

Crete City Council Regular Meeting
Tuesday, March 4, 2025 6:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

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

2. Roll Call

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

3. Consent Agenda

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

3.A. Approve Meeting Minutes

- 3.A.1. February 18th, 2025 City Council Meeting Minutes
- 3.A.2. February 18th, 2025 Public Works Committee Minutes
- 3.A.3. February 18th, 2025 Public Safety Committee Minutes
- 3.A.4. February 18th, 2025 Legislative/Economic Development Meeting Minutes

3.B. Accept the City Treasurer's Report

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

3.D. Accept Paul Heath' s resignation from the Downtown Advisory Committee

3.E. Mayor's appointment of Sherri Heath to the Downtown Advisory Committee

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 accepting the City Audit Report

4.B. Consider accepting the KENO Audit Report

4.C. Consider the revised Olsson Consultant Agreement with the City of Crete for the Airport Improvement Program Project No. 024-03141

4.D. Consider Ordinance 2236 amending building code to allow specific lockable pool covers without fencing

- 4.E. Consider Ordinance 2237 amending subdivision applicability removing the ten-acre limit.
- 4.F. Consider Ordinance 2238 Vacating the north 34 feet of 21st Street west of Oak Ave.
- 4.G. Consider Ordinance 2239 Sale of vacated street portion of 21st Street west of Oak Ave
- 4.H. Consider Ordinance 2240 Amending Salaries and Wages
- 4.I. Consider Resolution No. 2025-02 Authorizing the Mayor to sign the Statistic Display Loan Agreement with the National Museum of the United States Airforce.
- 4.J. Consider Resolution 2025-3 Adopting and approving the execution of an agency agreement with Nebraska Department of Transportation, Division of Aeronautics for Project No. 3-31-0022-017/18-2025
- 4.K. Consider the Crete Municipal Airport Hanger Lease Agreement
- 4.L. Consider the Crete Municipal Airport End Unit Lease Agreement
- 4.M. Consider the Crete Municipal Airport Rules and Regulations
- 4.N. Consider the Master Fee Schedule amendments
- 4.O. Consider amendment to Employee Personnel Manual
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 COUNCIL REGULAR MEETING

February 18th, 2025 at 6:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

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

Present: 5, Absent: 1.

3. Consent Agenda

3.A. Approve Meeting Minutes

- 3.A.1. February 4th, 2025 City Council Minutes
- 3.A.2. February 4th, 2025 Legislative /Development Committee Minutes
- 3.A.3. February 4th, 2025 Personnel Committee Minutes
- 3.A.4. February 4th, 2025 Public Safety Committee Minutes
- 3.A.5. February 4th, 2025 Public Works Committee Minutes

3.B. Accept the City Treasurer's Report

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

Approved Meeting Minutes Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

Aye: 5, No: 0

4. Items of Business

4.A. Consider the Rezac Addition Administrative Subdivision

City Administrator Tom Ourada stated that this property is just outside the city's extraterritorial jurisdiction. The council does not need to take any action.

Tabled indefinitely the Rezac Addition Administrative Subdivision Tabled with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

Aye: 5, No: 0

4.B. Approve the claims in the amount of \$2,281.75 from Crete Ace Hardware.

Approved the claims in the amount of \$2,281.75 from Crete Ace Hardware. Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

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

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

4.C. Consider authorizing to apply for the AARP Community Grant

Sara Brown stated that she is working on the AARP Community Grant to bring city and community organizations together in promoting available activities for senior citizens. Mayor Dave Bauer stated that a lot of good could come out of this grant opportunity.

Approved to authorize to apply for the AARP Community Grant 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

Aye: 5, No: 0

4.D. Consider the DTR increase amount for Elle's on Main

Approved the DTR increase amount for Elle's on Main 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

Aye: 5, No: 0

4.E. Consider the DTR increase amount for Scott Skala

Approved the DTR increase amount for Scott Skala 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
Aye: 5, No: 0

4.F. Consider the DTR increase amount for Edward Jones

Approved the DTR increase amount for Edward Jones 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
Aye: 5, No: 0

4.G. Consider the DTR increase amount for New Beginnings

Approved the DTR increase amount for New Beginnings 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
Aye: 5, No: 0

4.H. Approval of airport hangar grant estimates and project

City Administrator Tom Ourada stated that this grant project has been discussed and through negotiations on the scope and fees and is on track to be submitted for approval from the Federal Aviation Administration.

Approved the airport hangar grant estimates and project Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye
Aye: 5, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

- Chief of Police Gary Young stated the following:
 - Thanked Parks and Recreation Director Liz Cody and staff for carrying out the CPR classes and the snow removal.
 - Chief Young stated that in the news there was a story about an incident that took place in Milford. A group of people beat a man that had been soliciting underage people for sex. The individual has been arrested and there are felony charges being filed for the individuals involved in the beating. This is an example of Sergeant Morehouse's abilities with technology and working with different task forces and neighboring departments.
- Assistant Fire Chief James Yost stated the following:
 - There was an incident command training for Crete first responder members with instructor Dan Ripley. The training was opened up to Crete's mutual aid partners and Hallam and Wilber first responders attended.

- The Crete Volunteer Fire Department's annual banquet will be on Saturday, February 22nd 2025.
- Library Director Jessica Wilkinson presented City Administrator Tom Ourada, Mayor Dave Bauer, and the City Council members with the Crete Public Library Director's Report for January 2025 and included the following information:
 - Circulation increases of couple hundred items over last year
 - The total amount patrons save by having materials in the library was \$44,052, over 100 computer uses, 2,368 visitors, 1,069 Libby checkouts ,27 new cards and there were 276 items added
 - The VITA (volunteer income tax assistance program) is currently taking place until April 14th, 2025
 - Library Director Jessica Wilkinson was nominated by someone in the community for the I Love My Librarian Award.
- Parks and Recreation Director Liz Cody stated the following:
 - Carried out the CPR first aid training and gave thanks to the police department for allowing the use of the station for the training.
 - Looking at the Exmark grant application for equipment
 - Youth Soccer and Micro Soccer is going to be starting soon and they are looking for more coaches.
- Building Inspector Trent Griffin stated that the Nerud apartments located at 16th and Ivy Ave are possibly going to get final occupancy by the end of this week and all unites may already be leased. They are working on the commercial building on Hawthorne and Dominos is looking at the permits they are going to need. Griffin stated there is continued work with nuisance and dilapidated buildings.
- City Administrator Tom Ourada stated that the following:
 - The Downtown Business District has not started removing their own snow. The Downtown Advisory Committee members will need to meet to discuss a budget and solicit snow removal contracts.
 - Sent City Council members a city statement of policy for clarity on how the Community Assistance Office and the Crete Police Department primarily will refer and address community member concerns. The Police Department has not changed its role or mission in the community of enforcing local laws and ordinances and doesn't enforce federal law unless they are called to assist, and most importantly ensuring the safety of our community.
 - Dawn Jonas has been promoted to Lieutenant as of February 17th, 2025 and she will be at the next City Council meeting to receive her gold badge.
 - The city budget is on track across departments.
 - Ourada and Griffin are going to a planning meeting with Crete Public Schools on their new complex to discuss the city requirements on power line clearance, traffic studies, light studies and drainage studies.

- Mayor Dave Bauer asked if a lighting study had been done for Apace’s new parking lot. Bauer stated there might be issues going forward with new houses in that neighborhood. Ourada stated that they would will find out.

7. Adjournment

The meeting adjourned at 6:29 p.m.

Mayor

(SEAL)

City Clerk

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

City Clerk

(S E A L)



CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

February 18th, 2025 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

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

Present: 2, Absent: 1.

3. Items of Business

3.A. Consider the Rezac Addition Administrative Subdivision

City Administrator, Tom Ourada, explained that it is out of the 2 miles ETJ. They have two back-to-back properties and one is in the 2 mile ETJ. When discussing whether they will need to get an Administrative Subdivision, they were needing one for one that is out of the City's ETJ. Approving or not, it would not make a difference as it is out of the City's ETJ.

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

Anthony Fitzgerald: Aye, Dan Papik: Aye

Aye: 2, No: 0

3.B. Approval of airport hangar grant estimates and project

City Administrator, Tom Ourada, discussed how it is two box hangers are connected. This is the Standard Federal Aide project. Further discussion was done in regards to the estimates and the project.

Recommendation was made to the City Council to approve the airport hangar grants estimates and project. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye

Aye: 2, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

February 18th, 2025 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Tom Crisman: Present

Kyle Frans: Present

Dan Papik: Present

Present: 3.

3. Items of Business

3.A. Discussion on Call Back contract

City Administrator Tom Ourada explained that there had been discussion on the paramedic back-up service agreement and people gave there feedback, including interim President & CEO at Crete Area Medical Center Julie Lacy also had a few things. There are more things that need to be discussed, including compensation. What the City had put for the paramedics called for back-up to be compensated at the rate of \$45 per hour and the Paramedic

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

February 18th, 2025 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

2. Roll Call

Dale Strehle: Absent
Tom Crisman: Present
Ashley Newmyer: Present
Present: 2, Absent: 1.

3. Items of Business

3.A. Consider authorizing to apply for the AARP Community Grant

Community member Sara Brown stated that she is working on the AARP Community Grant to bring city and community organizations together in promoting available activities for senior citizens. Mayor Dave Bauer stated that a lot of good could come out of this grant opportunity.

Approved to authorize to apply for the AARP Community Grant Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye

Aye: 2, No: 0

3.B. Consider the DTR increase from \$34,000 to \$38,857.68 for Elle's on Main. (\$4,857.68 increase)

Approved the DTR increase from \$34,000 to \$38,857.68 for Elle's on Main. (\$4,857.68 increase) Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye

Aye: 2, No: 0

3.C. Consider the DTR increase from \$10,200 to \$11,196.80 for Scott Skala. (\$996.80 increase)

Approved the DTR increase from \$10,200 to \$11,196.80 for Scott Skala. (\$996.80 increase) Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye

Aye: 2, No: 0

3.D. Consider the DTR increase from \$9,000 to \$10,990.11 for Edward Jones. (\$1,990.11 increase)

Approved the DTR increase from \$9,000 to \$10,990.11 for Edward Jones. (\$1,990.11 increase) Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

Tom Crisman: Aye, Ashley Newmyer: Aye

Aye: 2, No: 0

3.E. Consider the DTR increase from \$48,000 to \$48,910.32 for New Beginnings. (\$910.32 increase)

Approved the DTR increase from \$48,000 to \$48,910.32 for New Beginnings. (\$910.32 increase) Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

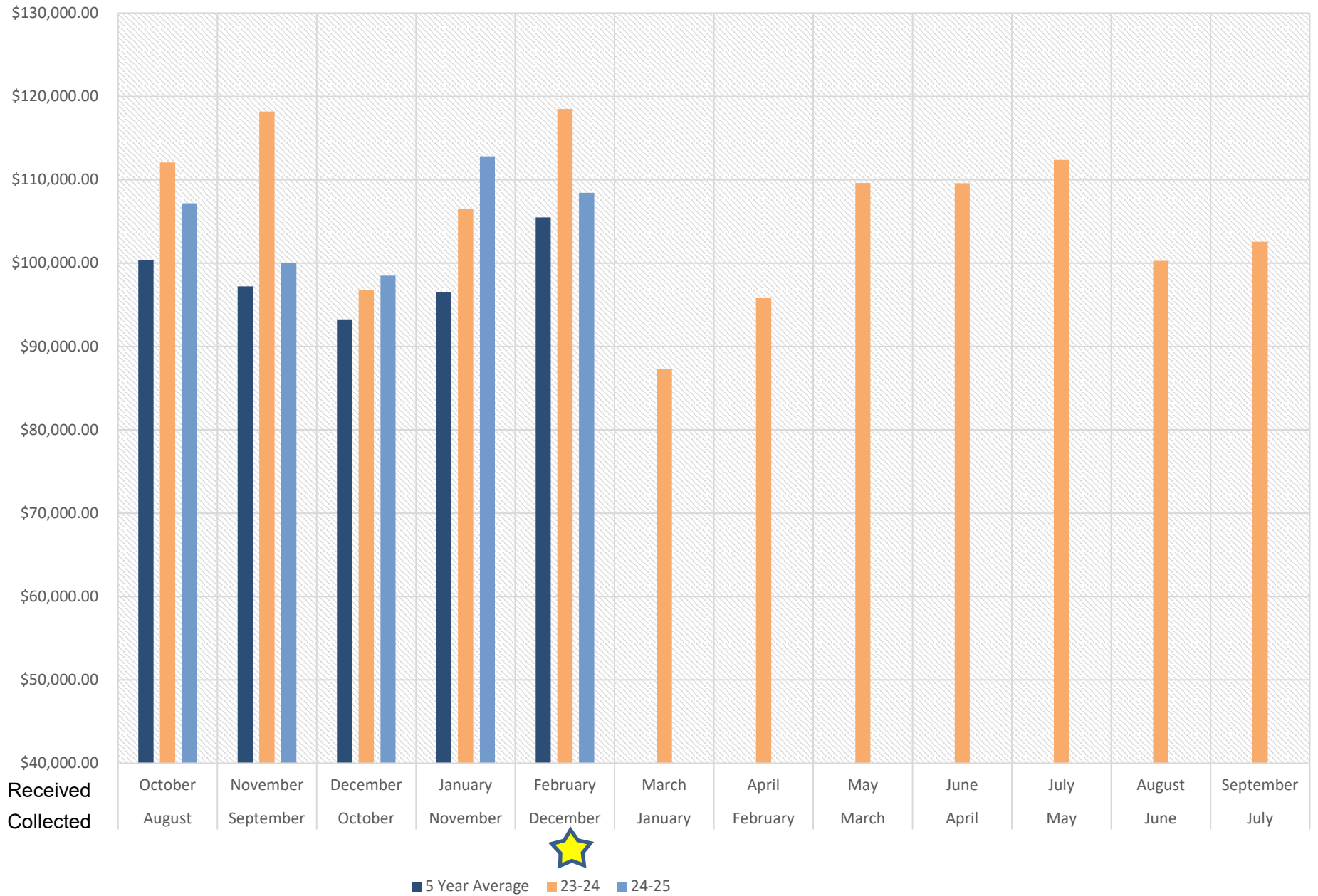
Tom Crisman: Aye, Ashley Newmyer: Aye

Aye: 2, No: 0

4. Officers' Reports

5. Adjournment

City of Crete Net 1% Sales Tax Receipts



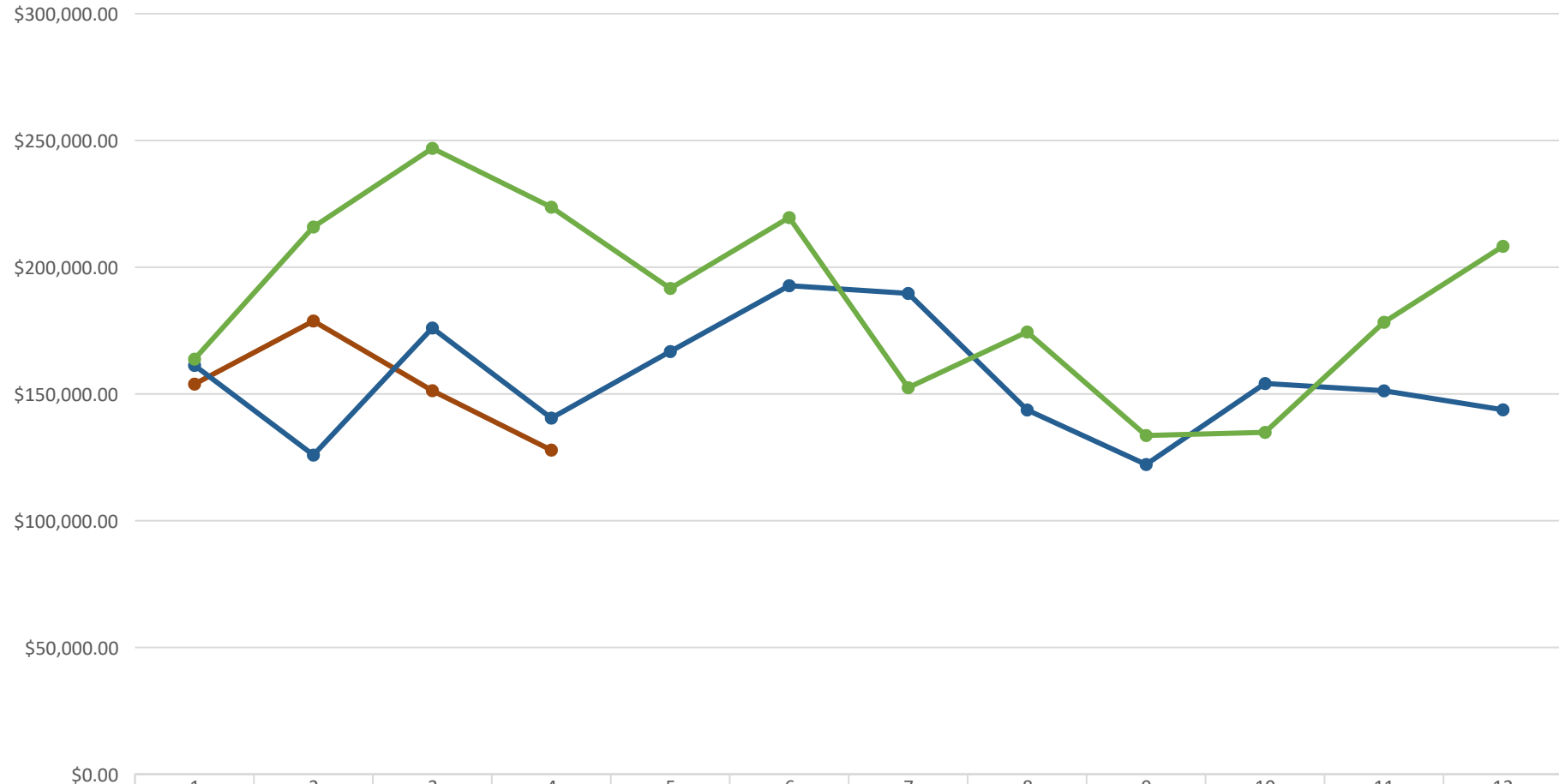
Received
Collected

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



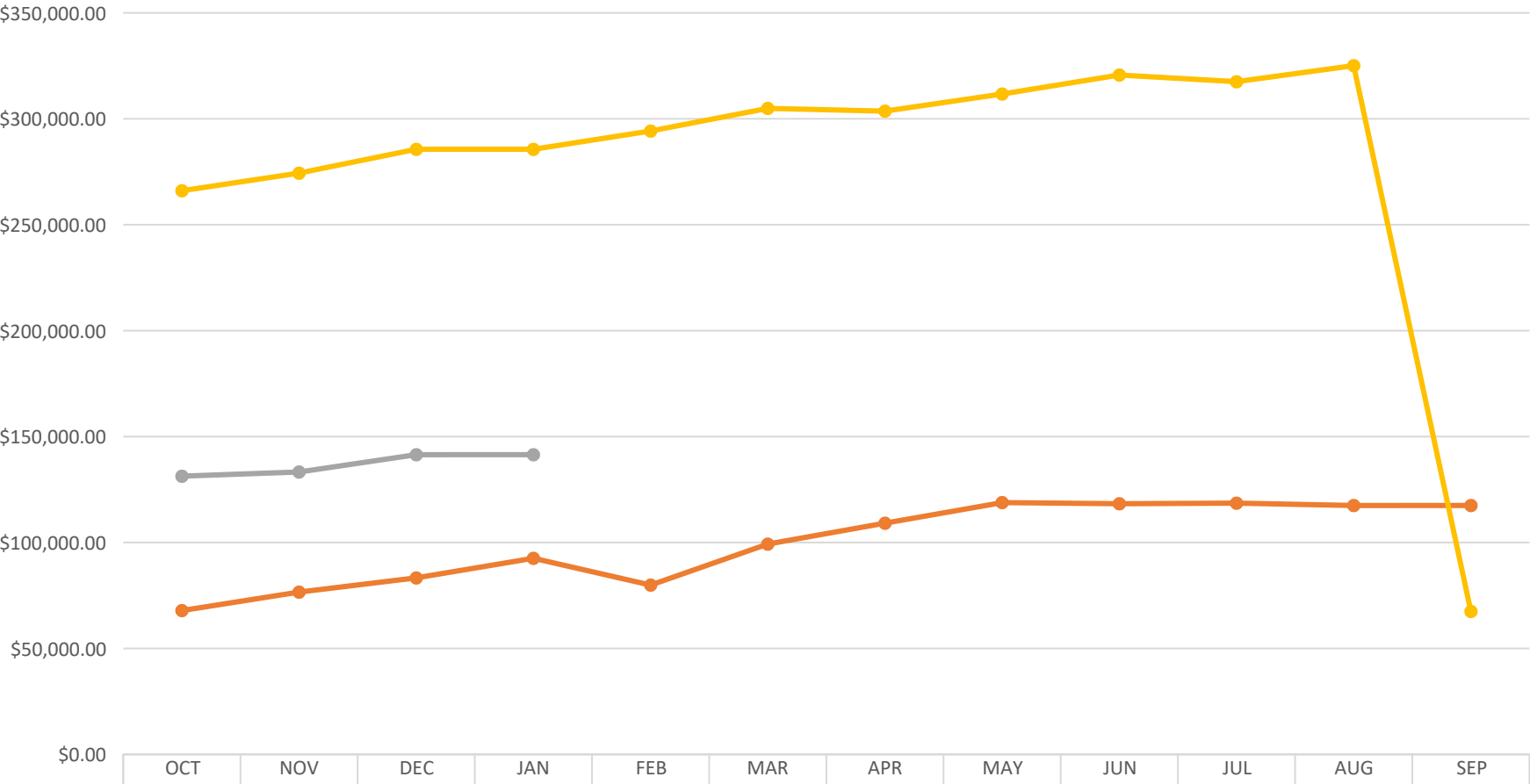
■ 5 Year Average ■ 23-24 ■ 24-25

GROSS SALES



	1	2	3	4	5	6	7	8	9	10	11	12
Gross Sales 2025	\$153,877.47	\$178,765.80	\$151,290.75	\$127,837.72								
Gross Sales 2024	\$161,278.58	\$125,912.15	\$176,004.76	\$140,460.30	\$166,753.19	\$192,709.78	\$189,669.97	\$143,684.55	\$122,180.34	\$154,136.93	\$151,261.75	\$143,754.84
Gross Sales 2023	\$163,724.17	\$215,871.22	\$246,916.38	\$223,676.47	\$191,626.58	\$219,588.51	\$152,481.91	\$174,438.02	\$133,601.38	\$134,855.41	\$178,299.44	\$208,247.16

Community Betterment Funds



Report Criteria:

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

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AKRS EQUIPMENT (80)								
AKRS EQUIPMENT	1	Invoice	OIL FILTER	02/24/2025	9.97		03/25	521-5801
AKRS EQUIPMENT	1	Invoice	MOWER REPAIR	02/25/2025	6.02		03/25	521-5791
Total AKRS EQUIPMENT (80):					15.99			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	COMPUTER EXPENSE	02/14/2025	649.99		03/25	701-6050
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/14/2025	146.85		03/25	701-5691
AMAZON BUSINESS	1	Invoice	MEMORIAL BADGE MASK	02/18/2025	28.00		03/25	531-6477
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/20/2025	341.28		03/25	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/20/2025	95.08		03/25	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/20/2025	40.32		03/25	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/21/2025	151.71		03/25	701-5691
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	02/21/2025	29.93		03/25	701-9900
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	02/21/2025	40.52		03/25	701-9900
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	02/21/2025	76.67		03/25	701-9900
AMAZON BUSINESS	1	Invoice	FRIENDS DONATIONS	02/22/2025	116.87		03/25	702-5692
AMAZON BUSINESS	1	Invoice	COMPUTER EXPENSE	02/24/2025	25.46		03/25	001-9915
AMAZON BUSINESS	2	Invoice	COMPUTER EXPENSE	02/24/2025	25.46		03/25	002-9915
AMAZON BUSINESS	3	Invoice	COMPUTER EXPENSE	02/24/2025	25.46		03/25	003-9915
AMAZON BUSINESS	1	Invoice	SHOP VAC HOSE	02/24/2025	27.99		03/25	201-5329
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/25/2025	17.09		03/25	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/25/2025	182.34		03/25	701-5691
Total AMAZON BUSINESS (6116):					2,021.02			
AMERICAN RED CROSS-HEALTH SAFETY (160)								
AMERICAN RED CROSS-HEALTH SAFETY	1	Invoice	CPR AED 2025	02/19/2025	20.00		03/25	521-9760
AMERICAN RED CROSS-HEALTH SAFETY	2	Invoice	CPR AED 2025	02/19/2025	20.00		03/25	721-9760
AMERICAN RED CROSS-HEALTH SAFETY	3	Invoice	CPR AED 2025	02/19/2025	40.00		03/25	701-9760
AMERICAN RED CROSS-HEALTH SAFETY	4	Invoice	CPR AED 2025	02/19/2025	40.00		03/25	401-9760
AMERICAN RED CROSS-HEALTH SAFETY	5	Invoice	CPR AED 2025	02/19/2025	600.00		03/25	201-9760
Total AMERICAN RED CROSS-HEALTH SAFETY (160):					720.00			
AMGL (195)								
AMGL	1	Invoice	ANNUAL AUDIT	01/30/2025	5,000.00		03/25	101-9820

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AMGL	2	Invoice	ANNUAL AUDIT	01/30/2025	1,500.00		03/25	401-9820
AMGL	3	Invoice	ANNUAL AUDIT	01/30/2025	1,500.00		03/25	701-9820
AMGL	4	Invoice	ANNUAL AUDIT	01/30/2025	1,500.00		03/25	050-9820
AMGL	5	Invoice	ANNUAL AUDIT	01/30/2025	5,135.00		03/25	001-9820
AMGL	6	Invoice	ANNUAL AUDIT	01/30/2025	1,500.00		03/25	002-9820
AMGL	7	Invoice	ANNUAL AUDIT	01/30/2025	1,500.00		03/25	003-9820
Total AMGL (195):					17,635.00			
ANDERSON FORD (200)								
ANDERSON FORD	1	Invoice	POLICE PD PUV PURCHA	02/26/2025	48,370.00		02/25	201-6026
Total ANDERSON FORD (200):					48,370.00			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS	02/10/2025	126.96		03/25	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS	02/13/2025	1,266.94		03/25	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS	02/17/2025	148.64		03/25	701-5691
Total BAKER & TAYLOR (370):					1,542.54			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	02/25/2025	243.17		03/25	502-5330
Total BEATRICE CONCRETE CO (440):					243.17			
BIZCO TECHNOLOGIES (6233)								
BIZCO TECHNOLOGIES	1	Invoice	SCANNER	02/19/2025	476.26		03/25	201-6050
Total BIZCO TECHNOLOGIES (6233):					476.26			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	02/25/2025	125.13		03/25	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	02/25/2025	78.98		03/25	502-7530
BLACK HILLS ENERGY	1	Invoice	7515-0723-40 210 E 14TH	02/25/2025	100.87		03/25	301-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	02/25/2025	1,796.50		03/25	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	02/25/2025	249.08		03/25	003-7530
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	02/26/2025	135.45		03/25	001-7040
Total BLACK HILLS ENERGY (495):					2,486.01			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BLUE VALLEY DOOR CO INC (510)								
BLUE VALLEY DOOR CO INC	1	Invoice	SW GARAGE DOOR REP	02/14/2025	277.00		03/25	201-5329
Total BLUE VALLEY DOOR CO INC (510):					277.00			
BURGE, ANNA (6802)								
BURGE, ANNA	1	Invoice	MEETING/TRAINING	02/26/2025	19.50		03/25	101-9760
Total BURGE, ANNA (6802):					19.50			
CANON FINANCIAL SERVICES INC (5778)								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	03/01/2025	51.00		03/25	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	03/01/2025	51.00		03/25	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	03/01/2025	51.00		03/25	401-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	03/01/2025	51.00		03/25	701-9740
CANON FINANCIAL SERVICES INC	6	Invoice	COPIER CONTRACT 8604	03/01/2025	51.00		03/25	721-9740
Total CANON FINANCIAL SERVICES INC (5778):					255.00			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	LOGI HD C270 WEBCAM	02/12/2025	30.85		03/25	101-6050
CDW GOVERNMENT INC	1	Invoice	APC BACK-UPS 650VA 80	02/06/2025	90.01		03/25	701-6050
CDW GOVERNMENT INC	2	Invoice	APC BACK-UPS 650VA 80	02/06/2025	90.01		03/25	201-6050
CDW GOVERNMENT INC	3	Invoice	APC BACK-UPS 650VA 80	02/06/2025	22.51		03/25	001-9920
CDW GOVERNMENT INC	4	Invoice	APC BACK-UPS 650VA 80	02/06/2025	22.50		03/25	002-9920
CDW GOVERNMENT INC	5	Invoice	APC BACK-UPS 650VA 80	02/06/2025	22.50		03/25	003-9920
CDW GOVERNMENT INC	6	Invoice	APC BACK-UPS 650VA 80	02/06/2025	22.50		03/25	401-9920
CDW GOVERNMENT INC	1	Invoice	PHILIPS VOICETRACER	02/20/2025	99.84		03/25	101-9900
CDW GOVERNMENT INC	1	Invoice	EPSON POWERLITE L530	02/20/2025	2,534.39		03/25	503-5330
Total CDW GOVERNMENT INC (750):					2,935.11			
CENGAGE LEARNING INC/GALE (1890)								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	02/13/2025	460.64		03/25	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	02/18/2025	59.98		03/25	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					520.62			
CENTER POINT LARGE PRINT (765)								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	02/10/2025	22.17		03/25	701-5691

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CENTER POINT LARGE PRINT (765):					22.17			
CITY HALL FUND (830)								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	03/01/2025	548.00		03/25	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	03/01/2025	412.00		03/25	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	03/01/2025	265.00		03/25	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	03/01/2025	187.50		03/25	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	03/01/2025	150.00		03/25	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	03/01/2025	37.50		03/25	721-9680
Total CITY HALL FUND (830):					1,600.00			
CITY HEALTH FUND (835)								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	03/01/2025	220.00		03/25	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	03/01/2025	260.00		03/25	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	03/01/2025	40.00		03/25	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	03/01/2025	220.00		03/25	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	03/01/2025	80.00		03/25	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	03/01/2025	320.00		03/25	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	03/01/2025	500.00		03/25	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	03/01/2025	220.00		03/25	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	03/01/2025	140.00		03/25	003-9620
Total CITY HEALTH FUND (835):					2,000.00			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	03/01/2025	61.65		03/25	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	03/01/2025	60.12		03/25	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	03/01/2025	6,761.37		03/25	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	03/01/2025	1,638.38		03/25	003-7530
CITY REVENUE FUND	5	Invoice	CHARGING STATION	03/01/2025	.00		00/00	001-9890
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 1)	03/01/2025	1,146.45		03/25	201-5215
CITY REVENUE FUND	7	Invoice	GENERAL (POLICE 8)	03/01/2025	33.00		03/25	201-5610
CITY REVENUE FUND	8	Invoice	CITY HALL	03/01/2025	1,334.29		03/25	501-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (6)	03/01/2025	4,413.56		03/25	401-7530
CITY REVENUE FUND	10	Invoice	STREET & GRADE (7)	03/01/2025	144.84		03/25	401-5890
CITY REVENUE FUND	11	Invoice	FIRE MAINT.	03/01/2025	3,382.15		03/25	301-7530
CITY REVENUE FUND	12	Invoice	CEMETERY	03/01/2025	153.33		03/25	601-7530
CITY REVENUE FUND	13	Invoice	SAN. LANDFILL	03/01/2025	71.96		03/25	511-7530
CITY REVENUE FUND	14	Invoice	LIBRARY	03/01/2025	885.27		03/25	701-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	15	Invoice	PARK & REC	03/01/2025	1,635.93		03/25	521-7530
CITY REVENUE FUND	16	Invoice	THEATRE	03/01/2025	.00		00/00	810-5210
CITY REVENUE FUND	17	Invoice	SWIMMING POOL	03/01/2025	57.35		03/25	522-7530
CITY REVENUE FUND	18	Invoice	COMM. DEVELOP.	03/01/2025	102.89		03/25	101-6201
CITY REVENUE FUND	19	Invoice	COMMUNITY ROOM	03/01/2025	295.09		03/25	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	03/01/2025	642.60		03/25	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	03/01/2025	42.04		03/25	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	03/01/2025	74.48		03/25	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	03/01/2025	41.17		03/25	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	03/01/2025	36.78		03/25	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	03/01/2025	25.29		03/25	701-7530
CITY REVENUE FUND	10	Invoice	PARK & REC	03/01/2025	78.04		03/25	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	03/01/2025	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	03/01/2025	.00		00/00	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	03/01/2025	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	COMMUNITY ROOM	03/01/2025	8.43		03/25	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	03/01/2025	125.33		03/25	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	03/01/2025	591.81		03/25	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	03/01/2025	41.89		03/25	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	03/01/2025	140.01		03/25	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	03/01/2025	286.42		03/25	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	03/01/2025	76.73		03/25	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	03/01/2025	.00		00/00	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	03/01/2025	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	03/01/2025	169.84		03/25	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	03/01/2025	53.34		03/25	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	03/01/2025	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	03/01/2025	.00		00/00	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	03/01/2025	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	AIRPORT	03/01/2025	29.57		03/25	050-7530
CITY REVENUE FUND	15	Invoice	COMMUNITY ROOM	03/01/2025	56.62		03/25	503-7530
CITY REVENUE FUND	16	Invoice	COMMUNITY GARDEN	03/01/2025	.00		00/00	520-7530
Total CITY REVENUE FUND (860):					24,698.02			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	03/01/2025	29,167.00		03/25	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	03/01/2025	10,000.00		03/25	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	03/01/2025	21,000.00		03/25	150-1015

