

Crete City Council Regular Meeting
Tuesday, August 18, 2026 6:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.
- Please stand for the Pledge of Allegiance.

2. Roll Call

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

3. Consent Agenda

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

3.A. Approve Meeting Minutes

- 3.A.1. August 4th, 2026 City Council Meeting Minutes
- 3.A.2. August 4th, 2026 Public Works Committee Meeting Minutes
- 3.A.3. August 4th, 2026 Finance Committee Minutes
- 3.A.4. August 4th, 2026 Legislative Development Committee Minutes
- 3.A.5. August 4th, 2026 Public Safety Committee Minutes

3.B. Accept the City Treasurer's Report

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

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.
- 4.A. Public Hearing on an application for the Community Development Block Grant Program Infrastructure Grant to reconstruct 15th Street and construct sidewalk improvements from Boswell Ave to Fir Avenue.**
- 4.B. Consider authorizing the City of Crete to apply for the Community Development Block Grant Program Infrastructure Grant to reconstruct 15th Street and construct sidewalk improvements from Boswell Ave to Fir Avenue.**
- 4.C. Consider the Preliminary Engineering Services Agreement Between the City of Crete and JEO Consulting Group, Inc. Project No. DPS-76(53) Control No. 13631 Crete Pedestrian Bridge Project**

4.D. Consider the Contractor's Pay Estimate No 3 Application for Payment From JEO Consulting Group, Inc for NLC, LLC for the 2024 Crete Street and Alley Improvements Engineer's Project No: 240578.00 in the amount of \$474,008.61

4.E. Lerma Way Addition

4.F. Consider approving the claims from Crete Ace Hardware in the amount of \$14,503.03

4.G. Consider authorizing the City of Crete to apply for the Robert B. Daugherty Foundation Grant

4.H. Consider authorizing the City of Crete to apply for 4imprint Grant

4.I. Consider authorizing the City of Crete to apply for the Sisters in Crime Grant

4.J. Consider authorizing the City of Crete to apply for the Burlington Capital Grant

4.K. Consider authorizing the City of Crete to apply for the Entergy Grant Funds

4.L. Consider authorizing the City of Crete to apply for the U.S. Bank Foundation Grant

4.M. Consider authorizing the City of Crete to apply for the Costco Grant

4.N. Ordinance 2281 amending administrative subdivision requirements

4.O. Consider the Crete Carrier Room Grant Application from the Southeast Library System to provide a summer reading workshop for librarians that are part of the Southeast Library System.

4.P. Consider amending the Master Fee Schedule amending mowing fees & residential plumbing permit costs

4.Q. Consider City donation Policy

4.R. Consider authorizing the City of Crete to apply for The Purina Foundation Grant

4.S. Amend Caselle Master Agreement

4.T. Consider forwarding Jennifer Parker's claim to the League Association of Risk Management (LARM)

4.U. Consider the Agreement Between City of Crete and JEO Consulting Group, Inc. for Professional Services Crete Water Main Project No: 231835.00

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

August 4th, 2026 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

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

Present: 6.

3. Consent Agenda

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

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

3.A. Approve Meeting Minutes

3.A.1. July 21st, 2026 City Council Minutes

3.A.2. July 21st, 2026 Public Works Committee Minutes

3.A.3. July 21st, 2026 Finance Committee Minutes

3.A.4. July 21st, 2026 Legislative Development Committee Minutes

3.A.5. July 21st, 2026 Public Safety 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. Public Hearing to hear testimony in favor of and in opposition to and to answer questions in relation to Ordinance 2280 Sign Regulations to amend section 11-802 and create 11-824 of the Crete Municipal Code to amend mural definition and create special exception permits for murals

Opened the Public Hearing at 6:04 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to Ordinance 2280 Sign Regulations to amend section 11-802 and create 11-824 of the Crete Municipal Code to amend mural definition and create special exception permits for murals Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 6, No: 0

City Administrator Tom Ourada explained that this is the result of when the City Council was questioning the difference between murals and signs. Ourada asked City Attorney Anna Burge to do some homework, and she found some first amendment issues. Burge explained that in reviewing this that the City would be protected from any potential liability on first amendment issues. Business signs have regulations and artistic work is not allowed to be regulated especially if it is content based. The solution is that we maintain our definitions of what is a sign and what is a mural. A sign is related to the business (business name and advertisement of what the business is selling) those types of details are going to remain a sign that is going to be regulated. We are adding a mural special exception permit that would allow someone to put up a mural. There are some non-content-based reasons that would prohibit a mural like historic preservation and safety concerns like traffic concerns. City Administrator Tom Ourada added that this went to the Planning Commission, and they made a recommendation to the City Council.

Closed the Public Hearing at 6:09 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to Ordinance 2280 Sign Regulations to amend section 11-802 and create 11-824 of the Crete Municipal Code to amend mural definition and create special exception permits for murals Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 6, No: 0

4.B. Consider Ordinance 2280 Sign Regulations to amend section 11-802 and create 11-824 of the Crete Municipal Code to amend mural definition and create special exception permits for murals

August 4th, 2026

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Introduced Ordinance 2280 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, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

Enact Ordinance 2280 Sign Regulations to amend section 11-802 and create 11-824 of the Crete Municipal Code to amend mural definition and create special exception permits for murals Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.C. Consider Resolution 2026-18 Signing of the Municipal Annual Certification of Program Compliance 2026

City Administrator Tom Ourada explained that this is to file the Annual Certification of Program Compliance and Signing Resolution with the Nebraska Board of Public Roads Classifications and Standards.

Adopted Resolution 2026-18 Signing of the Municipal Annual Certification of Program Compliance 2026 Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.D. Ordinance 2279 regulate bicycle, E-bikes, minibikes and other motorized recreational transportation and create penalties for violation of these sections

Mayor Dave Bauer stated that this would be the third and final reading of Ordinance 2279. Bauer explained that the purpose of this ordinance is for the safety of children.

Introduced Ordinance 2279 and moved that it be approved for its third and final reading. Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

Move for final passage of Ordinance 2279 regulate bicycle, E-bikes, minibikes and other motorized recreational transportation and create penalties for violation of these sections Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.E. Consider the Davis Estates Administrative Subdivision

City Administrator Tom Ourada explained that this item went to the Public Works Committee as well

Approved the Davis Estates Administrative Subdivision Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0.

4.F. Consider the Dittmer West Estates Preliminary Plat

City Administrator Tom Ourada explained that owner Ron Ditterm and Rick Onnen from E & A Consulting Group were also present.

Approved the Dittmer West Estates Preliminary Plat Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.G. Consider the Dittmer West Estates Final Plat

Approved the Dittmer West Estates Final Plat Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.H. Consider the Street Right of Way Dedication Plat

City Administrator Tom Ourada explained that this also went to the Planning Commission. Ourada further explained that the developer that purchased the land brought this to the City for a proposed dedicated street.

Approved the Street Right of Way Dedication Plat Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.I. Amend Caselle Master Agreement

Tabled to Amend Caselle Master Agreement Tabled with a motion by Ashley Newmyer and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

4.J. Consider approving the claims from Crete Ace Hardware in the amount of \$100.72

Approved the claims from Crete Ace Hardware in the amount of \$100.72 Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 5, No: 0, Abstain (With Conflict): 1

5. Petitions - Communications - Resident Concerns

6. Officers' Reports

- Fire Chief Tod Allen stated the following:
 - The Fire Department BBQ didn't go as planned since they didn't cool the meat.

- Working on the Rig specs
 - Council member Anthony Fitzgerald asked about the count for the Volunteer Fire Department and Allen stated that there are 38 volunteers with a possible 50 maximum.
 - Allen stated they are having conversations with Lancaster county to have a strike team ready so if there is help needed in other communities they will have people ready.
 - There is a rope rescue team that Farmers Cooperative is helping to equip and a couple members of the Crete Volunteer Fire Department are going to be training to be part of the team.
- Acting Chief of Police Jon Pucket stated the following:
 - During these times of transition thanked the City for allowing people to take time off and thanked the Fire Department for their help during Chief Young's funeral. Pucket also thanked the community for their support.
 - Park and Recreation Director Liz Cody stated the following:
 - Pool is closed for season;
 - Coed softball season is here
 - Flag football registration for players, coaches and referees until August 30th
 - To replace trees removed along Oak Ave for paving improvements a Trees for Nebraska Towns Grant was submitted for 10 trees
 - Thanked parks staff who have been with the City this season
 - Groundskeeper position is currently open
 - Building Inspector Trent Griffin shared the Administrative Action sign with the mayor and council.
 - Finance Director Wendy Thomas introduced new Human Resource Director Rebekah Willoughby. City Administrator Tom Ourada stated that Willoughby used to work for the State of Nebraska HHS Dept.
 - Council member Tom Crisman thanked Acting Police Chief Jon Pucket for his work and for handling the transition the Police Department is going through. Council members Ashley Newmyer, Dale Strehle, Dan Papik, and Anthony Fitzgerald also thanked Acting Police Chief Jon Pucket and the Fire Department for their help.
 - City Administrator Tom Ourada stated the following:
 - Started discussions on data centers with the Crete Planning Commission on the different types and will be delving into this at future meetings. He also had a conversation with the Saline County Attorney on this subject. Planning Commission Chair Dave Jurena added that he has attended a couple of different public meetings on data centers.
 - Ourada spoke about the Civil Service process and that the Chief and Sergeant positions will be opening internally and externally. The Civil Service Commission does the preliminary vetting.
 - Explained the postcards the City Council and Planning Commission Chair received about the yearly District 1 Program Hearing/Highway Commission meeting on August 14th, 2026 at 8:30 a.m. Council member Anthony Fitzgerald asked if it would help to have

council members present at the meeting to discuss the rehab and adding a sidewalk on the Blue River Bridge on highway 33. Ourada explained that would be a different and separate process, but it wouldn't hurt to have elected officials present at the meeting.

7. Adjournment

The meeting adjourned at 6:45 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

August 4th, 2026 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Anthony Fitzgerald: Present
Dan Papik: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. One-way signs on the alley exits on Norman between 13th & 14th and on 14th between Main and Norman

Committee member Dale Strehle discussed how someone had brought this to his attention and how one-way signs would help when exiting these alleys.

3.B. Consider the Davis Estates Administrative Subdivision

City Administrator, Tom Ourada, discussed how they are looking to take one lot and divide it into three.

Recommendation was made to the City Council to approve the Davis Estates Administrative Subdivision. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.C. Consider the Street Right of Way Dedication Plat

City Administrator, Tom Ourada, discussed that there is now a dedicated city right-of-way, whereas before there wasn't one. This is a 3-lot dedication, and it is the entrance to the concrete plant. This would be a continuous road of Thornwood.

Recommendation was made to the City Council to approve the Street Right of Way dedication plat. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.D. Consider the Dittmer West Estates Preliminary Plat

City Administrator, Tom Ourada, discussed how JEO helped with the subdivision review. This meets the preliminary platting requirements. Anna Burge, City Attorney, added that they will have requirements for infrastructure to be sufficiently completed within a year. A lift station will also be a part of this.

Recommendation was made to approve the Dittmer West Estates Preliminary Plat. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.E. Consider the Dittmer West Estates Final Plat

City Administrator, Tom Ourada, discussed how the final has the deeded plat and plot/lots, as well as their setbacks and right-of-way.

Recommendation was made to the City Council to approve the Dittmer West Estates Final Plat Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL FINANCE COMMITTEE MEETING

August 4th, 2026 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Kyle Frans: Present
Ashley Newmyer: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Discuss Budget Work Session

City Administrator Tom Ourada stated that the budget work session has taken place towards the end of August and it has been held during an evening or a Saturday. After taking time to look at schedules it was decided to hold the Budget Work Session on Thursday, August 20th, 2026 at 5:00 p.m.

