip Code)

Contact Person: Sherri Heath Telephone Number: 4028265187

Fax Number: _____ Email Address: sherri@heathsports.com

Federal Tax ID Number: 45-1503960

Type of Entity: Start-Up Buyout Existing

If Existing, Number of Years in Business in Crete: 14

Business Classification: (Please Choose One)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Retail | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government | <input type="checkbox"/> Other |

Business Type: (Please Choose One)

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Proprietorship | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other |

Does the Company have a Parent or Subsidiaries? Yes No

If Yes, Please List Name: _____

Address: _____
(City) (State) (Zip Code)

C. PROJECT LOCATION:

- | | | |
|--|---|-----------------------------|
| Within the Crete City Limits? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Within the Crete Two-Mile Jurisdiction? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Land Owned by the City of Crete? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Not Located in Crete but for area benefit? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If Not in City Jurisdiction, please explain local benefit:

D. ATTACHMENTS: - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

Please Note: The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

E. APPLICANT SIGNATURE:

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.

Sheila Heaton

Applicant's Signature

June 23, 2025

Date

Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
Paul Heath	President	43
Sherri Heath	Treasurer	43
Deborah Hervert	Secretary	7
Fred Hervert	Vice President	7

Which type of assistance is the entity applying for?

- Grant Loan Guarantee If so, Lender? _____ Other

Explain: _____

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development New Business Startup Building Renovation Public Works
 Professional/Employee Recruitment Promotion/Tourism Job Training
 Working Capital Low - Moderate Income Housing Workforce Housing
 Technology Plan Management Technical Assistance Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska? Yes No DK

Has the business applied for any incentives from the State of Nebraska? Yes No

If yes, please explain: _____

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 3

Number of Full-Time Equivalent Positions to Be Created: Potentially 1 or 2

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?
 Yes No

If no, please explain: _____

Does the Company Employ Any Seasonal Employees? Yes No

If Yes, How Many: _____
 (Seasonal employees must work for at least three continuous months and the position must reoccur annually)

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

The goal is to acquire a new automatic screen-printing machine. We currently have a manual screen-print machine, and an automatic screen-print machine. We have 2 full time employees that run those machines. The automatic machine we currently run was built in the 1990's, and we have been able to keep it maintained, and repair as needed, but the technology and capabilities of the newer machines would speed up production, as well as save money due to not having to pay for repairs, and account for down time. The speed of the new machine would also enable us to produce orders at a faster rate, and allow us to branch out more in sales, and take on more jobs.

I would like to hire not only a salesperson, but another store person to coordinate increased orders. We currently have 3 contract customers that we work with, and we print all of their wearables that they sell to their customers. If we are more efficient in our production area, our bottom line is better, and we can be more growth-minded looking ahead to the next few years.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$	\$
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$ 70,000.00	\$ 35,000.00
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 70,000.00	
	Total LB840 Funds Requested:	\$ 35,000 ⁴¹ 70,000.00

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: Union Bank & Trust

Loan Amount: \$50,000.00 Loan Term (Years): LOC - 12 months

Amount Injected Into the Project by Business/Partners/Owners:

Other Funding Source(s) and Amount(s): n/a

Checklist for Local Economic Development Program Application

For a qualifying business to be considered for direct or indirect financial assistance under the Crete Local Economic Development Program an applicant must provide to the City Administrator or Program Administrator:

- A completed and signed application with all required support documents including, but not limited to:
 - A detailed description summary of the proposed project which clearly states what assistance the business is requesting from the program, including evidence that the project qualifies for assistance under the Local Option Municipal Economic Development Act and is consistent with the goals of the Crete Local Economic Development Program.
 - Use of Funds – Total project costs and financing requirement; include copies of any preliminary bids (if applicable/available).
 - A review of key management and employees and their experience as related to the proposed project.
- Start Up Business
 - Current Business Plan for the project and the company, including employment and financial projections;
 - Three (3) Years Financial Projections
 - Past three years personal tax returns
- Existing Business:
 - Most Current Business Plan
 - Three (3) Yearly Financial Statements: Profit & Loss Statements, Cash Flows and Income Statements covering the last three years of business operation, or if a new business, personal income statements.
 - List of Current Obligations (include company Names and Amounts)
 - Past three years personal tax returns
- Letter from Lending Institution(s) (if applicable): Evidence of private financing commitments for investors or lenders.
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws)
- Resume(s) of all owners/co-owners/directors/partners/stockholders: Necessary entity or personal financial information about the Applicant(s), including name, address, past experience, work history, and related information.
- Other information or financial documentation as requested.

Questions: Contact City Administrator, Tom Ourada, at 402-826-4313 or email tom.ourada@crete.ne.gov. **Return** application and supporting documentation to City Administrator, at City Hall, 243 E. 13th Street, Crete, NE 68333

United States Citizenship Attestation Form

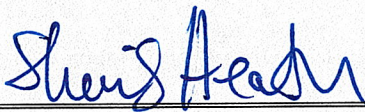
For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Sherri S. Heath</u> <small>(first, middle, last)</small>
SIGNATURE	<u></u>
DATE	<u>June 14, 2025</u>



To LB840 Applicant:

CONGRATULATIONS on taking the first step to being awarded additional funds to help your business or event in Crete. The funds available for Economic Development, resulting from the citizen-approved sales tax increase that took effect April 1, 2011, are available first come to businesses, events and projects that meet the requirements of Crete's written Economic Development Plan, which can be found online at www.crete.ne.gov/vnews/display.v/ART/58fa7907ccebfc. A written copy is also available from the City of Crete Economic Development Director.

Please review the Economic Development Plan and confirm that your project or business is eligible. Applications may be recommended for funding in full or in part or may be denied based upon the review of the Board. Final decisions regarding funding will be made by the City Council but according to the terms of the Plan, in no event may the City Council fund any Application not previously reviewed and approved by the citizen Board.

In this packet you will find an Application for Funds, a US Citizenship Attestation Form and a Check List of required items. As you will see, the Application is detailed and requires significant information and additional verification documents. If you need assistance with the application please contact any Economic Development Advisory Board member. *If you have questions, please call the Economic Development Office, at 402-826-4312 or email the City Administrator, tom.ourada@crete.ne.gov*

Please note that the first portion of the application will be open to the public and may be provided to the City Council for final funding review. The balance of the application and all supporting documentation including personal financial information is confidential and will only be shared with members of the Economic Advisory Board for purposes of considering your application. All confidential records will be maintained in the office of the Economic Development Board and will be kept separately and not be available for review by the public. Any questions or concerns regarding this process shall be directed to the City Administrator.

All Applicants will be required to attend a public hearing for presentation regarding their request for funding. Public hearings will be held at least quarterly and may be held more frequently at the request of the Board. All Applications presented within the three months preceding a Public Hearing will be set for presentation and consideration at the same meeting. The Board may make a recommendation for funding at the public hearing, or may vote to table an application for further information, but in no event shall an application be tabled more than once so that all decisions will be made not more than three months after the initial public hearing regarding an application. There is no guarantee that a determination will be made less than three months after submission so all applicants are urged to make timely requests for funding if projects or events have set timelines.

Mail or deliver completed application with all supporting documentation and forms to:

**Economic Development Program Director
City of Crete City Hall
243 E. 13th Street, P.O. Box 86
Crete, NE 68333**

We look forward to working with you through the application process.
Equal Opportunity and Fair Housing Provider and Employer



ECONOMIC DEVELOPMENT PROGRAM
APPLICATION FOR FUNDS

Please Type or Print Clearly and Answer Each Question *(If Question Does Not Apply – Mark N/A).*

Please Note: The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

A. APPLICANT INFORMATION:

Name of Entity Applying for Assistance: Saline Medical Specialties

Business Address: 830 E 1st Street, Ste. 200 Crete NE 68333
(City) (State) (Zip Code)

Contact Person: Josue Gutierrez, M.D. Telephone Number: 4028263222

Fax Number: 4028263228 Email Address: jgutierrez@smscrete.com

Federal Tax ID Number: 833424514

Type of Entity: Start-Up Buyout Existing

If Existing, Number of Years in Business in Crete: 6 years

Business Classification: (Please Choose One)

- | | | |
|---|---|---|
| <input type="checkbox"/> Retail | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government | <input checked="" type="checkbox"/> Other |

Business Type: (Please Choose One)

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> LLC | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other |

Does the Company have a Parent or Subsidiaries? Yes No

If Yes, Please List Name: _____

Address: _____
(City) (State) (Zip Code)

Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
Josue D. Gutierrez	Owner, Physician	100

Which type of assistance is the entity applying for?

- Grant
 Loan Guarantee If so, Lender? Pinnacle Bank
 Other

Explain: _____

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development
 New Business Startup
 Building Renovation
 Public Works
 Professional/Employee Recruitment
 Promotion/Tourism
 Job Training
 Working Capital
 Low - Moderate Income Housing
 Workforce Housing
 Technology
 Plan Management
 Technical Assistance
 Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska? Yes No DK

Has the business applied for any incentives from the State of Nebraska? Yes No

If yes, please explain: _____

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 14

Number of Full-Time Equivalent Positions to Be Created: 4-6

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

- Yes No

If no, please explain: _____

Does the Company Employ Any Seasonal Employees? Yes No

If Yes, How Many: _____

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

(See Project Summary in attachments)

Saline Medical Specialties is an independent Family Medicine clinic that has been in our community for more than 20 years and more recently became independent in 2019. Since becoming an independent clinic we have tried to innovate and bring resources to the community that will strengthen its health in general.

Several programs have been initiated in order to satisfy and continue providing high quality care, these include employee retention and education, technology upgrades as well as clinician recruitment planning.

Our community is quite diverse and we identified there were several individuals in our community that are foreign trained physicians in other countries but that lacking the language to practice and train here, this was limiting their growth and forcing them to be employed in non healthcare related areas. Partnering with the school system a program was set in place, allowing SMS to hire 6 individuals to work as CMA's in the clinic. The clinic would pay for their medically focused English curriculum, provide training on the US healthcare system including clinic workflow and insurance processes. Continuous one on one training with Dr. Gutierrez teaching them different ways to approach entry into the US school system and advising on next steps to achieve this goal. The end goal of this program is for these foreign trained doctors have a way to learn the medical system in the United States, learn medical level English, and in the future apply or continue the road to becoming independent clinicians in the US. This can be achieved by NP, PA or MD schooling. Ultimately have these individuals return or stay in our community providing care for everyone. +

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$	\$
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$ 75,000.00	\$ 75,000.00
Business / Employee Recruitment Activities	\$ 350,000.00	\$ 350,000.00
Technology Costs	\$ 100,000.00	\$ 100,000.00
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$ 75,000.00	\$ 75,000.00
Other	\$	\$
Total Project Cost	\$ 600,000.00	
	Total LB840 Funds Requested:	\$ 600,000.00

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: Pinnacle Bank

Loan Amount: CHF 600,000.00 Loan Term (Years): 10

Amount Injected Into the Project by Business/Partners/Owners:
\$ 0.00

Other Funding Source(s) and Amount(s): None

C. PROJECT LOCATION:

- | | | |
|--|---|--|
| Within the Crete City Limits? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Within the Crete Two-Mile Jurisdiction? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Land Owned by the City of Crete? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Not Located in Crete but for area benefit? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

If Not in City Jurisdiction, please explain local benefit:


D. ATTACHMENTS: - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

Please Note: The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
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- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

E. APPLICANT SIGNATURE:

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.



 Applicant's Signature

7/15/2025

 Date

Checklist for Local Economic Development Program Application

For a qualifying business to be considered for direct or indirect financial assistance under the Crete Local Economic Development Program an applicant must provide to the City Administrator or Program Administrator:

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 - A review of key management and employees and their experience as related to the proposed project.

- Start Up Business
 - Current Business Plan for the project and the company, including employment and financial projections;
 - Three (3) Years Financial Projections
 - Past three years personal tax returns

- Existing Business:
 - Most Current Business Plan
 - Three (3) Yearly Financial Statements: Profit & Loss Statements, Cash Flows and Income Statements covering the last three years of business operation, or if a new business, personal income statements.
 - List of Current Obligations (include company Names and Amounts)
 - Past three years personal tax returns

- Letter from Lending Institution(s) (if applicable): Evidence of private financing commitments for investors or lenders.

- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws)

- Resume(s) of all owners/co-owners/directors/partners/stockholders: Necessary entity or personal financial information about the Applicant(s), including name, address, past experience, work history, and related information.

- Other information or financial documentation as requested.

