

Crete City Council Regular Meeting
Tuesday, April 2, 2024 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.B. Accept the City Treasurer's Report

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

3.D. March 19, 2024 City Council Minutes

3.E. March 19, 2024 Finance Committee Minutes

3.F. March 19, 2024 Park and Rec Committee Minutes

3.G. March 19, 2024 Public Safety Committee Minutes

3.H. March 19, 2024 Public Works Committee Minutes

3.I. Approve JEO Invoice No: 149048 in the amount of \$4,239.50

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 application SE24-01 for the Chamber of Commerce Cinco de Mayo Celebration.

4.B. Consider the Crete Urban Area Map

4.C. Authorize the Mayor and City Administrator to provide a termination notice to Beatrice.

4.D. Consider the RMS Quote.

4.E. Consider the payment of claims to Crete Ace Hardware in the amount of \$336.91

4.F. Consider enacting Ordinance NO. 2197 Relating To The Vacation Of Streets or Alleys

4.G. Consider enacting Ordinance NO. 2198 Amending Plat Requirements.

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

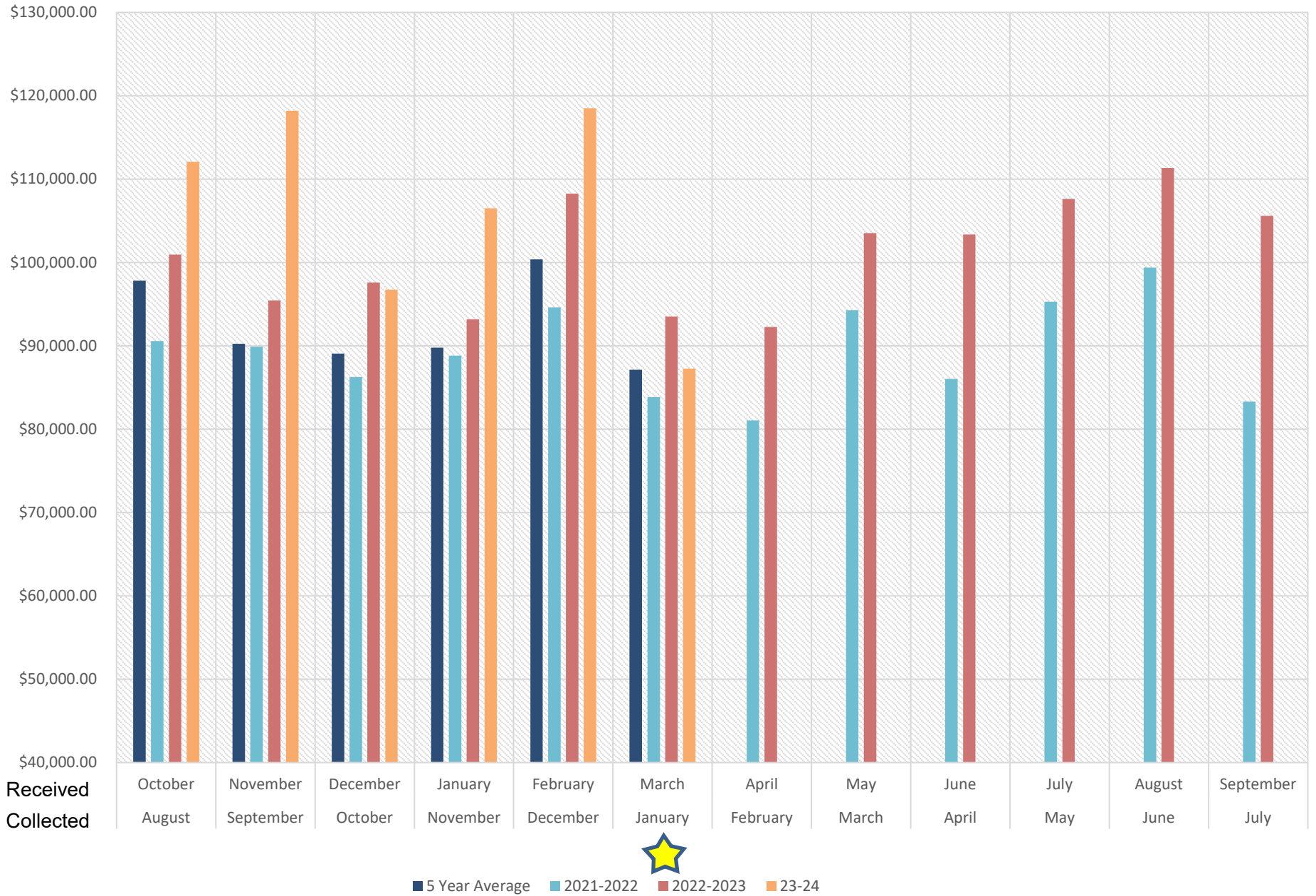
- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

7. Adjournment

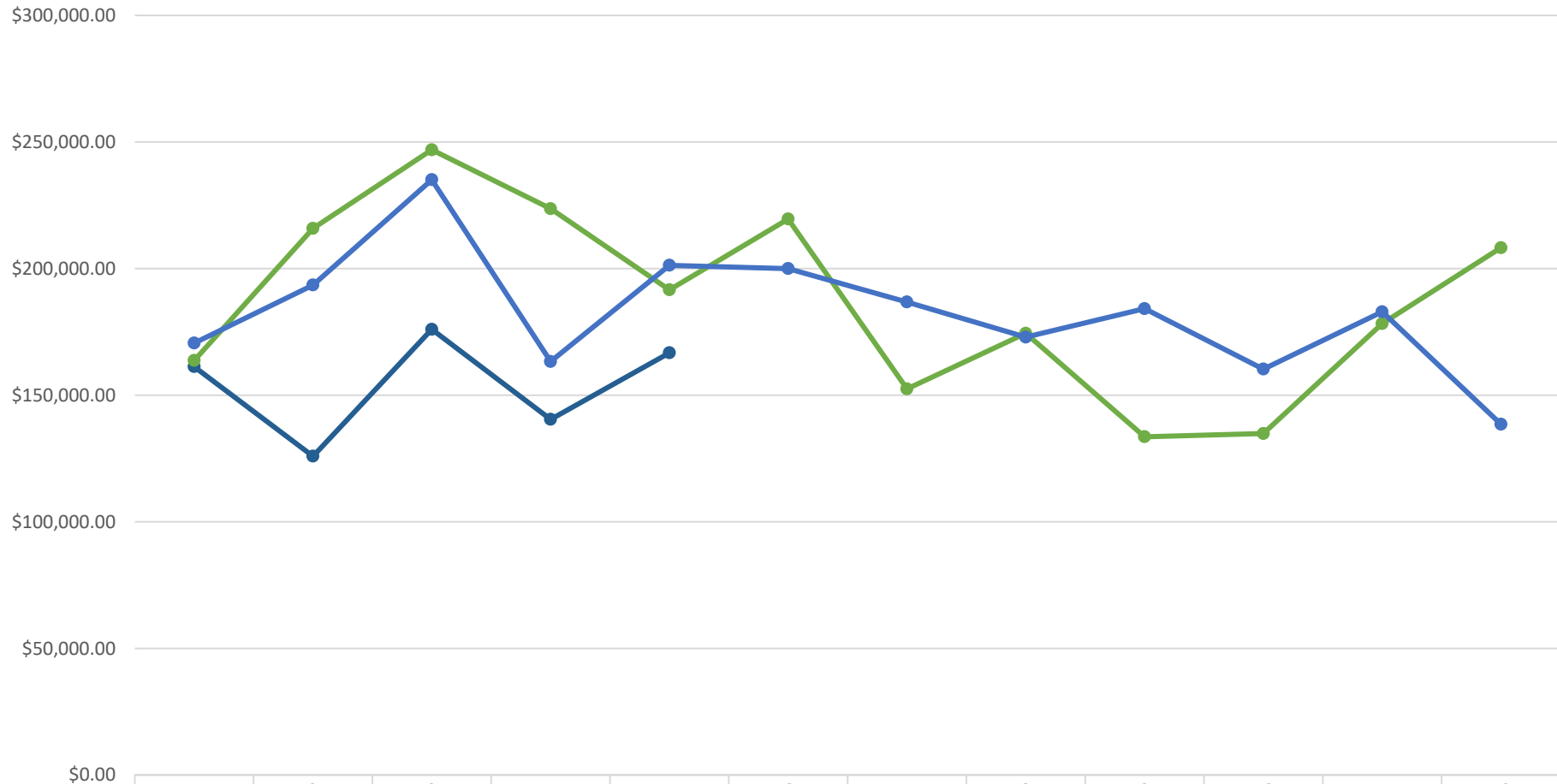
Disclaimers & Notices

- 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.