3.B. Discussion on customer being responsible for convenience fee

Discussion was held on the customer being responsible for the convenience fee. City Administrator Tom Ourada stated that is typically what everyone does. Ourada added that having

the customer be responsible for the convenience fee would be a savings for the city of around \$70,000 a year.

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

August 4th, 2026 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Tom Crisman: Present

Ashley Newmyer: Present

Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Amend Caselle Master Agreement

This item was tabled so that there could be more information on amending the Caselle Master Agreement.

Tabled to Amend Caselle Master Agreement Tabled 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 PUBLIC SAFETY COMMITTEE MEETING

August 4th, 2026 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Tom Crisman: Present
Kyle Frans: Present
Dan Papik: Present
Present: 3.

3. Items of Business

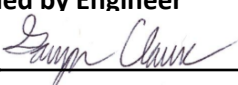
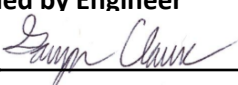
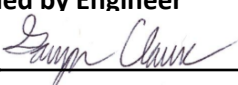
3.A. Discussion on Civil Service and hiring

Ourada stated that he has been meeting with Civil Service Commissioners. Ourada explained the Civil Service process and that the Chief and Sergeant positions will be opening internally and externally. The Civil Service Commission does the preliminary vetting.

4. Officers' Reports

5. Adjournment

Contractor's Application for Payment

Owner: <u>City of Crete</u> Engineer: <u>JEO Consulting Group, Inc.</u> Contractor: <u>NLC, LLC</u> Project: <u>2024 Crete Street and Alley Improvements</u> Contract: <u>2024 Crete Street and Alley Improvements</u>	Owner's Project No.: _____ Engineer's Project No.: <u>240578.00</u> Contractor's Project No.: _____																								
Application No.: <u>3</u> Application Date: <u>8/4/2026</u>																									
Application Period: From <u>7/1/2026</u> to <u>8/4/2026</u>																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 730,377.48</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 85,574.41</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 815,951.89</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 724,037.09</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>5%</u> X <u>\$ 724,037.09</u> Work Completed =</td><td style="text-align: right;">\$ 36,201.85</td></tr><tr><td> b. <u>5%</u> X <u>\$ -</u> Stored Materials =</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 36,201.85</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 687,835.24</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 213,826.63</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 474,008.61</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$ 128,116.65</td></tr></table>		1. Original Contract Price	\$ 730,377.48	2. Net change by Change Orders	\$ 85,574.41	3. Current Contract Price (Line 1 + Line 2)	\$ 815,951.89	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 724,037.09	5. Retainage		a. <u>5%</u> X <u>\$ 724,037.09</u> Work Completed =	\$ 36,201.85	b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 36,201.85	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 687,835.24	7. Less previous payments (Line 6 from prior application)	\$ 213,826.63	8. Amount due this application	\$ 474,008.61	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 128,116.65
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8. Amount due this application	\$ 474,008.61																								
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 128,116.65																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Stacy M. Portwine - Managing Member</u>																									
Signature: <u>Stacy M. Portwine - Managing Member (elec. Sig.)</u> Date: <u>8/4/2026</u>																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; vertical-align: top;">Recommended by Engineer By: <u></u> Title: <u>Construction Engineer EI</u> Date: <u>8/10/2026</u></td><td style="width: 50%; vertical-align: top;">Approved by Owner By: _____ Title: _____ Date: _____</td></tr><tr><td colspan="2">Approved by Funding Agency</td></tr><tr><td style="vertical-align: top;">By: _____ Title: _____ Date: _____</td><td style="vertical-align: top;">By: _____ Title: _____ Date: _____</td></tr></table>		Recommended by Engineer By: <u></u> Title: <u>Construction Engineer EI</u> Date: <u>8/10/2026</u>	Approved by Owner By: _____ Title: _____ Date: _____	Approved by Funding Agency		By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																		
Recommended by Engineer By: <u></u> Title: <u>Construction Engineer EI</u> Date: <u>8/10/2026</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency																									
By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240578.00
Contractor:	NLC, LLC	Contractor's Project No.:	
Project:	2024 Crete Street and Alley Improvements		
Contract:	2024 Crete Street and Alley Improvements		

Application No.: 3 Application Period: From 07/01/26 to 08/04/26 Application Date: 08/04/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A - STREET IMPROVEMENTS											
1	Mobilization	1.00	LS	27,602.50	27,602.50	0.75	20,701.88		20,701.88	75%	6,900.62
2	Bonding and Insurance	1.00	LS	8,500.00	8,500.00	1.00	8,500.00		8,500.00	100%	-
3	Clearing and Grubbing	1.00	LS	13,340.00	13,340.00	1.00	13,340.00		13,340.00	100%	-
4	Temporary Traffic Control Measures	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
5	Remove Tree (6" -12")	11.00	EA	1,035.00	11,385.00	9.00	9,315.00		9,315.00	82%	2,070.00
6	Remove Tree (14" - 24")	13.00	EA	1,150.00	14,950.00	15.00	17,250.00		17,250.00	115%	(2,300.00)
7	Remove Tree (30" - 36")	4.00	EA	1,437.50	5,750.00	5.00	7,187.50		7,187.50	125%	(1,437.50)
8	Remove Tree (36" - 48")	4.00	EA	2,300.00	9,200.00	4.00	9,200.00		9,200.00	100%	-
9	Remove Tree (54")	1.00	EA	4,600.00	4,600.00	1.00	4,600.00		4,600.00	100%	-
10	Relocate Sign	3.00	EA	100.00	300.00		-		-	0%	300.00
11	Relocate Mailbox	4.00	EA	150.00	600.00		-		-	0%	600.00
12	Remove Pavement	374.00	SY	9.50	3,553.00	374.00	3,553.00		3,553.00	100%	-
13	Remove Concrete Sidewalk	420.00	SF	1.14	478.80	420.00	478.80		478.80	100%	-
14	Remove Landscape Brick	22.00	LF	14.11	310.42	22.00	310.42		310.42	100%	-
15	Reconstruct Manhole	3.00	EA	5,750.00	17,250.00	3.00	17,250.00		17,250.00	100%	-
16	Adjust Manhole to Grade w/ New Ring and Cover	1.00	EA	948.75	948.75	1.00	948.75		948.75	100%	-
17	Connect Existing Sanitary Sewer Main	8.00	EA	517.50	4,140.00	8.00	4,140.00		4,140.00	100%	-
18	4" PVC SDR 40	272.00	LF	21.28	5,788.16	272.00	5,788.16		5,788.16	100%	-
19	4" Service Saddle	8.00	EA	356.50	2,852.00	8.00	2,852.00		2,852.00	100%	-
20	4" Cap, PVC	8.00	EA	115.00	920.00	8.00	920.00		920.00	100%	-
21	4" 45 Degree Bend, MJ	8.00	EA	500.25	4,002.00	8.00	4,002.00		4,002.00	100%	-
22	7" PCC Pavement	3,645.00	SY	64.00	233,280.00	3,400.00	217,600.00		217,600.00	93%	15,680.00
23	6" PCC Driveway	239.00	SY	72.00	17,208.00	200.00	14,400.00		14,400.00	84%	2,808.00
24	Subgrade Preparation	3,884.00	SY	2.70	10,486.80	3,600.00	9,720.00		9,720.00	93%	766.80
25	5" PCC Sidewalk	7,809.00	SF	6.00	46,854.00	3,500.00	21,000.00		21,000.00	45%	25,854.00
26	Detectable Warning Panels	90.00	SF	35.00	3,150.00	45.00	1,575.00		1,575.00	50%	1,575.00
27	4" Aggregate Surfacing	4.00	TONS	156.47	625.88	4.00	625.88		625.88	100%	-
28	Concrete Header	32.00	LF	8.00	256.00	32.00	256.00		256.00	100%	-
29	Hydro-Seeding, Fertilizer and Mulch	1.00	ACRE	8,627.30	8,627.30		-		-	0%	8,627.30
30	Erosion Control Mat	14.00	SY	178.25	2,495.50		-		-	0%	2,495.50
31	Silt Fence, Low Porosity	75.00	LF	6.90	517.50		-		-	0%	517.50
32	Stabilized Construction Entrance	1.00	EA	2,532.88	2,532.88		-		-	0%	2,532.88
33	Curb Inlet Sediment Filter	1.00	EA	460.00	460.00		-		-	0%	460.00
34	Trench Drain	2.00	EA	2,000.00	4,000.00		-		-	0%	4,000.00
35	Excavation, Established Quantity	734.00	CY	59.23	43,474.82	734.00	43,474.82		43,474.82	100%	-
36	Remove and Salvae Fire Hydrant Assembly	2.00	EA	1,293.75	2,587.50	2.00	2,587.50		2,587.50	100%	-
37	Install Salvaged Fire Hydrant Assembly with New Lead	2.00	EA	2,070.00	4,140.00	2.00	4,140.00		4,140.00	100%	-
GROUP B - WATER											
1	Remove Gate Valve and Box	7.00	EA	1,063.75	7,446.25	7.00	7,446.25		7,446.25	100%	-
2	Remove 90 Degree Bend	1.00	EA	402.50	402.50	1.00	402.50		402.50	100%	-
3	6" Gate Valve and Box, MJ	5.00	EA	2,788.75	13,943.75	3.00	8,366.25		8,366.25	60%	5,577.50
4	Connect to Existing Water Main	3.00	EA	1,897.50	5,692.50	3.00	5,692.50		5,692.50	100%	-
5	6" x 6" x 6" Tee, MJ	4.00	EA	701.50	2,806.00	4.00	2,806.00		2,806.00	100%	-
6	6" PVC Water Main, DR 18	677.00	LF	39.39	26,667.03	677.00	26,667.03		26,667.03	100%	-
7	Abandon Existing Water Main	1.00	LS	1,725.00	1,725.00	1.00	1,725.00		1,725.00	100%	-
8	6" Cap, MJ	1.00	EA	431.25	431.25	1.00	431.25		431.25	100%	-
9	Curb Stop	1.00	EA	408.25	408.25	1.00	408.25		408.25	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Crete	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	240578.00
Contractor:	NLC, LLC	Contractor's Project No.:	
Project:	2024 Crete Street and Alley Improvements		
Contract:	2024 Crete Street and Alley Improvements		