Questions: Contact City Administrator, Tom Ourada, at 402-826-4313 or email tom.ourada@crete.ne.gov. **Return** application and supporting documentation to City Administrator, at City Hall, 243 E. 13th Street, Crete, NE 68333

United States Citizenship Attestation Form


For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	Josue D. Gutierrez, M.D. <hr/> <small>(first, middle, last)</small>
SIGNATURE	 <hr/>
DATE	7/15/2025 <hr/>

1/19/2010

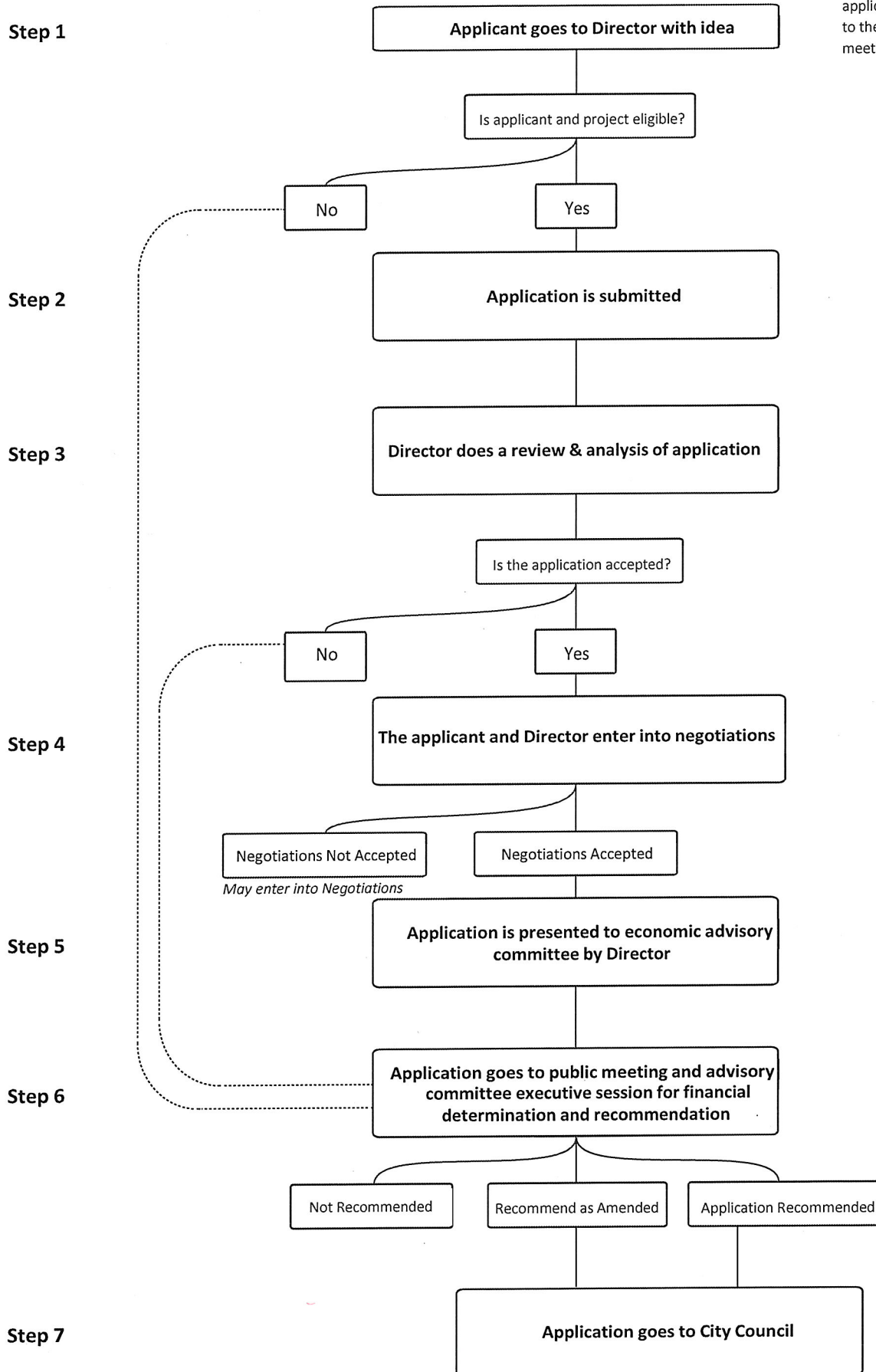
DOWNLOAD/SAVE

PRINT

LB 840 APPLICATION PROCESS

Next Step In Process

If application is denied, the applicant has the ability to appeal to the advisory board at a public meeting



Project Information

Saline Medical Specialties is an independent Family Medicine clinic that has been in our community for more than 20 years and more recently became independent in 2019. Since becoming an independent clinic we have tried to innovate and bring resources to the community that will strengthen its health in general.

Several programs have been initiated to satisfy and continue providing high quality care, these include employee retention and education, technology upgrades as well as clinician recruitment planning.

Our community is quite diverse, and we identified there were several individuals in our community that are foreign trained physicians in other countries but that lacking the language to practice and train here, this was limiting their growth and forcing them to be employed in non-healthcare related areas. Partnering with the school system a program was set in place, allowing SMS to hire 6 individuals to work as CMAs in the clinic. The clinic would pay for their medically focused English curriculum, provide training on the US healthcare system including clinic workflow and insurance processes. Continuous one-on-one training with Dr. Gutierrez teaching them different ways to approach entry into the US school system and advising on the next steps to achieve this goal. The end goal of this program is for these foreign trained doctors have a way to learn the medical system in the United States, learn medical level English, and in the future apply or continue the road to becoming independent clinicians in the US. This can be achieved by NP, PA or MD schooling. Ultimately, these individuals return or stay in our community providing care for everyone.

We would also like to use a portion of the loan for immediate clinician recruitment and retention. The competitive sign on bonuses and loan repayment programs offered in other health care facilities at times limit smaller clinics from high quality candidates. The extra revenue would be employed to expand clinic services in the future to include mental health counselor, a dietary clinician to assist patients with hypertension, diabetes, and weight loss. Resources that are truly needed in our community but need to be sustainable and that can only be done by expanding our ability to see more patients. Our community, all these additions would be extremely beneficial to patients. All in all these funds would be directly tied to further strengthening the healthcare system in our community and to provide a pipeline for high quality clinicians and care.

We thank you for your consideration in this matter and in partnering with us to improve our community.

Sincerely,

Saline Medical Specialties



Master Fee Schedule

Fiscal Year 2024-25

CMC §1-930 Fiscal Management; Master Fee Schedule; Amendment; Conflicts

(1) Each fiscal year, the City Council shall adopt, by resolution, a [Master Fee Schedule](#), which shall establish rates, fees, charges, and other costs imposed by the City for goods and services provided to the public, for permits, licenses, and other grants of privilege, and for any other costs that may be imposed by law. A copy of the Master Fee Schedule, which shall be kept continually current, shall be readily available for public inspection at the City Clerk’s Office. Except as otherwise provided by law, all rates, fees, charges, and other costs found in the Master Fee Schedule shall be cumulative, and all rates, fees, charges, or other costs that may apply in a particular situation shall be due and payable.

(2) The Master Fee Schedule may be amended from time to time by resolution, order, or other appropriate action of the City Council.

(3) In the event of a conflict between the Master Fee Schedule and any other provision of the Crete Municipal Code, the highest rate, fee, charge, or other cost shall apply.

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PART I: GENERAL ADMINISTRATION

General Administrative Services

Recording/Filing Fee	\$10.00 for first page; \$6.00 per page for each additional
Certification Fee	\$1.50 per page
Notice Publication Fee	\$15.00
Copy Fee	See Library Services
Fax Fee	See Library Services
Election Filing Fee	1% of annual salary of elected position
Returned Check Charge	\$20.00-\$35.00 (dependent on bank servicing fee)
Tax Increment Financing	
Application Fee	\$500
Processing Fee	\$1,500
Administrative Fee	1% of TIF Note principal

Businesses and Organizations

Business Registration Fee	\$20.00
Mobile Food Vendor Permit	\$20.00
Itinerant Merchant/Peddler Permit	
Standard Permit	\$100.00
Seasonal Permit	\$500.00
Snow Removal License	\$10.00
Liquor License Application Fee	\$25.00
Special Designated License Event Fee	\$40.00
Bingo Permit	\$10.00
Junk Dealer License	\$10.00
Tobacco Dealer Application Fee	\$15.00
Tobacco Wholesale License	\$100.00

City Owned/Operated Facility Rentals

Downtown Parking Lot Space	\$25/stall
Wanek Community Center	\$25/hour (up to 6 hours) or \$150/day plus deposit
Crete Carrier Room- Weekends and Holidays	\$150 per day (requires deposit)
Crete Carrier Room- Weekdays	\$25/hour or \$150 per day (requires deposit)

Fire and Rescue Services

Burn Permit Fee	\$10.00
Fire Safety Inspection Fee	\$50.00
Treat and Release	\$175.00
Ambulance Stand-by Service	\$100.00

Ambulance Services

Basic Life Support (BLS)	
Ambulance Service, non-emergency	\$1,030.00 plus mileage rate
Ambulance Service, emergency	\$1,140.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile

Advanced Life Support (ALS)	
Ambulance Service, non-emergency	\$1,250.00 plus mileage rate
Ambulance Service, emergency - Level 1	\$1,410.00 plus mileage rate
Ambulance Service, emergency - Level 2	\$1,760.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile
Advanced Life Support Intercept	\$100.00

Library Services

Late Return Fee – Print and Audiobooks	\$0.00
Late Return Fee – DVDs	\$0.10 per day, up to \$5.00 maximum
Copier/Printer Rates – 8.5" by 11" Black and White	\$0.25 per page/side
Copier/Printer Rates – 8.5" by 11" Color	\$0.50 per page/side
Copier/Printer Rates – Large Paper	Additional fee based on paper size
3D printing	\$20.00 per hour
Fax	\$2.00 + \$1.00/page

Parks and Recreation

Recreation Programs*

Adult Coed Softball	\$425.00
Kickin' It Martial Arts	\$45.00
Micro Soccer	\$25.00
Micro T-Ball	\$25.00
Youth Flag Football	\$45.00

Youth T-Ball	\$25.00
Youth Soccer	\$45.00
Youth Volleyball	\$45.00
Pickleball Program	\$25.00
Sibling Discount	First Sibling, full price. Any siblings enrolled in the same sport receives a \$10.00 discount
Coaching Waiver	Coaches are allowed free registration for one child in their household who participates on their team.

Pool and Swimming*

Pool - Daily Admissions	
3 yrs. old & under	\$0.00
4 to 17 yrs. old	\$4.00
18 to 54 yrs. old	\$6.00
55+ yrs. old	\$4.00
Non-swimming Parent/Guardian	\$2.00
Pool – Season Passes	
Individual	\$60.00
Two Person	\$90.00
Three Person	\$120.00
Four Person	\$150.00
Five Person	\$180.00
Six Person	\$210.00
Seven or more Person	\$240.00
55+ Individuals	\$40.00
Pool Parties	\$250.00
Swimming Lessons	
Infant/Toddler Lessons	\$30.00
Youth/Adult Lessons	\$45.00
Swim Team	\$75.00
Water Aerobics	\$40.00

*If you have a demonstrated financial need, the Doane Equity Fund may be able to assist you. Contact the City for the necessary form.