City of Crete Net 1% Sales Tax Receipts

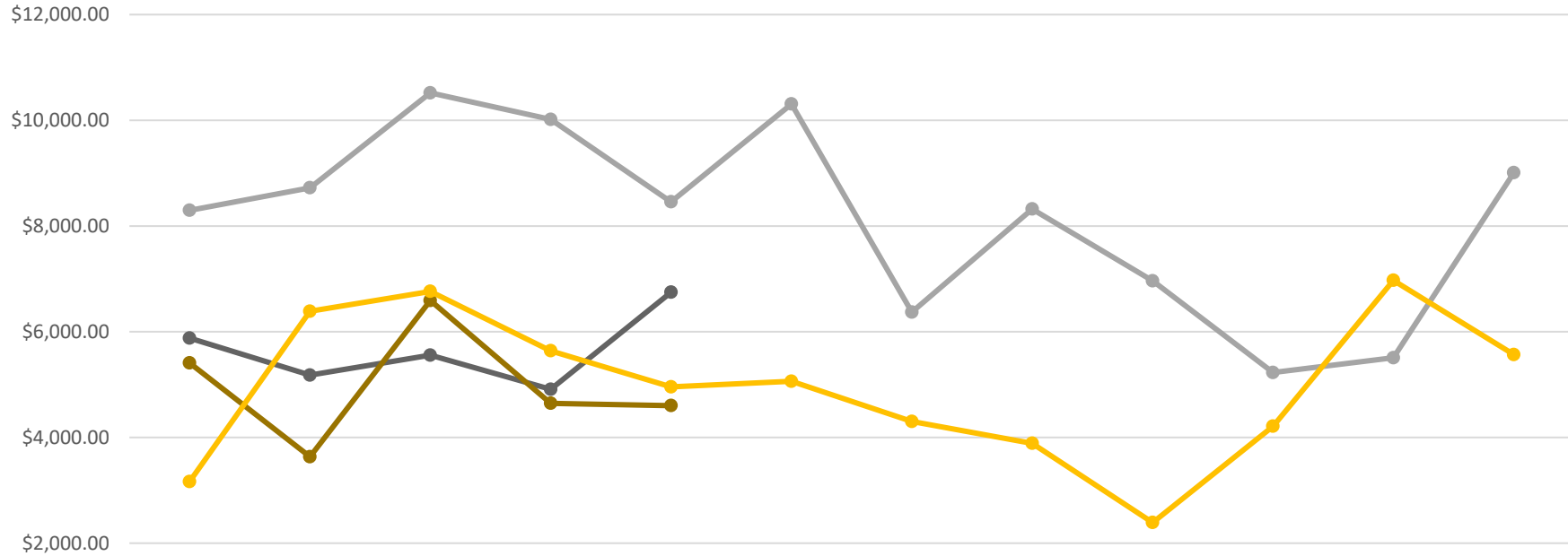


GROSS SALES



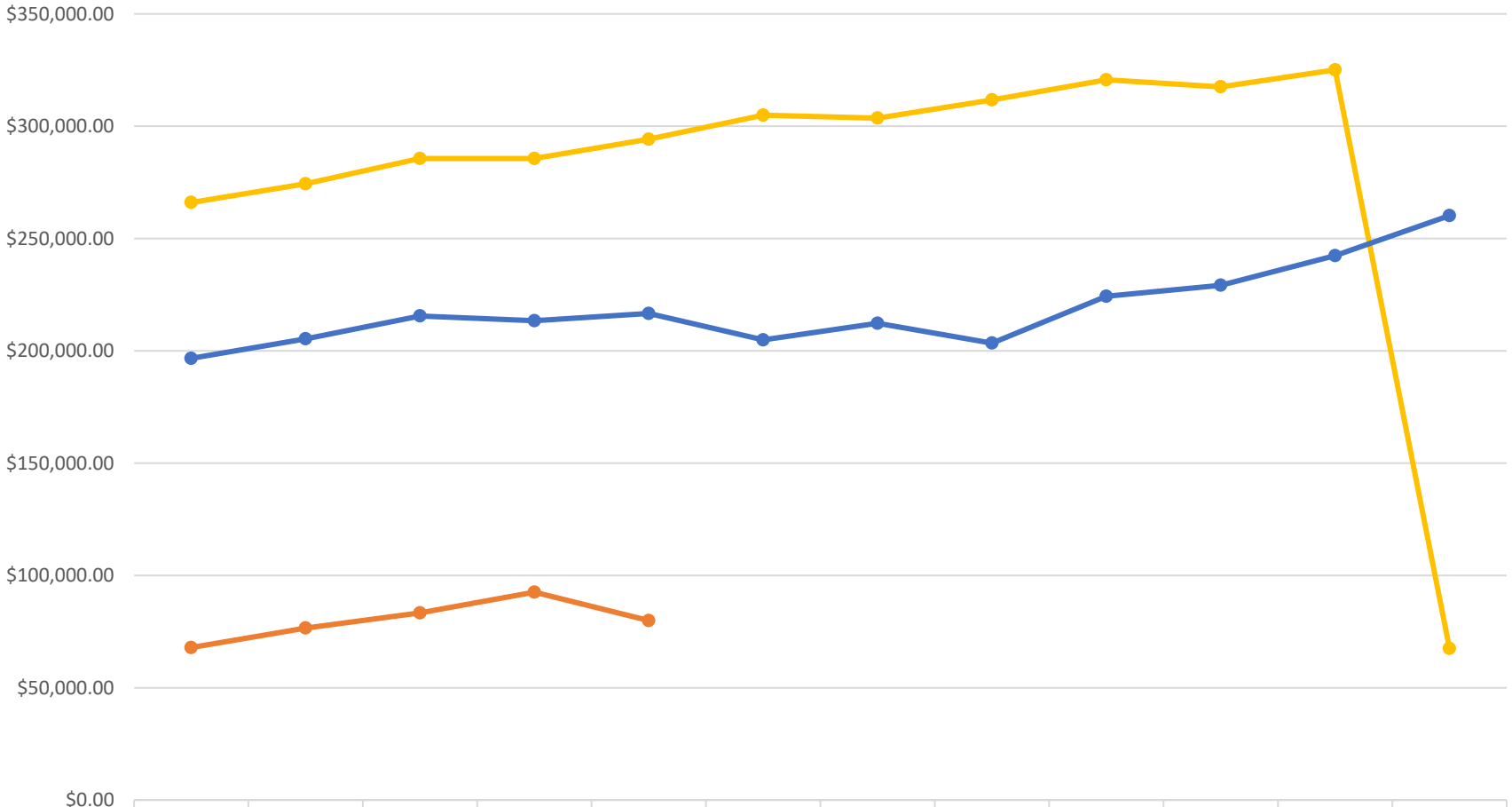
	1	2	3	4	5	6	7	8	9	10	11	12
Gross Sales 2024	\$161,278.58	\$125,912.15	\$176,004.76	\$140,460.30	\$166,753.19							
Gross Sales 2023	\$163,724.17	\$215,871.22	\$246,916.38	\$223,676.47	\$191,626.58	\$219,588.51	\$152,481.91	\$174,438.02	\$133,601.38	\$134,855.41	\$178,299.44	\$208,247.16
Gross Sales 2022	\$170,592.50	\$193,507.44	\$235,089.41	\$163,309.23	\$201,296.95	\$199,990.83	\$186,813.28	\$172,939.17	\$184,175.02	\$160,311.80	\$182,941.40	\$138,545.51

Outlet Commissions



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
My Bar 2024	\$5,879.32	\$5,179.04	\$5,556.26	\$4,910.26	\$6,747.18							
Eagles 2024	\$5,410.18	\$3,634.81	\$6,590.75	\$4,645.36	\$4,602.10							
My Bar 2023	\$8,296.65	\$8,723.74	\$10,520.00	\$10,017.15	\$8,457.20	\$10,309.10	\$6,371.77	\$8,321.46	\$6,962.72	\$5,227.88	\$5,507.88	\$9,009.05
Eagles 2023	\$3,164.04	\$6,387.24	\$6,764.14	\$5,640.20	\$4,956.66	\$5,062.10	\$4,301.97	\$3,889.20	\$2,389.38	\$4,212.00	\$6,973.09	\$5,568.25

Community Betterment Funds



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Community Betterment 2024	\$67,878.90	\$76,596.59	\$83,312.17	\$92,563.83	\$79,899.83							
Community Betterment 2023	\$266,038.25	\$274,357.49	\$285,607.69	\$285,602.74	\$294,226.47	\$304,912.67	\$303,608.61	\$311,690.15	\$320,658.89	\$317,524.50	\$325,084.31	\$67,468.96
Community Betterment 2022	\$196,623.65	\$205,317.57	\$215,500.27	\$213,383.79	\$216,632.12	\$204,846.53	\$212,252.60	\$203,432.27	\$224,257.98	\$229,183.43	\$242,367.49	\$260,181.90

Report Criteria:

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

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)								
911 CUSTOM	1	Invoice	5.11 TACTICAL PRO PANT	03/15/2024	72.00		00/00	531-6477
Total 911 CUSTOM (5):					72.00			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	REPLACEMENT	03/13/2024	58.34		00/00	701-5693
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	03/13/2024	29.19		00/00	701-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	03/14/2024	12.72		00/00	701-5691
AMAZON BUSINESS	1	Invoice	COMPUTER EXPENSE	03/26/2024	16.98		00/00	701-6050
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	03/26/2024	16.89		00/00	701-5691
AMAZON BUSINESS	1	Invoice	CREDIT MEMO	03/26/2024	9.59-		00/00	701-5693
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	03/27/2024	9.98		00/00	701-6210
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	03/28/2024	26.22		00/00	701-5691
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	03/28/2024	521.73		00/00	531-6477
Total AMAZON BUSINESS (6116):					682.46			
AMERICAN RED CROSS-HEALTH SAFETY (160)								
AMERICAN RED CROSS-HEALTH SAFETY	1	Invoice	CPR AED 2024	02/29/2024	97.44		00/00	101-9760
AMERICAN RED CROSS-HEALTH SAFETY	2	Invoice	CPR AED 2024	02/29/2024	9.74		00/00	201-9760
AMERICAN RED CROSS-HEALTH SAFETY	3	Invoice	CPR AED 2024	02/29/2024	9.74		00/00	050-9760
AMERICAN RED CROSS-HEALTH SAFETY	4	Invoice	CPR AED 2024	02/29/2024	38.97		00/00	401-9760
AMERICAN RED CROSS-HEALTH SAFETY	5	Invoice	CPR AED 2024	02/29/2024	9.74		00/00	601-9860
AMERICAN RED CROSS-HEALTH SAFETY	6	Invoice	CPR AED 2024	02/29/2024	58.46		00/00	701-9760
AMERICAN RED CROSS-HEALTH SAFETY	7	Invoice	CPR AED 2024	02/29/2024	9.75		00/00	521-9760
AMERICAN RED CROSS-HEALTH SAFETY	8	Invoice	CPR AED 2024	02/29/2024	9.75		00/00	721-9760
AMERICAN RED CROSS-HEALTH SAFETY	9	Invoice	CPR AED 2024	02/29/2024	29.23		00/00	001-9760
AMERICAN RED CROSS-HEALTH SAFETY	10	Invoice	CPR AED 2024	02/29/2024	58.46		00/00	002-9760
AMERICAN RED CROSS-HEALTH SAFETY	11	Invoice	CPR AED 2024	02/29/2024	48.72		00/00	003-9760
AMERICAN RED CROSS-HEALTH SAFETY	1	Invoice	CPR AED 2024	03/13/2024	282.56		00/00	101-9760
AMERICAN RED CROSS-HEALTH SAFETY	2	Invoice	CPR AED 2024	03/13/2024	28.26		00/00	201-9760
AMERICAN RED CROSS-HEALTH SAFETY	3	Invoice	CPR AED 2024	03/13/2024	28.26		00/00	050-9760
AMERICAN RED CROSS-HEALTH SAFETY	4	Invoice	CPR AED 2024	03/13/2024	113.03		00/00	401-9760
AMERICAN RED CROSS-HEALTH SAFETY	5	Invoice	CPR AED 2024	03/13/2024	28.26		00/00	601-9760
AMERICAN RED CROSS-HEALTH SAFETY	6	Invoice	CPR AED 2024	03/13/2024	169.54		00/00	701-9760
AMERICAN RED CROSS-HEALTH SAFETY	7	Invoice	CPR AED 2024	03/13/2024	28.25		00/00	521-9760
AMERICAN RED CROSS-HEALTH SAFETY	8	Invoice	CPR AED 2024	03/13/2024	28.25		00/00	721-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AMERICAN RED CROSS-HEALTH SAFETY	9	Invoice	CPR AED 2024	03/13/2024	84.77		00/00	001-9760
AMERICAN RED CROSS-HEALTH SAFETY	10	Invoice	CPR AED 2024	03/13/2024	169.54		00/00	002-9760
AMERICAN RED CROSS-HEALTH SAFETY	11	Invoice	CPR AED 2024	03/13/2024	141.28		00/00	003-9760
Total AMERICAN RED CROSS-HEALTH SAFETY (160):					1,482.00			
BADGER BODY & TRUCK EQUIPMENT (5628)								
BADGER BODY & TRUCK EQUIPMENT	1	Invoice	AMBER/BLUE MINI LIGHT	03/11/2024	280.30	1563	00/00	401-5968
BADGER BODY & TRUCK EQUIPMENT	2	Invoice	LIGHT BAR CAB MOUNT	03/11/2024	362.26	1563	00/00	401-5968
BADGER BODY & TRUCK EQUIPMENT	3	Invoice	TOOLBOX	03/11/2024	738.00	1563	00/00	401-5968
Total BADGER BODY & TRUCK EQUIPMENT (5628):					1,380.56			
BAEZA, ENRIQUE (6450)								
BAEZA, ENRIQUE	1	Invoice	REFUND 2024 YOUTH &	03/25/2024	60.00		00/00	721-5901
Total BAEZA, ENRIQUE (6450):					60.00			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/12/2024	421.44		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/15/2024	383.00		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	03/18/2024	53.37		00/00	701-5691
Total BAKER & TAYLOR (370):					857.81			
BATES, ALYCIA (5999)								
BATES, ALYCIA	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total BATES, ALYCIA (5999):					25.00			
BAUER INSURANCE INC (410)								
BAUER INSURANCE INC	1	Invoice	AIRPORT INSURANCE	03/29/2024	2,257.00		00/00	050-9720
Total BAUER INSURANCE INC (410):					2,257.00			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	03/08/2024	506.00		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	03/15/2024	465.96		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	03/15/2024	456.28		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	03/13/2024	1,186.20		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	03/19/2024	514.80		00/00	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	03/19/2024	525.80		00/00	401-5980
Total BEATRICE CONCRETE CO (440):					3,655.04			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	03/18/2024	135.45		00/00	001-7040
Total BLACK HILLS ENERGY (495):					135.45			
BNSF RAILWAY COMPANY (530)								
BNSF RAILWAY COMPANY	1	Invoice	TRACKING #12-46351/CO	03/14/2024	1,800.00		00/00	003-9690
Total BNSF RAILWAY COMPANY (530):					1,800.00			
CATHEY, DANIELLE (6210)								
CATHEY, DANIELLE	1	Invoice	MICRO SOCCER REFUN	03/25/2024	40.00		00/00	721-5901
Total CATHEY, DANIELLE (6210):					40.00			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	WD 500GB WD BLUE SAT	03/13/2024	57.14		00/00	001-9910
CDW GOVERNMENT INC	2	Invoice	WD 500GB WD BLUE SAT	03/13/2024	57.14		00/00	301-6050
CDW GOVERNMENT INC	3	Invoice	WD 500GB WD BLUE SAT	03/13/2024	342.84		00/00	201-6050
CDW GOVERNMENT INC	4	Invoice	BROTHER LBL TAPE .5IN	03/13/2024	24.17		00/00	001-7080
Total CDW GOVERNMENT INC (750):					481.29			
CENGAGE LEARNING INC/GALE (1890)								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/07/2024	27.19		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/08/2024	26.39		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	03/05/2024	17.54		00/00	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					71.12			
CITY HALL FUND (830)								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	04/01/2024	548.00		00/00	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	04/01/2024	412.00		00/00	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	04/01/2024	265.00		00/00	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	04/01/2024	187.50		00/00	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	04/01/2024	150.00		00/00	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	04/01/2024	37.50		00/00	721-9680

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CITY HALL FUND (830):					1,600.00			
CITY HEALTH FUND (835)								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	04/01/2024	220.00		00/00	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	04/01/2024	260.00		00/00	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	04/01/2024	40.00		00/00	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	04/01/2024	220.00		00/00	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	04/01/2024	80.00		00/00	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	04/01/2024	320.00		00/00	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	04/01/2024	500.00		00/00	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	04/01/2024	220.00		00/00	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	04/01/2024	140.00		00/00	003-9620
Total CITY HEALTH FUND (835):					2,000.00			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	04/01/2024	29,167.00		00/00	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	04/01/2024	10,000.00		00/00	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	04/01/2024	21,000.00		00/00	150-1015
Total CITY TAX FUND (865):					60,167.00			
CONNER PSYCHOLOGICAL SERVICES (945)								
CONNER PSYCHOLOGICAL SERVICES	1	Invoice	PRE-EMPLOYMENT SCR	02/08/2024	425.00		00/00	201-5120
Total CONNER PSYCHOLOGICAL SERVICES (945):					425.00			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	HER C6551G TRU-READ	03/12/2024	4,943.45	1525	00/00	002-8090
CORE & MAIN LP	1	Invoice	HER C6551G TRU-READ	03/12/2024	239.83	1543	00/00	002-8090
CORE & MAIN LP	1	Invoice	H10323 PENTAGON KEY	03/14/2024	47.84		00/00	002-8031
Total CORE & MAIN LP (1005):					5,231.12			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	04/01/2024	35.00		00/00	302-8500
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	03/12/2024	504.39		00/00	302-5343
CRETE AREA MEDICAL CENTER	1	Invoice	ALS SERVICE FEE	03/12/2024	600.00		00/00	302-5342
CRETE AREA MEDICAL CENTER	2	Invoice	ALS PARAMEDIC FEE	03/12/2024	466.90		00/00	302-5343

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CRETE AREA MEDICAL CENTER (1070):					1,606.29			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	LAB SUPPLIES	03/19/2024	40.10		00/00	003-7282
CRETE FOODMART (GEN)	1	Invoice	REFUND OF TICKET 8801	03/19/2024	16.39-		00/00	003-7282
Total CRETE FOODMART (GEN) (1095):					23.71			
CRIST TOWING SERVICE (5635)								
CRIST TOWING SERVICE	1	Invoice	2024-1404 TOWING	03/17/2024	234.00		00/00	201-5812
CRIST TOWING SERVICE	1	Invoice	2024-1503 TOWING	03/24/2024	157.00		00/00	201-5812
Total CRIST TOWING SERVICE (5635):					391.00			
CROWNE PLAZA KEARNEY (6148)								
CROWNE PLAZA KEARNEY	1	Invoice	MEETING/TRAINING	03/13/2024	438.00		00/00	002-9760
CROWNE PLAZA KEARNEY	1	Invoice	MEETING/TRAINING	03/13/2024	438.00		00/00	002-9760
Total CROWNE PLAZA KEARNEY (6148):					876.00			
DAVIS, ANTHONY (6213)								
DAVIS, ANTHONY	1	Invoice	2024 YOUTH SOCCER RE	03/25/2024	45.00		00/00	721-5901
Total DAVIS, ANTHONY (6213):					45.00			
DUTTON LAINSON COMPANY (1450)								
DUTTON LAINSON COMPANY	1	Invoice	6 TERMINAL METER CLA	03/15/2024	529.91	1567	00/00	001-8090
DUTTON LAINSON COMPANY	1	Invoice	ARRESTORS, 10KV, ELB	03/25/2024	1,613.92	1573	00/00	001-1500
DUTTON LAINSON COMPANY	2	Invoice	JUNCTION, LOADBREAK	03/25/2024	5,242.82	1573	00/00	001-1500
Total DUTTON LAINSON COMPANY (1450):					7,386.65			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/22/2024	25.08		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	03/22/2024	25.07		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	03/22/2024	21.81		00/00	401-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	03/22/2024	21.81		00/00	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/22/2024	6.08		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	03/22/2024	6.08		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	03/22/2024	5.29		00/00	401-9900