Application No.:	3	Application Period:	From	07/01/26	to	08/04/26	Application Date:	08/04/26
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
10	Reinstate Water Service - Connect to New Main	5.00	EA	1,063.75	5,318.75	5.00	5,318.75		5,318.75	100%	-
11	Adjust Curb Stop to Grade	5.00	EA	143.75	718.75	5.00	718.75		718.75	100%	-
GROUP C - ALLEY IMPROVEMENTS BETWEEN 12TH ST. AND 13TH ST., OAK AVENUE TO NORMAN											
1	Mobilization	1.00	LS	6,817.50	6,817.50	-	-		-	0%	6,817.50
2	Bonding and Insurance	1.00	LS	1,400.00	1,400.00	-	-		-	0%	1,400.00
3	Temporary Traffic Control Measures	1.00	LS	2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
4	Remove Pavement	660.00	SY	11.57	7,636.20	660.00	7,636.20		7,636.20	100%	-
5	Remove PCC Sidewalk	35.00	SF	8.87	310.45	35.00	310.45		310.45	100%	-
6	7" PCC Pavement	414.00	SY	77.25	31,981.50	414.00	31,981.50		31,981.50	100%	-
7	6" PCC Pavement	280.00	SY	72.00	20,160.00	280.00	20,160.00		20,160.00	100%	-
8	Subgrade Preparation	694.00	SY	5.04	3,497.76	694.00	3,497.76		3,497.76	100%	-
9	5" PCC Sidewalk	58.00	SF	6.00	348.00	58.00	348.00		348.00	100%	-
10	Detectable Warning Panels	10.00	SF	35.00	350.00	10.00	350.00		350.00	100%	-
11	4" Aggregate Surfacing	7.00	TONS	156.47	1,095.29		-		-	0%	1,095.29
12	Non-Integral Curb and Gutter	156.00	LF	47.50	7,410.00	156.00	7,410.00		7,410.00	100%	-
13	Seeding, Fertilizer and Mulch	75.00	SF	5.75	431.25		-		-	0%	431.25
14	Excavation, Established Quantity	5.00	CY	957.38	4,786.90		-		-	0%	4,786.90
GROUP D - ALLEY IMPROVEMENTS NORTH OF EAST 12TH ST. AND WEST OF LINDEN AVE.											
1	Mobilization	1.00	LS	3,415.00	3,415.00	1.00	3,415.00		3,415.00	100%	-
2	Bonding and Insurance	1.00	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
3	Temporary Traffic Control Measures	1.00	LS	750.00	750.00	1.00	750.00		750.00	100%	-
4	Remove Pavement	368.00	SY	10.17	3,741.09	368.00	3,741.09		3,741.09	100%	-
5	7" PCC Pavement	357.00	SY	77.25	27,578.25	357.00	27,578.25		27,578.25	100%	-
6	Subgrade Preparation	357.00	SY	12.35	4,408.95	357.00	4,408.95		4,408.95	100%	-
7	Non-Integral Curb and Gutter	67.00	LF	47.50	3,182.50	67.00	3,182.50		3,182.50	100%	-
8	Remove and Replace Grate Inlet	2.00	EA	5,175.00	10,350.00	2.00	10,350.00		10,350.00	100%	-
Original Contract Totals					\$ 730,377.48		\$ 638,818.94	\$ -	\$ 638,818.94	87%	\$ 91,558.54

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	240578.00
Contractor's Project No.:	

		Application Date:	08/04/26
	J	K	L
Activity	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
	6,750.00	100%	-
	11,817.50	100%	-
	2,200.00	100%	-
	18,000.00	101%	(140.00)
	2,082.00	100%	-
	13,044.24	183%	(5,916.24)
	-	0%	6,412.50
	17,325.00	100%	-
	877.80	100%	-
	2,570.70	100%	-
	612.75	100%	-
	9,288.00	100%	-
	650.16	100%	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	\$ 85,218.15	100%	\$ 356.26

LERMA WAY ADDITION

A Plat of part of the Northeast Quarter of Section 33, Township 8 North, Range 4 East of the 6th P.M., Saline County, Nebraska,

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, sole owners of the land described within the Surveyor's Certificate and embraced within this plat have caused said land to be subdivided into lots and streets, to be numbered and named as shown. Said subdivision to be hereafter known as LERMA WAY ADDITION, and we do hereby dedicate to the public, for public use, the streets as shown on this plat. We do further dedicate the easements shown thereon for the location, construction, reconstruction, replacement, repair, operation and maintenance of public service utilities, over upon or under the easements as shown on the foregoing plat. The construction or location of any buildings or trees shall be prohibited in said easements, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or right herein granted.

Nebco, Inc., a Nebraska Corporation
Signed this ____ day of _____, 2026.

Jack P. Abel, President of NEBCO, Inc.

HD Processing, LLC, a Nebraska Limited Liability Company
Signed this ____ day of _____, 2026.

Ethan Heusinkvelt, Authorized Representative of HD Processing, LLC

402 Trucking Inc., a Nebraska Corporation
Signed this ____ day of _____, 2026.

Maria R. Perez, President, 402 Trucking, Inc.

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SALINE)

On this ____ day of _____, 2026, before me the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came to me Jack P. Abel, President of NEBCO, Inc., known to be the identical person whose name is fixed to the dedication of the foregoing plat, and he acknowledges the same to be his voluntary act and deed.

My commission expires the ____ day of _____, 2026.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SALINE)

On this ____ day of _____, 2026, before me the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came to me Ethan Heusinkvelt, Authorized Representative of HD Processing, LLC, a Nebraska Limited Liability Company, known to be the identical person whose name is fixed to the dedication of the foregoing plat, and he acknowledges the same to be his voluntary act and deed.

My commission expires the ____ day of _____, 2026.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SALINE)

On this ____ day of _____, 2026, before me the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came to me Maria R. Perez, President, of 402 Trucking Inc., a Nebraska Corporation, known to be the identical person whose name is fixed to the dedication of the administratives plat, and she foregoing the same to be her voluntary act and deed.

My commission expires the ____ day of _____, 2026.

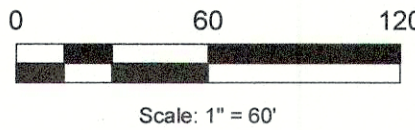
Notary Public



4535 Normal Blvd.
Suite 101
Lincoln, NE 68506
Ph: (402) 423-5202

LEGEND

- = Cor. Found (As noted)
- = Cor. Set #5 Rebar w/Red Plastic Cap Husker 440
- ✕ = Comp. Point
- (C) = Comp. Dist.
- P.O.B. = Point of Beginning
- P.O.R. = Point of Reference
- (M) = Meas. Dist.
- (P) = Plat Dist.
- (D) = Dead Dist.
- (R) = Record Dist.
- R1 = Record Survey 1233-116
- R2 = Record Survey 421-770
- R3 = Record Survey 1719-098



CURVE DATA

- (A) Δ = 15°44'24"
- R = 535.00'(R1&M)
- L = 146.97'(R1&C)
- C = 146.51'(R1&M)
- CB = S 68°36'50" W

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 14°40'01" W	59.00'(C)	L11	N 80°50'27" E	60.04'(M)
L2	N 20°31'59" W	121.00'(C)	L12	N 80°50'27" E	24.27'(M)
L3	N 02°29'44" W	29.00'(C)	L13	N 80°50'27" E	8.62'(R1) 8.74'(M)
L4	N 29°44'35" W	90.00'(C)	L14	S 89°54'16" E	17.13'(M)
L5	N 10°24'18" W	81.00'(C)	L15	S 89°54'16" E	155.49'(R1) 155.40'(M)
L6	N 15°18'58" W	131.00'(C)	L16	S 00°01'06" E	68.00'(R1) 68.02'(M)
L7	N 05°44'18" E	72.49'(C)	L17	S 03°49'21" W	11.86'(R1) 11.72'(M)
L8	N 05°44'18" E	72.50'(C)	L18	S 00°06'56" E	22.53'(M)
L9	N 80°50'27" E	117.04'(M)	L19	N 00°06'56" W	47.22'(M)
L10	N 70°38'12" E	101.61'(M)	L20	N 00°06'56" W	68.07'(M)

LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 33, Township 8 North, Range 4 West of the 6th Principal Meridian, Saline County, Nebraska, and being more particularly described as follows:

Referring to the Southwest corner of Block 5, Bickie's 1st Addition to Crete, a #5 Rebar found for corner; thence westerly, on an Assumed bearing of North 90°00'00" West, on the South line of said Bickie's 1st Addition to Crete, 399.82 feet, to the Southeast corner of Block 7, Bickie's 1st Addition to Crete, a #5 Rebar with Orange Cap marked #654 found for corner, said corner also being the true Point of Beginning for the described tract of land; thence westerly, North 90°00'00" West, on the South line of Block 7, Bickie's 1st Addition to Crete, 322.10 feet, more or less, to the top of the easterly bank of the Big Blue River; thence following the top of the easterly bank of the Big Blue River on the following bearings and distances: northerly, North 14°40'01" West, 59.00 feet; thence northwesterly, North 20°31'59" West, 121.00 feet; thence northerly, North 02°29'44" West, 29.00 feet; thence northwesterly, North 29°44'35" West, 90.00 feet; thence northerly, North 10°24'18" West, 81.00 feet; thence northwesterly, North 15°18'58" West, 131.00 feet; thence northerly, North 05°44'18" East, 144.99 feet, to a point of intersection on the southerly right-of-way line of Highway 33, thence following the southerly right-of-way line of Highway 33 on the following bearings and distances: easterly, North 80°50'27" East, 117.04 feet; thence northwesterly, North 70°38'12" East, 101.61 feet; thence easterly, North 80°50'27" East, 93.05 feet, to a point of intersection on the North right-of-way line of 11th Street; thence departing the southerly right-of-way line of Highway 33, easterly, South 89°54'16" East, on the North right-of-way line of 11th Street, 155.40 feet; thence departing said right-of-way line, southerly, South 00°01'06" East, 68.02 feet, to a point of intersection on the South right-of-way line of 11th Street; thence easterly, South 89°55'29" East, on the South right-of-way line of 11th Street, 332.47 feet, to the Northeast corner of Block 3, Bickie's 1st Addition to Crete; thence departing said right-of-way line, southerly, South 03°49'21" West, on the East line of Block 3, Bickie's 1st Addition to Crete, 11.72 feet; thence departing the East line of said Block 3, southwesterly, on a curve to the right, having a radius of 535.00 feet, a central angle of 15°44'24", with a chord bearing of South 68°36'50" West, a chord distance of 146.51 feet; thence westerly, North 82°36'53" West, 196.59 feet, to a point of intersection on the West right-of-way line of Wood Street; thence southerly, South 00°06'53" East, on the West right-of-way line of Wood Street, 586.36 feet, to the Point of Beginning.

Containing a total calculated area 297,643 square feet or 6.833 acres, more or less.

Subject to all easements, restrictions and reservations of record.

APPROVAL OF CRETE CITY COUNCIL

This plat of Lerma Way Addition, as described in the above legal description, was approved by the Mayor and the City Council of the City of Crete, Saline County, Nebraska.

On this ____ day of _____, 2026.

David Bauer, Mayor Nancy Tellez, City Clerk

APPROVAL OF CRETE PLANNING COMMISSION

This plat of Lerma Way Addition, as described in the above legal description, was approved by the Planning Commission of the City of Crete, Nebraska.

On this ____ day of _____, 2026.

Dave Jurena, Chairperson

SURVEYOR'S CERTIFICATE

I, Jayme M. Malone, Nebraska Registered Land Surveyor No. 440, duly registered under the land surveyor's regulation act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the land surveyors regulation act in effect at the time of this survey.

Signed this 20th day of July, 2026.

Jayme M. Malone
Jayme M. Malone, PLS #440
Husker Surveying
4535 Normal Blvd. #101
Lincoln, NE 68506
(402) 423-5202
Job. No. 8132





EXHIBIT A

PROJECT NO.
261243.00
CLIENT NUMBER



Know what's below.
Call before you dig.