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CITY TAX FUND (865):					60,167.00			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	03/01/2025	35.00		03/25	302-8500
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	02/14/2025	529.00		03/25	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	02/14/2025	1,200.00		03/25	302-5342
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	02/14/2025	721.74		03/25	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	02/14/2025	300.00		03/25	302-5342
Total CRETE AREA MEDICAL CENTER (1070):					2,785.74			
CRETE GLASS PROFESSIONALS LLC (1100)								
CRETE GLASS PROFESSIONALS LLC	1	Invoice	EXTERIOR DOOR REPAI	02/21/2025	200.00		03/25	501-5330
Total CRETE GLASS PROFESSIONALS LLC (1100):					200.00			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	UTILITY POSTAGE	02/28/2025	428.92		02/25	003-9650
CRETE POSTMASTER	2	Invoice	UTILITY POSTAGE	02/28/2025	428.92		02/25	002-9650
CRETE POSTMASTER	3	Invoice	UTILITY POSTAGE	02/28/2025	428.92		02/25	001-9650
Total CRETE POSTMASTER (1120):					1,286.76			
DATA RECOGNITION CORPORATION (5656)								
DATA RECOGNITION CORPORATION	1	Invoice	ANSWER SHEETS FOR P	02/25/2025	47.42		03/25	201-5390
Total DATA RECOGNITION CORPORATION (5656):					47.42			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	02/21/2025	79.96		03/25	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	02/21/2025	39.31		03/25	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	02/21/2025	39.30		03/25	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	02/21/2025	35.32		03/25	003-9900
EAKES OFFICE SOLUTIONS	1	Invoice	INK	02/28/2025	103.76		03/25	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	CONTRACT ADMIN FEE &	02/28/2025	153.41		03/25	701-9740
Total EAKES OFFICE SOLUTIONS (1475):					451.06			
EGAN SUPPLY CO (1505)								
EGAN SUPPLY CO	1	Invoice	JANITORIAL SUPPLIES	02/25/2025	315.50		03/25	501-5541

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
EGAN SUPPLY CO	2	Invoice	JANITORIAL SUPPLIES	02/25/2025	94.77		03/25	001-7230
Total EGAN SUPPLY CO (1505):					410.27			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	02/14/2025	55.00		03/25	301-5330
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-649 SO	02/14/2025	45.00		03/25	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					100.00			
FIDENCIO VILLARREAL (6807)								
FIDENCIO VILLARREAL	1	Invoice	CONSUMER DEPOSIT RE	03/04/2025	160.00		03/25	001-3500
Total FIDENCIO VILLARREAL (6807):					160.00			
GWORKS (2055)								
GWORKS	1	Invoice	STANDARD CITY GIS DAT	02/25/2025	2,778.40		03/25	001-9920
GWORKS	2	Invoice	STANDARD CITY GIS DAT	02/25/2025	2,778.40		03/25	002-9920
GWORKS	3	Invoice	STANDARD CITY GIS DAT	02/25/2025	2,778.40		03/25	003-9920
GWORKS	4	Invoice	STANDARD CITY GIS DAT	02/25/2025	2,778.40		03/25	101-9920
GWORKS	5	Invoice	STANDARD CITY GIS DAT	02/25/2025	2,778.40		03/25	401-9920
Total GWORKS (2055):					13,892.00			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	02/25/2025	706.43		03/25	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	02/25/2025	236.46		03/25	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-1426 MAIN AVE	02/25/2025	61.50		03/25	502-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	02/25/2025	144.53		03/25	301-7530
Total HEARTLAND NATURAL GAS (2175):					1,148.92			
HOLIDAY INN KEARNEY (6080)								
HOLIDAY INN KEARNEY	1	Invoice	MEETING/TRAINING	02/19/2025	124.95		03/25	001-9760
HOLIDAY INN KEARNEY	1	Invoice	MEETING/TRAINING	02/19/2025	144.14		03/25	001-9760
Total HOLIDAY INN KEARNEY (6080):					269.09			
INTERNATIONAL CODE COUNCIL (6427)								
INTERNATIONAL CODE COUNCIL	1	Invoice	3 YR MEMBERSHIP FEE-	02/27/2025	405.00		03/25	101-5452

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total INTERNATIONAL CODE COUNCIL (6427):					405.00			
INT'L INSTITUTE OF MUNI CLERKS (2355)								
INT'L INSTITUTE OF MUNI CLERKS	1	Invoice	2024-25 MEMBERSHIP R	01/09/2025	135.00		03/25	101-5400
Total INT'L INSTITUTE OF MUNI CLERKS (2355):					135.00			
JASON SVARC (6805)								
JASON SVARC	1	Invoice	CONSUMER DEPOSIT RE	03/04/2025	60.00		03/25	001-3500
Total JASON SVARC (6805):					60.00			
JAY'S OIL CO (2405)								
JAY'S OIL CO	1	Invoice	TIRE REPAIR	02/21/2025	35.00		03/25	003-8460
Total JAY'S OIL CO (2405):					35.00			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R210597.00 CRETE WELL	02/18/2025	7,000.00		03/25	002-2000
JEO CONSULTING GROUP INC.	1	Invoice	R241729.00 ARPA WALNU	02/20/2025	4,172.50		03/25	561-6031
JEO CONSULTING GROUP INC.	1	Invoice	R222218.00 SOLAR FARM	02/21/2025	933.75		03/25	001-2000
Total JEO CONSULTING GROUP INC. (2425):					12,106.25			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGREEMENT	02/01/2025	22.50		03/25	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	02/01/2025	55.00		03/25	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	02/01/2025	17.50		03/25	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	02/01/2025	5.00		03/25	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	02/01/2025	22.50		03/25	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	02/01/2025	55.00		03/25	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	02/01/2025	12.50		03/25	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	02/01/2025	35.00		03/25	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	02/01/2025	12.50		03/25	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	02/01/2025	12.50		03/25	003-9910
KIDWELL	1	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	24.09		03/25	101-6050
KIDWELL	2	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	24.09		03/25	201-6050
KIDWELL	3	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	24.09		03/25	401-6050
KIDWELL	4	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	6.57		03/25	601-6050
KIDWELL	5	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	6.57		03/25	301-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
KIDWELL	6	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	24.09		03/25	701-6050
KIDWELL	7	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	13.14		03/25	721-6050
KIDWELL	8	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	6.57		03/25	521-6050
KIDWELL	9	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	6.57		03/25	501-6050
KIDWELL	10	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	6.57		03/25	050-6050
KIDWELL	11	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	28.47		03/25	001-9910
KIDWELL	12	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	24.09		03/25	002-9910
KIDWELL	13	Invoice	DUO ESSENTIAL SOFTW	02/01/2025	24.09		03/25	003-9910
KIDWELL	1	Invoice	KIDQ21553 DELL POWER	02/14/2025	110.00		03/25	101-6050
KIDWELL	2	Invoice	KIDQ21553 DELL POWER	02/14/2025	110.00		03/25	201-6050
KIDWELL	3	Invoice	KIDQ21553 DELL POWER	02/14/2025	110.00		03/25	401-6050
KIDWELL	4	Invoice	KIDQ21553 DELL POWER	02/14/2025	30.00		03/25	601-6050
KIDWELL	5	Invoice	KIDQ21553 DELL POWER	02/14/2025	30.00		03/25	050-6050
KIDWELL	6	Invoice	KIDQ21553 DELL POWER	02/14/2025	110.00		03/25	701-6050
KIDWELL	7	Invoice	KIDQ21553 DELL POWER	02/14/2025	60.00		03/25	721-6050
KIDWELL	8	Invoice	KIDQ21553 DELL POWER	02/14/2025	30.00		03/25	301-6050
KIDWELL	9	Invoice	KIDQ21553 DELL POWER	02/14/2025	30.00		03/25	521-6050
KIDWELL	10	Invoice	KIDQ21553 DELL POWER	02/14/2025	30.00		03/25	501-6050
KIDWELL	11	Invoice	KIDQ21553 DELL POWER	02/14/2025	130.00		03/25	001-9910
KIDWELL	12	Invoice	KIDQ21553 DELL POWER	02/14/2025	110.00		03/25	002-9910
KIDWELL	13	Invoice	KIDQ21553 DELL POWER	02/14/2025	110.00		03/25	003-9910
KIDWELL	1	Invoice	KIDQ21551 DELL POWER	02/19/2025	574.75		03/25	101-6050
KIDWELL	2	Invoice	KIDQ21551 DELL POWER	02/19/2025	574.75		03/25	201-6050
KIDWELL	3	Invoice	KIDQ21551 DELL POWER	02/19/2025	574.75		03/25	401-6050
KIDWELL	4	Invoice	KIDQ21551 DELL POWER	02/19/2025	156.75		03/25	601-6050
KIDWELL	5	Invoice	KIDQ21551 DELL POWER	02/19/2025	156.75		03/25	050-6050
KIDWELL	6	Invoice	KIDQ21551 DELL POWER	02/19/2025	574.75		03/25	701-6050
KIDWELL	7	Invoice	KIDQ21551 DELL POWER	02/19/2025	313.50		03/25	721-6050
KIDWELL	8	Invoice	KIDQ21551 DELL POWER	02/19/2025	156.75		03/25	301-6050
KIDWELL	9	Invoice	KIDQ21551 DELL POWER	02/19/2025	156.75		03/25	521-6050
KIDWELL	10	Invoice	KIDQ21551 DELL POWER	02/19/2025	156.75		03/25	501-6050
KIDWELL	11	Invoice	KIDQ21551 DELL POWER	02/19/2025	679.25		03/25	001-9910
KIDWELL	12	Invoice	KIDQ21551 DELL POWER	02/19/2025	574.75		03/25	002-9910
KIDWELL	13	Invoice	KIDQ21551 DELL POWER	02/19/2025	574.75		03/25	003-9910

Total KIDWELL (2580):

6,694.00

LEAGUE OF NEBR. MUNICIPALITIES (2710)

LEAGUE OF NEBR. MUNICIPALITIES	1	Invoice	2025 MIDWINTER CONFE	02/26/2025	1,383.00		03/25	101-5469
LEAGUE OF NEBR. MUNICIPALITIES	2	Invoice	2025 MIDWINTER CONFE	02/26/2025	1,844.00		03/25	101-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total LEAGUE OF NEBR. MUNICIPALITIES (2710):					3,227.00			
LINCOLN WINWATER WORKS COMPANY (2810)								
LINCOLN WINWATER WORKS COMPANY	1	Invoice	ROYAL FL VALVE	02/14/2025	204.25		03/25	002-8000
LINCOLN WINWATER WORKS COMPANY	2	Invoice	ROYAL FL VALVE	02/14/2025	204.25		03/25	001-8000
Total LINCOLN WINWATER WORKS COMPANY (2810):					408.50			
MAGALY TOVAR (6806)								
MAGALY TOVAR	1	Invoice	CONSUMER DEPOSIT RE	03/04/2025	110.00		03/25	001-3500
Total MAGALY TOVAR (6806):					110.00			
MATHESON TRI-GAS INC (3020)								
MATHESON TRI-GAS INC	1	Invoice	OXYGEN	02/28/2025	195.39		03/25	302-5265
Total MATHESON TRI-GAS INC (3020):					195.39			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	02/19/2025	91.92		03/25	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	02/26/2025	82.67		03/25	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					174.59			
MCI VERIZON (3055)								
MCI VERIZON	2	Invoice	TOLL FREE LINE	02/07/2025	12.00		03/25	101-7530
MCI VERIZON	3	Invoice	TOLL FREE LINE	02/07/2025	12.00		03/25	201-5220
MCI VERIZON	4	Invoice	TOLL FREE LINE	02/07/2025	12.00		03/25	301-7530
MCI VERIZON	5	Invoice	TOLL FREE LINE	02/07/2025	12.00		03/25	721-7530
MCI VERIZON	6	Invoice	TOLL FREE LINE	02/07/2025	22.07		03/25	001-9660
Total MCI VERIZON (3055):					70.07			
MIDWEST BREATHING AIR LLC (3180)								
MIDWEST BREATHING AIR LLC	1	Invoice	QUARTERLY AIR TEST	02/25/2025	252.50		03/25	303-5264
Total MIDWEST BREATHING AIR LLC (3180):					252.50			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	02/19/2025	683,403.29		03/25	001-7260

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	02/19/2025	6.33		03/25	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	02/19/2025	87,878.73		03/25	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					771,288.35			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	BATTERY	02/14/2025	179.99		03/25	401-5771
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIR	02/19/2025	98.97		03/25	050-5791
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIR	02/19/2025	5.99		03/25	050-5791
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIR	02/21/2025	17.57		03/25	521-5791
NAPA AUTO PARTS	1	Invoice	MIRROR	02/21/2025	33.99		03/25	401-5968
NAPA AUTO PARTS	1	Invoice	OIL CHANGE	02/24/2025	19.47		03/25	521-5801
NAPA AUTO PARTS	1	Invoice	JETTER PARTS	02/24/2025	126.05		03/25	002-8100
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIR	02/10/2025	99.98		03/25	401-5968
NAPA AUTO PARTS	1	Invoice	BEARING	02/27/2025	24.99		03/25	003-7220
Total NAPA AUTO PARTS (3345):					607.00			
NEBRASKA SNOW EQUIPMENT (3570)								
NEBRASKA SNOW EQUIPMENT	1	Invoice	CUTTING EDGE/CENTER	02/27/2025	551.00	1712	03/25	401-5968
Total NEBRASKA SNOW EQUIPMENT (3570):					551.00			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	TIRE	02/25/2025	284.47		03/25	401-5810
Total NEBRASKALAND TIRE INC (5636):					284.47			
NOE TRINIDAD LOPEZ MENDEZ (6808)								
NOE TRINIDAD LOPEZ MENDEZ	1	Invoice	CONSUMER DEPOSIT RE	03/04/2025	110.00		03/25	001-3500
Total NOE TRINIDAD LOPEZ MENDEZ (6808):					110.00			
ODEYS INC (3750)								
ODEYS INC	1	Invoice	FIELD MATERIAL	02/25/2025	1,939.00		03/25	521-5589
ODEYS INC	1	Invoice	FIELD MATERIAL	02/25/2025	1,143.00		03/25	521-5589
ODEYS INC	2	Invoice	GRASS SEED	02/25/2025	690.00		03/25	521-5334
Total ODEYS INC (3750):					3,772.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
OLSSON (3775)								
OLSSON	1	Invoice	#023-04638 SCADA ON C	02/12/2025	1,842.39		03/25	003-9910
OLSSON	2	Invoice	#023-04638 SCADA ON C	02/12/2025	1,842.39		03/25	002-9910
OLSSON	3	Invoice	#023-04638 SCADA ON C	02/12/2025	1,842.39		03/25	001-9910
Total OLSSON (3775):					5,527.17			
ONE CALL CONCEPTS INC (3810)								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	02/28/2025	11.87		03/25	002-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	02/28/2025	11.87		03/25	001-9730
Total ONE CALL CONCEPTS INC (3810):					23.74			
PAPER TIGER SHREDDING (3905)								
PAPER TIGER SHREDDING	1	Invoice	PAPER SHREDDING	02/28/2025	35.00		03/25	201-5329
Total PAPER TIGER SHREDDING (3905):					35.00			
PIEPER, RICHARD (5590)								
PIEPER, RICHARD	1	Invoice	POSTAGE REIMBURSEM	02/20/2025	17.85		03/25	002-9650
Total PIEPER, RICHARD (5590):					17.85			
PINNACLE BANK (3985)								
PINNACLE BANK	1	Invoice	TOM CC, LEAG OF NE M	02/28/2025	500.00		03/25	001-9760
PINNACLE BANK	2	Invoice	TOM CC, NE SEC OF STA	02/28/2025	30.00		03/25	101-9725
PINNACLE BANK	3	Invoice	TOM CC, NE SEC OF STA	02/28/2025	30.00		03/25	101-9725
PINNACLE BANK	4	Invoice	TOM CC, TOTAL BACKFL	02/28/2025	1,070.00		03/25	002-9760
PINNACLE BANK	5	Invoice	TOM CC, CITY LINCOLN	02/28/2025	13.50		03/25	001-9760
PINNACLE BANK	6	Invoice	TOM C, CITY LINCOLN PA	02/28/2025	7.50		03/25	001-9760
PINNACLE BANK	1	Invoice	WENDY CC, CANVA 0442	02/28/2025	14.99		03/25	101-6050
PINNACLE BANK	2	Invoice	WENDY CC, EILEENS 2/2	02/28/2025	183.00		03/25	101-6201
Total PINNACLE BANK (3985):					1,848.99			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	02/10/2025	84.58		03/25	201-5329
Total PRESTO-X (4050):					84.58			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	02/06/2025	200.00		03/25	701-9650
Total QUADIENT FINANCE USA INC (5591):					200.00			
SALINE COUNTY COURT (5611)								
SALINE COUNTY COURT	1	Invoice	COURT COST - CLAIM N	02/05/2025	17.00		03/25	101-5420
Total SALINE COUNTY COURT (5611):					17.00			
SALINE COUNTY TREASURER (4450)								
SALINE COUNTY TREASURER	1	Invoice	R.E. TAXES PARCEL #076	03/04/2025	2,005.28		03/25	003-7630
Total SALINE COUNTY TREASURER (4450):					2,005.28			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	PROPANE	02/14/2025	974.21	1709	03/25	003-7530
SAPP BROS PETROLEUM	1	Invoice	PROPANE SALES	02/11/2025	283.55		03/25	050-4215
SAPP BROS PETROLEUM	2	Invoice	SALES TAX	02/11/2025	15.60		03/25	050-4904
SAPP BROS PETROLEUM	1	Invoice	PROPANE-AIRPORT	02/11/2025	214.76		03/25	050-7530
SAPP BROS PETROLEUM	1	Invoice	WINTER BLEND DIESEL	02/19/2025	496.39		03/25	050-5800
Total SAPP BROS PETROLEUM (4505):					1,984.51			
SECURITY EQUIPMENT INC (5787)								
SECURITY EQUIPMENT INC	1	Invoice	REPLACEMENT CAMERA	02/25/2025	1,080.00		03/25	501-6484
Total SECURITY EQUIPMENT INC (5787):					1,080.00			
SEGRA (6762)								
SEGRA	1	Invoice	ETHERNET INTERNET/P	03/01/2025	129.15		03/25	101-5792
SEGRA	2	Invoice	ETHERNET INTERNET/P	03/01/2025	129.15		03/25	201-5792
SEGRA	3	Invoice	ETHERNET INTERNET/P	03/01/2025	129.16		03/25	301-5792
SEGRA	4	Invoice	ETHERNET INTERNET/P	03/01/2025	129.16		03/25	203-5792
SEGRA	5	Invoice	ETHERNET INTERNET/P	03/01/2025	129.16		03/25	401-5792
SEGRA	6	Invoice	ETHERNET INTERNET/P	03/01/2025	129.16		03/25	521-5792
SEGRA	7	Invoice	ETHERNET INTERNET/P	03/01/2025	129.16		03/25	701-5792
SEGRA	8	Invoice	ETHERNET INTERNET/P	03/01/2025	129.16		03/25	721-5792
SEGRA	9	Invoice	ETHERNET INTERNET/P	03/01/2025	143.50		03/25	001-9911
SEGRA	10	Invoice	ETHERNET INTERNET/P	03/01/2025	129.15		03/25	002-9911
SEGRA	11	Invoice	ETHERNET INTERNET/P	03/01/2025	129.15		03/25	003-9911

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total SEGRA (6762):					1,435.06			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	PLANNING COMMISSION	02/19/2025	11.82		03/25	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE OF INTENT/SPA	02/26/2025	82.50		03/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE OF INTENT/ENG	02/26/2025	74.66		03/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	02/26/2025	108.06		03/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	02/26/2025	11.82		03/25	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	AIRPORT	02/26/2025	12.73		03/25	050-5390
Total SEWARD COUNTY INDEPENDENT (4590):					301.59			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	BATTERY REPLACED	08/13/2024	237.95		03/25	201-5801
SID DILLON FORD	1	Invoice	AIRBAG LITE/SEAT BUCK	09/24/2024	224.78		03/25	201-5791
SID DILLON FORD	1	Invoice	VEHICLE REPAIR	10/31/2024	173.25		03/25	002-8460
SID DILLON FORD	1	Invoice	VEHICLE REPAIR	11/05/2024	173.25		03/25	002-8460
SID DILLON FORD	1	Invoice	OIL CHANGE UNIT 4	02/18/2025	76.44		03/25	201-5801
Total SID DILLON FORD (4635):					885.67			
SIGN SOLUTIONS USA LLC (5832)								
SIGN SOLUTIONS USA LLC	1	Invoice	W 8TH ST//HIP WHITE 39	02/13/2025	72.86	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	2	Invoice	W 6TH ST//HIP WHITE 39	02/13/2025	13.53	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	3	Invoice	W 5TH ST//HIP WHITE 39	02/13/2025	13.53	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	4	Invoice	E 4TH ST//HIP WHITE 393	02/13/2025	27.06	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	5	Invoice	E 6TH ST//HIP WHITE 393	02/13/2025	13.53	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	6	Invoice	PINE AVE//HIP WHITE 393	02/13/2025	13.53	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	7	Invoice	OAK AVE//HIP WHITE 393	02/13/2025	40.59	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	8	Invoice	IVY AVE//HIP WHITE 3930	02/13/2025	13.53	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	9	Invoice	NORMAN AVE//HIP WHIT	02/13/2025	18.04	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	10	Invoice	JUNIPER AVE//HIP WHITE	02/13/2025	36.08	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	11	Invoice	LONGWOOD DR//HIP WHI	02/13/2025	16.62	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	12	Invoice	E 16TH ST//HIP WHITE 39	02/13/2025	27.06	1698	03/25	401-6000
SIGN SOLUTIONS USA LLC	1	Invoice	NO PARKING 2AM TO 4A	02/20/2025	156.84	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	2	Invoice	R1-1//STOP//HIP WHITE 3	02/20/2025	223.29	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	3	Invoice	W3-1//STOP AHEAD//SYM	02/20/2025	131.57	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	4	Invoice	R8-3//NO PARKING SYMB	02/20/2025	88.70	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	5	Invoice	R8-3//NO PARKING SYMB	02/20/2025	30.22	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	6	Invoice	E 16TH ST//HIP WHITE 39	02/20/2025	14.50	1704	03/25	401-6000

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SIGN SOLUTIONS USA LLC	7	Invoice	E 18TH ST//HIP WHITE 39	02/20/2025	14.50	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	8	Invoice	BOSWELL AVE//HIP WHIT	02/20/2025	19.33	1704	03/25	401-6000
SIGN SOLUTIONS USA LLC	9	Invoice	GLENWOOD AVE//HIP W	02/20/2025	17.81	1704	03/25	401-6000
Total SIGN SOLUTIONS USA LLC (5832):					1,002.72			
THOMAS, WENDY (5792)								
THOMAS, WENDY	1	Invoice	MEETING/TRAINING	02/25/2025	21.00		03/25	101-9760
Total THOMAS, WENDY (5792):					21.00			
THUY THANH PHAM (6804)								
THUY THANH PHAM	1	Invoice	CONSUMER DEPOSIT RE	03/04/2025	260.00		03/25	001-3500
Total THUY THANH PHAM (6804):					260.00			
UNION BANK & TRUST CO (5205)								
UNION BANK & TRUST CO	1	Invoice	CITY OF CRETE GOVP '1	02/25/2025	624.00		03/25	150-9860
Total UNION BANK & TRUST CO (5205):					624.00			
UPS (5240)								
UPS	1	Invoice	POSTAGE	02/15/2025	12.07		03/25	003-9650
UPS	1	Invoice	POSTAGE	02/22/2025	11.53		03/25	003-9650
Total UPS (5240):					23.60			
WASTE CONNECTIONS OF NEBRASKA (5360)								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1945 FOREST AVE	03/01/2025	60.14		03/25	201-5329
WASTE CONNECTIONS OF NEBRASKA	2	Invoice	243 E 13TH ST	03/01/2025	208.63		03/25	501-7530
WASTE CONNECTIONS OF NEBRASKA	3	Invoice	1420 MAIN AVE	03/01/2025	21.49		03/25	502-7530
WASTE CONNECTIONS OF NEBRASKA	4	Invoice	320 W 9TH ST	03/01/2025	30.07		03/25	001-8000
WASTE CONNECTIONS OF NEBRASKA	5	Invoice	320 W 9TH ST	03/01/2025	30.07		03/25	002-8000
WASTE CONNECTIONS OF NEBRASKA	6	Invoice	100 S MAIN AVE	03/01/2025	157.42		03/25	003-7530
WASTE CONNECTIONS OF NEBRASKA	7	Invoice	1440 LINDEN	03/01/2025	78.63		03/25	001-7220
WASTE CONNECTIONS OF NEBRASKA	8	Invoice	5TH FOREST AVE	03/01/2025	.00		00/00	522-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1515 FOREST	03/01/2025	94.83		03/25	701-5330
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	TUXEDO PARK	03/01/2025	237.66		03/25	521-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	2429 CO RD F	03/01/2025	96.71		03/25	050-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total WASTE CONNECTIONS OF NEBRASKA (5360):					1,015.65			
WILBER PLUMBING, HEATING & AIR (5589)								
WILBER PLUMBING, HEATING & AIR	1	Invoice	HVAC REPAIR	10/22/2024	334.99		03/25	001-7220
WILBER PLUMBING, HEATING & AIR	1	Invoice	HVAC REPAIR	02/12/2025	119.99		03/25	201-5329
WILBER PLUMBING, HEATING & AIR	1	Invoice	PLUMBING REPAIR	02/11/2025	293.49		03/25	201-5329
Total WILBER PLUMBING, HEATING & AIR (5589):					748.47			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	092221765 LIBRARY-FINA	02/21/2025	14.08		03/25	701-5792
Total WINDSTREAM (5465):					14.08			
ZULAUF, PARKER (6803)								
ZULAUF, PARKER	1	Invoice	MEETING/TRAINING	02/21/2025	179.20		03/25	001-9760
Total ZULAUF, PARKER (6803):					179.20			
Grand Totals:					1,006,576.95			

Report GL Period Summary

GL Period	Amount
03/25	956,920.19
02/25	49,656.76
00/00	.00
Grand Totals:	1,006,576.95

Vendor number hash: 517934
 Vendor number hash - split: 1024501
 Total number of invoices: 146
 Total number of transactions: 335

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	1,006,576.95	.00	1,006,576.95
Grand Totals:	<u>1,006,576.95</u>	<u>.00</u>	<u>1,006,576.95</u>

Report Criteria:

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



CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-31-0022-017/018
Olsson Project No. 024-03141

CRETE MUNICIPAL AIRPORT

PROJECT DESCRIPTION (the "Project")

Construct 2-Bay Corporate Style Box Hangar with associated hangar approaches, electrical service and heating.

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Nebraska hereinafter called "Olsson" and the City of Crete of Crete, Nebraska, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 through 6 (Olsson's "Scope of Services") for the Project.

Chris Corr, P.E. will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor, NDOT and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.
- b. Conduct a project kickoff meeting {via teleconference} with the Sponsor, NDOT and FAA in accordance with AIP Sponsor Guide No. 910 *Pre-design Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA and NDOT to ensure acceptance.
- d. Coordinate geotechnical investigation of existing pavement and soils. Olsson will conduct all lab tests and prepare a report of lab results and subsurface conditions. See Section 6 Special Services for the design testing services.
- e. Conduct field assessment of the existing site {and pavement and lighting conditions} (“Field Assessment”). One project engineer and one technician shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Complete Asbestos Inspection and provide report of findings. Report required to dispose of existing hangar.
- g. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey **will not be** in accordance with FAA Advisory Circular 150/5300-18B.
- h. Evaluate the existing electrical system, including one separate site visit by an electrical engineer. Prepare preliminary and final design of new electrical system.
- i. Coordinate with local utility companies (gas, electrical / water) that have lines crossing the project site and determine their requirements.
- j. Pavement Design:
 - (1) Research pavement history
 - (2) Develop concrete pavement design alternatives
 - (3) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
 - (4) No life cycle cost analyses will be prepared due to the small size of apron and need for concrete hangar paving.

- k. Develop preliminary building layout.
- l. Develop layouts for hangar approach configuration.
- m. Develop longitudinal profiles for hangar approach.
- n. Develop layouts and locations for taxiway lights. Determine the impact of each pavement design on the existing and ultimate electrical and lighting configurations.
- o. Complete final plan, pavement elevations and geometrics of taxiway and ramp to hangar door.
- p. Complete hangar drawings and structural design of hangar footings and floor.
- q. Complete Structural Design
 - (1) 2-Bay Hangar (Approx 120' x 80') including coordination with Fire Marshal on requirements.
 - (2) Complete Bi-Fold & Free-Standing Hydraulic Door Design for aircraft access. Approx. Door Size 55' x 16' Clear Opening.
 - (3) Footing and Foundation
 - (4) Minimum of 2 pedestrian doors in accordance with local & state fire marshal codes.
 - (5) Structural Plans & Specifications
- r. Complete Electrical Design (Plans & Specifications)
 - (1) Complete Interior LED Lighting, Exterior LED Lighting, and fan design
 - (2) Complete Hangar Bay electrical circuit design
 - (3) Exit Signs as required by Fire Marshal
 - (4) Complete in floor grounding
- s. Complete Mechanical Design (Plans & Specifications)
 - (1) Complete infrared / forced air heating design.
 - (2) Complete new gas service within building / civil to complete outside of building
- t. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- u. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA and NDOT. Incorporate applicable comments into the final plans, specifications, and design report.
- v. Coordinate with NDOT for the Disadvantage Business Enterprise (DBE) program and goals and incorporate into project documents.
- w. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
 - (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans and Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards

(5) Guide No. 960 – Operation Safety on Airports

- x. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the hangar and of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- y. Submit building plans to the State Fire Marshal for review.
- z. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- aa. Submit plans, specifications, contract documents and engineer’s design report for review by September 15, 2025.

90 PERCENT SUBMITTAL			
	Contract Documents & Specifications	Engineer’s Design Report	Plans
Sponsor	1 Set & Electronic	1 Set & Electronic	1 Half-Size Set & Electronic
NDOT	Electronic	Electronic	Electronic
FAA	2 Printed Copies & Electronic	2 Printed Copies & Electronic	1 Half-Size Set, 1 Full-Sized Set & Electronic
Nebraska Fire Marshall	Electronic	N/A	Electronic

- bb. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- cc. Revise and submit plans, specifications, contract documents and engineer’s design report within 14 days of receipt of comments from the Sponsor, NDOT and FAA. Provide a written response to each comment. Provide copies as listed in the table below.

FINAL SUBMITTAL				
	Contract Documents & Specifications	Engineer’s Design Report	Plans	Response to Comments
Sponsor	1 Set & Electronic	1 Set & Electronic	1 Half-Size & Electronic	Electronic
NDOT	Electronic	Electronic	Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic
Nebraska Fire Marshall	Electronic	N/A	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are

instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 1. Bid date
 2. Summarized bid table
 3. Evaluation of unit price extensions and total base bid, including an error check
 4. Addendums and acknowledgements
 5. Additional insured cost if any
 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 7. Buy American compliance
 8. Confirmation of bidder's signature on proposal form
 9. Bid guarantee
 10. Pre-qualification requirements
 11. Review of qualifications
 12. Debarment list verification
 13. Recommendation to award
- i. Conduct one meeting to present bids to the Sponsor.