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	03/22/2024	5.29		00/00	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/29/2024	25.88		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	03/29/2024	25.87		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	03/29/2024	22.50		00/00	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	03/29/2024	22.50		00/00	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/29/2024	67.48		00/00	701-9900
Total EAKES OFFICE SOLUTIONS (1475):					280.74			
EMERGENCY MEDICAL PRODUCTS (1570)								
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	02/05/2024	23.58		00/00	302-5341
Total EMERGENCY MEDICAL PRODUCTS (1570):					23.58			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	03/13/2024	50.00		00/00	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					50.00			
FLORES, RONALD (6451)								
FLORES, RONALD	1	Invoice	YOUTH SOCCER REFUN	03/25/2024	45.00		00/00	721-5901
Total FLORES, RONALD (6451):					45.00			
GARCIA, MAYRA (6452)								
GARCIA, MAYRA	1	Invoice	YOUTH SOCCER REFUN	03/25/2024	45.00		00/00	721-5901
Total GARCIA, MAYRA (6452):					45.00			
GPM ENVIRONMENTAL SOLUTIONS LLC (1995)								
GPM ENVIRONMENTAL SOLUTIONS LLC	1	Invoice	MODEL 934 NICKEL-CAD	03/22/2024	851.00	1564	00/00	003-7282
Total GPM ENVIRONMENTAL SOLUTIONS LLC (1995):					851.00			
GWORKS (2055)								
GWORKS	1	Invoice	SIMPLESIGNS MAINT 3-1-	02/01/2024	105.00		00/00	001-9920
GWORKS	2	Invoice	SIMPLESIGNS MAINT 3-1-	02/01/2024	105.00		00/00	002-9920
GWORKS	3	Invoice	SIMPLESIGNS MAINT 3-1-	02/01/2024	105.00		00/00	003-9920
GWORKS	4	Invoice	SIMPLESIGNS MAINT 3-1-	02/01/2024	105.00		00/00	101-9920
GWORKS	5	Invoice	SIMPLESIGNS MAINT 3-1-	02/01/2024	105.00		00/00	401-9920
GWORKS	1	Invoice	STANDARD CITY GIS DAT	02/01/2024	2,646.00		00/00	001-9920

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
GWORKS	2	Invoice	STANDARD CITY GIS DAT	02/01/2024	2,646.00		00/00	002-9920
GWORKS	3	Invoice	STANDARD CITY GIS DAT	02/01/2024	2,646.00		00/00	003-9920
GWORKS	4	Invoice	STANDARD CITY GIS DAT	02/01/2024	2,646.00		00/00	101-9920
GWORKS	5	Invoice	STANDARD CITY GIS DAT	02/01/2024	2,646.00		00/00	401-9920
Total GWORKS (2055):					13,755.00			
HAVLAT REPAIR (6178)								
HAVLAT REPAIR	1	Invoice	VEHICLE REPAIRS	03/21/2024	155.00		00/00	301-5791
Total HAVLAT REPAIR (6178):					155.00			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	03/26/2024	176.44		00/00	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	03/26/2024	36.47		00/00	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	03/26/2024	22.07		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):					234.98			
HEIMAN INC (5629)								
HEIMAN INC	1	Invoice	BOOTS	03/18/2024	354.71		00/00	303-5261
Total HEIMAN INC (5629):					354.71			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R210597.00 CRETE WELL	03/19/2024	4,239.50		00/00	002-2000
Total JEO CONSULTING GROUP INC. (2425):					4,239.50			
KOTAS, ERIC (5670)								
KOTAS, ERIC	1	Invoice	YOUTH SOCCER REFUN	03/25/2024	45.00		00/00	721-5901
Total KOTAS, ERIC (5670):					45.00			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	TREATMENT SUPPLIES	03/19/2024	138.25		00/00	002-7041
LINCOLN WINWATER WORKS	1	Invoice	1" METER COUPLING 2.6	03/20/2024	903.00	1552	00/00	002-8090
LINCOLN WINWATER WORKS	1	Invoice	4.74-5.14 O.D. X 7-1/2" L	03/19/2024	257.40	1571	00/00	002-8021
LINCOLN WINWATER WORKS	2	Invoice	4X12 FULL CIRCLE REPAI	03/19/2024	160.88	1571	00/00	002-8021

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total LINCOLN WINWATER WORKS (2810):					1,459.53			
MACH, COLTEN (6217)								
MACH, COLTEN	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total MACH, COLTEN (6217):					25.00			
MASON, EZEKIEL (6458)								
MASON, EZEKIEL	1	Invoice	SAFETY MEETING	03/28/2024	36.18		00/00	001-9760
Total MASON, EZEKIEL (6458):					36.18			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	03/20/2024	100.67		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	03/27/2024	84.42		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					185.09			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	10W30 OIL	03/19/2024	90.17		00/00	001-8460
NAPA AUTO PARTS	1	Invoice	OIL / FILTERS	03/25/2024	292.08		00/00	001-8460
NAPA AUTO PARTS	1	Invoice	EQUIP REPAIR	03/18/2024	12.98		00/00	050-5791
NAPA AUTO PARTS	1	Invoice	EQUIP REPAIR	03/28/2024	96.95		00/00	050-5791
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIRS	02/07/2024	1,043.94		00/00	301-5791
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIRS	02/25/2024	84.99		00/00	301-5791
Total NAPA AUTO PARTS (3345):					1,621.11			
NE RURAL WATER ASSOCIATION (3490)								
NE RURAL WATER ASSOCIATION	1	Invoice	2024 ANNUAL CONFERE	03/27/2024	890.00		00/00	002-9760
Total NE RURAL WATER ASSOCIATION (3490):					890.00			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR - '03 INT'L D	03/14/2024	87.50		00/00	401-5810
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR	03/19/2024	27.99		00/00	521-5810
Total NEBRASKALAND TIRE INC (5636):					115.49			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
NEWMYER, MARK (6218)								
NEWMYER, MARK	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total NEWMYER, MARK (6218):					25.00			
OLSSON (3775)								
OLSSON	1	Invoice	#015-08260 CRETE CORE	03/19/2024	2,195.88		00/00	003-9840
Total OLSSON (3775):					2,195.88			
ONE SOURCE THE BACKGROUND CHECK (3815)								
ONE SOURCE THE BACKGROUND CHECK	1	Invoice	BACKGROUND CHECK	03/01/2024	39.00		00/00	001-9623
ONE SOURCE THE BACKGROUND CHECK	2	Invoice	BACKGROUND CHECK	03/01/2024	57.00		00/00	721-5163
ONE SOURCE THE BACKGROUND CHECK	3	Invoice	BACKGROUND CHECK	03/01/2024	19.00		00/00	002-9623
Total ONE SOURCE THE BACKGROUND CHECK (3815):					115.00			
OUTDOOR SOLUTIONS (3870)								
OUTDOOR SOLUTIONS	1	Invoice	MULCH - LIBRARY	03/25/2024	120.00		00/00	701-5330
Total OUTDOOR SOLUTIONS (3870):					120.00			
PHIPPS, MARY (6453)								
PHIPPS, MARY	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total PHIPPS, MARY (6453):					25.00			
PICKERING, RACHEL (6454)								
PICKERING, RACHEL	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total PICKERING, RACHEL (6454):					25.00			
PIERCE, JEREMY (5784)								
PIERCE, JEREMY	1	Invoice	YOUTH SOCCER REFUN	03/25/2024	35.00		00/00	721-5901
Total PIERCE, JEREMY (5784):					35.00			
PITNEY BOWES (3995)								
PITNEY BOWES	1	Invoice	POSTAGE METER REFILL	03/11/2024	300.00		00/00	201-9650

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total PITNEY BOWES (3995):					300.00			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	03/13/2024	76.89		00/00	201-5329
Total PRESTO-X (4050):					76.89			
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	03/10/2024	200.00		00/00	701-9650
Total QUADIENT FINANCE USA INC (5591):					200.00			
RESCO (4280)								
RESCO	1	Invoice	CONN COVER C7 "D" DIE	03/25/2024	172.00	1574	00/00	001-8020
RESCO	1	Invoice	CONN H-TAP #2-6ACSR	03/25/2024	87.08	1574	00/00	001-1500
RESCO	2	Invoice	CONN H-TAP 2-1/0ACSR	03/25/2024	91.38	1574	00/00	001-1500
RESCO	3	Invoice	CONN H-TAP 1/0-2/0 ACS	03/25/2024	115.03	1574	00/00	001-1500
Total RESCO (4280):					465.49			
RISCHE, MARY (5693)								
RISCHE, MARY	1	Invoice	2024 MICRO SOCCER	03/25/2024	25.00		00/00	721-5901
Total RISCHE, MARY (5693):					25.00			
ROGERS, ABIGAIL (6455)								
ROGERS, ABIGAIL	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total ROGERS, ABIGAIL (6455):					25.00			
SACK LUMBER CO (4385)								
SACK LUMBER CO	1	Invoice	2X6-16 2 & BTR LUMBER	03/12/2024	28.98		00/00	401-5980
Total SACK LUMBER CO (4385):					28.98			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	#720850 AIRPORT PROP	03/06/2024	437.57		00/00	050-4215
SAPP BROS PETROLEUM	2	Invoice	#720850 AIRPORT PROP	03/06/2024	24.07		00/00	050-4904
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	02/29/2024	310.19		00/00	302-5800
SAPP BROS PETROLEUM	2	Invoice	FUEL - ACCT #742498	02/29/2024	176.15		00/00	301-5800

