

**Crete City Council Regular Meeting**  
**Tuesday, August 1, 2023 6:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Consent Agenda**

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

**3.A. Approve Meeting Minutes**

- 3.A.1. July 18, 2023 Finance Committee Meeting
- 3.A.2. July 18, 2023 Park and Rec Committee Meeting
- 3.A.3. July 18, 2023 City Council Meeting

**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. Consider the Police Department applying for the traffic safety grant for Drive Sober or Get Pulled Over.**
- 4.B. Consider the funding request for 2023-2024 from Saline County Aging Services in the amount of \$8,007.00.**
- 4.C. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Allo Communications at PON: CRE-01-02.**
- 4.D. Consider Resolution NO.2023-15 A Resolution Of The City of Crete, Nebraska, To Appoint Members Of Its Council To The Saline County Railroad Transportation District.**
- 4.E. Consider an Agreement Between Owner and Engineer For Professional Services from JEO.**
- 4.F. Consider the Application for Special Event Permit SE23-04 from the Crete Chamber of Commerce.**

4.G. Consider a Financial Policy for the City of Crete.

4.H. Consider the Crete Senior Villas Preliminary Plat.

4.I. Consider the Crete Senior Villas Final Plat.

**5. Petitions - Communications - Citizen Concerns**

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

**6. Officers' Reports**

- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

**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](http://www.crete.ne.gov).



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## CITY COUNCIL FINANCE COMMITTEE MEETING

July 18, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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

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

Present: 2, Absent: 1.

#### 3. Items of Business

**3.A. Consider a recommendation to the City Council on Resolution NO. 2023-14 A resolution of the City of Crete, Nebraska setting the notice period to terminate participation in the League Association of Risk Management and the contribution credits corresponding to such termination notice.**

City Administrator Tom Ourada explained that the League Association of Risk Management coverage has gone up. By providing written notice of termination at least 180 days prior to the desired termination date, there is a 5% discount. Last year the council took action to give notice to end the contract this year. When looking at other bids they would have to be really good to do anything other than LARM because it is done through an interlocal agreement, which means that it's not under the lid. There are options to select a commitment and there is a discount

for each option. After reviewing the options, the Finance Committee selected the 180 day and 3 year commitment with a 5% discount.

Recommend the City Council on Resolution NO. 2023-14 A resolution of the City of Crete, Nebraska setting the notice period to terminate participation in the League Association of Risk Management and the contribution credits corresponding to such termination notice.

Recommending the 180-day and 3-year commitment; 5% discount option. Carried with a motion by Ashley Newmyer and a second by Kyle Frans.

Kyle Frans: Aye, Ashley Newmyer: Aye

Aye: 2, No: 0

#### **4. Officers' Reports**

#### **5. Adjournment**



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## CITY COUNCIL PARKS & RECREATION COMMITTEE MEETING

July 18, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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

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#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Present

Ashley Newmyer: Present

Dan Papik: Present

Present: 3.

#### 3. Items of Business

##### 3.A. Consider a recommendation to the City Council on a sports complex project.

City Administrator Tom Ourada provided a presentation on a New Sports and Recreation Complex-Why Do This vs. Why Not

- Investing in the community has made a difference.
- Various concepts have been proposed
- Expanding Tuxedo Park would not address many needs or provide opportunities for the youth
- Building new fields and amenities (at least 6 softball fields) (4 regulation-sized soccer fields) (2 baseball fields) (Recreation area - playground, picnic, trail, etc.)
- The property the City is looking at purchasing is south of town and totals 59+ acres. (includes one well but excludes a large well and pivot.) (costs a little over \$20,000 per acre)
- The City has a 71 acre farm that the other owner is interested in. (Could be used to help offset

- the cost of acquisition) (Balance of the purchase would be funded with utility reserve funds)
- Parks & Rec budget will at least double (But it will not occur for several years)
  - Can transition from Tuxedo Park to South Park with old and new infrastructure in a deliberate and organized manner without deficit spending and without programs suffering.
  - The General fund will grow with the increase in property and sales tax that is the beneficiary of the increases in travel and traffic coming from this project.
  - •Start tonight - Park & Rec Committee•Then Council - •Move some fields over•Construct new•New soccer on limited budget - low cost participation•Rock road and small parking areas•Infrastructure is in place with a well and water, sewer, and power in the vicinity.

Recommend to the City Council a sports complex project. Carried with a motion by Dan Papik and a second by Kyle Frans.

Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 3, No: 0

#### **4. Officers' Reports**

#### **5. Adjournment**



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## CITY COUNCIL REGULAR MEETING

July 18, 2023 at 6:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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City Hall, 243 East 13th Street  
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#### 1. Open Meeting

#### 2. Roll Call

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

Present: 4, Absent: 2.

#### 3. Consent Agenda

Approved the consent agenda as presented. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 4, No: 0

#### 3.A. Approve Meeting Minutes

3.A.1. June 6, 2023 Public Works Committee minutes

- 3.A.2. June 20, 2023 Public Works Committee minutes
- 3.A.3. July 5, 2023 City Council Minutes
- 3.A.4. July 5, 2023 Finance Committee minutes
- 3.A.5. July 5, 2023 Leg.Econ.Devleopment Committee minutes
- 3.A.6. July 5, 2023 Personnel Committee minutes
- 3.A.7. July 5, 2023 Public Safety Committee minutes
- 3.A.8. July 11, 2023 Park and Rec Committee minutes
- 3.B. Accept the City Treasurer's Report
- 3.C. Approve the Payment of Claims Against the City
- 3.D. Approve Cline Williams invoices totalling \$22,599.00

**4. Items of Business**

**4.A. Mayor's Appointment of Anna Burge as City Attorney.**

Approved the Mayor's Appointment of Anna Burge as City Attorney. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 4, No: 0

**4.B. Consider the Change Request-COR #006 in the amount of \$9,014 from Kingery Construction CO. for the Crete Isis Theatre Phase I.**

City Administrator Tom Ourada stated that Shaylene Smith, Executive Director of the Blue River Arts Council explained to the Public Works Committee this change order is being paid from the Daugherty Foundation grant.

Approved the Change Request-COR #006 in the amount of \$9,014 from Kingery Construction CO. for the Crete Isis Theatre Phase I. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 4, No: 0

**4.C. Consider Resolution NO. 2023-14 A resolution of the City of Crete, Nebraska setting the notice period to terminate participation in the League Association of Risk Management and the contribution credits corresponding to such termination notice.**

City Administrator Tom Ourada explained that the League Association of Risk Management coverage has gone up. By providing written notice of termination at least 180 days prior to the desired termination date, there is a 5% discount. Last year the council took action to give notice to end the contract this year. When looking at other bids they would have to be really good to do anything other than LARM because it is done through an interlocal agreement, which means that it's not under the lid. There are options to select a commitment and there is a discount for each option.

After reviewing the options, the Finance Committee selected the 180 day and 3 year commitment with a 5% discount.

Adopted Resolution NO. 2023-14 A resolution of the City of Crete, Nebraska setting the notice period to terminate participation in the League Association of Risk Management and the contribution credits corresponding to such termination notice and selected the 180-day and 3-

year commitment; 5% discount. Carried with a motion by Kyle Frans and a second by Dan Papik.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 4, No: 0

**4.D. Mayor's Proclamation Celebrating September 8th-17th as Welcoming Week.**

Community Assistance Director Marilyn Schacht stated that Welcoming Week is going to be celebrated September 8th-17th and Crete will be starting the celebration with the Back to School Community Picnic on August 1st 2023 at Doane University from 5pm-8pm. During this event Mayor Bauer would be able to attend and read the Proclamation. Mayor Bauer stated that since it is a council meeting night he would be there right after the meeting. Schacht stated that there will be various community organizational booths providing resources.

**4.E. Approve payment of claims to Crete Ace Hardware in the amount of \$2,062.86**

Approved payment of claims to Crete Ace Hardware in the amount of \$2,062.86. Mayor Bauer voted to form a quorum. Carried with a motion by Anthony Fitzgerald and a second by Kyle Frans.

Dan Papik: Abstain (With Conflict), Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dave Bauer: Aye

Aye: 4, No: 0, Abstain (With Conflict): 1

Mayor Bauer voted to form a quorum since Dan Papik abstained with conflict.

**4.F. Consider a sports complex project.**

Tabled considering a sports complex project. Carried with a motion by Ashley Newmyer and a second by Kyle Frans.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 4, No: 0

**4.G. Consider the Contractor's Application No. 2 for Payment from Constructors, Inc. in the amount of \$324,729.53**

Approved the Contractor's Application No. 2 for Payment from Constructors, Inc. in the amount of \$324,729.53 Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye  
Aye: 4, No: 0

**5. Petitions - Communications - Citizen Concerns**

**6. Officers' Reports**

- Chief of Police Young reported the following
  - The Police's National Night Out/Back to School Event will be on August 1<sup>st</sup> at Doane University from 5pm-8pm.

- The Police Department and fire department have been working with students with the flow of things with the construction of the new dorms. Students are scheduled to move in January.
- Working with Nestle Purina on Critical Incident Management
- Human Resource Coordinator, Savannah Anderson has been working with the City employees on the Critical Incident Management.
- Liz Cody, Park and Recreation Director stated the following
  - Thanked the City Council and the Park and Recreation Committee for meeting to discuss the parks facilities
  - July is a dangerous month for children ages 1-4 drowning and mentioned that the Crete Pool is fully staffed
  - Friday, July 21<sup>st</sup> 2023 there will be pool in-service response training
  - Cody has worked to provide alternative to soccer teams to play at another field while the Saline County Fair is at Tuxedo Park.
- Savannah Anderson, Human Resource Coordinator introduced Carlos Mayo who has been working for the Street Department as a new Crete Fire Department Volunteer.
- Tod Allen, Fire Chief stated that Carlos Mayo had been training the previous night.
  - There will be changes to the bylaws
  - Invited everyone to the Crete Volunteer Fire Department BBQ and Raffle on Saturday, July 22<sup>nd</sup> 2023 at 5pm at the County Fair.
- City Administrator, Tom Ourada reported on the following
  - City Attorney, Anna Burge sent a response to Viking Insurance Company of Wisconsin regarding a claim where City property was damaged and was able to get 95% coverage of the replacement costs.
  - Clarified that the Parks and Recreation Committee moved forward with an action to recommend to the City Council to consider a sports complex and the City Council tabled this item until all members of the council are present.
  - Met with the Mayor and the Nebraska Department of Transportation to discuss truck traffic
  - Met with the Economic Development Administration and the Southeast Nebraska Development District to discuss a grant eligible project with the power distribution and transformer at Doane University. This is an 80/20 grant and would possibly help with the 5-million-dollar project. Will be having another meeting with the Denver office to discuss further.
- Mayor Dave Bauer invited everyone to attend the Back-to-School Event at Doane University on August 1<sup>st</sup> 2023 from 5pm-8pm and the Crete Volunteer Fire Department BBQ on Saturday, July 22<sup>nd</sup> 2023 at 5pm
- The City of Crete will be participating in the Saline County Fair Parade on Saturday, July 22<sup>nd</sup> at 1:30pm

**7. Adjournment**

6:32pm

\_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
City Clerk-Treasurer

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

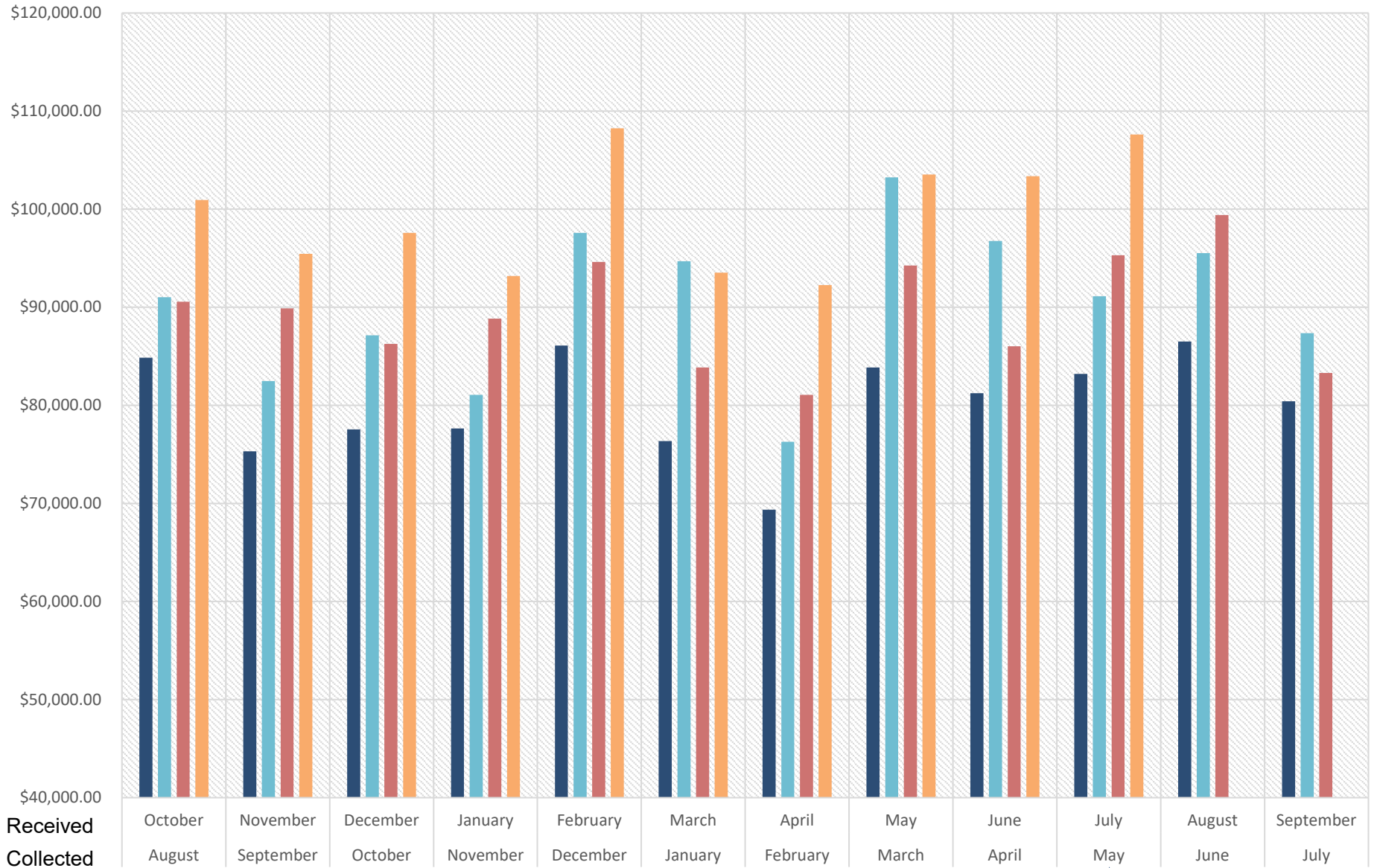
\_\_\_\_\_  
City Clerk-Treasurer (S E A L)

8/1/2023

## City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	FY2023 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds	
August	October	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$100,946.22	11.47%	\$84,867.62	\$50,473.11	\$21,000.00	\$10,500.00	\$18,973.11	(\$4,873.85)	
September	November	\$82,476.13	26.54%	\$89,891.94	8.99%	\$95,435.14	6.17%	\$75,319.18	\$47,717.57	\$21,000.00	\$10,500.00	\$16,217.57	\$0.00	
October	December	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$97,592.24	13.13%	\$77,547.71	\$48,796.12	\$21,000.00	\$10,500.00	\$17,296.12	(\$2,433.43)	
November	January	\$81,061.09	2.17%	\$88,837.18	9.59%	\$93,189.55	4.90%	\$77,647.97	\$46,594.77	\$21,000.00	\$10,500.00	\$15,094.77	(\$8,631.44)	
December	February	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$108,244.80	14.39%	\$86,097.49	\$54,122.40	\$21,000.00	\$10,500.00	\$22,622.40	\$0.00	
January	March	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$93,536.46	11.54%	\$76,356.03	\$46,768.23	\$21,000.00	\$10,500.00	\$15,268.23	(\$18.69)	
February	April	\$76,291.34	16.75%	\$81,072.44	6.27%	\$92,271.35	13.81%	\$69,367.38	\$46,135.68	\$21,000.00	\$10,500.00	\$14,635.68	\$0.00	
March	May	\$103,246.38	32.68%	\$94,261.86	-8.70%	\$103,537.01	9.84%	\$83,858.04	\$51,768.51	\$21,000.00	\$10,500.00	\$20,268.51	(\$103.15)	
April	June	\$96,756.13	38.48%	\$86,024.43	-11.09%	\$103,361.32	20.15%	\$81,233.46	\$51,680.66	\$21,000.00	\$10,500.00	\$20,180.66	\$0.00	
May	July	\$91,114.61	22.82%	\$95,288.64	4.58%	\$107,615.66	12.94%	\$83,196.01	\$53,807.83	\$21,000.00	\$10,500.00	\$22,307.83	(\$2,222.24)	
June	August	\$95,507.91	10.00%	\$99,404.95	4.08%			\$86,519.30						
July	September	\$87,368.56	4.88%	\$83,299.71	-4.66%			\$80,416.44						
Totals		\$1,084,254.67	17.05%	\$1,073,393.32	-0.58%	\$995,729.73	11.83%	\$962,426.65	\$497,864.87	\$210,000.00	\$105,000.00	\$182,864.87	(\$18,282.80)	
								\$1,105,000.00	Budgeted Transfer to General Fund					
								Net Receipts	Monthly Transfer to General Fund					
								\$99,572.97	Average Net Receipts					
								\$92,083.33	Required					

# City of Crete Net 1% Sales Tax Receipts



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



Received  
Collected

October August  
 November September  
 December October  
 January November  
 February December  
 March January  
 April February  
 May March  
 June April  
 July May  
 August June  
 September July

## **Selective Overtime Enforcement Mini-Grant Application**

### **Baseline Information:**

Three years of injury accident data within the city of Crete shows the following:

- **Who:** Drivers are more likely to be injured in traffic accidents within the city of Crete.
- **What:** Minor injuries are the most likely sustained, with the elderly the most documented for serious injuries within the city of Crete.
- **When:** Date shows injury accidents are most likely to occur on Monday from 0500-1800 and Friday from 0700-2100.
- **Where:** Injury accidents are most likely to occur on Main between 5<sup>th</sup> and 18<sup>th</sup>, and at 13<sup>th</sup>/Boswell.
- **Why:** Data shows that injuries occurring from accidents are most likely to be caused by speed, traffic signal violations, stop sign violations, no seatbelts and alcohol.

### **Selective Overtime Enforcement Objective:**

The objective is to participate in the National Drive Sober or Get Pulled Over High-Visibility Enforcement Mobilization August 16, 2023-September 4, 2023. By participating in the grant, the goal of the enforcement is to keep reducing alcohol-impaired fatal and injury accidents.

### **Selective Overtime Enforcement Activity:**

Enforcement activity will be in the form of traffic enforcement by targeting speeding, traffic signal violations, and stop sign violations with an emphasis on identifying and arresting intoxicated drivers.

Locations, days and times for enforcement include:

- Main/5<sup>th</sup> to 13<sup>th</sup>: Monday-Sunday, all hours (Speeding, Traffic signal violation, Stop sign violation, No seatbelts, Driving while intoxicated)
- Main/18<sup>th</sup> to 24<sup>th</sup>: Monday-Sunday, all hours (Speeding, Traffic signal violation, Stop sign violation, No seatbelts, Driving while intoxicated)
- Highway 33/13<sup>th</sup> to 17<sup>th</sup>: Monday-Sunday, all hours (Speeding, Traffic signal violation, Stop sign violation, No seatbelts, Driving while intoxicated)
- 13<sup>th</sup>/Hawthorne to Linden: Monday-Sunday, all hours (Speeding, Traffic signal violation, Stop sign violation, No seatbelts, Driving while intoxicated)
- 13<sup>th</sup>/Boswell to Iris: Monday-Sunday, all hours (Speeding, Traffic signal violation, Stop sign violation, No seatbelts, Driving while intoxicated)
- 12<sup>th</sup> and Main, Monday-Sunday, all hours (Stop sign violation, no seatbelts)

**Selective Overtime Enforcement Budget:**

- 1 officer for 48 hours @ \$45.00 per hour = \$2,160.00
- 1 officer for 24 hours @ \$39.975 per hour = \$959.40

Grand total of funding assistance being requested = \$3,119.40

**Impact Evaluation:**

The numbers of arrests of motorists for driving while intoxicated compared to the number of motorist contacts for traffic infractions during the enforcement period will evaluate motorist compliance with state statutes.



July 14, 2023

Dear Crete Council Members:

It has been a very busy and productive year for Saline County Aging Services, mostly in Crete!

We have been very busy this year with a growing need of Senior support for Medicare, Social Security and Medicaid counseling. This fall we helped Saline County Seniors save approximately \$75,000 during Medicare D Open Enrollment! We continued to go remotely to the Saline Cities and Villages and the numbers grew!!

We are starting a new exercise program called Strong Bodies to help Seniors build and maintain muscle strength. We have had a great turn out for this new program!

We have continued the Hispanic Outreach program here in Crete. It has been a very rewarding and successful program and we continue to grow in the number of Hispanic Seniors we are assisting. This year, along with help from Mayor Bauer, we have launched Home Delivered Meals with Tabitha in the Crete city area. It has been a success and very excited that we could provide this service!

This year I am asking for the same amount of assistance of \$7.85/Capita. We truly appreciate your assistance and would not be able to make as big an impact without your assistance!!

**THIS YEAR WE ARE ASKING CRETE FOR FINANCIAL SUPPORT IN THE AMOUNT OF \$8007.00.**

If you have any questions regarding our request or services, please do not hesitate to call.

Yours in Service,

A handwritten signature in black ink, appearing to read "Lori Moldenhauer". The signature is fluid and cursive, written in a professional style.

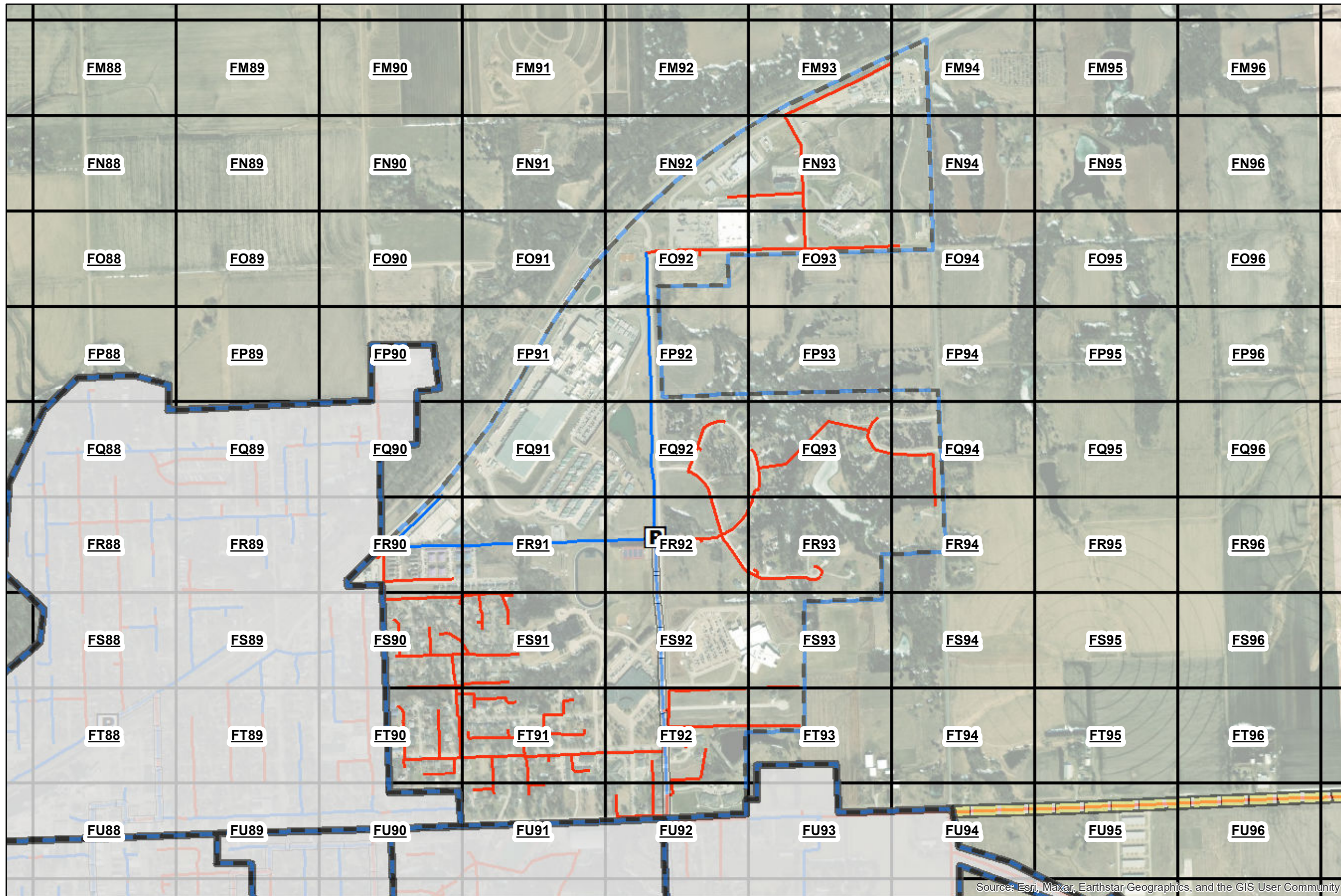
Lori Moldenhauer, Director,  
Saline County Aging Services



To maintain the level of services currently available to Saline County residents, the Saline County Aging Services Coalition is requesting local support. We are asking for the same rate as last year. Each town will be requested to allocate \$7.85 for each elderly citizen residing in their census area. The County will be asked to allocate the same rate for each rural citizen that resides in the County outside the census areas of the towns.

## PROPOSAL –2023/2024

7.85Location	Total Pop	Aged 60+	% Pop 60+	Per Capita 60+	Total Amount
County Residents	2,824	701	24.8	\$7.85	\$5,502.85
Crete	6960	1020	14.7	\$7.85	\$8007.00
DeWitt	513	114	22.2	\$7.85	\$894.90
Dorchester	586	111	18.9	\$7.85	\$871.35
Friend	1027	325	31.6	\$7.85	\$2551.25
Swanton	94	21	22.3	\$7.85	\$164.85
Tobias	106	36	34	\$7.85	\$282.60
Western	235	74	31.5	\$7.85	\$580.90
<b>Wilber</b>	<b>1855</b>	<b>403</b>	<b>21.7</b>	<b>\$7.85</b>	<b>\$3163.55</b>
City/Town/ Village/County Totals	<b>14,200</b>	<b>2805</b>	<b>19.8</b>	<b>\$7.85</b>	<b>\$22019.25</b>



PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

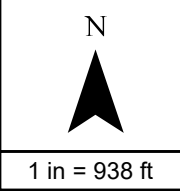
- PON
- 1152 PON Cabinet
- Cable Category**
- Backbone
- Feeder
- ROUTE**
- Underground
- Aerial

*Note: "For clarity and simplicity, Sheets with no conduit (edges particularly) are not shown"*

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes:

Revisions:



## ROW CONSTRUCTION PROJECT NOTES

1. The City shall be notified a minimum of forty eight (48) hours in advance of initial project construction.
2. The contractor shall adhere to the current City standard specifications, approved special provisions, City standard plans, right-of-way construction procedures manual.
3. The locations of all aerial and underground utility facilities may not be indicated on the project plans. The contractor is required to contact the One Call 811 notification center (dial 811) forty-eight (48) hours prior to working in the city right of way. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties. The contractor shall be responsible for protection of all underground and aerial utilities and infrastructure.
4. Whenever underground facilities are in close proximity to the proposed pathway location or whenever the vertical location of the underground facility is unknown, the permittee shall use special measures to determine the locations of such underground facilities.
  - a. If the permittee is conducting the excavation by digging from the surface, when in a close proximity to the underground facilities, the permittee shall use hand digging, hydro excavating, air excavating, or any other techniques that are approved by the City to locate such facility.
  - b. If the permittee is conducting the excavation by tunneling or boring, the permittee shall determine the vertical location of the underground facility by potholing or any other method approved by the City.
5. Project plans shall dimension new facilities being installed. Measurements shall be taken from existing adjacent visible structures (curbs, poles, cabinets, manholes, inlets, fire hydrants, etc.) clearly identifying location of such facility. The contractor shall verify dimensions taken from city files.
6. Unless specified on the plan sets, the depth of installed facilities in city row shall be at a minimum as follows.
  - a. Thirty-two (30) inches in soil, if rock present and is an issue twenty-four (24) inches can be used.
  - b. Forty-two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope.
  - c. Forty-eight (48) inches under a roadway measured from the surface of said roadway to the top of the installation.
  - d. Forty-eight (48) inches under a storm water or creek channel design bottom of pipe, and
  - e. Maintain a minimum of twenty-four (24) inches of vertical and horizontal spacing from existing utilities.
  - f. Be located as far from the existing or proposed curb line as possible to avoid potential future conflicts.
7. All potholes in sidewalk panels will be filled unless directed by City inspector. If colored, textured or patterned concrete is existing, replacement patches, and panels panels will be replaced to match as practicable. Owner may be required to put money into escrow to cover all repairs prior to starting work.
8. All non-street surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored.
9. City street surface materials disturbed shall be backfilled, tamped and repaved by city forces or approved paving contractor.
10. All Conduit, vaults and Pedestals shall be located in the public ROW and in public utility easements.
11. All Aerial shown on attached planset will be permitted separately by Pole Owners. All pole permits submitted to pole owners will follow NESC codes.

12. If sidewalk, wheel chair ramps or any portion of the pedestrian facilities are removed or closed, a pedestrian detour shall be established and maintained during the time of the closure and the entire pedestrian facility shall be restored within seventy-two (72) hours, unless the contractor provides a hard surface alternate route approved by the city.
13. All pedestrian detours and any reconstruction of pedestrian facilities shall meet current Americans with Disability Act (ADA) standards and specifications.
14. All pedestrian detours shall be part of an approved Traffic Control Plan (TCP).
15. All holes made in city pavements for the purpose of performing vacuum excavations to locate underground utilities shall be restored to their original condition with the reinstated core flush with and in the original orientation as the existing surface matching existing pavement surface appearance.
16. When the contractor is not actively working, all equipment, fencing, debris, etc, shall not be placed within the triangular area required for sight distance of vehicles exiting or entering an adjacent property or intersection.
17. All excavations shall be adequately fenced and covered when contractor is not present or project site left unattended.
18. No lane closures allowed on arterial streets during AM and PM peak hours unless approved by City Traffic and Right of Way Construction section(s) staff.
19. All work zone traffic control, including pedestrian control measures, shall be in compliance with the MUTCD, ADA, and the City Standard Specifications.
20. The contractor shall notify all affected owners of adjacent properties a minimum of forty-eight (48) hours prior to beginning of construction and provide updates to the affected owners when construction phases change that affect the areas of work associated with the permit.
21. The contractor shall maintain a set of "as built" plans on site with dimensioning. These plans shall be presented upon request to any city representative.
22. A current city right of way construction permit and city approved plan set shall be maintained on each work site by the contractor. The contractor shall present such permit and plan set upon request to any city representative.
23. Any field adjustments to installation of facilities, which vary from the plans that have been submitted and approved during the permit application process, shall comply with the following:
  - a. The contractor must stop work immediately and contract the facility owner.
  - b. The facility owner's representative shall contact the city's construction inspector and provide him with the details

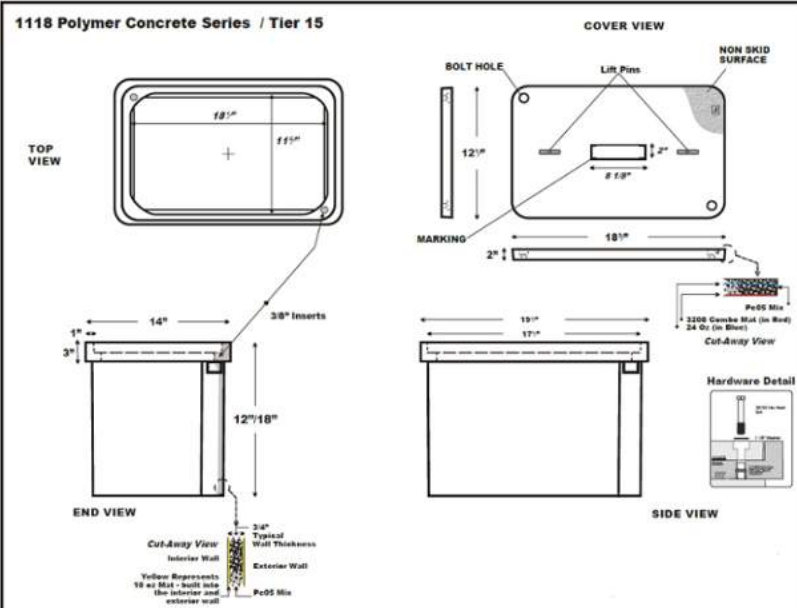
of the proposed changes.

- c. The City inspector will make a determination on how to proceed. This determination may range from approval over the phone or via email to delaying the project until plans can be updated and appropriate review can be conducted.

### Special Notes

1. All conduit shall be bored unless specified otherwise.
2. Contractors shall notify land owner prior to work on all private developments.
3. A reminder to the reader. the drawings are scaled, thus dimension is available at all locations.
4. The contractor shall bypass all MST pedestals with distribution conduit where installed parallel to MST conduit. Similarly, bypass the T18 "Flowerpot" with MST conduit where installed parallel to future drop conduit.



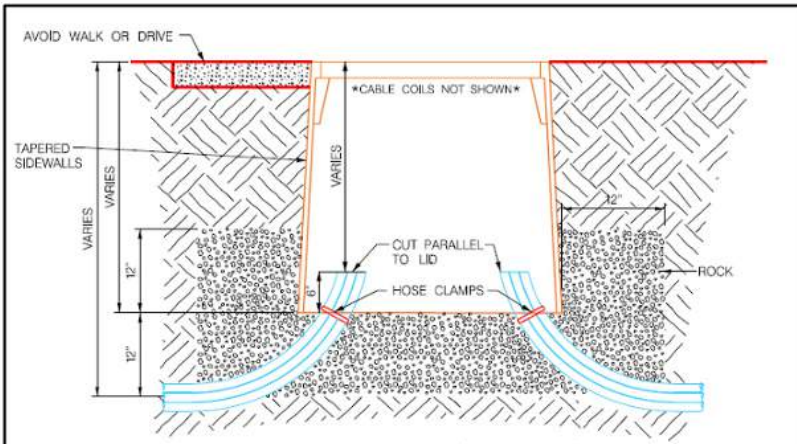


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	12" x 18" x 18"	60lbs	15	1118

**ALLO PULL BOX**

**NOTES:**

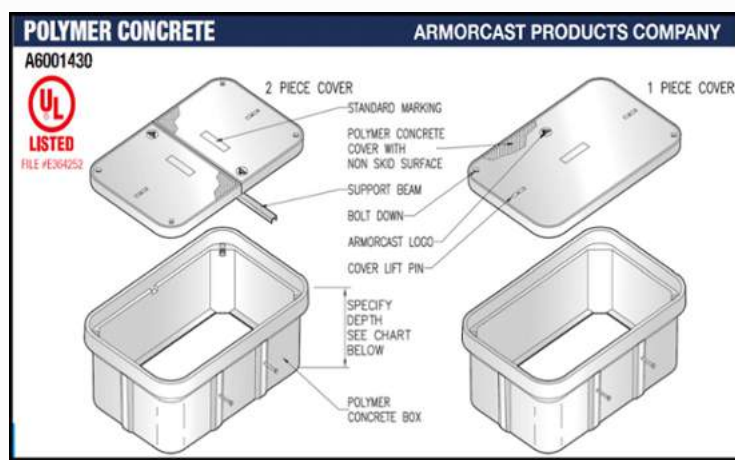
1. ALLO PULL BOX SHALL HAVE 2 PIECE COVER
2. ALLO PULL BOX SHALL BE LABELED "FIBER OPTICS"



**ALLO PULL BOX INSTALLATION**

**NOTES:**

1. AT ALL CABLE PULLING LOCATIONS, COIL 60' OF EACH FIBER CABLE (MST TAILS EXCLUDED)

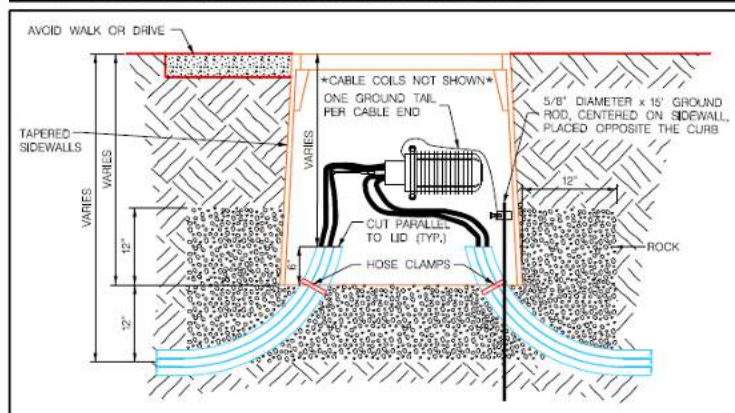


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

**ALLO SPLICE VAULT AND CITY T48 PULL BOX**

**NOTES:**

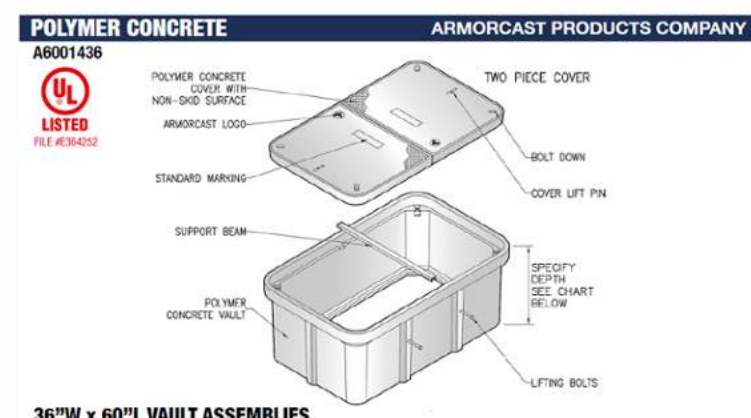
1. ALLO SPLICE VAULT SHALL HAVE 1 PIECE COVER
2. CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
3. ALLO SPLICE VAULT SHALL BE LABELED "FIBER OPTICS"
4. CITY T48 PULL BOX SHALL BE LABELED "FIBER"



**ALLO SPLICE VAULT INSTALLATION**

**NOTES:**

1. AT ALL SPLICE VAULTS, COIL 75' OF EACH FIBER CABLE TAIL AND 60' OF EACH MST TAIL.



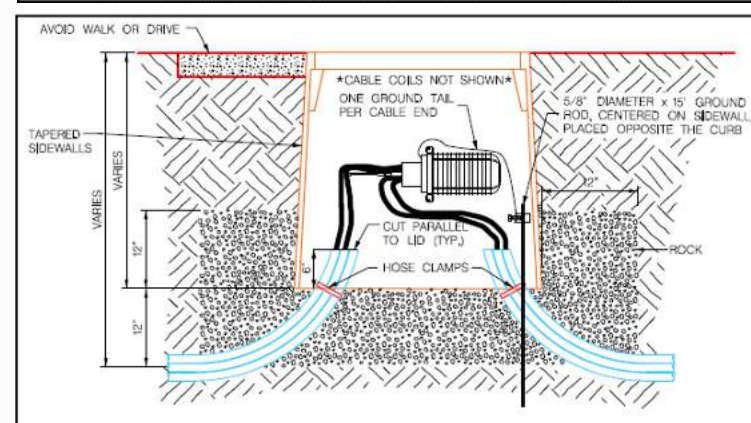
**36"W x 60"L VAULT ASSEMBLIES**

DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	36" x 60" x 36"	20K	15	A6001436TAPCX36

**ALLO MAINTENANCE VAULT**

**NOTES:**

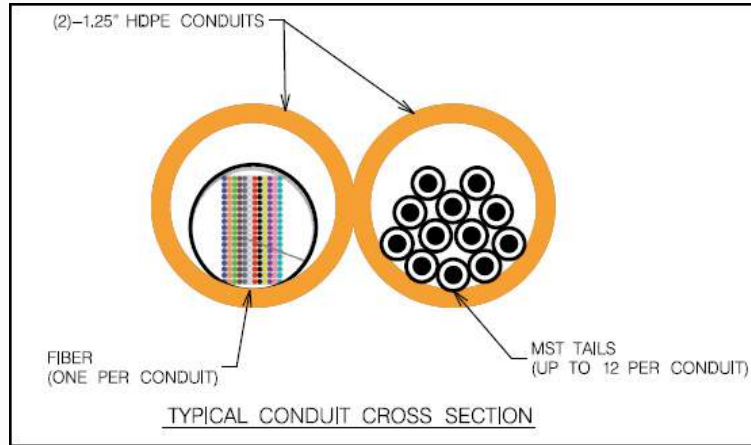
1. ALLO MAINTENANCE VAULT SHALL HAVE 2 PIECE COVER
2. ALLO MAINTENANCE VAULT SHALL BE LABELED "FIBER OPTICS"

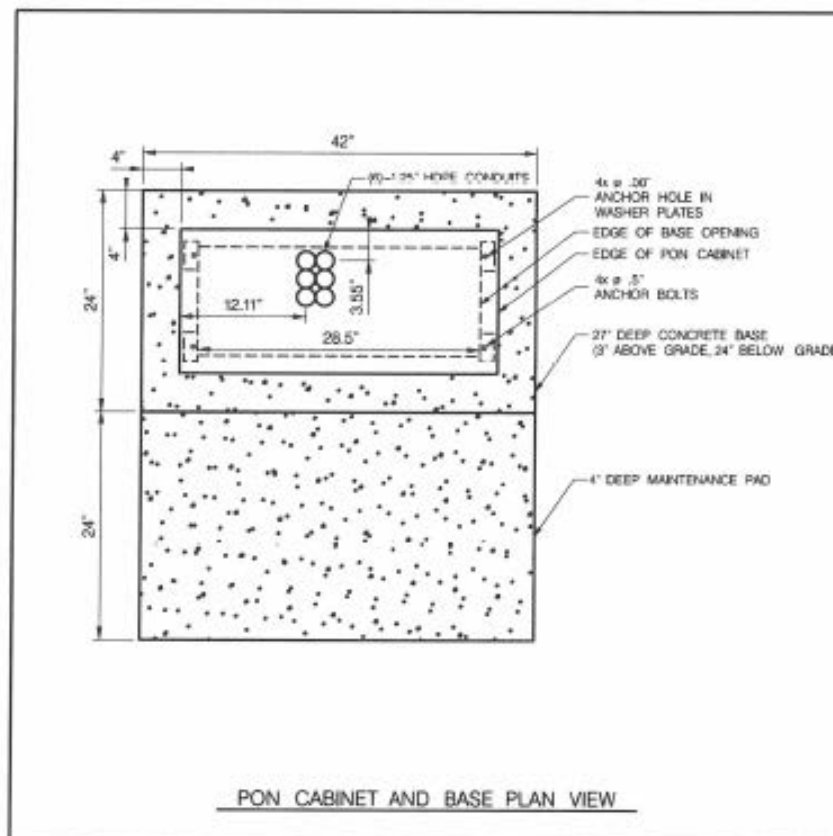
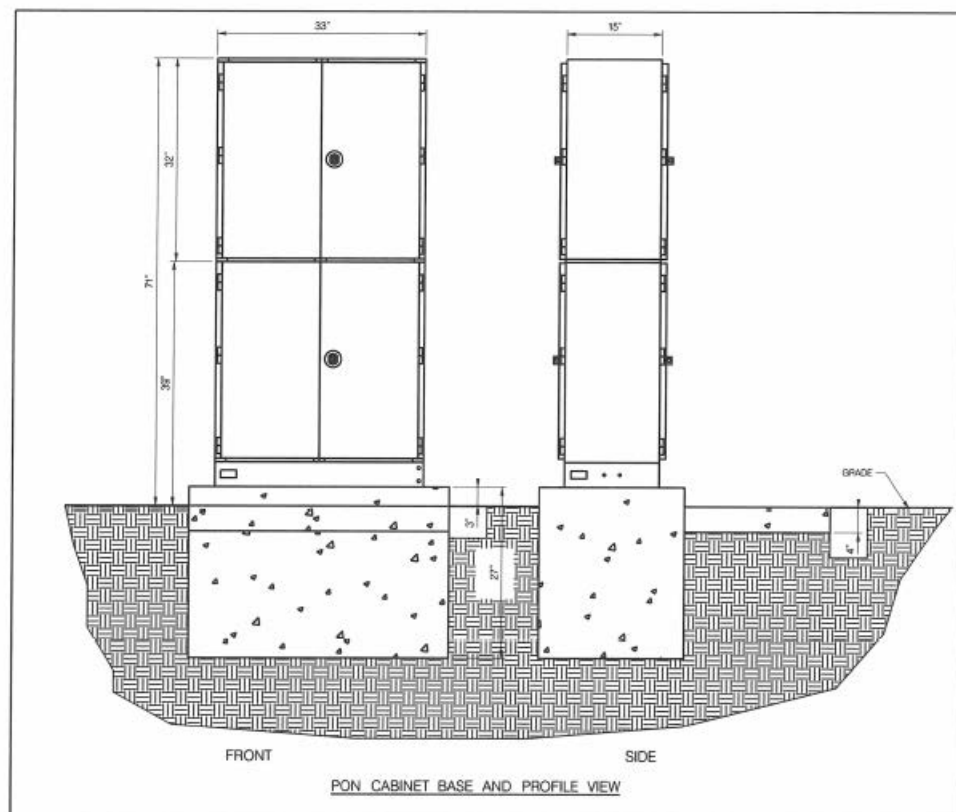


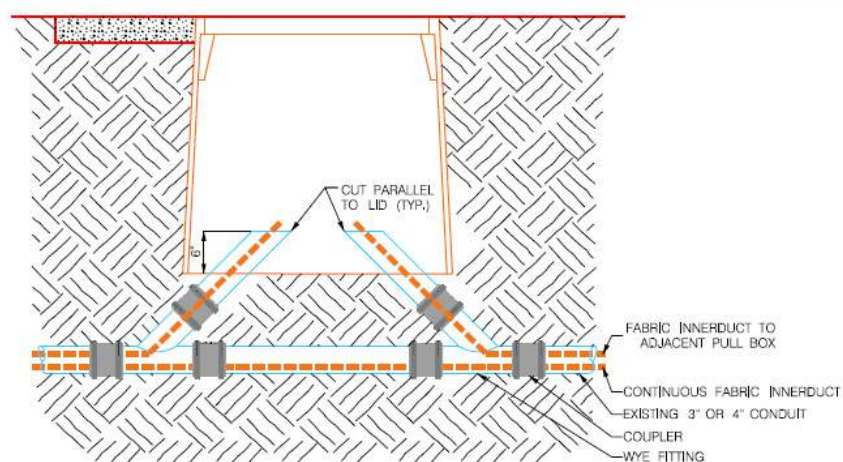
**ALLO MAINTENANCE VAULT INSTALLATION**

**NOTES:**

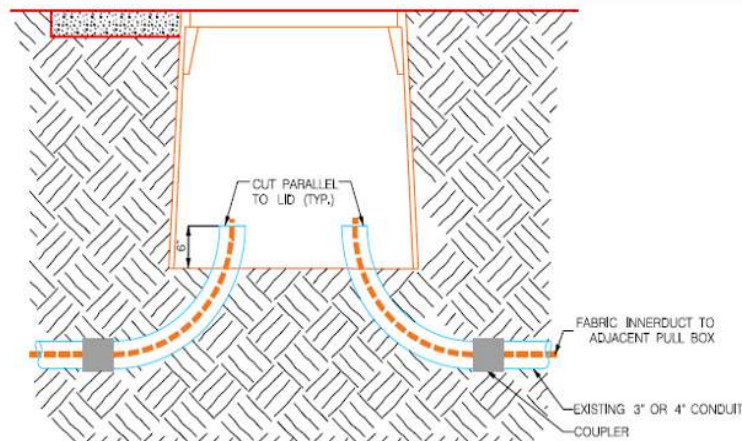
1. AT ALL MAINTENANCE VAULTS, COIL 75' OF EACH FIBER CABLE (MST TAILS EXCLUDED).