- j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*, except that the Sponsor Certification will be prepared and submitted by the NDOT.
- k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to NDOT, Sponsor, and Contractor. **Provide an electronic copy of the construction contract to the FAA, NDOT and Sponsor.**

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, NDOT and FAA. Re-advertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4: CONSTRUCTION PHASE
(INCLUDES OBSERVATION)
based on 150 calendar days (construction contract time)

Olsson will not begin work on this Phase until a Notice to Proceed is received from the Sponsor. Both parties understand that this work is subject to the availability of FAA funds.

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, NDOT and FAA to provide information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is assumed a total of 8 site visits will be completed.
 - (1) Hangar Approach Construction: It is estimated that the Project Engineer will make 4 site visits: Approximately every other week, plus 1 visit prior to the start of the base course and 1 visit prior to the start of paving.
 - (2) Hangar Construction: Project Engineer will make 3 additional trips, approximately one per month.
 - (3) Attend monthly progress meetings over the duration of the project. Approximately six meetings.
- d. Require Construction Contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP).
- e. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- f. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.

- g. Provide horizontal and vertical survey control, as required under the FAA standard specification General Provision 50-07. Construction staking will be responsibility of contractor.
- h. Upon receipt of NDOT, FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. NDOT and FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- i. Provide part-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*, {**except that a Construction Observation Program will not be prepared.**} and Guide No. 1070 *Inspections: Development Projects*.

Observer will be on-site for site grading, all concrete placements including hangar approach paving, building foundation and building floor. Full-time observation is anticipated to be 5 weeks of onsite observation.

Observer will be part-time for the hangar erection, site grading outside pavement limits, and all other miscellaneous construction items. Part Time observation will consist of an average of one day per week for the time outside of the full-time observation.

- j. Provide construction testing. See Exhibit C1 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities:
 - (1) Excavation / Embankment
 - i. Lot Size 1,000 CY and Subgrade Lot Size 500 SY
 - ii. Estimated Constructed Quantity 4,500 CY
 - (2) Base Course
 - i. Lot Size 1,500 SY
 - ii. Estimated Construction Quantity 1,500 SY
 - (3) P-501 Concrete Pavement
 - i. Lot Size 1,500 SY
 - ii. Estimated Construction Quantity 3,000 SY
 - (4) Hangar Footings & Floor Concrete Pavement
 - i. Footings – 4 Pours
 - ii. Floor – 2 Pours

- k. Conduct 1 site visits by geotechnical engineer, 1 visit by electrical/mechanical engineer and 1 visit by structural engineer
- l. Submit weekly FAA Form 5370-1 “Construction Progress and Inspection Reports” and testing reports to the Sponsor, NDOT and FAA.
- m. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- n. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and

Guide No. 1073 Monitoring *Labor and Civil Rights Requirements Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

- o. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- p. Review amounts owed to construction contractors and prepare monthly progress estimate forms certified by construction contractor(s).
- q. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- r. Arrange and attend final inspection.
- s. Provide as-built survey to establish final pay quantities and for preparation of as-built plans. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

SECTION 5: CLOSE OUT

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

- (1) Sponsor Certification for Final Acceptance – not included; prepared by NDOT
- (2) Final Outlay Report (SF-271) – not included; prepared by NDOT
- (3) Final Federal Financial Report (SF-425) – not included; prepared by NDOT
- (4) Final Project Cost Summary – not included; prepared by NDOT
- (5) Summary of DBE Utilization – to be included in the Final Construction Report
- (6) Final Construction Report, including summary of test results – one printed copy each to Sponsor, Provide 1 electronic copy to FAA and NDOT
- (7) As-built Drawings – provide one full-sized set to Owner; include half-sized set in Final Report and provide in pdf format.
- (8) As-built Airport Layout Plan – one full-size preliminary set for FAA review; four full-size sets for Sponsor signature upon receipt of FAA comments

SECTION 6: SPECIAL SERVICES

- A. **Geotechnical Design Services:** Olsson will sample existing pavement, conduct the soil borings and lab tests, and provide a geotechnical report of their findings and recommendations. In accordance with AC 150/5320-6F, Table 2-1, subsurface boring spacing and depth will be:
 - (1) Hangar Approach – 1 Borings at 10' below existing grade
 - (2) Hangar Area – 2 Borings 20' below existing grade

See Exhibit E for a list of the anticipated tests and services.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of \$130,900 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until the plans and specifications are approved.

The design costs associated with heat/gas service design is \$6,200.

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of \$10,200 shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed, except that 15% of the payment will be withheld until all executed contract documents are received by the Sponsor, NDOT and FAA.

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of \$14,525.93 and subcontract costs, which are estimated on Exhibit C attached and made a part hereto.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$130,300, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Sections 2 and 4 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit C and C1 contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

The engineer's construction costs associated with heat/gas service design is \$2,000

Section 5: Close-Out Phase. Payment for the items included in Section 5, Close-Out Phase, shall be the lump sum of \$9,800, shown on Exhibit D, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed. Olsson will not submit an invoice for the final 10% of the Close-Out Phase until the closeout documents are approved by NDOT and FAA.

Section 6: Special Services – Geotechnical Design Phase. Payment for the items included in Section 6, Special Services – Geotechnical Design Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred, and subcontract costs, which are estimated on Exhibit E attached and made a part hereto.

The total charges for Section 6 will not be greater than the “Not-to-Exceed” (NTE) amount of \$10,557 unless the scope of work as set forth in Sections 2 and 6 is exceeded. If this occurs, the “Not-to-Exceed” amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit E contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501





Executed by Olsson on this 14th day of February, 2025.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF CRETE
243 East 13th Street
Crete, NE 68333

ATTEST

Title

Executed by the Sponsor on this _____ day of _____, 2025.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	\$0.655 / mile*
Suburban's and Pick-Up	\$0.75 / mile*
Automobiles (Olsson Vehicle)	\$95 / day
Aircraft (Personal)	\$118 / hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or \$107 Per Diem
Meals	Actual Cost or \$59 Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials, including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**EXHIBIT A
DESIGN PHASE
Crete Municipal Airport 3-31-0022-017/018**

1. Direct Salary Costs

<u>Title</u>	<u>Total</u> <u>Hours</u>	<u>Direct Salary</u> <u>Rate/Hour</u>	<u>Total</u> <u>Costs (\$)</u>
Principal / Team Leader	8.0	\$92.30	\$738.40
Senior Engineer	95.0	\$76.50	\$7,267.50
Project Engineer	86.0	\$62.50	\$5,375.00
Design Manager	119.0	\$53.50	\$6,366.50
Associate Engineer	88.0	\$45.00	\$3,960.00
Assistant Engineer	73.0	\$39.70	\$2,898.10
Registered Surveyor	22.0	\$58.35	\$1,283.70
Senior Technician	190.0	\$35.20	\$6,688.00
Associate Technician	78.0	\$31.50	\$2,457.00
Clerical	69.0	\$32.75	<u>\$2,259.75</u>

Total Direct Salary Costs: \$39,293.95

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 185.69% \$72,964.94

3. Fixed Fee: 15% of Items 1 & 2 \$16,838.83

4. Direct Nonsalary Expenses

Travel	240 Miles @	\$0.655	\$157.20
Meals	5 Days @	\$59.00	\$295.00
Motel	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			\$1,360.00
Drilling Expenses (See Exhibit A1)			<u>\$0.00</u>

Total Expenses: \$1,812.20

5. Subtotal of Items 1 - 4 \$130,909.92

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$130,909.92

Rounded: \$130,900.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT B
BIDDING PHASE
Crete Municipal Airport 3-31-0022-017/018**

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	7.0	\$79.56	\$556.92
Project Engineer	5.0	\$65.00	\$325.00
Design Manager	14.0	\$55.64	\$778.96
Associate Engineer	9.0	\$46.80	\$421.20
Assistant Engineer	0.0	\$41.29	\$0.00
Registered Surveyor	0.0	\$60.68	\$0.00
Senior Technician	4.0	\$36.61	\$146.43
Associate Technician	0.0	\$32.76	\$0.00
Clerical	18.0	\$34.06	<u>\$613.08</u>

Total Direct Salary Costs: \$2,841.59

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 185.69% \$5,276.55

3. Fixed Fee: 15% of Item 1 & 2 \$1,217.72

4. Direct Nonsalary Expenses

Travel	60 Miles @	\$0.655	\$39.30
Meals	- Days @	\$59.00	\$0.00
Motel	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			<u>\$844.00</u>

Total Expenses: \$883.30

5. Subtotal of Items 1 - 4 \$10,219.17

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$10,219.17

Rounded: \$10,200.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C
CONSTRUCTION PHASE SERVICES
Crete Municipal Airport 3-31-0022-017/018
Based on estimated 150 working days

1. <u>Direct Salary Costs</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
<u>Title</u>			
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	63.0	\$79.56	\$5,012.28
Project Engineer	96.0	\$65.00	\$6,240.00
Design Manager	0.0	\$55.64	\$0.00
Associate Engineer	185.0	\$46.80	\$8,658.00
Assistant Engineer	215.0	\$41.29	\$8,876.92
Registered Surveyor	8.0	\$60.68	\$485.47
Senior Technician	41.0	\$36.61	\$1,500.93
Associate Technician	8.0	\$32.76	\$262.08
Clerical	84.0	\$34.06	<u>\$2,861.04</u>
Total Direct Salary Costs:			\$33,896.72
2. <u>Labor and General & Administrative Overhead</u>			
Percentage of Direct Salary Costs*	185.69%		\$62,942.82
3. <u>Fixed Fee: 15% of Item 1 & 2</u>			\$14,525.93
4. <u>Direct Nonsalary Expenses</u>			
Travel (automobile)	320 Miles @	\$0.655	\$209.60
Travel (pickup)	3,120 Miles @	\$0.750	\$2,340.00
Meals (per diem)	57 Days @	\$59.00	\$3,363.00
Motel (actual)	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			\$150.00
Testing - See Exhibit C1			<u>\$12,890.00</u>
Total Expenses:			\$18,952.60
5. Subtotal of Items 1 - 4			<u>\$130,318.07</u>
6. Subcontract costs (Testing) - see Exhibit C1			\$0.00
7. Not-to-Exceed Total (Items 5 & 6)			\$130,318.07
Rounded:			\$130,300.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT C1
ESTIMATE OF
CONSTRUCTION TESTING COSTS
Crete Municipal Airport 3-31-0022-017/018**

LABORATORY:

Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS

<u>SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
Item P-152 Excavation/Embankment			
D-698)	2	\$175.00	\$350.00
Atterberg Limits (ASTM D-2487)	2	\$135.00	\$270.00
Percent Passing #200 Sieve (ASTM C-117)	2	\$45.00	\$90.00
Project Manager Review	2	\$150.00	\$300.00
			\$1,010.00
Item P-209 Aggregate Base Course			
Atterberg Limits (ASTM D-2487)	1	\$135.00	\$135.00
Sodium Sulfate Soundness (ASTM C-88)	1	\$350.00	\$350.00
L.A. Abrasion (ASTM C-131)	1	\$400.00	\$400.00
D-698)	2	\$175.00	\$350.00
136)	2	\$100.00	\$200.00
Flat and Elongated Particles (ASTM D-4791)	2	\$100.00	\$200.00
Fractured Faces (ASTM D-5821)	0	\$100.00	\$0.00
Hydrometer (ASTM D-5821)	0	\$200.00	\$0.00
Project Manager Review	2	\$150.00	\$300.00
			\$1,935.00
P-501 Portland Cement Concrete Pavement			
Trip Charge	4	\$125.00	\$500.00
Engineering Technician	40	\$80.00	\$3,200.00
Concrete Test Sets - Cylinders	8	\$100.00	\$800.00
Compressive Strength Tests (ASTM C-78)	16	\$20.00	\$320.00
Concrete Length Determination (ASTM C-174)	8	\$30.00	\$240.00
Spare Cylinders	8	\$20.00	\$160.00
Project Manager Review	4	\$150.00	\$600.00
			\$5,820.00
P-610 Structural Concrete			
Compressive Strength Tests (ASTM C-78)	20	\$20.00	\$400.00
Concrete Test Sets - Cylinders	10	\$100.00	\$1,000.00
Spare Cylinders	10	\$20.00	\$200.00
Trip Charge	5	\$125.00	\$625.00
Engineering Technician	20	\$80.00	\$1,600.00
Project Manager Review	2	\$150.00	\$300.00
			\$4,125.00
TOTAL			\$12,890.00

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

EXHIBIT D
CLOSE OUT PHASE SERVICES
Crete Municipal Airport 3-31-0022-017/018

1.	<u>Direct Salary Costs</u>	Direct Salary	Total
		<u>Hours</u>	<u>Rate/Hour</u>
	<u>Title</u>		<u>Costs (\$)</u>
	Principal / Team Leader	0.0	\$0.00
	Senior Engineer	6.0	\$477.36
	Project Engineer	1.0	\$65.00
	Design Manager	0.0	\$0.00
	Associate Engineer	12.0	\$561.60
	Assistant Engineer	8.0	\$330.30
	Registered Surveyor	0.0	\$0.00
	Senior Technician	34.0	\$1,244.67
	Associate Technician	0.0	\$0.00
	Clerical	6.0	\$204.36
			\$204.36
	Total Direct Salary Costs:		\$2,883.30
2.	<u>Labor and General & Administrative Overhead</u>		
	Percentage of Direct Salary Costs*	185.69%	\$5,353.99
3.	<u>Fixed Fee: 15% of Item 1 & 2</u>		\$1,235.59
4.	<u>Direct Nonsalary Expenses</u>		
	Travel	0 Miles @	\$0.00
	Meals	0 Days @	\$0.00
	Motel	0 Days @	\$0.00
	Copies, Prints, Shipping		\$320.00
			\$320.00
	Total Expenses:		\$320.00
5.	Subtotal of Items 1 - 4		\$9,792.88
6.	Subcontract costs		\$0.00
7.	Lump Sum Amount (Items 5 & 6)		\$9,792.88
	Rounded:		\$9,800.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

**EXHIBIT E
ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
Crete Municipal Airport 3-31-0022-017/018**

LABORATORY / DRILLING: Olsson, Inc., Lincoln, NE

<u>LIST ALL ANTICIPATED COSTS</u> <u>SERVICE OR TEST</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Estimated</u> <u>Total</u> <u>Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$675.00	\$675.00
Drilling Cost (per lf)	50	\$29.00	\$1,450.00
Samples	16	\$35.75	\$572.00
Cores	1	\$65.00	\$65.00
Bore Hole & Core Hole Repairs	2	\$65.00	\$130.00
DCP	0	\$125.00	\$0.00
Per Diem (2 Individuals)	0	\$475.00	\$0.00
	SUBTOTAL		\$2,892.00

A total of three (3) soil test borings will be performed. Two (2) to a depth of 20 feet and one (1) to a depth of 10 feet. Four (4) CBR points are included in this scope of work for pavement design.

ANTICIPATED LABORATORY TEST

UNCONFINED COMPRESSIONS	7	\$45.00	\$315.00
DENSITY/MOISTURE	4	\$30.00	\$120.00
MOISTURE CONTENT ONLY	2	\$20.00	\$40.00
ATTERBERGS	2	\$95.00	\$190.00
STANDARD PROCTORS	1	\$170.00	\$170.00
SWELL/COLLAPSE TEST	1	\$250.00	\$250.00
CBR (1 POINT)	4	\$230.00	\$920.00
HYDROMETER	1	\$165.00	\$165.00
			\$2,170.00

SUBCONSULTANT LABORATORY ANALYSIS

Soil Corrosivity (Subconsultant)	1	\$90.00	\$90.00
			\$90.00

ENGINEERING & REPORT PREPARATION

Engineering (per Hour Average)	47	\$115.00	\$5,405.00
	SUBTOTAL		\$5,405.00

TOTAL \$10,557.00

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 14, 2025 between City of Crete, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



July 24, 2024

Attn: Mr. Mike Hodge
Olsson, Inc.
601 P Street
Lincoln, NE 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2023 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2023. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 185.69%

Total Fringe Benefits	\$ 43,402,275
Total General and Administrative Expenses	125,107,294
Computer Expenses	<u>19,377,923</u>
Subtotal	\$ 187,887,492
Less computer expenses already included in general and administrative expenses	(4,668,246)
Subtotal	<u>183,219,246</u>
Divided by Direct Labor	÷ <u>98,669,818</u>
	\$ <u>1.8569</u>

In summary, for every \$1.00 of direct labor paid, there is \$1.86 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.

Kyle Hofeldt
Audit Director

LUTZ & COMPANY, PC

13616 CALIFORNIA STREET, SUITE 300, OMAHA, NE 68154-5336 | 402.496.8800 | INFO@LUTZ.US | WWW.LUTZ.US

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by NDOT and FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Nebraska Department of Transportation – Aeronautics Division and the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501





Executed by Olsson on this 14th day of February, 2025.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF CRETE
243 East 13th Street
Crete, NE 68333

ATTEST

Title

Executed by the Sponsor on this _____ day of _____, 2025.

ORDINANCE NO. 2236

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO BUILDING REGULATIONS; TO AMEND SECTION 9-1203 OF THE CRETE MUNICIPAL CODE; ALLOWING FOR POOLS .

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

Section 1. That Chapter 9, Article 12, Section 9-1203 of the Crete Municipal Code be amended as follows:

9-1203 Swimming Pool And Spa Code; Amendments

- (1) Section 101.1 shall be amended to read as follows: These regulations shall be known as the Swimming Pool and Spa Code of the City of Crete, hereinafter referred to as “this code”.
- (2) Section 103 shall be deleted in full.
- (3) Section 104.1 shall be amended to read as follows: The code official is hereby authorized and directed to enforce the provisions of this code.
- (4) Section 104.8 shall be deleted in full.
- (5) Section 105.6.2 shall be amended to read as follows: The fees for work shall be as determined by the City Council.
- (6) Section 105.6.3 shall be amended to read as follows: The code official shall authorize the refunding of fees on a sliding scale based on the amount of City review that has been provided. The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.
- (7) Section 107.4 shall be amended to read as follows: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair a pool or spa in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of an infraction punishable by a fine of not more than five hundred dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (8) Section 107.5 shall be amended to read as follows: Upon notice from the code official, work on any system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists. The code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction punishable by a fine of not more than five hundred dollars. Each day that a violation continues shall be deemed a separate offense.
- (9) Section 108 shall be deleted in full.
- (10) Section 305.1 shall be amended to read as follows: The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and where pools are equipped with a powered lockable safety cover complying with ASTM F1346, the areas where those pools, spas, or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.
- (11) Section 305.6 shall be amended to read as follows: In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along

the shoreline, and required barriers extend to and beyond the waters edge to a water depth of not less than 6 inches, a barrier is not required between the natural body of water shoreline and the pool or spa area.

Section 2. That the changes specified in the above section shall be codified as part of the Crete Municipal Code as stated herein.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby 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 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. This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the ____ day of March 2025.

Mayor

ATTEST:

City Clerk

Seal

ORDINANCE NO. 2237

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO PLANNING AND ZONING; TO AMEND SECTION 11-303 OF THE CRETE MUNICIPAL CODE; TO AMEND TO REQUIRE ALL SUBDIVISIONS RECEIVE APPROVAL, REGARDLESS OF SIZE OF THE PROPERTY.

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

Section 1. That Chapter 11, Article 3, Section 11-303 of the Crete Municipal Code be amended as follows:

11-303 Applicability

- (1) Any plat hereafter made for each subdivision or part thereof lying within the jurisdiction of this Article shall be prepared for approval and recorded as herein prescribed. The regulations contained herein shall apply to the subdivision of a lot, tract, or parcel of land into two or more lots, tracts, or other division of land for the purpose of sale or development, whether immediate or future, including the resubdivision or replatting of land or lots, ~~except that the division of land when the smallest parcel created is more than ten acres in area shall be exempt from these regulations.~~ Further, the regulations set forth by this Article shall be minimum regulations which shall apply uniformly throughout the jurisdiction of this Article except as hereafter provided.
- (2) Each separate principal use or building within the jurisdiction of this Article shall be situated on a separate and single subdivided lot of record unless otherwise provided in the zoning ordinances of the City of Crete, Nebraska.
- (3) No subdivision of land shall be permitted within the jurisdiction of this Article unless a plat is approved in accordance with the provisions of this Article. Further, no lot in a subdivision may be sold, transferred, or negotiated to sell; no permit to erect, alter or repair any building upon land in a subdivision may be issued; and, no building may be erected in a subdivision unless a final plat has been approved by the City Council and recorded with the Saline County Register of Deeds.
- (4) These regulations shall not apply to the following:
 - ~~a. To a subdivision of land whereby the smallest parcel created or remaining is more than ten acres.~~
 - b. (a). The subdivision of burial lots in cemeteries.
 - c. (b). A change in the boundary between adjoining lands which does not create an additional lot or results in a non-conformity of an existing lot.

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

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

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

PASSED AND ENACTED the ____ day of March 2025.

Mayor

ATTEST:

City Clerk

Seal

ORDINANCE NO. 2238

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; VACATE THE NORTH 34 FEET OF TWENTY FIRST STREET WEST OF OAK AVENUE ABUTTING LOT 6, BLOCK 55, ORIGINAL TOWN, CRETE, SALINE COUNTY, NEBRASKA; AND TO RESERVE TITLE AND 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:

The North 34 feet of Twenty First Street West of Oak Avenue, Abutting Lot 6, Block 55, Original Town, Crete, Saline County, Nebraska.

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

Section 3. That the City of Crete shall maintain the title to the property vacated for the purpose of selling the property.

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 4th day of March, 2025.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2239

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE SALE OF REAL ESTATE OWNED BY THE CITY; TO DIRECT THE CONVEYANCE OF SUCH REAL ESTATE; AND TO PROVIDE NOTICE AND PUBLICATION OF THE SALE.

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

Section 1. That it is in the best interests of the City for the following described real estate to be sold and conveyed:

The North 34 feet of Twenty First Street West of Oak Avenue, Abutting Lot 6, Block 55, Original Town, Crete, Saline County, Nebraska.

Section 2. That the sale of said real estate shall be to Hernandez Holdings, LLC for an amount not less than Four Thousand One Hundred Forty-Eight Dollars (\$4,148.00) and the agreement to start development of the property within one year of this purchase.

Section 3. That notice of the sale and the terms thereof shall be published for three consecutive weeks in a legal newspaper of general circulation in the City of Crete in order to afford the public such rights of remonstrance as are provided for by law.

Section 4. That this Ordinance shall be in full force and take effect upon completion of the remonstrance period so long as there are no petitions in opposition submitted to the City Clerk within the 30 days of the passage and publication of this Ordinance.

PASSED AND ENACTED the 4th day of March 2025.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2240

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO WAGES AND SALARIES; TO AMEND ORDINANCE NO. 2214, 2215, 2223 AND 2235 TO ADJUST THE WAGES AND SALARIES OF CITY OFFICERS AND NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF CRETE.

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

Section 1. That the wages and salaries of city officers and non-bargaining unit employees specified in Exhibit A of Ordinance No. 2214, 2215, 2223 and 2235 shall be amended and replaced by the new Exhibit A attached hereto. Said Exhibit shall be incorporated herein and in Ordinance No. 2214, 2215, 2223 and 2235 as though set out in full.

Section 2. That all other sections, provisions, or parts of Ordinance No. 2214, 2215, 2223 and 2235 that are not amended by this ordinance shall remain in full force and effect.

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 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 4th day of March, 2025.

Mayor

ATTEST:

City Clerk

Seal

ORDINANCE 2240 - EXHIBIT A

Amending Ordinance 2235

NON-BARGAINING UNIT OFFICER AND EMPLOYEE SALARIES & WAGES

SALARIED POSITIONS

APPOINTED POSITIONS	Maximum Salary Per Biweekly Pay Period
City Administrator	\$7,347.45
City Attorney	\$5,768.47
City Clerk	\$3,603.40
City Treasurer/Finance Director	\$4,301.17
Fire Chief	\$474.81

NON-APPOINTED POSITIONS	Maximum Salary Per Biweekly Pay Period
Airport Manager	\$2,692.31
Ambulance Administrator	\$363.35
Assistant Fire Chief	\$284.87
Building Inspector	\$3,093.52
Community Assistance Director	\$2,755.54
Deputy City Clerk	\$2,497.97
Economic Development Coordinator	\$2,498.40
Economic Development Director	\$3,660.34
Electric Superintendent	\$4,460.12
GIS Technician & Technical Support Specialist	\$2,848.16
Grant Writer	\$2,413.50
Human Resource Coordinator	\$2,848.65
Human Resources Director	\$3,351.62
IT Director	\$3,672.36
Library Director	\$3,403.82
Media Specialist	\$2,258.57
Office Manager	\$2,872.47
Parks and Recreation Director	\$3,832.36
Police Chief	\$4,584.38
Police Captain	\$3,967.49
Public Works Director	\$4,659.86
SSAR Report Preparation	1/4 Annual State Incentive Payment
Street Superintendent	3/4 Annual State Incentive Payment
Street Supervisor	\$2,946.44

HOURLY POSITIONS

CITY ADMINISTRATION	1	2	3	4	5	6	7	8
Administrative Assistant	\$15.89	\$16.86	\$17.84	\$18.78	\$19.75	\$20.72	\$21.68	\$22.64
Purchasing Clerk	\$21.39	\$22.71	\$24.03	\$25.35	\$26.67	\$27.99	\$29.30	\$30.64
FIRE & RESCUE	1							
Ambulance Attendant	\$24.76							
Ambulance Maintenance	\$17.58							
Firefighter Call Response	\$8.00	per call						

ORDINANCE 2240 - EXHIBIT A
Amending Ordinance 2235

Officer Call Response	\$10.00		per call					
LIBRARY	1	2	3	4	5	6	7	8
Assistant Director	\$22.50	\$23.65	\$24.80	\$25.96	\$27.11	\$28.26	\$29.42	\$30.58
Children's Librarian	\$20.40	\$21.42	\$22.44	\$23.46	\$24.48	\$25.50	\$26.52	\$27.51
Librarian	\$20.40	\$21.42	\$22.44	\$23.46	\$24.48	\$25.50	\$26.52	\$27.51
Library Clerk	\$16.53	\$17.32	\$18.12	\$18.91	\$19.70	\$20.50	\$21.29	\$22.05
Library Aide	\$14.42							
PARKS & RECREATION	1	2	3	4	5	6	7	8
Parks Groundskeeper I	\$18.72	\$19.66	\$20.61	\$21.56	\$22.51	\$23.45	\$24.40	\$25.36
Park Facilities and Groundskeeper	\$22.66	\$23.63	\$24.60	\$25.56	\$26.53	\$27.50	\$28.48	\$29.46
Parks Seasonal Laborer	\$14.62	\$15.00	\$15.39	\$15.79	\$16.20			
Pool Cashiers	\$13.50	\$13.85	\$14.21	\$14.58				
Lifeguard/Swim Instructor	\$14.05	\$14.42	\$14.79	\$15.17				
Pool Manager/Swim Coach	\$16.05	\$16.47	\$16.90	\$17.33	\$17.79	\$18.25		
Asst. Pool Manager/Asst. Coach	\$15.05	\$15.44	\$15.84	\$16.25				
Recreation Coordinator	\$23.79	\$24.87	\$25.96	\$27.04	\$28.12	\$29.20	\$30.28	\$31.35
Referees/Coaches	\$13.50							
Training Pay	\$12.00							
POLICE	1	2	3	4	5	6	7	8
Administrative Assistant (PD)	\$18.12	\$19.22	\$20.32	\$21.42	\$22.53	\$23.63	\$24.73	\$25.80
Code Enforcement Officer	\$20.04	\$21.10	\$22.17	\$23.23	\$24.29	\$25.35	\$26.41	\$27.47
Noncertified Conditional Officer	\$23.07							
PUBLIC WORKS	1	2	3	4	5	6	7	8
ADMINISTRATION								
Admin Asst/Asst Office Manager	\$22.59	\$23.76	\$24.93	\$26.09	\$27.26	\$28.42	\$29.59	\$30.78
Bookkeeper	\$19.42	\$20.59	\$21.77	\$22.95	\$24.12	\$25.30	\$26.48	\$27.65
Customer Service Rep.	\$22.66	\$24.13	\$25.61	\$27.08	\$28.55	\$30.02	\$31.50	\$32.97
Janitor/Custodian	\$16.32	\$16.98	\$17.65	\$18.32	\$18.99	\$19.66	\$20.33	\$20.98
Custodial Support	\$13.50							
Transfer Station Attendant	\$13.69	\$14.06	\$14.43	\$14.80	\$15.18			
Additional Duty	\$0.65	\$1.02	\$1.39	\$1.75	\$2.11	\$2.48	\$2.85	\$3.21
Meter Reader	\$0.40							
		per meter						
CEMETERY								
Cemetery Sexton	\$22.66	\$24.13	\$25.61	\$27.08	\$28.55	\$30.02	\$31.50	\$32.97
Seasonal/Laborer	\$13.69	\$14.06	\$14.43	\$14.80	\$15.18			
ELECTRIC								
Electric Foreman	\$35.97	\$37.54	\$39.10	\$40.67	\$42.23	\$43.79	\$45.36	\$46.93
Electric Groundperson	\$24.41	\$25.80	\$27.22	\$28.63	\$30.04	\$31.44	\$32.85	\$34.27
Electric Lineman I	\$35.32	\$36.83	\$38.33	\$39.84	\$41.34	\$42.85	\$44.36	\$45.87
Electric Lineman II	\$29.15	\$30.56	\$31.98	\$33.40	\$34.82	\$36.23	\$37.65	\$39.06

ORDINANCE 2240 - EXHIBIT A
Amending Ordinance 2235

Power Plant Operator		\$29.15	\$30.56	\$31.98	\$33.40	\$34.82	\$36.23	\$37.65	\$39.06
Power Plant Superintendent		\$32.78	\$34.05	\$35.33	\$36.61	\$37.89	\$39.17	\$40.44	\$41.73
	STREET								
Street Foreman		\$26.11	\$27.38	\$28.66	\$29.94	\$31.22	\$32.49	\$33.77	\$35.08
Street Operator		\$22.66	\$24.13	\$25.61	\$27.08	\$28.55	\$30.02	\$31.50	\$32.97
	WASTEWATER								
Wastewater Lead Operator		\$28.20	\$29.63	\$31.06	\$32.50	\$33.93	\$35.36	\$36.79	\$38.24
Wastewater Operator		\$23.32	\$24.84	\$26.35	\$27.87	\$29.38	\$30.90	\$32.41	\$33.93
Wastewater Superintendent		\$35.46	\$37.16	\$38.87	\$40.58	\$42.29	\$43.99	\$45.70	\$47.38
	WATER								
Water Foreman		\$27.60	\$29.02	\$30.43	\$31.84	\$33.25	\$34.66	\$36.07	\$37.45
Water Operator		\$22.66	\$24.13	\$25.61	\$27.08	\$28.55	\$30.02	\$31.50	\$32.97
Water Superintendent		\$29.05	\$30.57	\$32.09	\$33.62	\$35.14	\$36.67	\$38.19	\$39.75

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE STATIC DISPLAY LOAN AGREEMENT WITH THE NATIONAL MUSEUM OF THE UNITED STATES AIRFORCE

WHEREAS, the City of Crete (“City”), a municipal corporation, holds property owned by the National Museum of the United States Airforce for static display at Crete Municipal Airport; and

WHEREAS, the City of Crete, Nebraska must periodically sign a loan agreement to keep the property on display.

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

That the Mayor, David Bauer, be authorized to sign the 2024-2019 Static Display Loan Agreement with the National Museum of the United States Air Force.

PASSED AND APPROVED this 4rd day of March, 2025.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2025-03

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0022-017/18-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Crete, Nebraska, that:

1. The City of Crete shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0022-017/18-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of Crete is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Crete, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

PASSED AND APPROVED this 4rd day of March, 2025.

Mayor

ATTEST:

City Clerk

Resolution No. _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF CRETE, NEBRASKA, SPONSOR OF CRETE MUNICIPAL AIRPORT, HELD ON _____, 2025.

The following resolution was introduced by _____, read in full, seconded by _____ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0022-017/18-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Crete, Nebraska, that:

1. The City of Crete shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0022-017/18-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of Crete is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Crete, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ____ voted yea, and ____ voted nay, and the resolution therefore was declared passed and approved on _____, 2025.

ATTEST: _____
Clerk

Mayor

AGENCY AGREEMENT

Project No. 3-31-0022-017/018-2025 (B05)

This is an agreement between the City of Crete, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Crete Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.

- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

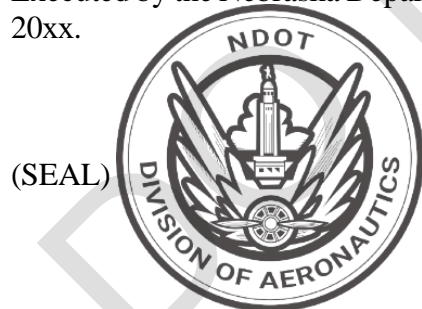
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this xx day of xxxx 20xx.



DO NOT SIGN

Director

Executed by the Airport Sponsor this xx day of xxxxxxxx, 20xx.

DO NOT SIGN

Clerk

DO NOT SIGN

Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

Lease Date _____

**CITY OF CRETE, NEBRASKA AIRPORT
T-HANGAR LEASE AGREEMENT**

This Agreement is entered into between the City of Crete, Nebraska (“City”) and the individual, business entity, or other association listed in Part 1 below (“Lessee”).

AGREEMENT:

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

PART I: LESSEE AND AIRCRAFT INFORMATION.

HANGAR NO: _____

Name of Lessee: _____

Name of Primary Contact (if a business): _____

Address: _____

Telephone: Business (____) _____ - _____ Home/Cell (____) _____ - _____

E-mail: _____

Preferred method of communication: Mail _____ E-mail _____ Phone _____

Secondary Contact Name : _____

Secondary Contact Phone: (____) _____ - _____

Year, Make, and Model of Aircraft: _____

Aircraft Registration (Tail) Number: _____

Lessee Rent Payment Schedule:

Annual _____ Quarterly _____

PART II: GENERAL TERMS AND CONDITIONS.

§2.01 Hangar Space Provided; Use of Hangar Space.

Lessee shall be entitled to possess and use hangar _____ located on the real property owned by the City.

The Premises shall be used solely for storage and maintenance of aircraft owned or partly owned by lessee and of any parts, fixtures, tools, supplies, or equipment associated with the aircraft.

§2.02 Payment for Hangar Space; Method of Payment; Prepayment of Rent; Late Payments and Late Fees.

Lessee shall pay monthly rent to the City in the amount of _____ per month. All rents are due and payable the first day of each month. In the event the initial period commences on a day other than the first day of such month, the rent for the first month shall be prorated.

All payments shall be made by card, check, ACH deposit, or other appropriate payment mechanism as determined by the City.

Payments are due the first day of each month. Lessee must pay quarterly or annually and must notify the City of which interval they wish to pay in. Lessee must ensure payments remain current to the month no matter the prepayment schedule they select.

The City shall impose a late charge on all overdue rent payments in the amount of **Twenty-Five Dollars (\$25.00)** on all payments more than five (5) days past due. The City shall impose an additional late charge on all overdue rent payments in the amount of **Twenty-Five Dollar (\$25.00)** on all payments more than 30 days past due. Failure to pay after Sixty (60) days shall be a substantial breach and the City shall proceed with termination of this agreement and eviction at that time.

§2.03 Lease Term.

The lease shall start on _____ and will last twelve months, ending on _____. The parties may extend the term of the lease for up to two (2) additional twelve (12) month periods if mutually agreed to in writing. Any additional terms shall be bound by the same terms and conditions as the original lease term. The City reserves the right to increase the hangar rental rate prior to the lease extensions.

§2.04 Rental Deposit.

The Lessee shall provide a deposit equal to 3 month's rent at the signing of this agreement. This deposit shall be returned to the Lessee once this agreement is completed and a satisfactory inspection of the hangar for any damage beyond standard wear and tear is completed. The deposit shall be used to cover the cost to repair excessive damage caused by the Lessee, the cost of removing and disposing of items left in the hangar, or the remaining balance on the Lessee's account. Any funds remaining after covering these costs shall be returned to the Lessee. If the cost for removal of property or excessive damage surpasses the deposit amount, the Lessee will be billed for the remaining balance.

§2.05 Authorized Aircraft; Aircraft Changes; Aircraft Restoration/Construction.

The City shall use Federal Aviation Administration ("FAA") records to determine aircraft ownership. Lessee must be named on the FAA aircraft registration for the primary aircraft intended to be stored on the Premises and on the proof of insurance for the duration of the lease, and Lessee must demonstrate at least twenty percent (20%) ownership of the aircraft. Lessee agrees to provide notice to the City of any change in aircraft ownership or aircraft registration number within thirty (30) days of such change.

In the event Lessee sells, disposes, or otherwise loses ownership of the authorized aircraft, Lessee shall notify the City in writing within fifteen (15) business days and must place another aircraft owned or partly owned by Lessee in the Premises within 270 days of the notification and provide the year, make, model, and aircraft registration number to the City. If another aircraft has not been placed in the Premises at the end of the 270 days or the City is not informed of the new aircraft, this lease shall be terminated unless an extension has been approved in writing by the City.

If Lessee intends to store an aircraft that is not airworthy or intends to restore, construct, or engage in the major repair of an aircraft, the project must first be registered with the City, and a mutually agreeable work schedule to complete the project aircraft must be arranged. Such work shall be allowed as long as discernible progress is made towards project completion on a continual basis. A periodic project status report demonstrating discernible progress pursuant to the agreed upon work schedule shall be provided to the City upon request. Failing to provide evidence of discernible progress or a reasonable explanation for delay will result in a default of the terms and conditions of this lease. In order to confirm condition and airworthiness of an aircraft, each tenant shall have an annual or condition inspection of their aircraft by a properly certified mechanic each year.

§2.06 Surrender of Premises; Removal of Personal Property.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this lease, the City may enter the Premises and remove all of Lessee's property.

Upon vacation of the Premises or termination of the Lease, Lessee agrees to immediately remove all of its belongings, possessions, or materials from the Premises. If any such belongings, possessions, or materials are not so removed, the City shall have the right to remove such items at Lessee's expense.

Failure to peaceably surrender possession of the Premises will result in the Lessee being charged with all cleaning and legal fees related to the eviction from the Premises.

§2.07 Right of Ingress and Egress.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility. City shall have right to enter and inspect the Premises with twenty-four (24) hours' notice to the Lessee.

No third party shall work on site without prior written consent of the City and providing proof of insurance.

§2.08 Hangar Repairs, Modifications, or Improvements.

Lessee shall immediately report to the City any damage to or defects in the Premises. In the event any repairs or improvements need to be made, installed, or completed on the Premises, whether or not caused by or attributable to the actions or negligence of Lessee, any and all such repairs or improvements are to be completed by the City or a contractor of its choice. Any repairs needed to be made due to the actions, negligence, or omission of Lessee shall be paid by Lessee within fourteen (14) days after notification of such charges.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the City.

§2.09 Destruction of Property.

In the event of a partial destruction of the Premises, the City shall endeavor to repair the damage in a reasonable and timely fashion, provided the repairs can be made within sixty (60) days. Any partial destruction shall neither annul nor void this lease. Lessee shall be entitled to an equitable and/or pro rata reduction of rent while the repairs are being made.

In the event the City cannot make the repairs within the specified time or the repairs are impracticable or not cost-effective in light of the damage to the Premises, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable and/or pro rata basis.

§2.10 Incorporation of Rules and Regulations.

All parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations shall be incorporated herein by reference, and all rights, duties, and responsibilities contained therein shall be fully binding on both parties as if wholly set out in this agreement.

PART III: BREACHES AND TERMINATION.

§3.01 Early Termination.

The City may terminate the lease at any time without penalty by giving Lessee at least sixty (60) days written notice.

This lease may also be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination condition, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

§3.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of the Lessee, the City will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The City may allow Lessee time to cure a breach of the lease; however, allowing Lessee time to cure a breach does not waive the City's right to terminate the lease for the same or different breach which may occur at a different time.

§3.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from the performance of the lease if the Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on Force Majeure Event, Lessee must file a written request for such relief with the City.

§3.04 Non-Waiver/Waivers in Writing.

The City's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease. No custom or practice of the parties which varies from a term of this lease shall be a waiver of any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the City in writing.

PART IV: SUPPLEMENTAL TERMS AND CONDITIONS

§4.01 Designation of Officials to Execute Lease and Amendments.

The City or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the City.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to execute this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Assignment of Interest.

Lessee may not assign or transfer any interest in this lease or the Premises without the prior, written authorization of the City. If any assignment or transfer is authorized, Lessee shall remain solely responsible for all obligations under this lease and for the conformance to the terms and conditions of this lease by any assignee or transferee. Any breach or default of this lease by any assignee or transferee shall be considered a breach or default of Lessee.

§4.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§4.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested. To the parties at their respective addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or seven (7) calendar days following deposit in the mail. Tenant may elect to receive additional notification via email but shall respond to the email to indicate receipt of the notice.

§4.05 Insurance; Taxes and Assessments.

It shall be the responsibility of Lessee to ensure that its property is covered by a hazard and public liability insurance policy or policies. The hazard insurance policies shall insure the Premises against loss or damage by fire and other perils as required by the Nebraska Standard Fire Insurance Policy and extended coverage endorsements. Property damage shall be insured in an amount not less than One Million Dollars (\$1,000,000) and the public liability insurance policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000). Lessee agrees to provide proof of such liability coverage to the City at the commencement of the Lease Term, prior to any extension, and at any time upon request.

The City must be named a coinsured upon all policies, and the policies must include coverage of loss to the City's property and the property of other lessees caused by the actions, negligence, or omissions of Lessee and its agents, employees, invitees, successors, or assigns. The storage of any aircraft on the Premises without proper insurance coverage shall be deemed a substantial breach of this lease.

Lapsed insurance policies or failure to list the City as a coinsured on the policies shall be considered a substantial breach by the Lessee and shall result in the termination of this agreement.

Lessee shall pay, prior to delinquency, and remain responsible for any and all personal taxes or assessments levied upon the property owned by Lessee and kept or stored upon the Premises. The City shall pay all real estate taxes as they become dues and any and all assessments for the Premises.

§4.06 Non-Liability/Hold Harmless

The City shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property.

Lessee shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the City for any judgments rendered against it.

§4.07 Compliance with Law; Governing Law

Lessee shall comply with all applicable federal, state, and local laws, Federal Aviation Administration Regulations, and the Rules and Regulations of the Crete Airport pertaining to Lessee's use of the Premises and the Airport, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.08 Entire Agreement; Binding Effect; Counterparts; Severability.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.

This agreement or any amendments to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

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

CITY OF CRETE	LESSEE
By: _____ (Authorized Official)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

Lease Date _____

**CITY OF CRETE, NEBRASKA AIRPORT
END UNIT STORAGE LEASE AGREEMENT**

This Agreement is entered into between the City of Crete, Nebraska (“City”) and the individual, business entity, or other association listed in Part 1 below (“Lessee”).

AGREEMENT:

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

PART I: LESSEE AND AIRCRAFT INFORMATION.

HANGAR NO: _____

Name of Lessee: _____

Name of Primary Contact (if a business): _____

Address: _____

Telephone: Business (____) _____ - _____ Home/Cell (____) _____ - _____

E-mail: _____

Preferred method of communication: Mail _____ E-mail _____ Phone _____

Secondary Contact Name : _____

Secondary Contact Phone: (____) _____ - _____

Lessee Rent Payment Schedule:

Annual _____ Quarterly _____ Monthly _____

PART II: GENERAL TERMS AND CONDITIONS.

§2.01 Hangar Space Provided; Use of Hangar Space.

Lessee shall be entitled to possess and use Storage Unit ___ located on the real property owned by the City.

The Premises shall be used solely for storage of personal property. Under no circumstances shall any live animals, combustible fluids or gasses, perishable goods, or illegal substances or items be stored in the Premises. Nor shall the Premises be used as a dwelling or place of business or for any illegal activity or purpose other than the storage of personal property.

§2.02 Payment for Hangar Space; Method of Payment; Prepayment of Rent; Late Payments and Late Fees.

Lessee shall pay monthly rent to the City in the amount of _____ per month. All rents are due and payable the first day of each month. In the event the initial period commences on a day other than the first day of such month, the rent for the first month shall be pro-rated.

All payments shall be made by card, check, ACH deposit, or other appropriate payment mechanism as determined by the City.

Payments are due the first day of each month. Lessee must pay monthly, quarterly, or annually and must notify the City of which interval they wish to pay in. Lessee must ensure payments remain current to the month no matter the prepayment schedule they select.

The City shall impose a late charge on all overdue rent payments in the amount of **Twenty-Five Dollars (\$25.00)** on all payments more than five (5) days past due. The City shall impose an additional late charge on all overdue rent payments in the amount of **Twenty-Five Dollar (\$25.00)** on all payments more than 30 days past due. Failure to pay after Sixty (60) days shall be a substantial breach and the City shall proceed with termination of this agreement at that time.

§2.03 Lease Term.

The lease shall start on _____ and will last twelve months, ending on _____. The parties may extend the term of the lease for up to two (2) additional twelve (12) month periods if mutually agreed to in writing. Any additional terms shall be bound by the same terms and conditions as the original lease term. The City reserves the right to increase the hangar rental rate prior to the lease extensions.

§2.04 Rental Deposit.

The Lessee shall provide a deposit equal to 3 month's rent at the signing of this agreement. This deposit shall be returned to the Lessee once this agreement is completed and a satisfactory inspection of the hangar for any damage beyond standard wear and tear is completed. The deposit shall be used to cover the cost to repair excessive damage caused by the Lessee, the cost of removing and disposing of items left in the hangar, or the remaining balance on the Lessee's account. Any funds remaining after covering these costs shall be returned to the Lessee. If the cost for removal of property or excessive damage surpasses the deposit amount, the Lessee shall be billed for the remaining balance.

§2.05 Surrender of Premises; Removal of Personal Property.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this lease, the City may enter the Premises and proceed with the disposition of Lessee's property according to the Nebraska Disposition of Personal Property Landlord and Tenant Act.

Upon vacation of the Premises or termination of the Lease, Lessee agrees to immediately remove all of its belongings, possessions, or materials from the Premises. If any such belongings, possessions, or materials are not so removed, the City shall have the right to remove such items at Lessee's expense.

Failure to peaceably surrender possession of the Premises will result in the Lessee being charged with all cleaning and legal fees related to the eviction from the Premises.

§2.06 Right of Ingress and Egress.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility. City shall have right to enter and inspect the Premises with twenty-four (24) hours' notice to the Lessee.

§2.07 Hangar Repairs, Modifications, or Improvements.

Lessee shall immediately report to the City any damage to or defects in the Premises. In the event any repairs or improvements need to be made, installed, or completed on the Premises, whether or not caused by or attributable to the actions or negligence of Lessee, any and all such repairs or improvements are to be completed by the City or a contractor of its choice. Any repairs needed to be made due to the actions, negligence, or omission of Lessee shall be paid by Lessee within fourteen (14) days after notification of such charges.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the City.

§2.08 Destruction of Property.

In the event of a partial destruction of the Premises, the City shall endeavor to repair the damage in a reasonable and timely fashion, provided the repairs can be made within sixty (60) days. Any partial destruction shall neither annul nor void this lease. Lessee shall be entitled to an equitable and/or pro rata reduction of rent while the repairs are being made.

In the event the City cannot make the repairs within the specified time or the repairs are impracticable or not cost-effective in light of the damage to the Premises, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable and/or pro rata basis.

§2.09 Incorporation of Rules and Regulations.

All parts, provisions, and definitions found in the Crete Municipal Airport Rules and Regulations shall be incorporated herein by reference, and all rights, duties, and responsibilities contained therein shall be fully binding on both parties as if wholly set out in this agreement.

PART III: BREACHES AND TERMINATION.

§3.01 Early Termination.

The City may terminate the lease at any time without penalty by giving Lessee at least sixty (60) days written notice.

This lease may also be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination condition, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

§3.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of the Lessee, the City will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The City may allow Lessee time to cure a breach of the lease; however, allowing Lessee time to cure a breach does not waive the City's right to terminate the lease for the same or different breach which may occur at a different time.

§3.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from the performance of the lease if the Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on Force Majeure Event, Lessee must file a written requires for such relief with the City.

§3.04 Non-Waiver/Waivers in Writing.

The City's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease. No custom or practice of the parties which varies from a term of this lease shall be a waiver any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the City in writing.

PART IV: SUPPLEMENTAL TERMS AND CONDITIONS

§4.01 Designation of Officials to Execute Lease and Amendments.

The City or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the City.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to executed this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Assignment of Interest.

Lessee may not assign or transfer any interest in this lease or the Premises. Lessee shall remain solely responsible for all obligations under this lease regardless of who they allow to store items within the unit.

§4.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§4.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested. To the parties at their respective addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or seven (7) calendar days following deposit in the mail. Tenant may elect to receive additional notification via email but shall respond to the email to indicate receipt of the notice.

§4.05 Insurance; Taxes and Assessments.

It shall be the responsibility of Lessee to ensure that its property is covered by a general liability insurance policy or policies. The general liability insurance policy shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). Lessee agrees to provide proof of such liability coverage to the City at the commencement of the Lease Term, prior to any extension, and at any time upon request.

The City must be named a coinsured upon all policies, and the policies must include coverage of loss to the City's property and the property of other lessees caused by the actions, negligence, or omissions of Lessee and its agents, employees, invitees, successors, or assigns.

Lapsed insurance policies or failure to list the City as a coinsured on the policies shall be considered a substantial breach by the Lessee and shall result in the termination of this agreement.

Lessee shall pay, prior to delinquency, and remain responsible for any and all personal taxes or assessments levied upon the property owned by Lessee and kept or stored upon the Premises. The City shall pay all real estate taxes as they become dues and any and all assessments for the Premises.

§4.06 Non-Liability/Hold Harmless

The City shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property.

Lessee shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the City for any judgments rendered against it.

§4.07 Compliance with Law; Governing Law

Lessee shall comply with all applicable federal, state, and local laws, Federal Aviation Administration Regulations, and the Rules and Regulations of the Crete Airport pertaining to Lessee's use of the Premises and the Airport, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.08 Entire Agreement; Binding Effect; Counterparts; Severability.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.

This agreement or any amendments to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

ACCEPTANCE PROVISIONS.

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

CITY OF CRETE	LESSEE
By: _____ (Authorized Official)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)



**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

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CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

1. GENERAL

- a. **FAA INFORMATION:** The Crete Municipal Airport (CEK) is a General Aviation Airport.
- b. **APPLICABILITY:** All provisions of the Federal Aviation Regulations, the Nebraska Revised Statutes and state/county regulations, the ordinances of the City of Crete, Nebraska, and these Rules and Regulations apply to all Lessees, users of, and persons on any portion of the property owned or controlled by the City.
- c. **DISSEMINATION AND COMPLIANCE:** Lessees are responsible for the dissemination of, accessibility to, and compliance with these Rules and Regulations by Lessees and their agents, employees, guests, invitees, hirees, families, successors, or assigns.
- d. **INSTRUCTIONS FROM AIRPORT MANAGER:** Instructions issued by the Airport Manager to individual persons or Lessees, whether written or verbal as situations permit, must be complied with inasmuch as such instructions or directives are in the interest of safety, sound management, and efficient operations of the Airport.
 - The Airport Manager shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when the Airport Manager considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Manager determines the conditions of the Airport or any part thereof to be unsafe for taxiing, landings, or takeoffs, the Airport Manager shall issue or cause to be issued a Notice to Airmen (NOTAM) closing the Airport or any part thereof.
- e. **REFUSAL TO COMPLY:** Any person who violates, disobeys, omits, neglects, or refuses to comply with any provisions of these Rules and Regulations or any lawful order issued pursuant thereto may be denied the use of the Airport by the City in addition to the penalties set by federal, state, or local authorities. The City may take such other measures as permitted by law to enforce these Rules and Regulations.
- f. **NON-LIABILITY OF THE CITY:** The City assumes no responsibility for any loss, injury, or damage to persons or property unless caused by gross negligence of the City. The permission granted by the City to use the Airport and its facilities or to fly to, from, or over the same shall be conditioned upon the assumption of full responsibility for any loss, injury, or damage by every person exercising or taking advantage of such permission. It shall be a further condition that each person or entity, as a consideration for the use of the Airport and its facilities, shall at all times release, hold harmless, and indemnify the City, its Board, directors, employees, and agents from any and all responsibility, liability, loss, or damage resulting to such person, entity, or their property unless caused by gross negligence of the City. The use of the Airport by any person or entity, the paying of any fees and charges, or the taking off or landing Aircraft shall be in and of itself an acknowledgement that such person or entity accepts such privileges on the conditions herein set forth.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

2. USE OF AIRPORT AND OPERATION OF AIRCRAFT

a USE OF AIRPORT: Subject to all rules and regulations adopted by the City, whether now in effect or later adopted, Lessees shall have the right to non-exclusive use of the Airport's landing field, runways, and other public facilities. No person shall engage in a commercial operation without first entering into an agreement with the City. *See the Commercial Operations section of these Rules and Regulations.*

b LOITERING/TRESPASSING: No persons, other than an employee of the City or of a business located on the Airport or Lessees making use of their leased hangar, shall loiter on the Airport or in any building on the Airport for a period of time longer than reasonably necessary to (1) transact business or (2) meet persons arriving/departing a flight. Trespassing within or on the Airport is prohibited.

c CONTROL/SAFETY DEVICES: Disconnecting, bypassing, or otherwise compromising any control or safety device on any Airport facility is prohibited. Any such action shall be considered a valid reason to terminate any lease and/or deny persons the use of the Airport. Lessees are responsible for security/control within their leased areas and for controlling access to doors, gates, and other passageways into and within the Air Operations Area (AOA). A breach in security caused by a Lessee that results in a finding of negligence by the Airport Manager will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.

d OPERATION OF AIRCRAFT: Lessees are responsible for operating any aircraft on the Airport in accordance with all applicable State and Federal Aviation Rules and Regulations.

e INSTRUCTOR AND STUDENT RESPONSIBILITIES: Instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an aircraft independent of an instructor, it shall be the student's sole responsibility to observe and abide by these Rules and Regulations.

f MODEL AIRCRAFT/DRONES/ROCKETS: Use of radio controlled model aircraft and/or drones or launching of rockets within or on Airport property without Airport Manager permission is prohibited.

3. REPORTING; ACCIDENTS OR INCIDENTS

All persons shall report situations that may potentially affect health, welfare, or safety of persons and/or property to the Airport Manager as soon as practical. Any person involved in or witnessing an aircraft or vehicle accident on the Airport that results in any injury (or death) to a person or damage to property shall remain at the scene, notify the Airport Manager's emergency number as soon as possible, and provide all pertinent information as requested.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

4. WEAPONS; HUNTING/SHOOTING

~~a. FIREARMS: No person shall carry, possess, or otherwise have on his or her person a firearm while in the public areas of the Airport, regardless of whether such person has a permit to carry a concealed handgun under the Concealed Handgun Permit Act. Any person found to be carrying a firearm in any public area shall be ordered to immediately leave the Airport in addition to any other penalties that may be imposed according to law. The Airport Manager is authorized to post conspicuous notice that carrying or possessing a firearm in any public area of the Airport is prohibited.~~

~~b. HUNTING/SHOOTING: There shall be no hunting or shooting of firearms within or on the Airport.~~

5. AIRCRAFT OPERATIONS

a. STARTING OR RUNNING AIRCRAFT ENGINES: No Aircraft engine shall be started or run unless a qualified, certificated pilot or mechanic is attending the Aircraft controls and only in the locations designated for such purposes by the Airport Manager. Exceptions may be made for aircraft with no electrical system where hand-starting/hand-propping is required. No Aircraft engine shall be started without appropriate fire extinguisher equipment readily available. Aircraft engines shall not be operated in such position that persons, structures, or property may be endangered by the path of the Aircraft propeller slip-stream, jet blast, or rotor-wash.

b. SECURING AIRCRAFT: Aircraft shall not be left unattended at any area of the Airport, including leased premises, unless the Aircraft is properly secured to the Airport Manager's satisfaction. Securing of Aircraft shall be the sole responsibility of the owner and/or operator of the Aircraft.

c. TAXIING INTO OR OUT OF HANGARS: Aircraft engines shall not be operated inside any hangar. No Aircraft shall be taxied into or out of a hangar under its own power. ~~Aircraft shall yield the right-of-way to all mowing and snow removal equipment.~~

d. HELICOPTERS: Except in emergencies, no landing or taking-off of helicopters shall be made, except on designated Airport runways, ramps/aprons, or heliports, without express written permission from the Airport Manager.

e. DISABLED AIRCRAFT: Any owner, Lessee, operator, or other person having the control of or the right to control any disabled Aircraft on the Airport shall be responsible for the removal and disposal of any and all parts of the disabled Aircraft within the time frame specified by the Airport Manager. Such removal or disposal is subject to any requirements of or direction by the National Transportation Safety Board, the Federal Aviation Administration, or the Airport Manager and may be delayed pending an investigation of an accident. The Airport Manager is authorized to take any and all necessary action to effect the prompt removal or disposal of disabled Aircraft that obstruct any part of the Airport utilized for Aircraft operations and shall not be liable for any damage or injury which may result from such removal or disposal. Any costs incurred by or on behalf of the City for any removal or disposal of any Aircraft or parts of Aircraft shall be paid to the City by the owner/operator.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

f. **PARKED AIRCRAFT:** Upon direction of the Airport Manager, except as provided for in a lease, the operator of any Aircraft parked at the Airport shall move said Aircraft from the place where it is parked. If the operator refuses to comply with such directions, the Airport Manager may arrange for the relocation of said aircraft at the expense of the owner or operator and shall not be liable for any damage or injury which may result. During snow removal, parking is limited to the ramp/apron until equipment is off the aeronautical use areas, including but not limited to, taxiways, runways, hangar pads, etc. The City does not warrant the security of parked aircraft and is not responsible for any loss or damage through the towing of aircraft, theft, vandalism, weather, or otherwise.

6. VEHICLE OPERATIONS

a. **INGRESS AND EGRESS:** Lessees shall have at all times the right of reasonable ingress to and egress from their leased premises, subject to acts of God, severe weather conditions, acts of war, or physical impossibility. Lessees may only use vehicles authorized by the Airport Manager for vehicular access to the hangars.

b. **SPEED LIMIT:** The maximum speed limit in the T-Hangar area is 15 MPH.

c. **RIGHT-OF-WAY:** Aircraft have the absolute right-of-way at all times. Pedestrians and mowing and snow removal equipment shall have the right-of-way at all times over vehicular traffic.

d. **REPAIR OF MOTOR VEHICLES:** No person shall clean or make any repairs to motor vehicles anywhere on the Airport. Minor repairs necessary to remove inoperable motor vehicles may be permitted if done within a reasonable period of time according to the circumstances; otherwise, the Airport Manager may order such vehicles towed from the Airport at the owner's expense and liability.

e. **REMOVAL:** Vehicles found to be blocking or obstructing Airport operations will be removed at the discretion of the Airport Manager. If any such vehicle cannot be moved because of needed repairs, the Airport Manager may order it towed from the Airport at the owner's expense and liability. The City is not liable for damage to any vehicle or loss of personal property which might result from the act of removal.

f. **PARKING:** All places upon the Airport, unless specifically established or designated for vehicular parking, shall be "No Parking" areas, and no person shall stop, stand, or park a vehicle any place upon the Airport other than at places specifically established or designated for vehicular parking. The City does not warrant the security of parked vehicles and is not responsible for loss or damage through theft, vandalism, weather, or otherwise.

7. HANGAR USE

Lessees shall use the premises primarily for the storage and maintenance of aircraft owned or leased by Lessees. Lessees may store tools, parts, and other equipment necessary for the maintenance of aircraft within hangars in accordance with federal and state laws, regulations, and standards. If a Lessee fails or ceases to store an aircraft in a hangar, their lease is subject to termination. Unleased hangars shall remain vacant, and storing items, loitering, and trespassing in or around unleased hangars is prohibited.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

8. T-HANGAR LEASE

a. **LESSEE AGREEMENT:** Lessees must use leased premises only for the storage and maintenance of aircraft owned or leased by Lessees, as identified in their lease agreements, and for no other use. Lessees may not commit or permit any act to be performed on the property or any omission to occur which would be in violation of any statute, regulation, or ordinance of any governmental body. Lessees shall be responsible for all federal, state, and local permits necessary or required.

b. **PERMITTED ACTIVITIES:**

- i. Lessees, with their own equipment and employees or agents, are allowed to perform minor maintenance, as determined by the Airport Manager, on aircraft within their leased premises, provided it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of Airport facilities by others. In the event the services of an aircraft mechanic are required, the aircraft must be relocated to an authorized maintenance facility on the Airport.
- ii. The cleaning of motor parts or other parts of the aircraft within the hangar may only be performed with nonflammable liquids.
- iii. Lessees may have their aircraft fueled, washed, repaired, or painted by those fixed-base or independent commercial operators authorized to provide such services by agreement with the City.
- iv. The hangar electrical system is designed for light-duty service only. In addition to basic lighting fixtures, only portable electrical appliances with a combined electrical load not to exceed 15 amps may be connected. All such appliances shall be properly grounded.
- v. Vehicles may be parked in Lessee's hangar in conjunction with aircraft use.

c. **PROHIBITED ACTIVITIES:**

- i. The leased premises shall not be used for any non-aeronautical use, including but not limited to, storage of any items not directly related to or associated with the normal use or operation of such aircraft, doping or spray painting, automotive repair or storage, recreational vehicle repair or storage, nor shall the leased premises be used for any commercial purpose.
- ii. Aircraft shall not be fueled, refueled, or drained while the engine is running or while any portion of the aircraft is within the hangar.
- iii. Aircraft batteries shall not be charged while any portion of the aircraft is within the hangar, except for the use of approved low-amperage battery tenders/maintainers.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

- iv. Use of area heaters, regardless of type, is prohibited in the hangars without prior authorization by the Airport Manager. This prohibition does not apply to approved engine pre-heaters.
- v. Smoking or open flames of any kind are strictly prohibited in the T-Hangars or anywhere within the Air Operations Area (AOA) of the Airport without prior authorization by the Airport Manager. This includes, but is not limited to, matches, lighters, barbeques, charcoals, wood fires, propane gas grills, natural gas grills, fuel burning appliances ([including heaters](#)), etc.
- vi. Lessees may store no more than twelve (12) quarts (for single-engine aircraft) or twenty-four (24) quarts (for twin-engine aircraft) of aviation motor oil in their assigned space. Used oil may not be stored and shall be immediately removed from Airport property after maintenance is performed. Lessees may store no more than a combined total of five (5) gallons of gasoline, oil, or other hazardous materials, hazardous maintenance supplies, or combustible or flammable materials and no more than ten (10) aerosol cans in their assigned space, unless stored in an approved flammable storage cabinet. The storing or maintaining of any amounts in excess of the amounts described above shall be cause for immediate termination of a lease with no refunding or prorating of any amounts of prepaid lease payments. In the event of such lease termination, the premises must be immediately vacated by the Lessee, without any further notice being required to be given. *See also the Hazardous Materials Handling section of these Rules and Regulations.*
- vii. No electrical motor or appliances shall be located within 18 inches of the hangar floor.
- viii. Modifying any hangar space is prohibited without prior written permission of the City. Any removal and/or repair by the City to return the T-Hangar to original condition will be at the Lessee's cost.
- ix. The use of a lock, other than the lock issued by the City, on the hangar door is prohibited. The City reserves the right to remove private locks at its discretion.
- x. Vehicles parked or left unattended outside of the T-Hangar are subject to being towed away at owner's expense.

9. HANGAR MAINTENANCE.

a. MAINTENANCE AND DAMAGES: The City shall maintain the T-Hangar at its expense, except that the cost to repair any damage to a leased premises caused by a Lessee or its employees, members, agents, or invitees shall be paid by the Lessee. The Airport Manager should be contacted if maintenance of the hangar or other services are required.

b. SNOW/ICE REMOVAL BY CITY: The City shall provide snow/ice removal in the general area according to the priority established by the FAA. Special requests may be made to the Airport Manager; however, the City will not perform detailed ice or snow removal.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

c. SNOW/ICE REMOVAL BY LESSEES: Lessees shall be responsible for snow or ice removal within their hangars and within three feet (3') of the hangar doors, which will not be serviced by the City snow removal equipment.