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total SAPP BROS PETROLEUM (4505):					947.98			
SAWTELLE, BRAD (6456)								
SAWTELLE, BRAD	1	Invoice	YOUTH SOCCER REFUN	03/25/2024	35.00		00/00	721-5901
Total SAWTELLE, BRAD (6456):					35.00			
SCOTT, LANDON (6457)								
SCOTT, LANDON	1	Invoice	MICRO SOCCER REFUN	03/25/2024	25.00		00/00	721-5901
Total SCOTT, LANDON (6457):					25.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE	03/20/2024	11.82		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	FIRE	03/06/2024	11.82		00/00	301-5390
Total SEWARD COUNTY INDEPENDENT (4590):					23.64			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL & FILTER 2020 F250	03/20/2024	61.86		00/00	001-8460
SID DILLON FORD	1	Invoice	OIL CHANGE/INTERIOR T	03/26/2024	165.09		00/00	201-5791
SID DILLON FORD	1	Invoice	OIL CHANGE/HEADLIGHT	03/28/2024	219.97		00/00	201-5791
Total SID DILLON FORD (4635):					446.92			
STEVENSON, JOY (4825)								
STEVENSON, JOY	1	Invoice	MILEAGE REIMBURSEME	03/15/2024	83.75		00/00	701-9760
Total STEVENSON, JOY (4825):					83.75			
SUNBELT SOLOMON SERVICES (5582)								
SUNBELT SOLOMON SERVICES	1	Invoice	TRANSFORMER REPAIR	03/22/2024	793.35	1539	00/00	001-8063
SUNBELT SOLOMON SERVICES	2	Invoice	TRANSFORMER REPAIR	03/22/2024	989.00	1539	00/00	001-8063
Total SUNBELT SOLOMON SERVICES (5582):					1,782.35			
THE RADAR SHOP (5805)								
THE RADAR SHOP	1	Invoice	HANDHELD RADAR UNIT	03/13/2024	187.50		00/00	201-5791

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total THE RADAR SHOP (5805):					187.50			
UPS (5240)								
UPS	1	Invoice	POSTAGE	03/16/2024	11.41		00/00	003-9650
Total UPS (5240):					11.41			
VERIZON WIRELESS (5295)								
VERIZON WIRELESS	1	Invoice	CELL PHONE	03/01/2024	47.65		00/00	101-5452
VERIZON WIRELESS	2	Invoice	CELL PHONE	03/01/2024	42.88		00/00	101-6201
VERIZON WIRELESS	3	Invoice	CELL PHONE	03/01/2024	47.64		00/00	201-5220
VERIZON WIRELESS	4	Invoice	CELL PHONE	03/01/2024	142.08		00/00	001-9660
VERIZON WIRELESS	5	Invoice	CELL PHONE	03/01/2024	159.18		00/00	002-9660
VERIZON WIRELESS	6	Invoice	CELL PHONE	03/01/2024	90.53		00/00	003-9660
VERIZON WIRELESS	7	Invoice	CELL PHONE	03/01/2024	73.42		00/00	401-7530
VERIZON WIRELESS	8	Invoice	CELL PHONE	03/01/2024	124.79		00/00	301-7530
VERIZON WIRELESS	9	Invoice	CELL PHONE	03/01/2024	121.08		00/00	721-8500
VERIZON WIRELESS	10	Invoice	TABLET	03/01/2024	20.73		00/00	001-9920
VERIZON WIRELESS	11	Invoice	TABLET	03/01/2024	20.72		00/00	002-9920
VERIZON WIRELESS	12	Invoice	TABLET	03/01/2024	20.72		00/00	003-9920
VERIZON WIRELESS	13	Invoice	TABLET	03/01/2024	20.72		00/00	401-9920
VERIZON WIRELESS	14	Invoice	CELL PHONE	03/01/2024	171.52		00/00	101-7530
VERIZON WIRELESS	15	Invoice	CELL PHONE	03/01/2024	77.34		00/00	302-7530
VERIZON WIRELESS	16	Invoice	CELL PHONE	03/01/2024	42.88		00/00	050-5220
Total VERIZON WIRELESS (5295):					1,223.88			
WHITAKER, JANA E (6273)								
WHITAKER, JANA E	1	Invoice	MICRO SOCCER REFUN	03/25/2024	40.00		00/00	721-5901
Total WHITAKER, JANA E (6273):					40.00			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	091958220 - LIBRARY	03/21/2024	280.66		00/00	701-7530
Total WINDSTREAM (5465):					280.66			
Grand Totals:					125,913.74			

<u>GL Period</u>	<u>Amount</u>
00/00	125,913.74
Grand Totals:	<u>125,913.74</u>

Vendor number hash: 411838
Vendor number hash - split: 585491
Total number of invoices: 117
Total number of transactions: 198

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	125,913.74	.00	125,913.74
Grand Totals:	<u>125,913.74</u>	<u>.00</u>	<u>125,913.74</u>

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



CITY COUNCIL REGULAR MEETING

March 19th, 2024 at 6:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

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

Present: 6.

3. Consent Agenda

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

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

Aye: 6, No: 0

3.A. Approve Meeting Minutes

3.A.1. March 5, 2024 City Council Minutes

- 3.A.2. March 5, 2024 Finance Committee Minutes**
- 3.A.3. March 5, 2024 Legislative & Economic Development Committee Minutes**
- 3.A.4. March 5, 2024 Parks & Recreation Committee Minutes**
- 3.A.5. March 5, 2024 Personnel Committee Minutes**
- 3.A.6. March 5, 2024 Public Safety Committee Minutes**
- 3.A.7. March 5, 2024 Public Works Committee Minutes**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.D. Permit Log**
- 3.E. Approve RESCO PO Number 1561 for the amount of \$380,159.78**

4. Items of Business

4.A. Consider City property lease options

City Administrator Tom Ourada explained there were some options of crop share or straight lease. They decided to go with the cash rent lease of \$204 an acre.

Approved City property cash rent lease at \$204 an acre. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.B. Approve payment of claims to Crete Ace Hardware in the amount of \$1,507.62

Approved payment of claims to Crete Ace Hardware in the amount of \$1,507.62 Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 5, No: 0, Abstain (With Conflict): 1

4.C. Consider the East Ridge 4th Addition Administrative Subdivision

City Administrator Tom Ourada explained that there are 2 lots on East Ridge. This is one of those lots.

Approved the East Ridge 4th Addition Administrative Subdivision Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.D. Consider the East Ridge 5th Addition Administrative Subdivision

This is the other.

Approved the East Ridge 5th Addition Administrative Subdivision Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

4.E. Consider the write-off of miscellaneous accounts receivable.

City Administrator Tom Ourada stated that multiple attempts have been made to collect payment. Finance Committee and Council member Kyle Frans stated that they reviewed this, and they recommended the write-off.

Mayor Bauer added that in the past this was handled differently and, since some of the accounts have aged, there are not many options. However, now that the City has a new attorney, there is a new plan moving forward.

Approved the write-off of miscellaneous accounts receivable. Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

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

Aye: 6, No: 0

4.F. Consider fee schedule amendment

Approve fee schedule amendment Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

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

Aye: 6, No: 0

4.G. Consider the sale of City farm

City Administrator Tom Ourada explained that the Public Works Committee did consider this. It was suggested that a minimum sealed bid be set. The two considerations were the assessed value and the appraised value. They decided the minimum sealed bid of \$356,000.00 2022 appraised value.

Approved the sale of City farm with minimum sealed bid of \$356,000.00 2022 appraised value. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 6, No: 0

4.G.1. Establish a minimum bid for the sale of City farm

4.H. Consider altering street right-of-way on Block 27

City Administrator Tom Ourada stated that there is no action required for this item.

4.I. Consider having City Engineer prepare City Park bathroom specs

City Administrator Tom Ourada explained that they sought out local bids but were not able to secure any bids.

Approve having City Engineer prepare City Park bathroom specs Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 6, No: 0

4.J. Consider request for a beer garden at City Park for Cinco de Mayo

City Administrator Tom Ourada stated that Xochitl Boughtin with the Corner Liquor Store asked to have a beer garden on City Park property for Cinco de Mayo. It was discussed at the Park and Recreation Committee and the discussion will now be continued at City Council. Parks and Recreation Committee and City Council member Ashley Newmyer stated that they discussed this item and approved the request to have a beer garden on the street but on City Park Property.

Mayor Bauer added that they are in the process of doing renovations to City Park and adding some handicapped equipment. Bauer stated that he always thought of City Park as being a park for the kids, and it's centrally located, making it easy for them to bike there. Bauer stated that he worries that if they allow alcohol in City Park, that would set a precedent and other organizations could request a permit and that can't be denied since it was allowed before. Bauer mentioned he would like to keep City Park a place without alcohol, and it is allowed at Tuxedo Park.

Approve request for a beer garden for the Cinco de Mayo celebration on the street and not on City Park Property. Carried with a motion by Ashley Newmyer and a second by Kyle Frans.

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

4.K. Consider authorizing to apply for the LARM Safety Grant

City Administrator Tom Ourada explained that this grant would be for first aid kits.

Approve authorizing to apply for the LARM Safety Grant Carried with a motion by Dan Papik and a second by Tom Crisman.

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

4.L. Consider authorizing to apply for the Walmart Spark Good Local Grant

City Administrator Tom Ourada explained that this matching grant would be for an AED.