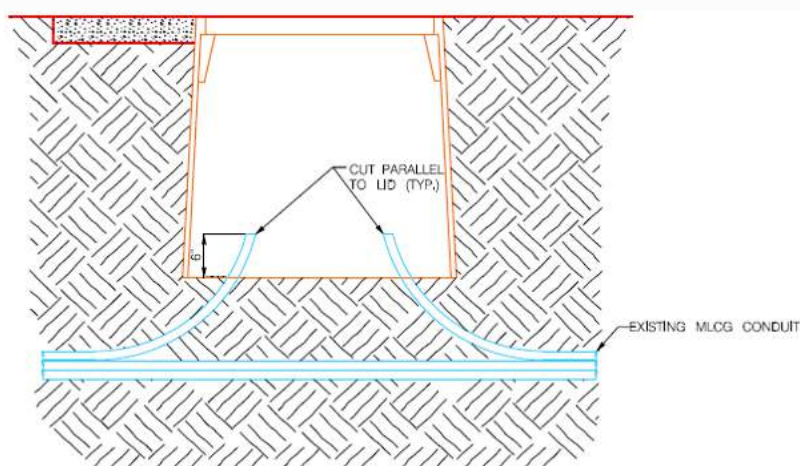




CAPTURE 3" OR 4" CONDUIT WITH EXISTING FIBER DETAIL



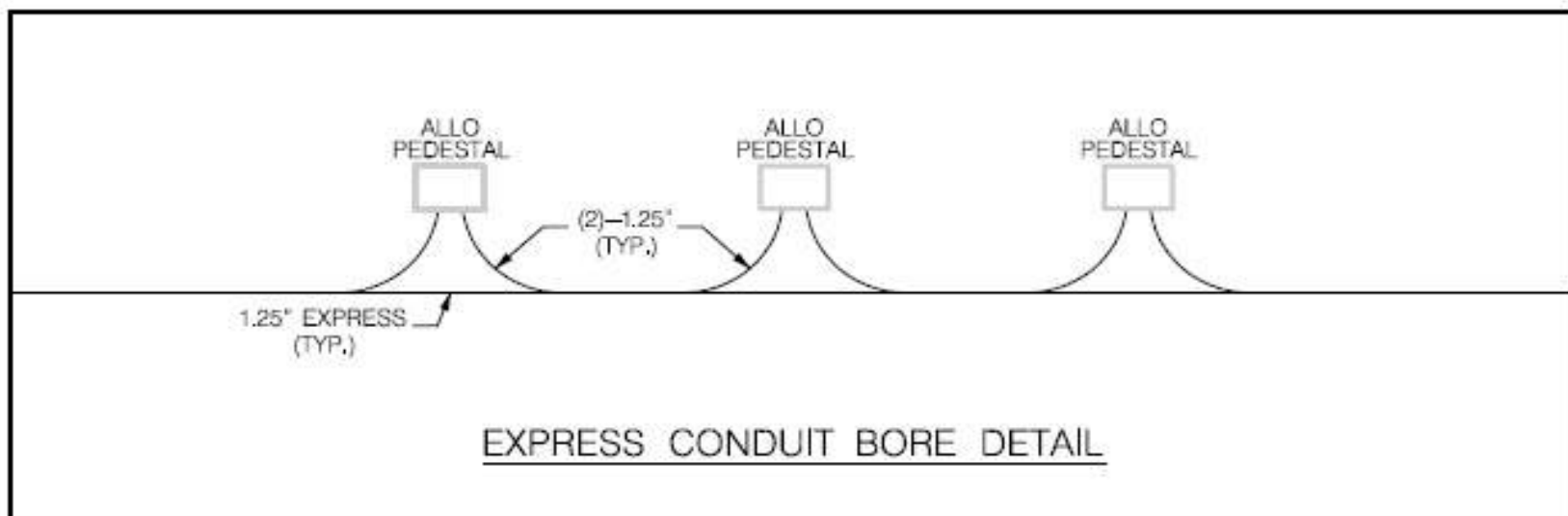
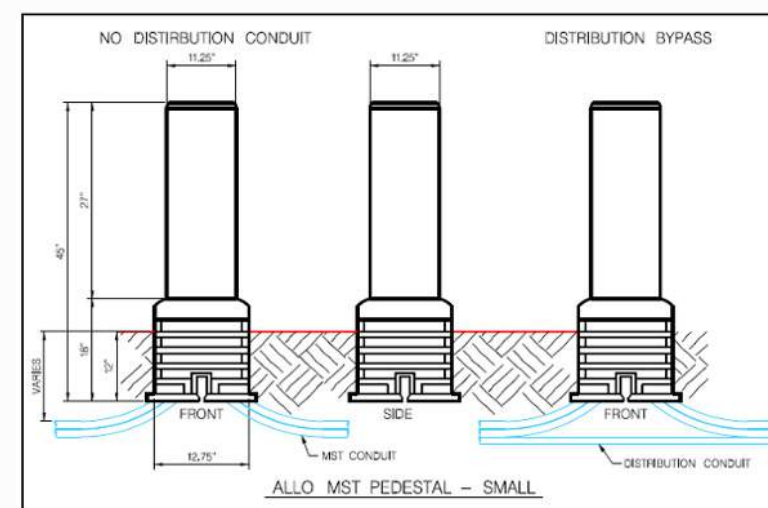
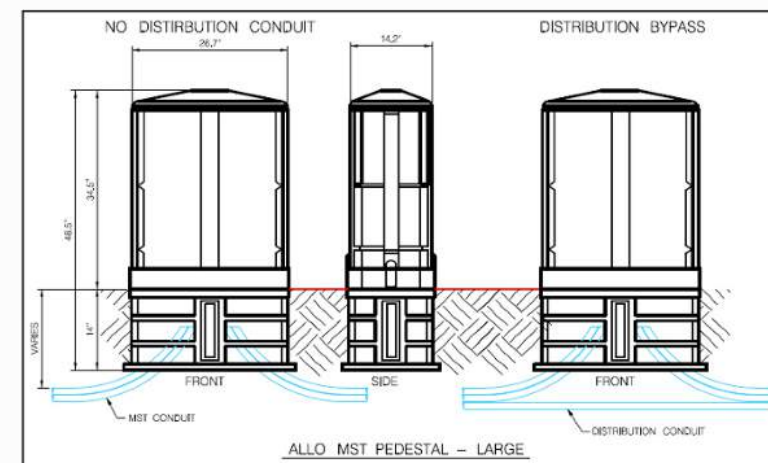
CAPTURE EMPTY 3" OR 4" CONDUIT DETAIL



CAPTURE MLCG DETAIL

Typicals here represent various sweeps of conduit. Follow City standards for bedding. MLCG stands for Main Line Conduit Group, any bundle of conduit placed in the ground together.

Express Conduit are detailed by midspan call outs.  
 48f - 288f, 1 - 1.25" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.  
 432f - 864, 1 - 2.0" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.



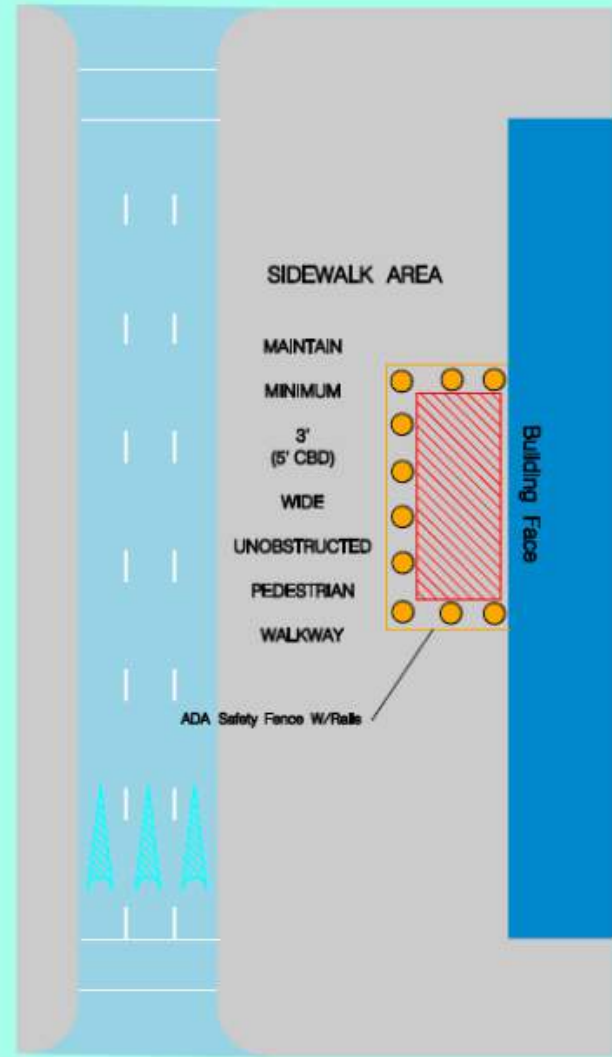
EXPRESS CONDUIT BORE DETAIL



12

WORK IN THE PEDESTRIAN AREAS

Maintain a clear and unobstructed pedestrian walkway around the work zone, or post warning signs for closures at adjoining intersections.

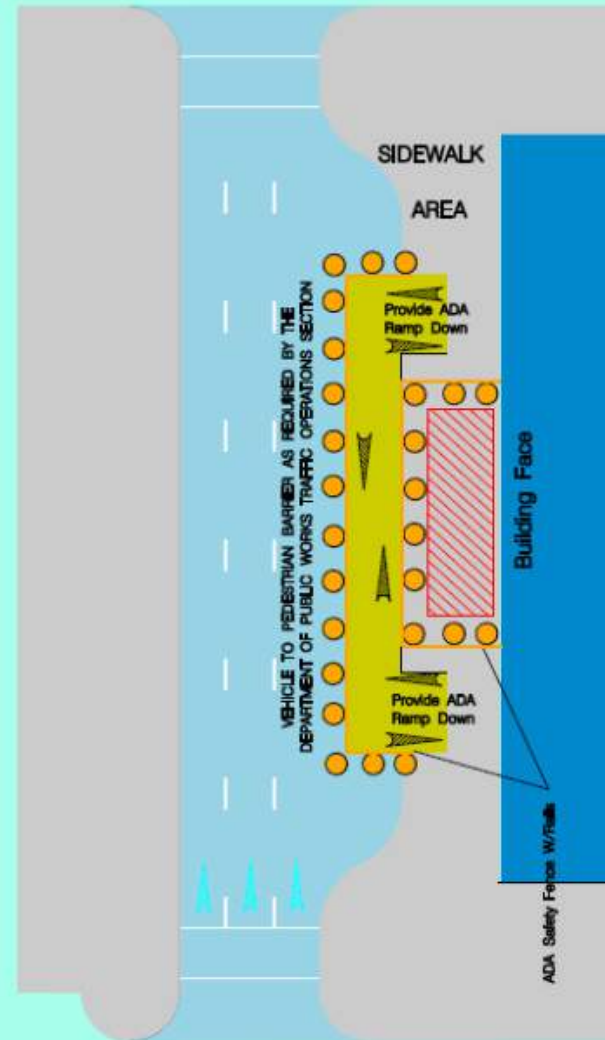


13

WORK IN THE PEDESTRIAN AREAS

PEDESTRIAN DETOUR IN CENTRAL BUSINESS DISTRICT (CBD)

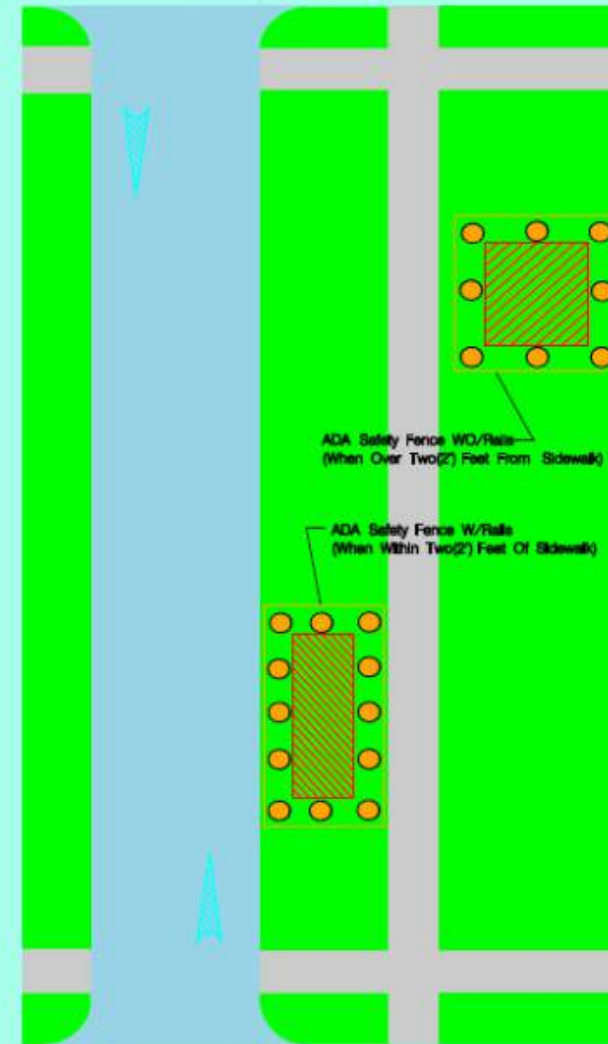
Maintain a minimum of 5' unobstructed pedestrian walkway around the work zone using constructed walkway or protected area as designated by the Department of Public Works Traffic Operations Section.



14

WORK IN THE PEDESTRIAN AREAS

Protection of Excavations & Hazards not in roadways or sidewalks



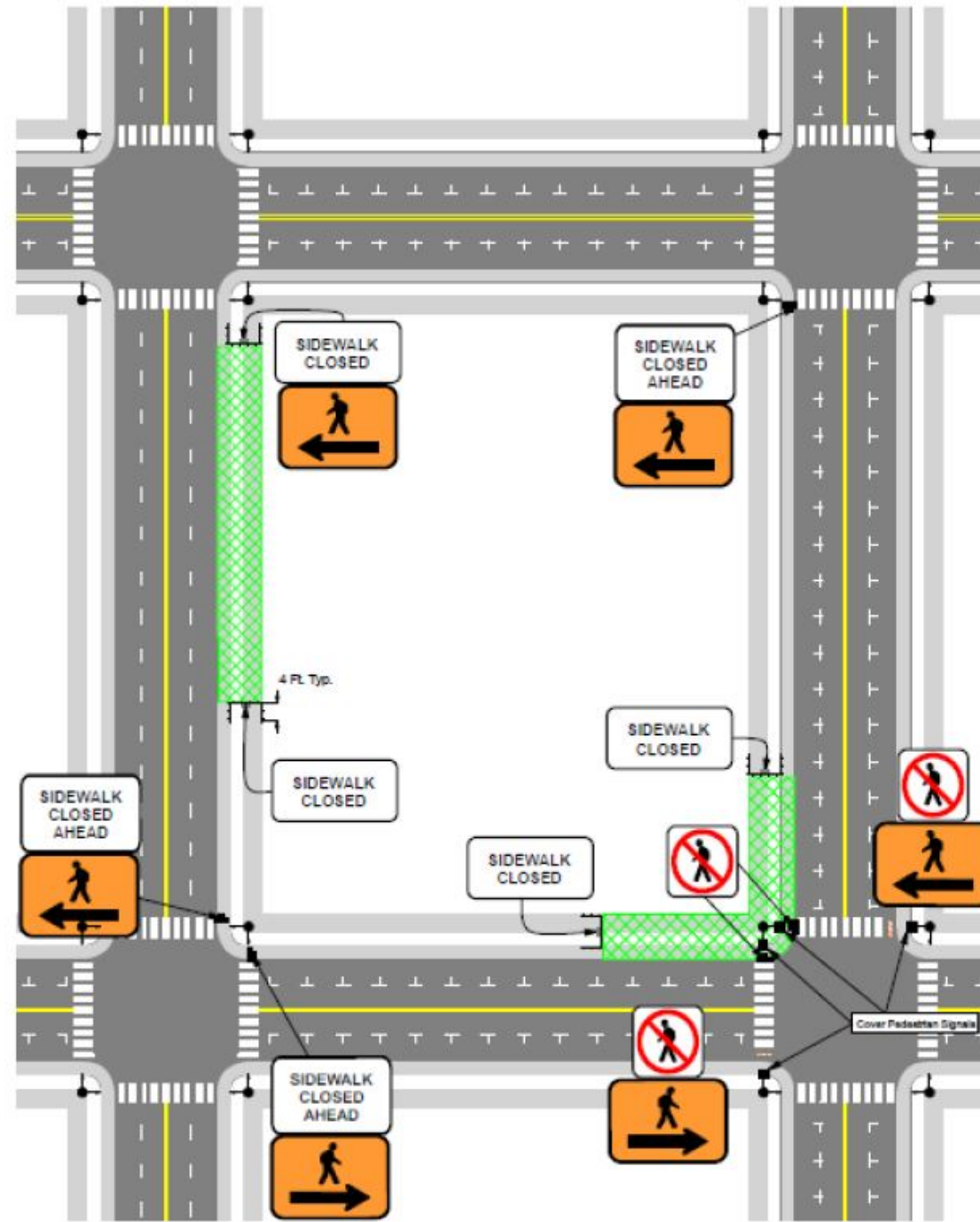
**Nebraska 811**  
 Know what's below.  
 811 before you dig.



# Sidewalk Closure

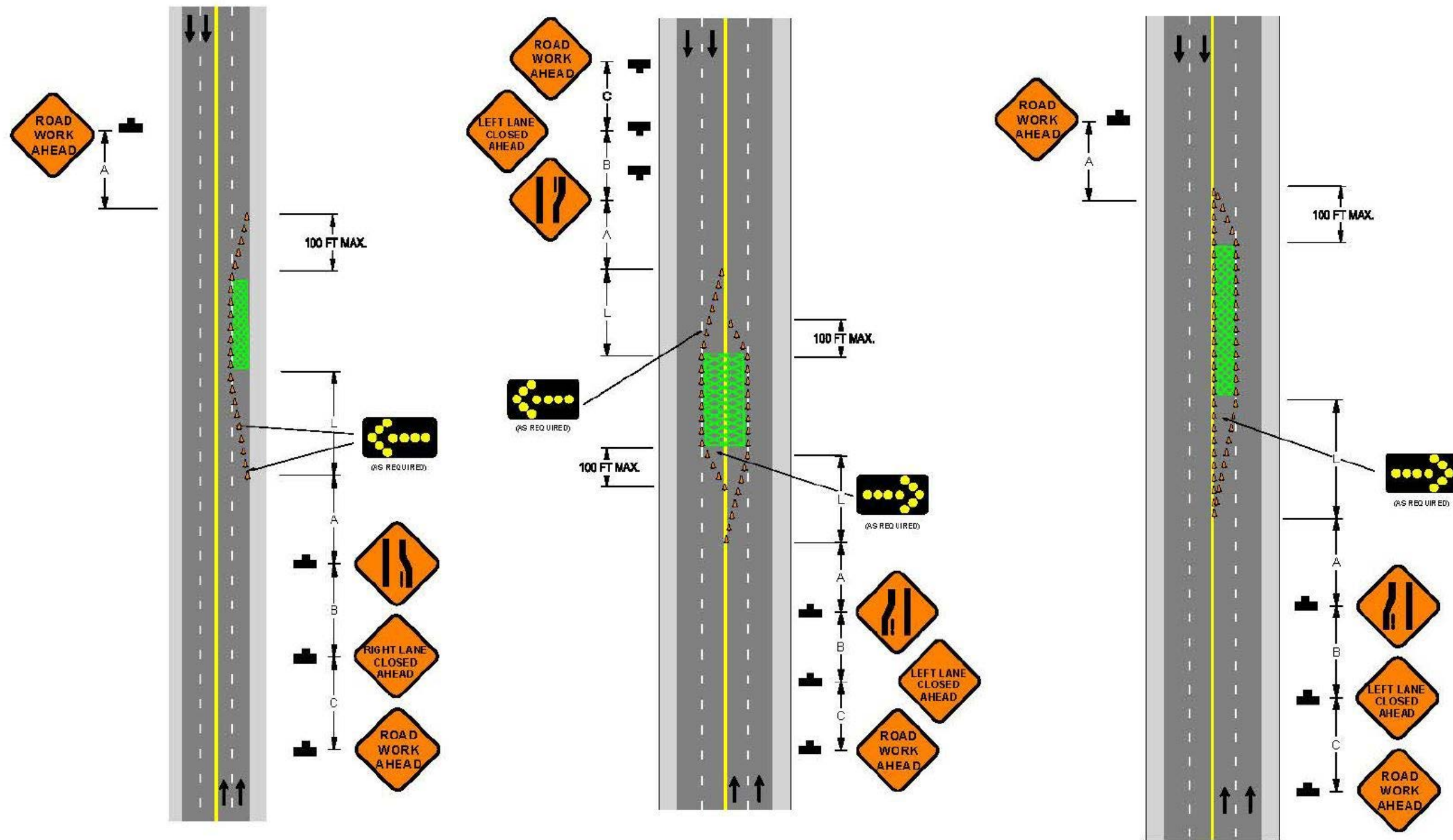
See Page A9 for A, B, C, L Distances

1) This plan shows the pedestrian traffic control measures only. Additional traffic control measures may be required to manage vehicular traffic.



Through Lane Closures on Higher Volume Streets (Collectors, Arterials Etc..)

See Page A9 for A, B, C, L Distances

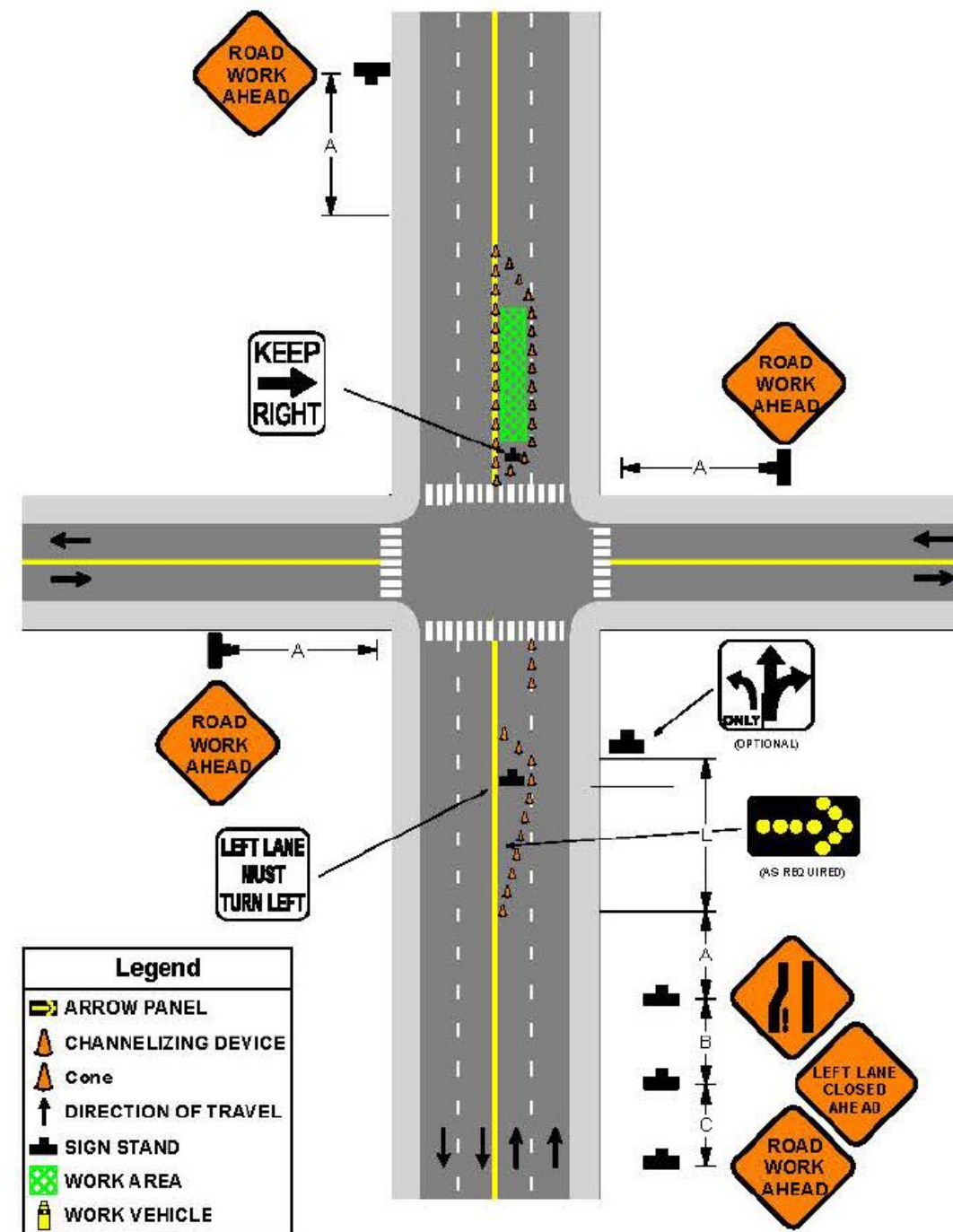
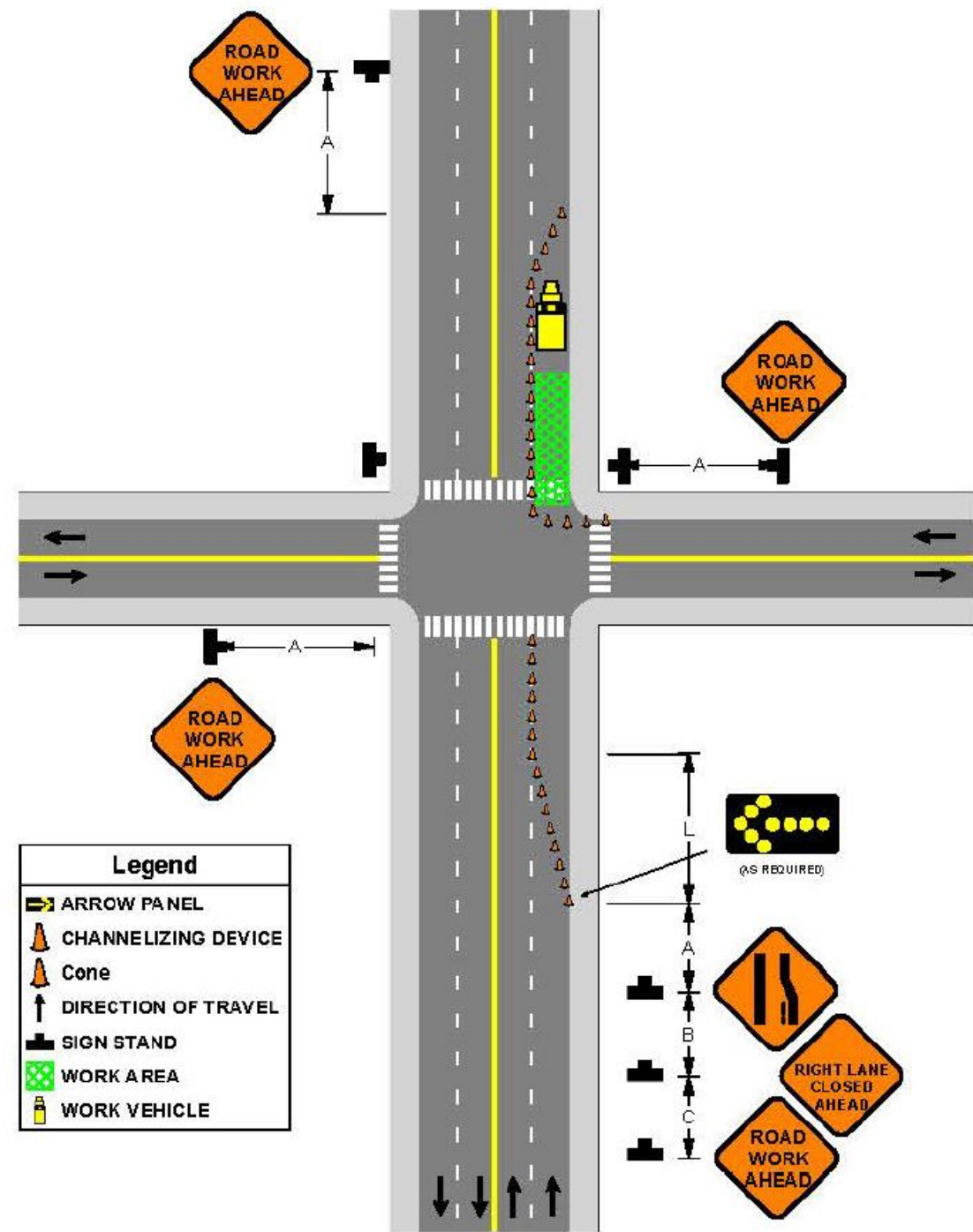


Legend	
	ARROW PANEL
	CHANNELIZING DEVICE
	DIRECTION OF TRAVEL
	SIGN STAND
	WORK AREA



Through Lane Closures on Higher Volume Streets within Intersections (Collectors, Arterials Etc..)

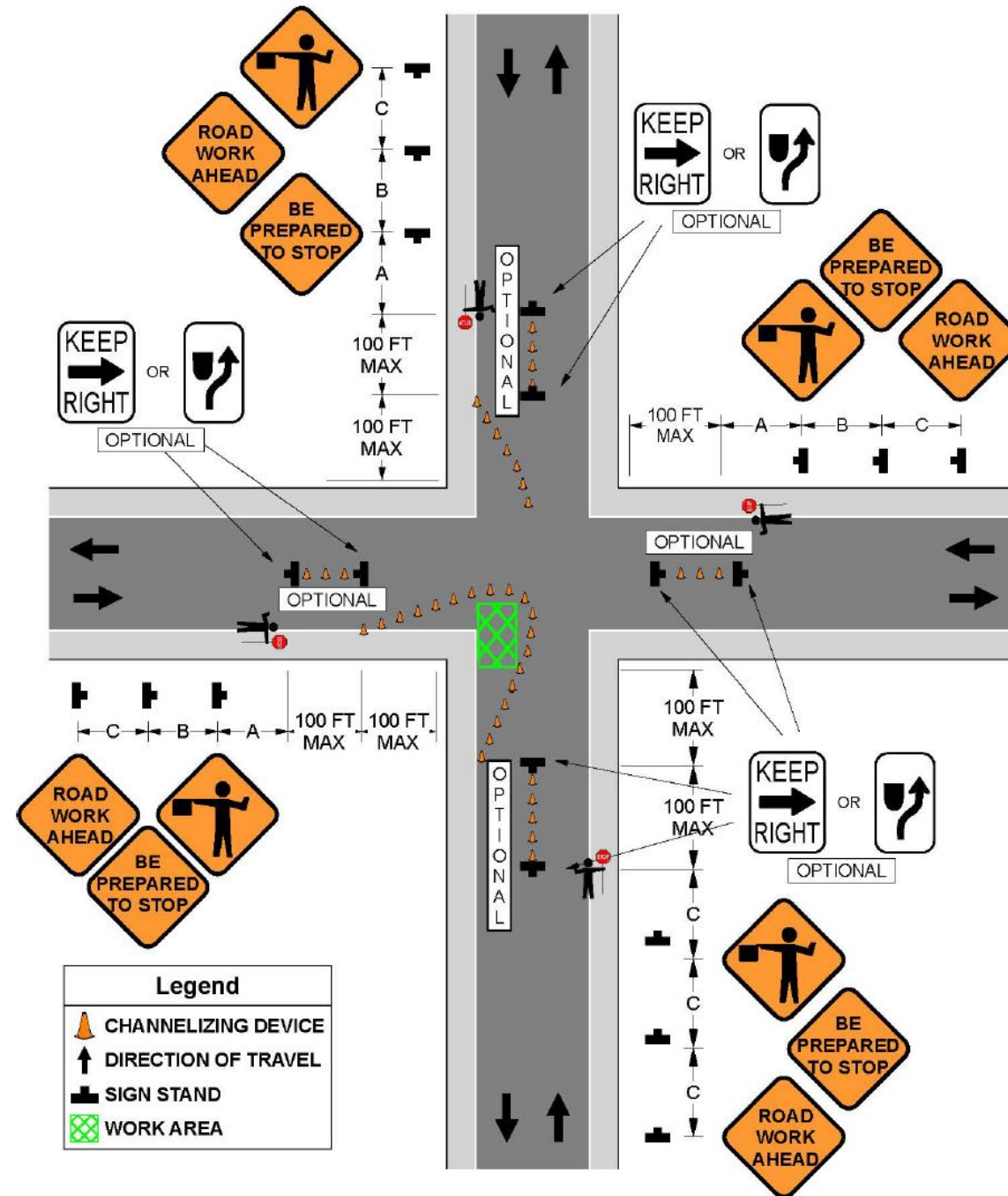
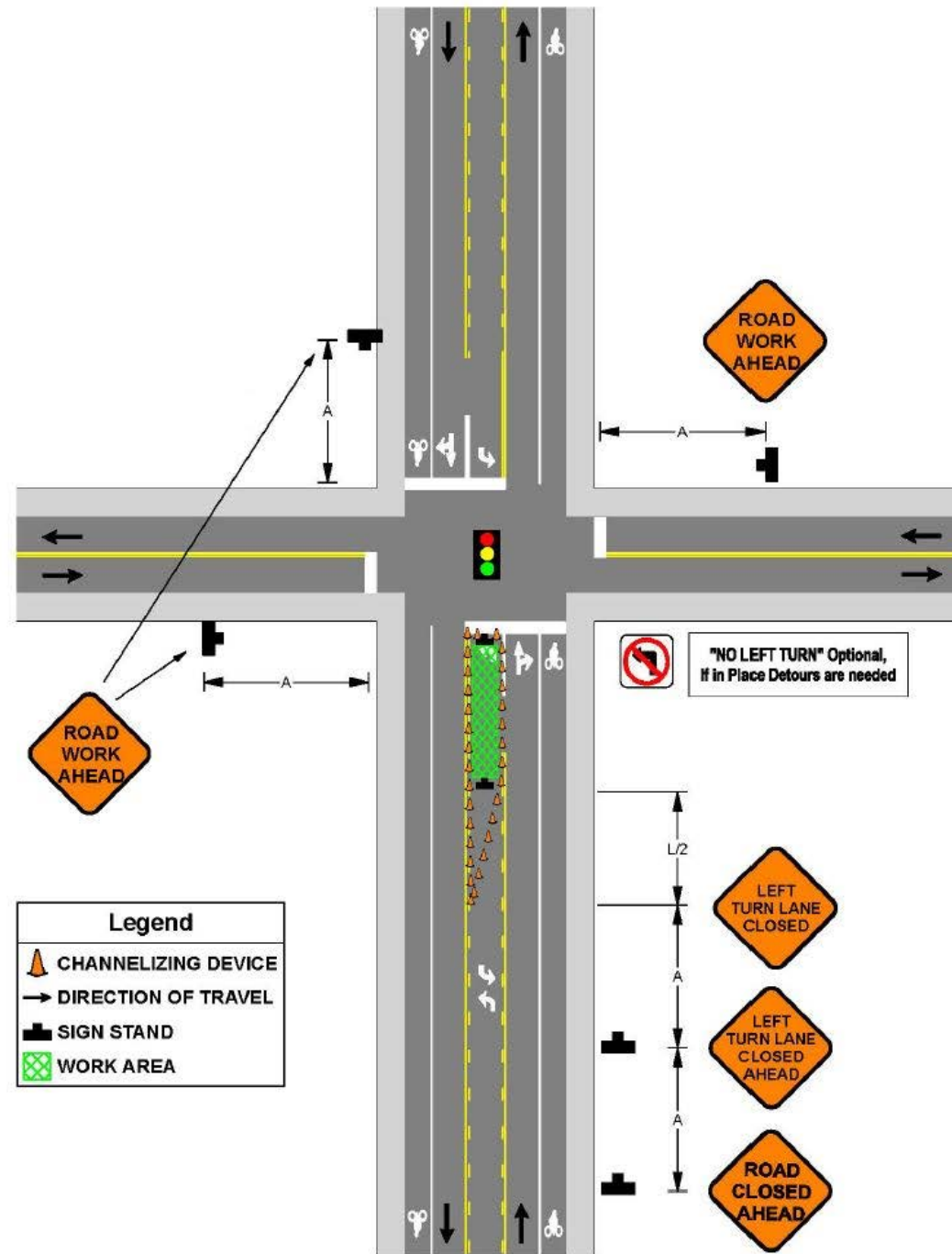
See Page A9 for A, B, C, L Distances



Left/Right Turn Lane Closures on Higher Volume Streets  
 (I.E. Collectors, Arterials, etc.) Within Signalized Intersections  
 (Contact Traffic Signal Staff)

Closures on Lower Volume Streets for Workzones within Intersections

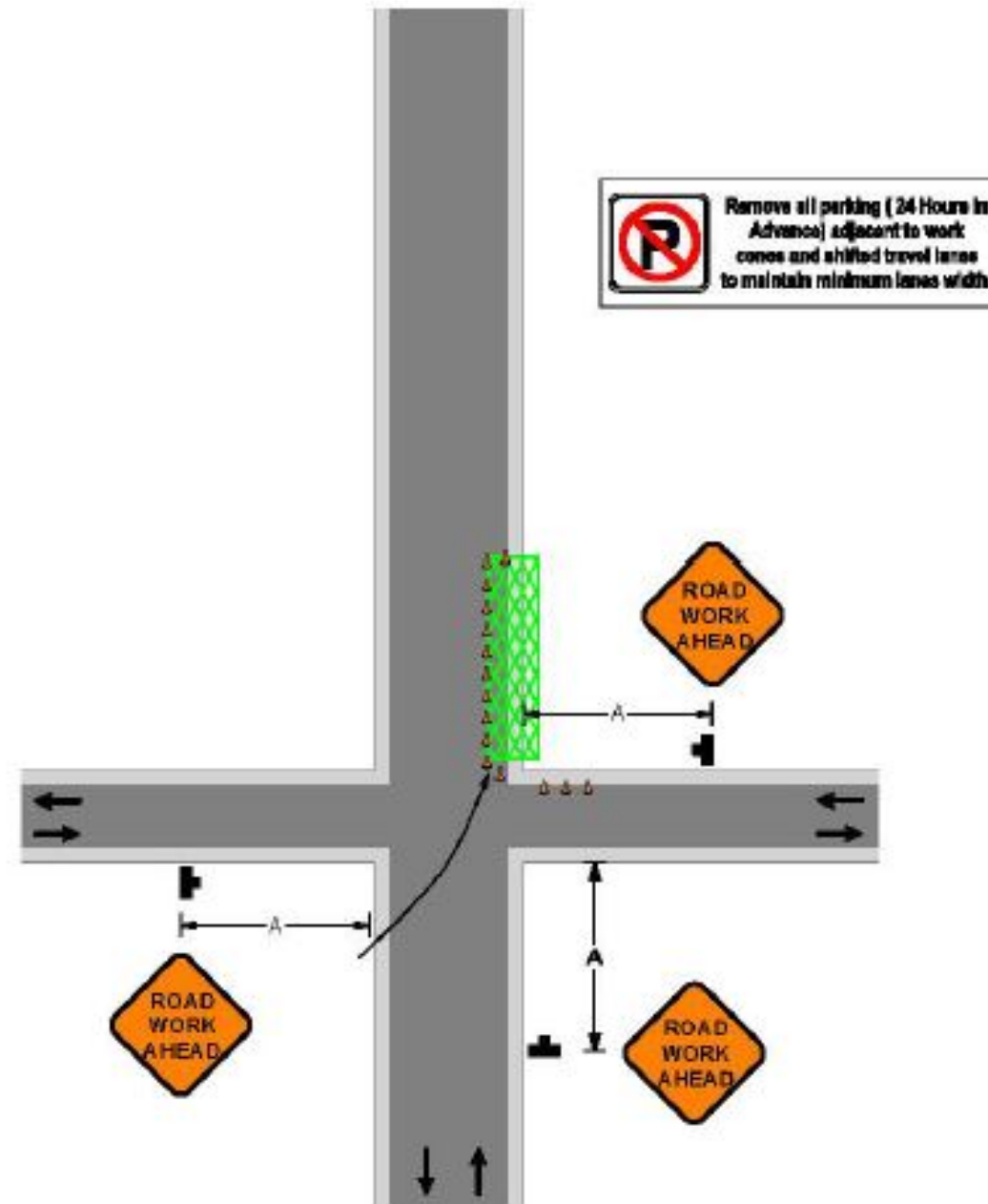
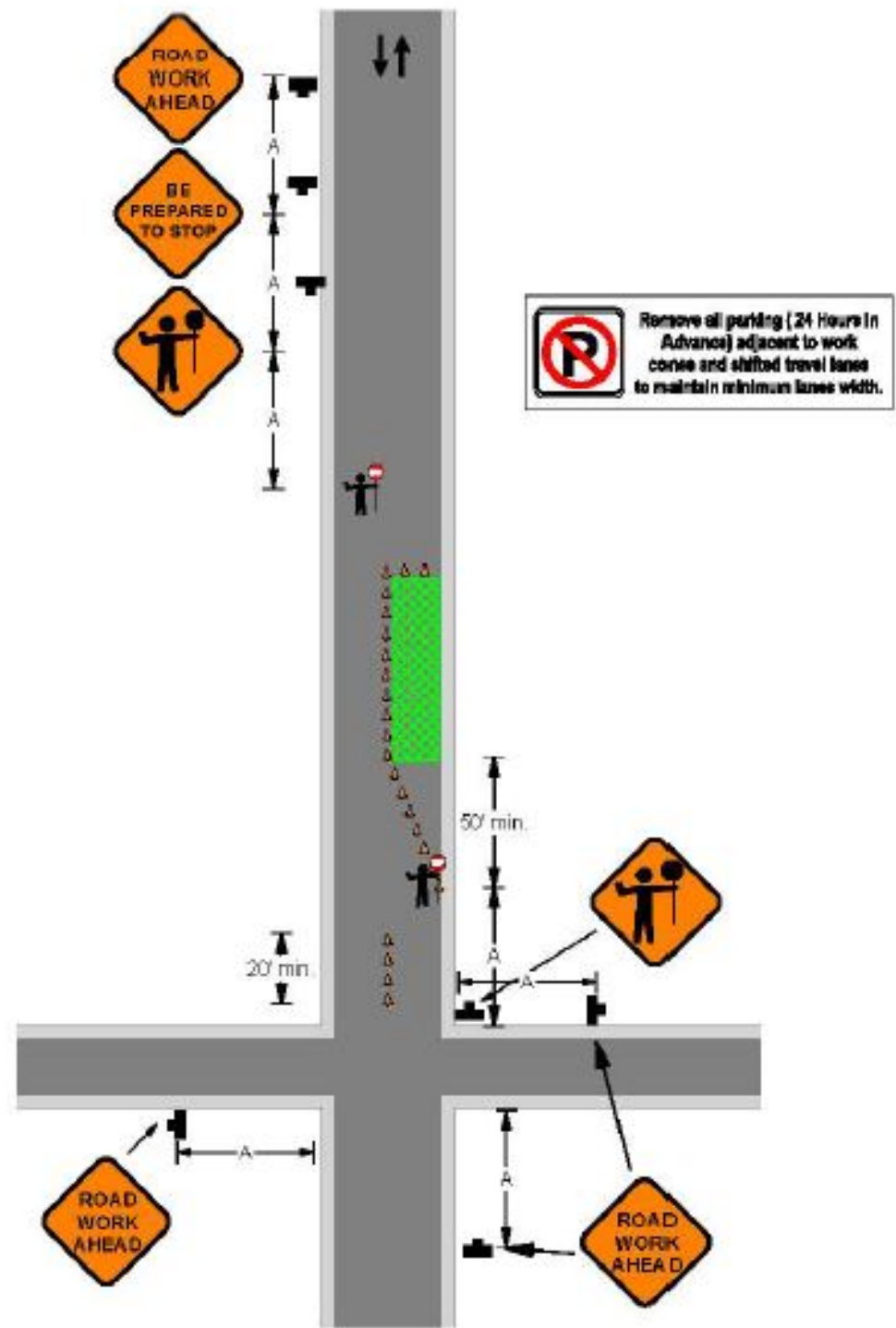
See Page A9 for A, B, C, L Distances





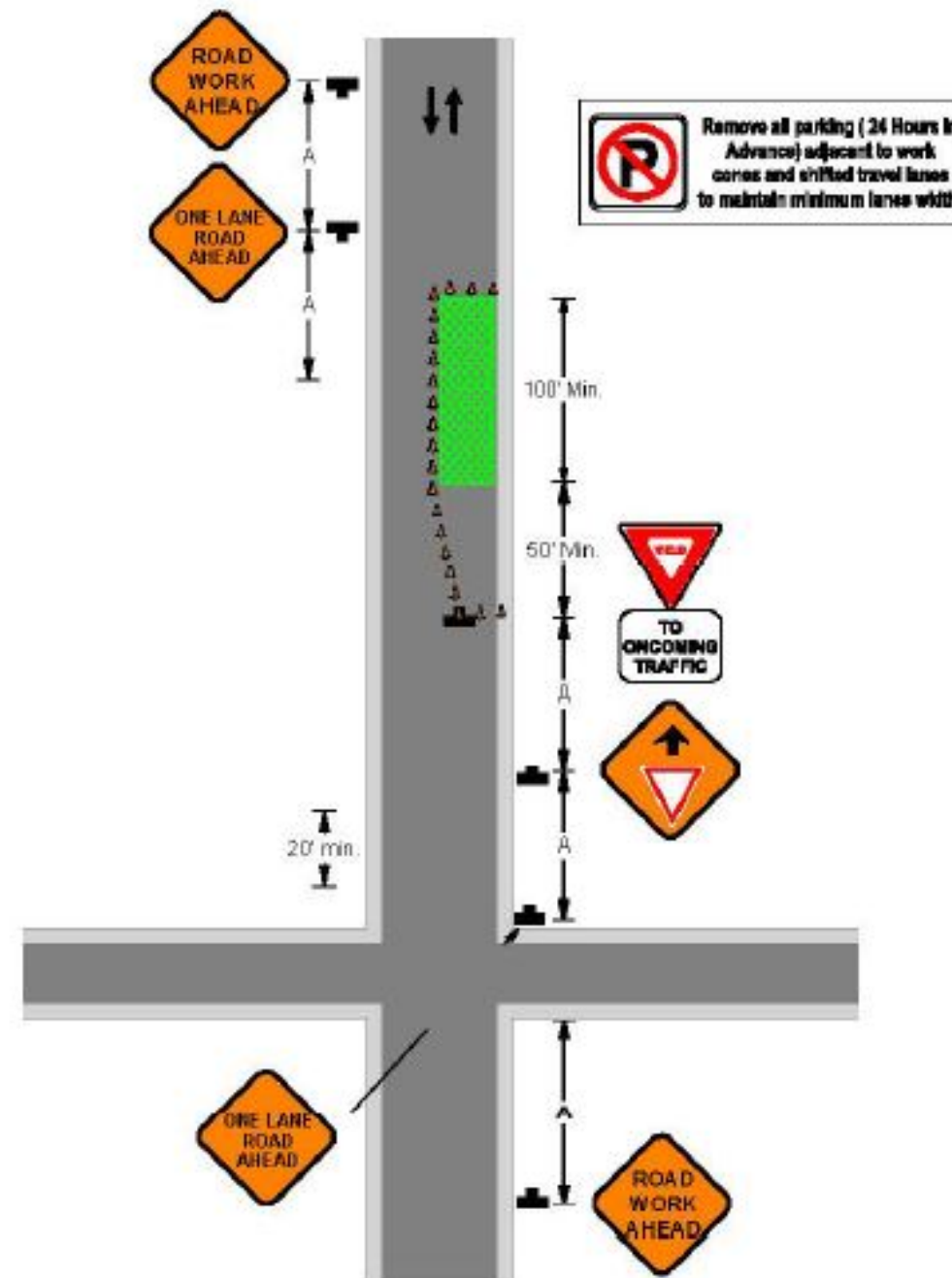
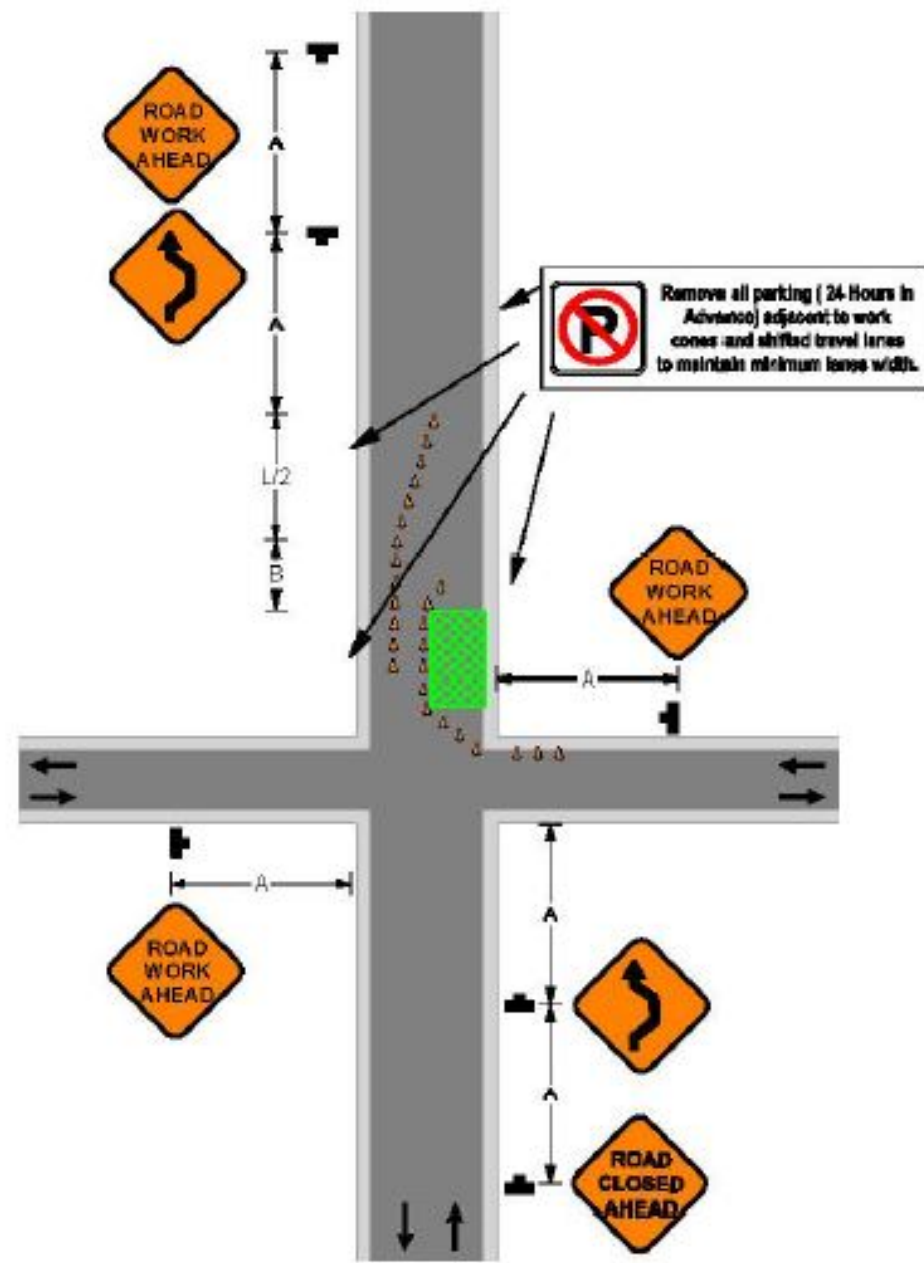
Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Type of Taper	Taper Length (L)
Merging Taper	At least L
Shifting Taper	At least 0.5 L
Shoulder Taper	At least .33 L
One-Lane, Two Way Traffic Taper	100 Ft. (30m) Maximum
Downstream Taper	100 Ft. (30m) per Lane

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$









Where: L = taper length in feet  
W = width of offset in feet  
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