Parks and Fields

Fields and Concessions (Reservations Required)	
Non-game Field Rental (Practices/Scrimmage)	Free for local teams, \$15.00 non-local teams
Weekday Field Rental (Games)	\$15.00 local teams, \$30.00 non-local teams

Weekend Field Rental (Games)	\$30.00 local teams, \$60.00 non-local teams
Tournament Field Rental (Fri/Sat/Sun)	\$120.00 per field, per day
Non-Refundable Tournament Deposit	\$120.00
Damage, Debris, or Dumping	\$50.00 minimum (time, materials, replacement)
Concessions Sponsorship	By Agreement
Field Sponsorship	By Agreement
Camping Fees	
Campsite Fee – Tuxedo Park	\$15.00 per day
Extended Stay	Prior approval required
Damage, Debris, or Dumping	\$50.00 minimum (time, material, replacement)

Police and Code Enforcement

Administrative Services

1 to 5 Copies	\$5.00
6 to 10 Copies	\$10.00
11 to 20 copies	\$15.00
21 plus copies	\$20.00 plus \$0.50 per additional page
Email Accident Reports	\$5.00
CD/DVD	\$5.00
USB Drive	\$5.00
Local Background	\$5.00

Vehicle and Traffic Enforcement

ATV & UTV Registration Fee	\$100.00 per year
Vehicle Impoundment Fee	\$25.00
Impound Storage Fee	\$5.00 per day
Vehicle Hobbyist Permit	\$100.00 per vehicle
Electric Vehicle Parking Fee	\$10.00 per hour after first 4 hours

Animal Regulations

Impoundment Fee – Domestic Animals	\$20.00 for first offense; \$40.00 for subsequent offenses
Impoundment Fee – Livestock	\$75.00 for first offense; \$150.00 for subsequent offenses
Impoundment Fee – Dangerous or Prohibited Animal	\$200.00 for first offense; \$300.00 for subsequent offenses
Boarding and Care of Impounded Animals	Daily boarding rate, as billed
Euthanasia Charge	As billed by veterinarian

Code Enforcement

Seasonal Grass Mowing	
1st Mowing	\$100 per hour
2nd Mowing	\$150 per hour
3rd and Subsequent Mowings	\$200 per hour
Tree and Brush Removal	\$100 per hour
Graffiti Removal	\$100 per hour
Snow Removal	
1st Removal	\$100 per hour
2nd Removal	\$150 per hour
3rd and Subsequent Removal	\$200 per hour
Nuisance Abatement	\$200 per hour plus landfill fees
Nuisance Hearing Application Fee	\$25.00
Vacant Property Registration Fee- Residential	\$250.00
Vacant Property Registration Fee- Commercial	\$1,000.00
Vacant Property 2nd Registration Fee- Residential	\$500.00
Vacant Property 2nd Registration Fee- Commercial	\$2,000.00
Vacant Property 3rd Registration Fee- Residential	\$1,000.00
Vacant Property 3rd Registration Fee- Commercial	\$4,000.00
Vacant Property 4th and Subsequent Registration Fee- Residential	Double the prior vacant property registration fee, not to exceed \$2,500.00
Vacant Property 4th and subsequent Registration Fee- Commercial	Double the prior vacant property registration fee, not to exceed \$10,000.00

PART II: BUILDING AND CONSTRUCTION

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

Commercial Building Permits

Commercial Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$2,000	\$27.00
\$2,001 to \$5,000	\$48.00
\$5,001 to \$100,000	\$48.00 plus \$4.28 per \$1,000 over \$5,000
\$100,000 to \$500,000	\$455 plus \$2.14 per \$1,000 over \$100,000
\$500,000 to \$1,000,000	\$1,311 plus \$1.60 per \$1,000 over \$500,000
\$1,000,000 and over	\$2,113 plus \$1.07 per \$1,000 over \$1,000,000

Commercial Plumbing Permits	
Permit Issuance Fee	\$18.25 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

Commercial Mechanical Permits	
Permit Issuance Fee	\$37.50 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00

\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000
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Residential Building Permits

Residential Construction, Remodel, and Repair	
Total Valuation	Permit Fee
\$1.00 to \$500	\$25.00
\$501 to \$2,000	\$25.00 plus \$3.00 per \$100 over \$500
\$2,001 to \$40,000	\$69.00 plus \$11.00 per \$1,000 over \$2,000
\$40,001 to \$100,000	\$487 plus \$9.00 per \$1,000 over \$40,000
\$100,001 to \$500,000	\$1,027 plus \$7.00 per \$1,000 over \$100,000
\$500,001 to \$1,000,000	\$3,827 plus \$5.00 per \$1,000 over \$500,000
\$1,000,001 and over	\$6,327 plus \$3.00 per \$1,000 over \$1,000,000

Total cost of Labor and Materials. Property Owners providing their own labor should enter actual material cost and multiply by two. The City of Crete may require a copy of an estimate or bill for materials.

Residential Plumbing Permits	
New Construction Package	\$50.00 (includes 1 kitchen, 2 full bath, laundry)
Permit Issuance Fee	\$18.25 plus the individual costs listed below:
Bathtub/Shower	\$8.00
Clothes Washer	\$8.00
Dish Washer	\$8.00
Floor Drain	\$8.00
Garbage Disposal	\$8.00
Hose Bib	\$8.00
Backflow Prevention Device	\$8.00
Lawn Irrigation System	\$16.00
Sewer Service Line	\$18.25
Sink/Lavatory	\$8.00
Sump Pit and/or Ejector	\$8.00
Water Closet	\$8.00
Water Conditioner	\$8.00
Water Heater	\$8.00
Water Service Line	\$18.25
Repair/replace water/sewer piping	\$8.00
Gas Piping	\$8.00
Gas Appliances	\$8.00

Residential Mechanical Permits	
New Construction Package	\$50.00 per dwelling unit
Furnace Replacement	\$25.00
Central Air Replacement	\$25.00

Miscellaneous Fees

Egress Window Permit	\$65.00 per window
Fence Permit	\$25.00
Building Moving Permit	\$75.00
Mobile Home Permit	\$50.00
Demolition Permit	\$25.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00
Residential Re-Roof Permit (Structural see fee schedule)	\$50.00
Patio, Driveway, and Sidewalk Permit	\$50.00

Inspections and Plan Review

Additional Inspection Fee	\$80.00 per inspection
Residential Plan Review Fee	5% of building permit fee (minimum \$25)
Commercial Plan Review Fee	10% of building permit fee (minimum \$25)

Public Property and Right-of-way

Barricade Fee – Type 3	\$15.00 per day
Barricade Fee – Type 2 / 2A	\$5.00 per day
Curb Cut Permit	\$25.00
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00

Signs and Awnings

Sign Permit Fee	\$27.00 or \$1.00 per sq. ft., whichever is greater
Awning Permit Fee	\$40.00 or \$4.00 per sq. ft., whichever is greater

Specialized Trade and Contractor Licensing

License & Registration Fees	
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Master Plumber Contractor	\$75.00
Journeyman Plumber	\$37.50
Plumber's Apprentice	\$25.00
Lawn Irrigation Contractor	\$25.00
Water Conditioning Contractor/Installer	\$75.00

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

Equipment Rental Fees

Electric line trucks	\$78.00 per hour
Skid loader	\$40.00 per hour
Front end loader	\$85.00 per hour
Grader	\$70.00 per hour
Dump Truck - single axle	\$45.00 per hour
Dump truck - double axle	\$55.00 per hour
1/2 Ton Pick-up	\$40.00 per hour
3/4 Ton Pick-up	\$40.00 per hour
1 Ton Pick-up	\$40.00 per hour
Tractor w/ blade or mower	\$40.00 per hour
Street sweeper	\$60.00 per hour
Chipper	\$40.00 per hour
Air compressor	\$35.00 per hour
Gas driven pump	\$10.00 per hour
Pumps	\$10.00 per hour
Barricade with flashers	\$2.50 per barricade per day
Backhoe	\$70.00 per hour
Tar Kettle	\$35.00 per hour
Cones	\$1.00 per cone per day
Concrete Cuts	\$20.00 minimum up to 25 ft.
	\$1.75 per foot after minimum cut
Curb Cuts	\$155.00 minimum
	\$12.00 per foot, whichever is greater
Milling Machine	\$155.00 minimum
*includes skid loader & labor	\$12.00 per foot, whichever is greater
Trencher	\$73.00 per hour
Sewer machine	\$40.00 per hour
Trailer	\$15.00 per hour

Dirt	\$5.00 per yard
5-yard dump truck	\$70.00 delivered (includes truck costs)
10-yard dump truck	\$105.00 delivered (includes truck costs)

PART III: LAND DEVELOPMENT, PLANNING, AND ZONING

Land Use and Zoning Compliance

Floodplain Development Permit	With Building Permit
Comprehensive Plan Amendment	\$200.00
Certificate of Zoning Compliance	\$50.00

Plat Review and Recording

Preliminary Plat	\$200.00 plus City Engineer costs
Final Plat	\$200.00 plus City Engineer costs
Other Plats	\$200.00 plus City Engineer costs
Recording Fee	\$25.00

Special Requests

Special Exception Permit	\$200.00
Zoning Change	\$200.00
Variance Request	\$300.00

Subdivision Development

Application Fee	\$100.00
Subdivision Review & Inspection Fee	\$250.00
Recording Fee	\$25.00

PART IV: PUBLIC WORKS AND UTILITIES

Airport Service

Airplane Wash Bay (self-service)	\$50.00 per airplane
Event rental	\$300/day (plus deposit)
Temporary Aircraft FBO Shop Parking-Single Engine	\$50/day
Temporary Aircraft FBO Shop Parking-Multi-Engine/Helicopter	\$80/day
Temporary Aircraft FBO Shop Parking-Jets	\$120/day

Electric Service

Residential Service Rates

Residential Services, all classifications, per month	
Customer charge	\$19.50
Rate per kWh – Summer	\$0.1087 per kWh
Rate per kWh – Winter	\$0.1087 per kWh for first 650 kWh used; \$0.0887 per kWh over first 650 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service Rates

General Services, all classifications except General Service; Demand, per month	
Customer charge, single phase service	\$33.00
Customer charge, three phase service	\$57.35
Rate per kWh – Summer	\$0.1146 per kWh
Rate per kWh – Winter	\$0.1146 per kWh for first 1,200 kWh used; \$0.0971 per kWh over first 1,200 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service; Demand, per month	
Customer charge	\$85.00
On-peak demand charge – Summer	\$28.80
On-peak demand charge – Winter	\$21.00
Off-peak demand charge – Summer	\$9.80
Off-peak demand charge – Winter	\$21.00
Rate per kWh – All seasons	\$0.0463 per kWh

Electric Vehicle Charging Rate	\$0.135 per kWh
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Large Power Service Rates

Large Power Service; LP1, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$27.25
On-peak demand charge – Winter	\$20.95
Off-peak demand charge – Summer	\$8.50
Off-peak demand charge – Winter	\$20.95
Rate per kWh – All seasons	\$0.0406 per kWh

Large Power Service; LP2, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$26.20
On-peak demand charge – Winter	\$19.85
Off-peak demand charge – Summer	\$8.25
Off-peak demand charge – Winter	\$19.85
Rate per kWh – All seasons	\$0.0395 per kWh

Irrigation Service Rates

Customer charge	\$49.00
On-peak HP charge	\$94.50
Off-peak HP charge	\$32.85
Rate per kWh	\$0.0848 per kWh

The rates above are for the Irrigation Season from June 1 through September 30. During the off-season, the energy charge for all kWh used is based on the General Service G rate. There is a minimum seasonal charge that is the greater of: the HP charge or \$120. The billing HP is the nameplate rating of the motors connected to this service classification.

Lighting Service Rates

City Street Lighting (SL), per month	
Customer charge	\$10.00
Rate per kWh – Summer	\$0.0627 per kWh
Rate per kWh – Winter	\$0.0627 per kWh

Rental Lighting (PL)	
Customer charge	\$10.00
PL1 – 40 watt LED light	\$7.70 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.70 per fixture
PL3 – Greater than 40 watt LED light	\$14.65 per fixture
PL4 – 250 watt sodium vapor light	\$14.65 per fixture

Rental Lighting (ML)	
Customer charge	\$10.00
ML1 – 40 watt LED light	\$4.35 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.35 per fixture
ML3 – Greater than 40 watt LED light	\$5.65 per fixture
ML4 – 250 watt sodium vapor light	\$5.35 per fixture

Cogeneration Rates

Owners of small power and energy production facilities must enter into a small power and cogeneration agreement with the City.

Cogeneration CG1	
Customer charge – 240 volts or less	
Single phase meter	\$13.00 per meter
Three phase meter	\$29.00 per meter
Customer charge – Over 240 volts	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

Cogeneration CG2	
Customer charge – All voltages	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

The rate per kWh for energy purchased by the City will have a fuel and energy adjustment applied to the electric rate classification for retail power and energy sales to the producer, based on the pooled energy adjustment assessed by the City's power supplier.

Avoided Cost Rate for Solar and Wind Cogeneration	
Generator nameplate rating of 25 kW or less	\$0.04070 per kWh
Generator nameplate rating greater than 25 kW	\$0.04209 per kWh

Production Cost Adjustment

The base production cost presently in effect is \$0.07184 per kWh, including purchased power costs and transmission service.

Fees and Charges

Service Deposits	
Residential Services	
R except mobile homes	\$150.00
R mobile homes	\$250.00
General Services	
All general services	80% of the total amount of two months bills, with a minimum of \$50.00
Large Power Services	As set by contract with the City

The service deposits listed above shall apply to all new applications for electric service. The deposits do not apply to existing accounts or transfers of service within the service area of the City unless the customer's rate classification changes.