Approved authorizing to apply for the Walmart Spark Good Local Grant Carried with a motion by Dan Papik and a second by Tom Crisman.

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

4.M. Consider police sergeant timeline

City Administrator Tom Ourada explained that the last time this position had opened up there were no viable applicants. They have now identified some funding sources and the FOP has mentioned two key concessions that would help to make this possible. Mayor Bauer stated that our Police Department is very busy, this is a position we need, and this would be good for the

City of Crete.

Approved the police sergeant timeline Carried with a motion by Dan Papik and a second by Tom Crisman.

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

Aye: 6, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

- Police Captain Pucket stated he appreciates the council action on the sergeant timeline.
- Parks and Recreation Director Liz Cody stated the following:
 - Water Safety instructor curriculum is complete.
 - Accepting applications for seasonal aquatics staff and parks staff until April 15th 2024.
 - Didn't receive a shade grant for the pool. The odds were 1 in 15 there was a 93% rejection rate.
 - Youth Soccer began last Sunday with 190 registrations and 18 teams. Micro Soccer will begin April 3rd with almost 125 participants.
 - Any interest in volunteer coaches should reach out to Dan Dunaway at dan.dunaway@crete.ne.gov.
 - Swim Team registration opens April 1st and practices begin end of May and Crete is scheduled to host the league meet on June 15th 2024.
 - Campgrounds open to the public on April 1st 2024.
 - Thanked Friends of the Library and Justin Evertson, Rick Brown for their participation in A Tree Grows in Crete.
 - Continuing to work on Crete's Community Forestry Toolkit.
- Human Resource Coordinator Savannah Anderson introduced Brenden Hooper as a water operator for the City.
- City Administrator Tom Ourada stated the following:
 - Letters have been sent to property owners in the 9th and Quince area. Both property owners stopped in and voiced a desire to purchase their half of the street at a \$1 a square foot.
 - The inaugural Railroad Transportation Safety District Board met last week. Stephanie Krivohlavek was voted President of the Board, Dale Strehle was voted Vice President of the Board, Kyle Frans was voted Secretary of the Board and Ourada mentioned he was appointed Executive Director. Anna Burge was appointed Attorney, Debbie Spanyers was appointed Treasurer, and Diann Nettifee was appointed Clerk. This is the fourth RTSD in the state.
 - Council members Dale Strehle and Anthony Fitzgerald mentioned that there are many benefits to having a RTSD.

- Ourada mentioned they are working on a utility plan for the northeast Crete area that was annexed last year. There is a lot going on there and they have had meetings with developers. Some want to be up and running by the end of the year.
- Paving projects for next year. The Public Works Committee and City Council will make some decisions coming up soon. There are several gap paving projects that do make sense to get into the design for construction for next year. There is very little City cost for those. There is an alley that is no cost to the City that was petitioned in. There are a couple northside paving projects that were asked for.
- One of the big paving projects is 15th street. We need to make a hard decision on how we are going to do that. Ourada mentioned 2/3 1/3 isn't a bad idea for a possible enticement. The City Council does have the authority to create a paving district 51% would have to protest it out. Ourada mentioned he would get proposed cost per square foot.
- The other 1- and 6-year projects are not viable without federal grant funding. We are going to be reaching out to Senator Deb Fischer for funding for the pedestrian walkway and Representative Adrian Smith for the Iris Projects.
- Ourada and Mayor Bauer met with Jason Maly about a decorative wall that will separate the park from the highway.
- The City Park fountain will start up soon it will be a joint effort between Park and Rec and Public Works departments.
- Ourada will be at NMPP Energy meetings for the next couple days in Lincoln. Ourada will start his term as Chairperson of the Board on April 1st 2024.

- Mayor Dave Bauer welcomed the scout group and invited them to stay after to visit with him.

7. Adjournment

6:36 p.m.

Mayor

(SEAL)

City Clerk

I, Nancy Tellez, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were

contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)



CITY COUNCIL FINANCE COMMITTEE MEETING

March 19th, 2024 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present

Ashley Newmyer: Present

Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Consider the write-off of miscellaneous accounts receivable.

City Administrator Tom Ourada explained that some of the people moved away or there have been multiple contacts but no one has responded. City Attorney Anna Burge stated that anything 5 years or older you can't file in court to claim. Ourada stated that some of these are older. Some date back to 2014 and there are multiple from 2020 that were from the transfer station during COVID-19.

Recommend to the City Council to consider the write-off of miscellaneous accounts receivable. Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.B. Consider fee schedule amendment

City Administrator Tom Ourada explained that after the last fee schedule amendment, the Airport Authority met and had changed some fees. City Attorney Anna Burge added that there are some City property rental fees that are already online.

Recommend to the City Council to consider the fee schedule amendment Carried with a motion by Dale Strehle and a second by Ashley Newmyer.

Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PARKS & RECREATION COMMITTEE MEETING

March 19th, 2024 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Kyle Frans: Present
Ashley Newmyer: Present
Dan Papik: Present

Present: 3.

3. Items of Business

3.A. Consider request for a beer garden at City Park for Cinco de Mayo

City Administrator Tom Ourada stated that Xochitl Boughtin with the Corner Liquor Store asked for this to be on the agenda and did everything that meets what the Liquor Control Commission looks for. She is doing this at the same time with or without the Chamber of Commerce support for the Cinco de Mayo celebration. In the past couple years, the Chamber has asked to use the park to sponsor the event. These are a complex set of issues. She asked to do a beer garden at the event last year and they did not want to do that with her. The Chamber will be meeting tomorrow at noon to discuss what they are going to do for the Cinco de Mayo event. Ourada stated that it is up to the City Council to decide on Policy and Procedure and what they want to happen in the City Park.

Mayor Dave Bauer stated that if they were to allow this then they would have to allow it for other events such as family reunions. City Park is a place where many children ride their bikes and walk to. There are other places where this can take place such as Tuxedo Park which is to have picnics out there. There have been requests for beer gardens at Tuxedo Park. This discussion will be continued during the regular City Council meeting.

Continue the discussion during the City Council meeting to consider the request for a beer garden at City Park for Cinco de Mayo. Carried with a motion by Kyle Frans and a second by Ashley Newmyer.

Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

March 19th, 2024 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Tom Crisman: Present
Anthony Fitzgerald: Present
Dan Papik: Present
Present: 3.

3. Items of Business

3.A. Consider authorizing to apply for the LARM Safety Grant

City Administrator Tom Ourada explained that this is for a no-match grant up to \$500 that would be used for First-Aid kits.

Recommend to the City Council to consider authorizing to apply for the LARM Safety Grant Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

3.B. Consider authorizing to apply for the Walmart Spark Good Local Grant

City Administrator Tom Ourada explained that this grant would be to apply for an AED and it is for up to \$5,000.

Recommend to the City Council to consider authorizing to apply for the Walmart Spark Good Local Grant Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye

Aye: 3, No: 0

3.C. Consider police sergeant timeline

City Administrator Tom Ourada explained that he spoke to Mayor Bauer, and he wanted it to be put on the Public Safety Committee and City Council. There are a couple of people who would like to apply and at the moment they don't know if there are internal candidates that would apply. The FOP has expressed willingness to make two major concessions that are reasonable. They have talked to Chief Young, and they will take reserve ARPA funds to make up the difference. The police union agreed on making up the difference and discussed their willingness to meet on a mutual goal. Mayor Bauer stated that he is comfortable with the police sergeant timeline. The second part of the FOP would be to negotiate holiday pay and cut down on overtime pay to help offset this year and next year they will adjust the budget.

Recommend to the City Council to consider police sergeant timeline Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

March 19, 2024 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

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

Present: 3.

3. Items of Business

3.A. Consider the City Property lease options.

City Administrator, Tom Ourada, explained how a lease option is what is usually done rather than crop share. After further discussion, it was agreed that a lease would be a better option.

Recommendation was made to the City Council to accept lease option number 1 as a cash rent for the new ground. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

3.B. Consider the sale of City farm

City Administrator, Tom Ourada, discussed the different ways to approach this. There is an appraisal from 2022. Tom explained how two amounts could be considered; the appraised value and the assessed value. After further discussion, the City Council agreed on the appraised value.

Recommendation was made to the City Council on a minimum bid for the farm on the appraised value of \$356,000 and split of the closing cost. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

3.B.1. Establish a minimum bid for the sale of City farm

City Administrator, Tom Ourada, discussed the different ways to approach this. There is an appraisal from 2022. Tom explained how two amounts could be considered; the appraised value and the assessed value. After further discussion, the City Council agreed on the appraised value.

City Council agreed on a minimum bid of the appraised value of \$350,000 and to split closing cost. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

3.C. Consider altering street right-of-way on Block 27

City Administrator, Tom Ourada, explained how block 27 is on the North side of Crete. We don't have an idea of what it will be yet. An attorney from an estate asked if the City would shift the right-way over or do property work. Tom stated it looks like it is something that the City would be able to accommodate.

3.D. Consider having City Engineer prepare City Park bathroom specs

City Administrator, Tom Ourada, explained how the City is behind on this and would have the engineer do it and go out for bids. As it is a public facility, plans and specs are needed.

Recommendation was made to the City Council on having City Engineer prepare City Park bathroom specs. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

3.E. Consider the East Ridge 4th Addition Administrative Subdivision

City Administrator, Tom Ourada, discussed how these are actual administrative subdivisions are going to be approved before the fact. After looking over subdivisions, the City Council approved.

Recommendation was made to the City Council to approve the East Ridge 4th Addition Administrative Subdivision. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

3.F. Consider the East Ridge 5th Addition Administrative Subdivision

City Administrator, Tom Ourada, discussed how these are actual administrative subdivisions are going to be approved before the fact. After looking over subdivisions, the City Council approved.