10. COMMERCIAL OPERATIONS; SOLICITING.

a. PERMISSION: Persons desiring to engaging in a permanent Commercial Operation at the Airport must enter into an agreement with the City describing the terms and conditions of the proposed commercial operation. Persons desiring to engage in a temporary or transient Commercial Operation, such as helicopter towing operations, agricultural spraying operations, or banner towing, must receive prior written approval of the Airport Manager.

b. FACILITY REQUIREMENTS: Repairs performed by a commercial operation shall be made only on leased sites where specifically permitted by the City. Aircraft repair work may be performed on ramps/aprons only with prior written permission from the Airport Manager. No person shall effect repairs to aircraft or engines, except emergency repairs, unless in the spaces designated for that purpose. Stripping, preparing, doping, and painting of aircraft shall only be performed in facilities approved for such operations and specifically permitted by the City.

c. USE OF HAZARDOUS/FLAMMABLE/COMBUSTIBLE MATERIALS: When using hazardous, flammable, or combustible materials, the cleaning, repair, or maintenance of motor parts and other parts of aircraft shall be performed a safe distance from other aircraft or buildings. If flammable liquids are employed, operations shall be carried out in the open air or in a separate room located in the repair shop section and separated from storage and operation areas by fire resistant partitions in compliance with applicable fire safety regulations. *See also the Hazardous Materials Handling section of these Rules and Regulations.*

d. HANGAR LESSEES: Lessees basing an aircraft at the Airport shall not permit said aircraft to be used for a commercial operation unless such commercial operation is expressly authorized by agreement with the City.

e. COMMERCIAL FLIGHT INSTRUCTION: No person shall permit an aircraft based or maintained at the Airport to be used for commercial flight instruction without compliance with all FAA regulations and written permission of the City.

f. FLYING CLUBS: Flying clubs must be organized corporations under Nebraska law and operate on a nonprofit basis so as not to receive revenues greater than the costs to operate, maintain, acquire, and/or replace flying club aircraft. All flying club aircraft must be registered in the name of the flying club and be owned equally by its members. Club members cannot engage in and club aircraft cannot be used for commercial ventures, purposes, or operations.

- i. A current roster of officers and directors of each flying club must be filed with the Airport Manager.
- ii. All aircraft owned, leased, or used by a flying club must be registered with the Airport Manager.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

g SOLICITING: No person shall solicit, offer for hire or sale, or engage in any commercial operation or charitable activity of any nature on, upon, within, or from the Airport except with the prior approval of the City.

h INSURANCE: Persons engaged in commercial operations are required to obtain and continuously maintain insurance coverage as determined by the City to cover the risks associated with the commercial operation or Airport use that is being undertaken.

11. SAFETY EQUIPMENT:

a FIRE EXTINGUISHERS: At the commencement of their Lease, Lessees shall obtain for placement on the premises and continue to maintain and annually inspect a fire extinguisher of ten pounds (10 lbs.) or higher, class ABC. or of a type and style as shall be designated by the City.

b FIRST AID KITS: All hangars must contain basic first aid kits as designated by the City.

c OTHER: Lessees shall also obtain and maintain any other safety equipment as may be required by the City. The City may change or modify safety equipment requirements for Lessees, at any time, by giving them thirty (30) days' notice of any changed or additional safety equipment requirements.

12. RUBBISH; DEBRIS; STORAGE

Lessees shall keep their leased areas free from rubbish and debris. All fire doors and other fire prevention apparatuses shall be freely accessible and kept unobstructed at all times. Storing boxes, rubbish, pallets, crates, or paper is prohibited.

13. HANGAR REMODELING, MODIFICATION, REPAIRS, IMPROVEMENTS

a REPORTING OF DAMAGE/MODIFICATION REQUESTS: Lessees shall immediately report to the Airport Manager any damage to or defects in their hangars. In no event shall Lessees be allowed or permitted to make any remodeling, modifications, repairs, improvements, etc. to the hangars without the prior written approval and consent of the City.

b REPAIRS/IMPROVEMENTS: In the event any repairs or improvements need to be made, installed, or completed on the premises being rented by a Lessee, whether caused by or attributable to the negligence of the Lessee or not, any and all such repairs or improvements are to be completed by the City or a contractor of its choice. Any repairs needed to be made due to the negligence or omission of a Lessee shall be immediately charged to the Lessee who shall be responsible for paying the same, in its entirety, within fourteen (14) days after receipt of such charges.

c RESTORE PREMISES: In the event a Lessee defaults or terminates a lease agreement, the Lessee shall restore the premises to the condition it had at the beginning of the lease term or as the same may have been remodeled during the lease term, normal wear and tear excepted.

d ATTACHMENTS TO HANGER: Lessee shall not attach any piece of equipment to the interior or exterior of their hangar without express written permission from the City.

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**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

14. HAZARDOUS MATERIALS HANDLING

- a. GENERAL CLEANLINESS: Hangars, including floors, shall be kept clean and clear of the accumulation of oil, grease, flammable liquids, rags, or other waste materials.
- b. STORAGE: Storage in the hangar shall be neat and minimal with unobstructed fire or emergency access to the rear of the hangar at all times. Oily rags or other materials soiled with petroleum-based products may only be stored in metal containers with self-closing, tight-fitting lids. Approved storage of hazardous waste on the Airport must be placed in suitable receptacles with self-closing covers that are properly secured. The use and storage of all flammable materials (solid and liquid) shall be in compliance with all regulatory measures, including the International Fire Code, the Airport's SWPPP, and all applicable federal, state, and local regulations.
- c. STORAGE LIMITS – T-HANGARS: Lessees may store no more than twelve (12) quarts (for single-engine aircraft) or twenty-four (24) quarts (for twin-engine aircraft) of aviation motor oil in their assigned space. Used oil may not be stored and shall be immediately removed from Airport property after maintenance is performed. Lessees may store no more than a combined total of five (5) gallons of gasoline, oil, or other hazardous materials, hazardous maintenance supplies, or combustible or flammable materials and no more than ten (10) aerosol cans in their assigned space, unless stored in an approved flammable storage cabinet. Hazardous and/or combustible or flammable materials are required to be stored in properly marked UL or OSHA approved containers and in an approved flammable storage cabinet.
- d. STORAGE LIMITS – COMMERCIAL OPERATIONS: Commercial operations shall be allowed to maintain and/or store no more than a combined total of two hundred twenty (220) gallons of gasoline, oil, or other hazardous materials, hazardous maintenance supplies, or combustible or flammable materials on the premises. Hazardous and/or combustible or flammable materials are required to be stored in properly marked UL or OSHA approved containers and in approved flammable storage cabinets. The Airport Manager may allow the storing or maintaining of any amounts in excess of the limit listed above upon written request.
- e. DISPOSAL: No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp/apron areas, catch basins or ditches, or elsewhere on the Airport unless into containers clearly identified for the recycling of such liquids.
- f. MSDA SHEETS: Material safety data sheets (MSDS) for all hazardous materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review by the Airport Manager and the Fire Marshal.
- g. SPILL KITS: All hangars shall contain strategically placed spill kits to be used for the immediate containment of any spills. A spill kit must include sufficient absorbents to clean up at least five (5) gallons and spill containment capable of damming or diking a spill.
- h. SPILL CLEANUP: In the event a hazardous spill of any magnitude occurs, the person responsible for causing such spill shall take immediate action and be responsible for the containment, cleanup, and remediation of such hazardous spill.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

PROCEDURES TO BE IMPLEMENTED IN MANAGING A HAZARDOUS SPILL:

- 1) Determine the threat to the immediate public.
- 2) Contain the spill with an absorbent.
- 3) Block all stormwater drains that could be impacted by such spill.
- 4) Apply the proper absorbent from strategically placed spill kits. All liquids and/or absorbents shall be disposed of or reused per applicable regulatory measures.
- 5) Make a record of the spill at the facility.
- 6) Notify the Airport Manager who may have additional requirements based on the nature and quantity of the spill.

i SPILL REPORTING: The City requires the immediate reporting of any hazardous spill in excess of five (5) gallons (calling 911 is deemed sufficient). Hazardous spills that require reporting include, but are not limited to, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous.

j LIABILITY: All hazardous, flammable, and/or toxic materials shall be used, stored, and disposed of in accordance with these Rules and Regulations and all applicable federal, state, and local laws, rules, and regulations and at the sole risk of the user. The user of any hazardous substance shall be fully and personally liable for any violation of such rule, regulation, or law, along with the cost of any cleanup or damage that may result from such use. Should the Airport Manager determine that, during the course of an environmental incident, the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the Airport Manager), the Airport Manager reserves the right to take action and/or employ those services that the Airport Manager determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

15. AVIATION FUELING OPERATIONS AND HANDLING

a PERMISSION: Except for self-fueling, fuels shall only be dispensed on the Airport by those fixed-base operators and self-fueling entities that have a written agreement with the City granting such permission, and the fueler shall comply with all orders, procedures, and minimum standards for commercial aeronautical activities set forth by the City.

b TRAINED OPERATOR: A properly trained operator shall be present, responsive, and in direct view of all operating controls and equipment at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. The operator shall not block open, disengage, and/or deactivate the “deadman” switch while fueling and/or transferring fuel.

c TRAINING: Except for self-fueling and self-service fueling, no person shall fuel or defuel an aircraft until that person is properly trained. Records shall be kept by all fixed-base operators documenting the training provided and qualifications of each person trained. Recurrent training shall be provided on a regularly scheduled basis but not less than annually. All records shall be subject to review and/or inspection by the Airport Manager or Fire Marshal.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

d. FUELING: No aircraft shall be fueled with an engine running (hot-fueling) unless prior authorization has been obtained from the Airport Manager and the fueling operator.

- i. No aircraft shall be fueled or defueled unless the point of contact between the fuel transfer device (e.g., fuel nozzle) and the aircraft fuel tank is at least eight feet (8') away from any hangar structure or enclosed space. Aircraft fuel handling shall be conducted outdoors and at least 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Fire Marshal.
- ii. Fueling hoses, funnels, and apparatuses shall be equipped with a bonding device to prevent the ignition of volatile liquids. During any fueling process, the aircraft and the fueling apparatus shall both be bonded to equalize voltage potential.

e. HAULING/PORTABLE FUEL TANKS: The hauling of fuel tanks in any vehicle shall conform to the current applicable provision of the DOT Hazmat Guidelines, all applicable regulatory measures, and all appropriate NFPA guidelines.

f. CONTAINERS: Pouring or gravity transfer of fuel from containers larger than five (5) gallons is prohibited. All containers shall be approved by the Fire Marshal and shall be an approved type pursuant to UFC Sec. 79.104 and legibly labeled. Capacity shall conform to UFC Table No. 79.104.

g. SPARK/IGNITION: No person shall smoke or use any material or equipment that is likely to cause a spark or ignition within 100 feet of any fueling or defueling operations or use any material or equipment that is likely to cause a spark or ignition.

h. CARE AND CAUTION: All fuel handled on the Airport shall be treated with due caution and circumspection with regard to the rights and safety of others so as not to endanger or likely endanger persons or property.

i. SPILLAGE AND SPILL KITS: Care shall be exercised to prevent spillage of fuel. The Airport Manager shall be notified any time spillage in excess of five (5) gallons occurs. Any fuel spilled during transfer shall be immediately removed. No engine of any aircraft shall be started when fuel is on the ground under such aircraft, except sump drain checks. *See also the Hazardous Materials Handling section of these Rules and Regulations.*

- Each hangar shall have a minimum 5-gallon spill kit. Each refueling vehicle shall have a minimum 15-gallon spill kit. Each fuel storage facility shall have a minimum 55-gallon spill kit.

j. AVIATION GASOLINE PROHIBITED IN MOTOR VEHICLES: Fuels not meeting motor vehicle fuels specifications, such as aviation gasoline, jet fuel, and transmix, are prohibited from being supplied, sold, or transported for use in motor vehicles.

k. CONFORMANCE WITH REGULATIONS: Fueling, defueling, and fuel storage activities on the Airport shall conform to all federal, state, and local regulations.

**CRETE MUNICIPAL AIRPORT
RULES AND REGULATIONS**

16. INSPECTION

The City reserves the right to make periodic inspections of all buildings upon the Airport for the purpose of preventative maintenance. The Airport Manager may enter and inspect any leased premises for the purpose of insuring compliance with lease agreements. The Airport Manager shall endeavor to provide at least twenty-four (24) hour prior notice of scheduled inspections to Lessees. In the event of an emergency, the Airport Manager and/or City may enter any leased premises without prior notice to respond to such emergency.

17. SURRENDER OF PREMISES

Lessees must peaceably surrender possession of any leased premises to the City at the end of their lease term in as good a condition as when possession of the premises was given to them, acts of God and usual wear and tear excepted. Upon the breach of any covenant or term of a lease agreement and after ten (10) days' notice, the City may enter a leased premises and remove all of the property contained therein.

18. APPEAL PROCESS

Any person found in violation of these Rules and Regulations or any order or directive of the Airport Manager related thereto, including a 30-day notice of termination of tenancy, may appeal such finding, order, or directive by submitting a written request for appeal to the City, except that a three-day notice to pay rent, cure default, or quit is final and not subject to appeal. The request for appeal must be submitted to the Airport Manager within 10 days of being duly notified of such violation. The request for appeal shall contain (1) a statement specifying the grounds for the appeal (2) all material facts in support of the appeal, and (3) the signature of the appellant. The Airport Manager shall, as soon as practicable but no longer than 30 days after receipt of the appeal, schedule a hearing on the appeal with the City. The appellant shall receive at least a five (5) day notice of the hearing date, time, and location. Upon conclusion of the hearing, the City shall either uphold or deny the appeal and shall issue a written notice setting forth the reasons for the decision. The decision of the City shall be final.

AGREEMENT AND SIGNATURE

I have read, understand, and agree to the Crete Municipal Airport Rules and Regulations.

Lessee: _____

Signature: _____

Date: _____

Printed Name: _____

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

DEFINITIONS

Unless otherwise expressly stated or the context requires, the following terms shall, for the purpose of these Rules and Regulations, have the meaning herein indicated.

Abandoned Aircraft - Any Aircraft left unattended on Airport property in an inoperable condition or under such circumstances that evidence an intention by the owner/operator to voluntarily surrender, relinquish or disclaim the Aircraft. Any Aircraft left in unleased space for 30 days shall be considered abandoned.

Abandoned Motor Vehicle - A motor vehicle shall be deemed to be an abandoned vehicle if left unattended:

- (a) With no number plates affixed thereto for more than six (6) hours on any public property;
- (b) For more than twenty-four (24) hours on any public property except a portion thereof on which parking is legally permitted;
- (c) For more than forty-eight (48) hours after the parking of such vehicle shall become illegal; or,
- (d) For more than seven (7) days on private property if left initially without permission of the owner or after permission of the owner terminates.

Access Gate - Any device or barrier through which ingress or egress can be made to and/or from the Air Operations Area (AOA) and/or Security Identification Display Area (SIDA).

Air Operations Area (AOA) - The Air Operations Area shall be all areas of the Airport within the perimeter fencing exclusively reserved for the operation, placement, movement, and storage of Aircraft and all areas adjacent thereto as defined by FAA regulations and/or the Executive Director. This area does not include the Secured Area.

Aircraft - All contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.

Aircraft Maintenance - Inspection, overhaul, repair, preservation, and replacement of parts, including preventative maintenance as described in Part 43 of the Federal Aviation Regulations.

Airport - All land and improvements owned and/or under the care, custody, and control of the City and located within the geographical boundaries of the Crete Municipal Airport, Saline County, Nebraska.

Airport Certification Manual - The FAA approved document containing the operating standards and procedures of the Airport as prescribed in FAR Part 139.

Airport Identification - A badge or card issued by the City for the purpose of identification, vehicle operation, security, and access of persons.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Airport Manager - The person appointed by the City to have immediate supervision of the administration and operation of the Airport. The Airport Manager may employ and designate staff to act in his behalf in the promulgation of City policy. Wherever in these Rules and Regulations the Airport Manager is referenced, it shall mean and include the Airport Manager or the Airport Manager's designated representative.

Airport Marking Aids - Markings used on runway and taxiway surfaces to identify a specific runway, a runway hold line, centerline, threshold, etc.

Airport Operations - The division within the Airport organizational structure responsible for monitoring and controlling daily Airport activities and functions.

Apron – see Ramp/Apron Areas.

ARFF - Aircraft Rescue and Fire Fighting.

Auto Gas - Fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS" which is designed and manufactured to be used in Aircraft.

CFR - The United States Code of Federal Regulations.

Cities Airport Authorities Act - Neb. Rev. Stat. §§ 3-501 to 514 (Reissue 1997) or as may be amended from time to time.

City - The City of Crete, Nebraska.

Commercial Aircraft Operator - Any entity that holds a certificate of public convenience and necessity issued pursuant to Section 40 I of the Federal Aviation Act of 1958, as amended, a commuter air carrier as defined by Civil Aeronautics Board Regulation Part 204.3(d), J and/or that holds a certificate subject to FAR Parts 61, 121, 141, 135 and/or any other FAR applicable to the transport of passengers or items for hire or to providing commercial aeronautical services or activities on a non-scheduled or regularly scheduled basis at the Airport.

Commercial Non-Aeronautical Activity - Any commercial operation not directly related to the operation of Aircraft (e.g., restaurant, rental car, or other concessions).

Commercial Non-Signatory Aircraft - An Aircraft operated by or for a commercial Aircraft operator that does not have in effect a current use and/or lease agreement with the City at the time of landing or takeoff of said Aircraft.

Commercial Operation - To engage in the auction, lease, sub-lease, barter, trade, offer, advertising, holding out, or providing of any goods or services to the public.

Commercial Signatory Aircraft - An Aircraft operated by or for a commercial Aircraft operator that has in effect a current use and/or lease agreement with the City at the time of landing or takeoff of said Aircraft.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Contractor - Any person or company doing service, construction, or installation work on the Airport under a contract basis and who is not a tenant or vendor.

Courtesy Vehicle - Those properly identified vehicles that are used on a not-for-hire basis in the business operation of any hotel, motel, parking lot, or auto rental office or any vehicle used solely to transport customers at no charge between points at the Airport and such enterprises.

Crete Airport - All land and improvements owned and/or under the care, custody, and control of the City.

DHS - The United States Department of Homeland Security.

DOT - The United States Department of Transportation.

Driver - Any person who is in actual physical control of a vehicle.

Escort - The accompaniment of a person or vehicle not authorized to be on the AOA or SIDA by a person who is so authorized and properly displays Airport identification.

Environmental Laws - All federal, state, and local laws relating to environmental matters.

FAA - The United States Federal Aviation Administration.

FAR - The United States Federal Aviation Regulations.

Fire Codes - The fire codes adopted and enforced by the City of Crete and/or the State of Nebraska.

Fire-resistant - The capability of materials manufactured, designed, or certified to be resistant to damage by fire.

Fixed Base Operator (FBO) - An individual or firm providing general aircraft services, including, but not limited to, maintenance, storage, fueling, charter services, and ground and flight instruction.

Flammable - The tendency of a material, liquid, or gas to ignite readily or to explode.

Fuel Storage Area - Those portions of the Airport designated by the Airport Manager as areas in which auto gasoline, diesel, jet fuel, aviation 100LL, or any other type of fuel are authorized to be stored, including, but not limited to, bulk storage facilities.

General Aviation - Private and corporate Aircraft not operating under FAR Part 121 or 135.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Hazardous Materials - The term hazardous material includes hazardous substances and waste.

FAA Order 1050.1E defines **hazardous waste** as being a waste under the Resource Conservation and Recovery Act (RCRA) that is listed in or meets the characteristics described in 40 CFR Part 261 including ignitability, corrosivity, reactivity, or toxicity. Hazardous wastes include cleaning solvents, waste oil and Freon, oil booms contaminated with toluene, gasoline, gas-soaked rags, and polychlorinated biphenyls (PCBs). Other wastes of concern include paint-related waste, runway rubber, antifreeze and urea, sand blast residue, household hazardous waste (small quantities of various hazardous materials that cannot be combined with other materials for disposal), and ethylene glycol.

FAA Order 1050.1E defines **hazardous substance** as any element, compound, mixture, solution, or substance defined as a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and listed in 40 CFR Part 302. If released into the environment, hazardous substances may pose substantial harm to human health or the environment.

Independent Operator - A commercial operator offering a single aeronautical service without an established place of business on the Airport.

Lessee - A tenant, permittee, or other occupant of land or premises within the boundaries of the Crete Airport and any of their duly authorized agents and employees.

Limousine - A chauffeur-operated motor vehicle available for charter having a seating capacity of not less than four passengers or more than nine passengers, excluding the driver.

Movement Area - The runways, taxiways, and other paved surfaces of the Airport that are used for the taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas. Control of aviation, vehicular, and pedestrian traffic within these areas is under the jurisdiction of the Air Traffic Control Tower.

NFC - The National Fire Code published by the National Fire Protection Agency.

NFPA - The National Fire Protection Agency.

NOTAM - FAA Notice to Airmen.

NTSB - The National Transportation Safety Board.

Park - To stop a vehicle or Aircraft for any length of time, whether occupied or unoccupied.

Permission or Permit - Permission or permit whenever required by these Rules and Regulations shall mean written permission, except that verbal permission in specific instances may be granted under special circumstances where the obtaining of written permission would not be practicable.

Person - Any individual, firm, partnership, corporation, company, association, joint stock association, or political body, including any trustee, receiver, assignee, or representative thereof.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Ramp/Apron Areas - Portions of the Air Operations Area designated and made available, temporarily or permanently, by the City for the loading and unloading of passengers or cargo on and off Aircraft, and the parking of Aircraft.

Restricted Area - Those portions of the Airport within the Air Operations Area (AOA), SIDA, and Secured Area to which access is restricted and is not accessible to the general public.

Roadway - That portion of a highway or street designed or ordinarily used for vehicular travel.

Run-up - Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

Runway - A defined area designated for landing and takeoff of Aircraft.

SASO - See Specialized Aviation Service Operation (SASO).

Secured Area - All areas where air carriers subject to 49 CFR 1544 enplane and deplane passengers and send and load baggage and any adjacent areas not separated by adequate security measures. This includes the Terminal Ramp/Apron and associated baggage makeup areas and is a Security Identification Display Area (SIDA).

Security Identification Display Area (SIDA) - The area identified by the Airport Security Program where the wearing of external identification badges is required for Airport security in accordance with 49 CFR 1542 of the Department of Homeland Security Regulations and the Airport Security Program. This includes all secured areas around the passenger terminal used for the boarding and servicing of scheduled commercial airlines.

Service Road - A vehicular road located inside the Air Operations Area for use by the City, FAA, and authorized Airport tenants and contractors. In all cases, ARFF Vehicles have right-of-way on these roads.

Specialized Aviation Service Operation (SASO) - An aeronautical business that offers a single or limited service. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft airframe and power plant repair, maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business.

State - The State of Nebraska.

Sterile Area - That portion of the Terminal Building beyond the passenger security screening checkpoint used in the boarding of commercial Aircraft.

T-Hangar - An individual aircraft hangar designated for the storage of one Aircraft.

Taxicab - A motor vehicle carrying passengers for hire for which public patronage is solicited and that operates under authorization from the public service commission.

CRETE MUNICIPAL AIRPORT RULES AND REGULATIONS

Taxiway - A surface designed to provide Aircraft access between the runways and other areas of the Airport, including Aircraft parking ramps.

Terminal Building - Those buildings and/or structures located within the Airport and open to the public for the purpose of flight ticket purchase, public lobby waiting, baggage check-in, and those services related to public air travel.

Terminal Ramp/Apron - That portion of the AOA immediately adjacent to the Terminal Building.

TSA - The Transportation Security Administration.

UBC - The Uniform Building Code.

Vehicle - Any device which is capable of moving itself or being moved from place to place upon wheels interacting with the ground. This does not include any device moved by muscular power or designed to move primarily through the air.

Vehicle Service Road - A road located inside the Air Operations Area for use by the City, FAA, and authorized Airport tenants and contractors.

Vendor - Any person or company involved in sales or service work on the Airport who is not a tenant or contractor.



Master Fee Schedule

Fiscal Year 2024-25

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

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

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

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

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PART I: GENERAL ADMINISTRATION

General Administrative Services

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

Businesses and Organizations

Business Registration Fee	\$20.00
Mobile Food Vendor Permit	\$20.00
Itinerant Merchant/Peddler Permit	
Standard Permit	\$100.00
Seasonal Permit	\$500.00
Snow Removal License	\$10.00
Liquor License Application Fee	\$25.00
Special Designated License Event Fee	\$40.00
Bingo Permit	\$10.00
Junk Dealer License	\$10.00
Tobacco Dealer Application Fee	\$15.00
Tobacco Wholesale License	\$100.00
Amusement Device Annual License Fee	\$50.00 per device

City Owned/Operated Facility Rentals

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

Fire and Rescue Services

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

Ambulance Services

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

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

Library Services

Late Return Fee – Print and Audiobooks	\$0.00
Late Return Fee – DVDs	\$0.10 per day, up to \$5.00 maximum
Copier/Printer Rates – 8.5" by 11" Black and White	\$0.20 per page/side
Copier/Printer Rates – 8.5" by 11" Color	\$0.50 per page/side
Copier/Printer Rates – Large Paper	Additional fee based on paper size
Fax	\$2.00 + \$0.50/page

Parks and Recreation

Recreation Programs*

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

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

Pool and Swimming*

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

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

Parks and Fields

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

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

Police and Code Enforcement

Administrative Services

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

Vehicle and Traffic Enforcement

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

Animal Regulations

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

Code Enforcement

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

PART II: BUILDING AND CONSTRUCTION

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

Commercial Building Permits

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

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

Commercial Mechanical Permits	
Permit Issuance Fee	\$37.50 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

Residential Building Permits

Residential Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$500	\$24.00
\$501 to \$2,000	\$24.00 plus \$3.00 per \$100 over \$500
\$2,001 to \$40,000	\$69.00 plus \$11.00 per \$1,000 over \$2,000
\$40,001 to \$100,000	\$487 plus \$9.00 per \$1,000 over \$40,000
\$100,001 to \$500,000	\$1,027 plus \$7.00 per \$1,000 over \$100,000
\$500,001 to \$1,000,000	\$3,827 plus \$5.00 per \$1,000 over \$500,000
\$1,000,001 and over	\$6,327 plus \$3.00 per \$1,000 over \$1,000,000

For the purpose of determining the estimated cost of work for residential projects, the following minimum square footage valuations will be used for new residential construction, additions, remodels, and residential accessory buildings:

Dwelling Unit	\$81.52 per sq. ft.
Finished Basement	\$24.56 per sq. ft.
Unfinished Basement	\$16.40 per sq. ft.
Accessory Building (inc. attached garages)	\$19.14 per sq. ft.
Deck	\$14.41 per sq. ft.
Concrete Slabs & Driveway	\$3.45 per sq. ft.
Swimming Pool / Spa	\$73.34 per sq. ft.
Residential Plumbing Permits	
New Construction Package	\$37.50 per dwelling unit
Permit Issuance Fee	\$18.25 plus the individual costs listed below:
Bathtub	\$6.50
Clothes Washer	\$4.25
Dish Washer	\$3.25
Floor Drain	\$4.25
Garbage Disposal	\$6.50
Laundry Tub	\$6.50
Lavatory	\$6.50
Lawn Irrigation System	\$16.00
Sewer Service Line	\$18.25
Shower	\$6.50
Sink	\$6.50
Water Closet	\$6.50
Water Conditioner	\$8.00
Water Heater	\$8.50
Water Service Line	\$18.25

Residential Mechanical Permits	
New Construction Package	\$37.50 per dwelling unit
Furnace Replacement	\$21.50
Central Air Replacement	\$21.50

Miscellaneous Fees

Fence Permit	\$25.00
Building Moving Permit	\$75.00
Mobile Home Permit	\$50.00
Demolition Permit	\$25.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00

Inspections and Plan Review

Additional Inspection Fee	\$80.00 per inspection
Plan Review Fee	\$50.00

Public Property and Right-of-way

Barricade Fee – Type 3	\$15.00 per day
Barricade Fee – Type 2 / 2A	\$5.00 per day
Curb Cut Permit	\$12.00 per linear foot with a \$75.00 minimum
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00

Signs and Awnings

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

Specialized Trade and Contractor Licensing

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

Water Conditioning Contractor/Installer	\$75.00
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The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

Equipment Rental Fees

Electric line trucks	\$78.00 per hour
Skid loader	\$40.00 per hour
Front end loader	\$85.00 per hour
Grader	\$70.00 per hour
Dump Truck - single axle	\$45.00 per hour
Dump truck - double axle	\$55.00 per hour
1/2 Ton Pick-up	\$40.00 per hour
3/4 Tom Pick-up	\$40.00 per hour
1 Tom Pick-up	\$40.00 per hour
Tractor w/ blade or mower	\$40.00 per hour
Street sweeper	\$60.00 per hour
Chipper	\$40.00 per hour
Air compressor	\$35.00 per hour
Gas driven pump	\$10.00 per hour
Pumps	\$10.00 per hour
Barricade with flashers	\$2.50 per barricade per day
Backhoe	\$70.00 per hour
Tar Kettle	\$35.00 per hour
Cones	\$1.00 per cone per day
Concrete Cuts	\$20.00 minimum up to 25 ft.
	\$1.75 per foot after minimum cut
Curb Cuts	\$155.00 minimum
	\$12.00 per foot, whichever is greater
Milling Machine	\$155.00 minimum
*includes skid loader & labor	\$12.00 per foot, whichever is greater
Trencher	\$73.00 per hour
Sewer machine	\$40.00 per hour
Trailer	\$15.00 per hour
Dumping trees in landfill	\$70.00 side dump trailer
	\$50.00 dump truck
Dirt	\$5.00 per yard
5-yard dump truck	\$70.00 delivered (includes truck costs)
10-yard dump truck	\$105.00 delivered (includes truck costs)

PART III: LAND DEVELOPMENT, PLANNING, AND ZONING

Land Use and Zoning Compliance

Floodplain Development Permit	With Building Permit
Comprehensive Plan Amendment	\$200.00

Plat Review and Recording

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

Special Requests

Special Exception Permit	\$200.00
Zoning Change	\$200.00
Variance Request	\$150.00

Subdivision Development

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

PART IV: PUBLIC WORKS AND UTILITIES

Airport Service

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

Electric Service

Residential Service Rates

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

General Service Rates

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

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

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

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

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

Irrigation Service Rates

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

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

Lighting Service Rates

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

Rental Lighting (PL)	
Customer charge	\$10.00
PL1 – 175 watt mercury vapor light	\$8.50 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.70 per fixture
PL3 – 400 watt mercury vapor light	\$14.65 per fixture
PL4 – 400 watt sodium vapor light	\$14.65 per fixture
PL7 – 1,000 watt mercury vapor light	\$22.10 per fixture

Rental Lighting (ML)	
Customer charge	\$10.00
ML1 – 175 watt mercury vapor light	\$4.60 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.35 per fixture
ML3 – 400 watt mercury vapor light	\$5.65 per fixture
ML4 – 400 watt sodium vapor light	\$5.35 per fixture
ML7 – 1,000 watt mercury vapor light	\$7.10 per fixture

Cogeneration Rates

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

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

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

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

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

Production Cost Adjustment

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

Fees and Charges

Service Deposits	
Residential Services	
R and RL, except mobile homes	\$100.00
R and RL, mobile homes	\$250.00
RH and RHL, single-dwelling units	\$250.00
RH and RHL, multiple-dwelling units	\$150.00
General Services	
All general services	80% of the total amount of two months bills, with a minimum of \$50.00
Large Power Services	As set by contract with the City

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

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

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

Sewer Service

Sewer Service Rates

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

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

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

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

Fees and Charges

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

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

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

Slug Treatment

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

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

Solid Waste Collection

Residential Rates

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

Commercial Rates

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

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

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

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

Transfer Station Rates

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

Transfer Station Rate Schedule – Household Trash	
Amount/Type	Rate
Trash bag (13 gal.)	\$1.00 per bag
Trash can/Toter	\$5.00 per can/toter
Car trunk load	\$11.00 per trunk load
Small Pickup load	\$16.00 per pickup load
Large Pickup load	\$27.00 per pickup load
Trailer load	\$44.00 per trailer load
Miscellaneous large items (<i>i.e.</i> sofas, mattresses, etc.)	\$11.00 per miscellaneous large item

Transfer Station Rate Schedule – Construction Materials (Roofing, Shingles, Plaster, Wood)	
Amount/Type	Rate
Trash can/Toter	\$11.00 per can/toter
Small Pickup load	\$44.00 per pickup load
Large Pickup load	\$60.00 per pickup load
Trailer load	\$88.00 per trailer load

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

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

Water Service

Service Charge

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

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

Water Service Rates

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

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

Fees and Charges

Service Deposits	
Permanent meters	\$10.00
Mobile service meters	\$100.00
Tap Fees and Charges	
3/4" water service	\$2,775.00 plus \$9.50 per foot over 60 feet
1" water service	\$2,906.98 plus \$11.00 per foot over 60 feet
1 1/2" water service	\$3,737.37 plus \$15.00 per foot over 60 feet
2" water service	\$4,632.71 plus \$21.50 per foot over 60 feet
Larger than 2" Water Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

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

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

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



CITY OF CRETE

PERSONNEL RULES

AND REGULATIONS

Adopted September 15, 2015
Effective October 1, 2015
Amended March 1, 2016
Amended June 21, 2016
Amended September 6, 2016
Amended November 1, 2016
Amended February 7, 2017
Amended July 11, 2018
Amended January 2, 2019
Amended May 21, 2019
Amended February 4, 2020
Amended February 18, 2020
Amended April 7, 2020
Amended July 21, 2020
Amended December 20, 2022
Amended January 11, 2023
Amended April 19, 2023
Amended September 5, 2023
Amended October 3, 2023
Amended January 16, 2024
Amended November 5, 2024

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CHAPTER ONE

PERSONNEL MANAGEMENT

Sec. 1.01 WELCOME

Welcome to the City of Crete, we want to thank you for joining our team. We believe that each employee contributes directly to the growth and success of our organization. We hope that the employment relationship that we share is a long and mutually rewarding one. The purpose of this handbook is to acquaint you with policies set forth by the City of Crete. These Personnel Rules and Regulations state the intent of the Mayor and City Council in providing for the employment conditions and benefits for employees of the City of Crete. You should familiarize yourself with the contents of the Personnel Rules and Regulations, as you are responsible for abiding by the rules that are outlined within.