Any service deposit collected according to this schedule from RH and RHL applicants may be reduced by thirty percent (30%) when a customer has maintained on-time payments for twelve consecutive months.

Connection Charges	
Connections or reconnections made during normal working hours	\$40.00
Connections or reconnections made outside normal working hours at the customer's request	\$75.00
Late Payment Charges	Additional 10%
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Sewer Service

Sewer Service Rates

All Residential Service Classes	
Customer charge	\$29.70
Rate per 1,000 gallons of water consumption	\$2.63
All Commercial Service Classes	
Customer charge	\$32.40
Rate per 1,000 gallons of water consumption	\$2.63
All Industrial Service Classes	
Customer charge	\$3,000.00
Rate per 1,000 gallons of water consumption	\$1.84

- For Residential Service Classes, the variable rate is based on the average monthly water consumption for the months of December, January, and February.
- For Commercial Service Classes, the variable rate may be based on the average monthly water consumption for the months of December, January, and February or on the actual water consumption each month.
- For Industrial Service Classes, the variable rate is based on the actual water consumption each month.

Along with the general service rates listed in the table above, additional surcharge rates will be assessed to any customers who discharge high strength wastewater:

Surcharge Rates

Biochemical Oxygen Demand	\$0.44 per pound of B.O.D.
Total Suspended Solids	\$0.22 per pound of T.S.S.
Total Kjeldahl Nitrogen	\$0.81 per pound of T.K.N.

Fees and Charges

Tap Fees and Charges	
4" Sewer Service	\$2,414.85
Larger than 4" Sewer Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Service Deposits	
Residential Service Classes	\$10.00
Commercial Service Classes	150% of the average monthly charge
Industrial Service Classes	150% of the average monthly charge

Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Slug Treatment

Slug Treatment Fees and Charges	
Service Charge	\$15.00 per visit
Load Charge, whichever is greater:	
Flat rate	\$20.00 per load
Variable rate	\$3.00 per 100 lbs. C.O.D. per load plus \$5.00 per 100 lbs. Dry Solids per load plus \$0.50 per 1,000 gallons of flow per load
Labor Charge	\$20.00 per man-hour
Supplies Charge	\$10.00 per barrel of grit

All slug delivered for treatment is subject to inspection. The City reserves the right to refuse any slug at any time and may require any person delivering slug for treatment to provide test results of the slug composition.

Solid Waste Collection

Residential Rates

Residential Rates, per month	
1 Cart	\$21.17
2 Carts	\$26.21
Yard Waste, optional	\$12.00

Commercial Rates

For the collection of solid waste and recyclable materials placed in approved carts or totes, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Carts/Toters		
Pickup Frequency (per week)	\$/month - 1 Cart/Toter	\$/month - 2 Carts/Toters
1 time	\$21.48	\$34.69
2 times	\$36.00	\$48.58
3 times	\$49.29	\$62.18
4 times	\$64.38	\$76.44
5 times	\$78.36	\$91.26
6 times	\$91.89	\$104.82

For the collection of solid waste and recyclable materials placed in approved dumpsters, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Dumpsters					
Pickup Frequency (per week)	\$/month per Dumpster Size (yards)				
	2 yards	3 yards	4 yards	6 yards	8 yards
1 time	\$60.14	\$78.70	\$105.02	\$157.54	\$210.06
2 times	\$91.23	\$117.40	\$209.87	\$315.09	\$420.12
3 times	\$121.24	\$157.41	\$315.09	\$472.64	\$629.86
4 times	\$170.30	\$197.40	\$420.12	\$630.18	\$840.24
5 times	\$218.04	\$237.39	\$525.16	\$787.73	\$1,050.30
6 times	\$261.58	\$277.40	\$630.18	\$945.29	\$1,260.37

Transfer Station Rates

For the deposit of solid waste and recyclable materials at the Transfer Station, the following rate schedules shall apply:

Transfer Station Rate Schedule – Household Trash	
Amount/Type	Rate
Trash bag (13 gal.)	\$1.00 per bag
Trash can/Toter	\$5.00 per can/toter
Car trunk load	\$11.00 per trunk load
Small Pickup load	\$16.00 per pickup load
Large Pickup load	\$27.00 per pickup load
Trailer load	\$44.00 per trailer load
Miscellaneous large items (<i>i.e.</i> sofas, mattresses, etc.)	\$11.00 per miscellaneous large item
Transfer Station Rate Schedule – Construction Materials (Roofing, Shingles, Plaster, Wood)	
Amount/Type	Rate
Trash can/Toter	\$11.00 per can/toter
Small Pickup load	\$44.00 per pickup load
Large Pickup load	\$60.00 per pickup load
Trailer load	\$88.00 per trailer load
Transfer Station Rate Schedule- Trees in Landfill/Burn Pit	
Side Dump Trailer	\$70.00
Dump Truck	\$50.00
Out of Hours Key Access	\$500 Annual Fee (renews January 1)
Unreturned Key Fine	\$50
Improper Material Disposal Fine	\$300

Transfer Station Rate Schedule – Recycling Materials	
Amount/Type	Rate
Recyclable Materials*	\$0.20 per pound (minimum of \$1.00)

*Recyclable materials includes: cardboard, aluminum, tin, mixed paper, empty aerosol cans, and plastics numbered 1-7.

Water Service

Service Charge

The monthly service charge for all customer classifications except cash water sales is determined by the size of the meter through which the customer receives service:

Meter Size	Meter Equivalent	Monthly Service Charge
3/4"	1.67	\$22.57
1"	2.67	\$36.89
1 1/2"	3.33	\$74.73
2"	5.33	\$119.44
3"	10.00	\$222.96
4"	16.66	\$372.38

Water Service Rates

The following monthly water service rates are determined by the amount of water passing through the meter:

General Service Rate, per month	
First 50,000 gallons used	\$1.00 per 1,000 gallons
Over the first 50,000 gallons used	\$0.83 per 1,000 gallons
Over the first 100,000 gallons used	\$0.83 per 1,000 gallons
Off-peak Service Rate, per month	
	\$0.60 per 1,000 gallons
Cash Water Sales	
Service charge	\$3.00
Rate per 1,000 gallons	\$4.00

Fees and Charges

Service Deposits	
Permanent meters	\$10.00
Mobile service meters	\$100.00
Tap Fees and Charges	
3/4" water service	\$2,775.00 plus \$9.50 per foot over 60 feet
1" water service	\$2,906.98 plus \$11.00 per foot over 60 feet

1 1/2" water service	\$3,737.37 plus \$15.00 per foot over 60 feet
2" water service	\$4,632.71 plus \$21.50 per foot over 60 feet
Larger than 2" Water Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Connection Charges	
Lots up to 44' of frontage	\$308.00
Lots over 44' of frontage	\$7.00 per foot of frontage
Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00

Maintenance Service Charge	\$10.00 per month
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Customers will not be charged for service calls unless the service issues are due to the customer's actions or facilities or caused by freezing or mechanical damage. In such events, there will be a \$40.00 service call charge plus labor and materials.

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF CRETE, NEBRASKA**

October 1st, 2025

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF CRETE, NEBRASKA**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of October 1st, 2025, by and between **Waste Connections of Nebraska, Inc.** (the “Contractor”), and **the City of Crete, Nebraska** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (as defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Contractor and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Items – Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight including, but not limited to, White Goods, chairs, couches, and other similar household items.

Business Day – Any day that is not a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

Construction and Demolition Waste – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

Container – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any material which contains, or which Contractor reasonably believes contains, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

Holidays – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill – the landfill owned and operated by G & P Development, Inc. that is located approximately one and one-half (1.5) miles south of Milford, Nebraska, or any other facility or area of land lawfully receiving Municipal Solid Waste for disposal.

Municipal Facilities – Only those specific municipal locations as set forth in this Agreement.

Multi-Family Residential Unit – Any residential dwelling that is designed for, and inhabited by, three (3) or more family units and that generates and accumulates Municipal Solid Waste and has one billing account for all Services provided to such unit.

Municipal Solid Waste – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

Overages – any Solid Waste that does not fit within the Container(s) provided by Contractor. “Overages” does not include Bulky Items nor any items larger than three (3) cubic yards or heavier than thirty-five (35) pounds.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics numbered 1 through 7, tin, and any other materials that may be added by mutual agreement of the parties from time to time. Recyclable Materials does not include Glass, Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

Residential Unit – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A metal receptable with at least thirty (20) cubic yards of capacity.

Roll-Out – A plastic receptable with a tight-fitting lid, wheels, and a handle with sixty-five (65), or ninety-five (96) gallons of capacity.

Single-Family Residential – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials, and Yard Waste.

Transfer Station – the facility owned by the City located at 478 County Road 2300 (1/2 Mile North of Highway 33 on Boswell Ave).

White Goods – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Contractor, in accordance with the City’s ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste (which includes Recyclable Materials) the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along, and across the City’s present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Contractor contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Contractor. In addition (and regardless of the City’s actions), the Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Contractor. This Agreement shall not be construed to prevent any person, firm, or corporation from self-hauling accumulation of Construction and Demolition Waste if the creation thereof resulted from such person’s, firm’s, or corporation's regular business activities. Each Industrial Unit shall have the limited right to self-haul its own Municipal Solid Waste, Recyclable Materials, but shall not have the right to hire a third-party refuse hauler other than Contractor.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** The Contractor will collect, haul, and dispose of all Municipal Solid Waste and Recyclable Materials, (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Commercial, Industrial, and Residential Units receiving the services of the Contractor (or otherwise generated and accumulated by those Commercial, Industrial, and Residential Units), all within the City’s corporate limits, including any territories annexed by the City during the term of this Agreement (the “Services”).

B. **Nature of Operations.** The City hereby grants to the Contractor, in accordance with the City’s ordinances and regulations governing the collection, hauling and disposal of Municipal

Solid Waste (which includes Recyclable Materials) the title to all Municipal Solid Waste collected, hauled, and disposed of by the Contractor over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste (which includes Recyclable Materials) shall pass to the Contractor upon loading of such materials into the Contractor's trucks. The City and all Customers shall not deposit in the Contractor's equipment or place for collection by the Contractor any Excluded Waste. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any material which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the City or the Customer, as applicable, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Contractor. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Contractor may decline to collect such materials without being in breach of this Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

E. Collection Schedule. Contractor shall establish a regular collection schedule for the Services provided hereunder. Except for Holidays, extreme weather, and Force Majeure events, Contractor shall submit to the City any proposed changes in the collection schedule for review. Upon the City's agreement to the schedule change, Contractor shall publish such schedule change in written media reasonably likely to inform all Customers of the schedule change. Contractor shall so publish the schedule change at least thirty (30) days prior to the effective date of the change.

F. Transfer Station Operation. Throughout the term of this Agreement, Contractor shall provide all of the equipment and personnel necessary to operate the Transfer Station on Tuesdays and Saturdays. The Transfer Station shall be open to the public at times as agreed upon in writing by the parties. Contractor shall operate a compactor truck or provide Roll-Off Container(s) at the Transfer Station and shall accept at a fee agreed upon by the City and Contractor. Contractor shall

accept Municipal Solid Waste, Bulky Items, and Recyclable Materials from any Customer who has a residence or place of business within the corporate limits of the City. Contractor shall follow all applicable federal, state, and local laws or regulations concerning the operation of the Transfer Station. The City shall be responsible for securing and maintaining all required permits and licenses for the Transfer Station's operations.

G. Required Landfill and Recycling Center. The City is part of the Saline County Solid Waste Management Agency ("Agency") and is a party to the Solid Waste Disposal Agreement, which is incorporated herein by reference. Contractor shall be the City's designated "hauler" under the Solid Waste Disposal Agreement and, as a result, Contractor is required to use the G & P Landfill.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.

A. Single-Family Residential Units. The Contractor will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week, and Recyclable Materials every other week; provided, that (i) such Municipal Solid Waste, and Recyclable Materials are placed in Containers provided by Contractor; and (ii) such Containers and Overages are placed at the curb or alleyway, away from all vehicles, light poles, and mailboxes no later than 6:00 a.m. on the scheduled collection day. Contractor will collect acceptable Overages the week of Christmas and again the week of New Year's Day. Contractor shall not be required to collect any Containers or Overages located near cars, mailboxes, or other obstructions that create unsafe operating conditions for Contractor.