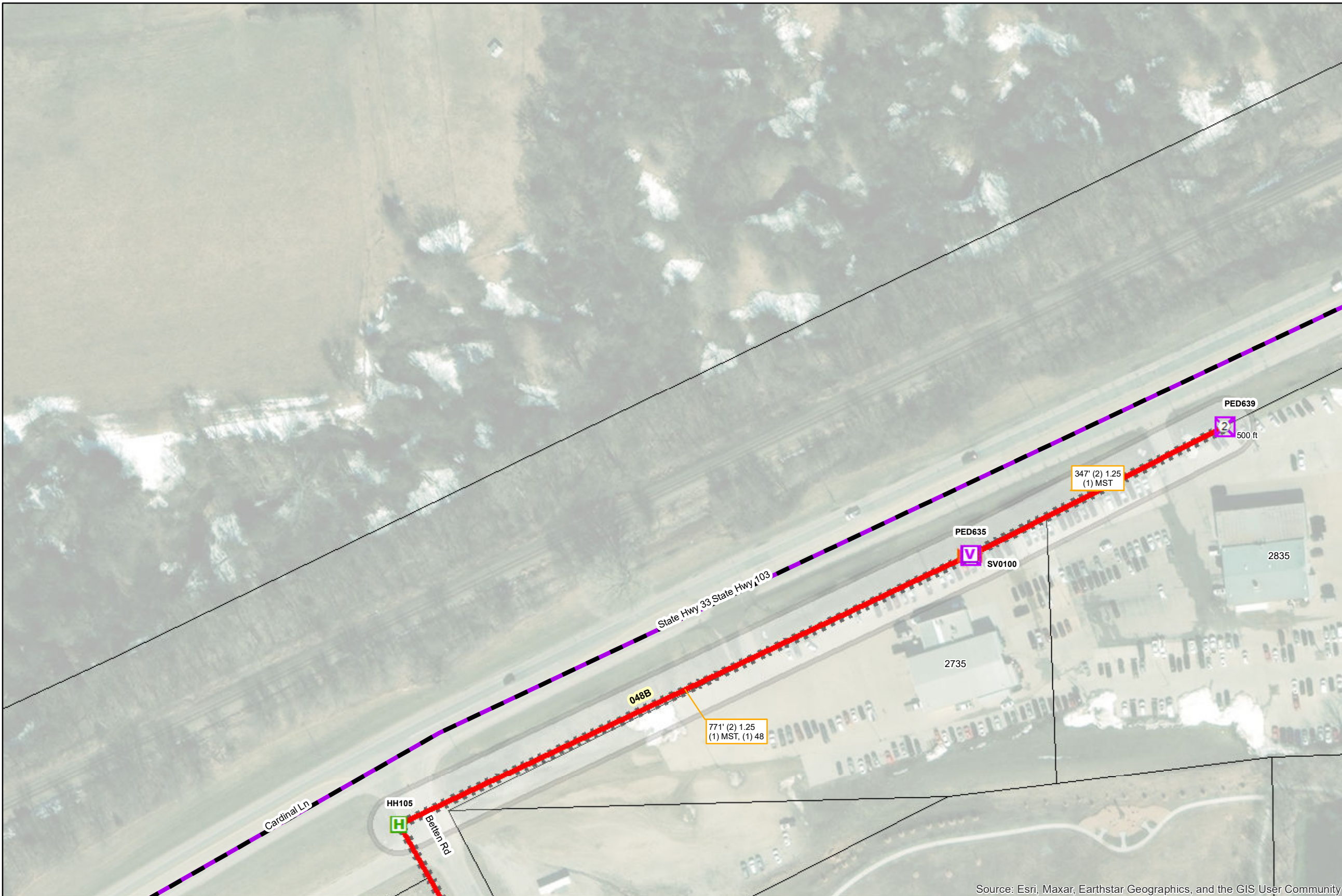
Lane Width	Speed in MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH
10 Ft.	Merging Taper	105'	150'	205'	270'	450'	500'	550'	600'	650'
11 Ft.	Merging Taper	115'	165'	225'	294'	495'	550'	605'	660'	715'
12 Ft.	Merging Taper	125'	180'	245'	320'	540'	600'	660'	720'	780'



PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

- STRUCTURE**
-  Small PED
  -  T36 Vault
  -  T48 Vault
- SPLICECLOSURE**
-  Underground
- ROUTE**
- Placement Type**
-  UG Bore
  -  Future MDU Drop
- Conduit**
-  Conduit
  -  MST Runs



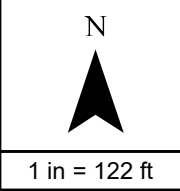
<u>FL92</u>	<u>FL93</u>	<u>FL94</u>
<u>FM92</u>	<u>FM93</u>	<u>FM94</u>
<u>FN92</u>	<u>FN93</u>	<u>FN94</u>

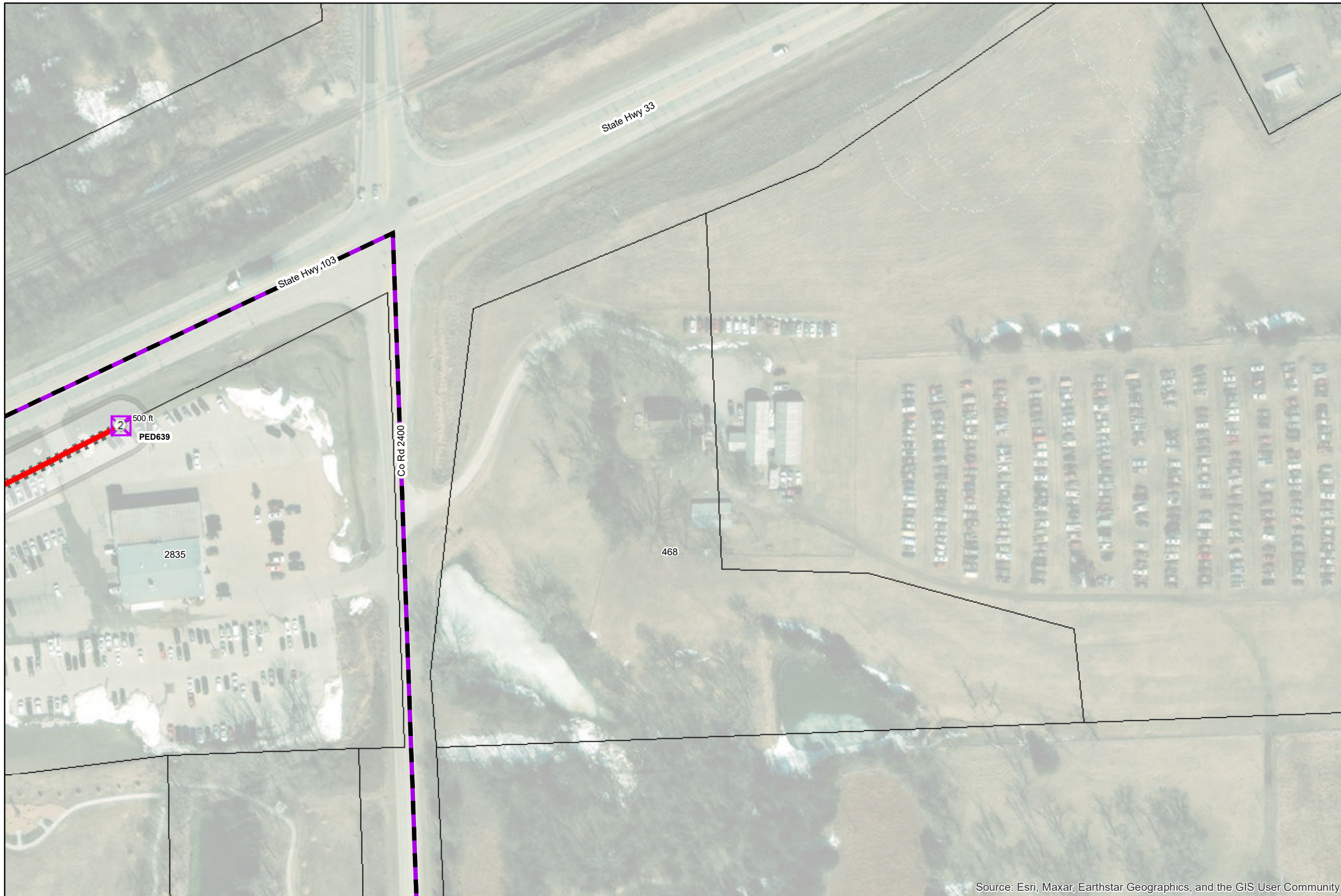
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

Revisions:





PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

- PON
- STRUCTURE Small PED
- MST 2
- ROUTE**
- Placement Type**
- UG Bore
- Conduit
- MST Runs

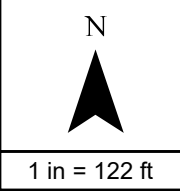
<u>FL93</u>	<u>FL94</u>	<u>FL95</u>
<u>FM93</u>	<u>FM94</u>	<u>FM95</u>
<u>FN93</u>	<u>FN94</u>	<u>FN95</u>

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

Revisions:



PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

**LEGEND**

**STRUCTURE**

Small PED

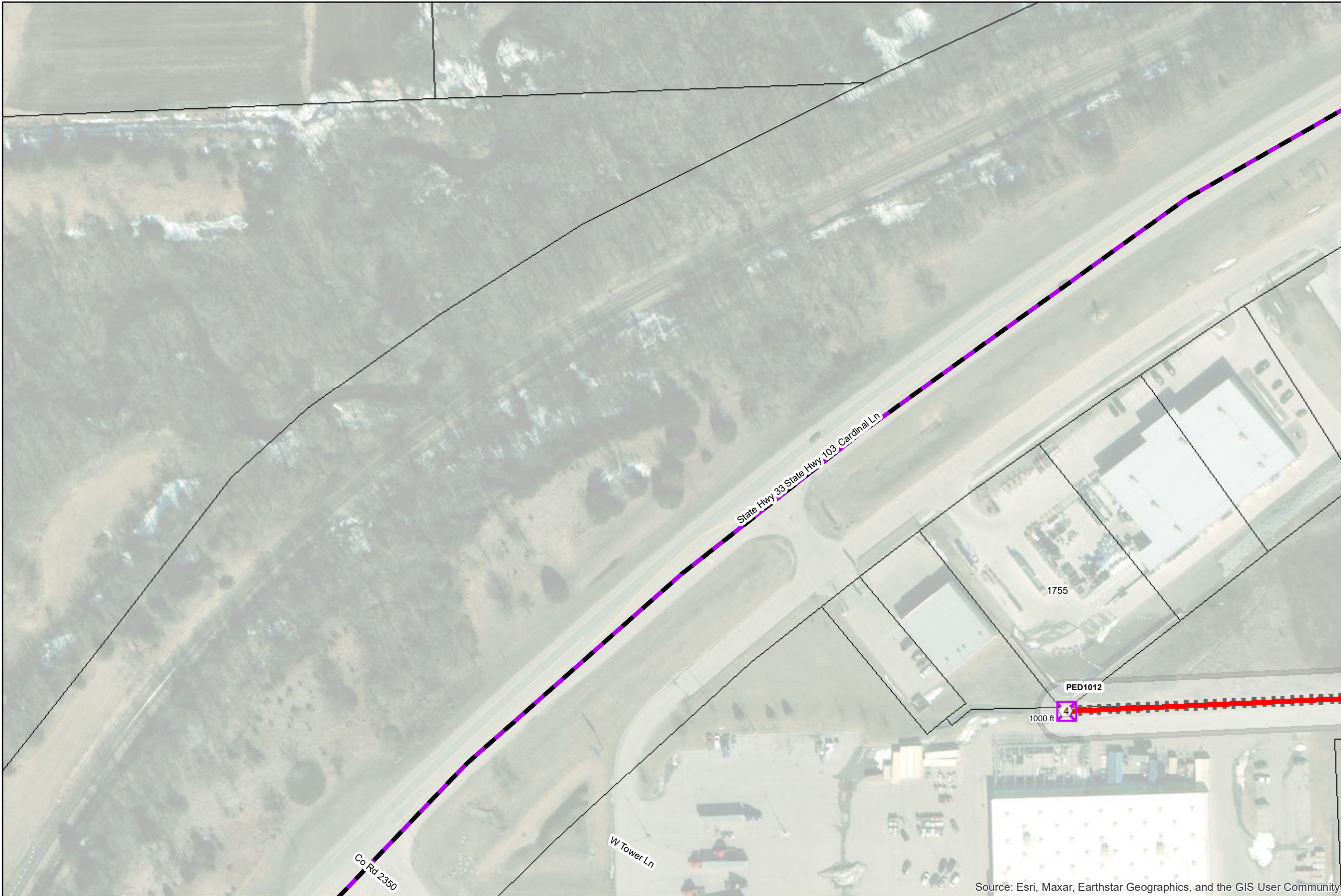
**ROUTE**

Placement Type

UG Bore

Conduit

MST Runs



FM91	FM92	FM93
FN91	FN92	FN93
FO91	FO92	FO93

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

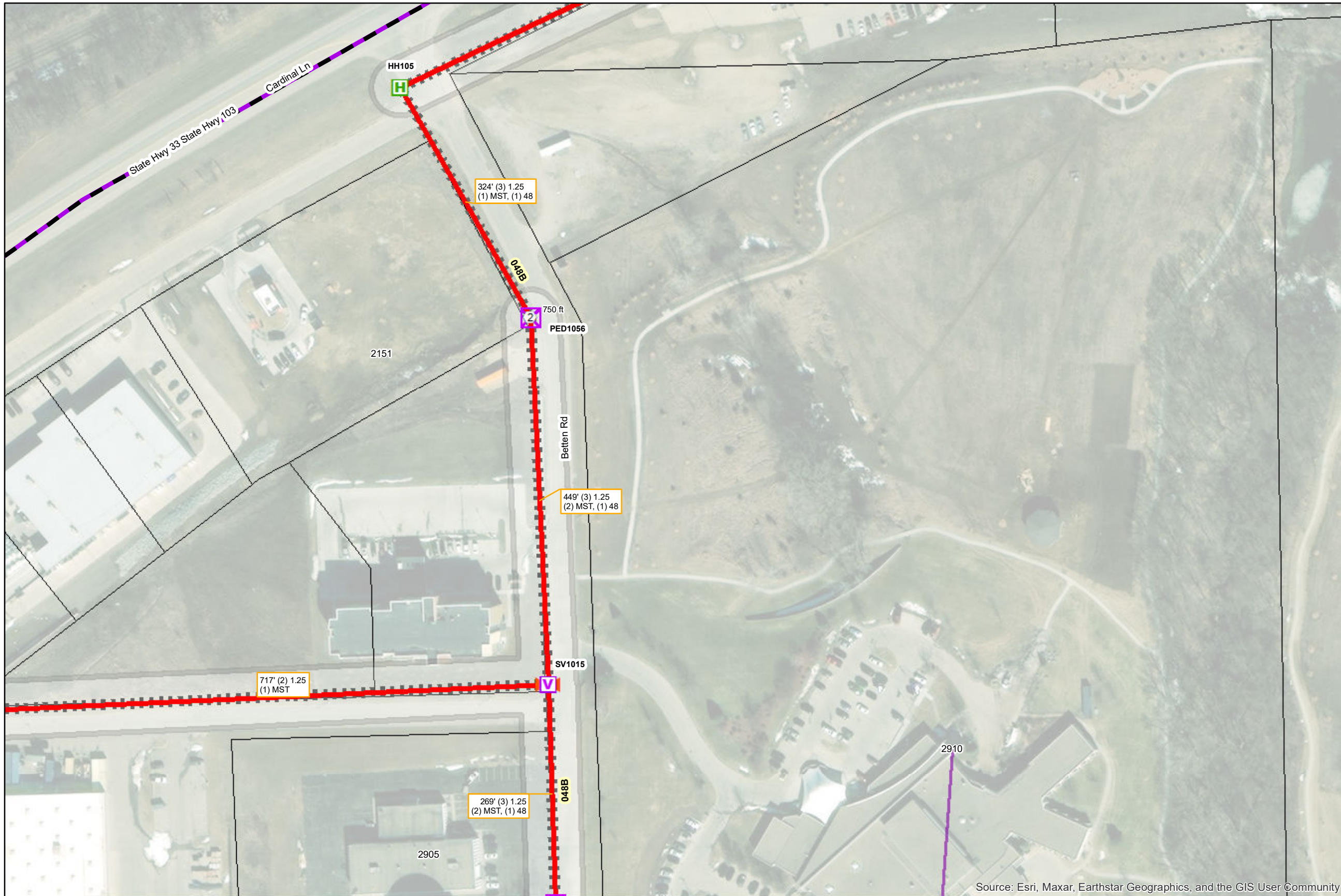


Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N

1 in = 122 ft



PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

- PON
- FIBEREQUIPMENT
- MST 2
- Small PED
- T36 Vault
- T48 Vault
- SPLICECLOSURE
- Underground
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop**
- Future MDU Drop
- Conduit
- MST Runs

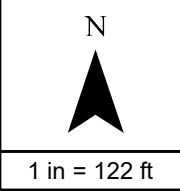
<b>FM92</b>	<b>FM93</b>	<b>FM94</b>
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<b>FO92</b>	<b>FO93</b>	<b>FO94</b>

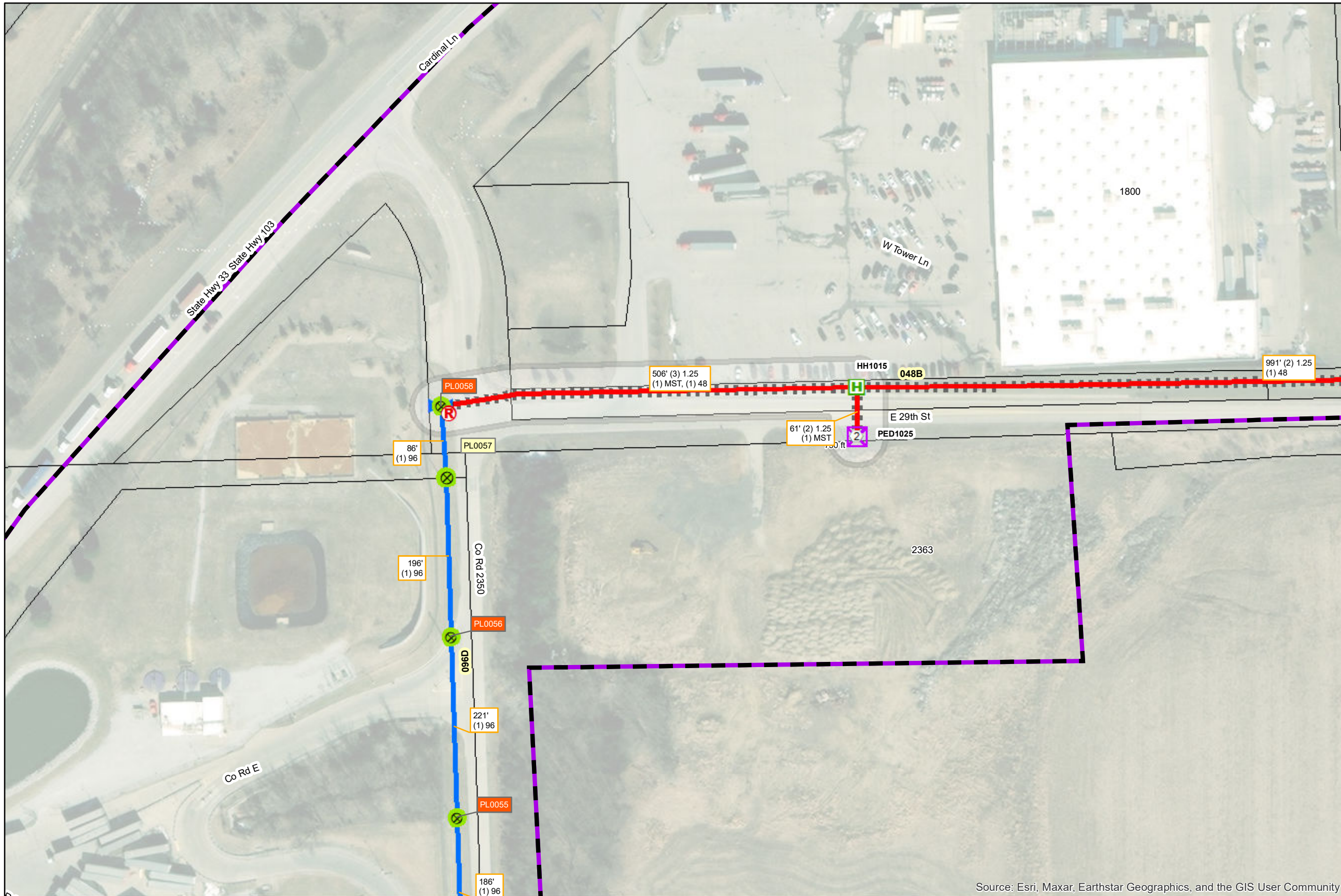
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

Revisions:





**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

- PON
- FIBEREQUIPMENT
- RISER
- POLE MR**  
Pole Use
- Power
- POLE NO MR**  
Pole Use
- Power
- STRUCTURE**
- Small PED
- T36 Vault
- SPLICECLOSURE**
- Aerial
- ROUTE**  
Placement Type
- UG Bore
- Aerial Strand
- Future MDU Drop
- Conduit
- MST Runs

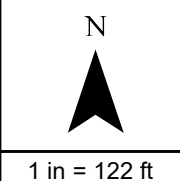
<b>FN91</b>	<b>FN92</b>	<b>FN93</b>
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<b>FP91</b>	<b>FP92</b>	<b>FP93</b>

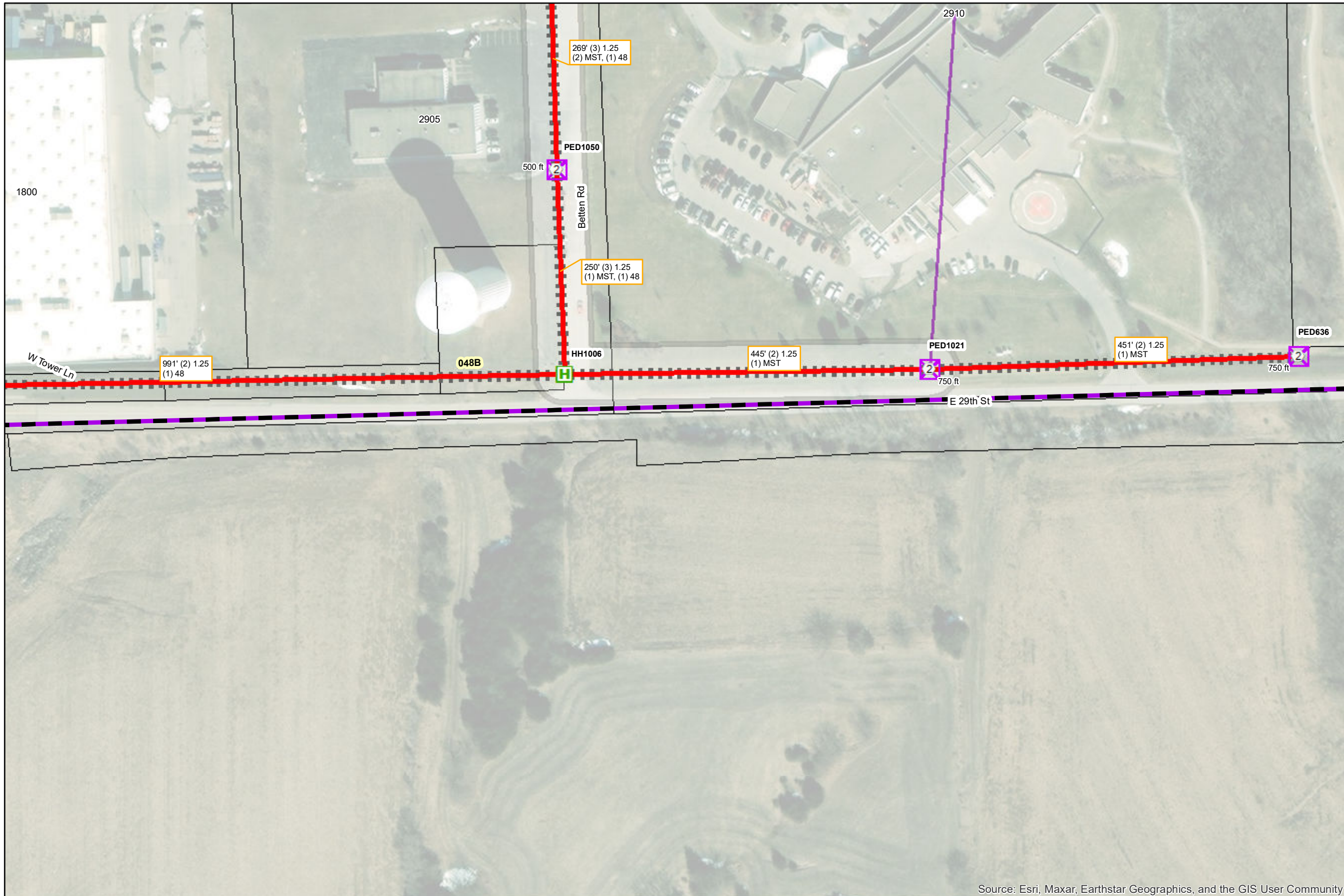
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

Revisions:





**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

**STRUCTURE**

**FIBEREQUIPMENT**

- ② MST 2
- ⊗ Small PED
- Ⓜ T36 Vault

**ROUTE**

**Placement Type**

- UG Bore
- Future MDU Drop

**Conduit**

- ▬ Conduit
- ▭ MST Runs

FN92	FN93	FN94
FO92	FO93	FO94
FP92	FP93	FP94

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N  
  
 1 in = 122 ft

**Allo** FIBER  
 netcall.com  
**Nebraska 811**  
 Know what's below. Call before you dig.



PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

**STRUCTURE**

Small PED  
 PON  
 FIBEREQUIPMENT

**ROUTE**

UG Bore  
 Conduit  
 MST 2

FN93	FN94	FN95
FO93	FO94	FO95
FP93	FP94	FP95

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

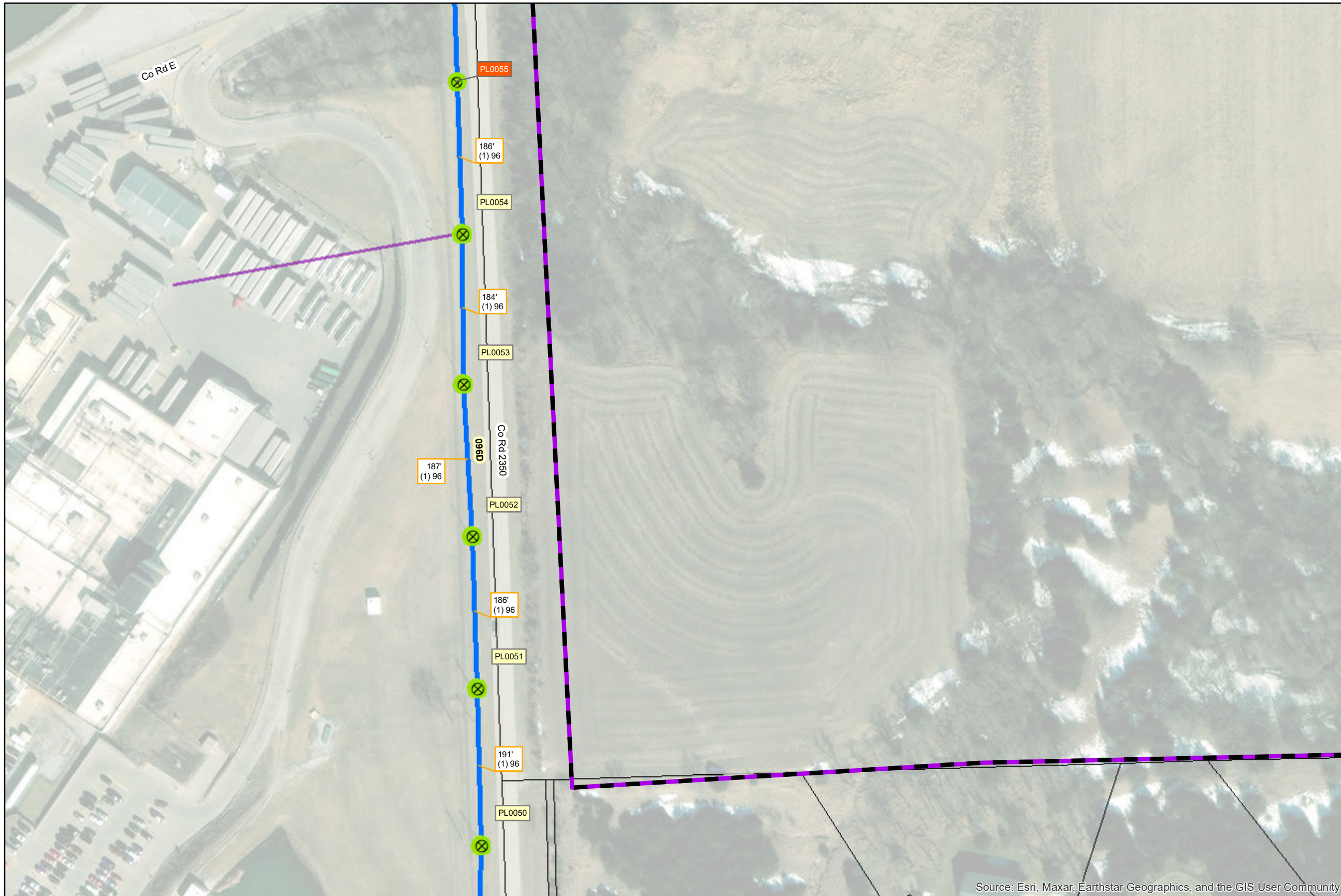


Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N

1 in = 122 ft



**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

- PON
- POLE MR**
- Pole Use
  - ⊗ Power
- POLE NO MR**
- Pole Use
  - ⊗ Power
- ROUTE**
- Placement Type
  - Aerial Strand
- Future MDU Drop
  - Future MDU Drop

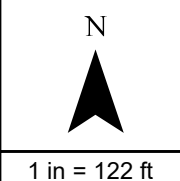
<b>FO91</b>	<b>FO92</b>	<b>FO93</b>
<b>FP91</b>	<b>FP92</b>	<b>FP93</b>
<b>FQ91</b>	<b>FQ92</b>	<b>FQ93</b>

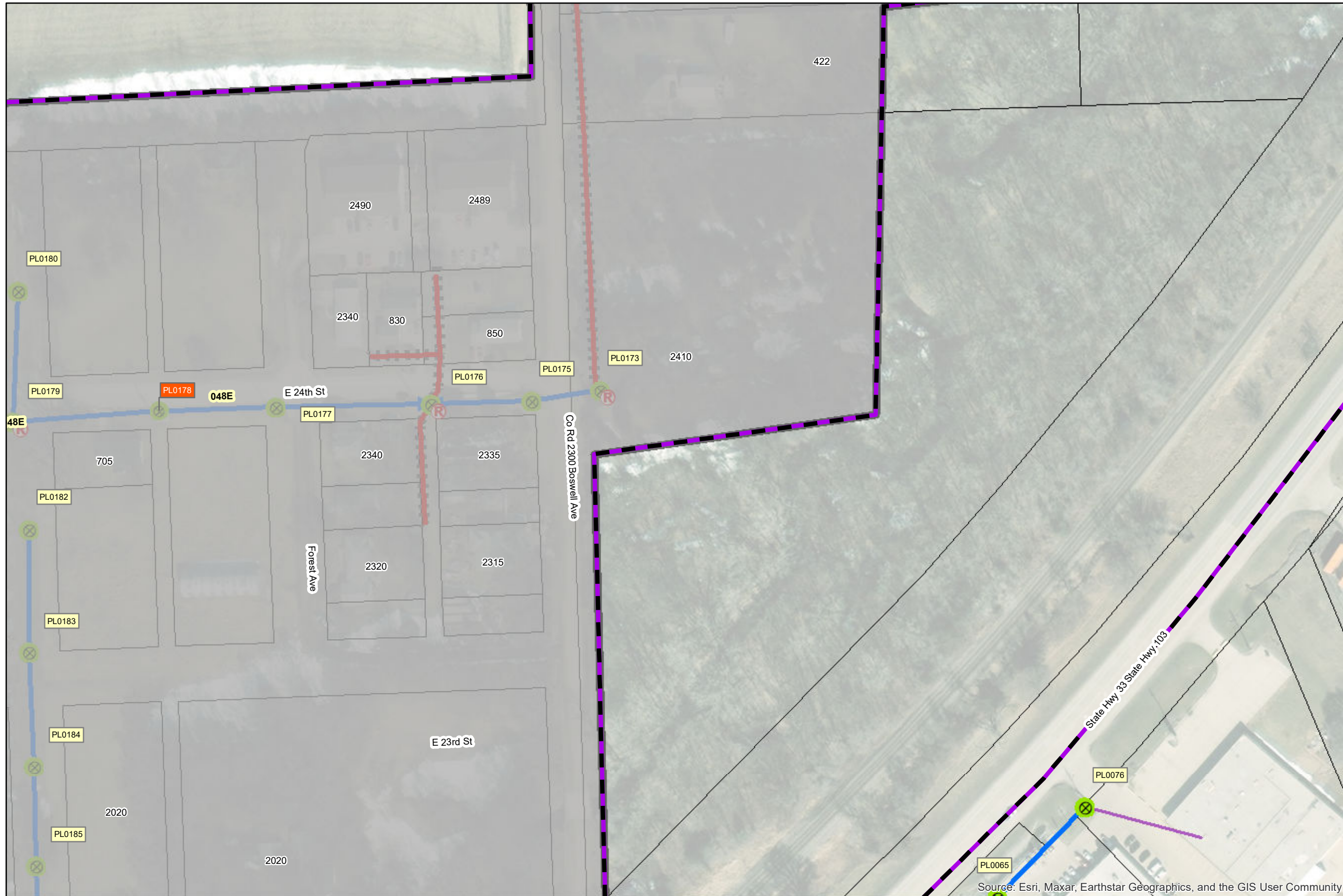
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted separately










Revisions:





**PON:** CRE-01-02  
**DCR:** DCR.number

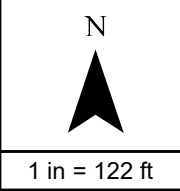
**PERMIT:**  
**LEGEND** Date: 7/21/2023

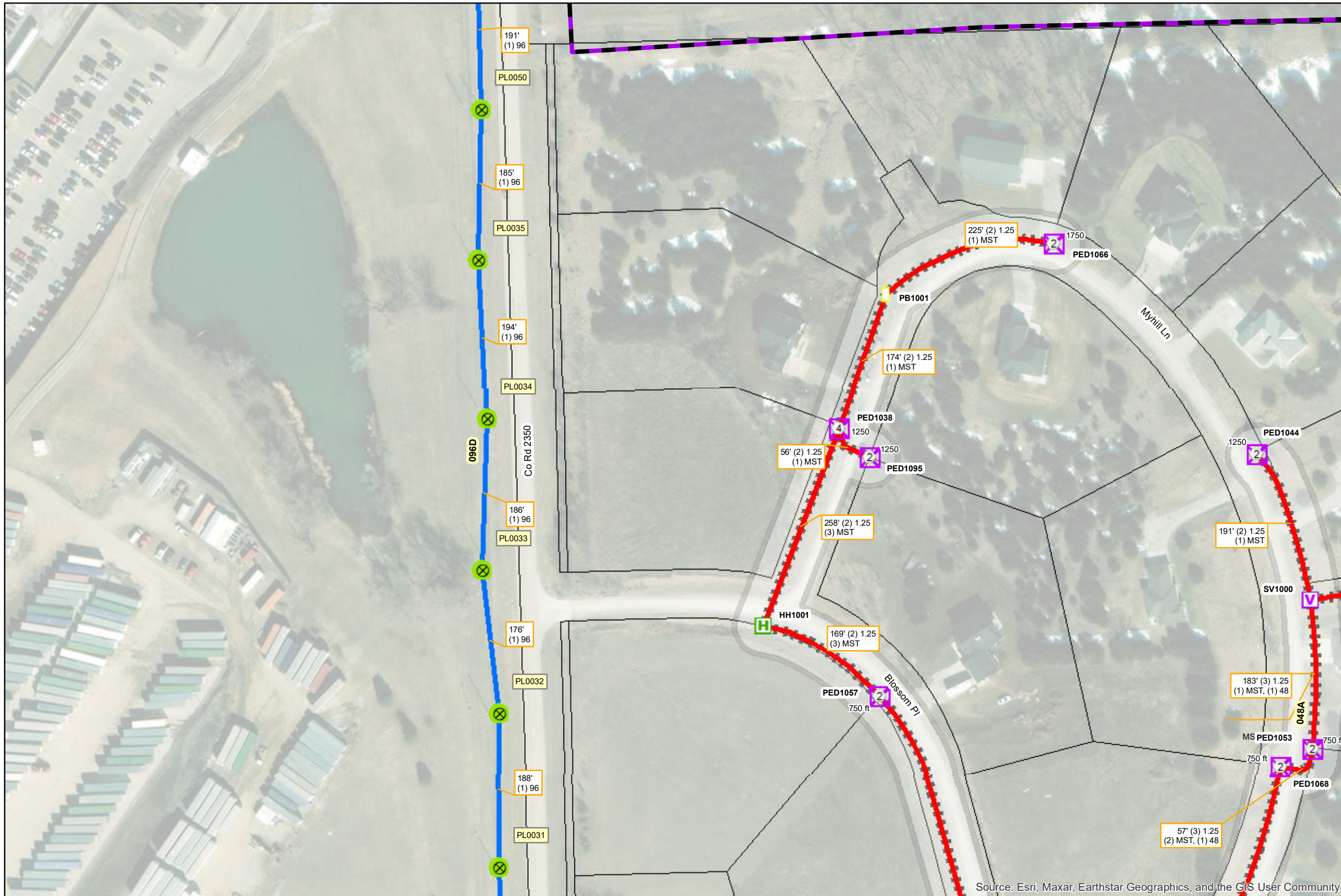
-  PON
-  RISER
- POLE MR**
- Pole Use
-  Power
- POLE NO MR**
- Pole Use
-  Power
- SPLICECLOSURE**
-  Aerial
- ROUTE**
- Placement Type
-  UG Bore
-  Aerial Strand
- Future MDU Drop**
-  Future MDU Drop
-  Conduit

FP89	FP90	FP91
FQ89	FQ90	FQ91
FR89	FR90	FR91

Notes: PLCS Project Routes have been permitted seperatly

Revisions:





**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

STRUCTURE	
	Small PED
	T18
	T36 Vault
	T48 Vault

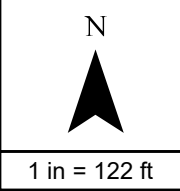
ROUTE	
	UG Bore
	Aerial Strand
	Future MDU Drop
	Conduit
	MST Runs

FP91	FP92	FP93
FQ91	FQ92	FQ93
FR91	FR92	FR93

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community


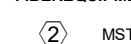








Notes: PLCS Project Routes have been permitted seperatly

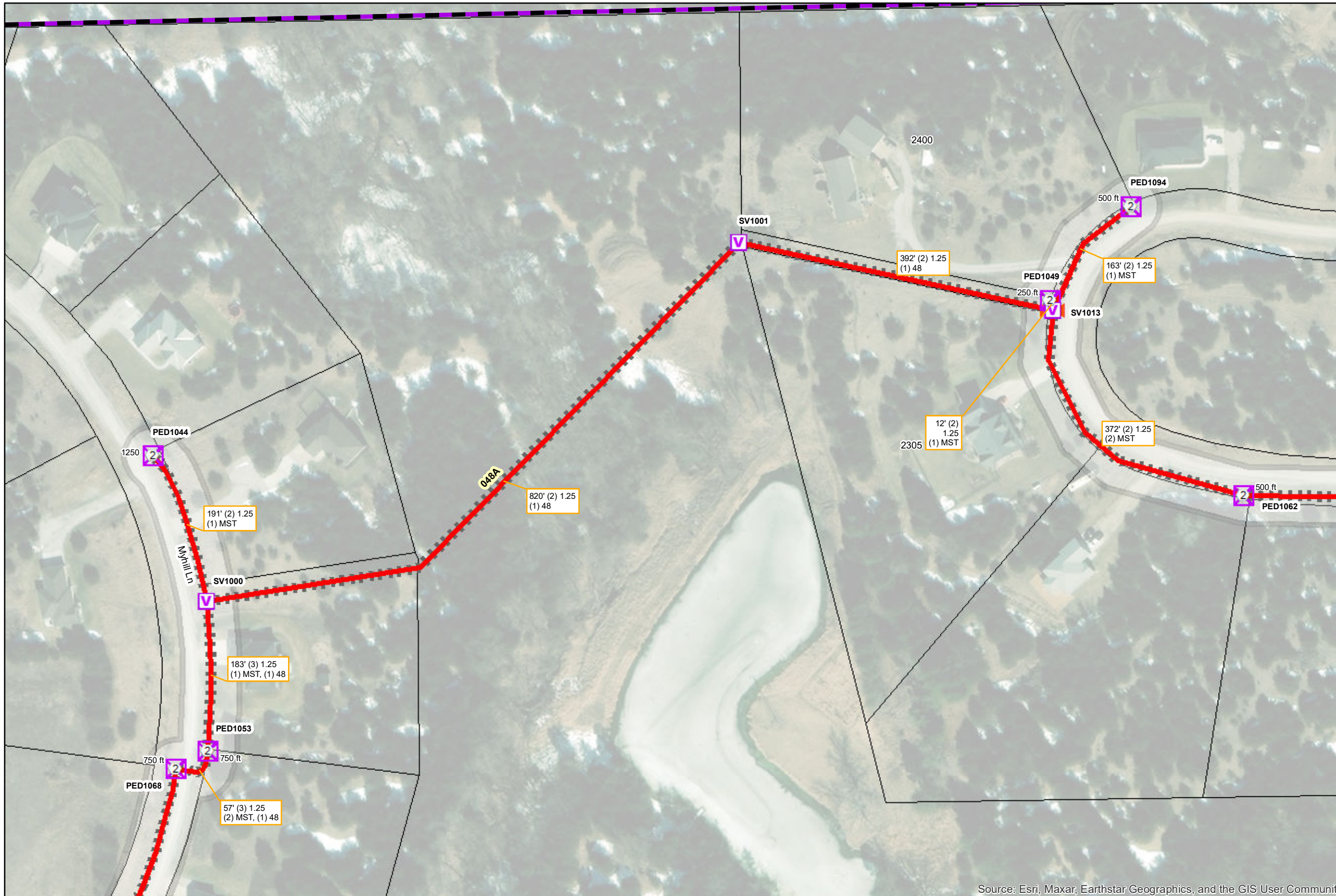
Revisions:



PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

- PERMIT:**
- LEGEND** Date: 7/21/2023
-  PON
  -  FIBEREQUIPMENT
  -  MST 2
  -  STRUCTURE Small PED
  -  T48 Vault
  -  SPLICECLOSURE Underground
  - ROUTE**
  - Placement Type**
  -  UG Bore
  - Future MDU Drop**
  -  Future MDU Drop
  -  Conduit
  -  MST Runs



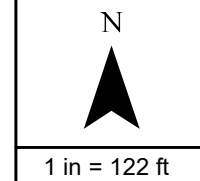
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FQ92	FQ93	FQ94
FR92	FR93	FR94

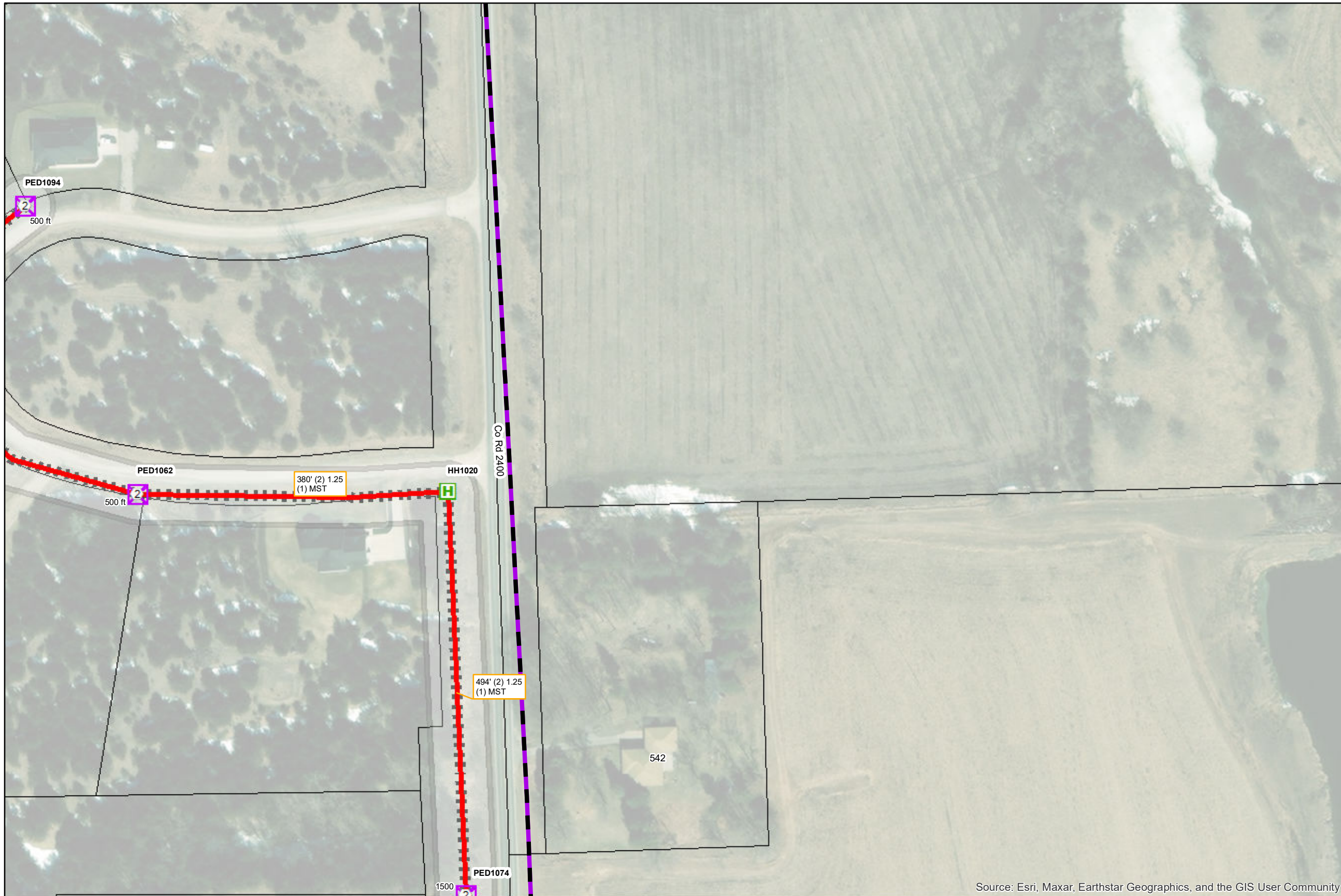
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted separately

Revisions:





PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

**STRUCTURE**

PON: [Symbol] PON  
 FIBEREQUIPMENT: [Symbol] FIBEREQUIPMENT  
 MST 2: [Symbol] MST 2

Small PED: [Symbol] Small PED  
 T36 Vault: [Symbol] T36 Vault

**ROUTE**

Placement Type

UG Bore: [Symbol] UG Bore  
 Conduit: [Symbol] Conduit  
 MST Runs: [Symbol] MST Runs

FP93	FP94	FP95
FQ93	FQ94	FQ95
FR93	FR94	FR95

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

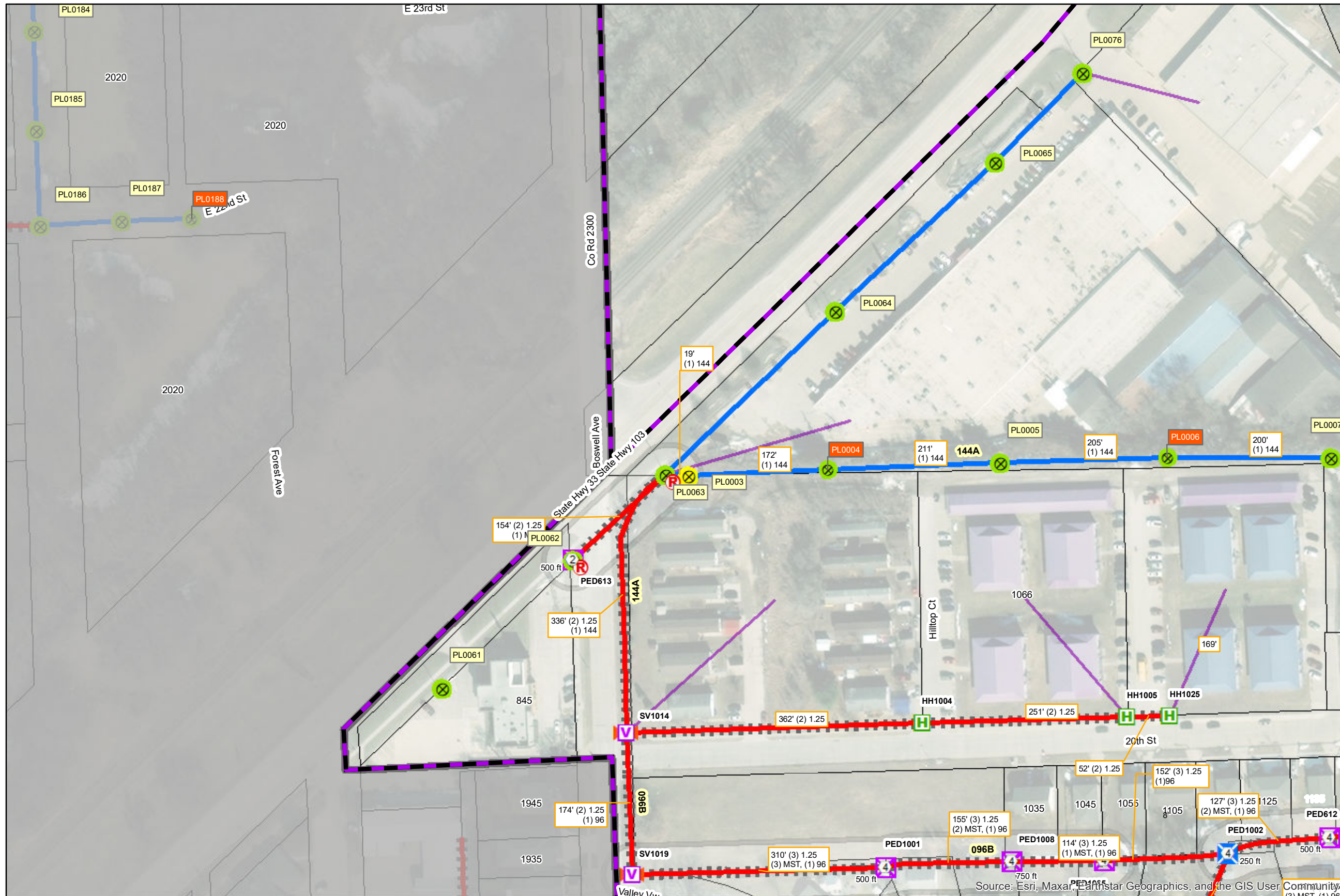


Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N

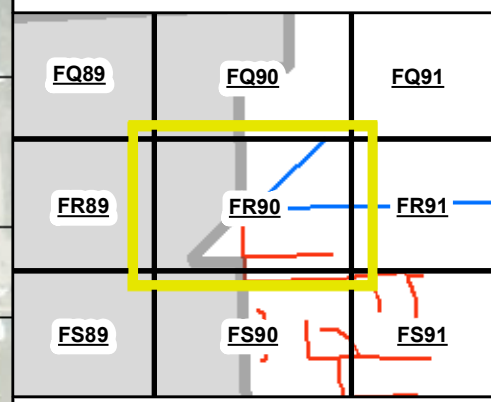
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**PON:** CRE-01-02  
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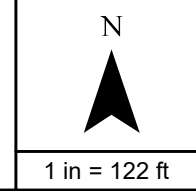
**PERMIT:**  
**LEGEND** Date: 7/21/2023