Recommendation was made to the City Council to approve 5th Addition Administrative Subdivision. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



Engineering | Architecture | Surveying | Planning

Invoice

March 19, 2024
Project No: R210597.00
Invoice No: 149048
Invoice Amount: 4,239.50

Tom Ourada
City of Crete
243 East 13th Street
PO Box 86
Crete, NE 68333-0086

Project Manager Dane Simonsen
Project R210597.00 Crete Well and Transmission Main
Professional Services through March 8, 2024

Table with 6 columns: Phase, Contract Amount, Percent Complete, Billed-to-Date, Previous Billing, Current Billing. Rows include Lump Sum Phase(s) and Hourly Phase(s) with a Total row.

Email invoice to: lori.kubicek@crete.ne.gov and tom.ourada@crete.ne.gov



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

CINCO DE MAYO CELEBRATION
NAME OF EVENT

Date of Event 5-5-24

Start Time of Event 12:00 pm SETUP @ 8:00 AM

Finish Time of Event 6:00 PM TEARDOWN TILL 7:00 PM

Location of Event CITY PARK

PLUS STREETS SURROUNDING AREA

DO NOT WRITE IN THIS SPACE

Application # SE24-01

Public Works Review

Emergency Services Review

Council Meeting Date
April 2nd 2024

Approved _____

Denied _____

Insurance Certificate Required

Ins. Cert. Received

Conditions listed on back

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

Streets or Alleys requesting to be closed _____

LINDEN AVENUE BETWEEN 11th & 13th

STREETS, 12th STREET BETWEEN

Block Alley & Jumper Avenue

KINGWOOD AVENUE BETWEEN 11th & 12th

Special Equipment STREET BARRICADES FOR EVENT

ALLOWED TO PLACE WASTE CONNECTIONS TRASH CONTAINER @ CORNER OF 12th / Linden City Park

8-TRASH CANS FROM PARK & REC ELECTRICITY AT BANDSTAND

AND ALONG LINDEN AT LIGHT POLES FOR INFLATABLES

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHINAL EXECUTIVE DIRECTOR / CHAMBER

Address 1302 LINDEN AVE P.O. BOX 465 CRETE, NE 68333

Phone 402-826-2136

Jack Cochinal
Signature of Responsible Party

Parks & Rec FAC

LOT

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:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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


PRODUCER Bauer Insurance Inc. 1241 Main P.O. Box 159 Crete, NE 68333 David A Bauer	402-826-5141	CONTACT NAME: David A Bauer PHONE (A/C, No, Ext): 402-826-5141 FAX (A/C, No): 402-826-4322 E-MAIL ADDRESS: daveb@bauerinsuranceinc.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Crete Chamber of Commerce PO Box 465 Crete, NE 68333	INSURER A: Auto Owners Insurance	NAIC # 18988
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		39997389	12/04/2023	12/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	39108118	12/04/2023	12/04/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Crete is listed as an additional insured as required by contract.

CERTIFICATE HOLDER City of Crete 223 E 13th Street Crete, NE 68333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE
AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")**

among

County of Seward
261 S 8th Street
Seward, NE 68434

and

Crete Police Department
1945 Forest Ave.
Crete, NE 68333

and

TriTech Software Systems, a CentralSquare Technologies, LLC company
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **County of Seward ("Customer")** and **TriTech Software Systems, a CentralSquare Technologies, LLC company, as successor in interest to Zuercher Technologies ("TriTech")**, have entered into a certain Software License and Service Agreement dated March 19th, 2019 ("**Customer Agreement**");

and

Whereas, the **Crete Police Department ("Accessing Agency")** has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1. Customer and TriTech grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein.
2. TriTech and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at TriTech's or Customer's discretion.
3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, TriTech shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at TriTech's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to TriTech.

4. Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of TriTech and will remain the sole property of TriTech. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the TriTech proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, TriTech has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. TriTech is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and TriTech of a definitive written software license agreement between TriTech and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. TriTech will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN TRITECH AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. TRITECH MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. TRITECH WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8. Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9. Accessing Agency shall indemnify, defend and hold harmless TriTech, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either TriTech resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

10. This Access Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

11. Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with TriTech for support services.

12. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, TriTech, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

County of Seward, NE

TriTech Software Systems

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

Crete Police Department, NE

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____



SALES ORDER

PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Crete Police Department, NE (“Customer”) and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. (“CentralSquare”) and shall be effective as of the date of the last signature herein.

Quote Number: Q-153849 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Subscription

100 % due on the Delivery Date*

Services

100 % due Upon Completion

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare’s network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare’s shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

CentralSquare Technologies, LLC	Crete Police Department
1000 Business Center Drive Lake Mary, FL 32746	1945 Forest Ave Crete, NE 68333
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A

Quote

Quote #: Q-153849
Primary Quoted Solution: PSJ Pro
Quote expires on: May 14, 2024

Quote prepared for:
Chad Menagh
Crete Police Department
1945 Forest Ave
Crete, NE 68333

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centalsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	185.40	185.40
2.	CAD PS Pro Motorola MACH FSA Interface (Export) Annual Subscription Fee	1	7,953.53	7,953.53
3.	Mobile PS Pro CAD Annual Subscription Fee	13	159.04	2,067.52
4.	Mobile PS Pro NCIC Annual Subscription Fee	13	0.00	0.00
5.	Mobile PS Pro Records Annual Subscription Fee	13	335.74	4,364.62
6.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	758.04	758.04
7.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00
8.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	530.10	530.10
9.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,590.30	1,590.30
10	PS Pro Additional Agency CLEIN/NCIC Interface Annual Subscription Fee	1	279.31	279.31
			Software Total	17,728.82 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	11,700.00
2. Public Safety Data Conversion Services - Fixed Fee	21,450.00
3. Public Safety Project Management Services - Fixed Fee	8,775.00
4. Public Safety Technical Services - Fixed Fee	3,120.00
5. Public Safety Training Services - Fixed Fee	7,215.00
Services Total	52,260.00 USD

QUOTE SUMMARY

Software Subtotal	\$17,728.82 USD
Services Subtotal	52,260.00 USD
Quote Subtotal	69,988.82 USD

Discount - \$0.00 USD

Quote Total **69,988.82 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	\$17,728.82

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Attachment A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Exhibit B

Report Criteria:

Vendor.Vendor number = 1060

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRETE ACE HARDWARE (1060)								
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	01/31/2024	11.86		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/05/2024	18.51		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/07/2024	22.48		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/07/2024	41.92		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/07/2024	73.33		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/07/2024	2.68		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/08/2024	18.65		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/10/2024	8.08		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/15/2024	49.48		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/22/2024	19.78		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/22/2024	13.49		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/26/2024	24.27		00/00	301-5330
CRETE ACE HARDWARE	1	Invoice	BLDG & GROUND MAINT	02/27/2024	32.38		00/00	301-5330
Total CRETE ACE HARDWARE (1060):					<u>336.91</u>			
Grand Totals:					<u><u>336.91</u></u>			

Report GL Period Summary

GL Period	Amount
00/00	<u>336.91</u>
Grand Totals:	<u><u>336.91</u></u>

Vendor number hash: 13780
 Vendor number hash - split: 13780
 Total number of invoices: 13
 Total number of transactions: 13

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	336.91	.00	336.91
Grand Totals:	<u>336.91</u>	<u>.00</u>	<u>336.91</u>

Report Criteria:
Vendor.Vendor number = 1060

ORDINANCE NO. 2197

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; TO VACATE QUINCE AVENUE NORTH OF WEST 9TH STREET, ADJACENT TO LOTS 11 AND 12 OF BLOCK 21 AND LOTS 4, 5, AND 6 OF BLOCK 168 ORIGINAL CRETE TOWNSHIP, SALINE COUNTY, NEBRASKA; AND TO RESERVE THE UTILITY EASEMENT TO THE VACATED PROPERTY.

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

Section 1. That, pursuant to Neb. Rev. Stat. § 16-611, the following described street, alley, or right-of-way that was previously dedicated to the public shall be and is hereby vacated:

All of Quince Avenue that lies North of West 9th St and Adjacent to Lots 11 and 12 of Block 21 and Lots 4, 5, and 6 of Block 168, Original Crete Township, Saline County, Nebraska.

Section 2. That the City of Crete shall reserve the utility easement through vacated Quince Avenue.

Section 3. That the City of Crete shall divide and sell the vacated street to the owners of the abutting property at \$1.00 per square foot.

Section 3. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

Section 4. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 5. That this ordinance shall be published in a newspaper of general circulation or in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 2nd day of April, 2024.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2198

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO PLATS AND SUBDIVISIONS; TO AMEND SECTIONS 11-306.01, 11-306.02, AND 11-306.03 OF THE CRETE MUNICIPAL CODE TO REQUIRE ALL PLATS BE OF A SIZE SUCH THAT THE COUNTY REGISTER OF DEEDS CLERK MAY AFFIX THEIR SEAL UPON THE FRONT OF THE PLAT AND REQUIRE THE TYPED NAME OF ALL KNOWN SIGNATORIES OF THE PLAT IN THE CITY OF CRETE, NEBRASKA.