C. Bulky Items. Each Residential Unit Customer shall receive Bulk Item collection Services. Each Residential Unit shall receive two (2) free Bulk Item pick-ups, which include White Goods, each year.

SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Standard Services. The Contractor will collect Municipal Solid Waste Commercial, Industrial, and Multi-Family Residential Units at least once per week, and Recyclable Materials every week, as provided for in this Agreement and for the compensation set forth in Exhibit A attached hereto and incorporated by reference. The Contractor shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste, and Recyclable Materials, placed inside the Containers provided by the Contractor. However, the Contractor shall offer

Commercial, Industrial, and Multi-Family Residential Units to increase or decrease, as necessary, the frequency of collections and the sizes or numbers of Containers so that Municipal Solid Waste, and Recyclable Materials, at Commercial, Industrial, and Multi-Family Residential Units will be properly managed. The Contractor shall be compensated for these additional Services as provided for in Exhibit A attached hereto and incorporated by reference.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

A. Municipal Facilities. At no cost to the City, the Contractor will provide Services to the City's municipal buildings for the collection of Municipal Solid Waste and Recyclable Materials at least once per week.

SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Contractor in connection with the Services, shall at all times remain the property of the Contractor. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Contractor in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Contractor upon demand.

SECTION 8. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Contractor are set forth on Exhibit A attached hereto and incorporated by reference.

SECTION 9. RATE ADJUSTMENTS.

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The "Prior Rolling Twelve Month Period"

shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term “CPI-U” shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Contractor may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Contractor’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Contractor’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Contractor (other than income or real property taxes).

C Operating Cost Adjustments. At any time during the term of this Agreement, the Contractor may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Contractor shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Contractor may, in its sole discretion, terminate this Agreement upon ninety (90) days’ written notice to the City.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of (4) years, commencing on October 1st, 2025 and concluding on September 30th, 2029 (the “Initial Term”). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of (4) years (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

SECTION 12. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Contractor the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. PROCESSING, BILLING AND FEES.

A. Monthly Statements. The Contractor will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Contractor within 30 days of each invoice date. The City may retain a Franchise Fee from the monthly invoiced amounts owed to Contractor in an amount equal to \$2.00 for each Customer serviced by Contractor in the immediately preceding month. The City is solely responsible for invoicing and collecting payments from all Residential Units. The Contractor is solely responsible for invoicing and collection payments from all Commercial businesses.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Contractor are not dependent or contingent upon the City collecting any amounts from Customers. The Contractor shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Contractor be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit. Contractor may suspend service to any Customers whose accounts are more than sixty (60) days delinquent.

D. Billing for Roll-Off Services. Notwithstanding the above, the Contractor will bill and collect all Commercial, Industrial, and Residential Units for Services performed with respect to Roll-Off Containers.

SECTION 14. SPILLAGE.

It is understood and agreed that the Contractor shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials not caused by the Contractor's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, or Recyclable Materials placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Contractor may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, or Recyclable Materials. Should such excess Municipal Solid Waste, Recyclable Materials or Yard Waste continue to be placed outside of the Containers, the City shall require such Commercial, Industrial, or Residential Units to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials or Yard Waste, or require the Commercial, Industrial, or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste, Recyclable Materials or Yard Waste will be regularly contained. The Contractor shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Contractor. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials or Yard Waste to be removed, the Contractor may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials or Yard Waste.

B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Contractor fails to collect Municipal Solid Waste, Recyclable Materials or Yard Waste from a Commercial, Industrial, or Residential Unit without cause, then the Contractor will use all reasonable efforts to collect such Municipal Solid Waste, Recyclable Materials, or Yard Waste as follows: If a missed collection is complained of before 1:00 p.m. on an operating day, the missed collection shall be resolved within three (3) hours of Contractor's receipt of such complaint. If a missed collection is complained of after 1:00 p.m. on an operating day, or on a non-operating day, the missed collection shall be resolved by 10:00 a.m. on the next operating day.

SECTION 16. HOURS OF SERVICE.

For all the Services provided hereunder, the Contractor’s hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Saturday. The Contractor will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Contractor shall provide such Services on the Business Day immediately following the Holiday.

SECTION 17. CUSTOMER SERVICE.

Contractor shall keep and maintain throughout the term of the Contract a local telephone number or toll-free number to receive questions or complaints from Customers and to handle any other business related to its Services. Contractor shall respond to all complaints concerning Services within one (1) business day of receipt of such complaint.

SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling, and disposal of Municipal Solid Waste, Recyclable Materials, and Yard Waste.

SECTION 19. PAVEMENT.

The City warrants that the City’s pavement, curbing or other driving surface or any right of way reasonably necessary for the Contractor to provide the Services described herein are sufficient to bear the weight of all of the Contractor’s equipment and vehicles reasonably required to perform such Services. The Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Contractor’s negligence or willful misconduct.

SECTION 20. INSURANCE COVERAGES AND PERFORMANCE BOND.

Pursuant to this Agreement, the Contractor shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate

(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City's request, the Contractor shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

Further, Contractor shall provide a performance bond in the amount of five thousand dollars (\$5,000.00). The bond shall be filed with the City Clerk and be recoverable by the City in accordance with Contractor's indemnification responsibilities hereunder. The bond shall be issued on annually renewable terms and contain a clause requiring a thirty (30) day notice to the City before the bond is cancelled.

SECTION 21. INDEMNITY.

Each party shall protect, indemnify, and hold harmless the other party and their officers, employees, and agents from any and all liabilities, claims, or demands made by any third party for property damage, injury to or death of persons, or violation of federal or state regulations or regulatory agency requirements to the extent arising from the negligent or willful acts or omissions of the indemnifying party or its officers, employees, agents, or subcontractors. Neither party shall have the right to indemnification or contribution from the other party for any other judgments rendered against it unless required by law.

SECTION 22. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 23. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within sixty (60) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 24. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 25. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

SECTION 26. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 27. ATTORNEYS' FEES. In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount

of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 28. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Crete
243 East 13th Street
Crete, NE 68333
Attn: City Manager

If to the Contractor:

Waste Connections of Nebraska, Inc.
2101 Judson Street
Lincoln, NE 68521
Attn: District Manager

With a Copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 29. CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT/ NONDISCRIMINATION LAWS.

Contractor shall comply with all applicable federal, state, and local laws and regulations regarding civil rights and equal opportunity employment. Contractor recognizes it is bound by, and covenants it will comply with, the provisions of the Nebraska Fair Employment Practices Act, which mandates that employers shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, or national origin.

SECTION 30. DEBARMENT, SUSPENSION, OR INELIGIBILITY.

Contractor hereby represents and warrants that neither it nor any of its personnel providing Services hereunder have been debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from participating in a state procurement program within the last five (5) years. Contractor agrees to promptly notify the City in writing of any actual debarment or ineligibility.

SECTION 31. REPORTS; RECORDKEEPING; ACCESS TO RECORDS AND AUDIT.

Contractor shall provide all reports reasonably requested by the City, which may include, but are not limited to, reports on the number of Residential, Commercial, and Industrial Unit Customers collected each month; reports on the tonnage of Municipal Solid Waste and Recyclable Materials collected each month; and reports on Customer complaints. Contractor shall maintain all records strictly related to the Services under this Agreement for at least five (5) years following the termination or expiration of this Agreement. Contractor shall grant reasonable access to such records to the City, its agents, and any authorized official of the State of Nebraska for purposes of examining or auditing the records.

SECTION 32. CONFIDENTIAL INFORMATION.

Each party will not, without the prior written consent of the other, either (a) knowingly disclose to any third party the other's proprietary or commercially sensitive information that is received in relation to this Agreement ("Confidential Information"), or (b) use the other's Confidential Information for any purpose other than performance of this Agreement. For purposes of this Agreement, all data, reports, specifications, records, pricing, Customer service levels, employee data, personnel policies and procedures, and safety and accident records and prevention programs that are received in relation to this Agreement shall be deemed Confidential Information.

Nothing in this Agreement shall prevent either party from disclosing to others or using in any manner Confidential Information which the receiving party can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of the receiving party or their agents and employees;
- (b) Has been furnished or made known to the receiving party by third parties (other than those acting directly for or on behalf of the receiving party) as a matter of legal right without restrictions on its disclosure;

- (c) Was in the receiving party's possession prior to the disclosure thereof by the other party;
- (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations; or
- (e) Was independently developed by employees or agents of the receiving party who did not access the Confidential Information disclosed by the disclosing party.

If permitted by law, a party shall give immediate written notice to the other party if such party is required by subpoena, court or administrative order (an "Order") to disclose any of the other party's Confidential Information. Upon receipt of same, the party whose Confidential Information may be the subject of the Order expressly reserves the right to interpose all objections it may have to the disclosure of its Confidential Information. The foregoing obligation shall survive the termination or expiration of this Agreement and shall for two (2) years.

(Remainder of page intentionally left blank.)

PASSED AND APPROVED BY THE CITY OF CRETE COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS ___ DAY OF _____, 2025.

CONTRACTOR:
WASTE CONNECTIONS OF NEBRASKA, INC.

CITY:
CRETE, NEBRASKA

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit A

Rates and Service Levels

Residential Pricing with Every Other Week Recycling

Residential Rate Schedule 2025-2029

Pickup Frequency (Per Week)	1 Cart/Toter	2 Carts/Toters
Year 1	\$20.00	\$26.00
Year 2	No Increase	No Increase
Year 3	CPI Increase	CPI Increase
Year 4	No Increase	No Increase

Bulk Pick up Services

This option would be available for every resident at \$0.50 per home per month

Commercial Pricing for Solid Waste and Recycling Services

Crete Commercial 2025-2029 Rate Schedule- Dumpsters

Pickup Frequency (Per Week)	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards
1 Time	\$63.15	\$82.56	\$110.27	\$165.27	\$220.56
2 Times	\$95.79	\$123.27	\$220.34	\$330.84	\$441.13
3 Times	\$127.29	\$165.29	\$330.84	\$496.26	\$661.35
4 Times	\$178.82	\$207.27	\$441.19	\$661.68	\$882.22
5 Times	\$228.89	\$249.26	\$551.41	\$827.11	\$1,102.82
6 Times	\$274.68	\$247.56	\$661.69	\$992.54	\$1,323.39

Commercial 2025-2029 Rate Schedule Carts/Toters

Pickup Frequency (Per Week)	1 Cart/Toter	2 Carts/Toters
1 Time	\$22.56	\$36.42
2 Times	\$37.78	\$51.01
3 Times	\$51.75	\$65.28
4 Times	\$67.60	\$80.26
5 Times	\$82.29	\$95.82
6 Times	\$96.48	\$110.04

Price Increases will be CPI Based on the same schedule as the Residential Services







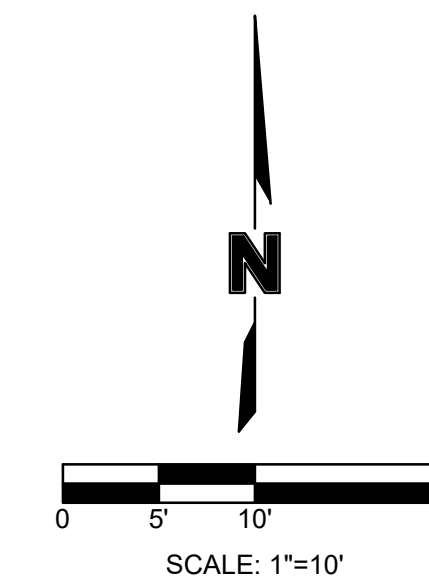
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LOTS 13-16 Block 108 CITY OF CRETE

SHEET INDEX	
SHEET NO.	SHEET TITLE
C1.1	SITE PLAN
D1.1	DEMOLITION PLAN
C2.1	GRADING AND CUT/FILL PLAN
C3.1	UTILITY PLAN
C4.1	PAVING GEOMETRICS PLAN
C4.2	PAVING SPOT ELEVATION PLAN & SPOT ELEVATION TABLES
C4.3	PAVING DETAILS

GENERAL NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCING CONSTRUCTION.
3. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
4. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MEET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE ENGINEER ANY DISCREPANCIES BETWEEN THEIR MEASUREMENTS AND THESE PLANS.
5. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
6. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND MEASUREMENTS TAKEN IN THE FIELD WHERE POSSIBLE. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONTACT DIGGERS OUTLINE OF NEBRASKA AT (800) 331-5666 A MINIMUM OF 72 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
7. WHEN WORKING IN PUBLIC R.O.W. OR PUBLIC ACCESS AND UTILITY EASEMENTS, CONTRACTOR SHALL RESTORE DISTURBED AREAS TO EXISTING GRADE FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY. ALL SPOIL MATERIAL FROM CONSTRUCTION SHALL BE REMOVED FROM THE STREET ROW OR UTILITY EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED BY ENGINEER.
8. CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING IN ACCORDANCE WITH THE CITY OF LINCOLN STANDARD SPECIFICATIONS WHEN CONSTRUCTION ACTIVITY HAS BEEN HALTED OR IS PLANNED TO BE HALTED FOR MORE THAN 14 DAYS.
9. CONTRACTOR SHALL REPAIR OR REPLACE EXISTING EROSION AND SEDIMENT CONTROL STRUCTURES IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION ACTIVITY IN THE AREA. PAYMENT SHALL BE MADE ON A LUMP SUM BASIS TO REMOVE AND REPLACE EROSION CONTROL STRUCTURES.
10. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND REQUEST A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
11. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS TO BE USED FOR BUILDING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IF ARCHITECTURAL BUILDING DIMENSIONS VARY FROM THE COORDINATES AND DIMENSIONS SHOWN.