- |                   |                        |
|-------------------|------------------------|
| PON               | <b>STRUCTURE</b>       |
| FIBEREQUIPMENT    | Large PED              |
| MST 4             | Small PED              |
| MST 2             | T36 Vault              |
| RISER             | T48 Vault              |
| <b>POLE MR</b>    | <b>SPLICECLOSURE</b>   |
| <b>Pole Use</b>   | Underground            |
| Power             | Aerial                 |
| <b>POLE NO MR</b> | <b>ROUTE</b>           |
| <b>Pole Use</b>   | <b>Placement Type</b>  |
| Power             | UG Bore                |
| Telecom           | Aerial Strand          |
|                   | <b>Future MDU Drop</b> |
|                   | Future MDU Drop        |
|                   | Conduit                |
|                   | MST Runs               |



Notes: PLCS Project Routes have been permitted seperatly

Revisions:

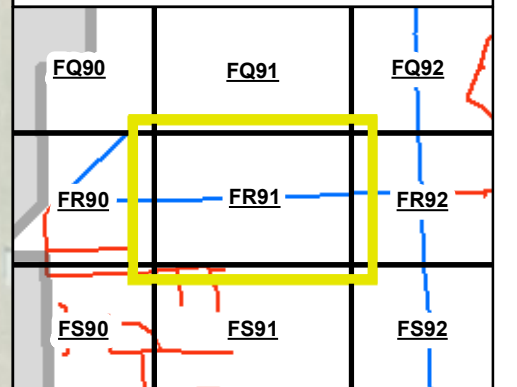
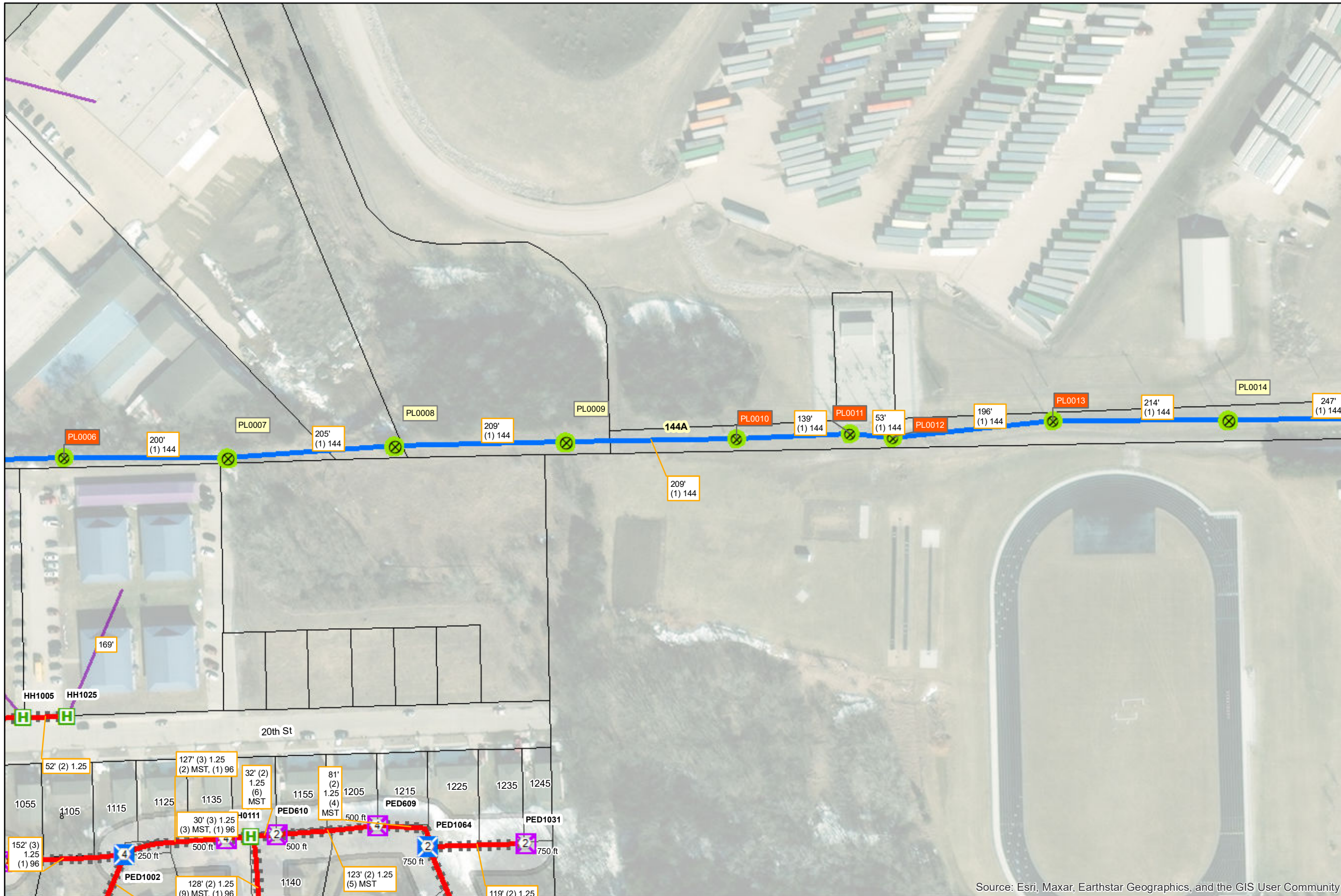


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

- |                   |                        |
|-------------------|------------------------|
| PON               | <b>STRUCTURE</b>       |
| FIBEREQUIPMENT    | Large PED              |
| MST 4             | Small PED              |
| MST 2             | T36 Vault              |
| <b>POLE MR</b>    | <b>ROUTE</b>           |
| <b>Pole Use</b>   | <b>Placement Type</b>  |
| Power             | UG Bore                |
| <b>POLE NO MR</b> | Aerial Strand          |
| <b>Pole Use</b>   | <b>Future MDU Drop</b> |
| Power             | Future MDU Drop        |
|                   | Conduit                |
|                   | MST Runs               |

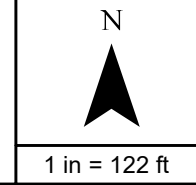


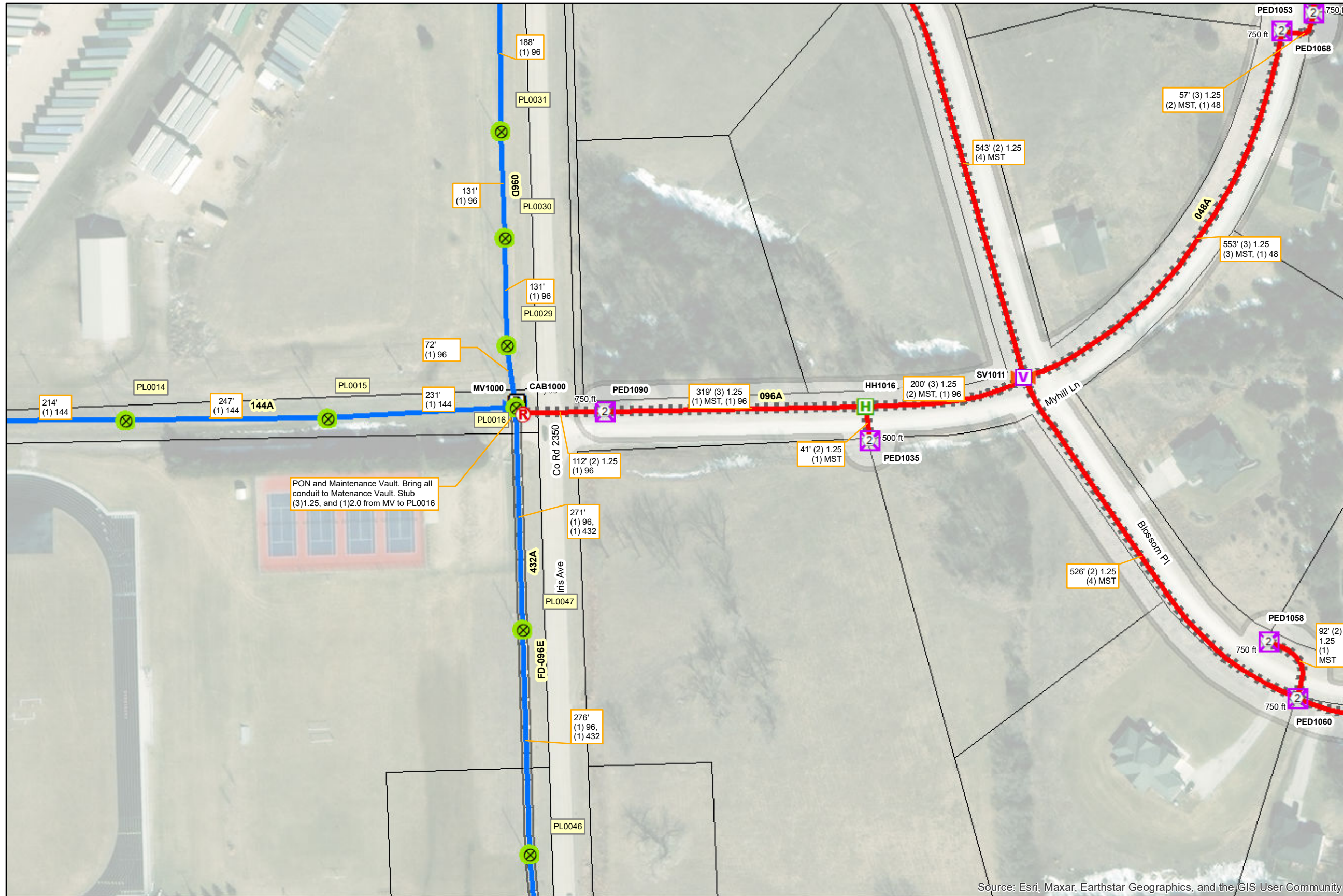
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted separately

Revisions:

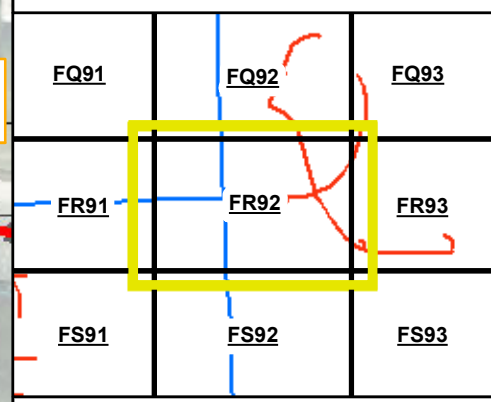




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**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

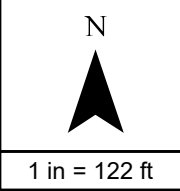
- |                   |                        |
|-------------------|------------------------|
| PON               | <b>STRUCTURE</b>       |
| FIBEREQUIPMENT    | 1152 Cabinet           |
| MST 2             | Small PED              |
| RISER             | T36 Vault              |
| <b>POLE NO MR</b> | T48 Vault              |
| <b>Pole Use</b>   | T60 Vault              |
| Power             | <b>SPLICECLOSURE</b>   |
|                   | Underground            |
|                   | Aerial                 |
|                   | <b>ROUTE</b>           |
|                   | <b>Placement Type</b>  |
|                   | UG Bore                |
|                   | Aerial Strand          |
|                   | Feeder Fiber           |
|                   | <b>Future MDU Drop</b> |
|                   | Future MDU Drop        |
|                   | Conduit                |
|                   | MST Runs               |

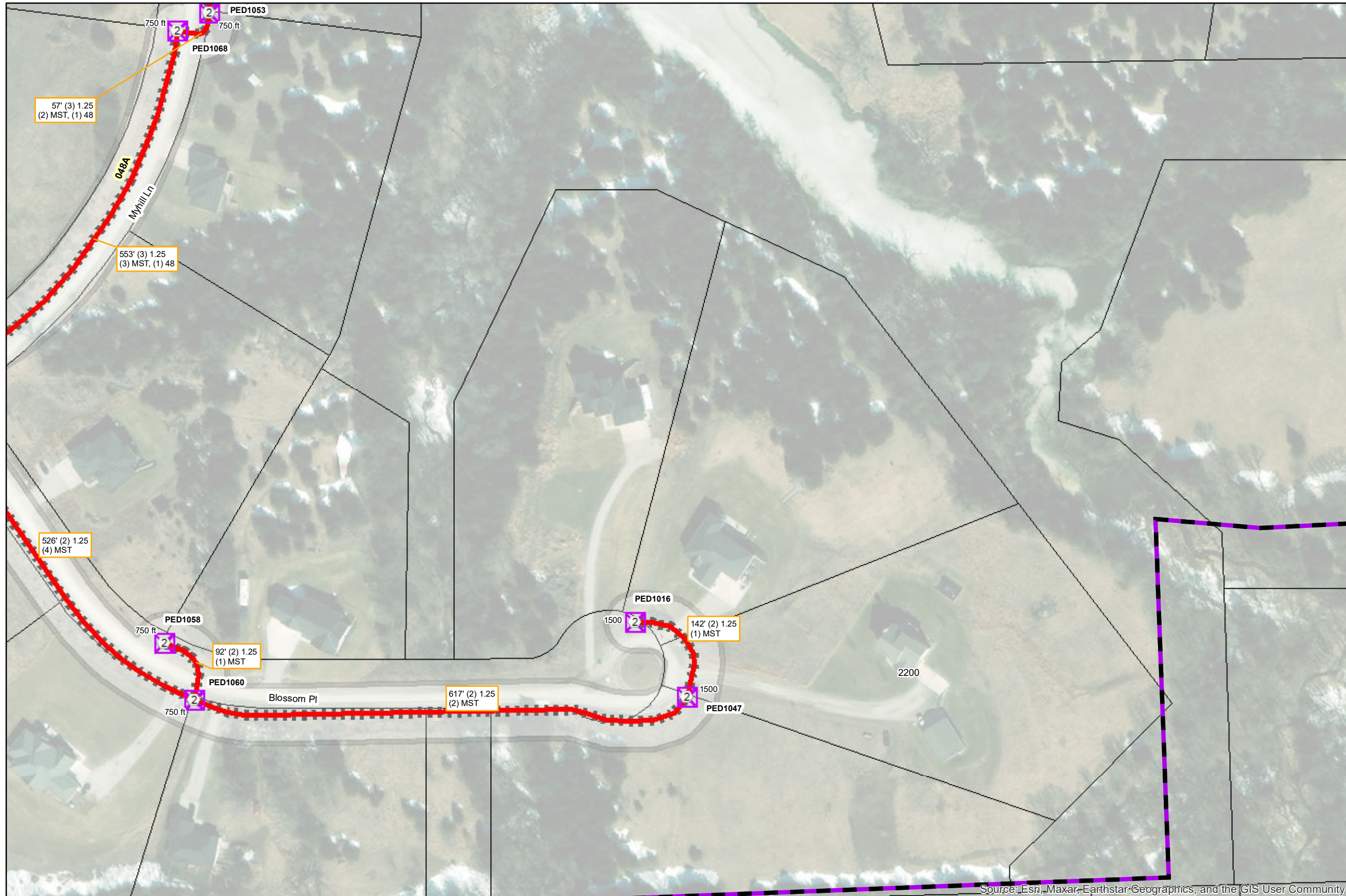


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:





**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

- PON
- STRUCTURE
- Small PED
- FIBEREQUIPMENT
- MST 2
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop**
- Future MDU Drop
- Conduit
- MST Runs

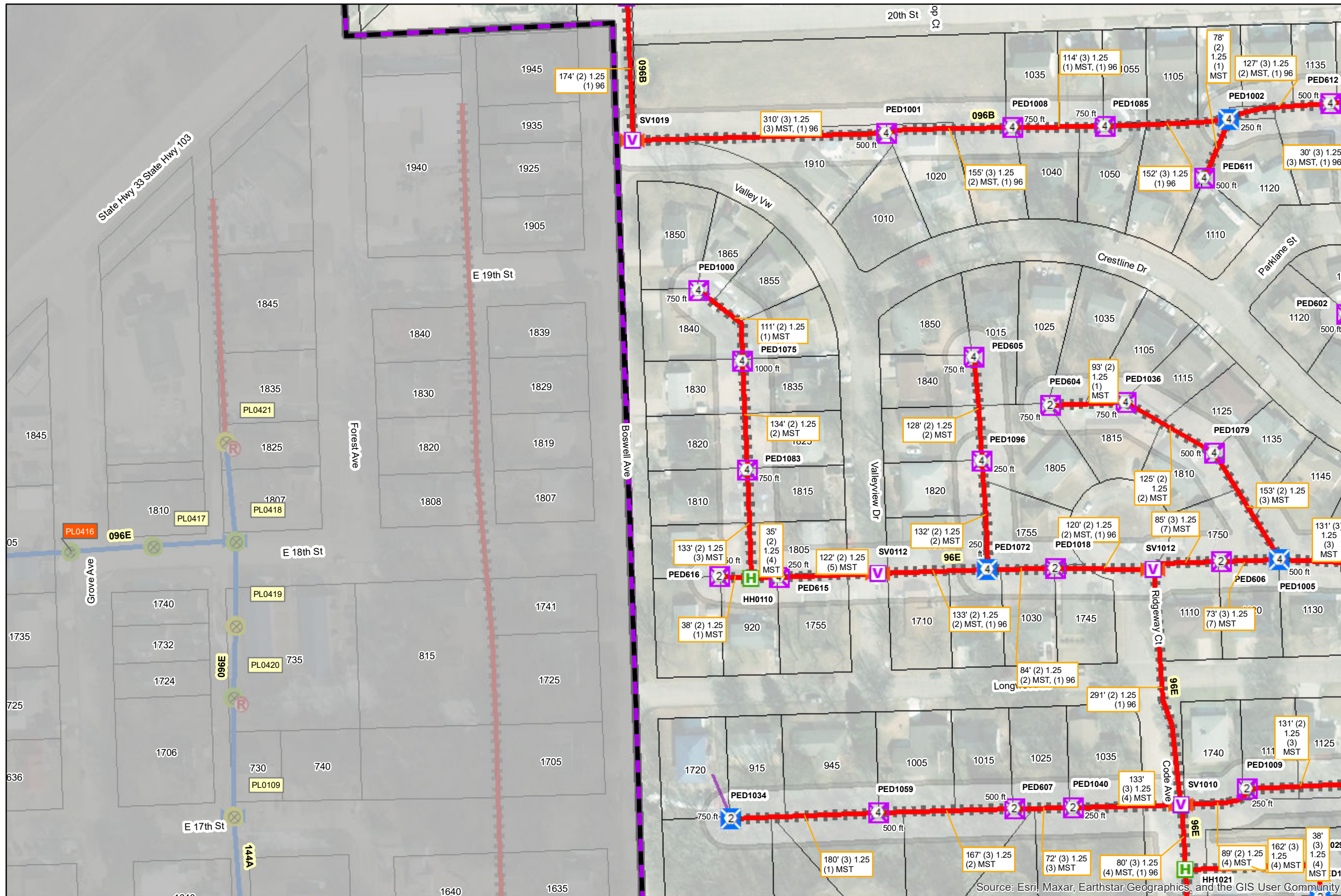

Source: Esri, Maxar, Earthstar-Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted separately

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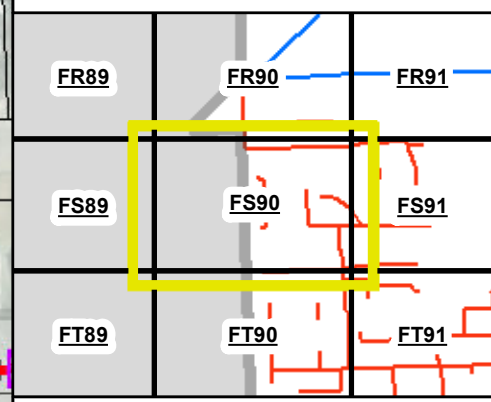
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PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

FIBEREQUIPMENT		STRUCTURE	
(4)	MST 4	[Blue X]	Large PED
(2)	MST 2	[Purple X]	Small PED
(R)	RISER	[Green H]	T36 Vault
[Green X]	Power	[Purple V]	T48 Vault
[Yellow X]	Telecom	[Orange X]	Underground
		[Blue X]	Aerial
POLE MR		SPLICECLOSURE	
[Green X]	Power	[Blue X]	Aerial
[Yellow X]	Telecom	[Orange X]	Underground
POLE NO MR		ROUTE	
[Green X]	Power	[Red Line]	UG Bore
[Yellow X]	Telecom	[Blue Line]	Aerial Strand
		[Purple Line]	Future MDU Drop
		[Grey Box]	MST Runs

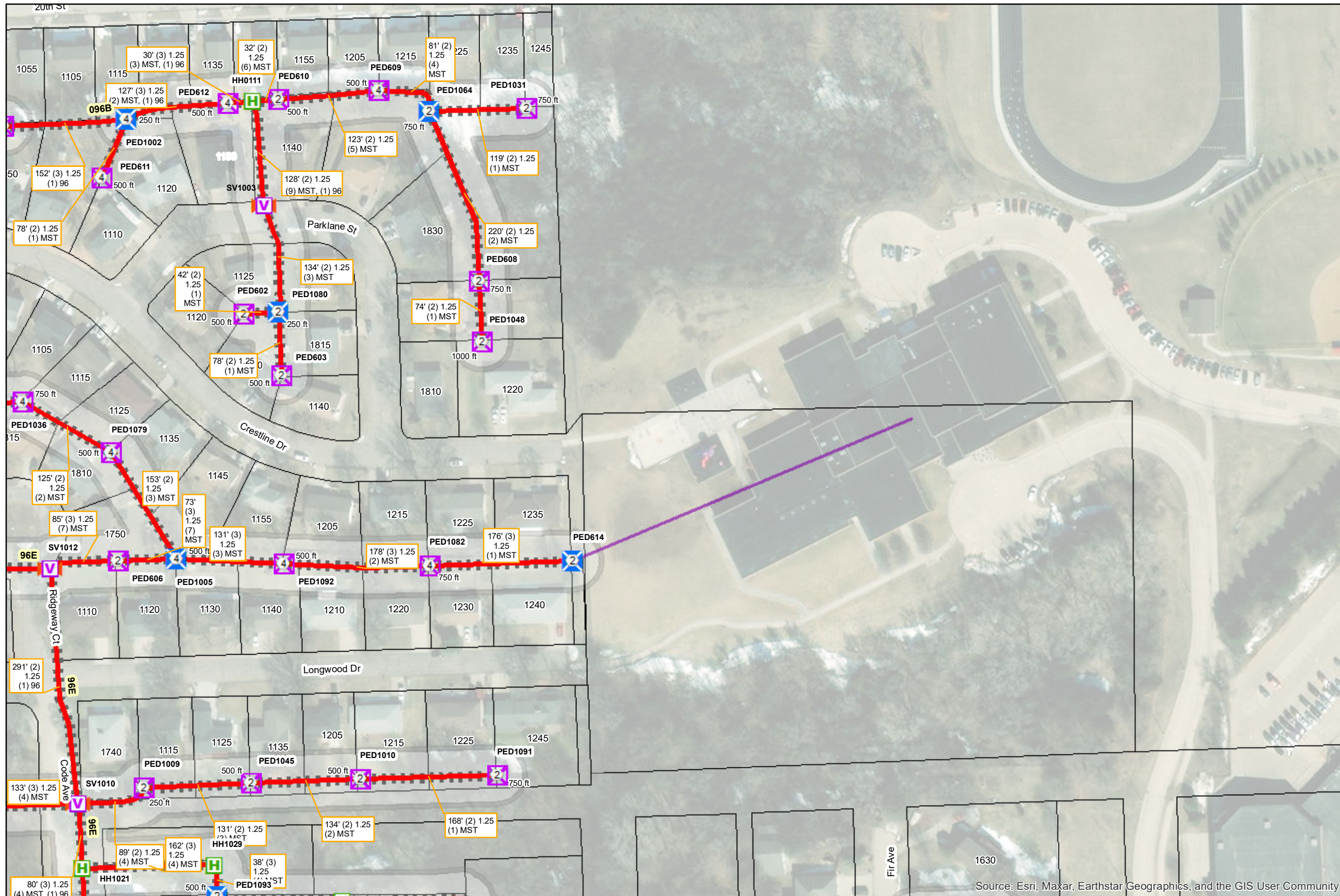


Notes: PLCS Project Routes have been permitted seperatly

Revisions:



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

**STRUCTURE**

- Large PED
- Small PED
- T36 Vault
- T48 Vault

**SPLICE CLOSURE**

- Underground

**ROUTE**

**Placement Type**

- UG Bore

**Future MDU Drop**

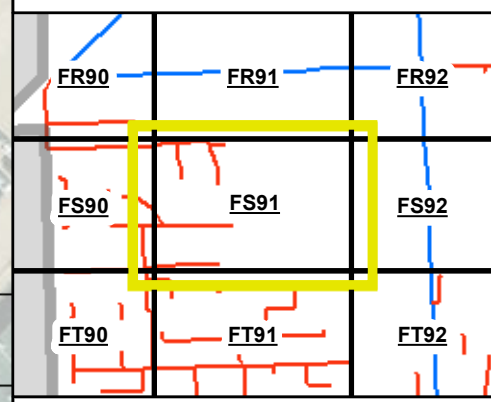
- Future MDU Drop

**Conduit**

- Conduit

**MST Runs**

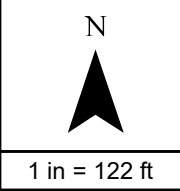
- MST Runs

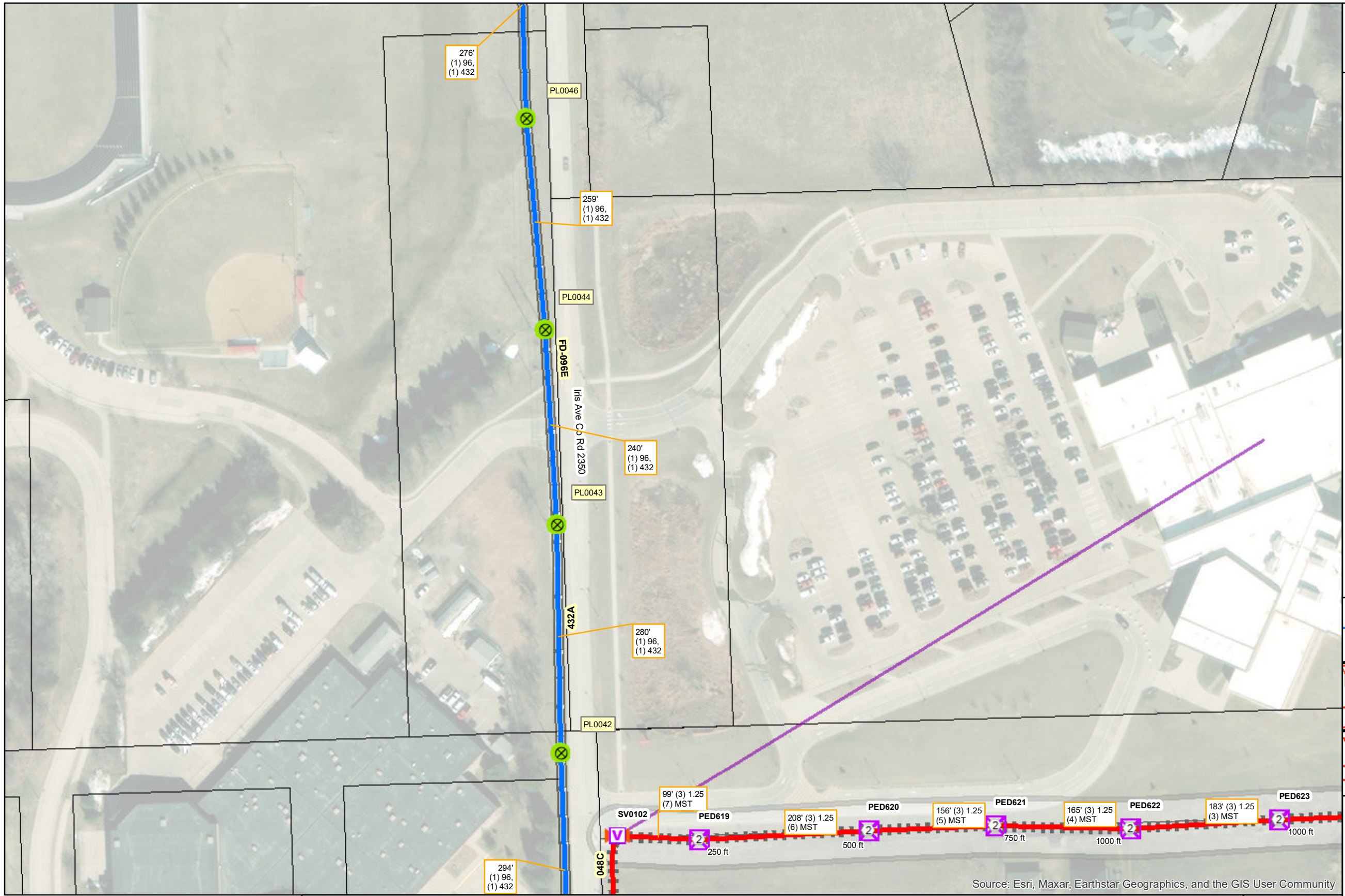


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

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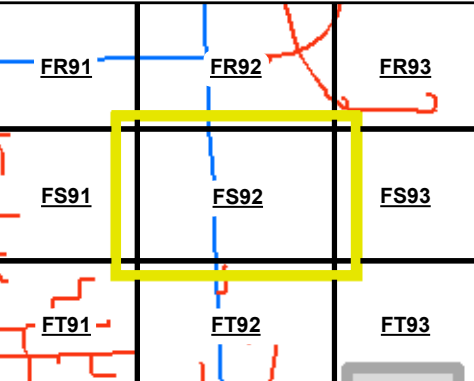




**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

- |                   |                        |
|-------------------|------------------------|
| PON               | <b>STRUCTURE</b>       |
| FIBEREQUIPMENT    | Small PED              |
| MST 2             | T48 Vault              |
| <b>POLE NO MR</b> | <b>SPLICECLOSURE</b>   |
| <b>Pole Use</b>   | Underground            |
| Power             | <b>ROUTE</b>           |
|                   | <b>Placement Type</b>  |
|                   | UG Bore                |
|                   | Aerial Strand          |
|                   | Feeder Fiber           |
|                   | <b>Future MDU Drop</b> |
|                   | Future MDU Drop        |
|                   | Conduit                |
|                   | MST Runs               |

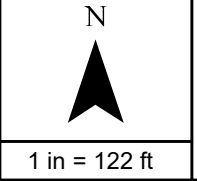


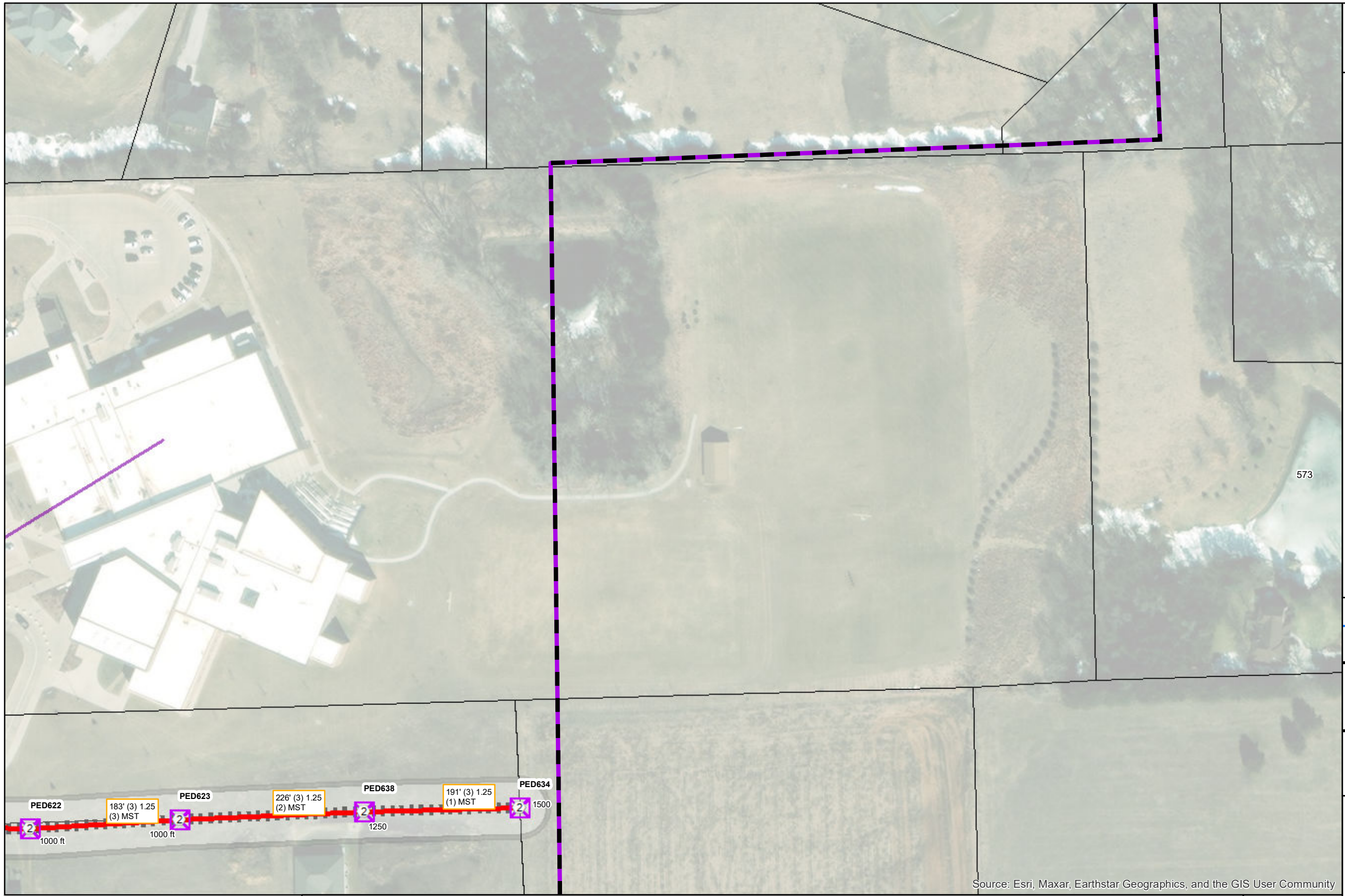
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted separately

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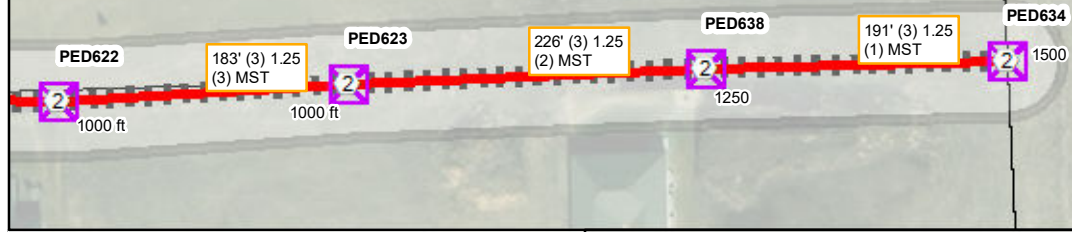


PON: CRE-01-02  
 DCR: DCR.number

PERMIT:  
 LEGEND Date: 7/21/2023

- PON
- STRUCTURE
- Small PED
- FIBEREQUIPMENT
- MST 2
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop**
- Future MDU Drop
- Conduit
- MST Runs

FR92	FR93	FR94
FS92	FS93	FS94
FT92	FT93	FT94

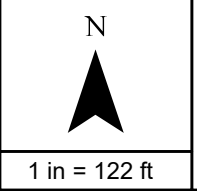


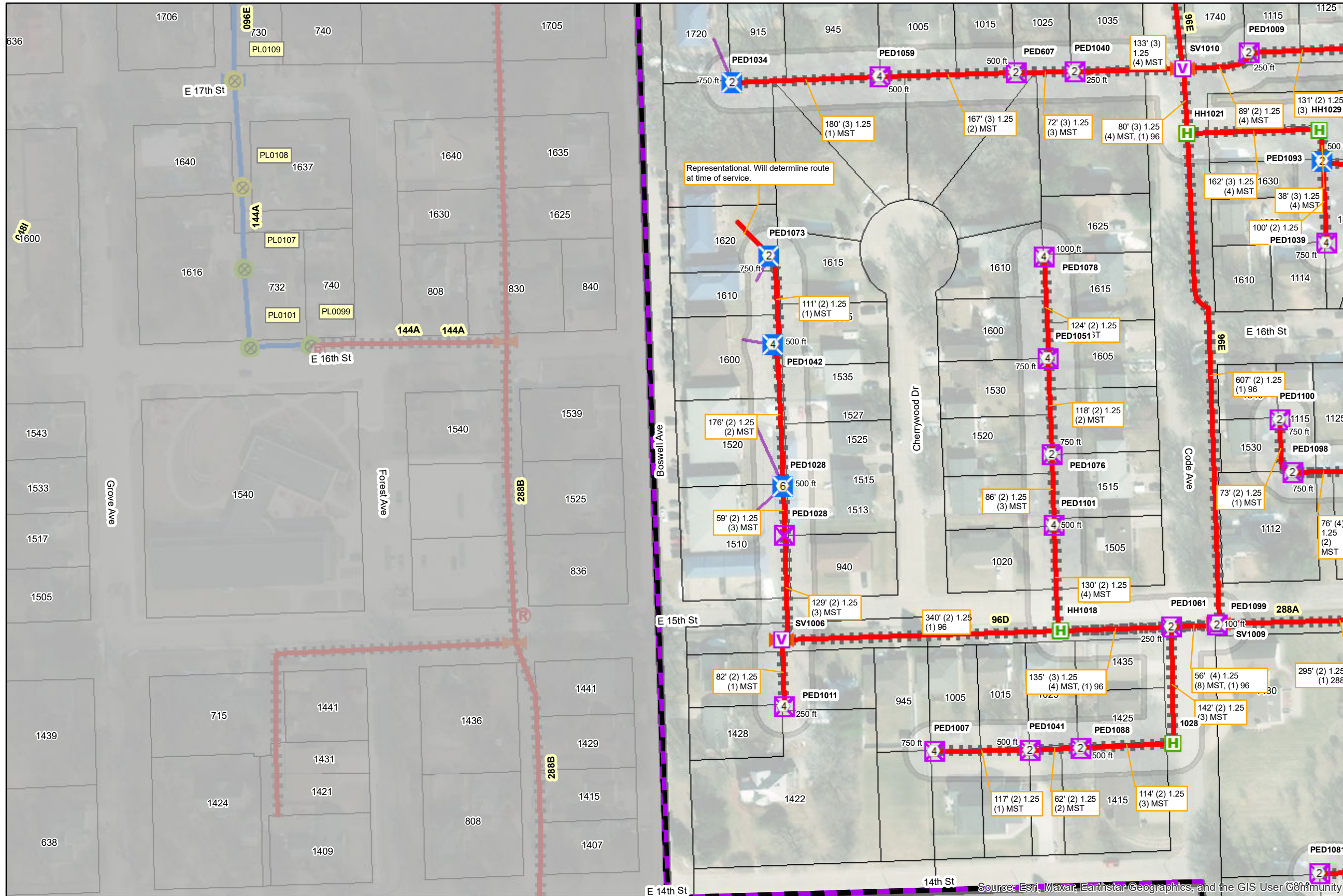
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

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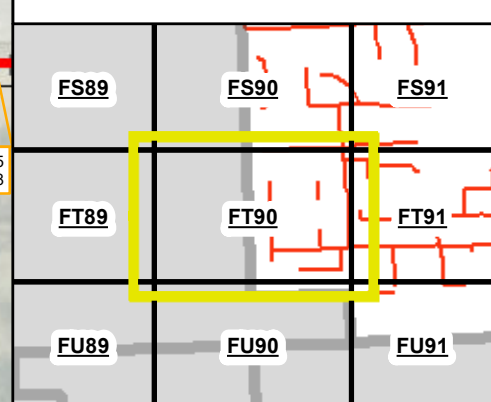




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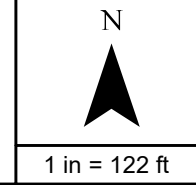
**PERMIT:**  
**LEGEND** Date: 7/21/2023

	<b>PON</b>		<b>STRUCTURE</b>
	<b>FIBEREQUIPMENT</b>		Large PED
	MST 6		Small PED
	MST 4		T36 Vault
	MST 2		T48 Vault
	RISER		Underground
	<b>POLE NO MR</b>		Aerial
	Power		UG Bore
	Telecom		Aerial Strand
			Future MDU Drop
			Conduit
			MST Runs

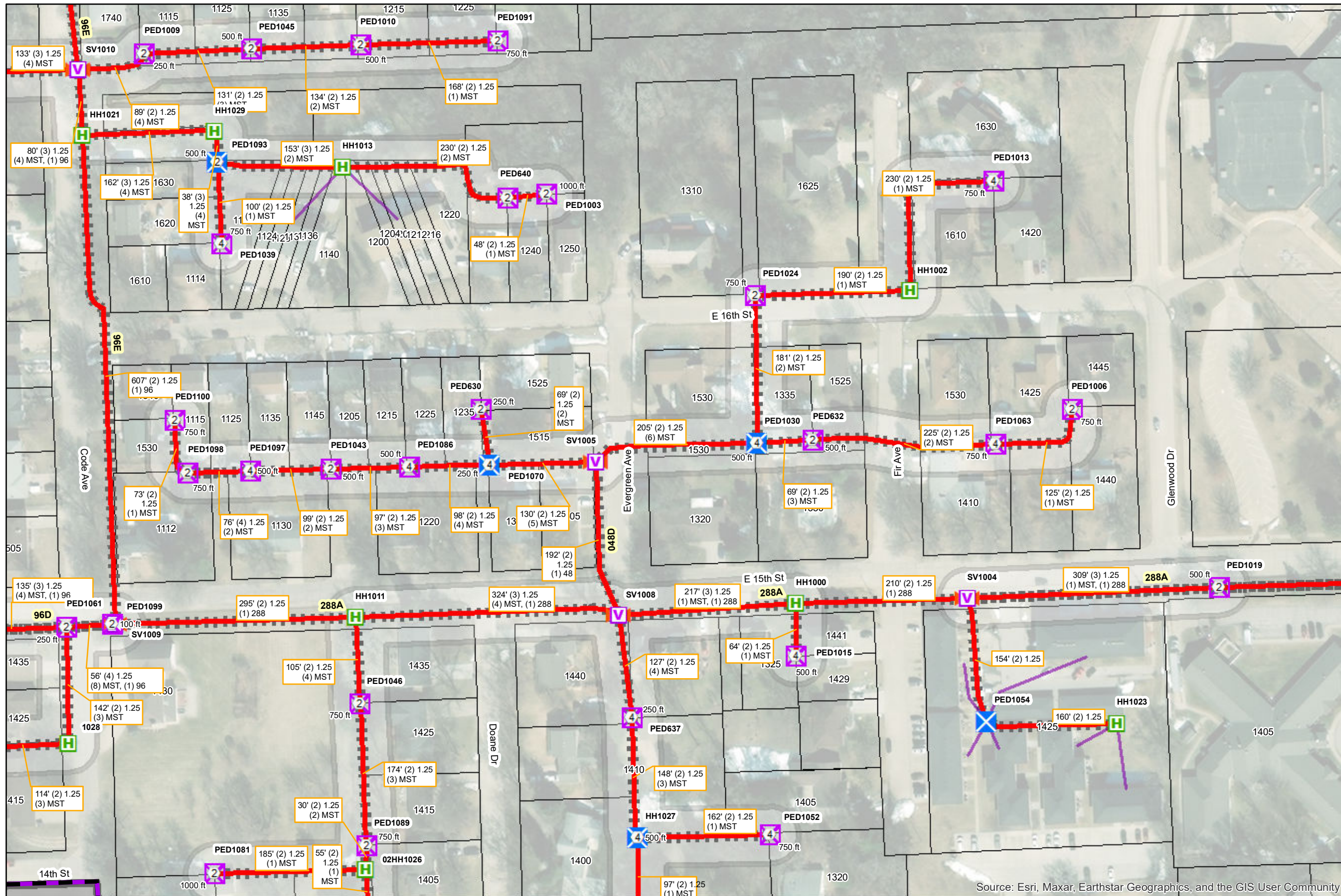


Notes: PLCS Project Routes have been permitted separately

Revisions:



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

**STRUCTURE**

- Large PED
- Small PED
- T36 Vault
- T48 Vault

**SPLICE CLOSURE**

- Underground

**ROUTE**

**Placement Type**

- UG Bore

**Future MDU Drop**

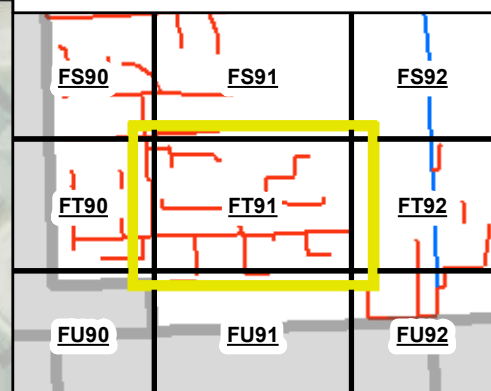
- Future MDU Drop

**Conduit**

- Conduit

**MST Runs**

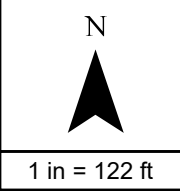
- MST Runs

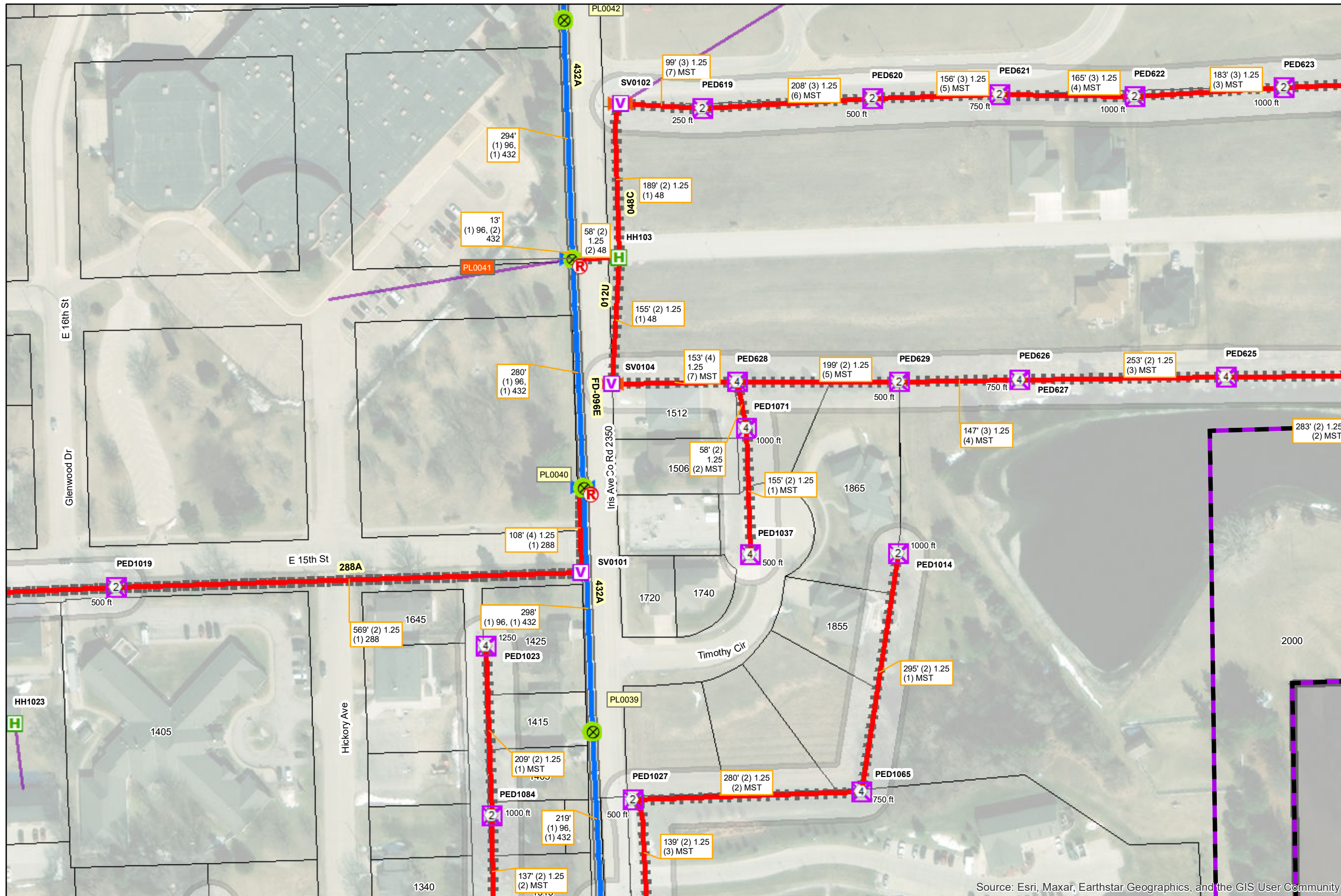


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Revisions:





**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

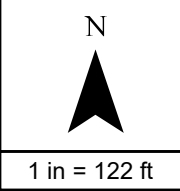
FIBEREQUIPMENT		STRUCTURE	
(4)	MST 4	⊗	Small PED
(2)	MST 2	H	T36 Vault
Ⓡ	RISER	V	T48 Vault
POLE MR		SPLICECLOSURE	
⊗	Power	◀▶	Underground
POLE NO MR		ROUTE	
⊗	Power	—	UG Bore
		—	Aerial Strand
		—	Feeder Fiber
		—	Future MDU Drop
		—	Future MDU Drop
			Conduit
		□	MST Runs

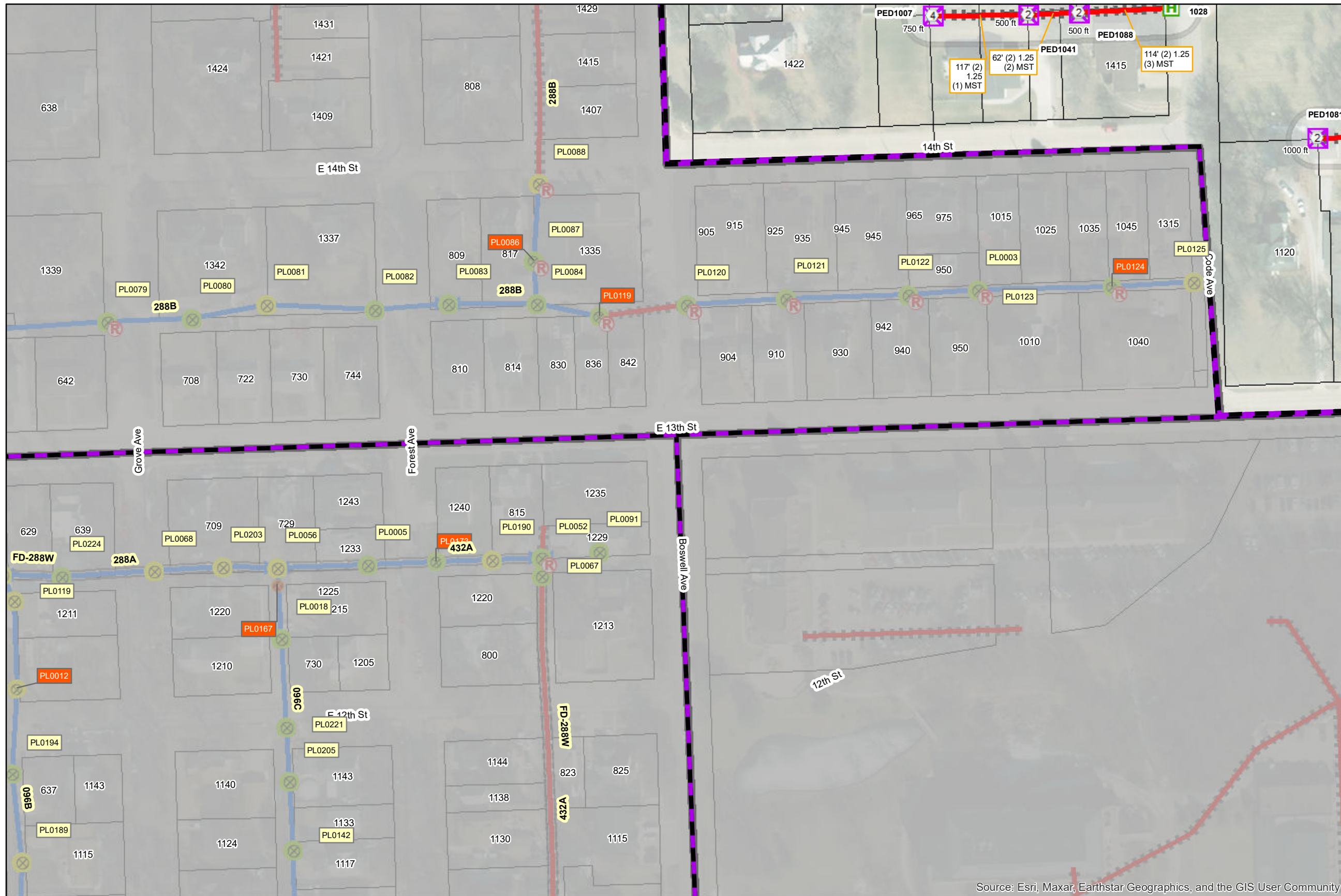
FS91	FS92	FS93
FT91	FT92	FT93
FU91	FU92	FU93

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

Revisions:

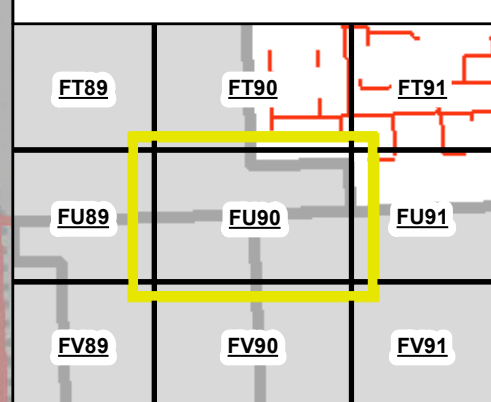




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 LEGEND Date: 7/21/2023

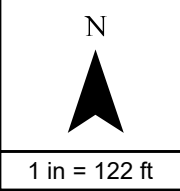
- |  |                |  |               |
|--|----------------|--|---------------|
|  | PON            |  | STRUCTURE     |
|  | FIBEREQUIPMENT |  | Small PED     |
|  | MST 4          |  | T36 Vault     |
|  | MST 2          |  | Aerial        |
|  | RISER          |  | UG Bore       |
|  | POLE MR        |  | Aerial Strand |
|  | Unknown        |  | Feeder Fiber  |
|  | Power          |  | Conduit       |
|  | Telecom        |  | MST Runs      |
|  | POLE NO MR     |  |               |
|  | Power          |  |               |
|  | Telecom        |  |               |

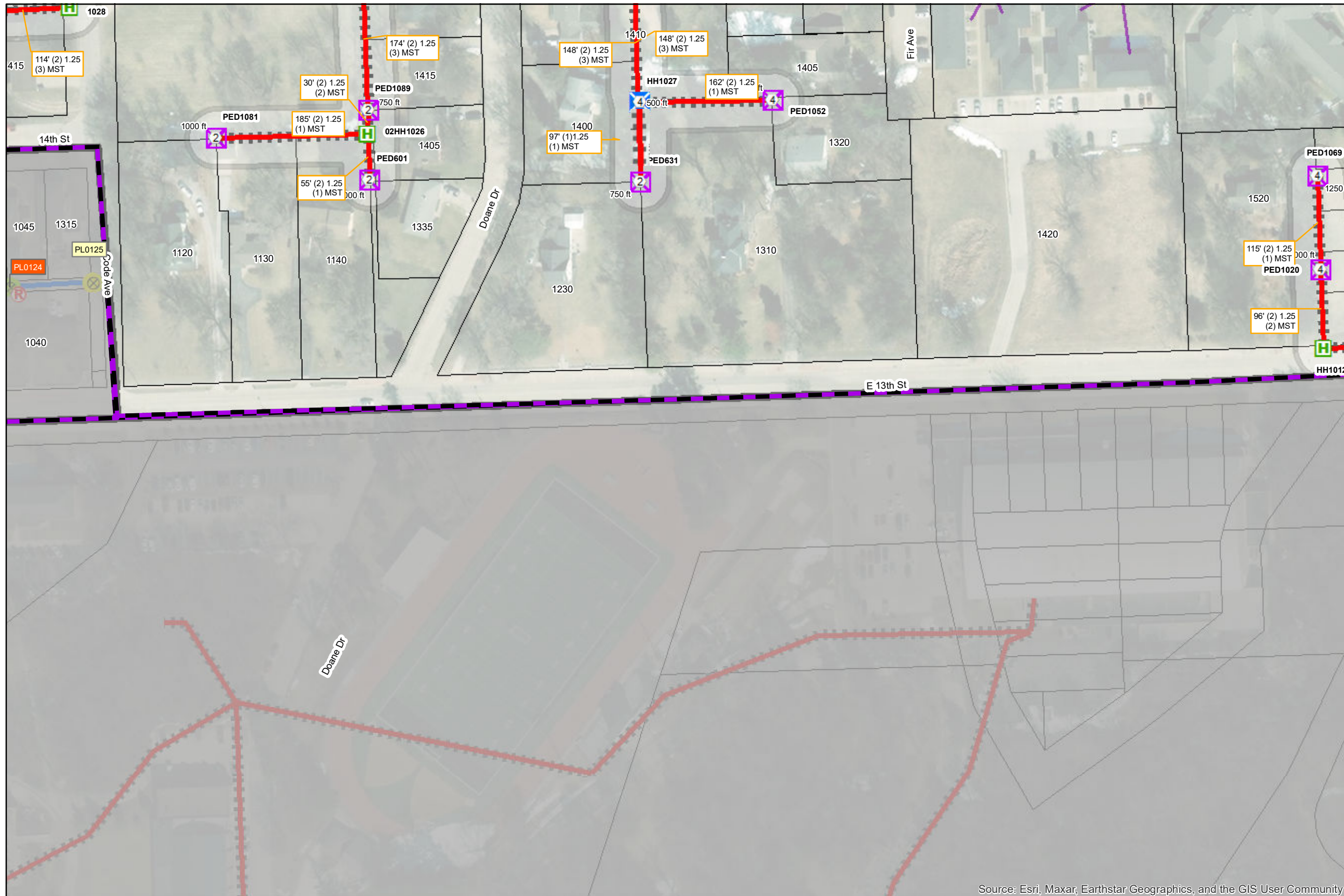


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

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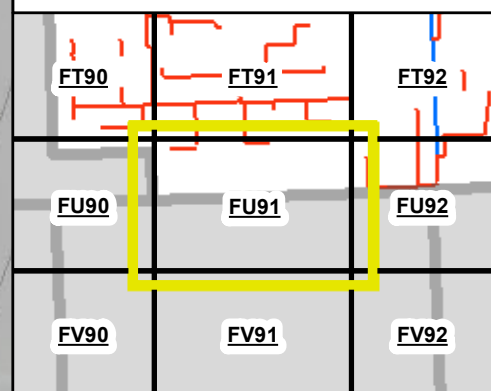




**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

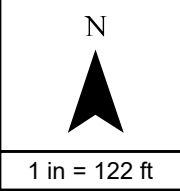
	<b>PON</b>		<b>STRUCTURE</b>
	<b>FIBEREQUIPMENT</b>		Large PED
	MST 4		Small PED
	MST 2		T36 Vault
	<b>RISER</b>		<b>ROUTE</b>
	<b>POLE MR</b>		<b>Placement Type</b>
	Pole Use		UG Bore
	Power		Aerial Strand
	<b>POLE NO MR</b>		Future MDU Drop
	Pole Use		Future MDU Drop
	Telecom		Conduit
			MST Runs

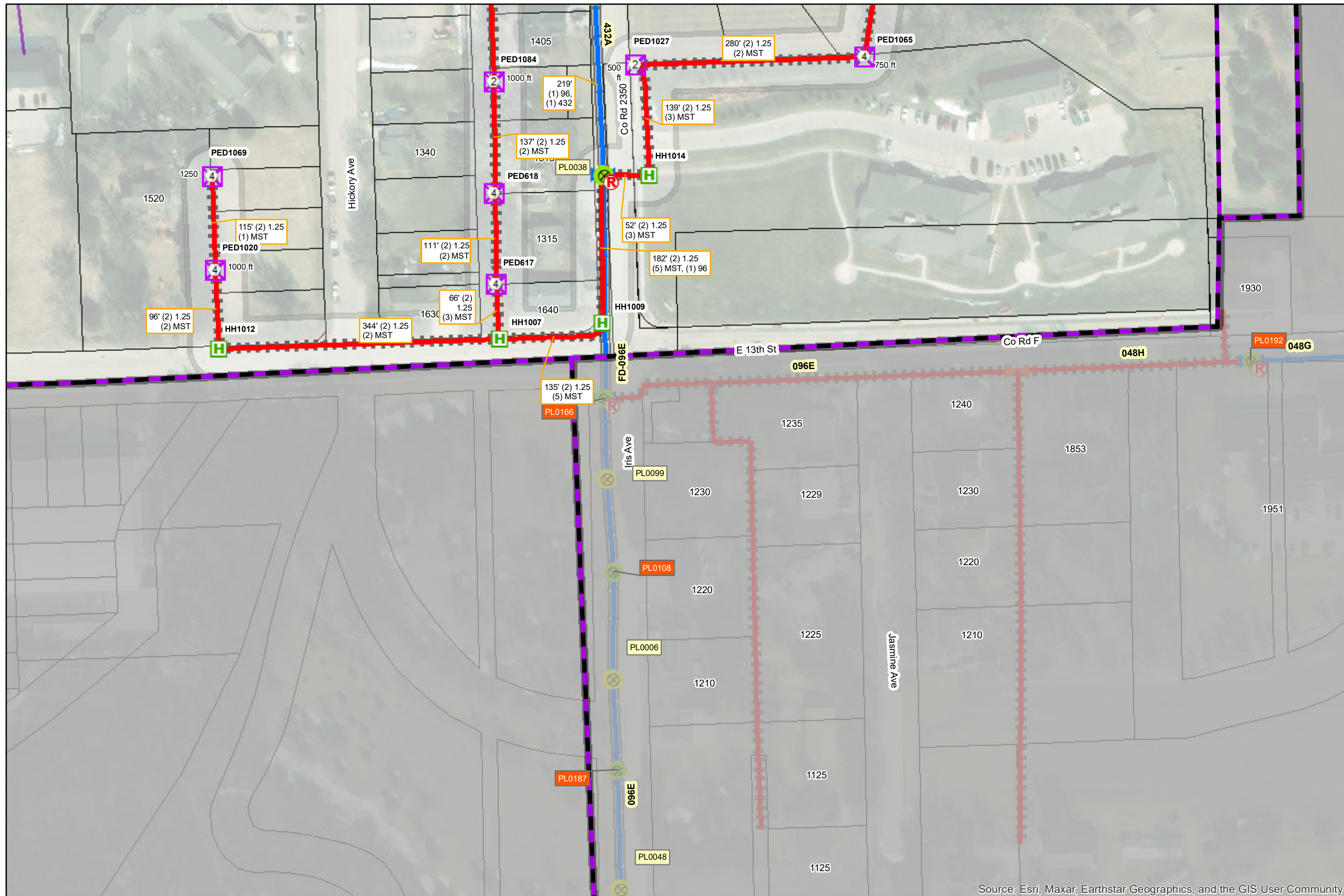


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

Revisions:

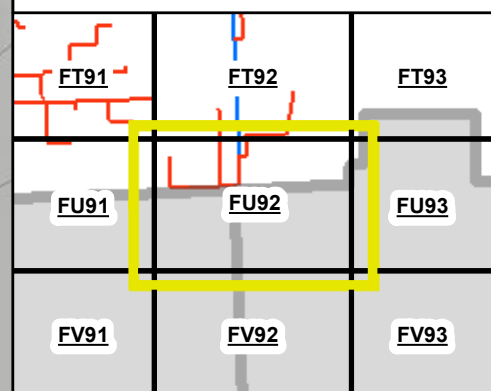




**PON:** CRE-01-02  
**DCR:** DCR.number

**PERMIT:**  
**LEGEND** Date: 7/21/2023

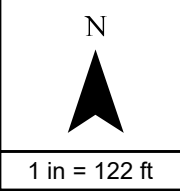
PON	<b>STRUCTURE</b>
FIBEREQUIPMENT MST 4	Small PED
FIBEREQUIPMENT MST 2	T36 Vault
FIBEREQUIPMENT RISER	<b>SPLICECLOSURE</b>
<b>POLE MR</b>	Underground
<b>Pole Use</b>	Aerial
Power	<b>ROUTE</b>
Telecom	<b>Placement Type</b>
<b>POLE NO MR</b>	UG Bore
<b>Pole Use</b>	Aerial Strand
Power	Feeder Fiber
Telecom	<b>Future MDU Drop</b>
	Future MDU Drop
	Conduit
	MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:





# Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Allo Communications hereby request to occupy City of Crete Right-of-  
Name

Way at PON 2 (See Map for Area) with a device or structure.  
Address

Description of structure or device:

FTTH to every home and business in the attached planset

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director \_\_\_\_\_ Date: \_\_\_\_\_

Note:

- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

James Dobesh  
Signature of Applicant

07/21/2023  
Date of Application

**RESOLUTION NO. 2023-15**

**A RESOLUTION OF THE CITY OF CRETE, NEBRASKA, TO APPOINT MEMBERS OF ITS COUNCIL TO THE SALINE COUNTY RAILROAD TRANSPORTATION DISTRICT.**

WHEREAS, at its August 16, 2022 Council Meeting, the Council of the City of Crete passed a resolution to form a Railroad Transportation Safety District.

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

**Section 1.** That the members of the Railroad Transportation Safety District from the City of Crete shall be Dale Strehle, Anthony Fitzgerald, and Kyle Frans.

**Section 2.** This resolution shall be in force and effect from and after its adoption as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**ENGINEER'S BUDGETARY OPINION OF PROBABLE COST**  
**WELL AND TRANSMISSION MAIN IMPROVEMENTS**  
**CRETE, NEBRASKA**  
**JEO PROJECT NO. 210597.00**

Date Prepared:  
 July 27, 2023



**ESTIMATE OF QUANTITIES**

Item #	Description	Unit	Quantity	Unit Price	Total
<b>GROUP A - INSTALL WELL</b>					
1.	Mobilization	LS	1	\$50,000.00	\$50,000
2.	Bonding and Insurance	LS	1	\$15,000.00	\$15,000
3.	Drill 28" Bore Hole	VF	150	\$100.00	\$15,000
4.	16" PVC Casing	VF	125	\$150.00	\$18,750
5.	16" SS Screen (80 Slot)	VF	25	\$450.00	\$11,250
6.	Gravel Pack	LS	1	\$7,500.00	\$7,500
7.	Bentonite, Grout, Develop & Disinfect Well	LS	1	\$15,000.00	\$15,000
8.	Step Drawdown and Constant Rate Pump Testing	HOURL	30	\$250.00	\$7,500
9.	Plumbness and Alignment Test	LS	1	\$1,500.00	\$1,500
10.	Water Quality Testing (NE)	LS	1	\$7,500.00	\$7,500
11.	Submersible Pump, Motor, Drop Pipe, Check Valve, etc., Compl	LS	1	\$50,000.00	\$50,000
12.	Level Transducer and Air Line, Complete	LS	1	\$2,500.00	\$2,500
13.	Discharge Piping	LS	1	\$30,000.00	\$30,000
14.	Magnetic Flow Meter	EA	1	\$5,000.00	\$5,000
15.	Block Well Building, Complete	SF	220	\$900.00	\$198,000
16.	Electrical and Controls	LS	1	\$75,000.00	\$75,000
17.	Backup Generator and ATS	LS	1	\$75,000.00	\$75,000
18.	8" PVC Water Main, DR 18	LF	200	\$70.00	\$14,000
19.	Ductile Iron Fittings	LS	1	\$7,500.00	\$7,500
20.	Gate Valves	LS	1	\$7,500.00	\$7,500
21.	6" Fire Hydrant Assembly	EA	1	\$7,500.00	\$7,500
22.	Well Site Improvements [Fence, Rock, Bollards, etc.]	LS	1	\$25,000.00	\$25,000
23.	Erosion Control	LS	1	\$5,000.00	\$5,000
24.	Seeding, Fertilizer, and Mulch	LS	1	\$5,000.00	\$5,000
Construction Subtotal Group A					\$656,000
Contingency 15%					\$98,400
<b>Total Opinion of Construction Cost - Group A</b>					<b>\$754,400</b>
<b>GROUP B - INSTALL WATER TRANSMISSION MAIN</b>					
1.	Mobilization	LS	1	\$70,000.00	\$70,000
2.	Bonding and Insurance	LS	1	\$20,000.00	\$20,000
3.	12" PVC Water Main, DR 18	LF	5,450	\$85.00	\$463,250
4.	12" PVC Water Main, DR 18, RJ, Directionally Bored	LF	500	\$150.00	\$75,000
5.	12" PVC Water Main, DR 18, RJ	LF	300	\$95.00	\$28,500
6.	24" Steel Casing, 0.375" Thickness, Jack and Bore	LF	300	\$650.00	\$195,000
7.	Ductile Iron Fittings	LS	1	\$25,000.00	\$25,000
8.	Gate Valves	LS	1	\$10,000.00	\$10,000
9.	6" Fire Hydrant Assembly	EA	4	\$7,500.00	\$30,000
10.	Connect to Existing Water Main	EA	2	\$2,500.00	\$5,000
11.	Erosion Control	LS	1	\$15,000.00	\$15,000
12.	Seeding, Fertilizer, and Mulch	LS	1	\$20,000.00	\$20,000
Construction Subtotal Group B					\$956,750
Contingency 15%					\$143,520
<b>Total Opinion of Construction Cost - Group B</b>					<b>\$1,100,270</b>
Construction Subtotal - All Groups					\$1,612,750
Contingency					\$241,920
<b>Total Opinion of Construction Cost - All Groups</b>					<b>\$1,854,670</b>
<b>ENGINEERING SERVICES AND PROPERTY ACQUISITIONS</b>					
1.	Engineering Services				\$230,000
2.	Easement Acquisitions				\$30,000
Subtotal Engineering Services and Property Acquisition					\$260,000
<b>Total Opinion of Project Cost</b>					<b>\$2,114,670</b>

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of Date Signed by the Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Well and Transmission Main Improvements (“Project”).

JEO Project Number: 210597.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$80,000.00	Lump Sum
Final Design:	\$62,000.00	Lump Sum
Bidding and Negotiation:	\$ 6,000.00	Lump Sum
Construction Administration:	\$45,000.00	Lump Sum
Construction Observation [RPR]:	\$37,000.00	Hourly [300 Hours Estimated]*
<b>Total Estimated Fee:</b>	<b>\$233,000.00</b>	

\* Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

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

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 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 Owner and Engineer 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.

Owner:

Engineer: JEO Consulting Group, Inc.

By: \_\_\_\_\_

By: Dane Simonsen, PE

Title: \_\_\_\_\_

Title: Senior Project Manager

Date Signed: \_\_\_\_\_

Date Signed: July 26, 2023

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

JEO Consulting Group, Inc.

\_\_\_\_\_

1937 North Chestnut Street

\_\_\_\_\_

Wahoo, NE 68066

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner 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. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner'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 owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner 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 owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**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 owner 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 owner 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. Owner 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 owner 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 owner, suspend services to the owner 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 owner 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 owner 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 owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner 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 owner 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 owner are only for convenience of the owner. 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 owner.

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

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 owner 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 owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance 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. The owner 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 owner shall reimburse JEO for any additional limits or coverages that the owner 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 owner 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 owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, 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 owner 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 owner 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 owner 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 owner 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.

## **SCOPE OF SERVICES**

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### ***PROJECT DESCRIPTION:***

The City of Crete desires to construct a new well and approximately 6,250 LF of 12” PVC water transmission main to supplement the city’s water supply. This improvement is intended to replace an existing well that failed unexpectedly. The anticipated alignment and wells site are shown in the figure attached as Exhibit C.

The work to be performed by the Engineer shall generally include a wetland delineation, survey, design, development of technical specifications and drawings detailing the work, development of contract documents, permitting, as well as bidding and construction phase services.

The well and transmission main will be constructed by a Contractor under a separate construction contract, or contracts, with the City of Crete, which will be awarded through a formal bidding process.

### ***BASIC SERVICES [LUMP SUM]***

#### **PRELIMINARY DESIGN PHASE:**

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
  - e. Review billed hours by design team and prepare invoice statements for Owner.

30% Design Process:

- A. Attend and facilitate a project kickoff meeting with Owner to review the project scope, schedule, and requirements. **[1 Meeting]**
- B. Following confirmation by the Owner of the water transmission main alignment and well site, a boundary and topographic survey will be completed. The boundary and topographic survey to include:
  - a. Utility locates within the project area
  - b. Vertical and horizontal control for the project area
  - c. Topographic survey of well site
  - d. Topographic survey of 100-foot wide water transmission main corridor
  - e. Title research for six [6] properties
  - f. Boundary survey of six [6] properties



## Exhibit A – Well and Transmission Main Improvements

- G. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner. **[1 Meeting]**

### **FINAL DESIGN PHASE:**

#### 60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with Owner.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost. The 60% drawings to include the following:
  - a. Cover Sheets
  - b. Horizontal Alignment and Control Sheet
  - c. Project Location Map
  - d. Well Site Map with Property Boundaries
  - e. Well Profile Sheet
  - f. Water Transmission Main Plan and Profile Sheets
  - g. Architectural Sheet(s)
  - h. Electrical Sheet(s)
  - i. Detail Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner for review.

#### 90% Design Process:

- A. Revise project documents following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- B. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost. The 90% drawings to include the following:
  - a. Cover Sheets
  - b. Horizontal Alignment and Control Sheet
  - c. Project Location Map
  - d. Well Site Map with Property Boundaries
  - e. Well Profile Sheet
  - f. Water Transmission Main Plan and Profile Sheets
  - g. Architectural Sheet(s)
  - h. Electrical Sheet(s)
  - i. Detail Sheet(s)
- C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- E. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. **[1 Meeting]**

#### Design Finalization:

- A. Revise project documents following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.

## Exhibit A – Well and Transmission Main Improvements

- B. Prepare 100% plans, technical specifications, contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 100% drawings, specifications, contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Create legal descriptions for up to six [6] properties and provide to Owner for use in acquiring temporary and/or permanent easements. Additional legal descriptions can be provided as an additional service if needed.
- G. Submit final drawings and specifications to NDEE for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- H. Submit final drawings and specifications to BNSF Railroad for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- I. Prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). It is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acres, avoiding the requirement for compensatory mitigation. If permanent, unavoidable impacts to WOUS exceed 0.1 acre this task may require additional services.
- J. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of the BMP's, and a manual that includes procedures, documentation, and monitoring of the SWPPP. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water Permit. Owner to pay all review and permit fees.

### **BIDDING AND NEGOTIATION PHASE:**

- A. 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.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- 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.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

### **CONSTRUCTION ADMINISTRATION PHASE:**

The lump sum fee for these services assumes a 24-week construction schedule that takes place in 2024.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.

## Exhibit A – Well and Transmission Main Improvements

- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by Owner.
- D. Review testing results provided by the Contractor as required by the contract documents.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review shop drawings and related data supplied by the Contractor.
- G. Provide horizontal and vertical control and survey staking for the sanitary sewer replacement. Staking shall be limited to two [4] trips.
- H. Review Contractor's payment estimates and provide to Owner for review and approval.
- I. Review change orders, if necessary, and provide to Owner for review and approval.
- J. Consult with and advise Owner during construction.
- K. Conduct a final inspection of project with the Contractor and Owner.
- L. Compile record drawings and submit to NDEE along with notice of completion.
- M. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
  - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
  - b. Final acceptance documentation may be the final pay application.

### ***BASIC SERVICES [HOURLY]***

#### **CONSTRUCTION OBSERVATION PHASE:**

The hourly fee for these services assumes 20 weeks of active construction and part-time inspection of 15 hours per week on average. It is assumed that construction will take place in 2024.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
  - a. Review of contractors work for general compliance with the plans and specifications.
  - b. Complete Construction Observation Reports when on site.
  - c. Coordinate pay quantities with Contractor and Engineer.
  - d. Review of materials delivered to the site for specification compliance.
  - e. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
  - f. Review and coordinate materials testing by assigned testing firm, if applicable.
  - g. Compile records for use in preparing record drawings.

#### **MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 30% Design Review Meeting and Plan-in-Hand **[1 Meeting]**
- C. 90% Design Review Meeting **[1 Meeting]**
- D. Bid Opening **[1 Meeting]**

Exhibit A – Well and Transmission Main Improvements

- E. Pre-Construction Meeting [**1 Meeting**]

**ESTIMATED TIME FRAME:**

- A. Preliminary Design Phase: 150 Days from Signed Contract
- B. Final Design Phase: 90 Days from completion of Preliminary Design Phase
- C. Bidding and Negotiation Phase: 45 Days from Date of Advertisement
- D. Construction Administration Phase: Concurrent with Construction
- E. Construction Observation Phase: Concurrent with Construction

**ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:**

- A. Identification and/or evaluation of additional water main alignments and or well sites are excluded from the scope of services.
- B. The modeling of the existing water distribution system is excluded from the scope of services.
- C. Geotechnical report and/or materials testing is excluded from the scope of services. JEO to assist NCU with soliciting proposals from geotechnical testing firms, if desired.
- D. Preparation of purchase/easement agreements, and/or negotiation and payment to property owners is excluded from the scope of services.
- E. US Army Corps of Engineers [USACE] Section 404 compensatory mitigation is excluded from the scope of services. It is assumed that less than 0.1 acres of wetlands will be impacted.
- F. Biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- G. Test pumping and/or sampling of the existing test well is excluded from the scope of services. Owner to coordinate this work prior to design.
- H. The payment of any review and/or permitting fees are excluded from the scope of services.
- I. Any meetings not outlined in the scope of services are excluded from the scope of services.



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of Date Signed by the Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Well and Transmission Main Improvements (“Project”).

JEO Project Number: 210597.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$65,000.00	Lump Sum
Final Design:	\$50,000.00	Lump Sum
Bidding and Negotiation:	\$ 6,000.00	Lump Sum
Construction Administration:	\$40,000.00	Lump Sum
Construction Observation [RPR]:	\$24,000.00	Hourly [200 Hours Estimated]*
<b>Total Estimated Fee:</b>	<b>\$185,000.00</b>	

\* Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

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

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 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 Owner and Engineer 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.

Owner:

Engineer: JEO Consulting Group, Inc.

By: \_\_\_\_\_

By: Dane Simonsen, PE

Title: \_\_\_\_\_

Title: Senior Project Manager

Date Signed: \_\_\_\_\_

Date Signed: July 28, 2023

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

JEO Consulting Group, Inc.

\_\_\_\_\_

1937 North Chestnut Street

\_\_\_\_\_

Wahoo, NE 68066

## **SCOPE OF SERVICES**

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### ***PROJECT DESCRIPTION:***

The City of Crete desires to construct a new well and approximately 6,250 LF of 12” PVC water transmission main to supplement the city’s water supply. This improvement is intended to replace an existing well that failed unexpectedly. The anticipated alignment and wells site are shown in the figure attached as Exhibit C.

The work to be performed by the Engineer shall generally include a wetland delineation, survey, design, development of technical specifications and drawings detailing the work, development of contract documents, permitting, as well as bidding and construction phase services.

The well and transmission main will be constructed by a Contractor under a separate construction contract, or contracts, with the City of Crete, which will be awarded through a formal bidding process.

### ***BASIC SERVICES [LUMP SUM]***

#### **PRELIMINARY DESIGN PHASE:**

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
  - e. Review billed hours by design team and prepare invoice statements for Owner.

30% Design Process:

- A. Attend and facilitate a project kickoff meeting with Owner to review the project scope, schedule, and requirements. **[1 Meeting]**
- B. Following confirmation by the Owner of the water transmission main alignment and well site, a boundary and topographic survey will be completed. The boundary and topographic survey to include:
  - a. Utility locates within the project area
  - b. Vertical and horizontal control for the project area
  - c. Topographic survey of well site
  - d. Topographic survey of 100-foot wide water transmission main corridor
  - e. Title research for six [6] properties
  - f. Boundary survey of six [6] properties



## Exhibit A – Well and Transmission Main Improvements

- G. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner. **[1 Meeting]**

### **FINAL DESIGN PHASE:**

#### 60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with Owner.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost. The 60% drawings to include the following:
  - a. Cover Sheets
  - b. Horizontal Alignment and Control Sheet
  - c. Project Location Map
  - d. Well Site Map with Property Boundaries
  - e. Well Profile Sheet
  - f. Water Transmission Main Plan and Profile Sheets
  - g. Architectural Sheet(s)
  - h. Electrical Sheet(s)
  - i. Detail Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner for review.

#### 90% Design Process:

- A. Revise project documents following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- B. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost. The 90% drawings to include the following:
  - a. Cover Sheets
  - b. Horizontal Alignment and Control Sheet
  - c. Project Location Map
  - d. Well Site Map with Property Boundaries
  - e. Well Profile Sheet
  - f. Water Transmission Main Plan and Profile Sheets
  - g. Architectural Sheet(s)
  - h. Electrical Sheet(s)
  - i. Detail Sheet(s)
- C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- E. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. **[1 Meeting]**

#### Design Finalization:

- A. Revise project documents following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.

## Exhibit A – Well and Transmission Main Improvements

- B. Prepare 100% plans, technical specifications, contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 100% drawings, specifications, contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Create legal descriptions for up to two [2] properties and provide to Owner for use in acquiring temporary and/or permanent easements. Additional legal descriptions can be provided as an additional service if needed.
- G. Submit final drawings and specifications to NDEE for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- H. Submit final drawings and specifications to BNSF Railroad for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- I. Prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). It is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acres, avoiding the requirement for compensatory mitigation. If permanent, unavoidable impacts to WOUS exceed 0.1 acre this task may require additional services.
- J. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of the BMP's, and a manual that includes procedures, documentation, and monitoring of the SWPPP. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water Permit. Owner to pay all review and permit fees.

### **BIDDING AND NEGOTIATION PHASE:**

- A. 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.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- 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.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

### **CONSTRUCTION ADMINISTRATION PHASE:**

The lump sum fee for these services assumes a 20-week construction schedule that takes place in 2024.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.

## Exhibit A – Well and Transmission Main Improvements

- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by Owner.
- D. Review testing results provided by the Contractor as required by the contract documents.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review shop drawings and related data supplied by the Contractor.
- G. Provide horizontal and vertical control and survey staking for the sanitary sewer replacement. Staking shall be limited to two [4] trips.
- H. Review Contractor's payment estimates and provide to Owner for review and approval.
- I. Review change orders, if necessary, and provide to Owner for review and approval.
- J. Consult with and advise Owner during construction.
- K. Conduct a final inspection of project with the Contractor and Owner.
- L. Compile record drawings and submit to NDEE along with notice of completion.
- M. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
  - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
  - b. Final acceptance documentation may be the final pay application.

### ***BASIC SERVICES [HOURLY]***

#### **CONSTRUCTION OBSERVATION PHASE:**

The hourly fee for these services assumes 16 weeks of active construction and part-time inspection of approximately 12 hours per week on average. It is assumed that construction will take place in 2024.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
  - a. Review of contractors work for general compliance with the plans and specifications.
  - b. Complete Construction Observation Reports when on site.
  - c. Coordinate pay quantities with Contractor and Engineer.
  - d. Review of materials delivered to the site for specification compliance.
  - e. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
  - f. Review and coordinate materials testing by assigned testing firm, if applicable.
  - g. Compile records for use in preparing record drawings.

#### **MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 30% Design Review Meeting and Plan-in-Hand **[1 Meeting]**
- C. 90% Design Review Meeting **[1 Meeting]**
- D. Bid Opening **[1 Meeting]**

Exhibit A – Well and Transmission Main Improvements

- E. Pre-Construction Meeting [**1 Meeting**]

**ESTIMATED TIME FRAME:**

- A. Preliminary Design Phase: 150 Days from Signed Contract
- B. Final Design Phase: 90 Days from completion of Preliminary Design Phase
- C. Bidding and Negotiation Phase: 45 Days from Date of Advertisement
- D. Construction Administration Phase: Concurrent with Construction
- E. Construction Observation Phase: Concurrent with Construction

**ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:**

- A. Identification and/or evaluation of additional water main alignments and or well sites are excluded from the scope of services.
- B. The modeling of the existing water distribution system is excluded from the scope of services.
- C. Geotechnical report and/or materials testing is excluded from the scope of services. JEO to assist NCU with soliciting proposals from geotechnical testing firms, if desired.
- D. Preparation of purchase/easement agreements, and/or negotiation and payment to property owners is excluded from the scope of services.
- E. US Army Corps of Engineers [USACE] Section 404 compensatory mitigation is excluded from the scope of services. It is assumed that less than 0.1 acres of wetlands will be impacted.
- F. Biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- G. Test pumping and/or sampling of the existing test well is excluded from the scope of services. Owner to coordinate this work prior to design.
- H. The payment of any review and/or permitting fees are excluded from the scope of services.
- I. Any meetings not outlined in the scope of services are excluded from the scope of services.
- J. Preliminary design, final design, bidding and negotiation, construction administration, and construction observation phase services for the following items are excluded from the scope of services, but could be included for the approximate fees for all phases. These approximate fees assume the work is designed and construction concurrent with the other work described in this scope of services.
  - Proposed 12” Water Main North Loop: \$15,000.00
  - Proposed 12” Water Main South Loop: \$23,000.00
  - Backup Generator and Automatic Transfer Switch: \$10,000.00

## JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner 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. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner'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 owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner 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 owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**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 owner 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 owner 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. Owner 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 owner 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 owner, suspend services to the owner 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 owner 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 owner 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 owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner 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 owner 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 owner are only for convenience of the owner. 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 owner.

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

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 owner 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 owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

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 owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance 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. The owner 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 owner shall reimburse JEO for any additional limits or coverages that the owner 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 owner 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 owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

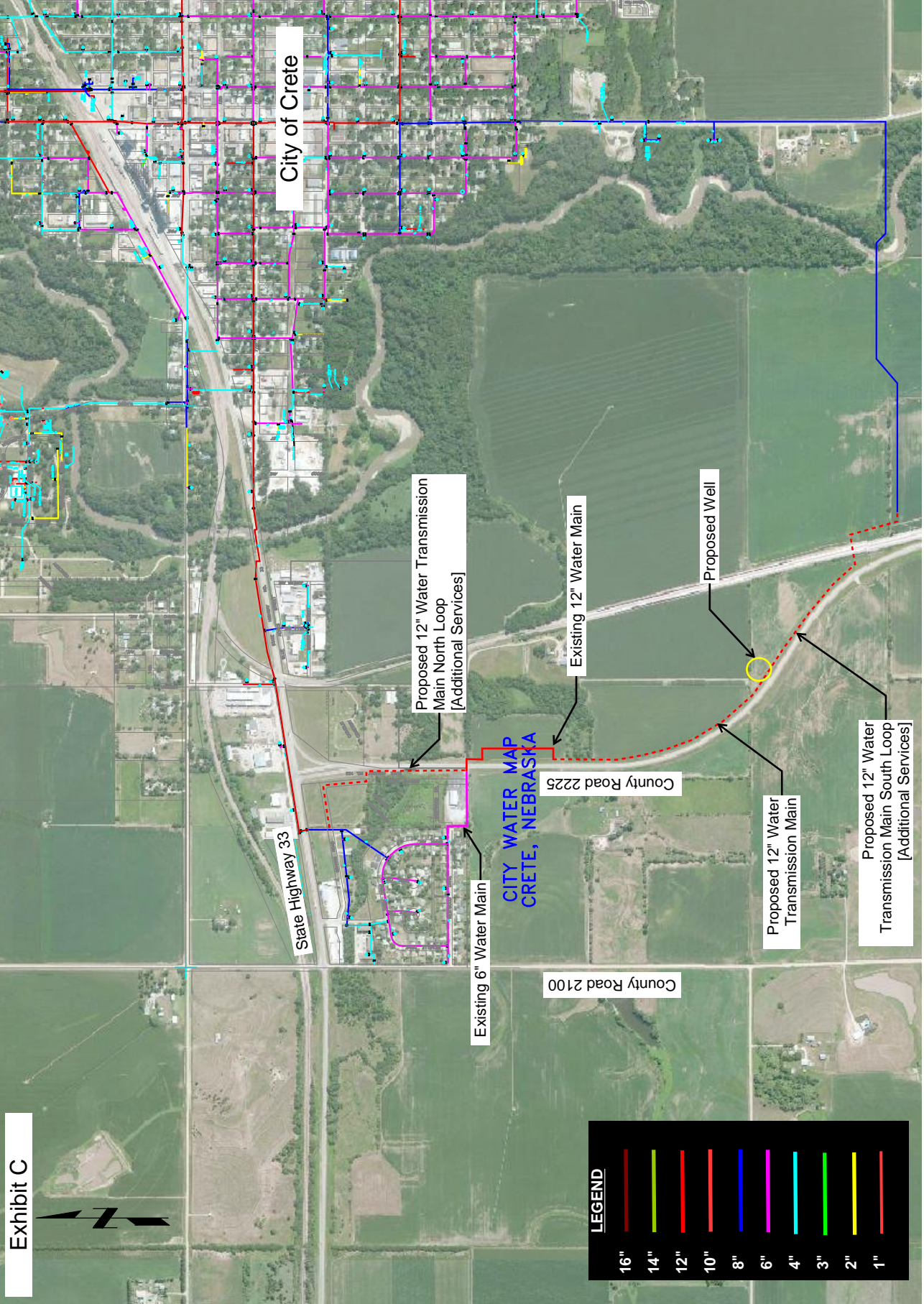
- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated 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 owner 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 owner 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 owner 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.



City of Crete

Proposed 12" Water Transmission Main North Loop [Additional Services]

Existing 12" Water Main

Proposed Well

Proposed 12" Water Transmission Main South Loop [Additional Services]

Proposed 12" Water Transmission Main

Existing 6" Water Main

State Highway 33

County Road 2100

County Road 2225

CITY WATER MAP  
CRETE, NEBRASKA

**LEGEND**

16"	[Red Line]
14"	[Yellow Line]
12"	[Orange Line]
10"	[Light Blue Line]
8"	[Dark Blue Line]
6"	[Purple Line]
4"	[Cyan Line]
3"	[Green Line]
2"	[Yellow-Green Line]
1"	[Light Red Line]

**ENGINEER'S BUDGETARY OPINION OF PROBABLE COST**  
**WELL AND TRANSMISSION MAIN IMPROVEMENTS**  
**CRETE, NEBRASKA**  
**JEO PROJECT NO. 210597.00**

Date Prepared:  
 July 28, 2023



**ESTIMATE OF QUANTITIES**

Item #	Description	Unit	Quantity	Unit Price	Total	
<b>GROUP A - INSTALL WELL</b>						
1.	Mobilization	LS	1	\$50,000.00	\$50,000	
2.	Bonding and Insurance	LS	1	\$15,000.00	\$15,000	
3.	Drill 28" Bore Hole	VF	150	\$100.00	\$15,000	
4.	16" PVC Casing	VF	125	\$150.00	\$18,750	
5.	16" SS Screen (80 Slot)	VF	25	\$450.00	\$11,250	
6.	Gravel Pack	LS	1	\$7,500.00	\$7,500	
7.	Bentonite, Grout, Develop & Disinfect Well	LS	1	\$15,000.00	\$15,000	
8.	Step Drawdown and Constant Rate Pump Testing	HOUR	30	\$250.00	\$7,500	
9.	Plumbness and Alignment Test	LS	1	\$1,500.00	\$1,500	
10.	Water Quality Testing (NE)	LS	1	\$7,500.00	\$7,500	
11.	Submersible Pump, Motor, Drop Pipe, Check Valve, etc., Compl	LS	1	\$50,000.00	\$50,000	
12.	Level Transducer and Air Line, Complete	LS	1	\$2,500.00	\$2,500	
13.	Discharge Piping	LS	1	\$30,000.00	\$30,000	
14.	Magnetic Flow Meter	EA	1	\$5,000.00	\$5,000	
15.	Block Well Building, Complete	SF	220	\$900.00	\$198,000	
16.	Electrical and Controls	LS	1	\$75,000.00	\$75,000	
17.	8" PVC Water Main, DR 18	LF	200	\$70.00	\$14,000	
18.	Ductile Iron Fittings	LS	1	\$7,500.00	\$7,500	
19.	Gate Valves	LS	1	\$7,500.00	\$7,500	
20.	6" Fire Hydrant Assembly	EA	1	\$7,500.00	\$7,500	
21.	Well Site Improvements [Fence, Rock, Bollards, etc.]	LS	1	\$25,000.00	\$25,000	
22.	Erosion Control	LS	1	\$5,000.00	\$5,000	
23.	Seeding, Fertilizer, and Mulch	LS	1	\$5,000.00	\$5,000	
				Construction Subtotal	Group A	\$581,000
				Contingency	15%	\$87,150
				<b>Total Opinion of Construction Cost - Group A</b>		<b>\$668,150</b>
<b>GROUP B - INSTALL WATER TRANSMISSION MAIN</b>						
1.	Mobilization	LS	1	\$70,000.00	\$70,000	
2.	Bonding and Insurance	LS	1	\$20,000.00	\$20,000	
3.	12" PVC Water Main, DR 18	LF	2,050	\$85.00	\$174,250	
4.	12" PVC Water Main, DR 18, RJ, Directionally Bored	LF	500	\$150.00	\$75,000	
5.	Ductile Iron Fittings	LS	1	\$15,000.00	\$15,000	
6.	Gate Valves	LS	1	\$5,000.00	\$5,000	
7.	6" Fire Hydrant Assembly	EA	2	\$7,500.00	\$15,000	
8.	Connect to Existing Water Main	EA	1	\$2,500.00	\$2,500	
9.	Erosion Control	LS	1	\$5,000.00	\$5,000	
10.	Seeding, Fertilizer, and Mulch	LS	1	\$7,500.00	\$7,500	
				Construction Subtotal	Group B	\$389,250
				Contingency	15%	\$58,390
				<b>Total Opinion of Construction Cost - Group B</b>		<b>\$447,640</b>
				Construction Subtotal - All Groups		\$970,250
				Contingency		\$145,540
				<b>Total Opinion of Construction Cost - All Groups</b>		<b>\$1,115,790</b>
<b>ENGINEERING SERVICES AND PROPERTY ACQUISITIONS</b>						
1.	Engineering Services				\$185,000	
2.	Easement Acquisitions				\$30,000	
				Subtotal Engineering Services and Property Acquisition		\$215,000
				<b>Total Opinion of Project Cost</b>		<b>\$1,330,790</b>

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.



CITY OF CRETE  
APPLICATION FOR SPECIAL EVENT PERMIT

Date of Event 8-26-2023

Start Time of Event 6:00 pm

Finish Time of Event 10:00 pm

Location of Event \_\_\_\_\_

CRETE MUNICIPAL AIRPORT  
(HANGER)

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

Streets or Alleys requesting to be closed NA

DO NOT WRITE IN THIS SPACE

Application # 0E23-04

Public Works Review  w/ comment !?

Emergency Services Review \_\_\_\_\_

Council Meeting Date

8-1-23

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Insurance Certificate Required

Ins. Cert. Received

Conditions listed on back

\* Less than 400' available from City.  
\* How many cones?

Special Equipment ESTIMATE OF 600' SNOW FENCE,

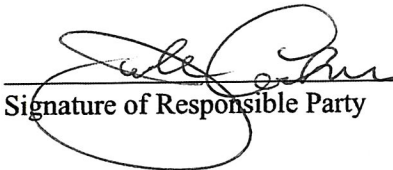
ORANGE TRAFFIC CONES AND (4) 55 GALLON TRASH BARRELS

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHMAN - EXECUTIVE DIRECTOR

Address 1302 LINDEN, CRETE NE 68333

Phone OFFICE # 402-826-2136 CELL # 402-641-2821

  
Signature of Responsible Party

REQUIRED ATTACHMENTS:

Diagram or print of location of event.

If alcoholic liquor will be served, copy of SDL.

If alcoholic liquor will be served, description of barricades, devices, security measures, etc.

to ensure compliance with The Nebraska Liquor Control Act:

EXISTING CHAIN LINK FENCE AND SNOW FENCE TO CREATE BARRIER  
VOLUNTEER OR HIRED SECURITY  
SDL PROVIDED BY VENDORS

Copy of insurance covering event with City of Crete as named insured.

PARKING

EMERGENCY EXIT

check chairs

Gate

4 1/2' ChainLink Fence

BAND

Office Area

85'

POP/WATER

FOOD

SIDEWALK

ChainLink Fence

20' SNOWFENCE

Wash. Station

Porta Potties

7x7

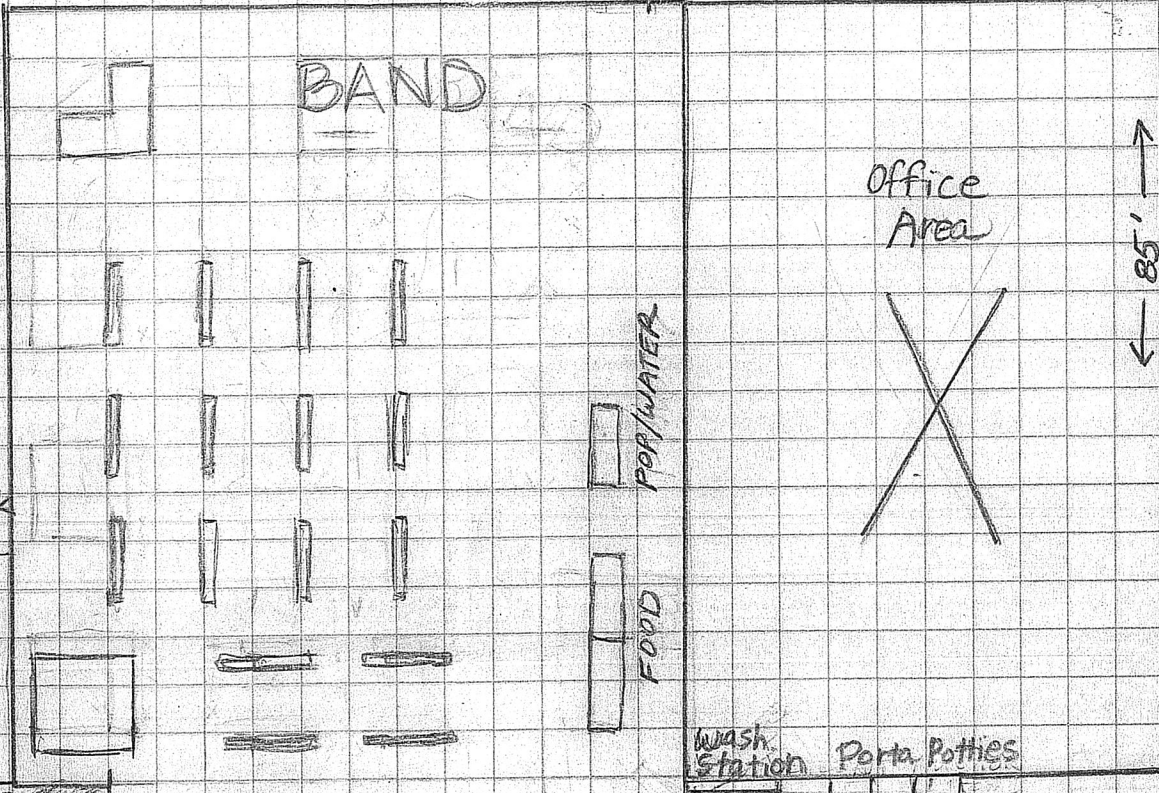
147' SNOWFENCE

85' SNOWFENCE

BANK

GRASSY AREA

147' SNOWFENCE







## **Financial Management Policies and Procedures**

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## ***PART I: GENERAL POLICIES***

### **Budgeting**

As a political subdivision, the City must comply with the Nebraska Budget Act (Neb. Rev. Stat. §§ 13-501 to 13-513), any other applicable state law, and the Crete Municipal Code. State and local law authorize the City to adopt either an annual or biennial budget. The City currently elects to adopt an annual budget.