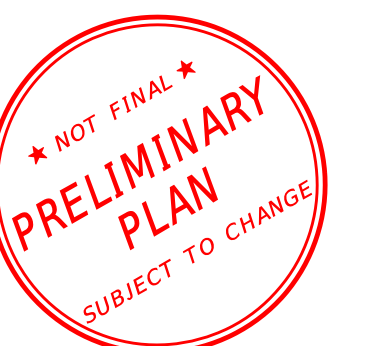


STREET EXHIBIT
CRETE, NE



JEOP CONSULTING GROUP
937 N. Chestnut Street
Vahoo, NE 68066
400.723.8567 | jeo.com

JEOP Consulting Group, Inc.
Organization Certificate of
Authorization Number: CA-0069



ORDINANCE NO. 2281

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO PLANNING AND ZONING SUBDIVISION REGULATIONS; TO AMEND SECTION 11-306.03 OF THE CRETE MUNICIPAL CODE; TO AMEND THE NUMBER OF MYLAR PLAT COPIES PAPER COPIES AND DIGITAL COPIES

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

Section 1. That Chapter 11, Article 3, Section 11-306.03 of the Crete Municipal Code be amended as follows:

11-306.03 Administrative Subdivision

- (1) *Purpose.* In the event that a proposed subdivision does not involve the platting and dedication of streets, extension of utility systems, change in subdivision class and type, change in zoning district, change in surface draining, and will not result in the creation of more than three lots of record, the subdivider may apply for administrative subdivision under the provisions of this section. The utilization of the administrative subdivision does not relieve the subdivider of its obligation to comply with sections 11-307 and 11-308. The necessity of establishing and dedicating easements for utilities shall not bar the utilization of the administrative subdivision.
- (2) *Application.* Application will be made to the City Council, and the City Council may act or may at their option refer the application to the Planning Commission, the procedures outlined under the final plat provisions shall be followed.
- (3) *Scale and Plat Contents.* The subdivider shall submit an original, two mylar copies , one paper copy, and a digital copy of the plat of a size such that the county register of deeds clerk may affix their seal to the front of the plat without covering any information. The original shall be drawn in ink on tracing cloth, mylar, or similar material and shall be at a scale of 1" to 100' or larger. The plat shall contain the following:
 - a. Date, title, name, and location of the subdivision.
 - b. Names and locations of abutting streets and lots identifying street names and lot and block numbers.
 - c. Graphic scale and true north point.
 - d. Monuments.
 - e. Dimensions, angles and bearings, and complete legal description of the property.
 - f. Sufficient engineering data to reproduce any line on the ground.
 - g. Location, dimensions, and purposes of any existing easements.
 - h. Certification by surveyor or engineer certifying to the accuracy of the survey and plat.
 - i. Certification signed and acknowledged by all parties holding title or having any title interest in the land subdivided and consenting to the preparation and recording of the plat as submitted.
 - j. Typed names of all known signatories of the plat, including, property owner, developer, surveyor, etc.
- (4) *Supplementary Data Required.* The plat shall be accompanied by:
 - a. Protective covenants in form for recording if such are desired by the subdivider.
 - b. For subdivisions adjoining or touching the boundaries of the Crete Corporate limits; a tract or area for which annexation proceedings have commenced; an approved subdivision which touches or adjoins the Crete corporate limits, a petition signed by the owner or owners requesting annexation to the City.
 - c. Utility easements signed by the owner or owners to permit all lots created access to all utilities available in the City, including but not limited to, sanitary sewer, storm sewer,

water, electrical, telephone, and cable television.

Section 2. That the above section shall be codified as part of the Crete City Code as stated herein.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the ____ of August 2026.

Mayor

ATTEST:

City Clerk

Seal



APPLICATION FOR THE Crete Carrier Room Grant

SECTION ONE: APPLICANT INFORMATION

Name of Applicant/ Organization: Southeast Library System

Contact: Todd Schlechte

Address: 5730 R Street, Ste. C-1 Lincoln, NE 68505

Phone: 531-530-3010 E-mail: todd.schlechte@selsne.org

Description of Event: To provide a summer reading workshop for librarians that are part of the Southeast Library System.

Date and Time of Event: November 20th from 8am-4pm

City Sponsor/Advocate: Jessica Wilkinson

SECTION TWO: COMMUNITY PURPOSE

Mission of the Event/Organization: Through education, networking and promotion, Southeast

Library System assists our libraries to better serve their diverse communities.

Community Served by the Organization: The Southeast Library System is a 501(c)3 organization serving all types of libraries in a 20-county region of southeast Nebraska.

The Southeast Library System serves the counties of Butler, Clay,
Population Served by the Event: _____
Fillmore, Gage, Hamilton, Jefferson, Johnson, Lancaster, Merrick, Nemaha, Nuckolls, Otoe,

Pawnee, Polk, Richardson, Saline, Saunders, Seward, Thayer, and York.

SECTION THREE: FINANCIAL NEED

Please explain your need for assistance to rent the Crete Carrier Room: _____ The system has a limited budget
when it comes to providing training.

SECTION FOUR: GENERAL TERMS AND CONDITIONS

If awarded, the requested funds will be paid to cover the fee and security deposit for use of the Crete Carrier Room. Any costs to clean or repair damage to the event space shall be billed to the grant recipient and must be paid upon receipt of an invoice from the City. The recipient must remain in good standing with the City of Crete to maintain eligibility for the grant.

By obtaining funds from the City of Crete, the recipient acknowledges acceptance of the terms and conditions of the award. The City of Crete may withdraw this grant if the event or the nature of the event changes and is determined to no longer fulfil the grant's purpose.

SECTION FIVE: APPLICANT CERTIFICATION

CERTIFICATION

I/WE CERTIFY THAT THE INFORMATION PROVIDED WITHIN THIS APPLICATION IS TRUE AND CORRECT AS OF THE DATE SHOWN BELOW. IN THE EVENT THAT CIRCUMSTANCES CHANGE BEFORE THE EVENT, I WILL, WITHIN TEN DAYS, NOTIFY THE CITY OF CRETE AND RE-SUBMIT MY APPLICATION.

Signature: Todd Schlechte Date: 7/21/2026

Signature: Jessica Wilkinson Date: 7/21/2026

SUPPORTING DOCUMENTATION

Please attach copies of the following documents with your application (check all that apply). Failure to attach proper documentation may result in a delay in processing your application for assistance.

- ☒ Event Program or Invitation
- ☒ Documentation supporting the Mission of the Organization or Event.
- ☐ Copy(ies) of driver's license or other legal photo identification for individuals responsible for the event.
- ☒ Proof of Insurance
- ☒ Crete Carrier Room Rental Agreement

Please mail or bring this signed application and required documents to:

City of Crete
243 E. 13th Street, PO Box 86
Crete, NE 68333

November 20

9:30 - 3:30

**Crete Carrier Community
Room
Crete Public Library**

Southeast Library System Invites Librarians



to a full-day workshop with Will Stuck. This event equips library staff to bring the 2027 "Mysteries Await at Your Library" theme, or another theme, to life through hands-on craft creation, eye-catching PR, and programming strategies for all ages. Attendees will walk away with actionable plans for both standalone and multi-part events, along with plenty of practical tips and shared insights.



CRETE CARRIER COMMUNITY ROOM RENTAL

(150 Capacity)

REQUEST FORM

Date of Event: November 20, 2026 Times of Event: 9am - 4pm
Name: Todd Schlechte Phone #: 531-530-3010
Address: 5730 R St. Ste C-1 City State Zip: Lincoln NE 68505
Type of Event: Summer Reading Workshop
of Round Banquet Tables: 0-12 10 # of Rectangular Tables: 0-32 _____
of Chairs: 0-150 60

☒ Check if using Kitchen

☒ Check if Audio/Visual Equipment Needed

Fees:

Weekends & Holidays \$150.00/day

Weekday \$25.00/hour
\$150.00/day

Audio/Visual \$50.00

Emergency Number: 402-381-8396

Deposit:

\$350.00 Cash deposit

\$50.00 Hold date fee only (non-refundable)
with remaining \$300 due before using facility

Checklist

- ☒ Signed Contract
- ☒ Certificate of Insurance
- ☐ N/A Alcohol – requires additional contract 4 weeks in advance

All events must end by 10pm central time and the renters must clean the event space and leave by 11pm central time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AMERICAN FAMILY BROKERAGE, INC.
6000 American Pkwy
Madison, WI 53783

CONTACT NAME Douglas Kruce

PHONE (A/C No, Ext): (402) 423-1224 FAX (A/C No):

EMAIL ADDRESS: dkruce@amfam.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
SOUTHEAST LIBRARY SYSTEM
5730 R STREET SUITE C1
LINCOLN, NE 68505

INSURER A: United States Liability Insurance Company 25895

INSUREB B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NBP1567985C	07/01/2026	07/01/2027	EACH OCCURENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
	UMBRELLA LIAB						EACH OCCURENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

CERTIFICATE HOLDER

Southeast Library System
5730 R St
Suite C1
Lincoln, NE 68505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: **2420**LOC #: **All****ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY AMERICAN FAMILY BROKERAGE, INC.		INSURED SOUTHEAST LIBRARY SYSTEM 5730 R STREET SUITE C1 LINCOLN, NE 68505
POLICY NUMBER NBP1567985C		
CARRIER United States Liability Insurance Company	NAIC CODE 25895	EFFECTIVE DATE: 7/1/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **ACORD 25** FORM TITLE: **CERTIFICATE OF LIABILITY INSURANCE**

COVERAGE PART	LIMITS
Businessowners Liability	
Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
General Aggregate	\$2,000,000

**CITY OF CRETE, NEBRASKA
EVENT CONTRACT – COMMUNITY ROOM**

This agreement is entered into between the City of Crete, Nebraska ("City") and Southeast Library System ("Lessee") upon the date of signature by both parties.

AGREEMENT:

In consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

- §1 Lessee shall be entitled to possess and use the Community Room and nearby restrooms ("Premises") located at 1515 Forest Avenue solely for the following event:

Event Description: Summer Reading Workshop

Event Date & Time: November 20, 2026, 9:00am to 4:00pm

Lessee may reserve the use of the kitchen facilities within the Premises for an additional fee.

Lessee shall not have exclusive use of the City's facilities and shall conduct its activities so as not to interfere with activities or business carried on by the City or any other person using the City's facilities.

- §2 Lessee shall pay a rental fee of \$25.00 per hour for the use of the Premises and shall provide a \$350.00 cash or credit security deposit. The City may require all or part of any fees, charges, or deposits to be paid at the time a reservation is made. Sales tax shall be required on all fees and charges paid to the City unless Lessee is a tax exempt entity. Such taxes shall be in addition to all amounts set forth herein.
- §3 Lessee may use the audio visual equipment that already exists in the Premises. The City shall set up and, if needed, operate the equipment for an additional charge of \$50.00 per hour.
- §4 Lessee may use the furniture that already exists in the Premises. The City shall make the requested number of tables and chairs available, and Lessee shall be responsible for setting up and arranging such furniture within the Premises.
- §5 Lessee shall be responsible for inspecting any equipment or furniture before its use and accepts any equipment it uses on an as-is basis. Equipment shall be returned in the same condition, and Lessee shall be responsible for any damage or loss to the equipment or furniture beyond reasonable wear and tear.
- §6 Lessee or their agent shall be present at the Premises at all times throughout the event. Lessee shall provide adequate and appropriate supervision of and is solely responsible for all persons invited to, participating in, or associated with the event, and Lessee further understands and acknowledges that all city facilities are under video surveillance for the protection of city property.
- §7 Lessee shall be responsible for fully cleaning the Premises after the event is over, which includes, but is not limited to, picking up and properly disposing of all garbage, wiping down all tables and chairs, removing any decorations, and vacuuming and moping the floors.
- §8 No smoking, tobacco products, paint, ink, explosive or flammable substances, or hazardous, toxic, or caustic chemicals are allowed in any of the City's facilities.
- §9 Lessee shall not dispense or allow the use or consumption of any alcoholic beverage in violation of any federal, state, or local law, rule, regulation, or policy. Alcoholic beverages of any kind are prohibited unless an Alcohol Use Rider has been executed by both parties and attached to this contract.
- §10 All personal property, including equipment, furniture, and fixtures, placed, kept, or left in the Premises shall be so done at the sole risk of Lessee. The City shall not be liable for any damage or loss caused by theft, burglary, water, fire, or any other cause occurring on or about the Premises.