For convenience, in this handbook, we will refer to your employer as The City of Crete, The City, we, our, or us. If you have questions regarding the material presented here, please feel free to ask your supervisor or call the Human Resources Department.

Again, best wishes for success in your new position with the City of Crete!

Sec. 1.011 VISION STATEMENT

Crete Nebraska will be a destination for family living, business development and a variety of activities.

Sec. 1.012 MISSION STATEMENT

The City of Crete Nebraska strives to provide the municipal services required for a safe and peaceful "Community in Motion" in which to live, work and play.

Sec. 1.02 LEGAL EFFECT

The contents in this manual are subject to change as the City grows and changes. Any changes in this manual shall apply to existing as well as future employees. If and when provisions are formally changed by City Council action, there will be notification and appropriate replacement documentation provided to employees. No statement or promise made by a supervisor, manager, or Department Head may modify any provision in this policy, nor will it constitute an agreement with an employee.

The City Personnel Rules and Regulations are not a contract, expressed, or implied. This handbook replaces (supersedes) all other previous Personnel Rules, Regulations, or Administrative Policies for the City of Crete as of date printed above.

The titles Department Head and Director are interchangeable in this document.

Sec. 1.03 EQUAL EMPLOYMENT OPPORTUNITY

The City of Crete affirms its commitment to providing a work environment that does not

discriminate in employment opportunities or practices on the basis of race, color, religion, age, sex, sexual orientation, mental or physical disability, marital status, national origin, genetic information (as defined in the Genetic Information Nondiscrimination Act), or any other prohibited basis of discrimination under applicable local, state, and federal law. The City will operate in full compliance with applicable federal, state, and local laws prohibiting discrimination in employment.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Sec. 1.04 SCOPE

The City of Crete is made up of several different departments. The departments that are governed by these rules are as follows:

Administration

- Attorney
- Clerk
- Finance/Treasurer
- Human Resources
- Park and Recreation
- Public Works
 - Building Inspector
 - Community Development
 - Electric Utility
 - Streets Department
 - Wastewater Utility
 - Water Utility

Fire and Rescue Department

Police Department

Public Library

The following are exempted from these rules:

- The Mayor and City Council
- Members of appointive boards, commissions, and committees
- Independent contractors

Although persons employed as temporary employees, interns, and citizen volunteers are not eligible for benefits under the City's policy, they are still expected to follow the policies set forth as they represent the City.

The City Administrator's Office is governed by the Personnel Rules and Regulations; however, the City Administrator serves at the pleasure of the Mayor.

The City Personnel System shall be divided into two classifications of service, classified and unclassified. Classified service includes all employees governed by the Civil Service Act of the

State of Nebraska. Employees that fall under this category are the paid full-time police officers in the Police Department. All other employees of the City are considered unclassified.

All appointments and removals of employees who are in the classified service shall be subject to Civil Service Rules and Regulations.

These rules and regulations apply to all employees of the City except where superseded by labor contracts, Civil Service Rules, Federal/State statutes, Regulations, or other City ordinances.

These rules and regulations may be updated from time to time and the City will provide notice of the changes. It is the Employees responsibility to make sure they are aware of the most up to date rules and regulations. The most up to date policies are available on the City's website.

Sec. 1.05 MAYOR AND CITY COUNCIL

The Mayor and the City Council shall be the ultimate policy-making authority for the City of Crete. The Mayor as chief executive officer of the City shall be responsible for the proper administration of the affairs of the City. The Mayor is the appointing authority under the Civil Service Act of the State of Nebraska. The Mayor shall upon approval of the City Council, appoint or remove a city administrator, city clerk, city treasurer, city engineer, city attorney, and such other officers as required by law.

The Mayor may designate his/her administrative responsibilities under these rules to the City Administrator, as the Chief Administrative Officer, provided the Mayor may not designate any duties or responsibilities in violation of the State statute. The Mayor has the right to approve or disprove any personnel actions taken pursuant to these personnel rules.

Sec. 1.06 SPECIFIC DEFINITIONS

Unless specifically stated otherwise, for the purposes of this policy:

Immediate Family Members shall be defined as: spouse, children, parents, siblings, step, and in-laws of the same relation.

Secondary Family Members shall be defined as: grandparents, grandchildren, aunts, uncles, nieces, nephews and in-laws of the same relation.

CHAPTER TWO

GENERAL POLICIES

Sec. 2.01 APPLICATION PROCESS

The City's Human Resources Department is responsible for the posting of all employment opportunities. Vacancies will be simultaneously advertised publicly as well as internally. The City of Crete is an Equal Opportunity Employer and Equitable consideration will be given to all applicants. Upon request, reasonable accommodations will be made for applicants pursuant to the ADA (Americans with Disability Act).

The City may refuse to consider an applicant or place his/her name on an eligibility list for any of the following reasons:

- The applicant lacks the minimum qualifications stated in the official job description.
- The applicant has been dismissed or resigned for disciplinary reasons from any employment within the past five years for a cause that would constitute a cause for termination under these rules.
- The applicant has made a false statement on his/her application.
- The applicant does not hold a valid driver's license when required by the nature of the job.
- The applicant for a position is a member of the same household and/or an immediate family member within the same supervisory chain of command.
- Failure to successfully pass a drug/alcohol screen.

Sec. 2.02 AMERICANS WITH DISABILITIES ACT

Reasonable Accommodation Policy

It is the policy of the City of Crete to comply with the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 (ADA), and any amendments thereto. The City of Crete will not (1) discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment; or (2) discriminate against an individual who is pregnant, who has given birth, or who has a related medical condition in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

Disability Defined

An individual is considered to have a "disability" if that individual either (1) has a physical or mental impairment which substantially limits one or more of that person's major life activities, (2) has a record of such an impairment, or (3) is regarded by the covered entity as having such an impairment. The determination of whether any particular condition is considered a disability is made on a case-by-case basis.

Pregnancy Defined

An individual is considered to have a “pregnancy” if the individual is pregnant, has given birth, or has a related medical condition with a known limitation.

Reasonable Accommodation includes, but is not limited to:

- Modifications or adjustments to the application or interview process that will enable a qualified applicant with a disability or pregnancy to be considered for the desired position; or
- Modifications or adjustments to the work environment, or to the method under which the position held or desired is routinely performed, that enables a qualified individual with a disability or pregnancy to perform the essential functions of that position; or
- Modifications or adjustments that will enable an employee with a disability or pregnancy to enjoy the same benefits and privileges of employment as those enjoyed by similarly situated employees without disabilities or pregnancy.

The City of Crete may choose to provide an alternative accommodation other than the one requested by the employee, as long as it is effective in assisting the employee in performing his/her essential job functions.

Essential Functions are the tasks that are fundamental to the job. A job function may be considered essential for any of the following reasons:

- The position exists to perform the function.
- There are a limited number of employees to whom the performance of the function can be distributed.
- The function is highly specialized and the incumbent in the position was hired for his/her expertise in performing the function.

How to Request a Reasonable Accommodation

To request a reasonable accommodation, the employee/applicant must communicate his/her need to his/her supervisor or Human Resources. It is not required for the request to be in writing; however, submitting a written request can help to expedite the process. If the request is verbal, the supervisor or Human Resources should document the request. Any request, whether verbal or written, should contain the following information:

- The type of accommodation requested;
- An explanation of the limitation for which the accommodation is needed;
- A description of how the accommodation will allow the individual to perform the essential functions of his/her job.

If the disability, pregnancy and/or need for accommodation is not obvious, or insufficient information has been submitted, an employee may be asked to submit medical documentation to provide evidence of his/her functional limitation in support of the request for reasonable accommodation. All medical documentation will be kept in a confidential reasonable accommodation file.

The **medical documentation** must include the following:

- A description of the functional limitation as it relates to the employee's job duties, including the anticipated duration (e.g., temporary or permanent). If temporary, specify the date it is anticipated the functional limitation will end.
- A description of the functional limitations caused by the disability in work related terms. For example, if "no prolonged walking" is requested, the medical statement should specify how long or how far the employee is able to walk; if "no prolonged sitting" is requested, the medical statement should specify how long and under what circumstances the employee can sit; if rest periods are required, the medical statement should specify how often and how long the rest periods should be.
- The City of Crete may decline to put an employee on a particular job if it will pose a "direct threat" to the safety of themselves or others. A "direct threat" is defined as a "significant risk of substantial harm that cannot be eliminated or reduced by reasonable accommodation."
- State the accommodation and describe how it will help the employee to perform his/her essential job duties.
- The medical documentation must be written/typed on the official letterhead stationery of the health professional or health professional's organization. The documentation must identify the health professional's credentials (e.g., M.D., D.O., R.N.) and practice specialty (e.g., Physical Therapist, Social Worker, Chiropractor), and be signed and dated by the health professional

Interactive Process

Within five (5) workdays of receiving a request for Reasonable Accommodation the City of Crete and its representatives shall engage in a timely, good faith, interactive process to determine effective reasonable accommodations. To ensure that all effective accommodations have been considered, the supervisor and Human Resources must discuss the request with the employee when the specific limitation, problem, or barrier is unclear; where effective accommodation is not obvious; where modifications to the request may be appropriate; where the parties are choosing between different possible reasonable accommodations; or in other situations where the interactive process can further promote resolution of the request for accommodation. The interactive process should take place in person, unless it is impractical to do so. The interactive process with the employee or applicant shall include, but is not limited to:

- Discussing the purpose and the essential functions of the specific position;
- Reviewing how the functional limitations of the disability or pregnancy can be overcome with reasonable accommodation;
- Identifying potential accommodation options;
- Evaluating the effectiveness of each potential accommodation option;
- Documenting all options discussed and reasons for selecting particular option(s);
- Implementing the most appropriate option(s), after consulting with appropriate staff; and
- Keeping the applicant or employee informed until accommodation is provided or denied.

The duty to accommodate is a continuing duty that is not exhausted by one effort. If a previously granted accommodation is not working, the City of Crete is committed to further engagement through the interactive process to identify alternative appropriate accommodations, as discussed above.

Sec. 2.03 DRESS CODE

Clothing on the job must be in good taste, clean, neat, and reflect the requirements of the working conditions. A neat, well-groomed appearance is important to assure professionalism and competence in the workplace. The responsibility for determination of what is appropriate for a department will be made by the Department Head.

First and foremost, common sense and safety must apply. Employees who are required to work in the outside elements should dress appropriately for their own protection. However, the clothing should be clean and well maintained.

If an employee wears a uniform, the uniform should be worn properly and kept well maintained. The uniform identifies them as a City of Crete employee and proper care of the uniform reflects favorably on them and the City. Uniforms should never be worn after hours in public where alcohol is served.

Department Heads and Supervisors are responsible for ensuring that staff meets the dress code as stipulated. Staff wearing inappropriate clothing will be required to leave work and change into appropriate attire without compensation.

Examples of appropriate attire for employees include:

- Suits, sport coats, dress/ casual slacks, business capris, dress shirts, polo shirts, ties, sweaters, Dresses and skirts which are no less than 2” above the knee.
- Ties are not required on a daily basis. Coats or ties should be worn when the employee is meeting with representatives from other companies, dignitaries, or for any other formal dress purpose.
- Footwear should be clean and in good repair. Dress, casual, or cowboy boots are acceptable.
- Hair should be clean and well kept. Facial hair should be neatly trimmed.

Examples of inappropriate attire for employees include:

- Jerseys, shorts, sweat suits, leggings, mini-skirts, halter styled tops or dresses, tube tops, tops with spaghetti straps, exceptionally tight, low-cut or revealing clothing.

Casual Day Wear - The City Administrator may designate a day that employees can dress in casual attire as follows:

- Jeans and capris (denim or other colored) that are clean, not tight or loose, not-faded, stained, torn, ripped, or frayed may be worn with sweaters, jackets, or City of Crete logo attire.
- Holiday/seasonal sweatshirts/shirts or team wear sweatshirts/shirts maybe allowed on certain casual days as approved by the City Administrator.

Exceptions – Fieldwork:

- If approved by the Department Head, employees who are required to work out-of-doors during the summer months are allowed to wear shorts- clean, in good taste (no short-shorts or cut-offs) and appropriate T-shirts (along with their City identification) or T-shirt bearing the City of Crete logo.

- Employees who are required to work out-of-doors during the winter months should wear appropriate footwear, including boots, and/or overshoes.

Sec. 2.04 RESIDENCY

All Department Heads are required to reside within 15 minutes of the city limits of the City of Crete. All Emergency Services employees and Utilities Department employees are required to reside within 30 minutes of the city limits of the City of Crete. Utility employees who are assigned “On Call” status shall reside within 20 minutes of the city limits of the City of Crete. Street Department employees who are assigned “On Call” shall reside within 30 minutes of the city limits of City of Crete.

Employees subject to particular residency requirements shall establish residency within six (6) months after the calendar day of the start of employment in the position subject to the residency requirement. That residence, or another meeting the particular residency requirement, will be maintained during the term of employment. For purposes of these Personnel Rules and Regulations, residency will mean the employee’s normal place of domicile. Failure to comply with the residency requirement shall result in termination.

Sec. 2.05 EMPLOYMENT OF RELATIVES

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same immediate family are eligible for City employment provided that they are not in the same supervisory chain of command, nor shall any immediate family member work within any supervisory capacity of another immediate family member on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic, sexual, or dating relationship must also observe the rules mentioned above.

Employees shall notify the City Administrator if they are in violation of this policy. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated. At the request of the Department Head, the Mayor may, with the consent of a majority of the City Council, make exceptions to this rule if a relationship existed or immediate family members were employed by the City prior to October 1, 2015.

Sec. 2.06 OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from their Department Head as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

CHAPTER THREE

OPERATIONS

Sec. 3.01 POSITION CLASSIFICATION

The Human Resources Department will be responsible for the maintenance of a classification plan based on an analysis of duties of each position in the City. Written specifications, also known as job descriptions, will be approved by the City Council. Each description will define the class, summarize the duties to be performed, and establish the minimum standards of experience and qualifications required for appointment. Duties described in the job description may not be all-inclusive and do not restrict the assignment of other duties.

Each Department Head is responsible for the assignment of duties, location of work, tools and equipment furnished, work schedule, and working conditions. Department Heads may request a classification review of any position in his/her department at any time.

With the approval of the Department Head an employee may request a classification review of his/her own position at any time, provided the position has not been reviewed within the last 6 months. Such requests will be submitted to the Human Resources Coordinator in writing through the Department Head.

Certified operators will be placed in the Pay Step Plan as follows:

Water Operator Class IV	Steps 2-4
Water Operator Class III	Steps 5-7
Water Operator Class II	Step 8
Wastewater Operator Class I	Steps 2-3
Wastewater Operator Class II	Steps 4-5
Wastewater Operator Class III	Steps 6-7
Wastewater Operator Class IV	Step 8

Wastewater Lead Operator must have a minimum Class III certification. Water Foreman must have a minimum Class II certification.

Sec. 3.02 EMPLOYMENT CATEGORIES

Each employee is employed in a classification that is considered either “exempt” or “non-exempt”. Non-exempt employees are entitled to overtime pay under the Fair Labor Standards Act (FLSA) for hours actually worked over 40 hours in the same workweek. Exempt employees are not entitled to such overtime pay. In addition to these distinctions, each employee will also fall into one of the following employment categories:

TEMPORARY/SEASONAL employees are those who are hired as interim replacements or seasonal help to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration.

Employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits, such as worker's compensation and social security, they are not eligible for any other benefit programs offered by the City of Crete.

REGULAR PART-TIME employees are those that work less than 40 hours per week and are not seasonal/temporary or in their introductory period. Employees that work 30 hours per week or more are eligible for single coverage health insurance benefits. Employees that work less than 30 hours per week will not be eligible to take part in the City's health insurance benefits plan. Benefits for regular part-time employees who work at least 30 hours per week, are prorated based on their scheduled hours of work during the year.

REGULAR FULL-TIME employees are those who are not in a temporary, introductory, or part-time status and who are regularly scheduled to work a full-time schedule with the City. These employees are eligible for the City's benefits program.

Sec. 3.03 VOLUNTEER POLICY

The City of Crete recognizes the valuable role volunteers have as support to City staff. A volunteer is described as someone who voluntarily offers their services without pay or other compensation for a service or undertaking. Volunteers may be motivated by a number of factors, some of which may include:

- Being active
- Helping or meeting others
- Gaining recognition
- Completing an educational or service requirement
- Completing court ordered service

While individuals must apply and be accepted for volunteer service, volunteers are not considered employees of the City of Crete and serve at the discretion of the City Administrator. The City Administrator must also approve all Department requests for volunteer services. This policy is designed to give direction and information to volunteers, City staff, and Department Directors.

VOLUNTEER SERVICE APPLICATION

Volunteer applications include the potential volunteer's name, age, address, past addresses, emergency contact information, references, interests, desired work duties, service dates/times, current employer information, education and training, criminal history check, and a signature certification line.

VOLUNTEER POSITION DESCRIPTION

Volunteer Position Descriptions are very helpful for volunteers and the City staff who will be working closely with them. Position Descriptions help volunteers understand the type of volunteer opportunities available within a Department and if they will enjoy the work duties, and the descriptions help City staff understand what services can be expected from the volunteers. When requesting volunteer services with the City Administrator, Department Directors must include a clear description of the volunteer position and its duties.

VOLUNTEER INTERVIEW

Volunteers should be interviewed to see if they will be a good fit for the City, to discuss the operations of the Department, and to provide realistic expectations of the position's responsibilities and work duties. Efforts will be made to place volunteers in positions based upon their fitness for the position and their motivations for volunteering.

AGE OF VOLUNTEERS AND THE FAIR LABOR STANDARDS ACT

Under the Fair Labor Standards Act, minors ages 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under certain conditions. Work hours for 14 or 15 year-olds are limited to:

- 3 hours or less per school day
- 18 hours or less per school week
- 8 hours or less per non-school day
- 40 hours or less per non-school week
- 7am-7pm Labor Day – May 31st
- 7am-9pm June 1-Labor Day

Minors between the ages of 16 and 18 may work as volunteers but must not perform hazardous work as defined by the Department of Labor. Hazardous work generally includes dangerous work, driving motorized equipment, the use of ladders or scaffolding, or the use of power or motor-activated equipment. Questions on what could be considered hazardous work can be answered by the Human Resources Department. At age 18, the Department of Labor allows workers to engage in hazardous work; however, individuals in Nebraska are still not considered adults until they reach age 19. Therefore, a parent or guardian must approve and co-sign a waiver and release of liability for any volunteers under the age of 19.

Some Departments may have volunteer positions that are suitable for minors below the age of 16 and organized groups of school, scout, church, or similarly affiliated groups may request non-hazardous volunteer projects for their group if adults organize and agree in writing to supervise and hold the City of Crete harmless from all injuries and loss.

VOLUNTEER BACKGROUND CHECK

Volunteer applications will be forwarded to the Human Resources Department, where the applicant will be checked through a formal criminal history check by the third-party background check company One Source. Any applicant seeking to volunteer must sign a One Source Applicant Release Authorization Form. The last two pages of the Authorization Form summarize the applicant's rights under the Fair Credit Reporting Act and provide information about further federal rights.

The Fair Credit Reporting Act (FCRA) sets a national standard that employers must follow in using a third-party background check company. Amendments to the FCRA have increased the disclosure and consent requirements of employers who use those reports. To be covered by the FCRA, the Federal Trade Commission (FTC) requires a report to be prepared by an independent company that is a consumer reporting agency or a business that assembles information on consumers for the purpose of furnishing consumer reports to third parties. All volunteers should receive the information about their federal rights under the FCRA.

WAIVER AND RELEASE OF LIABILITY

A Waiver and Release of Liability Form must be signed by every volunteer. If the volunteer is under the age of 19, a parent or guardian must also approve and sign the Waiver.

VOLUNTEER TRAINING AND ORIENTATION

Volunteers are to receive training and general orientation regarding their duties on their first day of work. The orientation should include a detailed explanation of the expected duties of their position, an introduction to the City staff they will be working with and their immediate supervisor, and information on any policies or procedures specific to their Department. Volunteers shall be accompanied by a City staff member at all times while conducting their duties.

VOLUNTEER CONDUCT

Volunteers, when acting in their volunteer capacity, become representatives of the City of Crete and should conduct themselves in a respectful, professional manner. Volunteers must not smoke, drink alcohol, use vulgar language, or engage in any unlawful activities. At times, volunteers could be subject to confidential information, and a failure to maintain confidentiality will result in immediate dismissal. Volunteers are subject to the same policies and procedures as City staff where applicable.

Volunteers are not authorized to drive City of Crete licensed motor vehicles.

VOLUNTEER DRESS CODE

Volunteers are expected to have a clean and professional appearance, with clothing appearing clean and modest. Volunteers will be issued a badge identifying them as such and must wear it at all times while fulfilling their duties.

VOLUNTEER SAFETY

Volunteer safety is extremely important, and volunteers must comply with all federal, state, and local safety laws and regulations and any specific Department standards. Any volunteers injured while performing their duties must immediately advise their supervisor and are **not** eligible for worker compensation benefits.

EXISTING EMPLOYEES AS VOLUNTEERS

City of Crete employees may want to volunteer their services to another City Department. Pursuant to the Fair Labor Standards Act's regulations (29 CFR 553.100-106), current City employees may volunteer as long as the volunteer services are not "the same type of services for which the individual is employed to perform" for the City. Questions regarding these regulations can be answered by the Human Resources Department.

Sec. 3.04 INTRODUCTORY PERIOD

All employees, other than temporary/seasonal, shall normally serve an introductory period as determined by the department that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet minimum required standards may be terminated without recourse within the introductory period.

When it is determined that the services of the employee have not been acceptable, the Department Head shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination shall be forwarded to the Human Resources Department and City Administrator for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will be compensated for the accrued vacation. This does not apply to promotional or assignment change introductory periods.

A performance evaluation and change of status form that requests the employee be removed from the introductory status will signify successful completion of the introductory period. The Department Head may extend the introductory period upon written notification to the employee and the Human Resources Coordinator.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he/she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

Sec. 3.05 REGULAR STATUS

Once an employee successfully completes his/her introductory period, the employee is then appointed to regular status.

Regular status employees be eligible to use accrued vacation at the rate established by these rules.

Sec. 3.06 HOURS OF WORK

The 40-hour workweek shall be the standard workweek unless otherwise provided. All employees may be required to work over 40 hours per week. Employees in non-exempt classifications shall be compensated at a rate of time and one half of their regular rate of pay for all hours actually worked over 40 in the work week.

For purposes of calculating overtime, the work week starts at 12:00 a.m. on Monday and ends at 11:59 pm on the following Sunday. Hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime. Holidays shall count toward the calculation of overtime. Overtime shall not be paid more than once for the same hours worked.

Department Heads may establish work periods and hours of work, which differ from the standard to meet special department needs or workloads with the approval of the City Administrator.

Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) hours in a week.

Overtime shall be paid out in the next regular pay period unless the employee designates on the time sheet that the overtime worked is to be banked as compensatory time. An employee may accrue no more than 120 hours of compensatory time.

Exempt employees are not eligible for overtime for hours worked in excess of 40 during the workweek.

LUNCH PERIODS: Lunch periods may be established in one-hour increments. In the event that the employee is required to work through the lunch period or have lunch at their desk, the time will be added to the hours worked for the day.

REST PERIODS: Rest periods, more commonly referred to as "breaks" may be taken in 15-minute increments during each one-half workday when possible. No more than one break per half workday is permitted. Employees are encouraged to take breaks when the workload allows, but may not save up break time to use in larger increments than 15 minutes or to leave work early. Break time is to be used in the spirit in which is intended for and abuse of rest periods may be cause for disciplinary action.

PAY SCHEDULES: The City Clerk's Office will maintain pay schedules for approved classifications as prescribed by City Ordinance. The City may revise the pay schedule when changes in classes, availability of labor supply, prevailing rates of pay/comparability, or economic conditions so dictate. The new pay schedules will become effective upon the effective date of the ordinance that has been approved by the Mayor and City Council.

All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least 1 year with their performance to be evaluated on the anniversary of the change of status. After a successful introductory period, an employee may advance more than 1 step.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase. During employment with the City of Crete, an employee receiving the highest possible rating in all categories of the evaluation may be considered for more than a one-step increase when recommended by the Department Head and approved by the City Administrator. This type of increase shall only happen one time during the employee's tenure with the City of Crete.

PROMOTIONS: An employee who is promoted will be placed in the lowest step of his/her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in his/her new position, he/she may be reviewed by their Department Head for a step increase at this time.

PAY PERIODS: All employees will be paid biweekly. The pay period may be larger or smaller than two weeks. The Finance Director, with the Mayor's approval, may, because of unforeseen incidents, change the day on which paychecks will be issued. If a holiday falls in the payroll processing week, the direct deposits may be delayed by one day. Direct deposit is required for all City employees.

SAFE HARBOR: The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in his/her paycheck should contact his/her supervisor and/or the Business Office so that it may be corrected. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

CALL BACK PAY: An employee that is called into work from his/her home will be eligible to receive compensation at the rate of time-and-one-half for the actual hours they are engaging in work.

ON CALL DUTY: Designated employees will be required to be accessible and available for emergency call-out duty outside of regular working hours. This applies to the Street, Electric, Water, and Wastewater Departments.

This duty will extend for a one-week period of time, and will normally be rotated among qualified employees in the department. During this one-week period the employee must be located at all times within twenty (20) minutes of response. This will apply to Electric and Water Departments.

An employee will be compensated for "on call" duty for seven days of consecutive duty, beginning 8:00 a.m. on Monday and continuing to 7:59 a.m. the following Monday. From Memorial Day until Labor Day the time period is from 7:00 a.m. on Monday and continuing to 6:59 a.m. the following Monday.

The rate of compensation shall be four (4) hours pay at the Employee's regular rate of pay or four hours added to the Employee's "on call" comp time bank. The employee shall notify the Department Head of the method of compensation before the "on call" duty begins. The "on call" comp time bank may be used in place of vacation time, but used "on call" comp time shall not be included in any calculation towards overtime

When the "on call" duty falls on an observed official City holiday, the rate of compensation shall be eight (8) hours pay at the Employee's regular rate of pay or eight hours added to the Employee's comp time bank. The employee shall notify the Department Head of the method of compensation before the "on call" duty begins. Only one employee, per department, will receive credit for "on call" duty over the holiday and/or the day off granted "in lieu" of a holiday falling on a Saturday or Sunday.

Employees temporarily assigned duties out of standard working hours, requiring their attendance during the hours that would normally be "on call" for the work attendance, will be compensated at actual time required, to be set by the Department Head. An employee assigned "on call" who is called out for unscheduled emergency work outside regular working hours, not a holiday, shall be compensated by a minimum of two hours at one and one-half the standard rate of pay.

Additional hours of work shall be compensated in pay or compensatory time off in increments of one-half hour actually worked, at a rate of one and one-half times the standard rate of pay unless callout falls within two hours of a previous call - then contiguous.

Sec. 3.07 TIMEKEEPING

The following procedures and guidelines have been created to ensure accurate record keeping within the City of Crete. The Fair Labor Standards Act (FLSA) and Nebraska state law require the City to keep accurate time records for employees.

ELECTRONIC TIMEKEEPING SYSTEM

All employees are required to use the electronic timekeeping system to record hours worked or days present, to track paid leave used, and to request vacation, sick, comp, or other types of leave. All employees and supervisors are required to take training on the electronic timekeeping system and to be familiar with the City's policies on timekeeping and attendance. Employees are responsible for verifying the accuracy of the hours worked on their time and attendance report for the applicable pay period, and each supervisor is responsible for making sure accurate data is logged in the electronic timekeeping system and submitted to Human Resources. Any discrepancies between hours worked or leave taken should be reported to the employee's supervisor or Human Resources immediately.

CLOCKING IN AND OUT

All hourly employees are required to clock in at the start of their workday, clock in/out for lunch breaks, and clock out at the end of their workday. Employees are expected to clock in and out at their worksite and at their regularly scheduled times. Under certain conditions when an employee cannot clock in and out at their worksite (*i.e.*, for off-site training), the employee must report their time to their supervisor for manual entry. If an employee forgets to clock in or out, they must provide notice to their supervisor immediately.

Employees who repeatedly clock in/out early or late without supervisor approval will be subject to disciplinary action, up to and including termination. All overtime must be approved in advance by supervisors.

PROHIBITED ACTIONS

The following actions are prohibited and will be subject to disciplinary action. See the Section on Discipline and Appeal Procedure for more details on disciplinary actions.

- Employees using another employee's user ID/password to clock in or out for another employee.
- Clocking in or out, outside of work station/facility
- Any attempt to tamper with timekeeping software.
- Any time spent working while not clocked in.

UNREPORTED HOURS

All hours worked must be reported using the electronic timekeeping system. Employees must clock in before performing any work and are not permitted to clock out until all work has stopped. Any time spent working while not clocked in is strictly prohibited. Employees that under report or fail to report hours worked will be subject to disciplinary action, up to and including termination. Examples of working off the clock may include:

- Forgetting to clock in or out
- Voluntarily continuing to work at the end of regular working hours
- Taking work home to complete on the weekend or in the evening
- Checking/reading/reviewing work-related emails or listening to work-related voicemail messages while away from the office or workplace
- Answering phones, emails, or attending to customers while clocked out for a lunch break

Once clocked in, employees are responsible for working on appropriate City-related tasks, and when the workday is complete, employees are responsible for clocking out. With the exception of breaks, employees conducting personal business or simply not working while clocked in may be considered "riding the clock" and may be subject to disciplinary action, up to and including termination.

END OF PAY PERIOD

Supervisors are required to submit time cards to Human Resources through the electronic timekeeping system by 10:00 AM on the day immediately following the last day of the pay period, unless a holiday falls on Monday, then the deadline will be Tuesday by 10:00 AM. Employees' time cards that are not submitted by 12:00 PM on the day immediately following the last day of the pay period as noted above, will not be processed until the next pay period. Exceptions and changes must be fixed prior to approving the time card to Human Resources or they will not be made. It is highly recommended that supervisors check their employees' leave requests and time entries weekly, if not daily, to avoid errors at the end of a pay period.

Sec. 3.08 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The City of Crete is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, mental or physical disability, marital status, genetic information, or any other legally protected characteristic will not be tolerated. Everyone is to be treated equally with dignity and respect.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This form of employee misconduct undermines the integrity of the workplace and will not be tolerated. The following is a partial list of examples of sexual harassment:

- Unwelcome sexual advances – physical or verbal.
- Offering employment benefits in exchange for sexual favors.
- The use of derogatory comments, epithets, slurs, or jokes.

If an employee experiences or witnesses sexual or other unlawful harassment in the workplace, it must be reported immediately to his/her supervisor and the Human Resources Coordinator. All allegations of sexual harassment will be quickly and discreetly investigated. Any supervisor or Department Head who becomes aware of possible sexual or other unlawful harassment is to report it immediately to the Human Resources Coordinator. If the Human Resources Coordinator is not available, report to the City Attorney.