The City Administrator is responsible for guiding the budget process and providing a recommended budget to the Mayor and City Council for approval. To aid in this process, department directors are responsible for preparing proposed budgets for their departments. Directors should use recent prior years' budgets and the cost adjustments given by the City Administrator to develop their proposed budgets.

The budget process will begin in June for the following fiscal year. All department directors must submit their proposed budgets to the City Administrator by the end of July. The City Administrator will then work with department directors to rework and adjust the budgets as needed. A consolidated recommended budget will be presented to the City Council by the first Tuesday in September for review and feedback. A final recommended budget will be presented to the City Council at a special meeting, held separately from any regularly scheduled meeting, before September 20.

The Director of Finance is responsible for submitting the fully adopted budget and all supporting documents to the County Board and the Auditor of Public Accounts by September 20.

### **Capitalization**

The City will capitalize all capital assets that have a purchase price of \$5,000 or more and a normal useful life of more than one year. Any major repairs or improvement projects that extend the useful life of the capital asset beyond one year, increase efficiency, or add new capabilities will also be capitalized.

- Capital asset is defined as any tangible asset purchased for use in the day-to-day operation of the City. This includes real property, vehicles, and equipment such as office furniture, fixtures, and computers.
- Bulk purchases of similar items that have an aggregate value of \$10,000 or more will be treated as a single capital asset regardless of the individual price of the items. Likewise, other items that are routinely purchased as a set will also be treated as a single capital asset.

Depreciation will be provided over the estimated useful life of each capital asset using the straight-line method. An estimated useful life will be set when the capital asset is placed into service and should generally be within the following time periods:

- Buildings and Land Improvements 20-50 years
- Systems Equipment 20-50 years
- Vehicles, Tools, Other Equipment 05-10 years

The value of the capital asset will be determined by including the purchase price of the item, transportation costs, installation costs, and any other direct expenses incurred by the City in obtaining the asset. When the City constructs a capital asset on its own, all direct costs will be included in the total cost of the asset. This includes, but is not limited to, architectural, engineering, legal, consulting, and project management expenses from outside sources.

- Donated capital assets will be valued at the fair market value of the asset on the date the gift was given. To determine the fair market value, the City may use the actual appraised value, the fair market value of equivalent or substantially similar items, or information from the Nebraska Department of Administrative Services.
- Leased capital assets will be recorded as a capital asset and a corresponding liability. The value of the leased asset will be the fair market value without including any costs associated with the lease such as interest expenses.
- All costs of major repairs or improvements will be factored into the value of the capital asset, including all parts and labor.

Gain or loss on the sale or disposal of capital assets will be recorded by removing the cost and accumulated depreciation and applying the sales proceeds.

## **Investments**

The purpose of this policy is to serve as a guide to the City's financial investment decisions. The following policy statements are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

### **Objectives**

*Assure safety of principal.* All investment transactions will be done to keep capital losses at a minimum, whether from securities defaults or erosion of market value. Diversification is necessary to ensure that any potential losses on individual investment positions do not exceed the income generated from the remainder of the portfolio.

*Retain liquidity to meet projected cash needs.* The full investment portfolio will be sufficiently balanced so that liquid funds are available to meet operating expenses as they become due. The portfolio should be structured so that investment positions mature on a rolling basis to meet the anticipated cash needs. Because not all cash needs can be anticipated, an adequate percentage of the portfolio should be in

money market mutual funds, local government investment pools, or other securities with active secondary or resale markets.

*Make productive use of idle funds.* Money loses value over time due to inflation. Due to the nature of government financing and cash flows, the City has large amounts of money sitting idly in funds until the money is drawn out to cover budgeted expenses. These funds are continually losing value unless the money is invested and the return on investment is higher than the rate of inflation.

*Realize the best possible return, while minimizing risk.* The investment portfolio should be designed to attain at least a market rate of return throughout budgetary and economic cycles, while taking into account the safety and liquidity needs mentioned above. The investment goal is not to maximize returns by engaging in market speculation, so the core investment portfolio should be in relatively low risk securities that will likely earn a fair return relative to the risk being assumed. Securities will generally be held until maturity unless:

- Liquidity needs require the security to be sold;
- The security should be sold early to minimize loss of principal; or,
- The security could be sold to improve the quality, yield, or target duration of the overall portfolio.

### Approved Investments

- Certificates of deposit and time deposits in banks, capital stock financial institutions, and qualifying mutual financial institutions.
- Any securities in which the state investment officer is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council.
  - The state investment officer is authorized to invest in investments of the nature which individuals of prudence, discretion, and intelligence acquire or retain in dealing with the property of another. (Neb. Rev. Stat. § 72-1246)

### Investment Restrictions

- Maximum Dollar limit per single issuer
  - \$10,000,000 or 35% per institution with pledges
  - \$250,000 per CUSIP investments with management firms
- Maximum investment term – 5 years
- A minimum of 60% of City funds will be kept in institutions located with the city

The maximum amount the City can have on deposit in any bank, capital stock financial institution, or qualifying mutual financial institution is the amount insured or guaranteed by the FDIC plus the paid-up capital stock and surplus of such institution. The City is further restricted within this maximum limit by the type of bond the institution provides.

- If the financial institution provides a surety bond, the deposit limit is the amount insured or guaranteed by the FDIC plus the maximum amount of the bond, up to the above-mentioned

maximum.

- If the financial institution provides a personal bond, the deposit limit is the amount insured or guaranteed by the FDIC plus one-half the amount of the bond, up to the above-mentioned maximum.

### Investment Authority

The Director of Finance will be responsible for managing the City's investments, and all investment decisions must be approved by the Mayor, City Administrator, and City Attorney

## ***PART II: RESERVE FUNDS***

Reserve fund balances are an extremely important credit rating factor, so ensuring a strong reserve position is critical to maintaining high-grade credit ratings. During the annual budget preparation, the City Administrator will review the separate reserve funds and budget accordingly to bring the funds up to the target balance levels, if needed. The Director of Finance will establish accounts and maintain the various reserve funds as directed by the City Administrator with the approval of the Mayor. Special reserve funds may also be established with specific purposes, policies, procedures, and timelines.

All reserve funds will be recorded separately in the City's financial records. The reserve funds will be maintained and available in cash or cash equivalent funds and segregated from operating funds and accounts.

### **Operating Reserve Fund**

#### **Purpose**

The purpose of the Operating Reserve Fund is to maintain adequate reserve funds to mitigate current and future risks due to revenue shortfalls or unanticipated expenditures and to ensure stable tax rates. These reserve funds are intended to allow the City to sustain the level of general services it provides to the public regardless of fluctuations in revenue or expenditures or of large, unpredicted expenses.

#### **Fund Balance Level**

The target balance of the Operating Reserve Fund is twenty percent (20%) of the average annual expenditures for the past three fiscal years. Replenishment funds to maintain the target balance may come from annual appropriations, earnings on investments, surplus operating revenue, or any other source the City Council may deem appropriate. If the Operating Reserve Fund is less than seventy-five percent (75%) of the targeted reserve level, the City Council should appropriate sufficient amounts of its annual budget to rebuild the fund over the following three years to its targeted level.

#### **Use of the Fund**

The Operating Reserve Fund shall primarily operate as an internal line of credit to fund day-to-day operations of the City in the event of revenue shortfalls or unanticipated expenditures. The Fund may also be used to cover large, unpredicted expenses if approved by the City Council. Any funds above the target level shall be transferred to the general operating fund or to another reserve fund, if needed.

## **Library Reserve Fund**

### **Purpose**

The purpose of this reserve fund is to ensure the stability of the mission, programs, and ongoing operations of the Crete Public Library and to provide a source of internal funds for organizational priorities related to building maintenance and repair. The Library Reserve Fund is intended to provide a ready source of funds for major repairs and maintenance to the building, land, leaseholds, fixtures, and equipment necessary for the effective operation of the library and the delivery of services.

- Major repairs means any repair, replacement, maintenance, or purchase related to the operation of the building, land, leaseholds, fixtures, or equipment that is \$5,000 or more.

### **Fund Balance Level**

The target balance of the Library Reserve Fund is \$250,000. Replenishment funds to maintain the target balance may come from annual appropriations, unrestricted legacies/bequests/memorials, earnings on investments, special grants, excess operating revenue, or any other source the City Council may deem appropriate. If the Library Reserve Fund is less than seventy-five percent (75%) of the targeted reserve level for three consecutive years, the City Council will appropriate sufficient amounts of its annual budget to rebuild the fund over the following three years to its targeted level.

### **Use of the Library Reserve Fund**

The Library Reserve Fund shall operate as an internal line of credit, which must be replenished to the target level, to fund any major repairs to the Crete Public Library. Funds above the target level shall be available for use for any major repairs to the facility without being replenished, unless otherwise directed by the City Council.

### **Authority to Use Reserves**

The City Administrator may access up to \$5,000 for the purposes outlined above if the Library Reserve balance is above the target balance or if sufficient accounts or grants receivable are available to repay such usage within twelve months.

Any funds used from the Library Reserve, the total of which is greater than \$5,000 or will bring the reserve below the target balance for longer than twelve months, will be paid back through a prescribed replenishment schedule. The City Administrator must request approval of any such usage and proposed repayment schedule from the City Council. If, at any time, the balance of the Library Reserve Fund is below the target balance, the status of the fund and payments made toward the proposed repayment schedule will be reviewed at regularly scheduled City Council meetings.

### **Policy Review**

This policy will be reviewed by the Finance Committee at least every three years and may be reviewed sooner if warranted by internal or external events or changes. Any recommended changes will be provided to the City Council for full approval.

### ***PART III: INTERNAL CONTROLS***

#### **Segregation of Duties**

The City Administrator, with Mayor approval, will implement a system of segregation of duties to ensure accountability and prevent the misuse of public funds. No employee of the City shall carry out a single transaction from start to finish. For example, employees who handle and receive money cannot balance their own cash drawers or be in charge of depositing money in the bank.

#### **Accounts Receivable**

Employees that are responsible for billing customers and recording payments on amounts billed do not have the authority to write off receivable balances as uncollectible.

#### **Accounts Payable**

All invoices must contain the signature or initials of the City Administrator, or other individual with the authority to approve them, to indicate authorization for payment. Invoices should be backed by sufficient documentation that clearly indicates the date the expense was incurred, name of the vendor, amount of the charge, fund used, and, if needed, whether the expense had been appropriated as part of the annual budget or evidence of appropriation by the City Council.

Documentation behind all individual credit card charges must be attached to the monthly credit card statements. The City Administrator or their designee shall review all of the credit card statements to ensure all charges appear to be for legitimate purposes.

#### **Payroll**

Payroll will be processed every two weeks. The Department of Human Resources will process timesheets in the computer payroll module by Wednesday of the pay week. The amounts due to each employee will be reviewed by the Department of Finance, which will then prepare the payments for direct deposit on Thursday of the pay week. Employees that provide labor to different activities or programs should have their wages or salary proportionately accounted for between the various accounts that fund the activities or programs. On non-pay weeks, payroll reports for the prior payroll period should be reviewed by an employee independent of the payroll preparation process. Any issues must be presented to the City Administrator.

On a quarterly basis, the City Administrator or their designee will perform a payroll audit. The audit will include:

- Spot checks on selected employees listed on the payroll reports to ensure that the wages and salaries that were paid match the formal pay rates noted in the employees' personnel files.
- Reconciliation of the payroll reports with the fund balances to ensure that the labor expenses have been properly divided between the various funds.
- Review and verification that all tax payments and filings are up to date.

## **Expense Reimbursement**

Employee expense reimbursements shall be handled in the same manner as all other accounts payable.

## **Purchasing**

Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Bid shall mean and include all bids and proposals.

City is the City of Crete, Nebraska

Contractual services shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, lessee for all grounds, building, office or other space required by the using agencies; and the rental, repair or maintenance of equipment, machinery, and other City-owned property. The term shall not include professional and other contractual services which are in their nature unique and not subject to competition.

Supplies shall mean and include all supplies, materials, and equipment.

Using agency is any department in the City government using supplies or procuring contractual services as provided for in this article.

Formal contract procedure.

1. When the estimated cost of supplies, equipment or contractual services exceeds \$30,000.00 no formal contract for purchase or sale shall be authorized without prior approval of the Mayor and City Council. All supplies, equipment, and contractual services in this category shall be purchased or sold by formal written contract, from the lowest responsible and responsive bidder, after due notice inviting bids.
2. The municipal electric utility may enter into a contract for the enlargement or improvement of its electric system or for the purchase of equipment used for such enlargement or improvement if the price of the same is under \$80,000.00.
3. Notice inviting bids shall be published once in at least one official newspaper with distribution in the City and at least seven days preceding the last day set for the receipt of bids. The notice shall include a general description of the articles to be purchased or sold, and shall state where bid blanks and specifications may be secured, and the date, time and place for opening bids.
4. When deemed necessary bid deposits shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to a return of surety required by the bid specifications. Successful bidder shall forfeit his or her bid deposit upon failure on his or her part to enter a contract within ten days after being notified of the award.

5. Bids shall be sealed and submitted to the City Clerk as directed in the request for bid and shall be identified as bids on the envelope. Bids shall be opened in public on the date and at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection.
  - a. The City Council shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.
  - b. The City shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the City.
6. Contracts shall be awarded to the lowest responsible and responsive bidder. In determining "lowest responsible bidder," in addition to price, the following shall be considered:
  - a. The ability, and skill of the bidder to perform the contract required;
  - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. Whether the bidder can perform the contract within the time specified;
  - d. The quality of performance of previous contracts;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
  - f. The life-cost of the personal property in relation to the purchase price and specific use of the item;
  - g. The performance of the personal property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
  - h. Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;
  - i. The information furnished by each bidder when deemed applicable concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis;
  - j. Such other information as may be secured having a bearing on the decision to award the contract.

A "responsive bidder" shall be defined as a person or company who has submitted a bid which conforms in all material respects to the "invitation for bids."

7. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared and filed with other papers relating to the transaction.
8. No contract in excess of \$30,000.00 for enlargement or general improvements, such as water extensions, sewers, public heating system, bridges, works on streets, or any other work or improvement when the cost of such enlargement or improvement is assessed to the property shall be awarded by the City Council until an estimate of the cost shall be made by the City Engineer and submitted to the Council.
9. The electric utility shall not enter into a contract for the enlargement or improvement of the electric system or for the purchase of equipment used for such enlargement or improvement without advertising for bids if the price is over \$80,000.00.
10. Except in the case of tie bids, there shall be neither formal, or tacit local vendor's preference policies. The City shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws. If all bids received are for the same total amount or unit price, quality and service being equal, the

contract shall be awarded to a local bidder. Where there is no local bidder or when two or more local bidders are equal, the award of the contract shall be by drawing lots in public to one of the tie bidders.

11. The City, whenever applicable, may purchase supplies, equipment, or services without the necessity of using the formal bid requirements as set forth in this section by either:
  - a. Purchasing under a State of Nebraska contract; or
  - b. Purchasing the same supplies, equipment, or services from another vendor at or below the purchase price of a State of Nebraska contract; or
  - c. Purchasing under a contract or agreement compliant with the Interlocal Cooperation Act where the acquisition cost of the item being purchased has been established through a public procurement process; or
  - d. Purchasing under a contract or agreement with a Joint Public Agency where the cost of the item being purchased has been established through a public procurement process; or
  - e. Purchasing where the entire cost of the supplies, or services is 100 percent funded by a donation to the City for said supplies, equipment, or services, and the following criteria are met:
    - 1) The project utilizing said supplies, equipment, or services has been approved by the City in advance of the donation to the City, and,
    - 2) The donor has requested that particular supplies, equipment, or services be acquired by the City with the donated funds, and,
    - 3) The City, before accepting the donation, has considered the criteria set forth in subsection (6) of this article and has declared that, having considered the criteria set forth in subsection (6), it is in the best interest of the City; or,
  - f. Purchasing used equipment with prior authorization of the Council; or
  - g. Purchasing items that are available only from a single source; or
  - h. Purchasing parts and labor needed for maintenance and repairs, or
  - i. Purchasing consumables and fuels.

#### Informal bidding.

1. When the estimated cost of supplies, equipment or contractual services is less than \$30,000.00, or less than \$80,000.00 in the event of a purchase by the municipal utility for its electric system, the purchase shall be made in the open market, without newspaper advertisement and without observing the procedure prescribed for the award of formal contracts and shall be referred to as open market purchases.
2. All open market purchases in an amount greater than \$10,000.00 but less than \$30,000.00 or in the event of a purchase by the municipal utility for its electric system is greater than \$10,000.00, but less than \$80,000.00, shall, whenever possible or practicable, be based on at least three competitive bids, and shall be awarded to the "lowest responsible and responsive bidder," in accordance with the same criteria established in this article for the formal contract procedure.
3. All open market purchases of \$10,000.00 or less may be made by utilizing open monthly purchase orders or by purchasing from available sources without the necessity of a bid.

4. Open market bids may be solicited by direct mail request to prospective vendors, by public notice on bulletin board, by telephone, by facsimile transmission, by electronic mail or other electronic means.
5. The respective department head or his/her designee shall keep a record of all open market orders, and the bids submitted in competition thereon, and such records shall also be open to public inspection.
6. The City, whenever applicable, may purchase supplies, equipment, or services without the necessity of using the informal bid requirements as set forth in this section by either:
  - a. Purchasing under a State of Nebraska contract; or
  - b. Purchasing the same supplies, equipment, or services from another vendor at or below the purchase price of a State of Nebraska contract; or
  - c. Purchasing under a contract or agreement compliant with the Interlocal Cooperation Act where the acquisition cost of the item being purchased has been established through a public procurement process; or
  - d. Purchasing under a contract or agreement with a Joint Public Agency where the cost of the item being purchased has been established through a public procurement process; or
  - e. Purchasing where the entire cost of the supplies, or services is 100 percent funded by a donation to the City for said supplies, equipment, or services, and the following criteria are met:
    - 1) The project utilizing said supplies, equipment, or services has been approved by the City in advance of the donation to the City; and
    - 2) The donor has requested that particular supplies, equipment, or services be acquired by the City with the donated funds; and

The City, before accepting the donation, has considered the criteria set forth in sections of this article and has declared that, having considered the criteria set forth in the best interest of the City; or
  - f. Purchasing used equipment with prior authorization of the Council; or
  - g. Purchasing items that are available only from a single source; or
  - h. Purchasing parts and labor needed for maintenance and repairs; or
  - i. Purchasing consumables and fuels.

#### Emergency purchases.

1. In the event of an emergency which requires immediate purchase of supplies or contractual services, the City Administrator shall be empowered to authorize the purchase by open market procedure as herein set forth, at the lowest obtainable price, any supplies or contractual services.
2. An "emergency" shall be defined as any event which interrupts the normal administration of municipal services, thereby jeopardizing the life, health or convenience of citizens.
3. Should an emergency situation arise on a weekend or holiday, any purchase necessary shall be made by the department.
4. A report of the circumstances of an emergency purchase shall be filed by the department head with the City Administrator.

#### Inspection and testing.

1. The respective department head or his/her designee shall inspect, or supervise the inspection of, all deliveries of supplies or contractual services to determine their conformance with the specifications set forth in the order or contract.
2. The respective department head or his/her designee may require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. In the performance of such tests, the respective department head or his/her designee shall have the authority, to make use of laboratory facilities of any agency of the City government or any outside laboratory.

#### **Surplus stock, and real property.**

All agencies and departments shall submit to the City Administrator at such time and in such form as he or she shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped.

The City Administrator shall have the authority to sell or dispose of all surplus supplies and equipment of less than \$20,000.00 in value which have become unsuitable or unnecessary for public use. The respective department heads shall sell or dispose of the property by any method which is most advantageous to the City, including offering it first to other City departments, or subsequently by auction, sealed bid, private or public sale, or trade-in for other property. All sales of any one piece of equipment or supplies of \$20,000.00 or more in value shall require the prior approval of the Mayor and City Council.

Any sale of surplus real estate shall be sold or disposed of as directed by the City Administrator with Mayor and Council approval.

#### **Prescribed authority structures.**

Insofar as the sale or purchasing procedures of this policy are concerned, the following authority structure shall apply:

1. Every City employee shall requisition for supplies, equipment or services only with the approval of the employee's department head or duly authorized representative;
2. After obtaining the approval of the department head, the employee shall follow the procedures of the sale or purchase as specified in this article;
3. No City employee shall circumvent that prescribed authority structure of this policy without permission of the City Administrator.

#### **Exceptions.**

This policy shall not apply to construction contracts for special improvement districts nor to state or federally funded programs that mandate a different contracting procedure, nor to contracts for legal services.

#### **Contract and agreement approval and signing.**

1. Contracts and agreements for supplies, equipment materials, and contractual services which exceed \$30,000.00, or in the event of a purchase by the municipal utility for electric supplies,

electrical equipment, electrical materials and electrical contractual services which exceeds \$80,000.00 shall be approved by the City Council and signed by the Mayor unless:

- a. The amount of the expenditure or contract is less than any amount budgeted for the subject supplies, equipment, materials or contractual subjects in which case the contract or agreement need not be approved by the City Council, but shall be signed by the Mayor.
2. Multiple year contracts and agreements for supplies, equipment, materials and contractual services exceeding \$30,000.00 over the life of the contract or agreement, or in the event of a purchase by the municipal utility for electric supplies, electrical equipment, electrical materials and electrical contractual services exceeding \$80,000.00 over the life of the contract or agreement shall be approved by the City Council and signed by the Mayor.
3. Contracts and agreements for supplies, equipment, materials and contractual services not exceeding \$30,000.00, or in the event of a purchase by the municipal utility of supplies, equipment, materials and contractual services not exceeding \$80,000.00 may be signed by the City Administrator with approval of the Mayor.
4. Other contracts, agreements, memorandums of understanding and other similar documents not described in this section shall be signed by the Mayor or by his or her designee.

### **Purchase Authorization**

All contracts and purchases of goods and services costing of or more than the amounts listed below, except those made in the normal course of business for power consumption or utility usage and those approved through formal bidding process by the City under Neb. Rev. Stat. § 81-924 upon which claims are submitted to the City Council, shall be reviewed and approved by the supervising department director or his or her designee prior to the contract or purchase being presented to the City Administrator for authorization:

- Electric Department \$10,000
- Water, Sewer, Street Departments \$ 5,000
- Cemetery/Parks Department \$ 2,500
- Recreation/Pool Programs \$ 2,500
- Police Department \$ 2,500
- City Clerk/City Treasurer Office \$ 2,500
- Fire & Rescue Department \$ 2,500

When a contract or purchase has been authorized by the City Administrator that exceeds 400% of any of the amounts above, the City Administrator shall advise the Mayor and Finance Committee, in writing within three business days, that the contract or purchase of goods or services has been authorized, the purpose of the contract or purchase, and the account the amount of the contract or purchase will be taken from.

When contracts or purchases are made of items manufactured or sold by more than one distributor or supplier, competitive solicitations shall be made by the department making the purchase by soliciting

the price from at least three separate distributors or suppliers, where possible, prior to the contract or purchase being authorized. No contracts or purchases for more than the lowest quoted price will be authorized by a department director unless approved in advance by the City Administrator and after the City Administrator has been advised of the reasons for contracting or purchasing from the particular distributor or supplier.

No contract or purchase shall be authorized by any employee or department unless there are unappropriated funds available in the budget for the contract or purchase. All requirements of federal, state, and local law shall be followed by departments prior to the authorization of any contract or purchase.

### **Bank Reconciliation**

All bank statements are to be reconciled on a monthly basis no more than two weeks after receipt of the statement. Regardless of when the statements are received, all reconciliations must be completed before the 15th of each month. As part of the reconciliation, an employee independent of the check preparation process should review the bank statements and check images, noting any unusual transactions, payees, amounts, and unauthorized signers.

Issues with the statements or images must be reported to the City Administrator, and any discrepancies between the general ledger and the bank statements or check images must be thoroughly investigated. If the general ledger needs to be changed or adjusted, written documentation that explains the changes to be made and the reasons why must be prepared and filed with the bank statement.

### **General Ledger Reconciliation**

All accounts and journal entries must be reconciled on a monthly basis within two weeks after the bank reconciliations are complete. This includes, but is not limited to, reconciling accounts receivable, accounts payable, billings, debt balances, depreciation and other amortizations, and accrued interest. The Director of Finance will provide a report to the City Administrator on the results of the reconciliation.

## ***PART IV: AUDITS***

### **Internal Audits**

The City Administrator or their designee will perform periodic internal audits of the financial processes, procedures, reports, and records to detect any errors, omissions, or other issues that may exist and to ensure that the City's financial policies and standards are being followed. The auditor designated by the City Administrator must have adequate technical training and proficiency to perform the audit.

The internal audits will be performed randomly when the designated auditor has time or upon request of the City Administrator. The audits will not be announced in advance, and employees are required to work cooperatively with the designated auditor. Failing to cooperate with the auditor or to provide them with access to requested information will be cause for disciplinary action.

The designated auditor will review accounting records, financial statements, and transaction processing procedures in order to prepare an audit report for the City Administrator, Mayor, and Finance Committee.

- Accounting records generally include, but are not limited to, the records of initial entries and supporting records, such as checks and records of electronic fund transfers; invoices; contracts; the general and subsidiary ledgers, journal entries, and other adjustments to the financial statements that are not reflected in formal journal entries; and records such as worksheets and spreadsheets supporting cost allocations, computations, reconciliations, and disclosures.
- Financial statements generally include, but are not limited to, statement of net assets, statement of activities, and fund financial statements.
- Transaction processing procedures generally include, but are not limited to, all parts of a financial transaction from start to finish and all processes that involve customers, clients, or other parties.

The audit report will include the following:

- An evaluation of whether the financial statements are presented in accordance with generally accepted accounting principles for state and local governments.
- A detailed description of any errors, omissions, discrepancies, or other issues in any of the accounting records.
- An evaluation and analysis of current transaction processing procedures, including suggestions for improvements.

### **Independent Audits**

Annual comprehensive financial audits will be performed by an independent public accounting firm, reviewed by the City Council, and provided to the Nebraska Auditor of Public Accounts. The Department of Finance will work cooperatively with the independent auditor, ensure that adequate work space is provided, and supply any information needed to create the annual audit report. The audit report must be filed with the Auditor of Public Accounts within six months after the end of the City's fiscal year on September 30.

After the close of the fiscal year, the Finance Committee will select an independent auditor that has a current permit to engage in the practice of public accountancy issued by the Nebraska State Board of Public Accountancy. The City Administrator will provide recommendations on qualified auditors, the qualifications of which may be determined by any reasonable selection process, including bidding, Request for Proposals, or Request for Qualifications.

The audit and audit report shall be completed in accordance with the Government Auditing Standards issued by the Comptroller General of the United States. The report shall be typed on letter sized pages and must include all of the information required by the Auditor of Public Accounts. Any separate letters to the City regarding internal controls, compliance, or other accounting practices or procedures must be included with the audit report filing.

At the end of the audit, the Director of Finance and the City Administrator will meet with the auditor to discuss any issues raised, review the audit journal entries, evaluate the audit process, and plan improvements for the following fiscal year. After the audit report has been prepared, the auditor will present its findings to the Finance Committee and, if requested, the City Council.

## ***PART V: REPORTS AND RECORDS***

### **Financial Reports**

Financial reports are the means of communicating financial information to the City's decision makers, the general public, legislative and oversight bodies, and investors and creditors. The reports are used to compare actual financial results with the legally adopted budget, to assess financial condition and results of operations, to assist in determining compliance with finance-related laws, rules, and regulations, and to assist in evaluating efficiency and effectiveness. Certain financial information is better communicated by standard financial statements, while other information is better provided or can only be provided by different types of financial reports.

To be effective, all financial reports, regardless of type, must be understandable, reliable, and timely.

- Information in the reports should be expressed as simply as possible and should include explanations and interpretations that help users understand the information provided; however, information should not be excluded merely because it is difficult to understand or because some users may choose not to use it.
- In order to be reliable, the reports must be comprehensive, verifiable, and free from bias. No material information should be omitted, nor should any statements or interpretations be included that would cause the information to be misleading.
- Timeliness is achieved by ensuring financial reports are available and presented in time to inform current and future decision making. The need for timeliness must be weighed with the need for reliability. Minor gains in precision or reliability should not come at the cost of long or infinite delays; a timely estimate may be more useful than precise information that takes a long time to produce.

Ideally, financial reports would include all available information and precise data that the City's decision makers will use to make well-informed decisions; however, each of the three aspects mentioned above need to be balanced when preparing financial reports so that the decision makers can make economic, social, and political decisions effectively and efficiently.

The Department of Finance will prepare monthly, quarterly, and annual reports of all government-type and business-type activities, including cash flows, fund balances, reconciliations and adjustments, actual vs. budgeted comparisons, and any other financial information required by the City Administrator or City Council. These reports may be prepared as part of an internal or external audit.

All reports must be prepared in compliance with accounting principles generally accepted in the United States for use by state and local governments, generally accepted governmental auditing standards (GAGAS), and the standards and guidance promulgated by the Governmental Accounting Standards Board (GASB).

### **Records Retention**

The City is required by state law to maintain financial records for definite periods of time regardless of the media on which they exist. These retention periods can be found in the records management schedules issued by the Nebraska Records Management Division, including Schedule 24 Local Agencies General Records and Schedule 28 City/Village Treasurers.

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

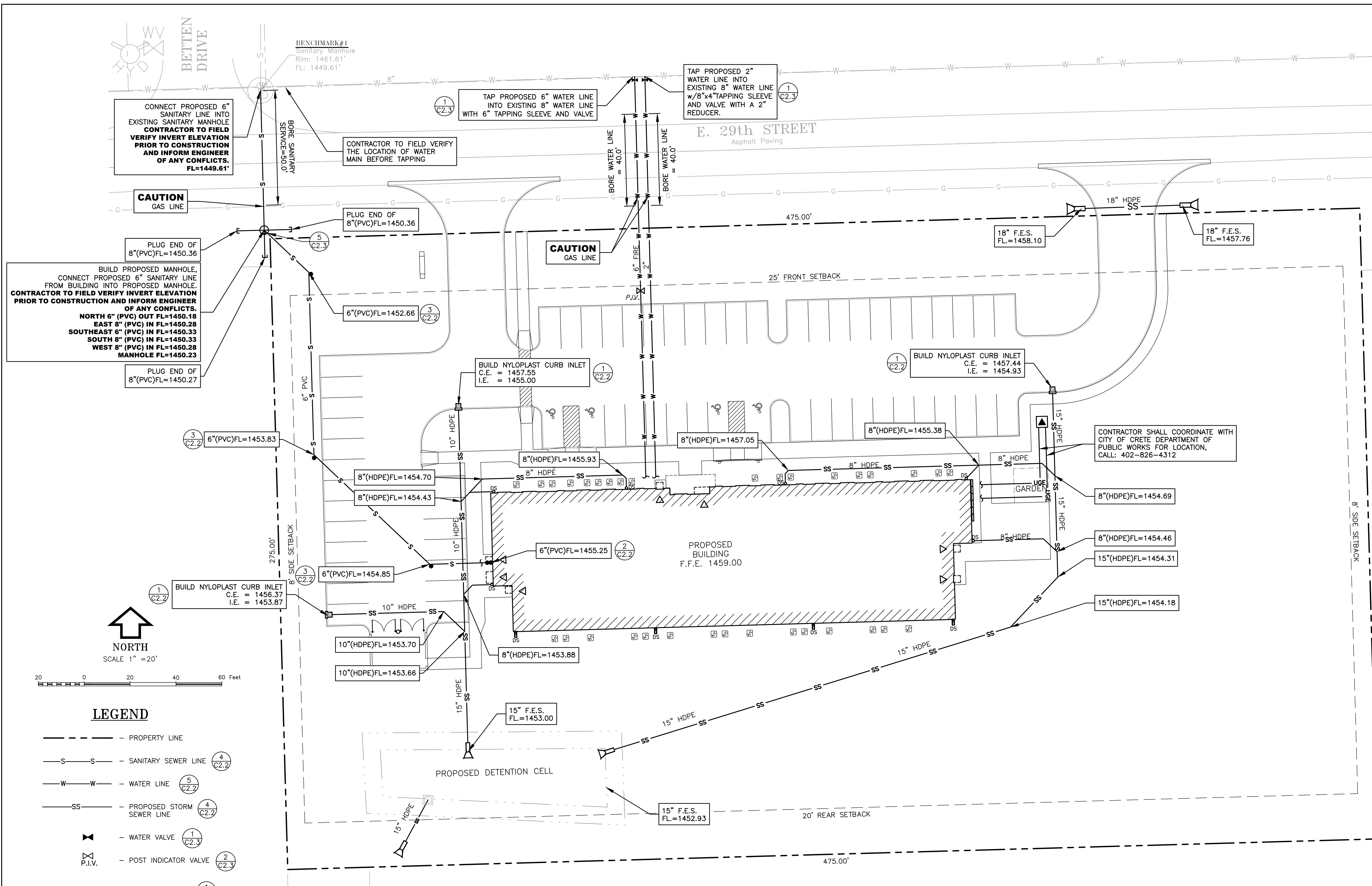
ISSUED FOR	DATE
90% REVIEW	06/30/23

**CRETE SENIOR VILLAS**  
**E 29th ST & BETTEN DRIVE**  
**CRETE, NE 68333**



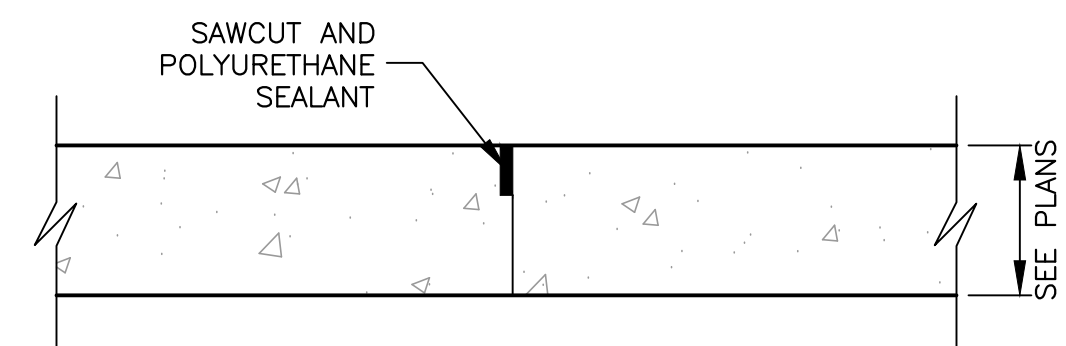
SHEET NO.

**C1.4**

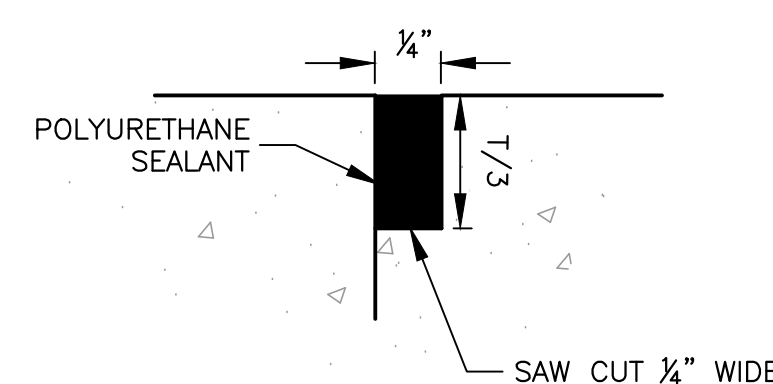


**UTILITY PLAN**

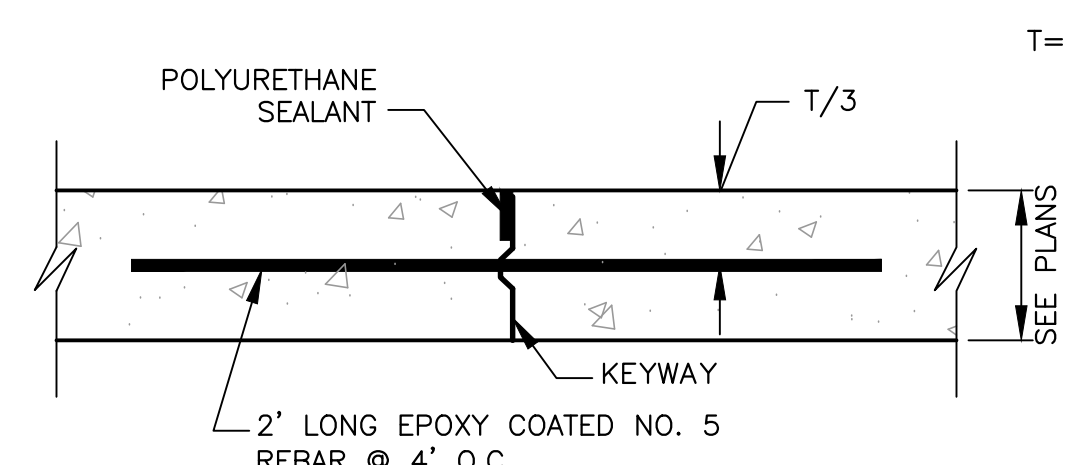
- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION



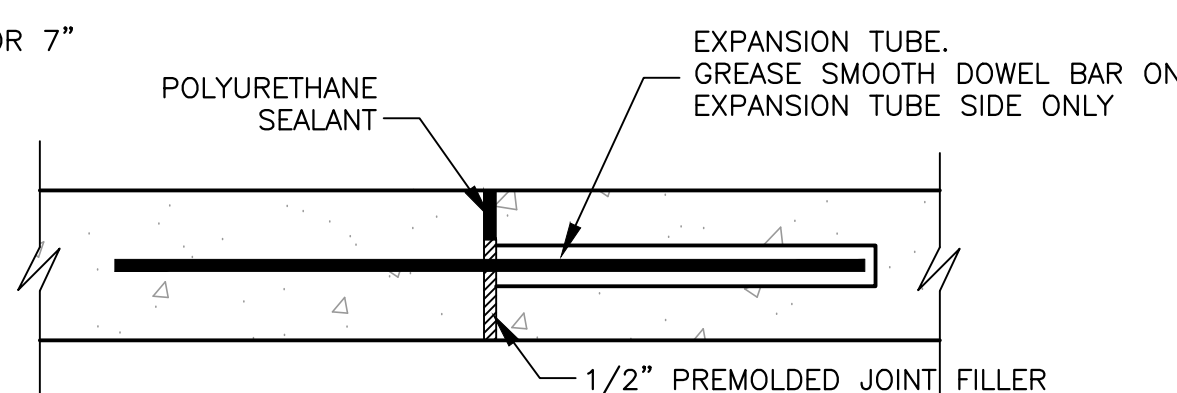
LONGITUDINAL/TRANSVERSE JOINT



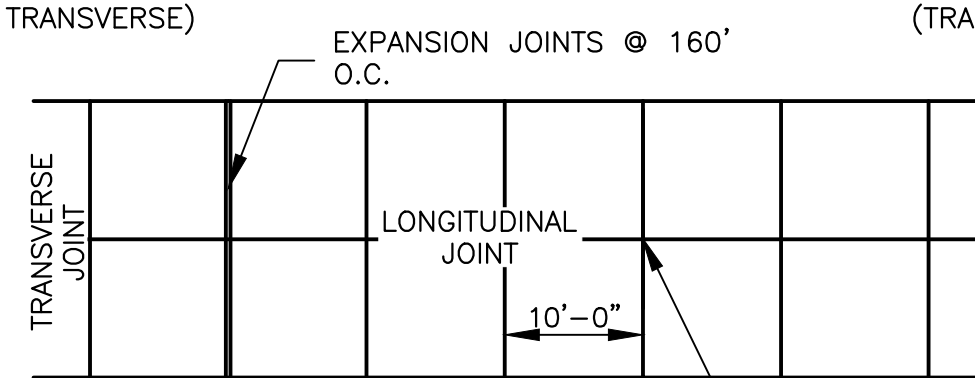
SAW CUT AND JOINT SEALANT



CONSTRUCTION JOINT  
(LONGITUDINAL AND TRANSVERSE)



EXPANSION JOINT  
(TRANSVERSE JOINT)

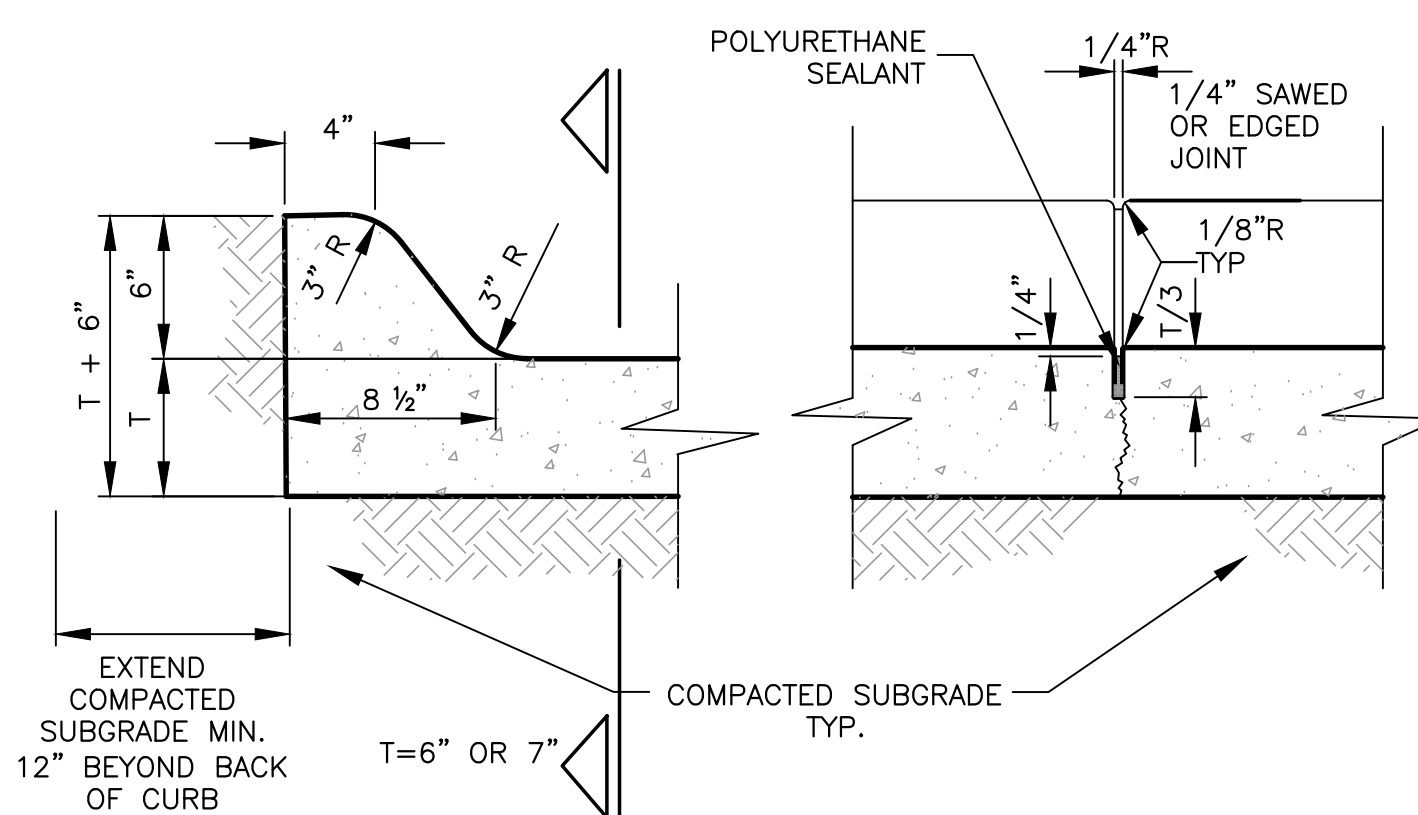


CONCRETE PAVING

NOTES:

1. PROVIDE EXPANSION JOINT IN CONCRETE PAVEMENT AND CURB AND GUTTER AT THE SAME LOCATION.
2. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING NDOT APPROVED PRODUCTS LIST.
3. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, PRIOR TO CONSTRUCTION, A CONCRETE PAVEMENT JOINTING PLAN FOR REVIEW AND APPROVAL. MAXIMUM SPACING ON A TRANSVERSE JOINT SHALL BE DETERMINED BY THE THICKNESS OF PAVEMENT, CONTACT ENGINEER.

1 CONCRETE PAVING JOINT DETAILS  
C2.0 NO SCALE



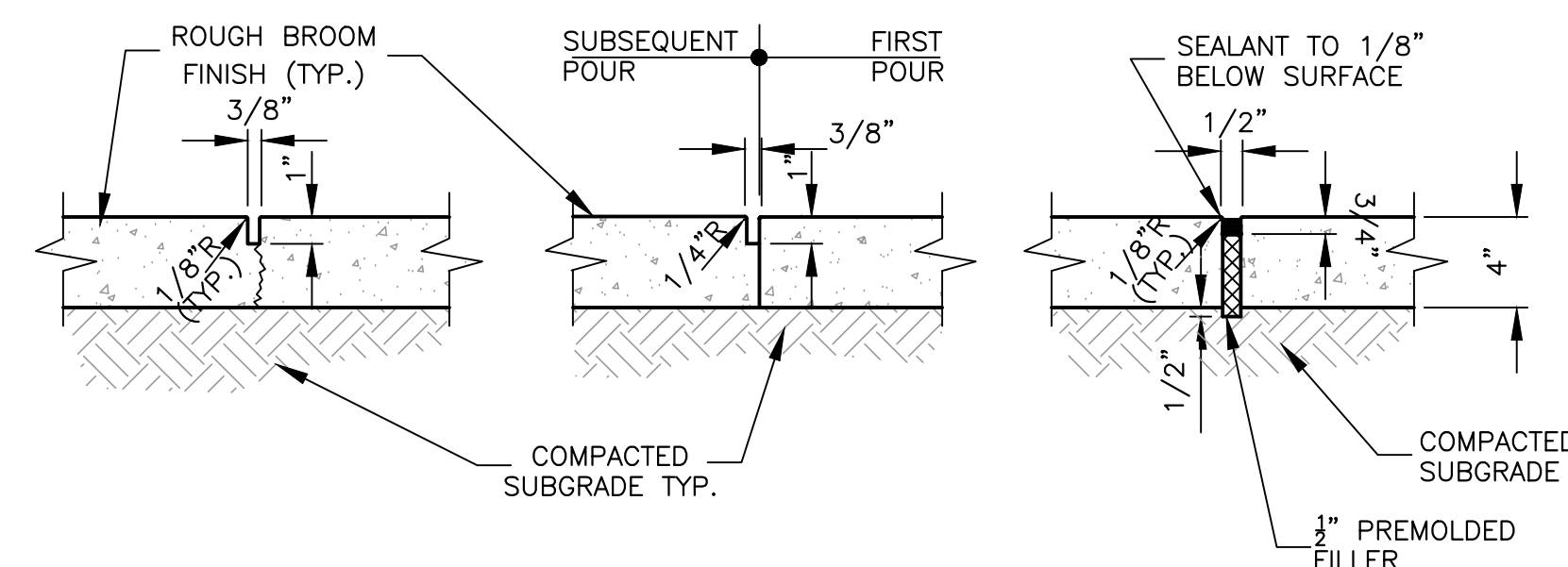
INTEGRAL CURB SECTION

SECTION CONTRACTION JOINT

NOTES:

1. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING NDOT APPROVED PRODUCTS LIST.