- §11 All uses of city facilities and services shall comply with any space usage or rental policies adopted by the City, which shall be incorporated herein by reference, and all federal, state, and local laws, rules, and regulations. Lessee shall be responsible for enforcing all such policies, laws, rules, and regulations on its agents, employees, and attendees.
- §12 Lessee shall provide adequate accident liability insurance for the event. An adequate insurance policy shall be, at a minimum, an occurrence general liability policy in the amount of \$1,000,000 that names the City as an additional insured. A Certificate of Insurance must be submitted to the City prior to the scheduled event date.
- §13 Lessee shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its employees, agents, invitees, or guests. Lessee shall have no right to indemnification or contribution from the City for any judgments rendered against it.
- §14 In the event public use of the Premises is interrupted because of any act or regulation of a political entity, epidemics, natural disasters, or other cause beyond the control of either party, this contract may be suspended or terminated by either party without prior notice, and neither party shall be liable for such suspension or termination.
- §15 The City's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach will not constitute a waiver of any rights herein. No custom or practice of the parties which varies from a term of this contract shall be a waiver of any party's right to demand exact compliance, and no conditions or provisions of this contract can be waived unless approved by the City in writing.
- §16 This contract shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.
- §17 This contract and any documents incorporated herein by reference or attached hereto constitute the entire agreement of the parties, and any representations or promises not contained within shall not be binding upon the parties.
- §18 This contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.
- §19 This contract or any amendment to this contract may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one contract or amendment, as the case may be.
- §20 Each section, paragraph, clause, sentence, and word of this contract is intended to be severable. If any part of this contract or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this contract that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CRETE	LESSEE
By: _____ (Signature of Authorized Official)	By: <u>Debora Robertson</u> (Signature)
_____ (Typed or Printed Name/Title)	<u>Debora Robertson</u> (Typed or Printed Name)
_____ (Date)	<u>July 22, 2026</u> (Date)



Master Fee Schedule

Fiscal Year 2025-26

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	\$2.00 per hour
Fax	\$2.00 + \$1.00/page
Glowforge Laser usage	\$5.00 per 30 minutes of laser time
Draftboard (standard 12" x 20") medium (1/8" thick)	\$9.00
Draftboard (standard 12" x 20") thick (1/4" thick)	\$11.00
Cherry Wood Board (standard 12" x 20") light (3/25" thick)	\$25.00
Cherry Wood Board (standard 12" x 20") medium (1/8" thick)	\$25.00
Cherry Wood Board (standard 12" x 20") thick (1/4" thick)	\$30.00

Walnut Wood Board (standard 12" x 20") light (3/25" thick)	\$31.00
Walnut Wood Board (standard 12" x 20") medium (1/8" thick)	\$31.00
Walnut Wood Board (standard 12" x 20") thick (1/4" thick)	\$32.50
Natural Leather (small 5" x 10") thin (1/48" thick)	\$14.00
Natural Leather (small 5" x 10") medium (3/64" thick)	\$17.00
Natural Leather (small 5" x 10") thick (3/32" thick)	\$18.50
Black Acrylic small (5" x 10")	\$6.50
Black Acrylic standard (12" x 20")	\$18.50
Blue Acrylic small (5" x 10")	\$6.00
Blue Acrylic standard (12" x 20")	\$20.00
Clear Acrylic small (5" x 10")	\$6.50
Clear Acrylic standard (12" x 20")	\$18.50
Red Acrylic small (5" x 10")	\$6.00
Red Acrylic standard (12" x 20")	\$20.00
Yellow Acrylic small (5" x 10")	\$6.00
Yellow Acrylic standard (12" x 20")	\$20.00
Green Acrylic small (5" x 10")	\$6.00
Green Acrylic standard (12" x 20")	\$20.00
Cricut Machine Usage	\$1.00 per session

Parks and Recreation

Recreation Programs*

Adult Coed Softball	\$450.00
Kickin' It Martial Arts	\$50.00
Micro Soccer	\$30.0
Micro T-Ball	\$30.00
Youth Flag Football	\$50.00
Youth T-Ball	\$30.00
Youth Soccer	\$50.00
Youth Volleyball	\$50.00
Pickleball Program	\$30.00
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.

*Programs facilitated by partner organizations may not be eligible for discounts or waivers.

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	\$50.00
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)
Concession Facilities Use	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	\$200 per hour
2nd Mowing	\$250 per hour
3rd and Subsequent Mowings	\$300 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

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

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	
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	\$100.00 per hour
Skid loader	\$50.00 per hour
Front end loader	\$85.00 per hour
Grader	\$70.00 per hour
Dump Truck - single axle	\$50.00 per hour
Dump truck - double axle	\$50.00 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	\$50.00 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	\$75.00 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
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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	\$22.00
Rate per kWh – Summer	\$0.1150 per kWh
Rate per kWh – Winter	\$0.1150 per kWh for first 650 kWh used; \$0.0940 per kWh over first 650 kWh used

General Service Rates

General Services, all classifications except General Service; Demand, per month	
Customer charge, single phase service	\$36.00
Customer charge, three phase service	\$63.25
Rate per kWh – Summer	\$0.1206 per kWh
Rate per kWh – Winter	\$0.1206 per kWh for first 1,200 kWh used; \$0.1021 per kWh over first 1,200 kWh used

General Service; Demand, per month	
Customer charge	\$92.50
On-peak demand charge – Summer	\$30.79
On-peak demand charge – Winter	\$22.45
Off-peak demand charge – Summer	\$10.48
Off-peak demand charge – Winter	\$22.45
Rate per kWh – All seasons	\$0.0495 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	\$250.00
On-peak demand charge – Summer	\$29.27
On-peak demand charge – Winter	\$22.50
Off-peak demand charge – Summer	\$9.13
Off-peak demand charge – Winter	\$22.50
Rate per kWh – All seasons	\$0.0436 per kWh

Minimum Bill:

The greater of:

- (a) The demand charge plus the energy charge, and the customer charge; or
- (b) One dollar and fifty cents (\$1.50) per KVA of installed transformer capacity.

Large Power Service; LP2, per month	
Customer charge	\$250.00
On-peak demand charge – Summer	\$28.14
On-peak demand charge – Winter	\$21.32
Off-peak demand charge – Summer	\$8.86
Off-peak demand charge – Winter	\$21.32
Rate per kWh – All seasons	\$0.0424 per kWh

Irrigation Service Rates

Customer charge	\$55.00
On-peak HP charge	\$100.45
Off-peak HP charge	\$34.92
Rate per kWh	\$0.0901 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 \$125. 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	\$10.70
Rate per kWh – Summer	\$0.0671 per kWh
Rate per kWh – Winter	\$0.0671 per kWh

Rental Lighting (PL)	
Customer charge	\$10.70
PL1 – 40 watt LED light	\$8.24 per fixture
PL2 – 100/150 watt sodium vapor light	\$8.24 per fixture
PL3 – Greater than 40 watt LED light	\$15.68 per fixture
PL4 – 250 watt sodium vapor light	\$15.68 per fixture

Rental Lighting (ML)	
Customer charge	\$10.70
ML1 – 40 watt LED light	\$4.65 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.65 per fixture
ML3 – Greater than 40 watt LED light	\$6.05 per fixture
ML4 – 250 watt sodium vapor light	\$5.72 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	\$13.91 per meter

Three phase meter	\$31.03 per meter
Customer charge – Over 240 volts	
Single phase meter	\$31.03 per meter
Three phase meter	\$54.57 per meter
Rate per kWh for energy purchased by the City	\$0.0404 per kWh

Cogeneration CG2	
Customer charge – 240 volts or less	
Single phase meter	\$13.91 per meter
Three phase meter	\$31.03 per meter
Customer Charge – Over 240 volts	
Single phase meter	\$31.03
Three phase meter	\$54.57
Rate per kWh for energy purchased by the City	\$0.0404 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	\$0.05100 per kWh
Generator nameplate rating greater than 25 kW	\$0.05506 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.

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 for 2 waivers. \$5.00 per day for 3+ waivers. This shall reset every 2 years

Sewer Service

Sewer Service Rates

All Residential Service Classes	
Customer charge	\$32.08
Rate per 1,000 gallons of water consumption	\$2.84
All Commercial Service Classes	
Customer charge	\$34.99
Rate per 1,000 gallons of water consumption	\$2.84
Commercial Variable	
Customer Charge	\$35.69
Rate per 1,000 gallons of water consumption	\$2.84
All Industrial Service Classes	
Customer charge	\$32,400.00
Rate per 1,000 gallons of water consumption	\$1.99

- 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.
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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	\$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 for 2 waivers. \$5.00 per day for 3+ waivers. This shall reset every 2 years

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	\$20.00
2 Carts	\$26.00
Yard Waste, optional	\$12.00
Additional carts (garbage or recycling)	\$6.00 per cart

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	\$24.38
1"	2.67	\$39.84
1 1/2"	3.33	\$80.71
2"	5.33	\$129.00
3"	10.00	\$240.80
4"	16.66	\$402.17

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	\$1.08 per 1,000 gallons
Over the first 50,000 gallons used	\$0.90 per 1,000 gallons
Over the first 100,000 gallons used	\$0.90 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	\$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 for 2 waivers. \$5.00 per day for 3+ waivers. This shall reset every 2 years.

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.



Gift and Donation Acceptance Policy

I. **Purpose and policy**

The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the City of Crete. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City.

Guidelines/standards for accepting gifts or donations established by this policy will apply to all donations or gifts made after the effective date of this policy. The policy may be amended or repealed, in whole or in part, by Crete City Council

II. **Types of Donations**

Donations may be offered in the form of cash, real or personal property. Designated donations means those donations that the donor specifies for a particular City department, location, or purpose. Undesignated donations means those donations that are given to the city for an unspecified use.

III. **Consistency with City Interests**

Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of the City of Crete. The city must always consider public trust and comply with all applicable laws when accepting donations.

IV. **Guidelines/Standards for Accepting Donations**

a. Acceptance of undesignated Donations of Cash or Tangible Items

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. City employees shall not personally benefit from any donations offered. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrants acceptance of the donation. The following points list the threshold amounts for donation acceptance.

- i. Offers of donations of cash or items valued at \$2,500 or below may be accepted by Department Heads.
- ii. Offers of donations of cash or items valued at more than \$2,500 and up to \$30,000 may be accepted by the City Administrator.
- iii. Offers of donations of cash or items valued at more than \$30,000 must be accepted by the City Council. Donations valued at more than \$30,000

shall be accepted through a written agreement consistent with these guidelines and approved by the City Council.

- iv. Offers of donations for gratuitous purposes (e.g., holiday gift baskets, etc.) to any employee, department or the City shall be made available to the benefit of all employees.

b. Acceptance of Designated Donations of Cash or Tangible Items

- i. Based on the value of the donation offer as outlined in Section 3 above, appropriate City staff will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:
 - 1. Consideration of an immediate or initial expenditure is required to accept the donation.
 - 2. The potential and extent of the City's obligation to maintain, match, or supplement the donation.
 - 3. The donation will not conflict with any provisions of the law and shall not conflict with the comprehensive plan.
 - 4. The net value added to the community through the donation.

V. Acknowledgement of Donations

- a. A Donation Acceptance Form is required to be completed by the receiving Department Director or the City Administrator for all donations provided to the city.
- b. Acknowledgement of the donation should be in writing and be the responsibility of the Department Director who is the beneficiary of the donation. Undesignated donations shall be acknowledged by the City Administrator. A copy of the acknowledgement shall be forwarded to donors.
- c. The Donor Acceptance Form including the donor names and donation amounts are public information subject to disclosure pursuant to the Nebraska Public Records Laws (Neb. Rev. Stat. §§ 84-712-84-712.09)

VI. Declined Donations

- a. The City of Crete reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to be not in the best interests of the City.