DEVELOPER/OWNER

NERUD CONSTRUCTION, LLC
934 COUNTY RD 2400
CRETE, NE 68333
402-826-9196

UTILITY CONTACTS

CITY OF CRETE
(402)826-4312

BLACK HILLS CORPORATION
(402)437-1715

WINDSTREAM
(402)228-7566

CHARTER COMMUNICATIONS
- SPECTRUM
(402)421-0330

LEGEND

PROPERTY LINE	FIRE HYDRANT	SANITARY SEWER SERVICE DOUBLE CLEANOUT
PROP. SANITARY SEWER SERVICE	POST INDICATOR VALVE W/ TAMPER SWITCH	CONTROL POINTS
PROP. SANITARY SEWER	BUILDING CORNERS	PAVING SPOT
EXIST. SANITARY SEWER	PAVING SPOT	TOP OF CURB ELEVATION (TS + 0.5)
PROP. DOMESTIC WATER SERVICE	BUILDING CORNERS	TOP OF SLAB ELEVATION
PROP. FIRE SERVICE	PAVING SPOT	EXISTING TOP OF CURB ELEVATION
PROP. WATER MAIN	BUILDING CORNERS	EXISTING TOP OF SLAB ELEVATION
EXIST. WATER MAIN	PAVING SPOT	FINISHED GROUND ELEVATION
PROP. STORM SEWER	TOP OF CURB ELEVATION (TS + 0.5)	SIDEWALK ELEVATION
EXIST. STORM SEWER	TOP OF SLAB ELEVATION	POINT OF INFLECTION (HORIZONTAL DEFLECTION)
UNDERGROUND GAS	EXISTING TOP OF CURB ELEVATION	POINT OF CURVATURE (START OF CURVE)
UNDERGROUND CABLE	EXISTING TOP OF SLAB ELEVATION	POINT OF TANGENCY (END OF CURVE)
UNDERGROUND ELECTRIC	FINISHED GROUND ELEVATION	POINT OF REVERSE CURVE
UNDERGROUND TELEPHONE	SIDEWALK ELEVATION	POINT OF COMPOUND CURVATURE
STANDARD DUTY PAVEMENT, 7" P.C.C.	POINT OF INFLECTION (HORIZONTAL DEFLECTION)	ELEVATION POINT
HEAVY DUTY DUMPSTER PAD, 8" P.C.C.	POINT OF CURVATURE (START OF CURVE)	ADA RAMP
SIDEWALK, 4" P.C.C.	POINT OF TANGENCY (END OF CURVE)	
PAVEMENT AND SIDEWALK REMOVAL	POINT OF REVERSE CURVE	
GRAVEL SURFACING REMOVAL	POINT OF COMPOUND CURVATURE	
CONCRETE SAWCUT	ELEVATION POINT	

SITE INFORMATION

LOTS 13-16 Block 108 City of Crete	
ZONING DISTRICT: R-3 - MULTI-FAMILY RESIDENTIAL DISTRICT	
STALLS PROVIDED	SURFACE STALLS: 16 (1 HC)
STALLS REQUIRED	TOTAL STALLS REQUIRED: 16 (1 HC)
BUILDING	COVERAGE: 38%
IMPERVIOUS AREA	COVERAGE: 52%

NOTE: ALL DIMENSIONS ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE STATED.

NOTE: ALL DIMENSIONS TO THE BUILDING STRUCTURES ARE TO OUTSIDE FACE OF BRICK. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS.



CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.

REVISIONS

NO.	DATE	DESCRIPTION

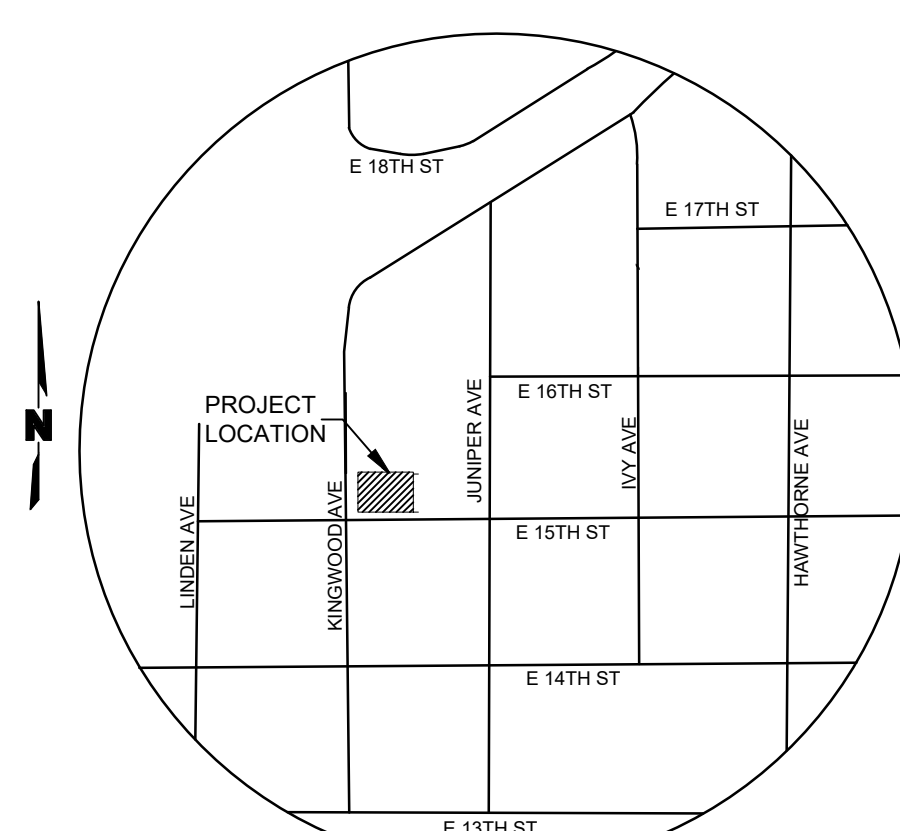
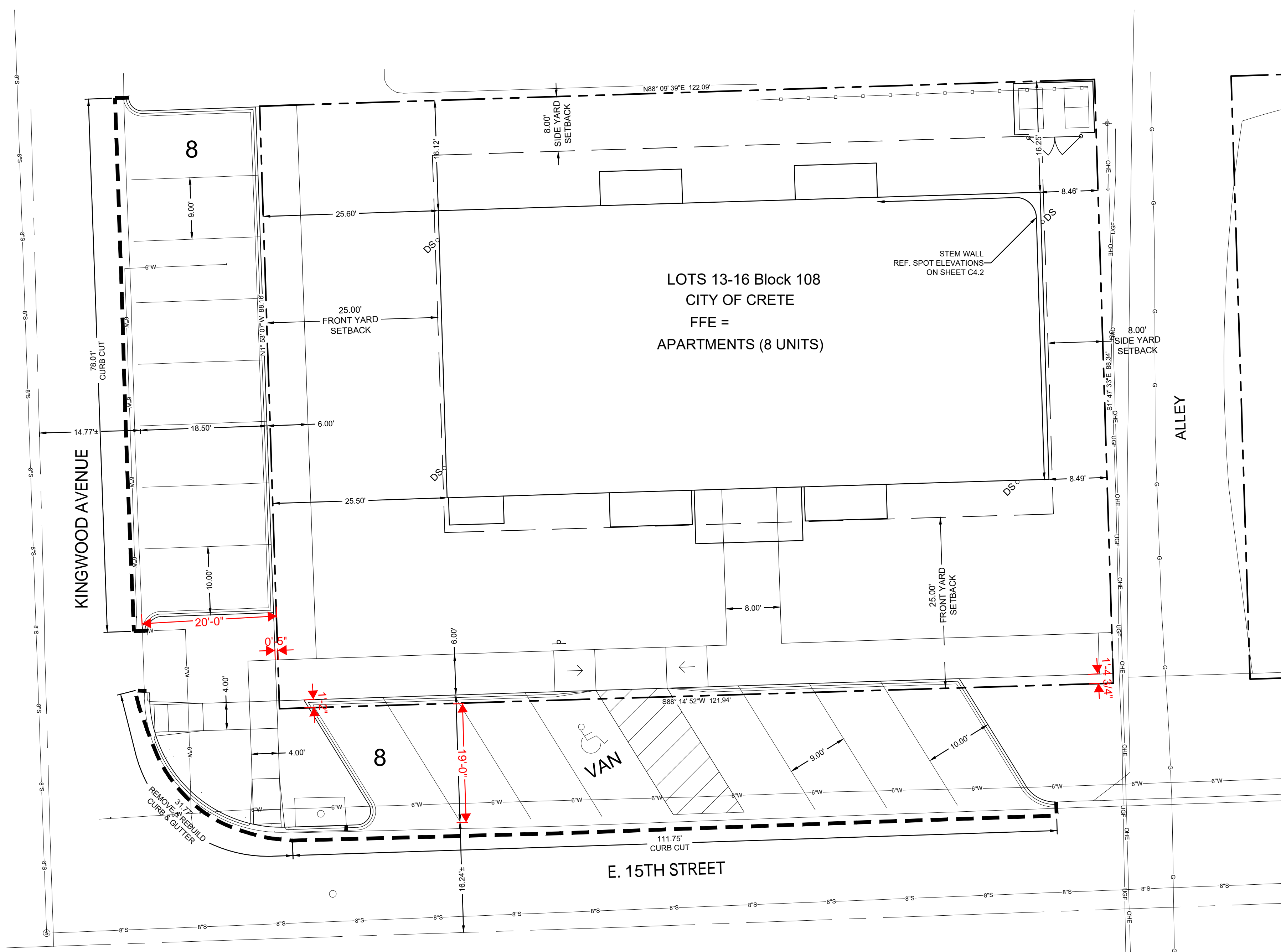
SITE PLAN