2 INTEGRAL CURB DETAIL  
C2.0 NO SCALE



CONTRACTION JOINT

CONSTRUCTION JOINT

EXPANSION JOINT

MAXIMUM SPACING = WIDTH OF THE WALK UNLESS INDICATED OTHERWISE ON PLANS

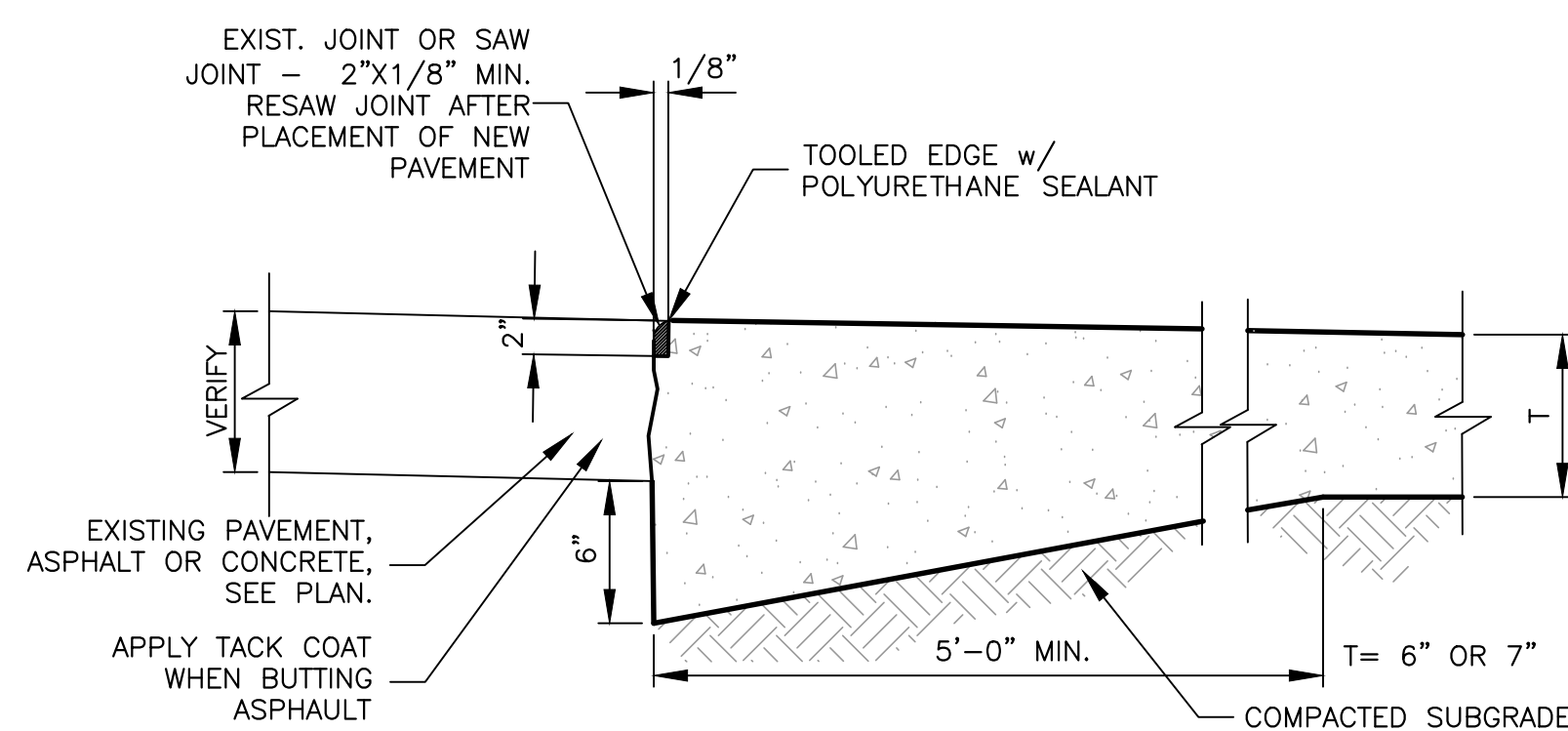
USE ONLY WHERE CONSTRUCTION JOINTS WOULD OCCUR

SPACE AS SHOWN ON LAYOUT PLAN (@ 40' MAX.) AND WHERE ABUTTING ALL STRUCTURES, PAVEMENT AND CURBS

NOTES:

1. WHEN ABUTTING EXISTING SIDEWALK, MATCH EXISTING PATTERN LOCATION OF CONTROL AND EXPANSION JOINTS UNLESS OTHERWISE INDICATED.
2. PROVIDE 1/2" E.J. WITH SEALANT WHEN ABUTTING BACK OF CURB AND STRUCTURES.
3. ALL SIDEWALKS SLOPE AT 2% AWAY FROM BUILDING OR TOWARD CURBS UNLESS SHOWN OTHERWISE.
4. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING NDOT APPROVED PRODUCTS LIST.

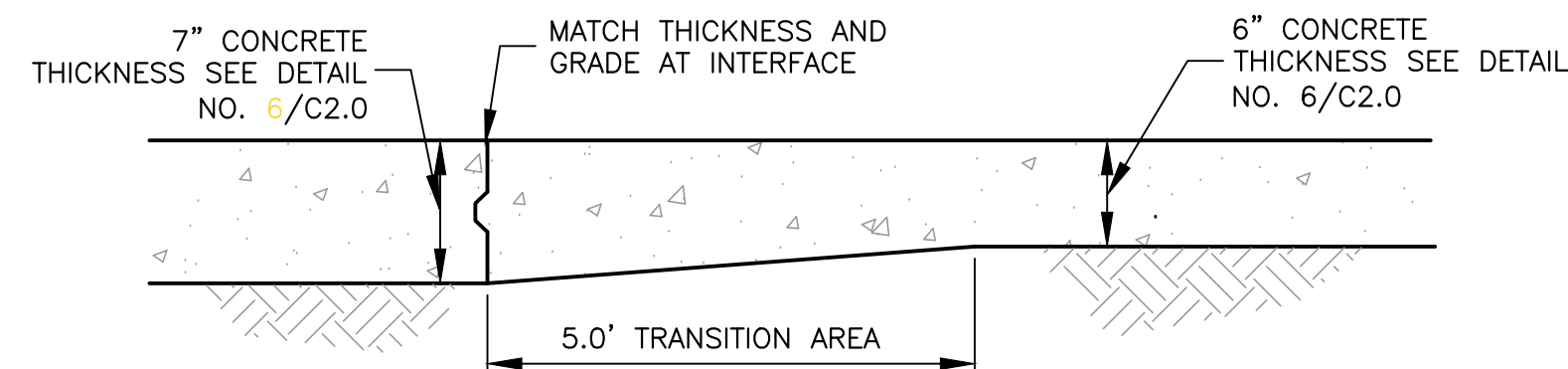
3 CONCRETE SIDEWALK JOINT DETAILS  
C2.0 NO SCALE



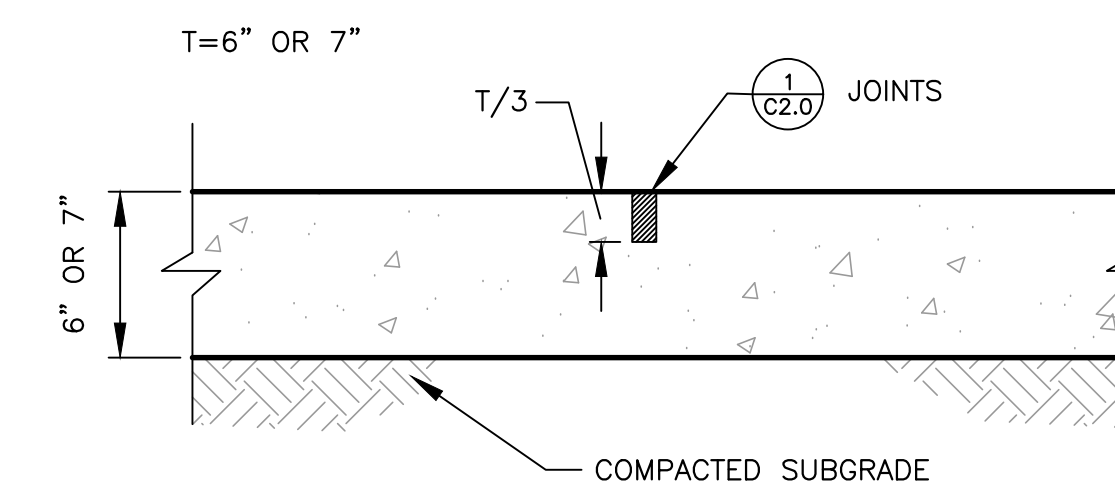
NOTES:

1. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING NDOT APPROVED PRODUCTS LIST.

4 THICKENED EDGE CONCRETE PAVEMENT  
C2.0 NO SCALE



5 TRANSITION SECTION  
C2.0 NO SCALE



NOTES:

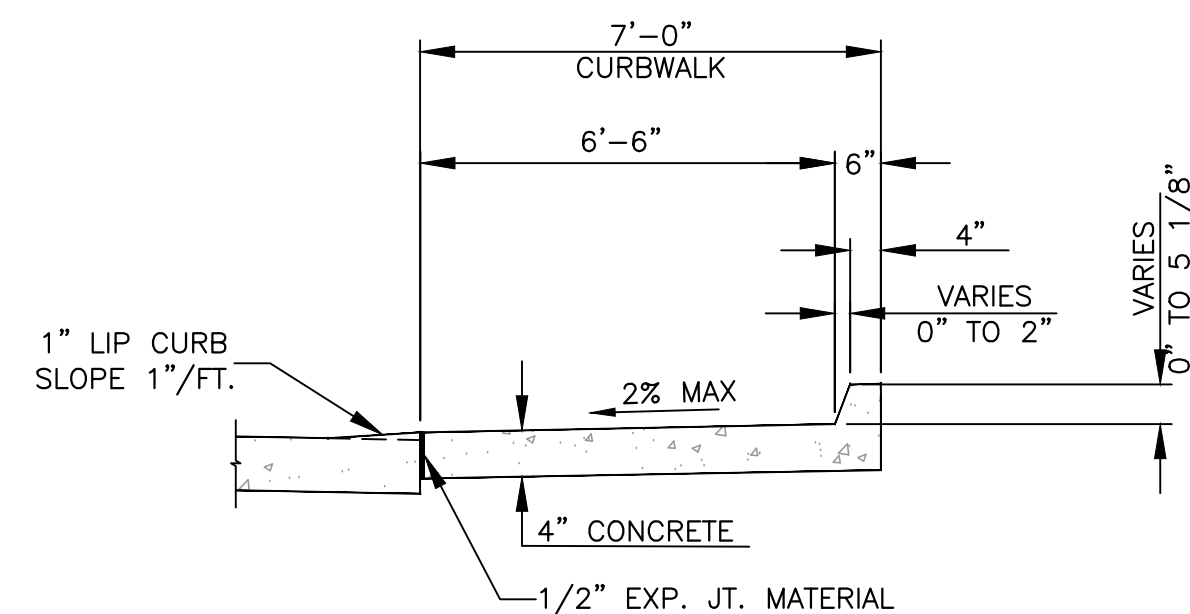
1. CONTRACTOR SHALL SEAL JOINTS WITH POLYURETHANE SEALANT, MEETING NDOT APPROVED PRODUCTS LIST.

6 6" OR 7" CONCRETE PAVEMENT  
C2.0 NO SCALE

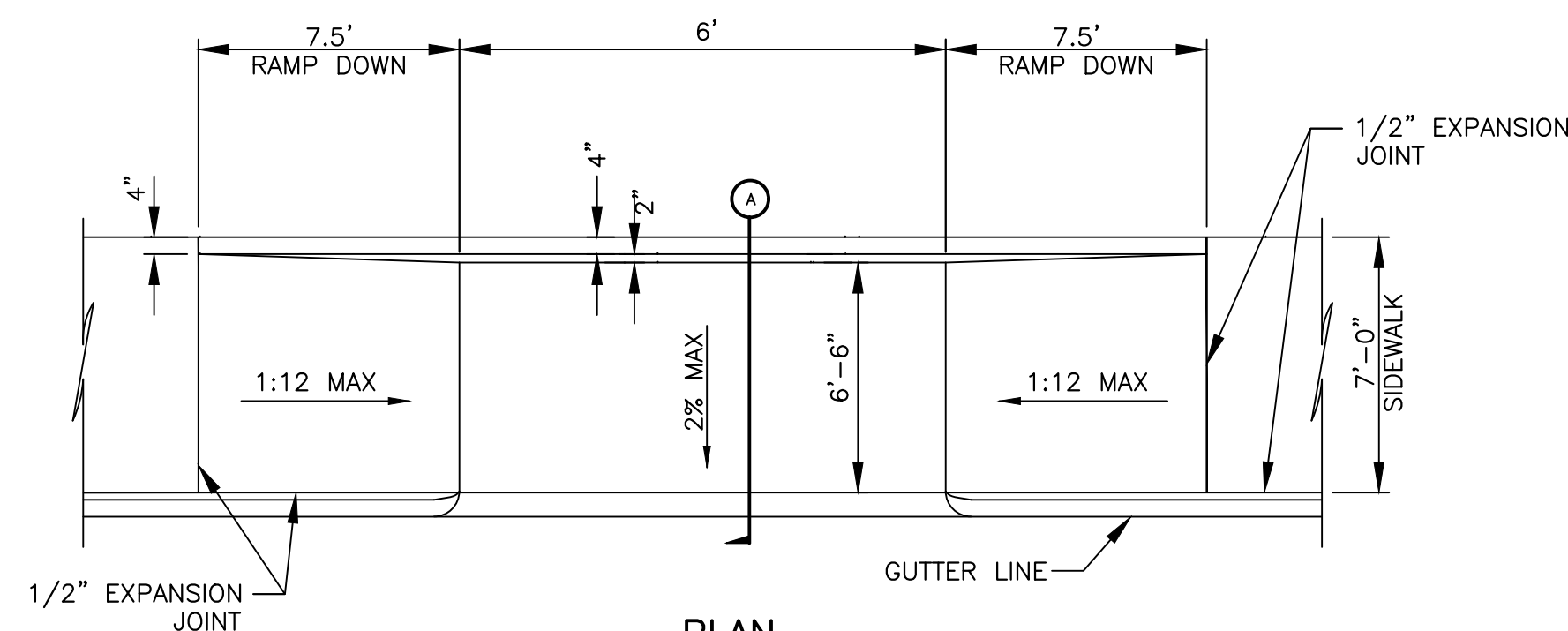
CRETE SENIOR VILLAS  
E 29th ST & BETTEN DRIVE  
CRETE, NE 68333



- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

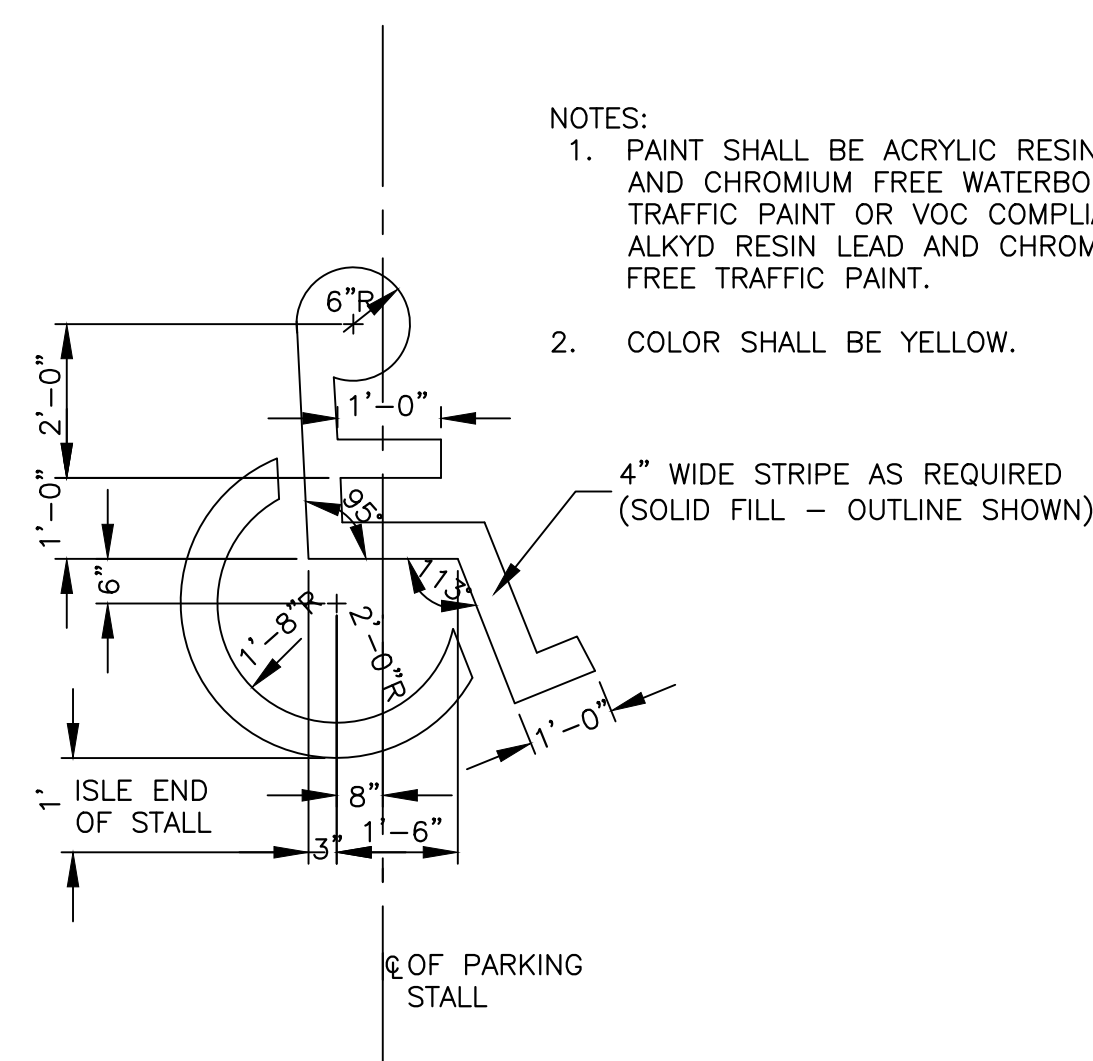


SECTION A



PLAN

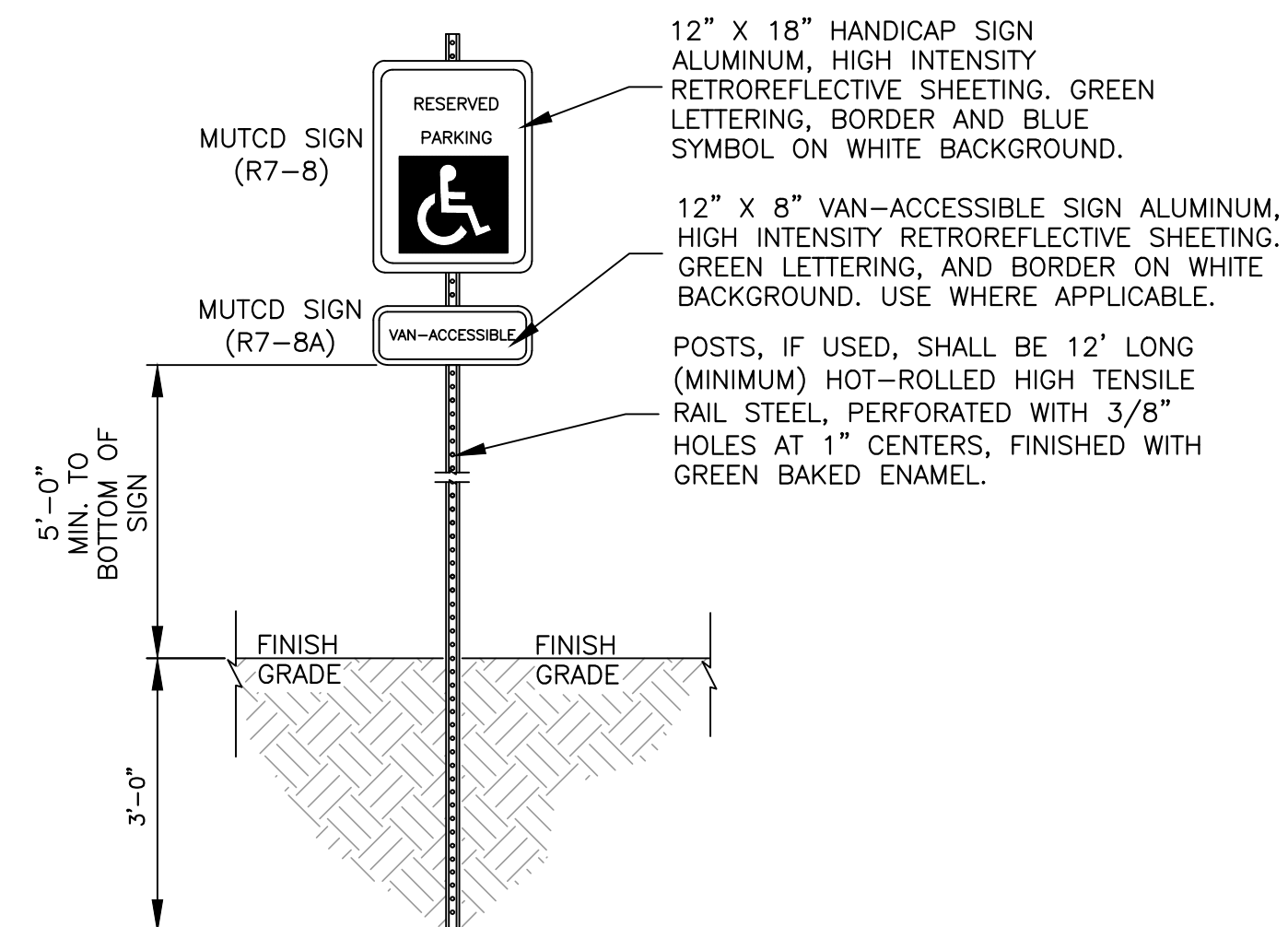
1  
C2.1  
SIDEWALK RAMP DETAIL  
NO SCALE



NOTES:

1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
2. COLOR SHALL BE YELLOW.

2  
C2.1  
HANDICAP PAVEMENT SYMBOL  
NO SCALE

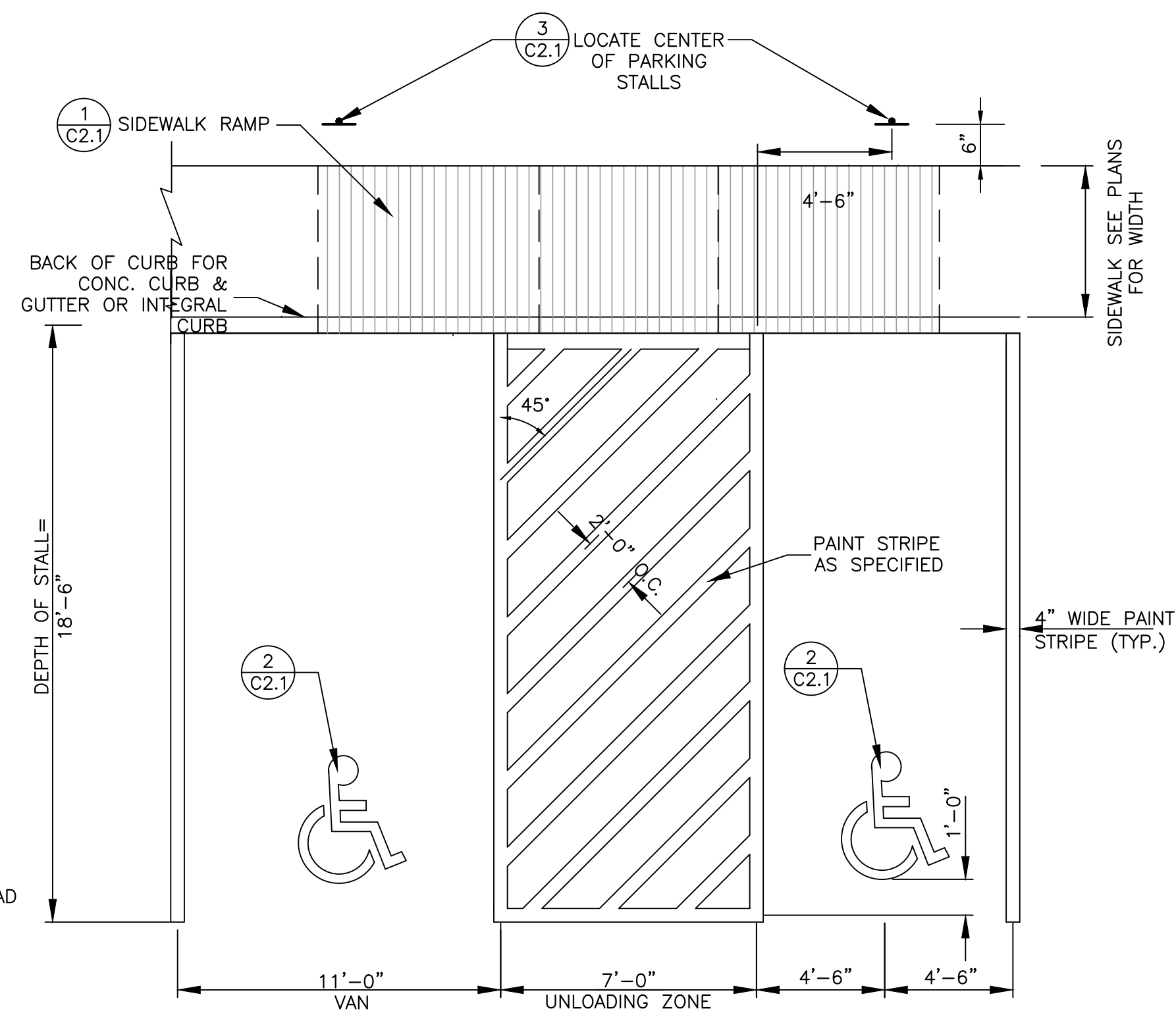


12" X 18" HANDICAP SIGN ALUMINUM, HIGH INTENSITY RETROREFLECTIVE SHEETING. GREEN LETTERING, BORDER AND BLUE SYMBOL ON WHITE BACKGROUND.

12" X 8" VAN-ACCESSIBLE SIGN ALUMINUM, HIGH INTENSITY RETROREFLECTIVE SHEETING. GREEN LETTERING, AND BORDER ON WHITE BACKGROUND. USE WHERE APPLICABLE.

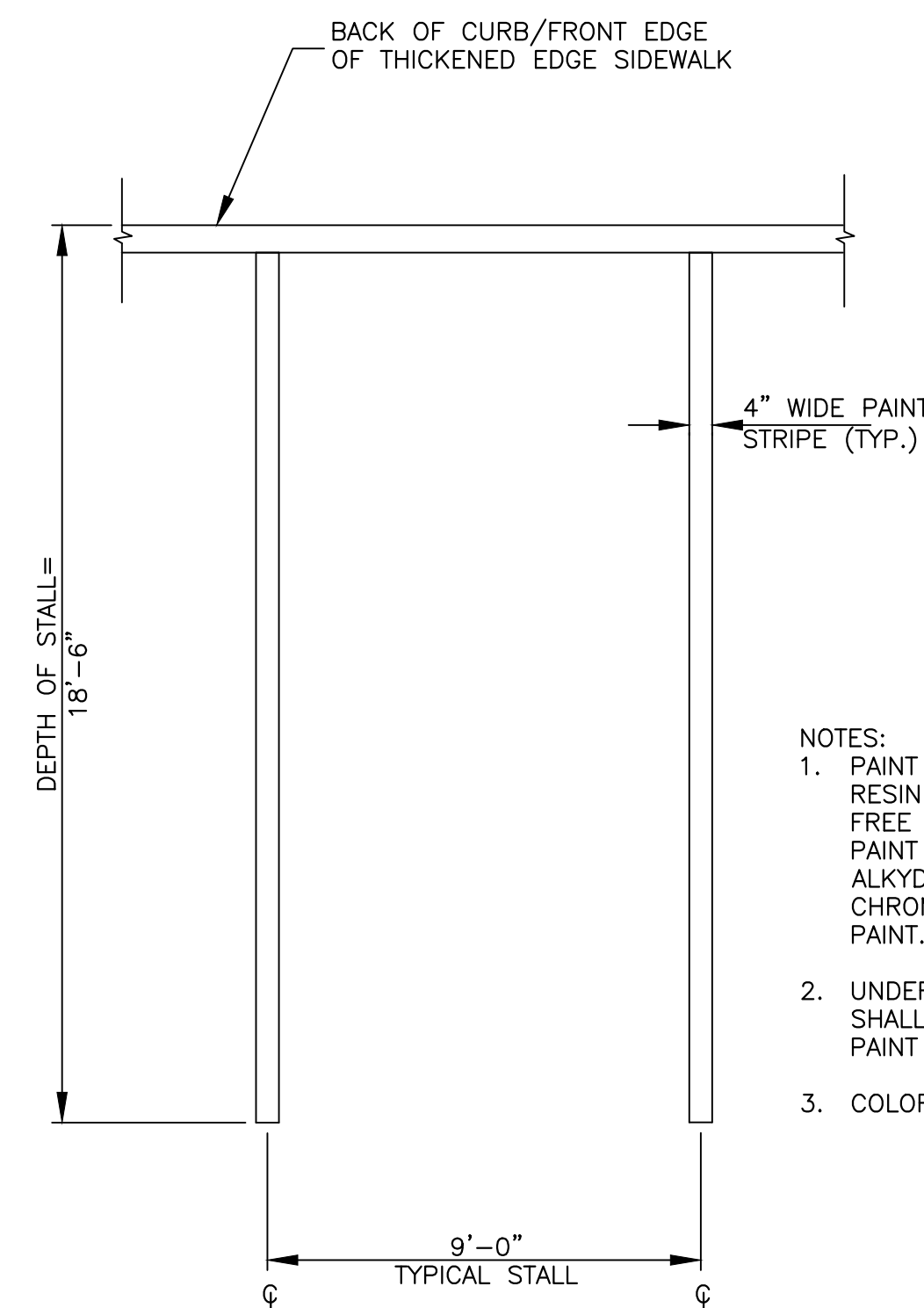
POSTS, IF USED, SHALL BE 12' LONG (MINIMUM) HOT-ROLLED HIGH TENSILE RAIL STEEL, PERFORATED WITH 3/8" HOLES AT 1" CENTERS, FINISHED WITH GREEN BAKED ENAMEL.

3  
C2.1  
HANDICAP SIGN  
NO SCALE



- NOTES:
1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
  2. UNDER NO CIRCUMSTANCES SHALL FACE OF CURB BE PAINT STRIPPED.
  3. PLACE SIGN 36" BEHIND BACK OF CURB IF NO SIDEWALK IS PRESENT.
  4. COLOR SHALL BE YELLOW

4  
C2.1  
HANDICAP PARKING STALL PAINT STRIPING  
NO SCALE



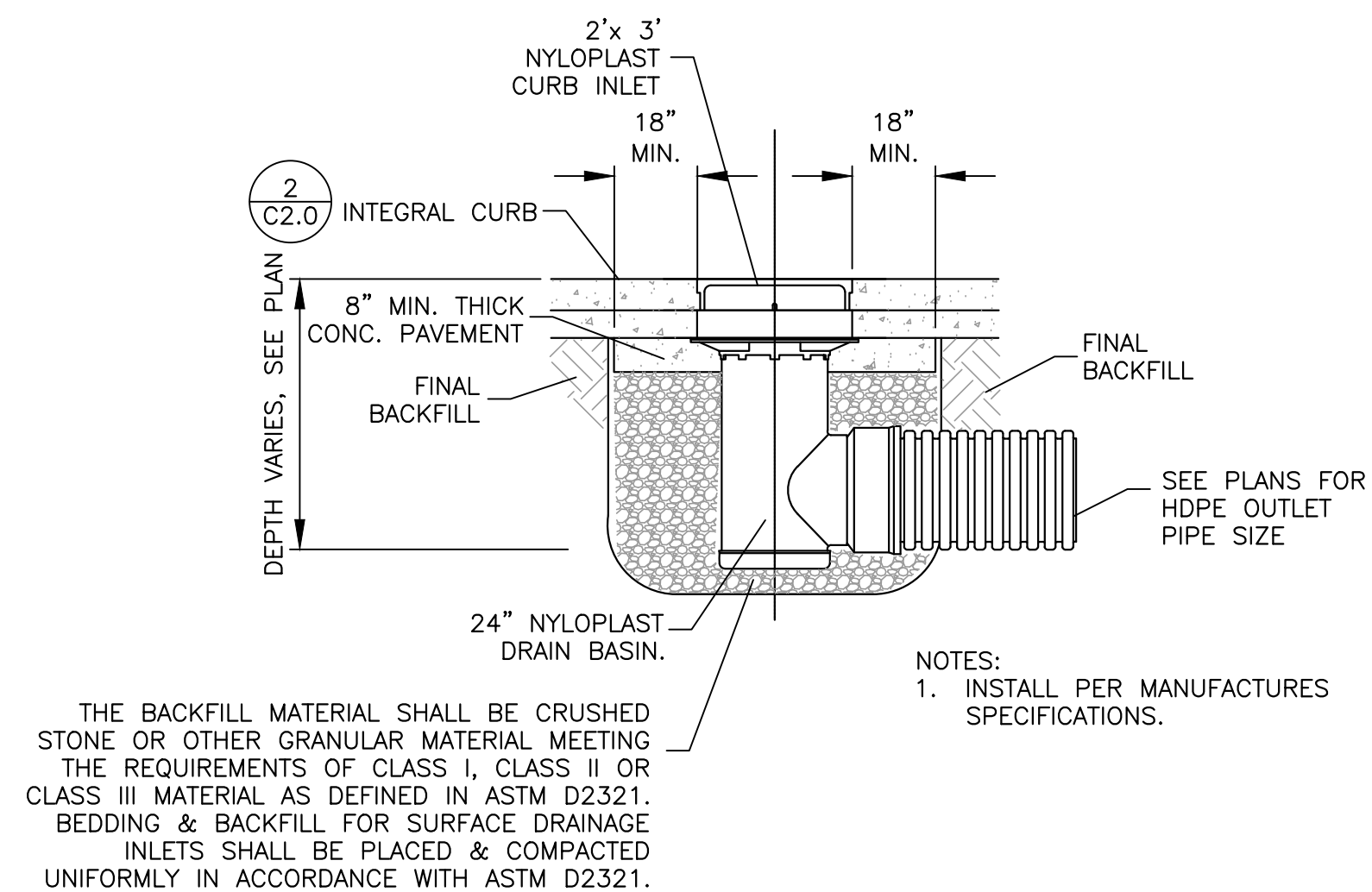
NOTES:

1. PAINT SHALL BE ACRYLIC RESIN LEAD AND CHROMIUM FREE WATERBORNE TRAFFIC PAINT OR VOC COMPLIANT ALKYD RESIN LEAD AND CHROMIUM FREE TRAFFIC PAINT.
2. UNDER NO CIRCUMSTANCES SHALL FACE OF CURB BE PAINT STRIPPED.
3. COLOR SHALL BE YELLOW.

5  
C2.1  
PARKING STALL PAINT STRIPING  
NO SCALE

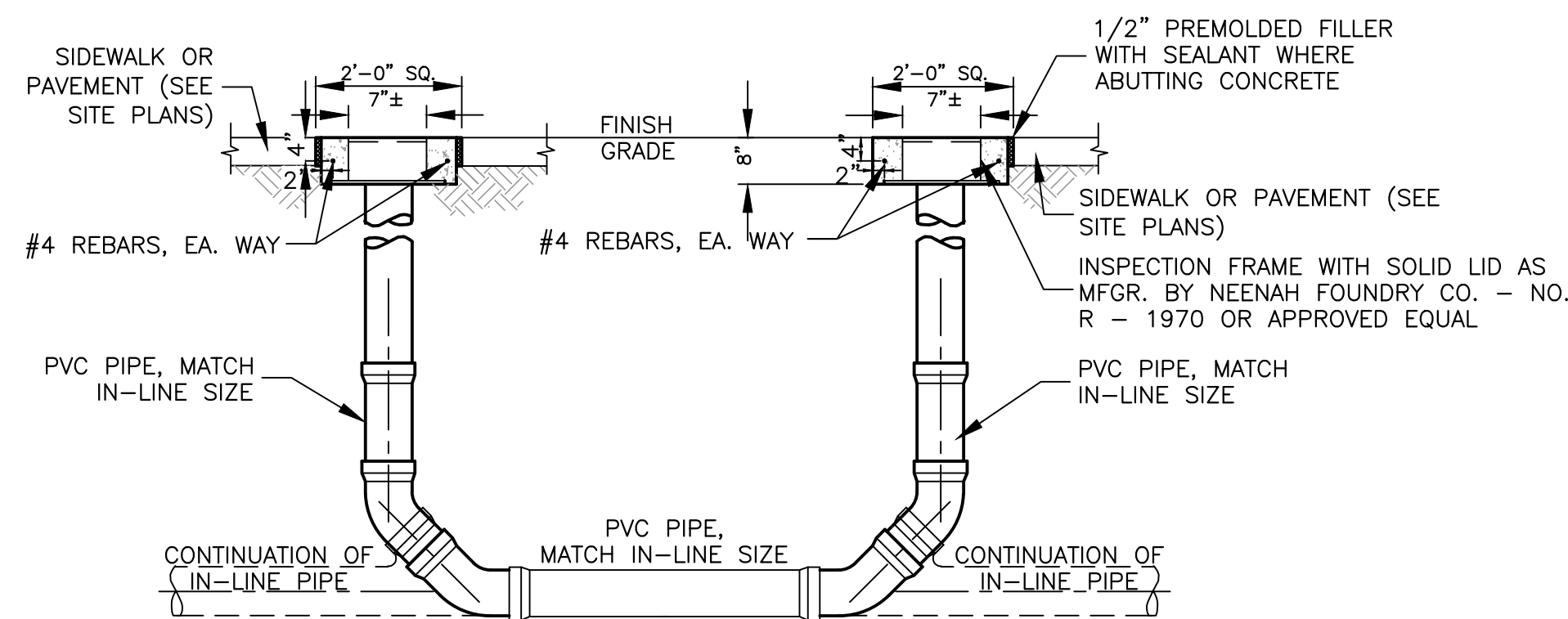
CRETE SENIOR VILLAS  
E 29th ST & BETTEN DRIVE  
CRETE, NE 68333





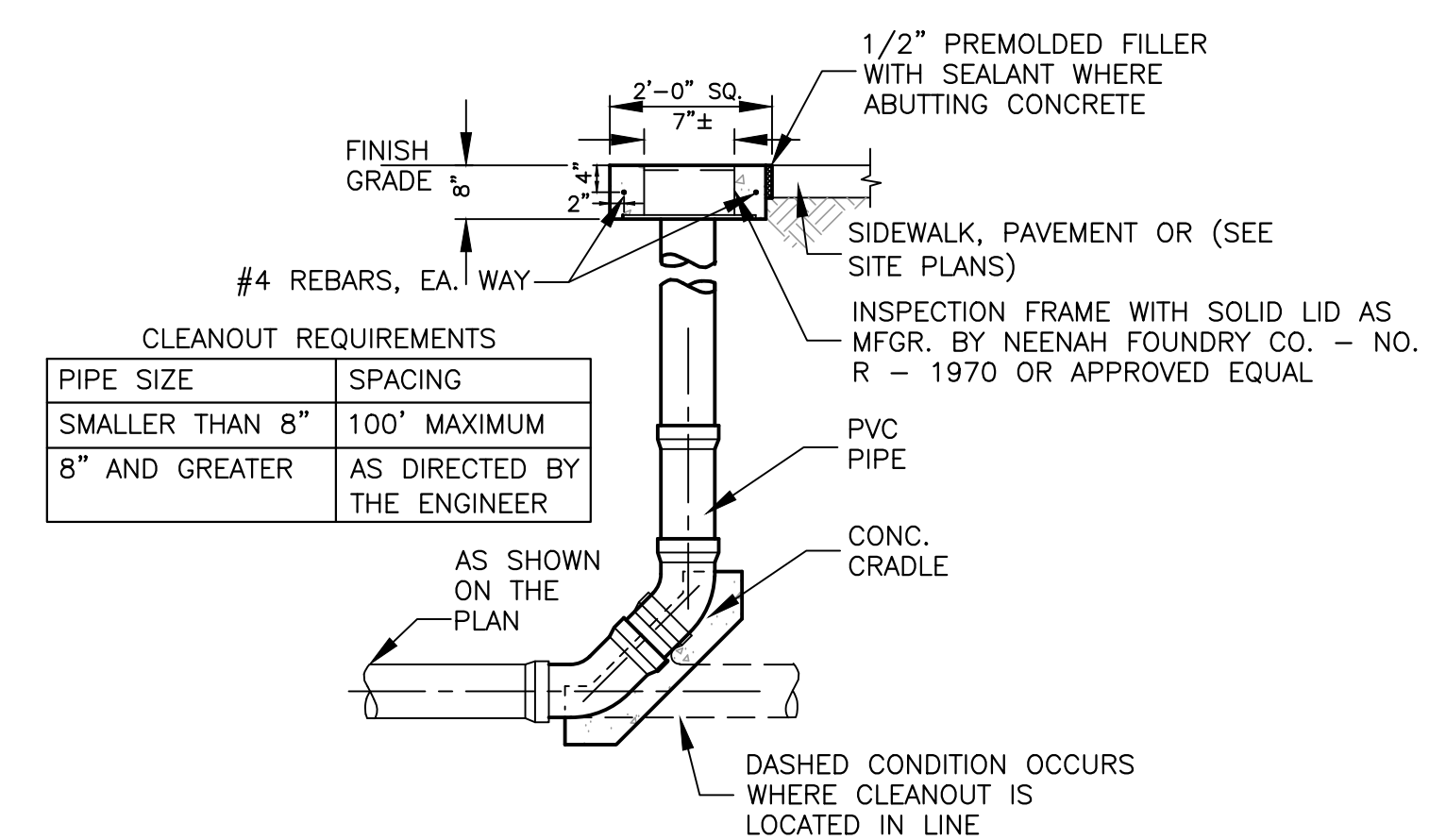
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

**1**  
C2.2 **NYLOPLAST CURB INLET**  
NO SCALE

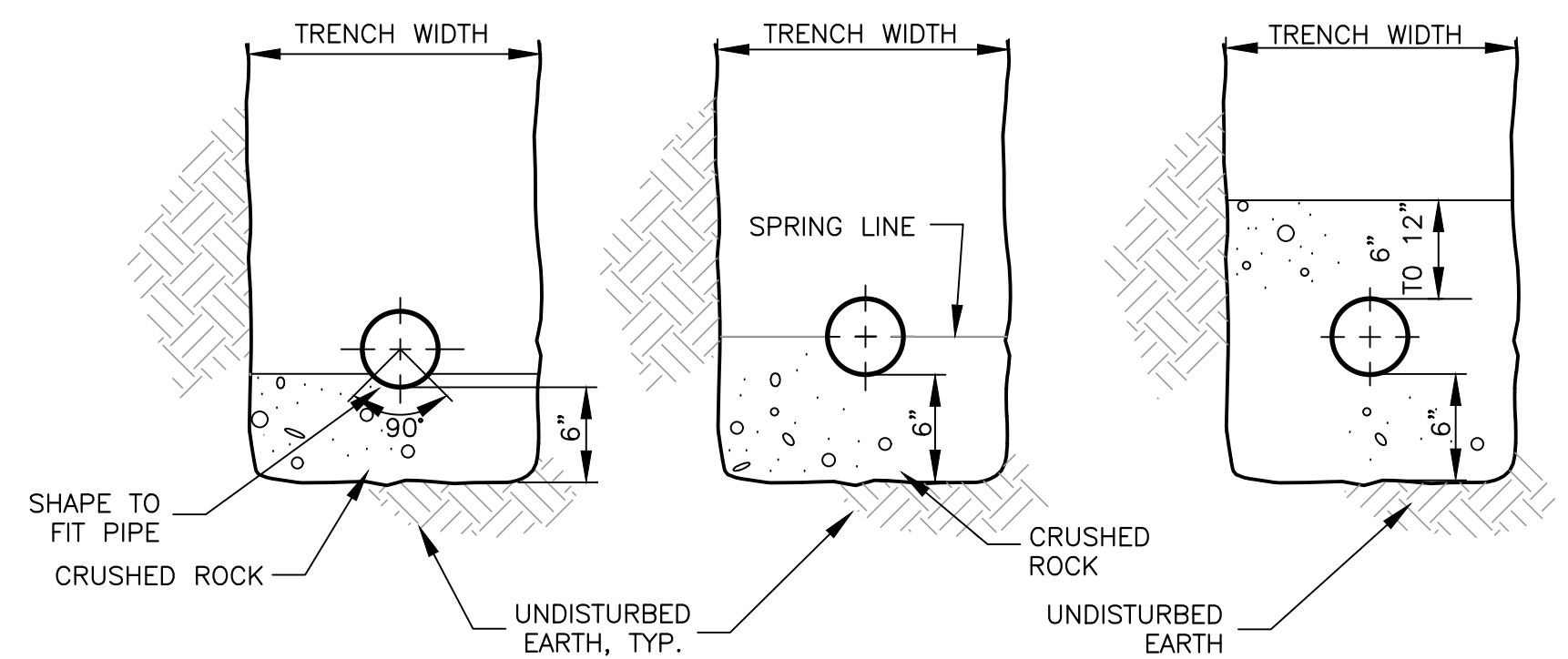


NOTES:  
1. TOP OF CLEANOUT SHALL BE FLUSH WITH GROUND.  
ALL CONCRETE SHALL BE 3500 PSI.

**2**  
C2.2 **DOUBLE CLEANOUT DETAIL**  
NO SCALE



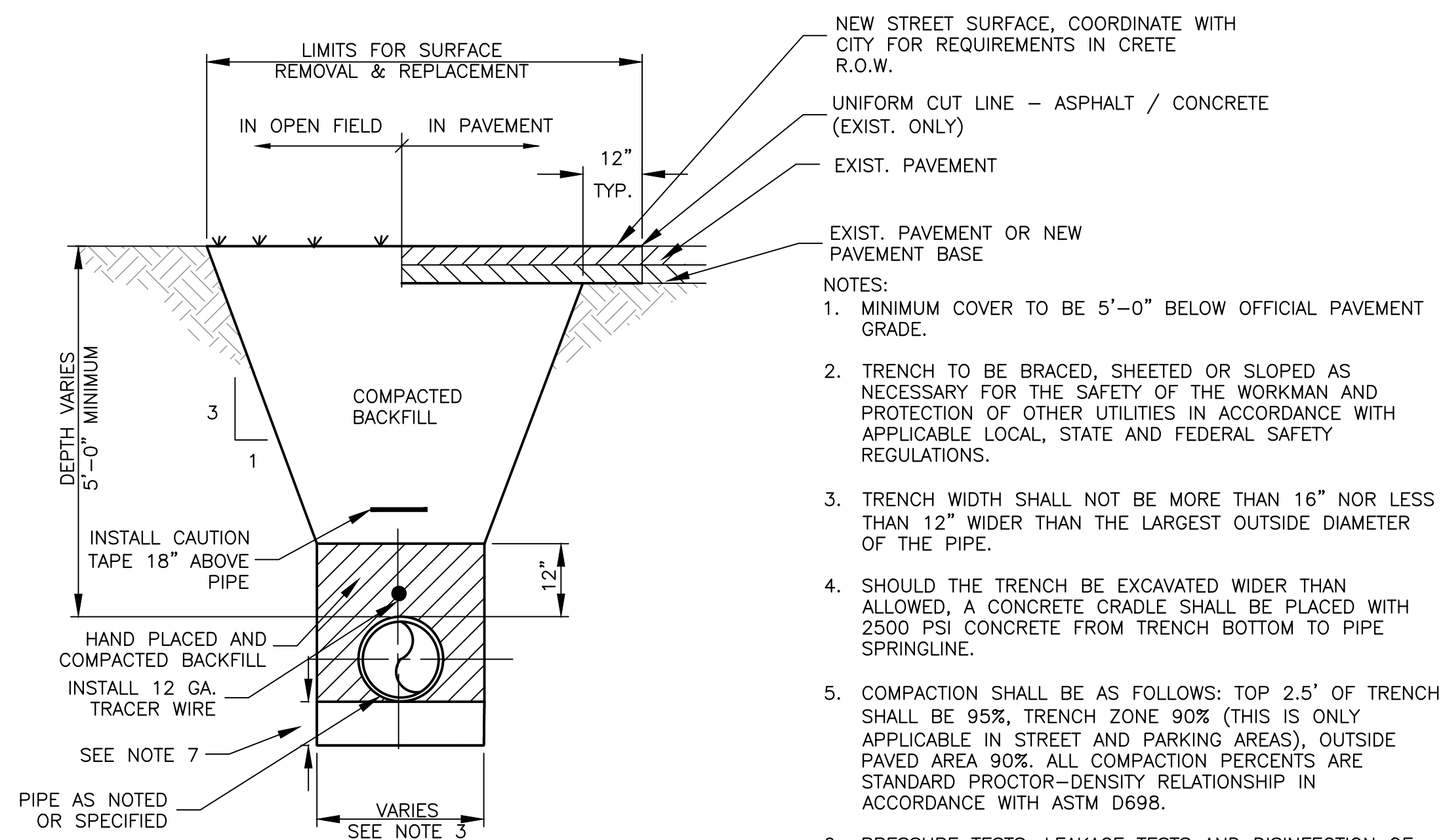
**3**  
C2.2 **CLEANOUT DETAIL**  
NO SCALE



**4**  
C2.2 **PIPE ENVELOPE**  
NO SCALE

- NOTES:
- TRENCH WIDTH: MINIMUM = PIPE O.D. PLUS 1'-4"  
MAXIMUM = PIPE O.D. PLUS 2'-0"
  - CRUSHED ROCK FOR PIPE BEDDING FOR PIPES 15 INCHES IN DIAMETER AND SMALLER SHALL CONFORM TO GRADATIONS AS FOLLOWS:  

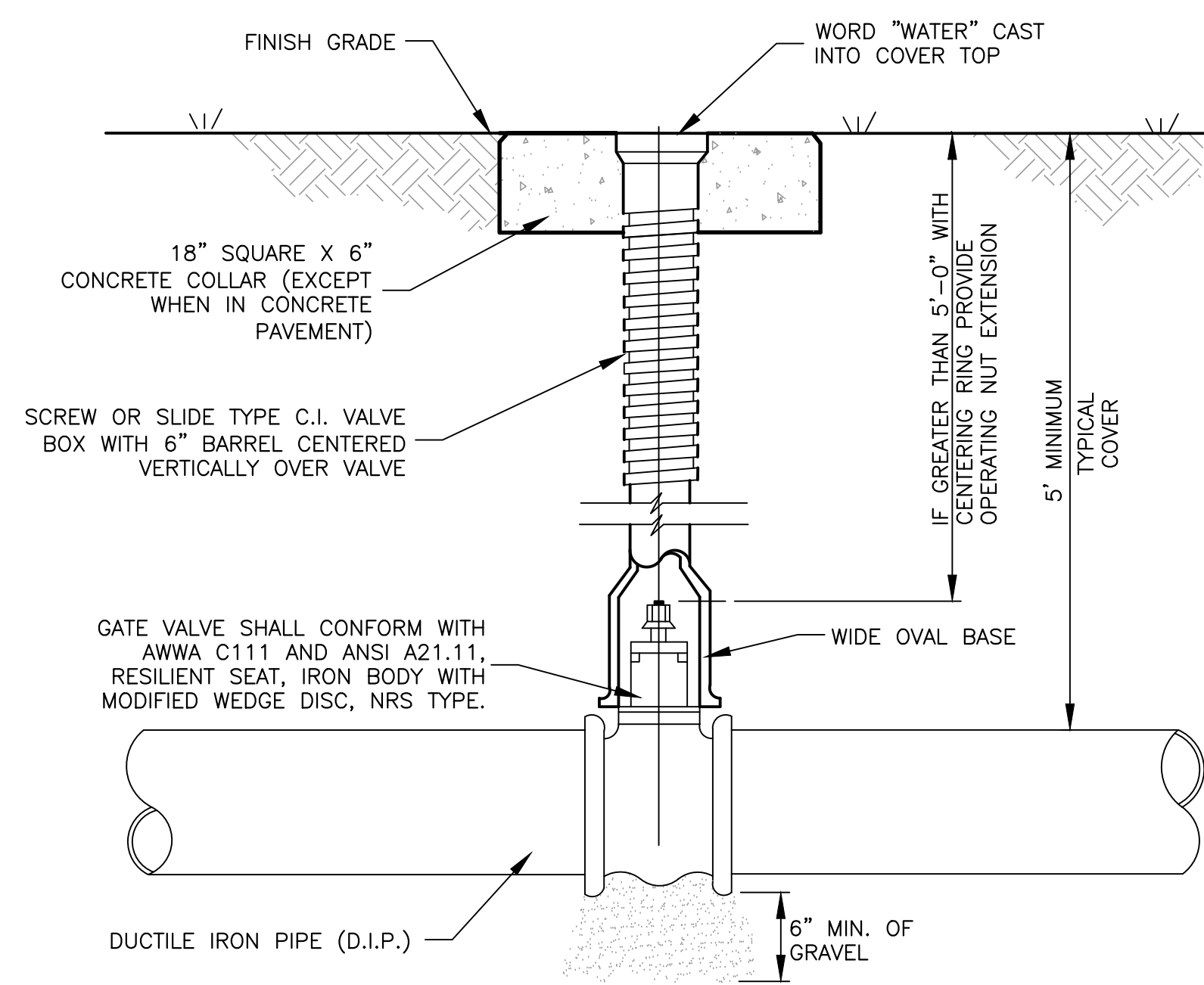
SIEVE SIZE	PERCENTAGE PASSING
3/4 INCH	100
3/8 INCH	60 ± 15
NO. 4	30 ± 15
NO. 10	15 ± 10
NO. 200	5 ± 5
  - CRUSHED ROCK FOR PIPE BEDDING SHALL BE SUBSIDIARY TO THE COST OF THE PIPE. IF UNSTABLE TRENCH BOTTOM SUBGRADE CONDITIONS ARE ENCOUNTERED, ADDITIONAL CRUSHED ROCK FOR BEDDING AND EXTENT SHALL BE AS DIRECTED BY THE ENGINEER. THE COST, MEASUREMENT, AND PAYMENT FOR ADDITIONAL CRUSHED ROCK FOR UNSTABLE TRENCH BOTTOM SUBGRADE PIPE BEDDING CONDITIONS SHALL BE PAID FOR PER TON OF CRUSHED ROCK PLACED.
  - TRENCH SHALL BE BRACED, SHEETED OR SLOPED AS NECESSARY FOR THE SAFETY OF WORKMEN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
  - HDPE SHOWN IS FOR DRAINAGE AND NOT WELL FIELD. WHEN APPLICABLE, SEE MECHANICAL PLANS FOR WELL FIELD INFORMATION.