VII. Ownership of Donations

All donations or gifts shall become the sole property of the City unless determined otherwise by the City Council. All donations are irrevocable and final upon receipt by the City.

Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into by and between the parties listed below as of the Effective Date, and signed by a representative of each entity, who attests to having the necessary power and authority to bind the respective party:

“Caselle”	“Customer”
Entity Name: Caselle LLC	Entity Name:
Address: 1656 S. East Bay Blvd Suite 100 Provo, UT 84606	Address:
Contact: Farrah Brown	Contact:
Phone Number: 801-850-5078	Phone Number:
Email Address: fkb@caselle.com	Email Address:
Signature 	Signature:
Name: Chad Jarvi	Name:
Title: President	Title:
“Effective Date”:	

In consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
 - 1.1. “**Customer Data**” means all electronic data and information processed or stored through the Hosted Services by Customer or on Customer’s behalf, but shall not include payment records, credit cards or other information Customer uses to pay Caselle, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.

- 1.2. **"Data Protection Laws"** means all state, foreign, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance, and any industry rules or self-regulatory codes of conduct relating to data protection, privacy, data security, electronic communications, or data security incidents that are applicable to Customer or Customer Data.
- 1.3. **"Documentation"** means any user manuals and other documentation that Caselle makes available to assist in the integration or use of the Hosted Services or On-Premise Software.
- 1.4. **"Hosted Services"** means Caselle's cloud-based services, applications and modules listed in an Order and hosted by or on behalf of Caselle for Customer, excluding all third party software.
- 1.5. **"On-Premise Software"** means Caselle's software products listed in an Order to be delivered as licensed software and deployed on Customer's premises in accordance with the terms of this Agreement and the Order.
- 1.6. **"Order"** means a quote, statement of work, invoice, or an order, furnished by Caselle to Customer, for access to the Hosted Services, for limited license to the On-Premise Software, or for other Services to be provided by Caselle to Customer. The Order is incorporated into and made a part of this Agreement.
- 1.7. **"Personal Data"** means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular data subject, including without limitation, all information defined as "Personal Data," "Personal Information" or analogous definitions in applicable Data Protection Laws.
- 1.8. **"Services"** means the Hosted Services and/or On-Premise Software (as applicable) and the installation, initial training, configuration, customization, data conversion, and other services described on an Order, excluding Support.
- 1.9. **"Support"** means the support services for the Hosted Services or On-Premise Software as set forth in Section 2.4 of this Agreement.
- 1.10. **"User"** means any person who uses the Hosted Services on Customer's behalf or through Customer's accounts or passwords, whether authorized or not, including without limitation Customer's employees, representatives, consultants, contractors and agents.

2. SERVICES

- 2.1. Subscription and License Types. Caselle makes services available both in the form of a subscription to Hosted Services and a limited license to On-Premise Software. Certain terms and conditions of this Agreement apply only to the Hosted Services or to the On-Premise Software. Customer acknowledges and agrees that the delivery method of the Services (subscription to Hosted Services or limited license to On-Premise Software) indicated in an Order will determine the applicability of those terms and conditions under this Agreement. Notwithstanding the foregoing, Caselle generally permits (upon request and with Caselle prior approval) the transition during the term of an Order from On-Premise Software delivery to Hosted Services delivery. If Customer so requests and Caselle approves, Customer acknowledges and agrees that (a) Customer's acceptance of the Hosted Services constitutes Customer's agreement to the applicable terms of this Agreement governing Hosted Services, (b) Customer may incur an additional fee for transition as agreed upon by the parties in writing, and (c) Caselle will not be

liable to Customer for any losses (including loss of data or profits) that Customer may incur as a result of such transition.

- 2.2. Authorization. Subject to the terms and conditions of this Agreement (including without limitation Customer's timely payment of all fees and compliance with all other obligations and restrictions set forth in this Agreement) and to the extent applicable in accordance with Customer's Order, Caselle:
- (a) grants to Customer permission to access and use the functionality of the Hosted Services, for the limited purposes described in the Documentation, throughout Customer's applicable service period; and/or
 - (b) grants Customer a license, during Customer's applicable license period, to reproduce and use the On-Premise Software, solely in the form furnished by Caselle to Customer, on Customer's own server(s) for the limited purposes described in the Documentation.
- 2.3. Delivery of Services. Upon payment by Customer of the applicable fees, Caselle will provide the Services as set forth in the applicable Order. If applicable based on Customer's Orders, Caselle will make the On-Premise Software available for electronic download.
- 2.4. Support. Caselle will use reasonable efforts during the term of this Agreement to make the Hosted Services available for Customer's authorized use twenty-four (24) hours per day, 365 days per year, subject to any planned or unplanned downtime. Caselle will use reasonable efforts to limit planned downtime to 11:00 pm Saturday to 1:00 am Sunday (Eastern Standard Time). Caselle will use reasonable efforts to communicate unplanned downtime via email or through the Hosted Services. Caselle's support primarily consists of responses to system operational configuration questions, troubleshooting assistance, and responses to occasional how-to questions concerning the Services. Support will not include, and Caselle will have no responsibility with regard to, any issues related to or arising from (a) Customer's or a third party's hardware, infrastructure or network, (b) any changes made other than by Caselle or its representatives, (c) format changes to any file used to import from, or export data to, a third party, or (d) training of personnel. Extended Support fees may apply and be assessed to Customer for any issues not covered by standard Support. Caselle will have representatives available for phone, email and internet support from 7:30 am to 5:30 pm (Mountain Standard Time) Monday through Friday (except designated federal and/or business holidays). To the extent applicable, Caselle will take reasonable measures to backup Customer Data each business day Monday through Friday (except designated holidays).
- 2.5. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Hosted Services or On-Premise Software, as the case may be.
- 2.6. Hosted Services Revisions. Caselle may revise Hosted Services features and functions at any time, including without limitation by removing such features and functions or reducing service levels.
- 2.7. Ownership. The permissions and the license granted to Customer above are non-exclusive, non-transferable (unless assignment is approved by Caselle in accordance with Section 10.6), non-sublicensable, revocable, and subject to any applicable restrictions or limitations set forth in an Order and this Agreement. All rights not expressly granted to Customer are reserved by Caselle

and its licensors. Without limiting the foregoing, all ownership and other proprietary interests in and to the Documentation and the Hosted Services, On-Premise Software and all fixes, upgrades and updates thereto, and other Services, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights embodied in or associated with the same, are and shall remain with Caselle and/or its licensors, as applicable. Neither this Agreement nor access to the Hosted Services or limited license to the On-Premise Software will be construed as transferring title or any ownership right or interest in the same to Customer. Upon termination of this agreement, Customer's limited license terminates, and Customer must, if applicable, return all copies and modifications of the On-Premise Software to Caselle within 30 days of receipt of written notification of such termination from either party.

- 2.8. Feedback. If Customer provides any feedback, enhancement requests, recommendations, comments, or suggestions (collectively, "**Feedback**") about Caselle or the Services, Customer agrees that Caselle may freely use such Feedback in its discretion without any obligation, attribution, or compensation to Customer, and Customer waives all rights in the Feedback.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

- 3.1. Acceptable Use. The Services are for commercial use only. Customer shall comply with the Documentation. Customer shall not, nor will Customer allow anyone else to, directly or indirectly: (a) use the Services for any purpose other than Customer's own internal business purposes including, without limitation use for service bureau or time-sharing purposes or in any other way sublicense or allow third parties to use or exploit the Services, (b) permit any third party, other than Users with appropriate access authority, to access or use the Services without Caselle's consent, including without limitation providing Services passwords or other log-in information to any third party, (c) share all or any portion of the non-public Services features or content with any third party, (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services, (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler, (f) knowingly upload or permit to be introduced to the Services any data or other information that contains any worms, vulnerabilities, viruses, Trojan horse, or any other code, routine, program or mechanism of a destructive or malicious nature that permits unauthorized access into, disables, partially or wholly erases, or otherwise adversely affects the Services or the systems on which the Services are hosted, (g) reverse engineer, disassemble, decompile, decode, or adapt the Services, or any part thereof, or otherwise attempt to derive or gain access to the source code of the Services, (h) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Services or part thereof, (i) interfere with or disrupt servers or networks connected to the Services, or bypass or breach any security device, license key or protection used for or contained in the Services, (j) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any of Caselle's or any other party's intellectual property rights or that violates any applicable law, (k) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or Caselle systems, including, without limitation, to conduct penetration

or similar testing, or (I) remove any disclaimer, copyright, trademark, proprietary rights, or other notice on or in the Services.

- 3.2. Customer Obligations. Customer assumes full responsibility for the use and results obtained from the use of the Services. Customer acknowledges that various third-party hardware, software and services are required to use the Services or certain features thereof, and Customer will be solely responsible for obtaining the same, at its expense and in accordance with all applicable specifications in the Documentation and Order, as needed. If Customer is using On-Premise Software and Caselle provides a fix, upgrade or update, Customer agrees to immediately install and/or use such fix, upgrade or update and discontinue use of the previous version of the On-Premise Software. For Hosted Services, any upgrades and other modifications we may create to improve the performance of the Services may be automatically installed without providing any additional notice or receiving consent from Customer.
- 3.3. Users. Customer is responsible and liable for: (a) Users' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting its passwords and other log-in information. Customer shall notify Caselle immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use best efforts to stop said breach.
- 3.4. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws and regulations.

4. CUSTOMER DATA

- 4.1. Use of Customer Data. Customer grants Caselle a worldwide, non-exclusive, royalty free, transferable, sub-licensable, perpetual, irrevocable right and license to access and use Customer Data (a) to provide the Hosted Services to Customer, (b) to share it with our affiliates and service providers for the purpose of providing the Hosted Services, (c) to contact Customer for marketing purposes, or (d) as required by applicable law or by proper legal, governmental or regulatory authority. Customer retains all right, title, and interest in and to Customer Data, subject to the rights granted to us in the Agreement. Customer is solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and right to use Customer Data submitted to Caselle through the Services as well as the consequences, ramifications, and results of sharing Customer Data with Caselle. Caselle is not under any obligation to review Customer Data and shall not be liable or responsible for the content, accuracy, or appropriateness of, or the right to use Customer Data to perform the Services. Caselle may retain third parties to assist it in performing its obligations under this Agreement or any Order provided that such third parties shall share Caselle's legal obligations with respect to Customer Data as set forth herein. Such third parties shall be referred to as Subprocessors herein. If required by Data Protection Laws, Caselle will notify Customer before engaging any Subprocessor to process Customer Data. Caselle shall not sell Customer Data or share it with any third party for cross-contextual behavioral advertising. Caselle shall not, except as otherwise required or permitted herein, in an Order, or in other written direction from

Customer, disclose Customer Data to any third party. To the extent Customer or Users provide Personal Data in connection with the use of the Services, Customer is responsible for and warrants that Customer will obtain the necessary rights and consents under applicable law to disclose to Caselle, and allow Caselle to collect, use, retain, and disclose information that Customer provides to Caselle which Caselle is enabled to collect, including information using cookies or other similar means. Caselle also shall not combine Personal Data within the Customer Data with any data received from or on behalf of any third party. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Caselle to use reasonable commercial efforts to restore the lost or damaged content or data from the latest back-up of such content or data maintained by Caselle. Caselle will not be responsible for any loss, corruption, destruction, alteration or disclosure of Customer Data caused by Caselle or any third party.