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

Section 1. That Chapter 11, Article 3, Section 11-306.01 of the Crete Municipal Code shall be amended as follows:

11-306.01 Preliminary Plat

- (1) *Pre-application Meeting.* A pre-application meeting between the developer and the City Administrator will be required prior to the submission of an application for approval of a preliminary plat. No application for preliminary plat approval will be accepted until after the pre-application meeting. The purpose of the pre-application meeting is to review regulations, policies, procedures and forms required by the City. The developer shall provide the following minimum information as part of a conceptual review sketch plan:
 - (a) The proposed layout of streets, lots, and utilities in relation to existing streets, utilities, topography, and other conditions, and
 - (b) A general location map showing the proposed subdivision and its relationship to existing abutting subdivisions, community facilities in the area (such as streets, alleys, schools, and parks), commercial areas, and other data supplementing the plans which outline or describe all of the proposed development as it relates to existing conditions.
- (2) *Plat Submission Requirements.* The subdivider shall submit physical and digital copies of the preliminary plat and any supplementary material required by the City with its written application for preliminary plat approval. Submitted plats must be of a size such that the county register of deeds clerk may affix their seal to the front of the plat without covering any information.
- (3) *Fees.* Filing and application fees shall be set forth in the City's Master Fee Schedule.
- (4) *Scale and Preliminary Plat Contents.* Preliminary plats shall be a scale of one inch to one hundred feet or one inch to two hundred feet if seventy-five (75%) percent of the lots are one acre or larger, and shall be prepared with the following information:
 - (a) Name, location, acreage, owner and designer of subdivision with legal description as shown by land records.
 - (b) Present zoning
 - (c) Date, north point and graphic scale.
 - (d) Location of property lines, roads, existing utilities with size of lines, and other underground installations and easements.
 - (e) Names of adjoining properties or subdivisions.
 - (f) Proposed utility system, including water, sewer and paving.
 - (g) Dimensions, lot lines, except that in industrial type subdivisions, lot lines may be excluded.
 - (h) Location of proposed drainage.
 - (i) Contours at intervals of two feet or five feet intervals at 1" = 200' scale.
 - (j) Proposed improvements and grading concepts.
 - (k) Location of existing buildings.

- (l) Proposed easements, dedications and reservations of land required.
- (m) Typed names of all known signatories of the plat, including, property owner, developer, surveyor, etc.
- (5) *Notification of Improvement Schedule.* Subdivider shall indicate by a letter when improvements as required will be provided; any proposed restrictive covenants for the land involved shall accompany the letter.
- (6) *Notification of County Planning Commission.* The City shall notify the County Planning Commission of any proposed subdivision plat and provide the Commission with all available materials on the proposed plat when such proposed plat lies partially or totally within the extraterritorial subdivision jurisdiction being exercised by that Municipality in such County. The Commission shall be given six weeks to officially comment on the appropriateness of the design and improvements proposed in the plat. The review period shall run concurrently with subdivision review activities of the City after the Commission receives all available material for a proposed subdivision plat.
- (7) *Notification of School Board.* At least ten days prior to the Planning Commission meeting at which the preliminary plat is to be considered for approval, the Planning Commission shall submit a copy of the proposal to the School Board of each School District which the proposed development affects, and shall notify the School Board of the meeting date. Copies of the plat may be submitted to any other agency which may be affected.
- (8) *Approval or Rejection.* After review of the preliminary plat and negotiations with the subdivider, the Planning Commission shall reject or conditionally approve the preliminary plat, within forty days after the official meeting at which the plat was considered.
- (9) *Recording of Action.* The action of the Planning Commission shall be noted on three copies of the preliminary plat, referenced and attached to any conditions determined. One copy shall be returned to the subdivider, one copy relayed to the City Council and one copy retained by the Planning Commission.
- (10) *Approval is Conditional.* Approval of a preliminary plat shall not constitute approval of the final plat; it shall be deemed an expression of approval or conditional approval of the submitted plat, as a guide for the preparation of the final plat, which will be subject to further consideration by the Planning commission and the City Council. Any conditional approval of the preliminary plat shall be effective for a period of one year unless an extension is granted by the Planning Commission.
- (11) *Installation of Improvements for Final Plat Approval.* Following approval of the preliminary plat, the subdivider shall:
 - (a) Agree to install the required improvements;
 - (b) Sign an agreement, which shall be entered into only at the option of the City, thereby guaranteeing the installation of improvements; or
 - (c) Furnish a bond or enter into an escrow or security agreement approved by the City Attorney in an amount sufficient to guarantee the installation of the required improvements.

Section 2. That Chapter 11, Article 3, Section 11-306.02 of the Crete Municipal Code shall be amended as follows:

11-306.02 Final Plat

- (1) *Final Plat Submission Requirements.* Final plats, showing entire concept, shall be submitted to the City Clerk within one year of approval of the preliminary plat, unless an extension is granted by the Planning Commission. The final plat shall conform to the preliminary plat as approved and to the requirements of all applicable ordinances and State statutes; and, if desired by the subdivider, it may constitute only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time; Provided, however, that such portion conforms to all requirements of these regulations.

- (2) *Scale and Final Plat Contents.* One original and two Mylar copies of the final plat, of a size such that the county register of deeds clerk may affix their seal to the front of the plat without covering any information, and other exhibits required for approval shall be submitted. The final plat shall be drawn in ink on mylar and shall be at a scale of one inch to one hundred feet (1" = 100') or larger. The final plat shall show the following:
- (a) Date, title, name, and location of subdivision.
 - (b) Streets and street names, lots, setback lines, lot numbers, etc., except that in industrial type subdivision lot designation may be excluded.
 - (c) Graphic scale and north arrow.
 - (d) Monuments (ferrous) one inch diameter, maximum, thirty inches length minimum.
 - (e) Dimensions, angles and bearings, and complete legal description of the property.
 - (f) Sufficient survey date to reproduce any line on the ground.
 - (g) Names of adjoining subdivisions.
 - (h) Location and dimensions of any easements.
 - (i) Purpose for which sites are dedicated or reserved, and the transfer of ownership of the same.
 - (j) Certification by surveyor as to accuracy of survey and plat.
 - (k) Certification signed and acknowledged by all parties holding title or having any title interest in the land subdivided and consenting to the preparation and recording of the plat as submitted.
 - (l) Certification recording the approval of the Planning Commission.
 - (m) Certification recording the approval of the City Council.
 - (n) Typed names of all known signatories of the plat, including, property owner, developer, surveyor, etc.
- (3) *Supplementary Data Required.* The final plat shall be accompanied by:
- (a) Detailed construction plans of all required public improvements, approved by an engineer.
 - (b) Certificate by the City Clerk certifying that the subdivider has posted a bond or certified check which is available to the City, and in sufficient amount to complete all required public improvements as approved by an engineer.
- (4) *Professional Assistance.* The City Council or the Planning Commission may request such professional assistance as it deems necessary to properly evaluate the plats submitted.
- (5) *Planning Commission Recommendation.* The Planning Commission shall reject or approve the final plat and have prepared a recommendation to the City Council recommending rejection or approval. All reasons for recommending rejection shall be clearly stated. Notification of approval or rejection by the Planning Commission or City Council shall be given to the subdivider within sixty days after submission of the final plat to the Planning Commission.

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

11-306.03 Administrative Subdivision

- (1) *Purpose.* In the event that a proposed subdivision does not involve the platting and dedication of streets, extension of utility systems, change in subdivision class and type, change in zoning district, change in surface drainage, and will not result in the creation of more than three lots of record, the subdivider may apply for administrative subdivision under the provisions of this section. The utilization of the administrative subdivision does not relieve the subdivider of its obligation to comply with sections 11-307 and 11-308. The necessity of establishing and dedicating easements for utilities shall not bar the utilization of the administrative subdivision.
- (2) *Application.* Application will be made to the City Council, and the City Council may act or may at their option refer the application to the Planning Commission. In the event it is referred to the Planning Commission, the procedures outlined under the final plat provisions shall be followed.
- (3) *Scale and Plat Contents.* The subdivider shall submit an original and eleven copies of the plat of a size such that the county register of deeds clerk may affix their seal to the front of the plat without

covering any information. The original shall be drawn in ink on tracing cloth, mylar, or similar material and shall be at a scale of 1" to 100' or larger. The plat shall contain the following:

- (a) Date, title, name, and location of the subdivision.
 - (b) Names and locations of abutting streets and lots identifying street names and lot and block numbers.
 - (c) Identification of the new lot and block numbers and set back lines.
 - (d) Graphic scale and true north point.
 - (e) Monuments.
 - (f) Dimensions, angles and bearings, and complete legal description of the property.
 - (g) Sufficient engineering data to reproduce any line on the ground.
 - (h) Location, dimensions, and purposes of any existing easements.
 - (i) Certification by surveyor or engineer certifying to the accuracy of the survey and plat.
 - (j) Certification signed and acknowledged by all parties holding title or having any title interest in the land subdivided and consenting to the preparation and recording of the plat as submitted.
 - (k) Typed names of all known signatories of the plat, including, property owner, developer, surveyor, etc.
- (4) *Supplementary Data Required.* The plat shall be accompanied by:
- (a) Protective covenants in form for recording if such are desired by the subdivider.
 - (b) For subdivisions adjoining or touching the boundaries of the Crete corporate limits; a tract or area for which annexation proceedings have commenced, an approved subdivision which touches or adjoins the Crete corporate limits, a petition signed by the owner or owners requesting annexation to the City.
 - (c) Utility easements signed by the owner or owners to permit all lots created access to all utilities available in the City, including but not limited to, sanitary sewer, storm sewer, water, electrical, telephone, and cable television.

Section 4. That the changes specified in the above sections shall be codified as part of the Crete Municipal Code as stated herein.

Section 5. That all ordinances, parts of ordinances, or code provisions in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

Section 6. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 7. That this ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval, and publications, as provided by law.

PASSED AND ENACTED the 2nd day of April, 2024.

Mayor

ATTEST:

City Clerk