LOTS 13-16 Block 108 City of Crete

CRETE, NEBRASKA

2024

SHEET C1.1

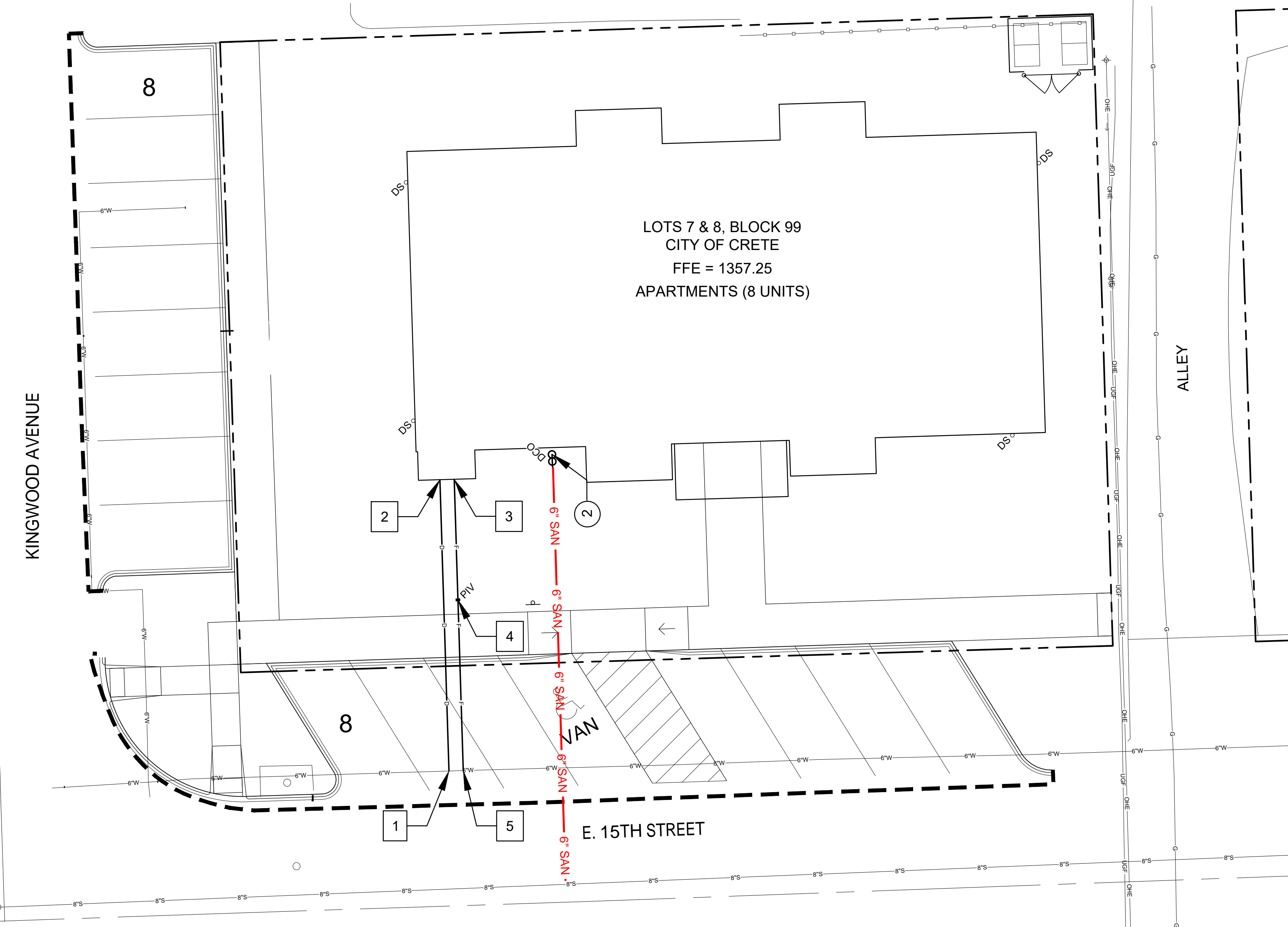
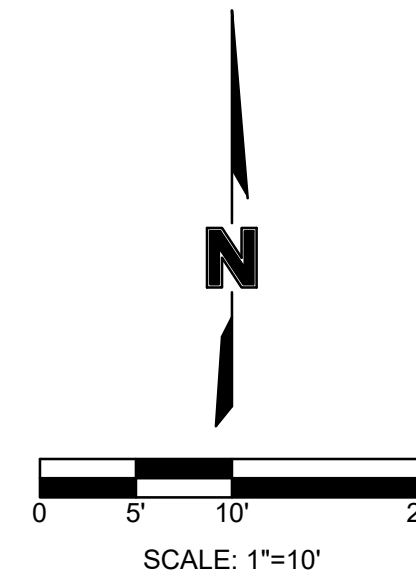


VICINITY MAP
NO SCALE

BENCHMARKS _____

CONTROL POINTS _____

USER: zwarner
 DATE: Jun 03, 2024 3:02pm
 FILE: F:\Projects\2024\20240031_LandPlanning\Design\240031_Site Plan.dwg
 XREFS: 240031_Base



GENERAL NOTES

- CONTRACTOR SHALL REFERENCE SHEET C1.1 FOR GENERAL NOTES.

SANITARY SEWER GENERAL NOTES:

- SANITARY SEWERS SHALL BE SEPARATED BY AT LEAST 10 FT (3.04 m) HORIZONTALLY FROM ANY EXISTING OR PROPOSED PARALLEL WATER MAINS, MEASURED EDGE TO EDGE.
- AT ALL WATER MAIN CROSSINGS, SANITARY SEWERS SHALL BE LAID AT SUCH AN ELEVATION THAT THE TOP OF THE SANITARY SEWER PIPE IS AT LEAST 18 IN (457 mm) BELOW THE BOTTOM OF THE WATER MAIN.
- 6" SANITARY SEWER SERVICE PIPE SHALL BE SCHEDULE 40 PVC.
- BEDDING MATERIAL SHALL MEET MANUFACTURE'S RECOMMENDATIONS FOR PVC PIPE.

WATER MAIN GENERAL NOTES:

- PRIOR TO FINAL ACCEPTANCE ALL WATER MAIN PIPE SHALL BE PRESSURE TESTED BY THE CONTRACTOR IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.
- PRIOR TO FINAL ACCEPTANCE ALL WATER MAIN PIPE SHALL BE DISINFECTED BY THE CONTRACTOR IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.
- ALL DUCTILE IRON FITTINGS AND DUCTILE IRON PIPE SHALL BE WRAPPED WITH POLYWRAP. POLYWRAP SHALL BE LINEAR LOW DENSITY POLYETHYLENE FILM MANUFACTURED OF VIRGIN POLYETHYLENE MATERIAL. MINIMUM THICKNESS SHALL BE 8 MIL. POLYWRAP SHALL BE IN ACCORDANCE WITH DRAFT OF AWWA C105 REVISION, DOUBLE WRAPPED (2 LAYERS) AND TAPED.
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5' OF BURY ON ALL WATER MAINS MEASURED FROM THE TOP OF PIPE.
- WATER SERVICE LINES LESS THAN 4" DIA. SHALL BE COPPER, TYPE 'K' OR DUCTILE IRON, CLASS 52.
- WATER MAIN LINES LARGER THAN OR EQUAL TO 4" DIA. SHALL BE PVC, AWWA C-900 OR DUCTILE IRON, CLASS 52.
- BEDDING MATERIAL SHALL MEET MANUFACTURE'S RECOMMENDATIONS FOR PIPE MATERIAL USED ON PROJECT.

*CITY OF CRETE SHALL BE CONTACTED BEFORE AND DURING ANY WORK CONNECTING TO EXISTING UTILITIES.

UTILITY CONTACTS

- CITY OF CRETE
(402)826-4312
- BLACK HILLS CORPORATION
(402)437-1715
- WINDSTREAM
(402)228-7566
- CHARTER COMMUNICATIONS
- SPECTRUM
(402)421-0330

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION

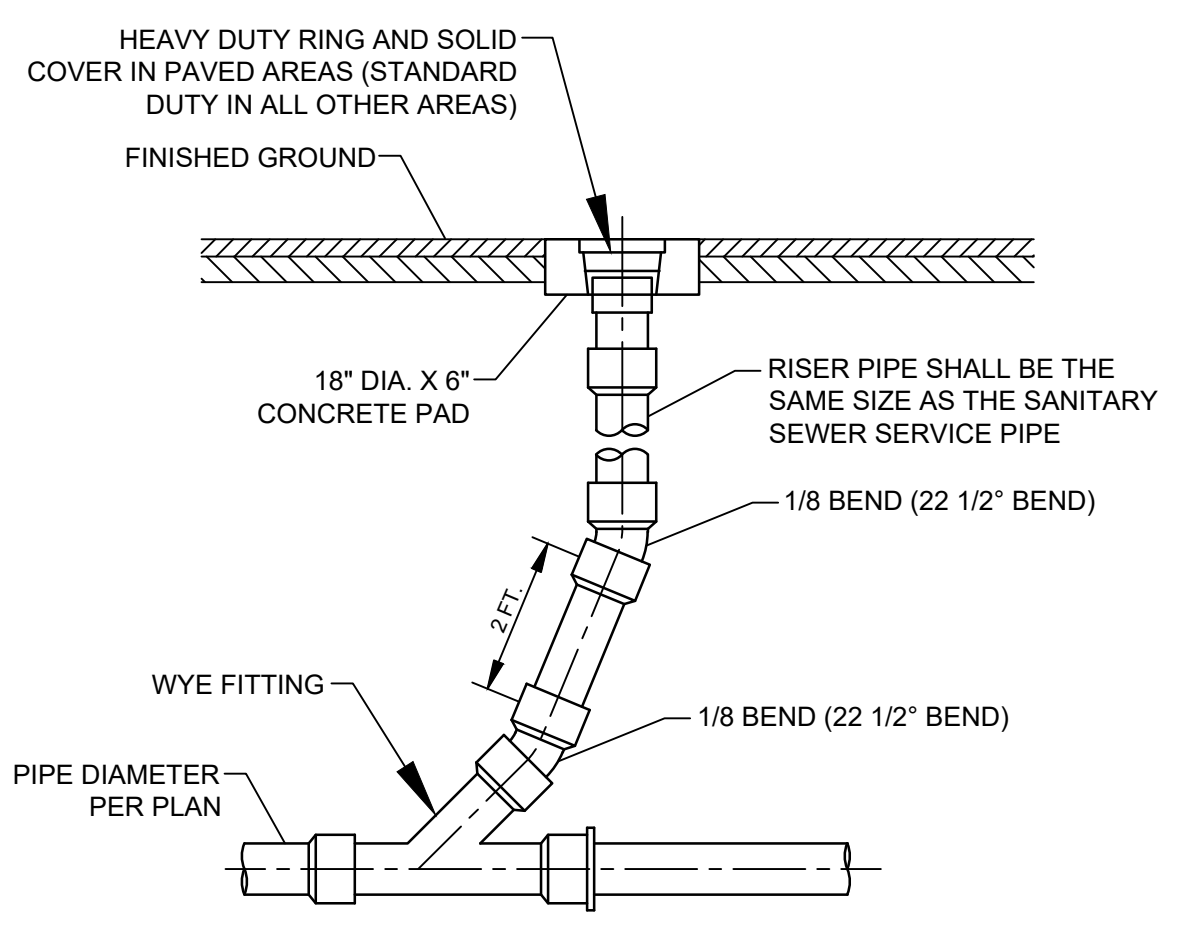
UTILITY PLAN

LOTS 13-16 Block 108 City of Crete

CRETE, NEBRASKA

2024

SHEET C3.1



SANITARY SEWER CLEANOUT ASSEMBLY DETAIL
NOT TO SCALE

SANITARY SEWER NOTES

- N:304405.8437, E:2484807.2631
INSTALL 6" X 6" SEWER SADDLE
FL(6")=1346.35±, FL(6")=1347.35±
(CONTRACTOR TO VERIFY)
- N:304407.8714, E:2484865.5130
INSTALL 6" TWO-WAY CLEANOUT
(CONNECTION TO BUILDING)
FFE =1357.25, FL(6"SERV)=1352.75