- 4.2. Security. Caselle shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data. Further, Caselle shall arrange for backup of Customer Data each business day to the extent applicable.
- 4.3. De-Identified Data. Caselle shall own all rights in and may collect, use, transfer, or share De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. "**De-Identified Data**" refers to Customer Data that has been processed so that it does not (a) contain Personal Data or (b) permit the identification of Customer.
- 4.4. Return or Destruction. Upon the termination or expiration of this Agreement, Caselle will return or securely destroy, at Customer's option, all Customer Data in Caselle's possession in a format of Caselle's choosing. If Customer elects the return of Customer Data, Caselle will securely destroy all Customer Data after such return. If Customer does not elect for the return of Customer Data within sixty (60) days of the termination or expiration of this Agreement, Caselle will securely destroy the Customer Data. Further, upon Customer request and for an additional fee, Caselle may assist Customer with installation and/or configuration of Customer Data on a local network. The obligations above do not apply to De-Identified Data.
- 4.5. Required Disclosure. Notwithstanding anything to the contrary in this Agreement, Caselle may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Caselle shall give Customer prompt notice of any such legal or governmental demand unless prohibited from doing so, and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. Risk of Exposure. CUSTOMER RECOGNIZES AND AGREES THAT HOSTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN ACCESSING AND USING THE SERVICES, CUSTOMER ASSUMES ALL SUCH RISKS. CASELLE OFFERS NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER DATA WILL NOT BE EXPOSED OR DISCLOSED THROUGH ERRORS OR THE ACTIONS OF THIRD PARTIES.
- 4.7. Data Accuracy. Caselle will have no responsibility or liability for the accuracy of Customer Data.
- 4.8. Regulatory Compliance. Caselle shall reasonably cooperate with Customer, at Customer's expense and on reasonable notice, to allow the Customer to take reasonable and appropriate

steps to ensure that Caselle's processing of Customer Data is consistent with Data Protection Laws. If Customer determines that Caselle's processing of Customer Data is inconsistent with Data Protection Laws or exceeds the authorization that Customer has authorized under this Agreement or in an Order, Caselle shall reasonably cooperate with Customer, at Customer's expense, to stop and remediate such processing.

- 4.9. Security Incidents. In the event either Customer or Caselle becomes aware of the unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to Customer Data (a "**Security Incident**"), the party shall notify the other without undue delay, and, in any event, within five (5) days. The parties shall reasonably cooperate to determine the scope and cause of the Security Incident and to remediate the cause and effects of the Security Incident. Such cooperation shall include a continuing duty to share all information reasonably available to the party regarding the scope, nature and effects of the Security Incident. If Data Protection Laws require notice of a Security Incident to be given to government authorities or individuals, Customer shall promptly undertake such notifications at Customer's expense. Likewise, if Data Protection Laws require remedial action (which may include, without limitation: notice to credit reporting agencies, media, or other entities; support for affected individuals; and credit monitoring services), Customer shall promptly provide such remedial action at Customer's expense. Caselle will not inform any third party (except as legally or contractually required) of the Security Incident without Company's prior written consent.
- 4.10. Requests from Regulators and Individuals. If Caselle receives any inquiry or request from a government body or individual regarding the processing of Personal Data within the Customer Data, Caselle shall, unless prohibited by law, promptly forward such inquiry or request to Customer. Where such request is forwarded to Customer, Customer shall have the sole responsibility to respond to such inquiry or request. Caselle shall reasonably cooperate, at Customer's expense, with Customer as needed to respond to such inquiry or request.

5. PAYMENT OF FEES

- 5.1. Fees. Customer agrees to pay Caselle the fees set forth in Orders. Fees will be invoiced and paid in U.S. dollars. Unless otherwise specified in an Order, each invoice is due and payable at the invoice due date. Further, unless otherwise set forth in an Order, Caselle may increase the fees for any renewal period. Upon Customer request, Caselle will provide notice of any fee increases prior to renewal. No Support will be rendered to the Customer if any fees are overdue.
- 5.2. Interest, Taxes and Withholdings. Overdue payments will result in a 10% late payment fee. The fees set forth in this Agreement are exclusive of, and Customer will pay, all taxes, duties and other charges or fees imposed by governmental authorities arising out of this Agreement or the use of the Services by Customer. In the event that Caselle is required to pay any tax or duty (other than taxes based on Caselle's net income), Customer will reimburse Caselle for any and all such payments.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement will commence on the Effective Date and continue until this Agreement has terminated or all Orders have been terminated, whichever occurs first. Except as otherwise set forth in an Order, the initial term of each Order will be for the period of time

from when the Order becomes effective until the date that is one (1) year from the date when Caselle begins providing Services. Each Order will automatically renew after its initial term for successive one (1) year periods, unless either party refuses such renewal by written notice thirty (30) or more days before the renewal date.

- 6.2. Termination for Cause. Either party may terminate this Agreement, including all active Orders, for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Caselle's other rights and remedies, Caselle may suspend or terminate Customer's or any User's access to the Services at any time, without advance notice, if Caselle reasonably believes that Customer or such User has conducted itself in a way that is not consistent with the Documentation or the other requirements of this Agreement, in a way that puts the Services at risk, or in a way that subjects Caselle to potential liability.
- 6.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all permissions and other authorizations granted by Caselle to Customer under this Agreement will terminate and Customer shall (a) cease using the Services, (b) pay within thirty (30) days all amounts remaining unpaid under this Agreement, and (c) return all copies of Caselle's Confidential Information to Caselle or certify, in writing, the destruction thereof. Sections 2.7, 2.8, 3, 4, 5, 6.3, 7, 8, 9, 10, and any other provisions of this Agreement that, by their terms, contemplate continuing effectiveness beyond the term of this Agreement, will survive termination or expiration of this Agreement.

7. CONFIDENTIALITY

- 7.1. Confidential Information. "**Confidential Information**" means: (a) all software code, documentation and other materials included in or furnished by Caselle as part of the Services; and (b) any other non-public technical or business information of Caselle (or its licensors), including without limitation any information relating to Caselle's techniques, algorithms, software, hardware, firmware, know-how, current and future products, services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, strategies, marketing plans and information, the terms and conditions of this Agreement, and any other information of Caselle (or its licensors) that is conspicuously identified as confidential or proprietary at the time of disclosure or that Customer should otherwise reasonably understand to be confidential or proprietary to Caselle or its licensors due to the nature of the information or the circumstances of its disclosure.
- 7.2. Obligations. Customer will maintain the confidentiality of the Confidential Information using at least the same measures employed to protect Customer's own confidential information and in no event less than reasonable measures. Customer will limit the disclosure of Confidential Information to only its personnel with a bona fide need to access such Confidential Information in order to exercise Customer's rights and obligations under this Agreement, and then only provided that each such person is bound by a written confidentiality agreement that contains restrictions at least as protective as those set forth in this Agreement. Customer shall not use, publish, duplicate, exploit or dispose of Confidential Information with respect to its performance of its duties under this Agreement.

- 7.3. Injunction. Customer agrees that Caselle will suffer irreparable harm in the event that Customer breaches any obligations under this Section 7 and that monetary damages will be inadequate to compensate Caselle for such breach. In the event of a breach or threatened breach of any of the provisions of this Section, Caselle, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity and without the necessity of posting bond or proving that it has no adequate remedy at law, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. From Caselle. Caselle warrants that the Services: (a) will be provided in a professional manner and otherwise in accordance with generally recognized industry standards; and (b) will conform in all material respects to the Documentation. Customer's sole and exclusive remedy for any breach of the above warranty will be for Caselle to use commercially reasonable efforts, at no charge to Customer, to correct the non-compliance.
- 8.2. From Customer. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement. Customer represents that it has the requisite expertise to evaluate the suitability of, and has undertaken its own investigation of the suitability of, the Services and that it has relied upon its own skill and judgment in selecting the Services. Customer agrees it has determined that the Services meet Customer's needs. Customer assumes the entire risk of using the Services. Customer also represents and warrants that (a) its use of Customer Data complies with Data Protection Laws; (b) it has the legal right to use Customer Data and (c) it has the legal right to allow Caselle to process such Customer Data as set forth in this Agreement and any applicable Order.
- 8.3. Services Disclaimers. Except to the extent set forth in Section 8.1, THE SERVICES ARE PROVIDED AND ACCEPTED BY CUSTOMER "AS IS," AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF HIDDEN OR LATENT DEFECTS, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. CASELLE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR FREE, SECURE OR WITHOUT DEFECT, WILL BE ACCURATE, RELIABLE OR CORRECT, WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, WILL BE VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS, OR THAT ALL FAILURES OF THE SERVICES WILL BE CORRECTED. CASELLE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, SYSTEM OR NETWORK FAILURES OR FAILURES IN THE SYSTEMS OF CASELLE'S THIRD PARTY SERVICE PROVIDERS. CASELLE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THIRD PARTY ACTS OR OMISSIONS INCLUDING, WITHOUT LIMITATION, LOSS OF CUSTOMER DATA. FURTHERMORE, CASELLE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE

CONDITIONS OF ANY OF CASELLE'S WEBSITES OR HOSTED SERVERS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE OR TELECOMMUNICATIONS PROVIDERS, AND FOR ANY OTHER REASON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) CASELLE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY THIRD PARTY HOSTED SERVICES OR HARDWARE.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 9.1. Maximum Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASELLE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES (INCLUDING IN RELATION TO THE SEPARATE SPECIFIC TERMS) TO CUSTOMER OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (a) THE AMOUNT OF ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND/OR THE THIRD PARTY, OR (b) THE AMOUNTS PAID TO CASELLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY CASELLE. UNDER NO CIRCUMSTANCES WILL CASELLE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM HACKING OR OTHER UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT, CUSTOMER DATA OR ANY OTHER INFORMATION OF CUSTOMER OBTAINED BY CASELLE IN RELATION TO CUSTOMER'S USE OF THE SERVICES. IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER EXPRESSLY WAIVES ITS RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
- 9.2. Exclusion of Damages. IN NO EVENT WILL CASELLE BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM LOST REVENUE, LOSS OF BUSINESS, LOST OF ACTUAL OR ANTICIPATED PROFITS, LOST SAVINGS, LOSS OR CORRUPTION OF CUSTOMER DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, INJURY, DEATH, OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ALL REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF CASELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION.

- 9.3. Basis of Bargain. The foregoing limitations and exclusions are an essential part of the parties' agreement and will apply even if any remedy fails in its essential purpose.
- 9.4. Customer Indemnity. Customer agrees to defend, indemnify and hold Caselle, its parent, subsidiaries, affiliates, officers, managers, directors, shareholders, members, employees, agents and representatives harmless from and against any and all claims, losses, liabilities, damages, judgments, penalties, costs and expenses (including but not limited to reasonable attorneys' fees and collection costs) arising out of or related to (a) any suit, claim or proceeding relating to the processing of Customer Data, (b) Customer's or Customer's employees', agents', representatives' or Users' (collectively, "**Customer's Representatives**") use or misuse of the Services or negligent or willful misconduct, (c) any activity occurring under Customer account(s), (d) any misrepresentation by Customer, (e) Customer's Representatives' acts or omissions in connection with the Services, Customer's business operations, or Customer's products or services, (f) Customer or Customer's Representatives' violation of the rights of any third party including, without limitation, intellectual property rights or privacy rights, (g) any actual or alleged breach of Customer's representations, warranties or obligations set forth in this Agreement, the Order or the Documentation, (h) Customer's violation of any applicable law, rule or regulation, (i) any claim by Customer's customers in connection with the Services, Customer's business operations or Customer's products or services, and (j) any third party's access to Customer's account or the Services using Customer's account credentials.