- NOTES:
- MINIMUM COVER TO BE 5'-0" BELOW OFFICIAL PAVEMENT GRADE.
  - TRENCH TO BE BRACED, SHEETED OR SLOPED AS NECESSARY FOR THE SAFETY OF THE WORKMAN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS.
  - TRENCH WIDTH SHALL NOT BE MORE THAN 16" NOR LESS THAN 12" WIDER THAN THE LARGEST OUTSIDE DIAMETER OF THE PIPE.
  - SHOULD THE TRENCH BE EXCAVATED WIDER THAN ALLOWED, A CONCRETE CRADLE SHALL BE PLACED WITH 2500 PSI CONCRETE FROM TRENCH BOTTOM TO PIPE SPRINGLINE.
  - COMPACTION SHALL BE AS FOLLOWS: TOP 2.5' OF TRENCH SHALL BE 95%, TRENCH ZONE 90% (THIS IS ONLY APPLICABLE IN STREET AND PARKING AREAS), OUTSIDE PAVED AREA 90%. ALL COMPACTION PERCENTS ARE STANDARD PROCTOR-DENSITY RELATIONSHIP IN ACCORDANCE WITH ASTM D698.
  - PRESSURE TESTS, LEAKAGE TESTS AND DISINFECTION OF ALL WATER LINES SHALL BE AS REQUIRED BY LOCAL STANDARDS AND REQUIREMENTS.
  - IN LIEU OF HAND PLACED AND COMPACTED BACKFILL, ALL WATER LINES 3" OR BIGGER SHALL BE BEDDED WITH CRUSHED ROCK 6" BELOW TO 1" ABOVE TOP OF PIPE.

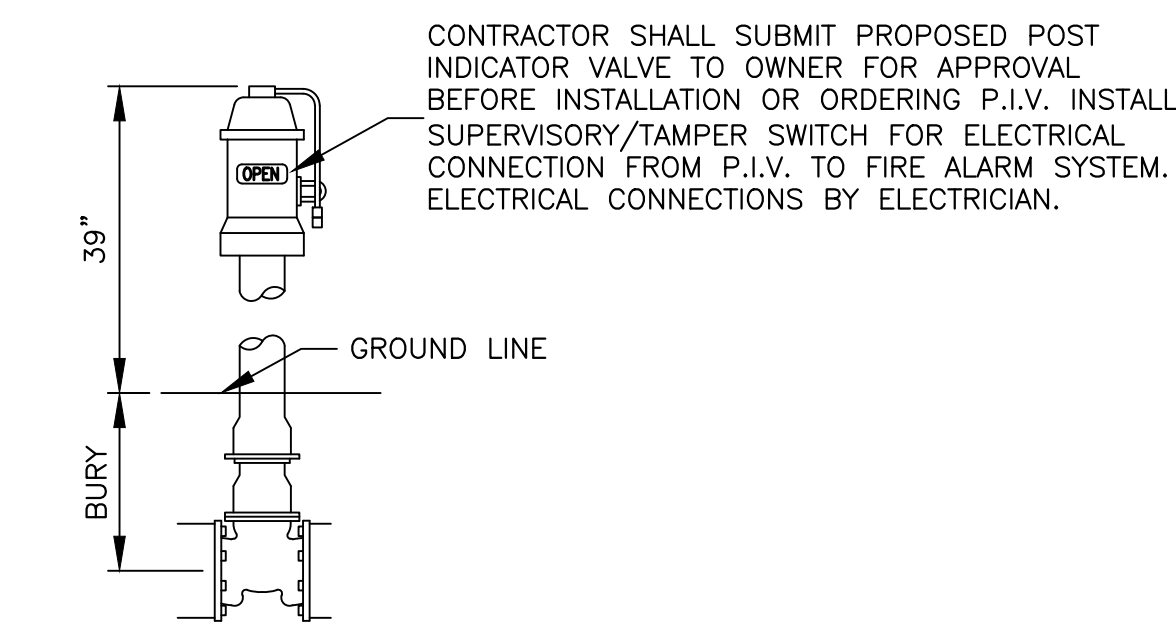
**5**  
C2.2 **PIPE ENVELOPE-WATER**  
NO SCALE





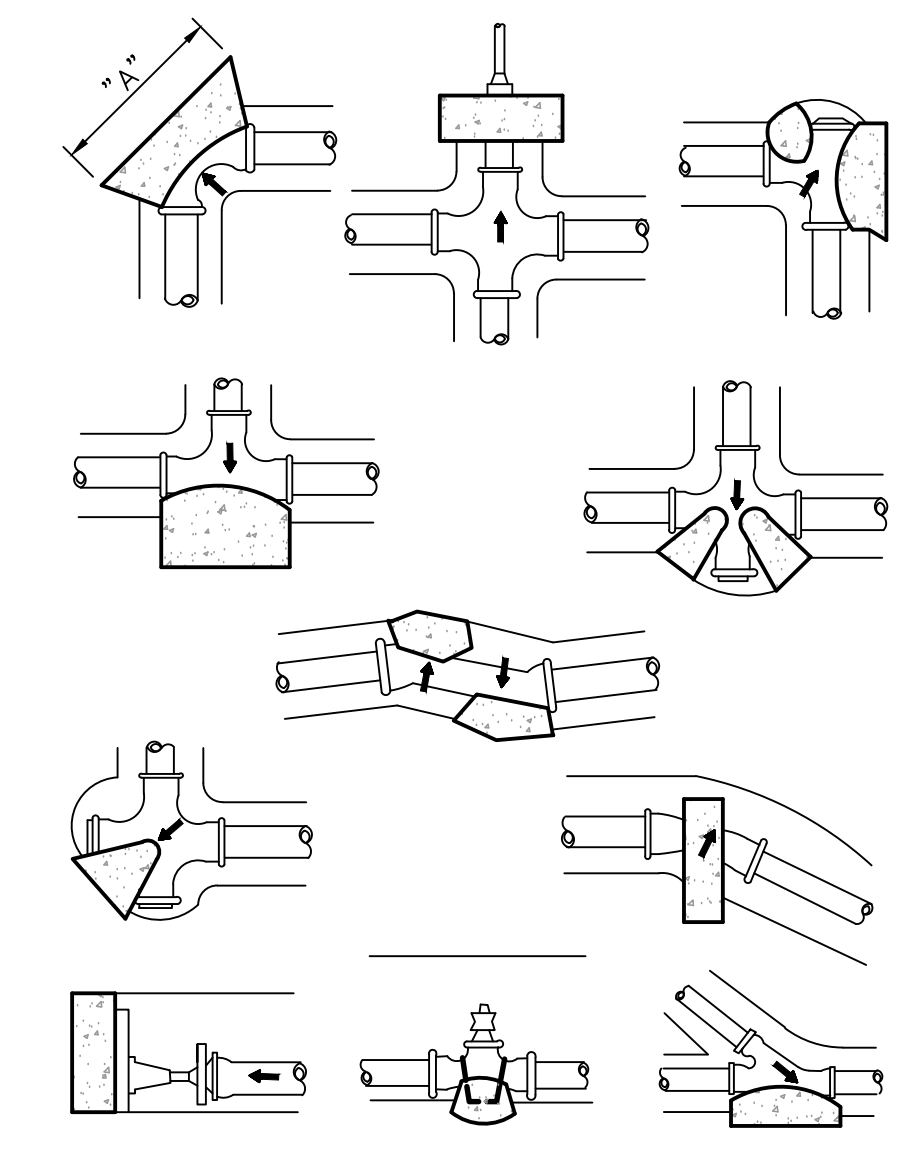
- NOTES:
- FITTING SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE.
  - REDUCERS SHALL BE REQUIRED FOR CASES WHERE VALVE IS DOWN SIZED FROM PIPING.

1 WATER VALVE BOX  
C2.3 NO SCALE



CONTRACTOR SHALL SUBMIT PROPOSED POST INDICATOR VALVE TO OWNER FOR APPROVAL BEFORE INSTALLATION OR ORDERING P.I.V. INSTALL SUPERVISORY/TAMPER SWITCH FOR ELECTRICAL CONNECTION FROM P.I.V. TO FIRE ALARM SYSTEM. ELECTRICAL CONNECTIONS BY ELECTRICIAN.

2 POST INDICATOR VALVE DETAIL  
C2.3 NO SCALE

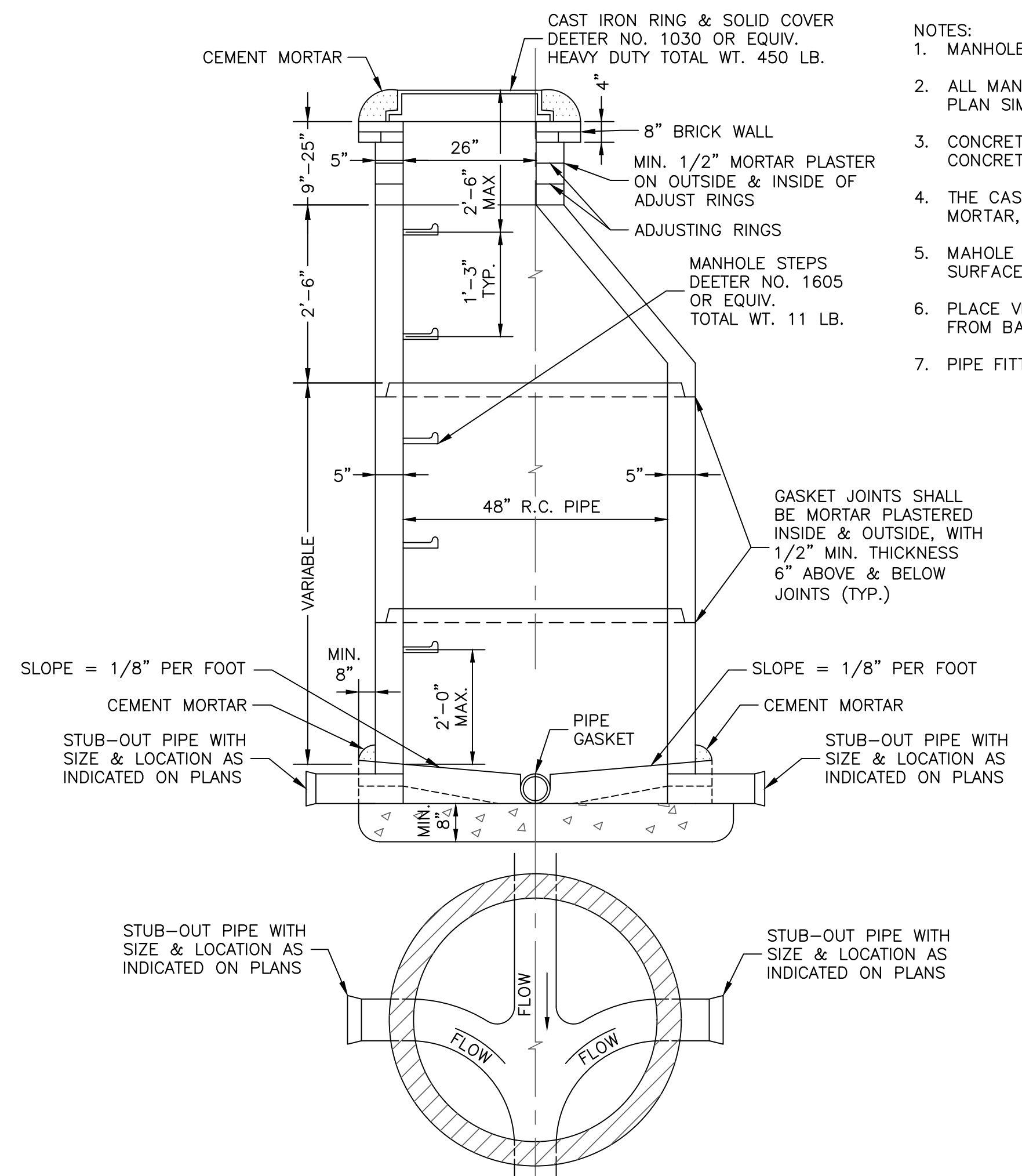


SCHEMATIC PLANS

PIPE SIZE	BEARING AREA OF BLOCK "A" SQ. FT.				
	TEE & END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	4.9	6.9	3.8	1.9	1.0
6	8.4	11.8	6.4	3.3	1.8
8	13.7	19.3	10.5	5.4	2.7
10	19.4	27.3	14.9	7.7	3.9
12	26.3	37.0	20.2	10.3	5.3

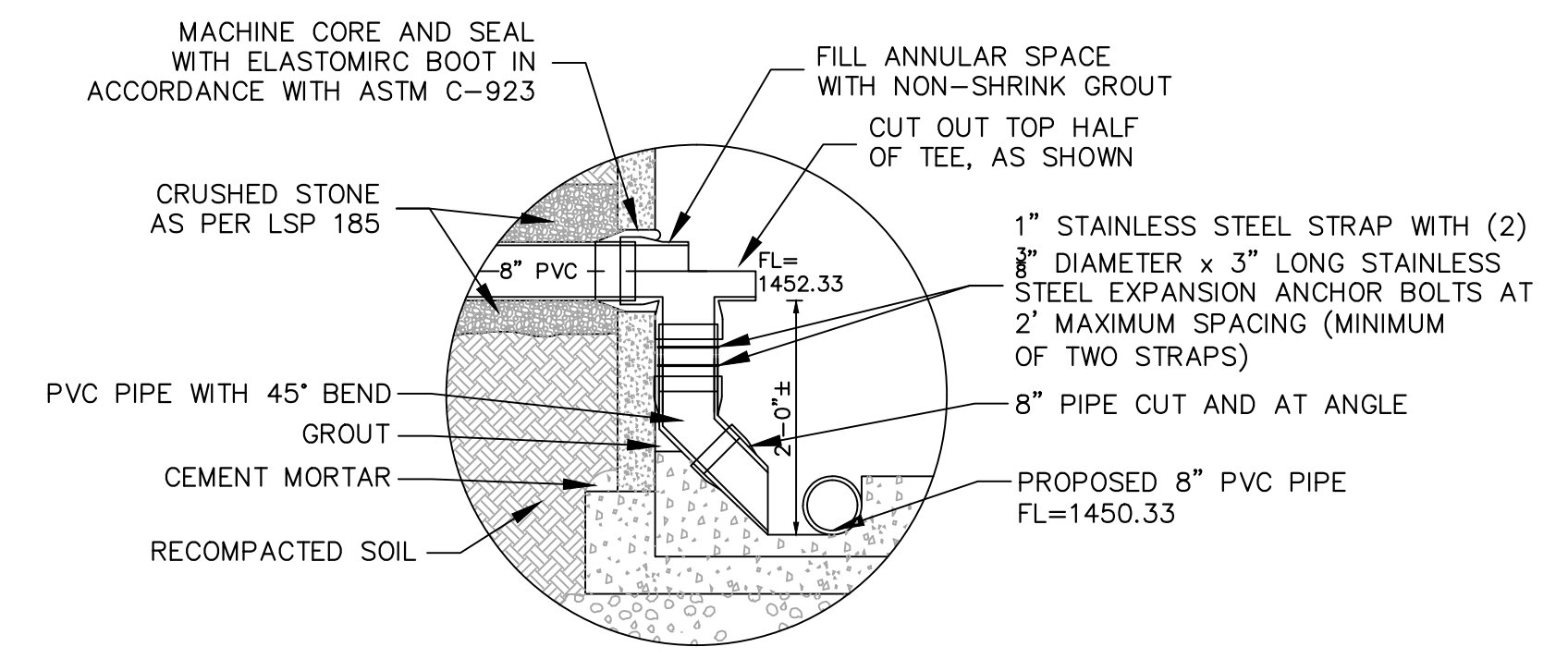
- NOTES:
- ARROW INDICATES DIRECTION OF THRUST.
  - BEAR THRUST BLOCKS AGAINST UNDISTURBED EARTH.
  - DO NOT EXTEND CONCRETE BEYOND BELL FITTING, OR RESTRICT MECHANICAL JOINT BOLT REMOVAL.
  - REQUIRED THRUST BLOCK AREAS "A" ARE BASED ON A SOIL BEARING PRESSURE OF 2000 PSF AND A DESIGN PRESSURE OF 250 PSI.

3 TYPICAL THRUST BLOCKING  
C2.3 NO SCALE



- NOTES:
- MANHOLES SHALL BE CONSTRUCTED OF CONCRETE.
  - ALL MANHOLES ARE TO BE CONSTRUCTED CIRCULAR IN PLAN SIMILAR TO DRAWING.
  - CONCRETE IN MANHOLE SHALL BE NDOT CLASS 47-B CONCRETE.
  - THE CAST IRON MANHOLE RING SHALL SET IN A BED OF MORTAR, AND CAREFULLY ADJUST TO PROPOSED GRADE.
  - MANHOLE FLOOR SHALL BE FINISHED TO A SMOOTH SURFACE.
  - PLACE VERTICAL SIDE OF TAPER SECTION FARTHEST FROM BACK OF CURB.
  - PIPE FITTINGS SHALL BE SOLVENT WELDED.

4 SANITARY SEWER MANHOLE  
C2.3 NO SCALE



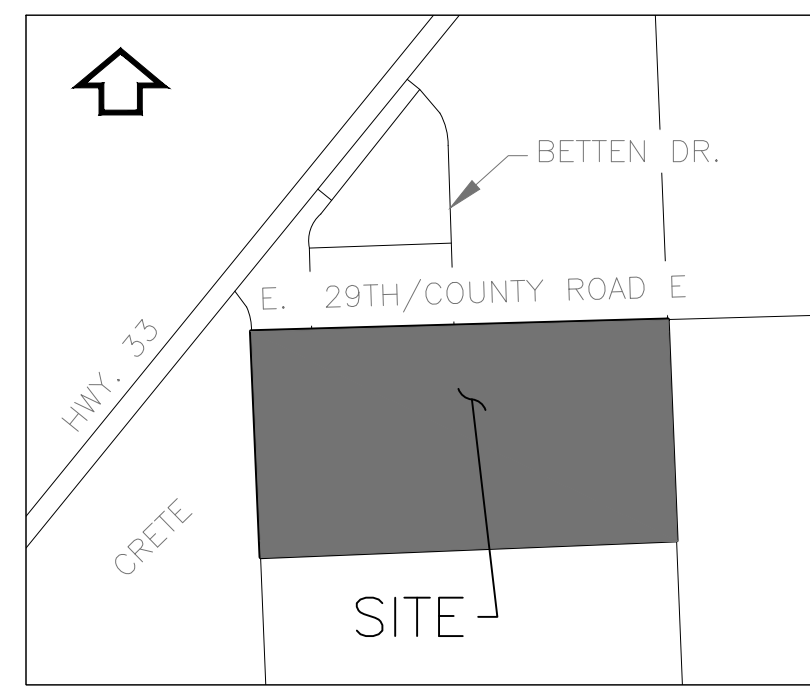
DROP DETAIL ON SANITARY SEWER MANHOLE INSIDE

5 NO SCALE

CRETE SENIOR VILLAS  
E 29th ST & BETTEN DRIVE  
CRETE, NE 68333



# A PRELIMINARY PLAT OF DITTMER ESTATES



VICINITY MAP  
SCALE = 1:1000

### COUNTY TREASURER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

### REVIEW OF SALINE COUNTY SURVEYOR

THIS PRELIMINARY PLAT OF DITTMER ESTATES WAS REVIEWED BY THE OFFICE OF SALINE COUNTY SURVEYOR ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SALINE COUNTY SURVEYOR \_\_\_\_\_

### LEGAL DESCRIPTION OF PRELIMINARY PLAT

A PARCEL OF LAND BEING A PORTION OF LAND LOCATED IN THE NORTH 1/2, OF THE NORTHEAST 1/4 SEC. 26, T8N, R4E OF THE 6TH P.M., CRETE, SALINE COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NE CORNER SEC. 26, T8N, R4E OF THE 6TH P.M.;

THENCE ON THE EAST LINE OF SAID N 1/2, S01°50'17"E, 60.00 FEET, ALL BEARINGS HEREON ARE RELATIVE THERETO;

THENCE DEPARTING SAID EAST LINE, S88°09'43"W, 75.00 FEET, TO A LINE 75 FEET WEST OF AND PARALLEL WITH SAID EAST LINE;

THENCE ON SAID PARALLEL LINE, S01°50'17"E, 220.65 FEET;

THENCE DEPARTING SAID PARALLEL LINE, N88°09'43"E, 30.00 FEET TO A LINE 45 FEET WEST OF AND PARALLEL WITH SAID EAST LINE;

THENCE ON SAID PARALLEL LINE, S01°50'17"E, 799.40 FEET;

THENCE DEPARTING SAID PARALLEL LINE, S88°09'22"W, 30.00 FEET TO A LINE 75 FEET WEST OF AND PARALLEL WITH SAID EAST LINE;

THENCE ON SAID PARALLEL LINE, S01°50'17"E, 239.34 FEET TO THE SOUTH LINE OF SAID N 1/2;

THENCE ON SAID SOUTH LINE, S88°12'03"W, 2563.48 FEET TO THE EAST R-O-W OF COUNTY ROAD #2350 ALSO BEING A LINE 33' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH HALF;

THENCE ON SAID EAST R-O-W, N02°03'12"W, 1328.47 FEET TO THE NORTH LINE OF SAID NORTH 1/2;

THENCE ON SAID NORTH LINE, N88°23'46"E, 2643.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,426,036 SQUARE FEET OR 78.65 ACRES

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORDED TRANSFER OF THE LAND CONTAINED IN THE PRELIMINARY PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

LYLE L. LOTH, L.S. #314

FOR REVIEW

### OWNERS CERTIFICATION:

WE THE UNDERSIGNED, DITTMER & DITTMER, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS DITTMER ESTATES, AN ADDITION TO CRETE, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN.

LOT 1 SHALL HAVE ACCESS TO EAST 29TH STREET.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

BUILDING SETBACKS SHALL BE 20 FEET FRONT, 5 FEET SIDE AND 20 FEET REAR FOR ALL LOTS WITHIN THIS PLAT.

DITTMER & DITTMER, LLC, A NEBRASKA LIMITED LIABILITY COMPANY  
RON DITTMER, MANAGING MEMBER

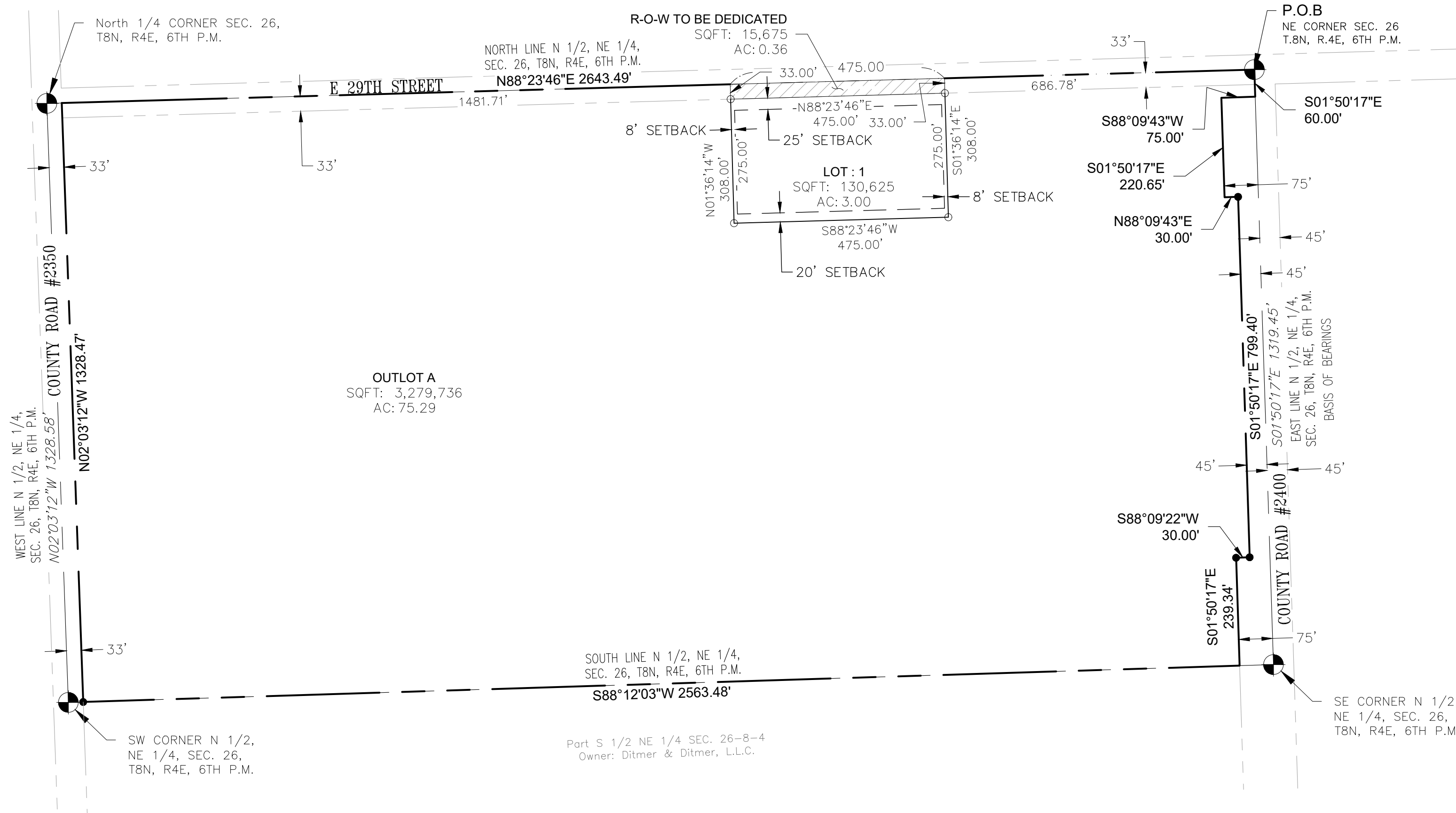
### ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA }  
SALINE COUNTY } SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME RON DITTMER, MANAGING MEMBER OF DITTMER & DITTMER, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND HE ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



### MONUMENT SYMBOL LEGEND

- PORTION OF EAST 29TH STREET TO BE DEDICATED TO THE PUBLIC
- FOUND PROPERTY CORNER
- ⊙ FOUND SECTION CORNER
- R-O-W RIGHT OF WAY

### ZONING INFORMATION

CURRENT ZONING: C-1 AND R-3

Total Lots = 1  
Total Outlots = 1  
Total Acres = 78.65

### BUILDING SETBACK RESTRICTIONS

FRONT YARD - 25 FEET  
SIDE YARD - 8 FEET  
REAR YARD - SMALLER OF 20 FEET OR 20% OF LOT DEPTH FEET

### OWNER:

DITTMER & DITTMER, LLC  
1600 W. 12TH  
CRETE, NE 68333

### ENGINEER/SURVEYOR:

NATHANIEL BURNETT/LYLE L. LOTH  
REGA ENGINEERING GROUP INC.  
601 OLD CHENEY RD., SUITE 'A'  
LINCOLN, NE 68512 (402) 484-7342

PROJECT  
231057

**REGA**  
ENGINEERING

601 OLD CHENEY RD., SUITE A  
LINCOLN, NEBRASKA 68512  
(402) 484-7342

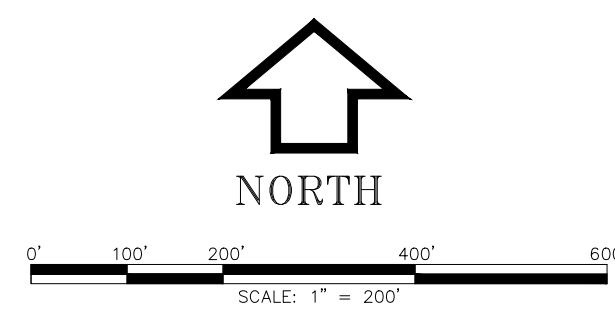
- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

DITTMER ESTATES  
PRELIMINARY PLAT  
CRETE, SALINE COUNTY, NEBRASKA

DATE: 04/18/2023  
DESIGNED BY: FBS  
DRAWN BY: FBS  
CHECKED BY: LLL/NPB

SHEET NO.

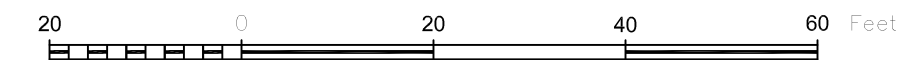
1 of 3



# A PRELIMINARY PLAT OF DITTMER ESTATES



NORTH  
SCALE 1" = 20'



PROJECT  
231057

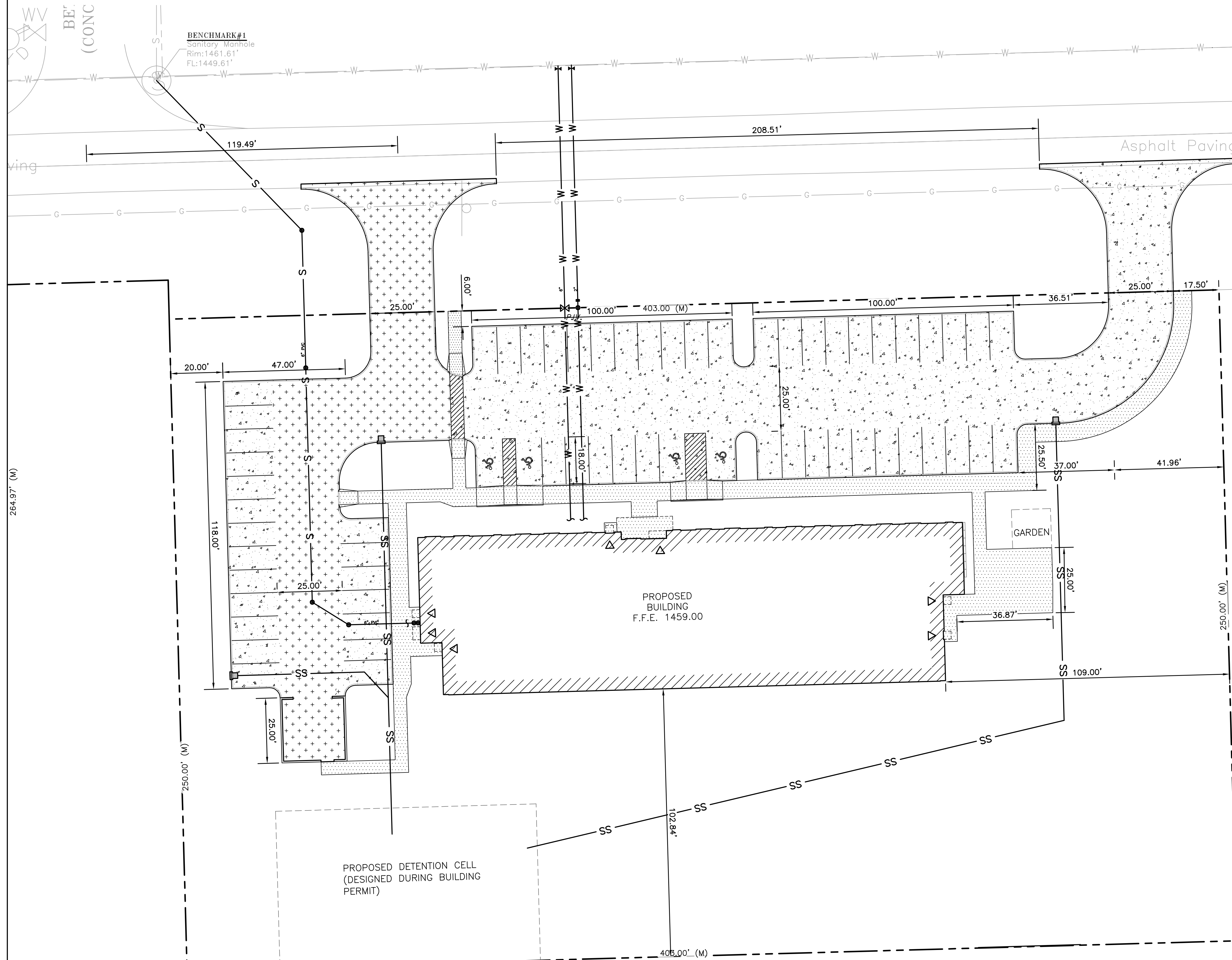
**REGA  
ENGINEERING**

601 OLD CHENEY RD., SUITE A  
LINCOLN, NEBRASKA 68512  
(402).484.7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

## LEGEND

- 7" THICK CONCRETE
- 6" THICK CONCRETE
- 4" THICK SIDEWALK
- PROPERTY LINE
- EXPANSION JOINT
- SANITARY SEWER LINE
- WATER LINE
- PROPOSED STORM SEWER LINE
- PROPOSED STORM SEWER INLET

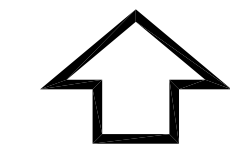


**DITTMER ESTATES**  
**PRELIMINARY PLAT-SITE UTILITY PLAN**  
**CRETE, SALINE COUNTY, NEBRASKA**

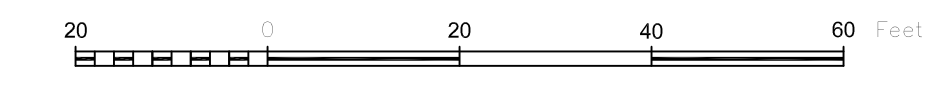
DATE: 04/18/2023  
 DESIGNED BY: FBS  
 DRAWN BY: FBS  
 CHECKED BY: LLL/NPB

SHEET NO.  
2 of 3

# A PRELIMINARY PLAT OF DITTMER ESTATES



NORTH  
SCALE 1" = 20'



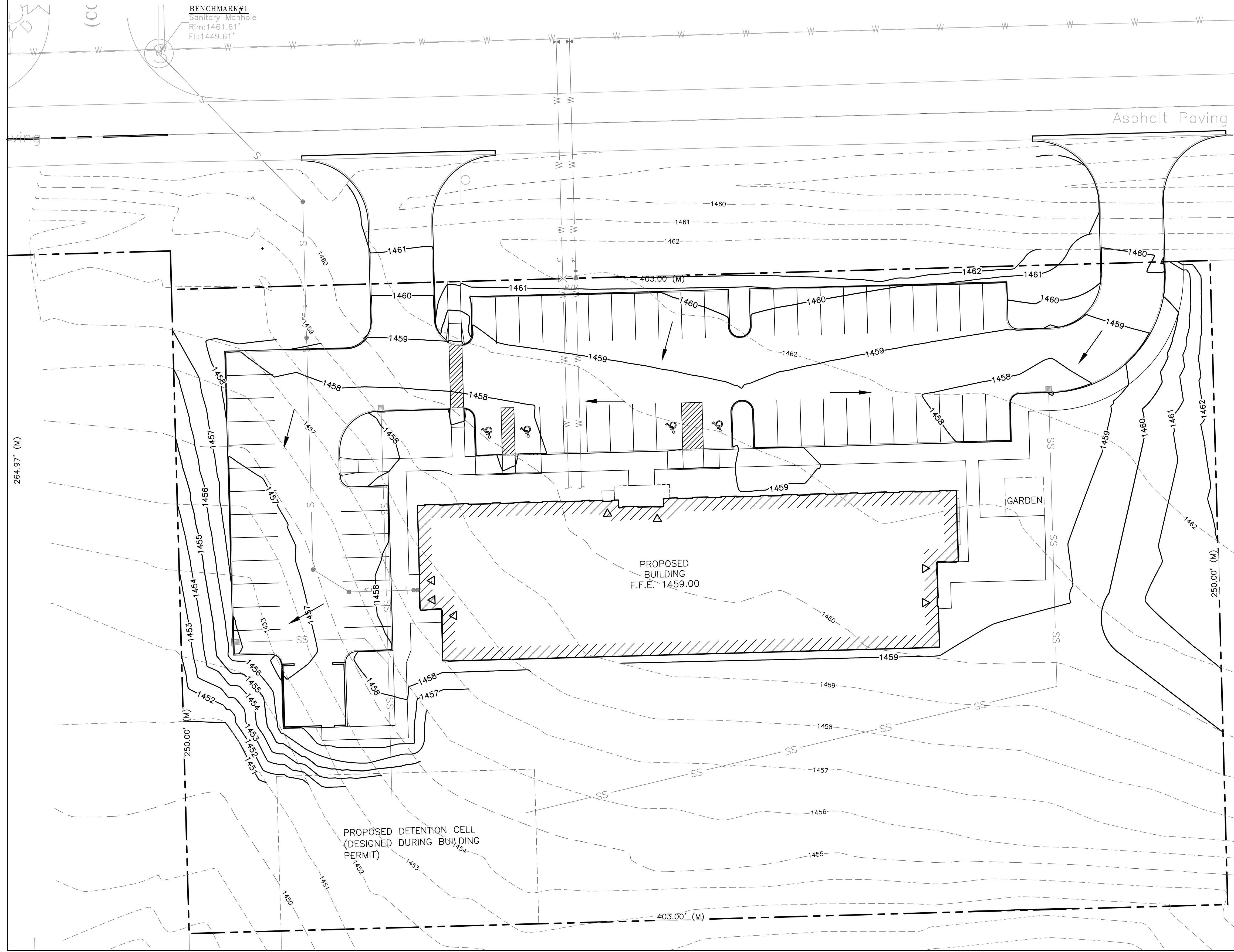
PROJECT  
231057

**REGA ENGINEERING**  
601 OLD CHENEY RD., SUITE A  
LINCOLN, NEBRASKA 68512  
(402) 484-7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

### LEGEND

- - - - - PROPERTY LINE
- - - - - 1460 EXISTING CONTOURS
- - - - - 1460 PROPOSED CONTOURS
- DIRECTION OF FLOW



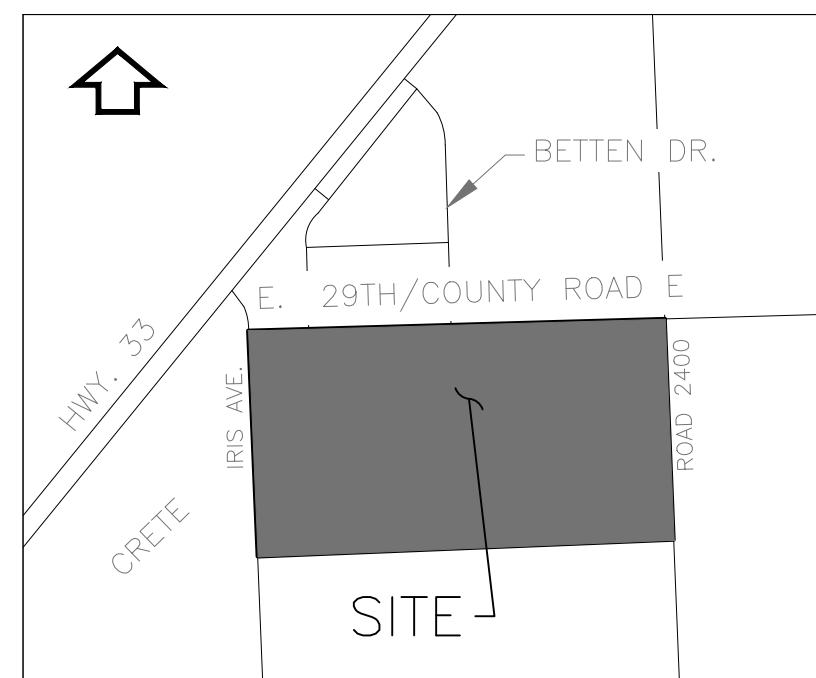
**DITTMER ESTATES**  
**PRELIMINARY PLAT GRADING**  
**CRETE, SALINE COUNTY, NEBRASKA**

DATE: 04/18/2023  
 DESIGNED BY: FBS  
 DRAWN BY: FBS  
 CHECKED BY: LLL/NPB

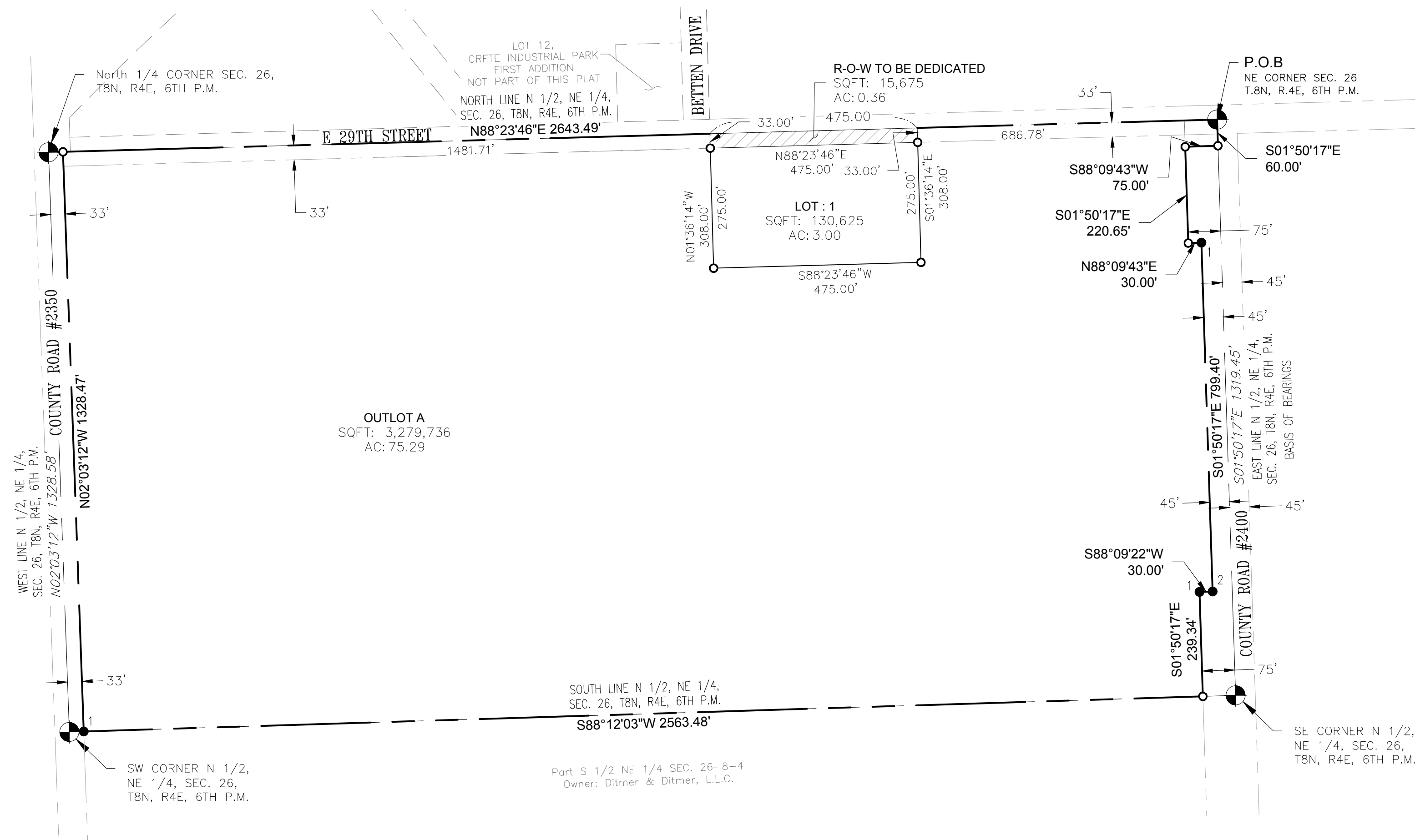
SHEET NO.  
**3 of 3**

# A FINAL PLAT OF DITTMER ESTATES ADDITION

LOCATED IN THE NE 1/4 SEC. 26, T.8N., R.4E., 6TH P.M.,  
CITY OF CRETE, SALINE COUNTY, NEBRASKA



VICINITY MAP  
SCALE = 1:1000



### COUNTY TREASURER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

### REVIEW OF SALINE COUNTY SURVEYOR

THIS FINAL PLAT OF DITTMER ESTATES ADDITION WAS REVIEWED BY THE OFFICE OF SALINE COUNTY SURVEYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SALINE COUNTY SURVEYOR \_\_\_\_\_

### LEGAL DESCRIPTION OF FINAL PLAT

A PARCEL OF LAND BEING A PORTION OF LAND LOCATED IN THE NORTH 1/2, OF THE NORTHEAST 1/4 SEC. 26, T8N, R4E OF THE 6TH P.M., CRETE, SALINE COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NE CORNER SEC. 26, T8N, R4E OF THE 6TH P.M.;

THENCE ON THE EAST LINE OF SAID N 1/2, S01°50'17"E, 60.00 FEET, ALL BEARINGS HEREON ARE RELATIVE THERETO;

THENCE DEPARTING SAID EAST LINE, S88°09'43"W, 75.00 FEET, TO A LINE 75 FEET WEST OF AND PARALLEL WITH SAID EAST LINE;

THENCE ON SAID PARALLEL LINE, S01°50'17"E, 220.65 FEET;

THENCE DEPARTING SAID PARALLEL LINE, N88°09'43"E, 30.00 FEET TO A LINE 45 FEET WEST OF AND PARALLEL WITH SAID EAST LINE;

THENCE ON SAID PARALLEL LINE, S01°50'17"E, 799.40 FEET;

THENCE DEPARTING SAID PARALLEL LINE, S88°09'22"W, 30.00 FEET TO A LINE 75 FEET WEST OF AND PARALLEL WITH SAID EAST LINE;

THENCE ON SAID PARALLEL LINE, S01°50'17"E, 239.34 FEET TO THE SOUTH LINE OF SAID N 1/2;

THENCE ON SAID SOUTH LINE, S88°12'03"W, 2563.48 FEET TO THE EAST R-O-W OF COUNTY ROAD #2350 ALSO BEING A LINE 33' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH HALF;

THENCE ON SAID EAST R-O-W, N02°03'12"W, 1328.47 FEET TO THE NORTH LINE OF SAID NORTH 1/2;

THENCE ON SAID NORTH LINE, N88°23'46"E, 2643.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,426,036 SQUARE FEET OR 78.65 ACRES

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THE FINAL PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

LYLE L. LOTH, L.S. #314

FOR REVIEW

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, DITTMER & DITTMER, LLC, 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 DITTMER ESTATES 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 (WHICH INCLUDE BUT NOT LIMITED TO SANITARY SEWER, STORM SEWER, WATER, ELECTRICAL, TELEPHONE AND CABLE TELEVISION), 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.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DITTMER & DITTMER, LLC, A NEBRASKA LIMITED LIABILITY COMPANY  
RON DITTMER, MANAGING MEMBER

### ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA }  
SALINE COUNTY } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME RON DITTMER, MANAGING MEMBER OF DITTMER & DITTMER, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND HE ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### APPROVAL OF CRETE CITY COUNCIL

THIS PLAT OF DITTMER ESTATES ADDITION WAS APPROVED BY THE CRETE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

ATTEST: \_\_\_\_\_  
MAYOR

### APPROVAL OF CRETE CITY PLANNING BOARD

THIS PLAT OF DITTMER ESTATES ADDITION WAS APPROVED BY THE CRETE PLANNING BOARD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

ATTEST: \_\_\_\_\_  
CHAIRPERSON

### MONUMENT SYMBOL LEGEND

PORTION OF EAST 29TH STREET TO BE DEDICATED TO THE PUBLIC

- SET (3/4"x24" Bar w/ LS 314 Cap)
- 1 ● FOUND REBAR WITH CAP STAMPED "LS 570"
- 2 ● FOUND NO. 5 REBAR

Total Lots = 1  
Total Outlots = 1  
Total Acres = 78.65

PROJECT  
231057

**REGA**  
ENGINEERING

601 OLD CHENEY RD., SUITE A  
LINCOLN, NEBRASKA 68512  
(402).484.7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

DITTMER ESTATES ADDITION  
FINAL PLAT  
CRETE, SALINE COUNTY, NEBRASKA

DATE: 06/26/2023

DESIGNED BY: FBS

DRAWN BY: RDR

CHECKED BY: LLL/NPB

SHEET NO.

1 of 1