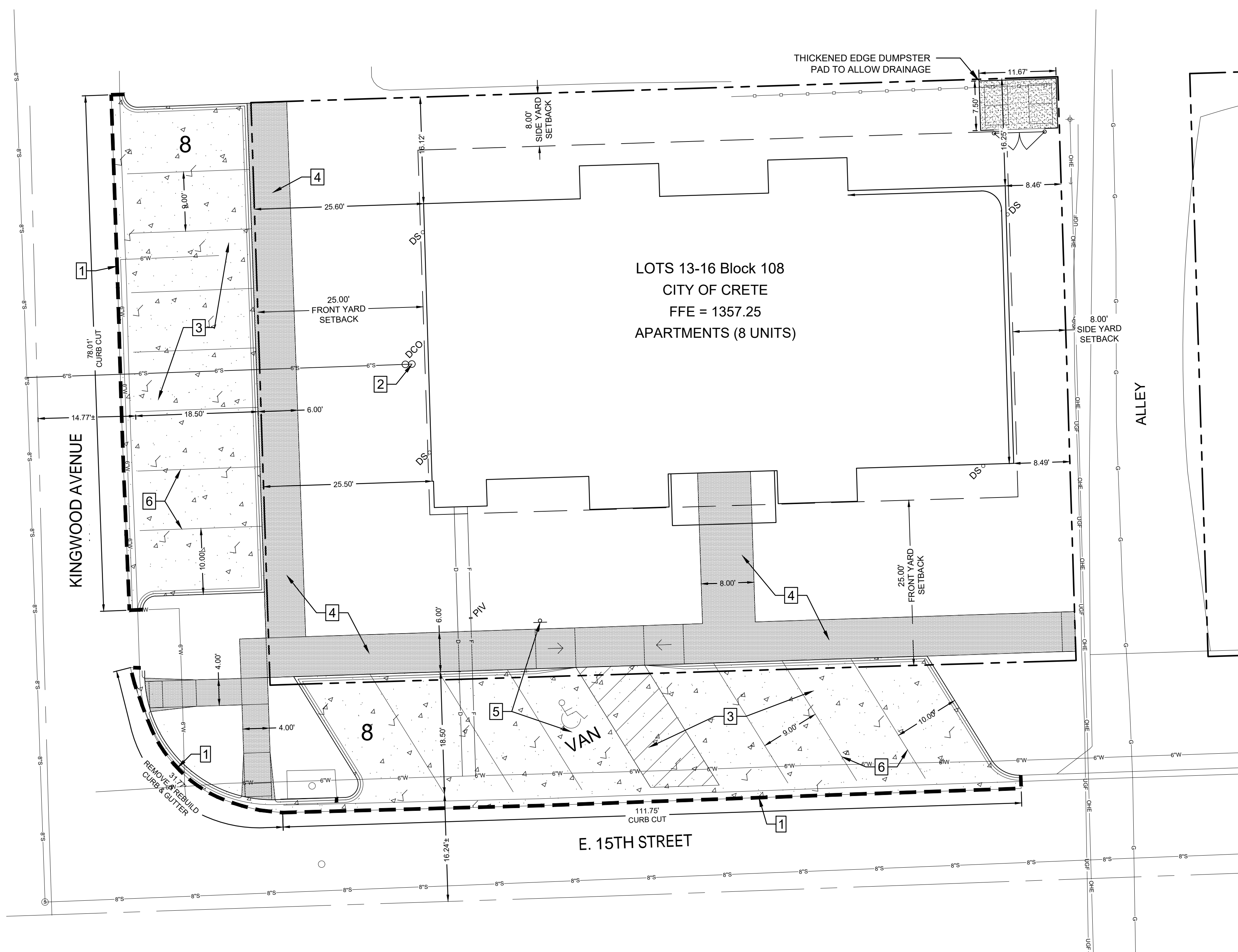
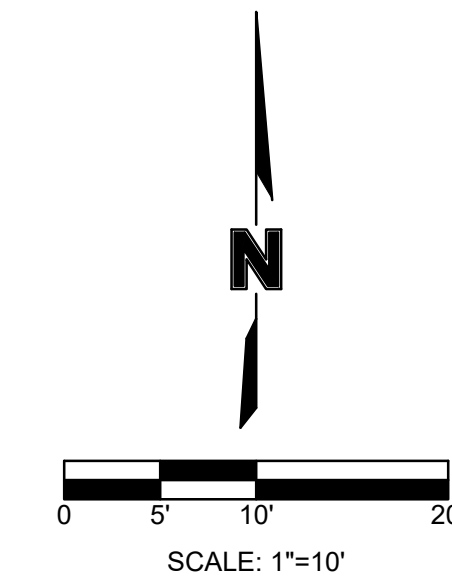
WATER MAIN NOTES

- DOMESTIC SERVICE
N:304345.5477, E:2484873.1530
INSTALL 6" X 4" TAPPING SLEEVE & VALVE, M.J.
INSTALL 4" X 2" REDUCER, M.J.
MIN 5 FOOT BURY TO TOP OF PIPE
(CONTRACTOR TO VERIFY)
- DOMESTIC SERVICE
N:304386.2622, E:2484871.8823
CONNECT TO BUILDING
INSTALL 2" TEMPORARY PLUG, M.J.
(CONNECTION TO BE MADE BY OTHERS)
FL(2")=1352.25
- FIRE SERVICE
N:304386.3217, E:2484873.8815
CONNECT TO BUILDING
INSTALL 2" TEMPORARY PLUG, M.J.
(CONNECTION TO BE MADE BY OTHERS)
FL(2")=1352.25
- FIRE SERVICE
N:304369.4721, E:2484874.4073
INSTALL 2" PIV
MIN 5 FOOT BURY TO TOP OF PIPE
- FIRE SERVICE
N:304345.6072, E:2484875.1521
INSTALL 6" X 4" TAPPING SLEEVE & VALVE, M.J.
4" X 2" REDUCER, M.J.
MIN 5 FOOT BURY TO TOP OF PIPE
(CONTRACTOR TO VERIFY)



CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.

BWC: F:\Projects\2024\20240031_LandPlanning_Design\240031_URB_Plan.dwg USER: zwormer
 DATE: Jun 03, 2024 2:44pm XREFS: 240031_Base



LOTS 13-16 Block 108
CITY OF CRETE
FFE = 1357.25
APARTMENTS (8 UNITS)

PAVING GENERAL NOTES

1. CONCRETE PAVEMENT CONSTRUCTION SHALL MEET NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION. ALL ADDENDUMS SHALL APPLY.
2. CONCRETE SHALL BE 47B-3500 PER NDOR SECTION 1002, PORTLAND CEMENT CONCRETE.
3. AGGREGATE BASE SHALL MEET NDOR SECTION 305, CRUSHED ROCK BASE COURSE (TABLE 1033.08). AGGREGATE BASE SHALL BE PROPERLY DRAINED AT LOW POINTS AND EDGE OF PAVEMENTS WITH DRAIN TILE OR ANOTHER ACCEPTABLE MEANS APPROVED BY THE GEOTECHNICAL ENGINEER OR RECORD.
4. PAVEMENT SUBGRADE PREPARATION SHALL BE COMPLETED IN ACCORDANCE WITH NDOR SECTION 302, SUBGRADE PREPARATION AND IN ACCORDANCE WITH THE FINAL REPORT OF GEOTECHNICAL EXPLORATION PREPARED FOR THE SITE.
5. ALL CONSTRUCTION JOINTS SHALL BE SEALED IN ACCORDANCE WITH THE NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION.
6. ALL PAVEMENT MARKING PAINT, EXCEPT HANDICAP STALLS, SHALL BE 4" OR 6" SOLID WHITE PAINT, SINGLE LINE. HANDICAP STALLS SHALL BE STRIPED IN ACCORDANCE WITH AMERICANS WITH DISABILITIES ACT (FEDERAL REGISTER VOL. 58 NO. 144) RULES AND REGULATIONS). PAINT SHALL BE IN ACCORDANCE WITH THE NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION.
7. WHEN WORKING IN PUBLIC R.O.W. OR PUBLIC ACCESS AND UTILITY EASEMENTS, CONTRACTOR SHALL RESTORE DISTURBED AREAS TO EXISTING GRADE FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY. ALL SPOIL MATERIAL FROM CONSTRUCTION SHALL BE REMOVED FROM THE STREET ROW OR UTILITY EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED BY ENGINEER.
8. GEOMETRICS OF ALL PAVEMENT MARKINGS SHALL CONFORM TO CITY OF CRETE AND/OR STATE OF NEBRASKA DESIGN CRITERIA.
9. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
10. CONTRACTOR SHALL NOTIFY GEOTECHNICAL TESTING FIRM 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR TESTING OF SUBGRADE.
11. ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.0%. ALL ADA RAMPS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 8.3% (ANY DISCREPANCIES SHOWN ON SPOT ELEVATION PLAN SHALL BE REPORTED TO THE ENGINEER).

PAVING NOTES

1. CONTRACTOR TO SAWCUT AND REMOVE PAVEMENT AND SIDEWALK.
2. ADJUST SANITARY SEWER CLEANOUT RING & COVER TO GRADE, POUR A 18" DIA. X 6" DEPTH CONCRETE PAD AROUND CLEANOUT RING AND COVER WHEN LOCATED IN GRASS/LANDSCAPING AREA.
3. CONTRACTOR TO BUILD 7" P.C. CONCRETE PAVEMENT.
4. CONTRACTOR TO BUILD 4" P.C. CONCRETE SIDEWALK.
5. ADA SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS. CROSS SLOPES AND LONGITUDINAL SLOPES SHALL NOT EXCEED 2.0% IN EITHER DIRECTION FOR ALL ADA ACCESSIBLE STALLS. FIELD ADJUSTMENTS MAY BE REQUIRED TO ENSURE CONFORMANCE TO ADA GUIDELINES. (SEE DETAIL, SHEET C.4.2)
6. 4" WHITE ACRYLIC PAINT STRIPPING PER STANDARD SPECIFICATION.

LEGEND

---	PROPERTY LINE	⊗	FIRE HYDRANT
---	PROP. SANITARY SEWER SERVICE	⊗ DCO	SANITARY SEWER SERVICE DOUBLE CLEANOUT
---	PROP. SANITARY SEWER	⊗ PIV	POST INDICATOR VALVE W/ TAMPER SWITCH
---	EXIST. SANITARY SEWER	⊗ CP	CONTROL POINTS
---	PROP. DOMESTIC WATER SERVICE	⊗ BC	BUILDING CORNERS
---	PROP. FIRE SERVICE	⊗ 100	PAVING SPOT
---	PROP. WATER MAIN	TC	TOP OF CURB ELEVATION (TS + 0.5')
---	EXIST. WATER MAIN	TS	TOP OF SLAB ELEVATION
---	PROP. STORM SEWER	ETC	EXISTING TOP OF CURB ELEVATION
---	EXIST. STORM SEWER	ETS	EXISTING TOP OF SLAB ELEVATION
---	UNDERGROUND GAS	FG	FINISHED GROUND ELEVATION
---	UNDERGROUND CABLE	SW	SIDEWALK ELEVATION
---	UNDERGROUND ELECTRIC	PI	POINT OF INFLECTION (HORIZONTAL DEFLECTION)
---	UNDERGROUND TELEPHONE	PC	POINT OF CURVATURE (START OF CURVE)
---	STANDARD DUTY PAVEMENT, 7" P.C.C.	PT	POINT OF TANGENCY (END OF CURVE)
---	HEAVY DUTY DUMPSTER PAD, 8" P.C.C.	PRC	POINT OF REVERSE CURVE
---	SIDEWALK, 4" P.C.C.	PCC	POINT OF COMPOUND CURVATURE
---	PAVEMENT AND SIDEWALK REMOVAL	EP	ELEVATION POINT
---	GRAVEL SURFACING REMOVAL	RAMP	ADA RAMP
---	CONCRETE SAWCUT		

NOTE: ALL DIMENSIONS ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE STATED.

NOTE: ALL DIMENSIONS TO THE BUILDING STRUCTURES ARE TO OUTSIDE FACE OF POURED FOUNDATION WALL. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS.



CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.

PRELIMINARY NOT FOR CONSTRUCTION	
REVISIONS	
DATE	DESCRIPTION
PAVING GEOMETRICS PLAN	
LOTS 13-16 Block 108 City of Crete	
CRETE, NEBRASKA	
2024	
SHEET C4.1	

USER: zwanter
 DATE: Jun 03, 2024 2:45pm
 F:\Projects\2024\20240031_Landplanning\Design\240031_Paving Plan.dwg
 XREFS: 240031_Base

Bid Proposal for Weed Control and Snow Removal Services

Submitted to: City of Crete

Submitted by: Lawn Kings

Date: Sept. 25th, 2025

Scope of Services

1. Weed Spraying (Monthly – April through September)

We propose to provide monthly herbicide application services for public grounds, right-of-ways, parking lots, curbs, and other designated areas within the City of Crete to maintain weed-free conditions.

- **Frequency:** Once per month
- **Duration:** 6 months (April through September)
- **Materials Used:** Round-up
- **Equipment:** Hand Sprayers

Monthly Cost: **\$275**

Total (\$1650): \$[275× 6] (for reference only, not billed upfront)

2. Snow Removal Services (Per Event)

Snow removal services will be provided for city streets, sidewalks, parking lots, and other designated municipal areas during the winter months, as requested by the City of Crete.

- **Response Time:** Within 3 hours of snowfall ending
- **Equipment:** Snow blowers and salt spreaders
- **Materials:** Road salt and/or ice melt (optional – pricing can vary if included)
- **Service Type:** Plowing, shoveling, and de-icing

Cost Per Snow Event: **\$725**

Terms and Conditions

- Weed control will be invoiced monthly following service completion.
- Snow removal will be invoiced per event.
- The City reserves the right to cancel the contract with a 30-day written notice.
- Proof of liability insurance will be provided upon acceptance.

Company Information

Business Name: Lawn Kings

Contact Person: Will Wenz

Address: 1925 Kingwood Ave, Crete, NE

Phone: 402-418-8275

Email: wwlawnkings@gmail.com

I appreciate the opportunity to submit this proposal and look forward to collaborating with the City of Crete to ensure its public spaces remain clean, safe, and well-maintained year-round.