10. MISCELLANEOUS

- 10.1. Independent Contractors. Caselle and Customer are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.2. Notices. Caselle may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received twenty-four (24) hours after they are sent. Customer may send notices pursuant to this Agreement to sales@Caselle.com and such notices will be deemed received seventy-two (72) hours after they are sent. Either party may also send notices to the other party at the address provided in the introduction via recognized overnight carrier, and such notices will be deemed received the following business day if sent for next day delivery.
- 10.3. Severability. If any term or provision of this Agreement should be declared unlawful, void or unenforceable, the remaining terms and provisions of this Agreement shall be unimpaired and remain in full force and effect, and the unlawful, void or unenforceable term or provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under applicable law.
- 10.4. Entire Agreement. This Agreement, together with any Orders and documents referenced in this Agreement, constitutes the entire agreement and understanding between Caselle and Customer relating to the subject matter of this Agreement and supersedes any and all previous and contemporaneous communications, proposals, warranties, representations or agreements, whether written or oral, with respect to the subject matter of this Agreement. Any term or condition in any document provided by Customer that is in addition to or inconsistent with the terms and conditions of this Agreement (but that purports to relate to the subject matter of

this Agreement) is hereby expressly rejected, and Caselle's acceptance of any offer or order of Customer is expressly made in reliance on Customer's assent to all of the terms and conditions of this Agreement.

- 10.5. Conflicts; Order of Precedence. In the event of a conflict between provisions of this Agreement, an Order, the Documentation, or other attachment, the following order of precedence will govern: (1) an Order, with more recent Orders taking precedence over earlier Orders; (2) this Agreement; and (3) the Documentation.
- 10.6. No Assignment. Customer shall not assign this Agreement, any interest in this Agreement, or any rights hereunder, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Caselle's prior express written approval, which approval shall not be unreasonably withheld. Any such purported assignment or delegation by Customer without Caselle's prior written consent will be null and void and of no force or effect. Caselle may assign this Agreement without Customer's prior written consent to an affiliate or in connection with a change of control, merger, acquisition, or sale of all or of substantially all of its assets.
- 10.7. Amendment. Caselle reserves the right, in our sole discretion, to modify or change the Services and/or this Agreement or any part thereof at any time without prior notice to Customer. Caselle may amend this Agreement by posting a Notice of Revision and revised Agreement on its website and/or delivering a Notice of Revision and revised Agreement to Customer through Customer's account (if applicable) or to Customer's contact email address, each of which will be effective as of the time of posting or delivery, as applicable. Customer is responsible for reviewing Caselle's website, Customer account, and contact email account on a regular basis. Customer's access to and use of any of the Services following the posting or delivery of an amendment constitutes Customer's consent to such amendment.
- 10.8. Choice of Law and Jurisdiction. This Agreement and the rights, duties and obligations of the parties hereto are to be governed by, construed and enforced according to the laws of the State of Delaware and applicable controlling U.S. federal law, without regard to any conflict of law rules or principles. Any dispute arising out of or related to this Agreement shall be resolved only in the state or federal courts located in New Castle County, Delaware, and Customer and Caselle hereby submit to the exclusive jurisdiction of such courts. Customer irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Delaware, or to in personam jurisdiction, provided that service is effective. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.9. Force Majeure. Caselle will not be responsible for any delay or failure to perform its obligations specified in this Agreement due to causes beyond Caselle's reasonable control including, without limitation, failure or malfunction of Customer's or third party service provider's equipment, disruptions of Internet protocol ("IP") service through intermediate carriers, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, pandemics, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority.

- 10.10. Waiver. Failure by Caselle to enforce any rights or remedies under this Agreement or any Order will not be construed as a waiver of such rights or remedies, and a waiver by Caselle of a default under this Agreement or any Order in one or more instances will not be construed as constituting a continuing waiver or as a waiver of any other rights or remedies under this Agreement or any Order. Caselle will not be deemed to have waived any rights or remedies under this Agreement or any Order unless such waiver is in writing and signed by a duly authorized representative of Caselle.
- 10.11. Use of Customer Name. Customer hereby consents to Caselle's use of Customer's name and logo to identify Customer as a customer or user of the Services in Caselle's marketing materials.
- 10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[Remainder of page intentionally left blank]

CERTIFICATE *of* SIGNATURE

REF. NUMBER
VQSHE-4TBW5-VA9WG-MANUF

DOCUMENT COMPLETED BY ALL PARTIES ON
10 JUL 2025 18:02:57 UTC

SIGNER

CHAD JARVI

EMAIL
CJARVI@CASELLE.COM

TIMESTAMP

SENT
10 JUL 2025 17:57:24 UTC

VIEWED
10 JUL 2025 18:02:35 UTC

SIGNED
10 JUL 2025 18:02:57 UTC

SIGNATURE



IP ADDRESS
66.168.6.186

LOCATION
WAUNAKEE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 JUL 2025 18:02:35 UTC





**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **the date signed by Client** ("Effective Date") between City of Crete, Nebraska ("Client") and JEO Consulting Group, Inc. ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

Crete Water Main Replacements ("Project").

JEO Project Number: 231835.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

Preliminary Design:	\$ 140,000.00 Lump Sum
Final Design:	\$ 90,000.00 Lump Sum
<u>Bidding and Negotiation:</u>	<u>\$ 7,000.00 Lump Sum</u>
Total Estimated Fee:	\$237,000.00

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

JEO Consulting Group, Inc.



By: Dane Simonsen

Title: Project Manager

Date Signed: 08/05/2026

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q St., Ste 500

Lincoln, NE 68503

Crete Watermain Replacement

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Crete, Nebraska (Owner) wishes to replace various watermain and services in the distribution system that have been identified as undersized. The following project locations are identified:

Location	Approximate Length (ft)
Norman Avenue from W 13 th Street to W 14 th Street	320
W 14 th Street from Norman Avenue to Main Avenue	330
17 th Street from Kingwood Avenue to Juniper Avenue	420
E 15 th Street from Linden Avenue to Ivy Avenue	990
Kingwood Avenue from 13 th Street to 17 th Street	1100
Ivy Avenue from 13 th Street to 17 th Street	1300
Juniper Avenue from 13 th Street to 17 th Street	1350
Kingwood Avenue from 21 st Street to 22 nd Street	330
E 18 th Street from Main Avenue to Linden Avenue	330
E 18 th Street from Kingwood Avenue to Juniper Avenue	400

The work to be performed by the Engineer shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance.

It is assumed that no permanent private easements nor rights-of-way acquisition will be required. It is assumed there will be some areas where temporary easements for construction will be required.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor contract to complete the work. It is assumed the project will be funded via local funds.

BASIC SERVICES [Lump Sum]

DESIGN AND BIDDING PHASES:

PRELIMINARY DESIGN PHASE:

- A. Attend and facilitate one project Initiation/kickoff meeting with Owner/Owner's representatives
 1. Review the project scope, schedule, and project requirements.
 2. Confirm Owner's bidding and procurement requirements for the project.
 3. Confirm with the Owner and designated staff the proposed routes and preferred side of the road for the water main alignments.
- B. Once Owner has provided confirmation to the Engineer of the proposed water alignments and both Owner and Engineer are comfortable with the proposed improvement locations, Engineer will initiate the topo survey for the improvements.

Exhibit "A"

Crete Watermain Replacement

- C. Conduct preliminary topographic surveying:
 - 1. Establish vertical and horizontal control on the State Plane coordinate system near the project areas.
 - 2. Schedule utility location information (a One-Call utility locate request will be made) and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 3. Conduct a topographic survey of the proposed water main routes from center of roadway to ROW.
 - 4. Perform research and field work necessary to determine ROW lines.
 - 5. Survey the locations of all physical features along the proposed route (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees and landscaping, etc.).
 - 6. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, and other appurtenances in AutoCAD®.
- D. Incorporate electronic plans provided by third-party utilities into the project drawings if furnished and not marked in the field.
- E. Prepare 30% preliminary drawings and conduct a plan-in-hand review in the field to confirm the proposed layout and existing drawing information.
- F. Perform an internal quality assurance and quality control (QA/QC) review of the 30% complete plans and specifications. Revise the plans according to comments received.
- G. Provide a digital set of the 30% project plans and opinion of probable construction cost to Owner's representatives for review and comment.
- H. Coordinate and attend a 30% review meeting with Owner representatives.

FINAL DESIGN PHASE:

- A. Revise design plans following receipt of 30% review comments from internal QA/QC and comments from Owner's representatives.
- B. Develop ADA curb ramp design for affected curb ramps in the project area.
- C. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's) and details for the installation of the BMP's.
- D. Prepare special details to illustrate the installation of various features and construction items needed for the project.
- E. Prepare 60% complete plans. Plans sheets to include:
 - 1. Title Sheet.
 - 2. Abbreviation Sheet
 - 3. Location Sheet
 - 4. Survey Control Sheets
 - 5. Site Plan Sheet
 - 6. Traffic Control and Staging Sheets
 - 7. Removals
 - 8. Curb Ramp Sheets
 - 9. Water Main Plan and Profile Sheets
 - 10. Detail Sheets

Exhibit "A"

Crete Watermain Replacement

- F. Conduct an internal 60% QA/QC of the plan set.
- G. Prepare a 60% engineer's opinion of probable construction cost.
- H. Provide a digital set of the 60% project plans and opinion of probable construction cost to Owner's representatives for review and comment.
- I. Coordinate and attend a 60% review meeting with Owner representatives.
- J. Prepare 90% plans for construction.
- K. Prepare 90% specifications and bid documents.
- L. Perform a final 90% QA/QC Review.
- M. Make any revision to plans upon QA/QC Review comments.
- N. Prepare final specifications and bid documents.
- O. Conduct a final review meeting with the Owner to present and review final plans, specifications, and cost opinion.
- P. Create final plan and specification set to be signed and sealed by engineers and a coordinating professional.
- Q. Prepare a final engineer's opinion of probable construction cost and bid form.
- R. Furnish design plans, specifications, bidding documents, engineering drawings, calculations and summaries, where necessary, for application for regulatory permit required by local, state, Agency, or federal authorities. Owner to pay all permit fees.
- S. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be a single bid opening for a single construction contract.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.
- D. Assist the Owner at the bid opening.
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract. Provide Owner letter of recommendation and a completed bid tab.
- F. Prepare and submit necessary information to the Owner for project award approval.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Design Phase:
 - 1. Kickoff Meeting
 - 2. 30% Design Review
 - 3. 90% Design Review
- B. Bidding and Negotiation Phase:
 - 1. Bid Opening

Exhibit "A"

Crete Watermain Replacement

ADDITIONAL SERVICES, NOT INCLUDED:

- A. Potholing of existing utilities.
- B. Storm sewer, sanitary sewer, or other utility design services.
- C. Construction phase services
- D. Funding Assistance
- E. DWEE and SWPPP closeout documentation
- F. Davis-Bacon Wage Rate administration review services.
- G. Preparation of environmental assessments, impact studies or similar studies.
- H. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- I. Land acquisition or easement acquisition services.
- J. Floodplain, Stormwater, Corps 404, or any other permitting, not outlined in the scope of services.
- K. Payment of review and permitting fees.
- L. Cost for publication of notices or other advertisements will be paid by the Owner.
- M. Installation or maintenance of best management practices (BMP's).
- N. Any other item not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Preliminary Field Survey – 60 calendar days following Owner and Engineer confirmation of the proposed alignments
- B. Preliminary Design Phase – 60 calendar days following Preliminary Field Survey
- C. Final Design Phase – 90 calendar days following Preliminary Design Completion
- D. Bidding Phase – 60 calendar days following receipt of regulatory approval/permit

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown

during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES:

Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.