An employee shall not suffer retaliation for coming forward with a complaint of harassment. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination. Retaliation against someone that makes a complaint of harassment is strictly forbidden. An employee that feels that they have been retaliated against for coming forward with a complaint should make their supervisor and the Human Resources office aware of it immediately. Should the Human Resources Coordinator be unable to handle the complaint, it should be forwarded to the Legal Department.

Sec. 3.09 TOBACCO USAGE

Tobacco use is prohibited by all persons in any city facility or vehicle. This policy does not prohibit tobacco use in designated outdoor areas.

A. Definitions:

- City facility shall mean any indoor office, work area, or location used by the general public or serving as a place of work for City employees that is owned, leased, or rented and under the day-to-day control of the City of Crete.
- Tobacco use shall mean carrying a lighted cigar, cigarette, pipe, or any other tobacco substance, including chewing tobacco, snuff, and e-cigarettes.
- Vehicle shall mean any self-propelled conveyance designed for use upon City streets that is owned, leased, or rented by the City of Crete.

B. Enforcement:

Department Heads shall ensure that the supervisor in charge of such City facility or vehicle shall make reasonable efforts to prevent tobacco use in the City facility or vehicle by:

- Posting appropriate signs.
- Asking tobacco users to refrain from using tobacco in the tobacco-free area, citing Nebraska Clean Indoor Air Act and this City policy.
- Taking any other appropriate means, including disciplinary action for City employees pursuant to appropriate union contract or Personnel Rules and Regulations.

C. Complaints:

Persons observing a violation of this policy are responsible to bring it to attention of their supervisor.

Sec. 3.10 DRUG-FREE WORKPLACE

The City of Crete is committed to providing a safe work environment. The City prohibits the distribution, manufacture, possession, sale, use, transfer, transport, or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace, on City premises, or in City vehicles. Any violation of this policy is subject to discipline up to and including termination, for the first offense. An exception may be made for Police Officers if transporting and/or storing of evidence.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, “designer drugs”, etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug/alcohol statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug/alcohol statute, the opportunity to participate in a rehabilitation or drug/alcohol abuse assistance program, at the employee’s expense, as a form of discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City may test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug/alcohol testing. The City may test all new hires for the following substances:

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.

Any employee that is involved in a worker's compensation claim involving an injury or an accident involving an injury requiring medical attention shall be required to submit to a drug/alcohol test for cause. Additionally, if an employee is operating a city vehicle/equipment and is involved in a reportable accident, pursuant to City Policy, while in the operation of said vehicle, there shall be drug/alcohol testing for cause. Any employee involved in any such injury or accident shall immediately notify his or her supervisor and the Human Resources Department so that immediate arrangements can be made for drug/alcohol testing to be promptly carried out.

The City shall also maintain a testing program as is required by the U.S. Department of Transportation (DOT). This program will apply to employees in job classifications that require a Commercial Driver's License (CDL). Employees in this classification will receive additional information in the orientation process from the Human Resources Department.

The City of Crete Drug and Alcohol testing procedures used will follow the City of Crete Drug and Alcohol Testing Procedures Manual as approved and/or amended by the Governing Body.

Sec. 3.11 CORRECTIVE AND DISCIPLINARY ACTIONS

A. Employees are expected to act in a mature and professional manner while performing services for the City of Crete. Below is a non-exclusive partial list of unacceptable behaviors that may result in disciplinary action.

- Failure to observe safety rules and regulations.
- Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
- Solicitation, distribution, or display of non-work-related materials while on City time.
- Operating a personal business while on City time.
- Intimidation or coercion.
- Overuse ("waste") of City equipment, tools, or material beyond what is required to complete a task.
- Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
- Unnecessary physical games (i.e., "horseplay," "roughhousing," etc.), loitering or sleeping on the job.
- Unauthorized posting, removing, or altering of bulletin board notices.
- Violation of City, Department, or Division written or verbal policies or procedures.
- Unauthorized use or release of confidential, sensitive or privileged information.
- Intentional unavailability for or refusal to work over-time or respond to emergency call-out.
- Abuse of medical leave or other paid leave.
- Conduct that negatively impacts the professional appearance/reputation of the City.

B. An employee may be terminated, even for a first offense, for the following violations. This list is representative of dischargeable behaviors but is not all-inclusive.

- Insubordination.
- Theft of public or private property.
- Misappropriation of public property.

- Harassment.
- Consumption or possession of alcohol or non-prescribed drugs on City time or property.
- Being under the influence of alcohol or non-prescribed drugs while in the workplace.
- Gambling on City time or property.
- Fighting on City time or property unless such is lawful and/or objectively reasonable as part of the employee's official duties or in response to an attack.
- Conviction of a felony.
- Abusive, offensive, or obscene language or conduct towards the public, City officials, or employees unless such act is lawful and/or objectively reasonable as part of the employee's official duties.
- Demeaning or, disruptive conduct in the workplace.
- Intentional or negligent damage or destruction of private or public property.
- Fraud, falsification, or deceit in the conduct of City business unless such act is lawful and/or objectively reasonable as part of the employee's official duties.
- Incompetence or unsatisfactory performance.
- Unauthorized possession or use of firearms or hazardous materials on City time or property.
- Work disruption or stoppage, strike, or other forms of job action or withholding of services.
- Act or threat of physical violence directed towards City officials or employees unless such act is lawful and/or objectively reasonable as part of the employee's official duties.
- Soliciting or accepting bribes in the conduct of City business.
- Conduct tending to discredit or impair the duties and the responsibilities of the employee's position.
- Violation of the "Employment of Relatives" Policy.
- Failure to maintain licensure required to perform job duties.

C. Any employee cited, arrested or convicted of any offense other than a minor traffic violation must report the incident to his/her supervisor within 24 hours (excluding weekends/holidays). Failure to report such matters can result in discipline, up to and including termination.

Sec. 3.12 DISCIPLINE AND APPEAL PROCEDURE

A. General Statement

It is the policy of the City of Crete to provide a system of progressive discipline, which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Except in the case of a verbal or written reprimand, such system shall include an appeal procedure to assure the equitable and consistent application of discipline. Discipline may begin with the least severe, appropriate disciplinary action and progress, if necessary, to more severe actions. The severity of the incident may warrant any level of initial disciplinary action as appropriate for the offense.

B. Progressive Discipline

Progressive discipline is the successive application of increasingly severe disciplinary actions. These actions, in order of severity, are verbal reprimand, letter of counseling, written reprimand, probationary status, suspension, and termination.

C. Verbal Reprimand

A verbal reprimand may be imposed by the employee's immediate supervisor for minor violations or incidents. The reprimand must inform the employee of the violation or incident, the required corrective action, and the consequences of a reoccurrence of the violation or incident.

D. Letter of Counseling

A letter of counseling may be used to notify the employee that performance with regard to an issue continues to be unacceptable and must be improved immediately. The letter shall include the following:

- outline of the unacceptable performance and/or conduct;
- reference to discussion and actions taken to date regarding the unacceptable performance and/or conduct;
- specific directives for correcting the unacceptable performance and/or conduct and include timetables and dates;
- reference to additional disciplinary actions if performance and/or conduct is not improved; and,
- is to be signed by the employee, immediate supervisor and copied to Department Head. The Letter of Counseling shall be maintained in the employee's personnel file.

E. Written Reprimand

A written reprimand may be imposed by a Department Head, the City Administrator, or the Mayor. A written reprimand is warranted for repeated minor violations or incidents, or for a violation/incident of a more serious nature. The written reprimand shall include the following:

- Must inform the employee of the violation or incident(s);
- The required corrective action to be taken;
- The consequences of a reoccurrence of the violation or incident(s); and,
- Copies of the written reprimand shall be delivered to the employee.

The employee shall sign an acknowledgement of receipt. A copy is to be provided to the Human Resources Department and maintained in the employee's personnel file.

F. Probationary Status

An employee can be put into a probationary status by the Department Head, with the Mayor's approval, for conduct that is deemed unacceptable. During the probationary period the employee's performance and compliance with City rules and standards will be closely supervised.

During the period of probation, the employee shall be subject to immediate suspension or termination, if, the employee's performance is unsatisfactory or the employee has failed to comply with City rules and standards.

G. Suspension

A suspension is a period of time where the employee is removed from the workplace without pay. Suspension is normally imposed for a disciplinary or dischargeable offense or for an employee's failure to take corrective action in response to a written reprimand. A suspension may be imposed as initial discipline for a violation or incident of a serious nature. During the period of suspension, the employee shall not accrue any vacation, holiday, or sick leave benefits. A suspension may be imposed by the Department Head, the City Administrator, or the Mayor.

All suspensions shall comply with Fair Labor Standards Act (FLSA).

Prior to imposition of suspension as a disciplinary action, a written notice of suspension shall be prepared and signed by the Department Head, the City Administrator, or the Mayor. The notice of suspension must inform the employee of the following:

- A statement of the violation(s) or incident(s)
- A brief explanation of the evidence underlying the violation(s) or incident(s)
- The discipline to be imposed
- Any required corrective action by the employee
- The consequences of a reoccurrence of the violations(s) or incident(s)
- The employee's right to request an appeal hearing before the Mayor

A copy of the notice of suspension shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. At the discretion of the person issuing the notice of suspension, the employee may be suspended without pay immediately upon delivery of the notice pending implementation of the disciplinary action. A copy of the notice of suspension shall be delivered to the Human Resources Department for placement in the employee's personnel file.

A suspension may be appealed pursuant to the procedure set out hereafter.

H. Termination

A Termination may be imposed by the Department Head with the Mayor's approval for an employee's failure to correct his/her workplace conduct in response to a suspension. A Termination may also be imposed as initial discipline for a violation or incident of a serious nature.

Prior to imposition of termination as a disciplinary action, a written notice of termination shall be prepared and signed by the Department Head, the City Administrator, or the Mayor. The notice of termination must inform the employee of the following:

- A statement of the violation(s) or incident(s)
- A brief explanation of the evidence underlying the violation(s) or incident(s)
- A statement that termination is to be imposed
- The employee's right to request an appeal hearing before the City Council Personnel Committee.

A copy of the notice of termination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence, prior to imposition of the disciplinary action. The employee shall be terminated without pay immediately upon delivery of the notice of termination pending implementation of the disciplinary action or a final determination by the Mayor on the proposed disciplinary action following an appeal hearing. A copy of the notice of termination must be delivered to the Human Resources Department for placement in the employee's personal file.

A proposed termination may be appealed pursuant to the procedures set out hereafter.

I. Appeal Procedure

A regular status, non-introductory employee, may appeal a suspension or termination in accordance with the following procedure:

1. Following delivery of a notice of suspension or notice of termination, the employee shall have seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, to request an appeal hearing before the City Council Personnel Committee. Such request shall be in writing and delivered to the office of the Mayor (or City Clerk in the case that the Mayor issued the notice of suspension or notice of termination) at City Hall.
2. Upon receipt of a request for an appeal hearing, the City Council Personnel Committee shall within five (5) working days cause to be set a time and place for the appeal hearing and written notification thereof shall be provided to the employee, the Human Resources Coordinator, and City Attorney. The appeal hearing shall be held within fifteen (15) working days after receipt of the request for hearing. The appeal hearing shall be conducted informally and recorded electronically.
3. At the hearing, the City Attorney, Department Head, and/or City Administrator shall present oral or written statements, reports, and documents supporting the disciplinary action.
4. The employee, the employee's representative or attorney, or other person on the employee's behalf, may present oral or written statements, reports and documents in response to the proposed disciplinary action.
5. Each side shall be limited to one (1) hour or less for making their respective presentations. The Mayor upon good cause shown may extend the time for presentation.
6. Upon conclusion of the appeal hearing, the Mayor (or City Council in the case that the Mayor issued the notice of suspension or notice of termination) shall make a determination in writing to dismiss, modify, or impose the proposed disciplinary action. The proceedings before the Mayor (or City Council in the case that the Mayor issued the notice of suspension or notice of termination) at the appeal hearing shall constitute the sole basis on which the Mayor's (or City Council in the case that the Mayor issued the notice of suspension or notice of termination) determination shall be based. Modification may include any lesser disciplinary action than that which was proposed, including written reprimand, reduction in pay, or change in the terms of suspension and may provide for a period of probation, counseling, treatment, or other corrective actions on the part of the employee.

A copy of the Mayor's (or City Council in the case that the Mayor issued the notice of suspension or notice of termination) written determination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence.

A copy of the Mayor's (or City Council in the case that the Mayor issued the notice of suspension or notice of termination) written determination shall also be delivered to the City Administrator, City Attorney, and the Human Resources Coordinator. The Human Resources Department shall place a copy of the Mayor's written determination in the employee's personnel file.

Should the employee be dissatisfied with the Mayor's (or City Council in the case that the Mayor issued the notice of suspension or notice of termination) determination, the employee may appeal to the District Court of Saline County, Nebraska, in accordance with the procedures provided by the statutes of the State of Nebraska. The filing of a petition in error by the employee or the service of summons upon the City shall not stay enforcement of a disciplinary action. The City may stay the action voluntarily, or the City may comply with such stay as is ordered by the District Court.

Sec. 3.13 EMPLOYEE GRIEVANCES

If you think that unfair, unnecessary corrective, discriminatory, sexual harassment or other illegal action has been taken against you, you have a right to file a grievance against the action. The following will be the grievance procedure for employees of the City of Crete, except those that are members of a recognized bargaining unit. Members of bargaining units shall use the grievance procedures provided in their respective labor agreements.

Each person may present a grievance to their immediate supervisor. Written notification of this grievance will be forwarded to the Human Resources Coordinator, Department Head, and City Administrator.

- If the grievance is against the immediate supervisor, then the grievance shall be presented to the Department Head. In the event the grievance is against the Department Head, then the grievance shall be presented to the City Administrator. In the event the grievance is against the City Administrator, then the grievance shall be presented to the Mayor. In the event the grievance is against the Mayor, then the grievance shall be presented to the City Council President.
- All grievances shall be responded to in writing within 5 working days or, if present to the City Council, within 5 working days after the next regularly scheduled Council meeting that complies with the notice requirements for Council action.

If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Head who will notify the Human Resources Coordinator and City Administrator. The Department Head will respond in writing within 5 working days.

In the event that the person is not satisfied with the decision of the Department Head, they may notify the Human Resources Coordinator in writing within 5 working days. The Human Resources Coordinator will notify the City Administrator who will investigate the grievance and forward the results to the grievant and the Mayor. The Mayor (the City Council if the Mayor is the subject of the grievance) may conduct a review of the record and notify the grievant of the Mayor's decision (the City Council if the Mayor is the subject of the grievance).

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include but are not limited to the following:

- Discipline or termination for just cause arising under the City Personnel Rules.
- Providing lawful direction to employees.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.

Sec. 3.14 RESIGNATIONS, RETIREMENTS, AND LAYOFFS

RESIGNATIONS: To resign in good standing, an employee must give the Department Head written notice at least 14 calendar days prior to termination, unless the Department Head agrees to permit a shorter period.

SEPARATION: An employee that does not report for work without supervisor approval or a doctor's report for three (3) consecutive days will be considered separated from the City.

RETIREMENT: An employee may retire from the City of Crete pursuant to the Pension Plan Documents as adopted and revised from time to time by the City Council of the City of Crete, in accordance with State Statute and IRS regulations.

REDUCTION IN FORCE: Whenever it is determined to be in the best interest of the City to reduce its workforce, the Department Head of the affected department, City Administrator, or the Mayor will recommend the implementation of the reduction.

Factors that will be taken into consideration shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee;
- The multiple job skills recently or currently being performed by the employee.

Upon the receipt of the recommendation, a determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

RECALL: Employees laid off under this reduction in force policy shall be eligible for recall for the same position for a period of 2 years after layoff. If, within 2 years after layoff, a position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. The Employee shall have their sick leave accrual balance reinstated at the amount accrued at the time of lay off. After 2 years, the employee will have no preference for rehire.

CONSIDERATION GIVEN FOR RELEASE OF ALL CLAIMS AGAINST THE CITY:

Employees with 1 to 4 years of continuous employment with the City whose employment is terminated by a reduction in force will be entitled to consideration equal to 4 week's pay. Employees with 5 or more years of service will receive 4 weeks' pay plus 1 week for each additional year of service with a maximum payout of 12 weeks.

Employees who retire or are terminated through disciplinary action will not receive this consideration. The Mayor may grant consideration in resignation cases when deemed appropriate. The Mayor may grant consideration greater than 4 week's pay upon a determination that such action is in the best interest of the City.

FURLOUGH: When it is determined necessary to reduce payroll expenses, employees may be required to participate in furloughs or a reduction in hours worked. The employee's health insurance and other benefits will not be affected as long as the furlough is temporary in nature and does not result in the employee's hours dropping below thirty-five hours per week average on an annual basis.

Sec. 3.15 USE OF CITY PROPERTY AND EQUIPMENT

Property and equipment that is provided by the City to carry out the duties of day-to-day business is to be used in the way that it is intended. Personal use of City property and equipment including computers and City issued personal devices is prohibited. Personal use of City Internet service is prohibited. Equipment that is available for the public to rent may be rented by employees in the same manner.

Employees shall be responsible for proper operation, care, and conservation of city vehicles, equipment, tools and supplies. The following guidelines are provided regarding use of these resources:

- City vehicles, equipment and supplies shall not be used for unauthorized purposes.
- Employees shall promptly report accidents, breakdowns or malfunctions of any unit in order that necessary repairs may be made.

- When safety devices are installed on vehicles and equipment, such devices shall be maintained in good working order and shall be used by all occupants of vehicles or equipment.
- If available, seatbelts shall be worn by all occupants of city vehicles when such vehicles are in operation.
- City employees shall not use city equipment or vehicles to transport unauthorized persons except where such transportation is necessary in the provision of emergency services. Authorized passengers will have a definable business need to be in the vehicle.
- No employee will operate any City vehicle or equipment while under the influence of alcohol or drugs. No illegal drugs or open containers of alcohol are permitted in any city vehicle, except when such materials are transported as evidence by Police Department personnel. Decisions regarding the ability of an employee to operate equipment or vehicles while taking physician prescribed medications shall be made on a case-by-case basis by the Department Head, and shall be based upon physician recommendation. No employee shall be permitted to operate city vehicles or equipment while under the influence of non-prescription medications unless such operation can be accomplished safely. Decisions regarding non-prescription medications shall be made on a case-by-case basis by the Department Head.
- City vehicles may be driven to and from work with Mayor and Council approval of policy and usage agreements in each case. IRS compensation guidelines will apply in each case.
- With the permission of the Chief of Police, police officers residing within the City Limits may take patrol vehicles home to permit an immediate response during the current or subsequent shift. This permission does not, however, imply off-duty officers are on-call.

Sec. 3.16 CITY GOVERNMENT COMPUTER NETWORK

A. Overview

The intentions for publishing a security awareness and acceptable use policy are not to impose restrictions that are contrary to the established culture of openness, trust and integrity. The City of Crete is committed to protecting all employees, partners, and the City of Crete from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer/City issued personal electronic device(s), software, operating systems, storage media, network accounts providing electronic mail, www browsing, and File Transport Protocol, are the property of the City of Crete. These systems are to be used for business purposes in serving the interests of the City of Crete, and of our clients and customers in the course of normal operations. All internet/intranet activities are continually recorded and logged. All logs are the property of the City of Crete.

Effective security is a team effort involving the participation and support of every City of Crete employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer/City issued personal electronic device user to know these guidelines, and to conduct their activities accordingly.

B. Purpose

The purpose of this policy is to outline the acceptable use of computer/City issued personal electronic device equipment of the City of Crete. These rules are in place to protect the employees and the City of Crete. Inappropriate use exposes the City of Crete to risks including virus attacks, compromise of network systems and services, and legal issues.

C. Scope

This policy applies to employees, contractors, consultants, temporary employees, and all other workers at the City of Crete, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the City of Crete

D. General Use and Ownership

While network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the government systems remains the property of the City of Crete. Because of the need to protect the network, management cannot guarantee the confidentiality of employee's personal information stored on any network device belonging to the City of Crete.

An e-mail system and Internet access are provided to City employees for the purpose of conducting official City business. These may not be used for prohibited purposes, such as conducting private business, or political campaigning, pornography, or any illegal uses. Computer/City issued personal electronic device use on government systems may be audited.

Computer/City issued personal electronic devices owned by City government or purchased with public funds should not have any recreational games installed. This includes the games supplied as part of the operating system of "free" additional programs. The Information Technology Department will be notified before any new program is knowingly installed on any computer/City issued personal electronic device that is connected directly or through wireless to the City Government Network before the program is installed.

For security and network maintenance purposes, authorized individuals within the City of Crete may monitor equipment, systems and network traffic at any time. The City of Crete reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

All systems and infrastructure located and used on City of Crete property and/or are connected to City of Crete network infrastructure are governed by the policies and procedures set forth and approved by the City Council, except for the Library Public Access system which is governed by separate Library Board Policy.

E. Security and Proprietary Information

The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential.

Examples of confidential information include, but are not limited to: customer credit card information, employee information, customer receivable lists, vendor information and research data, except for the Library Public Access system which is governed by separate Library Board Policy. Confidential information is established by Federal, State, or local law, or approved policy. Employees should take all necessary steps to prevent unauthorized access to confidential information.

Employees dealing with customer credit cards will not retain, email, or write down customer credit card information in any fashion.

Employees shall keep passwords secure and shall not share accounts. Authorized users are responsible for the security of their passwords and accounts. It is highly recommended when practical, that user passwords be changed every 90 days. Users desiring to change their password should contact IT before attempting to do so.

All PCs, laptops, and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less where appropriate. Employees should secure their workstations by logging off or locking (control-alt-delete for Windows users) when the host will be unattended. If for some reason a screen saver timeout interferes with system operation, then special approval must be obtained from their Department Head with IT Department concurrence.

Postings by employees from a City of Crete email address to online forums, social media, or any other message posting system shall be made only when related to City of Crete business and only when approved by the Department Head, City Administrator, or Mayor. All social media sites, forums, and posting boards that are created, owned, operated, and/or updated by city employees while on duty or representing the City of Crete, shall be governed by the terms set forth by the Crete City Council.

All devices used by the employee that are connected to the City of Crete Internet/Intranet/Extranet, whether owned by the employee or the City of Crete, shall be continually executing approved virus-scanning software with a current virus database.

Employees must use extreme caution when opening e-mail attachments, which may contain viruses, e-mail bombs, malware, spyware, or Trojan horse code.

F. Unacceptable Use

The following activities are prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a device if that device is disrupting production services).

Under no circumstances is an employee of the City of Crete authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing City of Crete-owned resources. Certain features of the internet such as streaming media, radio or music stations can clog the City's network and e-mail system and should be used only for work-related purposes.

Internet usage should not interfere with an employee's or co-worker's work in either time or network bandwidth.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

G. System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Crete.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- The intentional introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, spyware, malware, etc.).
- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using a City of Crete computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any City of Crete account.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Port scanning or security scanning is expressly prohibited unless prior notification to IT is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's device, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any device, network or account.
- Providing information about, or lists of, City of Crete employees to parties outside the City of Crete, unless this activity is part of the employee's approved job duties.

H. E-mail and Communications Activities

The following activities are strictly prohibited, with no exceptions:

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam). Creating or forwarding "chain letters", "jokes", "Ponzi" or other non-related work items of any type.

- Any form of harassment via e-mail, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of e-mail header information.
- Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies.
- Use of unsolicited e-mail originating from within the City of Crete's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the City or connected via the City's network.
- Use of e-mail accounts other than city issued accounts. Third party e-mail accounts such as Yahoo Mail, Gmail, and Hotmail accounts are prohibited unless there is a business reason for its use, for example law enforcement investigations.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam), online forums, electronic bulletin boards or any other similar message posting system.
- Sending broadcast e-mails to all employees within the city email system unless used for notice or critical information dissemination. Use of broadcast e-mails i.e., "city-all" is reserved for administration and Department Head use. Department staff may utilize broadcast e-mails only with the permission of the Department Head, City Administrator, or the Mayor.

I. Social Media

The City shall use social media to project positive themes and provide timely and accurate information to benefit those both in and outside of our community and interested in Crete's future. The purpose of this policy regarding Social Media and Social Networking Activities is to guide and direct those employees who are accountable for lawfully and appropriately representing the City through social media. Working together, City employees will not only represent their respective departments but, more importantly, blend their professional experiences, training and skills to coordinate, integrate and unify messages and images to support City interests. This policy covers all forms of and technology used for all Social Media and Social Networking Activities, both currently existing and any that may be developed in the future.

1. City Owned and Maintained Accounts

a. Employee Access

- Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the Social Media Policy.
- Any employee authorized to post items on any of the City's social media sites shall not express his/her own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City Employee shall only reflect the views of the City.
- City employees granted permission to use the City websites, social media pages, or engage in social networking activities are responsible for complying with applicable federal, state, and city laws, ordinances, regulations, and policies.
- City employees posting content must ensure their posting does not violate the City's privacy, confidentiality, and applicable legal guidelines. They must ensure they have the legal right to publish all materials, including photos and articles pulled from other sites.

- Confidential or proprietary information or similar information of third parties who have shared such information with the City of Crete should not be shared on social media.
 - City employees may not post to City websites or social media pages or engage in social networking activities related to the City during personal time, unless otherwise specifically authorized by the City Administrator and their Department Head.
 - Employees representing the City of Crete via social media must conduct themselves at all times as representatives of the City. Employees that fail to conduct themselves in an appropriate manner may be subject to disciplinary action. The City Administrator or his/her designees will determine how employees must identify themselves when participating in a City of Crete social media forum.
- b. Site Setup
- The City reserves the right to remove any content from its social media sites at any time.
 - The City's social media site serves as an online information source focused on City issues, projects, news and events, and is not intended as a public forum.
 - The establishment and use of social media sites are subject to approval by the City Administrator or his/her designee. All City social media sites shall be administered by the City Administrator or his/her designee. They will monitor the content on the City's social media sites to ensure the site meets with both the City's social media policy and the interest and goals of the City of Crete.
 - The social media site(s) will be maintained by the City of Crete and follow the City's social media policy.
 - City social media sites, where possible, should link back to the City's official website for forms, documents, online services, and other information.
- c. Use and Content
- The City's social media sites content shall only pertain to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.
 - Department Heads as directed by the City Administrator are responsible for the compliance with the provisions of this policy by City Employees under such Department Head's supervision and for investigating non-compliance.
 - Suspension of a City Employee's internet access may occur when deemed necessary to maintain the operation and integrity of the City's internal network, or if a City Employee has violated this policy.
 - Internet user account and password access may be withdrawn without notice.
 - Lack of adherence to this policy may result in disciplinary action up to and including termination.
 - If a City Employee violates any applicable laws, the City may pursue criminal or civil action against the City Employee.
 - All information posted or created for the City's social media sites will become the exclusive property of the City of Crete.
- d. Security
- The City reserves the right to deny access to the City's social media sites for any person who violates the City's social media policy at any time without prior notice.

- The City reserves the right to terminate any City social media site at any time without prior notice.
 - All city department social media pages, created previously or in the future, must attach to and be representative of the City's main account with an approved department page name and must use a City-assigned email account and password for log-in access. Separate department social media pages previously created will invite and grant the City Administrator to administrative access of the page. A list of all City employees having access to the log-in and password must be submitted to the City Administrator.
- e. Citizen Conduct
- The City reserves the right to restrict or remove any content that is deemed in violation of the City's social media policy or any applicable law.
 - A comment posted by a member of the public on any City social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of or agreement by the City nor do such comments necessarily reflect the opinion or policies of the City.
 - Comment on topics or issues not within the jurisdictional purview of the City may be removed.
 - Comments containing any of the following inappropriate forms of content shall not be permitted on the City's social media sites and are subject to removal and/or restriction by the City Administrator or his/her designee:
 - o Comments not related to the original topic
 - o Profane, obscene, violent, or pornographic content and/or language
 - o Content that promotes discrimination on the basis of race creed, color age religion, gender, or national origin
 - o Defamatory or personal attacks
 - o Encouragement in illegal activities
 - o Conduct in violation of any federal state, or local law
 - o Comments in support of or in opposition to any political campaign or ballot measure
 - o Violates the legal ownership interest of another party
 - o Promotes commercial services or products
2. Personally Owned and Maintained Accounts
- Use of City technology and equipment (including computer, internet, and City issued cell phones) to access personal social media websites, accounts, or other related personal material, except for de Minimis use, shall be prohibited during work hours.
 - Employees shall have no right to privacy for any matter passed through, viewed, downloaded, printed, created, stored, received, sent, or otherwise transmitted from City technology and equipment.
 - Internet and social media information in the public domain may be considered in employee personnel issues.
 - Please remember to be respectful of others and avoid posts which could be viewed as malicious, obscene, threatening, or intimidating.
 - City Employees and Management shall not request or require access to employee or applicant password protected personal internet accounts (including personal social media accounts).

- Employees shall not disclose confidential information on personal social media accounts website, or other online forums. Disclosure of information by the City of Crete shall be regulated by the City of Crete Public Records Policy.
- Misuse of Employer property, software, and social media accounts may subject the employee to discipline.

J. Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Sec. 3.17 TELEPHONE USAGE

Personal long-distance telephone calls on landlines are prohibited when charged to the City of Crete unless prior approval from the Department Head is obtained to reimburse the City.

An allowance is made for telephone calls charged to their parties, such as:

- Calling card
- Charged to your home phone
- Collect call

The telephone calls authorized by this allowance are still restricted by departmental policies. Personal directory assistance calls are allowed when charged to the employee's personal calling card.

Cellular phones should be used in a manner that is not disruptive in the workplace. Personal calls will be prohibited except with urgent personal business or the exception will be made at the discretion of the Department Head.

Sec. 3.18 POLITICAL ACTIVITY

City employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity.

Employees in certain departments will be additionally restricted due to funding of that department through state and federal funds. Employees are urged to contact their Department Head to determine the degree of political involvement allowed.

Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

City employees may not be a candidate or be elected to the office of Mayor or City Council while employed by the City.

Sec. 3.19 EMPLOYEE ORGANIZATIONS

City employees have the right to choose whether they wish to belong to employee organizations. No employee may be reprimanded, threatened, or discriminated against because the employee elects to join or refrain from belonging to an employee organization.

Sec. 3.20 SAFETY AND RISK MANAGEMENT

It is the goal of the City of Crete to provide a safe and healthful workplace for all employees. The city's policy is aimed at minimizing exposure to health or safety risks of employees and visitors at the City's facilities.

In order to accomplish this, each employee is expected to obey safety rules and to exercise caution in all work activities. Employees shall immediately report any unsafe condition to their supervisor. Employees that violate safety standards, who cause hazardous or dangerous situations, or who fail to report or where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify their supervisor. Such reports are necessary to comply with laws and initiate worker's compensation benefits.

The City has safety committees comprised of employees and management to help ensure a safe and healthful workplace. In addition to departmental safety committees, the City shall maintain a Risk Management Committee that is comprised of members that represent and act as liaisons between the different departments of the City. This committee is responsible for the coordination of all citywide safety activities, analysis of citywide accident trends, and recommending procedures that may improve safety in the departments.

Sec. 3.21 WORKER'S COMPENSATION

The City of Crete will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they shall be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent into the Human Resource Office. A supervisor must have prior knowledge and approve a doctor's visit, except in an emergency a doctor's report may be required to substantiate the injury.

Vacation and Sick Leave benefits will continue to accrue during Worker's Compensation.

The City may provide light duty work, when possible, for a defined period of time for employees that are injured due to a work-related situation, if the light duty work satisfies a legitimate business need as determined by the City.

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's FMLA entitlement

Sec. 3.22 REIMBURSABLE BUSINESS TRAVEL EXPENSES

The City will follow the provisions of State Statute, as revised; commonly known as the "Miscellaneous Expenditures Act" in determining reimbursable expenses.

Internal Revenue Service (IRS) rates will be used for reimbursement for mileage. All other expenses will be paid at the actual cost only on receipt of the original itemized invoice.

The following procedures shall be used for business travel:

A. Transportation Method

- When travel is by air, advance ticketing by purchase order will be utilized whenever possible, to obtain the lowest available coach fare.
- All refunds, travel coupons, and other promotions in connection with business travel shall be returned to the City.
- When ground travel is required, City vehicles shall be used whenever possible.

B. Lodging

- Reimbursement for non-commercial lodging is not permitted.
- When personnel are accompanied by non-City personnel, only the costs attributed to the City personnel are reimbursable.

C. Expenses

- The following expenses are reimbursable upon affidavit of expenditure and receipts are not required: parking fees, taxi, and bus fares, and highway tolls.
- The following expenses are reimbursable upon submission of paid receipts:
 - Registration, tuition, and fees for official functions related to the travel;
 - Supplies or equipment required for travel or training;
 - Rental cars;
 - Traveler's checks fees; and,
 - Reasonable meals costs, plus tip up to 20%
- The following expenses are not reimbursable:
 - Entertainment, including television rentals, VCR, or DVD;
 - Personal expenses, e.g., hygiene items, magazines;
 - Travel insurance; and,
 - Alcoholic beverages.

D. Travel Advances. Travel advances are not authorized, except under special circumstances with written prior approval of the Department Head and Finance Director. The use of credit cards and advance purchase order payment of lodging and transportation expenses are encouraged.

E. Expense Claims. Personnel on authorized travel must submit expense claims to their Department Head for review and submittal to the Business Office immediately upon return, but not later than four (4) working days after return to duty. All receipts, unexpended City funds, and funds due the City shall be returned at that time. All expenses (including prepaid expenses) shall be summarized and accounted for.

Any employee desiring to attend a meeting, conference, seminar, or other official out-of-state event for a duration of more than one day shall obtain the approval of their supervisor, Department Head, and City Administrator or Mayor.

Sec. 3.23 ALLOWABLE INTERVIEW AND RELOCATION EXPENSES

After advance approval has been received by the Mayor, interview expenses may be paid by the City of Crete for the recruitment of personnel.

Interview expenses, including meals, overnight accommodations, and transportation may be provided, subject to the approval of the Mayor.

Reasonable relocation expenses may be provided to new personnel for moving. Relocation expenses shall be based on actual expenses documented by itemized expense claims. Expenses related to the spouse for relocation may be permitted. All relocation expenses shall be approved by the City Council at an amount determined by the City Council prior to the expenditure.

Sec. 3.24 MISCELLANIOUS EXPENDITURES

All expenditures of the City shall be made in accordance with State Statute and current Purchase Policy as amended from time to time and approved by the City Council.

Purchases of less than ten dollars (\$10.00) not made through direct bill or purchase cards, should be made through petty cash reimbursement with proper receipts.

CHAPTER FOUR

LEAVE POLICIES

Full-time employees qualify for the following leave. Regular part-time employees that work on a schedule of less than 40 but more than 30 shall receive the following leave on a prorated basis.

Sec. 4.01 LEAVE

The following types of leave are established and shall apply to all eligible employees covered by these rules and regulations:

- 4.02 Paid Holidays
- 4.03 Vacation
- 4.04 Sick Leave
- 4.05 Family Medical Leave
- 4.06 Bereavement Leave
- 4.07 Jury Leave
- 4.08 Military Leave
- 4.09 Accident Leave
- 4.10 Leave of Absence

All departments shall maintain a record of each employee accounting for time worked. All types of leave used shall be documented on an Absence Report form as provided by the City Clerk's Office. The City Clerk's Office is responsible for keeping track of all leave banks for the employees within all departments. The records should reflect hours earned, used, and unused.

Sec. 4.02 PAID HOLIDAYS

The City recognizes the following holidays as paid holidays and the dates that they will be observed on:

- New Year's Day, January 1
- Martin Luther King Jr. Day, Third Monday in January
- President's Day, Third Monday in February
- Spring Holiday, Monday after Easter
- Memorial Day, Last Monday in May
- Juneteenth Day, June 19
- Independence Day, July 4
- Labor Day, First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day after Thanksgiving Day, Fourth Friday in November
- Christmas Eve, December 24 beginning at 12:00 PM
- Christmas Day, December 25

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. When Christmas Eve falls on a Friday, it will be observed on Thursday. When Christmas Eve falls on a Sunday, it will be observed on Friday.

The Mayor with City Council approval may designate such special holidays as circumstances merit.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay at time and 1/2 for the time period worked.

Regular part-time employees, who work an average of at least 30 hours per week, will be eligible for paid holidays on a prorated basis.

Temporary/Seasonal employees are not eligible for paid holidays, and if required to work on a holiday will be paid for the time worked at their normal rate of pay.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have any leave that hasn't been preapproved for the workday immediately preceding or immediately following the holiday unless explicitly excused by his/her department head or the city administrator. Preapproved leave shall include vacation leave and sick leave approved as per policy.

Sec. 4.03 VACATION

Vacation leave shall be used in not less than one-half hour increments.

All regular full-time employees are eligible to take vacation leave as it is earned. Vacation shall be earned in prorated bi-weekly increments of the total annual accrual rate below:

- Years 0 through 10 4.61 hours per pay period
- Years 11 through 20 6.15 hours per pay period
- Year 21 and beyond 7.68 hours per pay period

Regular part-time employees scheduled to work thirty (30) or more hours per week will accrue vacation at a prorated amount based on the average hours worked.

Temporary/seasonal employees are not eligible for earned vacation leave.

Department Heads will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee is encouraged to take a period of vacation that allows him or her to be away from the workplace for a minimum of five consecutive workdays. Holidays, which occur during an employee's vacation, do not count as vacation time.

MAXIMUM BANK

Vacation leave maximum accumulation is 280 hours. If the total amount of unused vacation leave reaches the maximum allowed, vacation accrual shall stop. When the employee uses paid vacation and brings the maximum allowable accumulation below the cap, vacation accrual will begin again.

TRANSFERS

When an employee transfers from one department to another in the City Personnel System, his/her vacation accrual will be transferred to the new department. Transfers made for the convenience of the employee will result in loss of preference in the scheduling of vacation time.

PAYMENT FOR VACATION TIME NOT TAKEN

Upon termination, employees will be paid for all unused accrued vacation. In the event of the death of an employee, payment will be made to the employee's beneficiary or estate for all unused accrued vacation time.

ADVANCE NOTIFICATION

Vacation shall be scheduled in advance with the direct supervisor and approved by the Department Head.

Sec. 4.04 SICK LEAVE

BENEFIT:

Employees will be provided with 96 hours of sick leave at the start of each calendar year. Newly hired employees will be provided with a prorated amount based on hire date. Employees may accumulate up to 991 hours of sick leave. Employees shall not accrue any sick leave beyond 991 hours.

Regular part-time status employees working thirty (30) or more hours per week will accrue sick leave at a prorated amount based on the scheduled hours worked. Temporary/seasonal employees are not eligible for sick leave.

Employees shall not be paid for any accrued sick leave upon termination of employment, unless otherwise specified in these policies.

REPORTING OF ABSENCE FOR ILLNESS

In the event that an employee is absent from work, for reasons that entitle the employee to use the sick time leave bank, the employee is responsible for notifying his/her supervisor at least 30 minutes prior to duty time. If the employee fails to notify his/her supervisor or the person designated to receive such calls, no time bank leave will be approved, except in unusual circumstances to be determined by the Department Head.

Upon return to work, the employee shall submit an Absence Report Request online form as provided in these rules.

INVESTIGATION OF USE OF MEDICAL LEAVE

Department Heads may investigate the alleged illness of an employee absent on sick leave due to illness. False or fraudulent use of sick leave may be cause for disciplinary action and may result in termination of employment.

MEDICAL STATEMENT

An employee who is absent on sick leave for more than three consecutive days because of an illness of his/her own or that of an immediate family member, will be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Department Head before returning to work.

PAYOUT AT RETIREMENT

Accrued sick leave will be paid out to the employee upon death or retirement (age set forth in the pension documents) for 1/3 the value of the accrued leave at the employee's current rate of pay.

Sec. 4.05 FAMILY/MEDICAL LEAVE POLICY

FMLA Policy

It is the policy of the City of Crete to grant up to 12 workweeks of unpaid, job-protected family/medical leave during a 12-month period to eligible employees.

The City of Crete will also grant up to 26 workweeks of unpaid leave during a 12-month period to eligible employees if caring for a covered military service member or veteran and up to 12 workweeks of unpaid leave during a 12-month period for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter or parent is on active duty or has been called to active military duty.

This policy is intended to comply with all state and federal laws governing such leave, including the Family and Medical Leave Act, as amended, and is designed to safeguard employee privacy rights to the fullest extent of the law [this policy is intended to cover illnesses of a serious and/or long-term nature as defined by law; see "Sick Leave" Policy for short-term health-related leaves of absence and corresponding eligibility].

Leave Entitlement

An employee requesting to use family/medical leave must:

- Have a qualifying reason to use family/medical leave (see "Qualifying Reasons for Leave" below); and
- Have worked for the City of Crete for at least 12 months (or 52 weeks); and
- Have worked at least 1,250 hours during the 12-month period prior to the commencement of the leave; and
- Be employed at a work site that has 50 or more employees within a 75-mile radius.

Calculation of Leave

When eligible employees take family/medical leave, the City of Crete shall use the "forward

measurement” calculation to track leave. The definition of “forward measurement” means the 12-month period measured forward from the date an employee's first FMLA leave begins.

Example:

John first uses family/medical leave from September 1-15, 2007 (a total of 2 weeks leave). Consequently, if qualified, John is eligible for an additional 10 weeks of family/medical leave between September 16, 2007, and August 31, 2008. John is again eligible for 12 weeks of family/medical leave starting September 1, 2008, contingent upon qualifying reasons for the requested leave. If it has been more than 12 months since John took family/medical leave after the September 1-15, 2007, period, a new forward measurement period will begin once family/medical leave is commenced in the future.

Exception: “Covered service member leave” starts the day the leave begins and is calculated using a different 12-month period than what is described above. An employee may have a qualifying FMLA event (e.g., leave for surgery) that is calculated on one forward measurement year and a qualified covered service member leave event that is calculated on a different forward measurement year. (Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered service member.)

Use of Employee Accrued Leave Banks

The City of Crete requires employees to use accrued paid sick, comp time, and holiday leave when taking family/medical leave. An employee must use all accrued leave except vacation from his or her leave bank while on family/medical leave. Leave shall be drawn from his/her time bank in this order: sick, comp time, holiday, and vacation, except when employee chooses to use Short-Term and/or Long-Term Disability plan benefits, then accrued leave banks will be used according to the plan provider’s specifications. If an employee exhausts all accrued sick, comp time, and holiday leave, then the balance of the 12-week family/medical leave period will be unpaid leave, unless the employee chooses to draw upon their vacation leave at his/her option. Once all vacation leave is exhausted or the employee chooses not to utilize vacation leave, then the balance of the 12-week family/medical leave period will be unpaid leave. An employee's use of paid leave for family/medical leave does not extend the 12-week family/medical leave period (or 26-week period for covered service member leave).

Qualifying Reasons for Leave

Employees may use family/medical leave for any of the following reasons:

- The birth of a child, including the care and bonding for such child. Leave must be completed within the 12-month period beginning on the date of birth.
- The placement of a child for adoption or foster care and in order to care for and bond with the newly placed child. Leave must be completed within the 12-month period beginning on the date of placement.
- To care for a spouse, child, or parent with a serious health condition.
- To care for the employee’s own serious health condition.
- To care for a spouse, son or daughter, or parent who has a qualifying exigency arising out of the fact that he or she is deployed to a foreign country in a regular component of the Armed Forces or is in the National Guard or Reserves and is on active duty (or has been called to active-duty status), in support of a contingency operation.
- To care for a spouse, son/daughter, or parent because the employee is the next of kin of a covered service member with a serious injury or illness

Requests for leave as described above will be based on competent medical advice and/or other documentation in compliance with applicable law.

Requesting Family/Medical Leave

Providing Sufficient Advance Notice: When the need for leave is foreseeable, an employee is to provide his/her supervisor with at least 30 calendar days' notice, using the City of Crete's "Request for Leave of Absence" form." Failure to provide such notice may be grounds for delay of leave. In situations involving serious health conditions, the employee is to work with his/her supervisor to schedule the leave in a way to avoid disruption of the City of Crete's operations as much as possible. Eligibility for requested leaves of absence will be determined initially by Human Resources and modified as necessary during the leave.

Emergency or Unforeseeable Notice: Where the need for the leave is either unforeseeable or where it is impossible for the employee to provide 30 days' calendar notice, he/she is to provide their supervisor with as much notice as practical (within one to two business days of learning of the need for leave except in extraordinary circumstances). If an employee is personally unable to notify his/her supervisor that medical leave is needed, notice may be given by the employee's designated representative.

Certification for Leave

Initial Certification Documentation: At its discretion, the City of Crete may require certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent, or for qualifying exigency. Applicable forms to support eligibility will be provided to the employee by Human Resources and must include the following:

- For the employee's own medical leave, the certification must include the reason why the employee is unable to perform the essential functions of his/her position.
- For leave to care for a seriously ill child, spouse, or parent, the certification must support need for care.
- For leave to care for a spouse, son or daughter, or parent who has a qualifying exigency arising out of the fact that he or she is on active duty or has been called to active-duty status in the military, the certification must include the reason(s) related to the qualifying exigency.
- For leave to care for a spouse, son/daughter, or parent because the employee is the next of kin of a covered service member with a serious injury or illness, the certification must support need for care.

Follow-up Certification Documentation: At its discretion during the employee's leave, the City of Crete may require an employee to submit documentation and other information regarding the current status of the reasons for the leave, including the employee's health care provider's best estimate of the expected return from the leave. Failure to provide requested information within 15 calendar days, except in extraordinary circumstances, either for initial or follow-up certification status, may result in a denial/delay of leave until documentation is provided.

Additional Medical Opinions: Additional medical opinions may be required should the City of Crete have reasonable doubts regarding the medical certification provided. The City of Crete will pay for any such additional opinions. If the second health care provider's opinion conflicts with the original medical certification, the City of Crete, at its expense, may require a third, mutually

agreeable, health care provider to conduct an examination and provide a final binding opinion.

Second and third opinions and recertification(s) are expressly prohibited for leave to care for a covered Service member.

Workers' Compensation Absences

If an employee is absent due to an injury for which the employee is receiving workers' compensation, the period of FMLA leave will run concurrently with the workers' compensation absence.

Intermittent and Reduced-Schedule Leave

If medically necessary for a serious health condition of the employee or his/her spouse, child, or parent, 12 weeks of the unpaid leave may be taken on an intermittent or reduced leave schedule (26 weeks if for qualifying military caretaker leave). If requested on this basis, the City of Crete may require the employee to temporarily transfer to an alternative position (or part-time schedule), provided that the position has equivalent pay and benefits (on an hour) basis.

Any employee may request to take intermittent leave for the birth, or placement of his/her child for adoption or foster care, including the care and bonding for such child, up to 12 weeks after birth, adoption, or foster care placement, contingent upon supervisor approval.

Maintenance of Benefits / Job Restoration

Health Insurance: During an approved family/medical leave, the City of Crete will maintain the employee's group insurance benefits as if he/she were actively employed. Included in group insurance benefits are:

- Health coverage, including dental and vision
- Group Term Life
- Long-term Disability
- Short-term Disability

For group insurance premiums normally paid by the employee, the employee will pay for the same portion of the group insurance premium that was required prior to the employee taking leave, according to the following:

- a) **If Paid Leave is Available:** If paid leave is substituted for unpaid family/medical leave, the City of Crete will deduct the employee's portion of the group plan premium as a regular payroll deduction.
- b) **If Paid Leave is Not Available:** If the family/medical leave is unpaid, the employee will have two options to pay group insurance premiums:
 - 1) Have additional payroll deductions made in advance of or following the leave; or
 - 2) Pay his/her portion of the premium by personal check, due by the first business day of the month for the month that the coverage applies. Group insurance coverage may cease if the employee's premium payment is more than 30 days late.

Retirement: During an approved family/medical leave, the City of Crete will maintain the employee's retirement benefits as if he/she were actively employed for purposes of vesting, eligibility status, and employee contributions (based on the employee's gross salary earnings

during any period of paid leave).

If the employee is on unpaid family/medical leave, employee/employer contributions to his/her retirement plan will cease and subsequently resume after return to work.

Employee Medical/Child Care Flex Plan (Section 125 Plan): If the employee participates in a Section 125 Plan and will be on unpaid family/medical leave, he/she will have three options to continue participation in this plan:

- a) Have additional payroll deductions made in advance of the leave; or
- b) Pay by personal check on the first business day of the month the amount that would have been deducted from his/her payroll while working; or
- c) May suspend and adjust annual plan amount, as long as it is consistent with previous election and spending.

Other Deductions: If the employee participates in other benefits normally processed through payroll deductions, these will be handled as agreed upon with Human Resources.

If Employee Does Not Return to Work: If an employee elects not to return to work for at least 30 calendar days at the end of his/her leave period, he/she will be required to reimburse the City of Crete for the cost of the premium(s) paid by the City of Crete for maintaining coverage during the family/medical leave period, unless the employee was not able to return to work because of a serious health condition or other circumstances beyond his/her control.

Accruing Leave: Employees accrue vacation, sick, and holiday leave according to normal accrual policies.

Seniority Status (Length of Employment Service): An employee is entitled to the same level of seniority held when he/she went on leave and is entitled to continue to receive credit for time worked during the period of the leave.

Pay Increases: Employees on paid leave are eligible to receive their annual merit increase if it is feasible for the employee and supervisor to meet to discuss the annual performance review. In such situations where this is not feasible due to the employee's medical condition or other obligations, the merit increase will be retroactive to the date the employee should have received the increase once the employee returns to work.

Employees on family/medical leave who are currently on an introductory period are not eligible to receive pay increases until the employee has physically been at work to complete his/her required introductory period.

Restoration to Former or Equivalent Position

Upon return to work from an approved family/medical leave, the City of Crete will make every effort to place an employee in his/her former position or a position equivalent to the one held when the employee began the leave, subject to any extenuating circumstances which may occur to the City of Crete's operations during the leave and which would have affected the employee had he/she not been on leave. Upon return from an approved family/medical leave, the City of Crete will

reinstate the employee's credited service and other aspects of employment consistent with the law.

Reasons for Termination/Deny Reinstatement by City of Crete

Lack of Notice by Employee: If an employee works at another job during the leave without prior written approval by the City of Crete, the City will deem that the employee has resigned his/her position and terminate his/her employment.

Failure to Return to Work: Similarly, if an employee fails to return from a leave on the agreed-upon date, except for reasons beyond his/her control, the City of Crete, after making a reasonable attempt to contact the employee, will deem that that the employee resigned and terminate his/her employment.

Key Employees: Highly compensated employees (highest-paid 10 percent of employees at a work site or within a 75-mile radius of the work site) may not be returned to their former or equivalent position following a leave, if restoration of employment will cause substantial economic injury to the City of Crete. The City of Crete will notify an employee that he/she qualifies as a "highly compensated" employee if the City intends to deny reinstatement, including employee rights.

Other: The City of Crete may terminate or deny reinstatement of employment for other reasons in accordance with applicable state and federal law, including but not limited to:

- Employee fails to provide fitness-for-duty medical certification.
- The City of Crete can demonstrate employee would not have remained employed if leave had not been taken.
- Employee unequivocally advises of his/her intent not to return to work.
- Employee fraudulently obtains leave.

Maintenance of Family/Medical Leave Records

Information related to an employee's family/medical leave will be used solely as part of the leave approval and monitoring process and kept strictly confidential by the Human Resources. Related records will be filed separately from an employee's main personnel file and may only be accessed on a need-to-know basis with permission from the City Administrator. The City shall make, keep, and preserve records pertaining to its obligations under the Family and Medical Leave Act in accordance with the recordkeeping requirements of the Fair Labor Standards Act (FLSA).

Nondiscrimination/Non-retaliation Statement

The City of Crete will not (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; (2) terminate or discriminate against any person for opposing any practice made unlawful by the FMLA; or (3) terminate or discriminate against any person for his/her involvement in any proceeding under or relating to the FMLA.

Definitions Under FMLA Law (applies only to definitions under this FMLA policy)

Employee eligibility and reasons for eligibility, for family/medical leave are determined using with the following definitions:

- **Child** – Birth through 17 years of age unless he/she is "incapable of self-care" because of mental or physical disability that limits one or more of the "major life activities" as those terms are defined in regulations issued by the Equal Employment Opportunity Commission

(EEOC) under the Americans With Disabilities Act (ADA). Child can mean biological, adopted, foster child, and stepchild.

- **Employee** – Applies to male or female workers.
- **Married Employees** – When a married couple is employed by the City of Crete, the two spouses together may take a combined total of 12 weeks’ leave during any 12-month period for reasons 1, 2, or 3 in “Qualifying Reasons for Leave.”
- **Next of Kin** – Nearest blood relative, unless another blood relative is designated in writing.
- **Parent of Child** – Where there is no legal or biological relationship between child and adult, the adult will qualify as “parent of child” according to the above “child” definition when the adult stands in loco parentis (acts in the capacity of parent to child).
- **Parent of Employee** – Biologically related to employee, adoptive parent of employee, or in loco parentis (acted in the capacity of a parent to the employee when the employee was a child).
- **Serious Health Condition** - The City of Crete will grant leave for any condition defined as a “serious health condition” under the federal Family and Medical Leave Act and/or any applicable state law. This means an illness, injury, impairment, or physical or mental condition that involves either:
 1. Inpatient care in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
 2. Continuing treatment by a health care provider, which includes:
 - a. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - i. treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - ii. one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy)
 - b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - c. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - e. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.
- **Service member Caregiver Leave** – Caring for a covered military service member or veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred any time during the five (5) years preceding the date of treatment that:
 - a) Was suffered while on active duty in the armed forces,

- b) Existed before the beginning of the member's active duty and was aggravated by service, or
 - c) Manifested itself before or after the member became a veteran.
- **Son/Daughter** – The definition for “son/daughter” only pertains to qualifying exigency and covered service member leave and should not be confused with the definition for “child” as described above.
- **Spouse** – Husband or wife as defined or recognized under state law for purposes of marriage.
- **Qualifying Exigency** – This includes one or more of the eight events as follows:
- **Short-notice deployment:** To address any issue that arises from the fact that a covered military member is notified of an impending call or order to covered active duty 7 or less calendar days before the date of deployment. Leave taken for this purpose can be used for a period of 7 calendar days beginning on the date a covered military member is notified of an impending call or order to covered active duty.
- **Military events and related activities:** To attend any official ceremony, program, or event sponsored by the military that is related to the call to active duty. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the call to duty.
- **Childcare and school activities:** To arrange for alternative childcare. To provide childcare for a covered child on an urgent, immediate-need basis (but not on a routine regular, or everyday basis). To enroll in or transfer to a new school or daycare facility. To attend meetings with staff at a school or daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a covered child.
- **Financial and legal arrangements:** To make or update financial or legal arrangements to address the covered military member's absence (such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards, or preparing or updating a will). To act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on covered active duty or call to covered active-duty status and for a period of 90 days following the termination of the covered military member's active-duty status.
- **Counseling:** To attend counseling provided by someone other than a healthcare provider for oneself, for the covered military member, or for a covered child provided that the need for counseling arises from the call to duty.
- **Rest and recuperation:** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.
- **Post-deployment activities:** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active-duty status. To address issues that arise from the death of a covered military member and making funeral arrangements.
- **Additional activities:** To address other events that arise out of the covered military member's covered active duty or call to covered active-duty status provided that the employer and employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

Worksite Nursing Mothers Policy

The Patient Protection and Affordable Care Act (“Affordable Care Act”) amended section 7 of the Fair Labor Standards Act (“FLSA”) to require employers to provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child’s birth each time such employee has need to express the milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The City of Crete subscribes to the following policy:

1. Employee Notification to Supervisor

An employee who has a child up to one year of age shall notify their immediate supervisor that they would like to express their breast milk during work hours.

2. Employees shall be provided a place to express breast milk.

A private space (not a toilet stall or restroom) will be available for an employee to express milk using a breast pump. The space will have:

- a. Electrical outlet
- b. Table and chair
- c. Nearby sink for washing hands and rinsing pump parts
- d. A lock on the door

Employees may use their private office area for milk expression, if applicable. The supervisor shall notify the employee of the area designated to express breast milk. The supervisor shall have the assistance of the City Council in designating the location, if needed.

3. A refrigerator will be available for safe storage of expressed breast milk.

Employees may temporarily store their breast milk on the premises. A refrigerator will be available for safe storage of breast milk. Employees should provide their own containers, clearly labeled with name and date. Employees may store milk in their own cooler/ ice chest. Employees using the refrigerator are responsible for keeping it clean.

4. Flexible breaks to accommodate milk expression.

A breastfeeding employee shall be provided a flexible schedule for expressing breast milk for the child. A flexible schedule shall include consideration for the frequency of breaks and duration of each break for each time the employee needs to express the milk. Any paid break time shall not exceed 15 minutes for a break. If additional time is needed (above and beyond break time), the supervisor and employee shall coordinate a plan which may include the employee using vacation time, coming into work earlier, or leaving later.

5. Coworkers are expected to provide support for breastfeeding employees.

Coworkers of the breastfeeding employee shall provide an atmosphere of support for breastfeeding employees.

6. Notification to new and current employees

The Nursing Mothers Policy will be communicated to current staff and new employees via the Employee handbook.

7. Applicability

The Nursing Mothers Policy will be applicable to exempt and non-exempt employees.

Sec. 4.06 BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an *immediate family member* should notify their supervisor immediately. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements.

Up to three days of paid bereavement leave will be provided to eligible employees in the following classification(s):

Regular status full-time employees

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. Employee may, with their supervisor's approval, use any available paid time-bank leave for additional time off as necessary.

Regular status full-time employees who wish to take time off due to the death of a *secondary family member*, are eligible for one day of paid bereavement leave, with supervisor's approval.

Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular status employee or retiree of the City, provided such absence from duty will not interfere with normal operation of the City.

Sec. 4.07 JURY LEAVE

The City encourages employees to fulfill their civic responsibilities by serving on jury duty when required.

Employees called to jury duty or subpoenaed as a witness while on duty may keep that portion of jury pay or witness fees which is for transportation and meal expenses and turn the balance in to the City Clerk. Jury/Witness duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

Regular status full-time employees

In order to receive compensation, employees shall provide the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever court schedule permits.

Either the City or the employee may request an excuse from jury duty if, in City's judgment, the employee's absence would create serious operational difficulties.

Sec. 4.08 MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Nebraska law.

EMPLOYEE MILITARY LEAVE

LEAVE ENTITLEMENT

For active training duty, duty with troops, or at field exercises, all employees of the City of Crete, including elected officials, who shall be members of the National Guard of Nebraska, the Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve, shall be entitled to a leave of absence from their respective duties, without loss of pay, as set forth below, in all competent authority, or active training duty, or duty with troops or at field exercises or for instructions.

- Employees who normally work or are normally scheduled to work one hundred twenty hours or more in three consecutive weeks shall receive a military leave of absence of one hundred sixty hours each calendar year (20 days).
- Employees who normally work or are normally scheduled to work less than one hundred twenty hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks.

Such military leave of absence may be taken in hourly increments and shall be in addition to the regular annual leave of the employee.

When the Governor of this state declares that a state of emergency exists and any of the persons named in this section are ordered to active service of the state, a state of emergency leave of absence will be granted until such member is released from active service of the state by competent authority. A military leave of absence shall not be used during a state of emergency declared by the Governor. Other forms of leave may be granted. During a state of emergency leave of absence because of the call of the Governor, any official or employee subject to this section shall receive his or her normal salary or compensation minus the state active-duty base pay he or she receives in active service of the state. Governmental officers serving a term of office shall receive their compensation as provided by law.

NOTICE TO CITY

Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Military leave time will be scheduled with the Department Head and with the Human Resource Office as far in advance as possible and will, if possible, be at the convenience of the City's work schedule.

Employees on military leave for up to twenty (20) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

BENEFITS WHILE ON LEAVE

During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so for the health insurance coverage to continue.

If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Clerk's Office prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days. Taking military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

REINSTATEMENT RIGHTS

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits accrual rates based on length of service with the City.

FAMILY MILITARY LEAVE

LEAVE ENTITLEMENT

The City of Crete will grant a leave of absence to all eligible employees who are the spouse or parent of a person called to military service lasting 179 days or longer with the State or the United States pursuant to the orders of the Governor or the President of the United States. The City of Crete shall provide up to 30 days of unpaid family military leave to an eligible employee during the time federal or state deployment orders are in effect.

EMPLOYEE ELIGIBILITY

An employee must have been employed by The City of Crete for at least 12 months and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave to be eligible for family military leave.

NOTICE TO CITY/CERTIFICATION OF ELIGIBILITY

An employee must give at least 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of five or more consecutive workdays. Where able, the employee shall consult with his/her supervisor to schedule the leave so as not to unduly disrupt the operations of the City of Crete. Employees taking family military leave for less than five consecutive days shall give his/her supervisor advanced notice as is practicable. The City of Crete may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

BENEFITS WHILE ON LEAVE

During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work.

However, if the employee's leave banks have been exhausted, the employee must arrange with the Clerk's Office prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days. Taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

REINSTATEMENT RIGHTS

Any employee who exercises the right to family military leave, upon expiration of the leave, shall be entitled to be restored by the City of Crete to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. During any family military leave, an employee is required to use all accrued personal and/or vacation leave before going on unpaid status.

Sec. 4.09 ACCIDENT LEAVE

Accident leave is provided by the City to allow a period of recovery from on-the-job accidents. Full pay and benefits will be provided for 150 consecutive calendar days, subject to the waiting provisions in Neb. Rev. Stat. § 48-119 of the Nebraska Workers Compensation Act. Pursuant to that provision, no compensation will be allowed for the first seven calendar days after a disability begins unless that disability continues for six weeks or longer. When the disability lasts less than six weeks, employees may be granted accident leave.

Employees governed by the Civil Service Act of the State of Nebraska will be provided accident leave according to state statute.

Workers Compensation Benefits that replace lost salary are to be retained by the employee and the City will supplement these benefits up to the full net salary during the period of time that the employee continues to receive salary benefits under these rules. Should the employee receiving accident leave pay, collect from any other party for wages, he/she shall reimburse the City for wages paid as accident leave, to the extent wages are collected from any other party up to the amount of accident leave paid.

Sec. 4.10 LEAVE OF ABSENCE

Department Heads may grant an employee a leave of absence without pay for a period not to exceed 5 days if no leave banks are available. The City Council must approve a request for a leave of absence without pay in excess of 5 days. An employee who has been granted a leave of absence without pay shall not be granted any advancement or promotion in relation to the position from which he/she is on leave. The employee shall be entitled to and shall retain all benefits accrued up to the effective date of such leave. The employee shall not accrue vacation, sick leave, or other benefits during the period of time he/she is on leave of absence. The employee shall also be responsible for payment of total premiums (both City and employee shares) for continued health insurance coverage during the period of leave of absence. Upon expiration of the leave of absence and return to work by the employee, the wage of the employee shall reflect all general cost of living adjustments made during the leave.

CHAPTER 5

BENEFITS

To be eligible for benefits with the City, employees must be classified as a regular status employee and regularly work 30 hours per week or more.

Sec. 5.01 HEALTH/DENTAL INSURANCE

The City health and dental insurance plan provides employees and their dependents access to medical and dental insurance benefits. Employees in the following employment classifications are eligible to participate in the health and dental insurance plan:

- Regular Status Full-time employees
- Part-time employees who work thirty (30) hours or more per week

Eligible employees may participate in the health and dental insurance plan subject to all terms and conditions of the agreement between City and insurance carrier.

For all eligible employees, the City will pay 95% individual health and dental insurance premiums or 80% of family premiums. All part-time employees who work thirty (30) hours or more are eligible for coverage at pro-rated premiums. The City will continue to pay the budgeted premiums for eligible employees on ninety (90) day short-term disability.

If an employee chooses to participate in the high deductible health insurance coverage and wishes to have funds deposited in a health savings account at the bank used by the City for these accounts, the City will pay for the bank fees associated with the health savings account.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The City of Crete will comply with all Consolidated Omnibus Budget Reconciliation Act (COBRA) laws that apply to each employee as he/she leaves employment.

Sec. 5.02 LIFE/ACCIDENTAL DEATH INSURANCE

Life insurance offers you and your family important financial protection. The City provides a basic life insurance plan for eligible employees and elected officials. Additional supplemental life insurance coverage may also be purchased.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- Regular Status Full-time employees
- Part-time employees who work thirty (30) hours or more per week. The premium is pro-rated.

Eligible employees and elected officials may participate in the life insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

All employees and elected officials participating in this are covered for \$10,000 of life insurance which is paid for by the City. An additional supplemental insurance may be purchased by the employee or elected official.

Volunteer Firefighters receive \$10,000 of paid life insurance from the City's Group Policy as required in Nebraska State Statute 35-108 reissue 2008. An eligible city employee that is also a Volunteer Firefighter receives \$20,000 of paid life insurance subject to all terms and conditions of the agreement between the City and the insurance carrier. *(Amended 3/1/2016)*

Sec. 5.03 CAFETERIA PLAN

The City provides employees with the opportunity to set money aside from their paychecks into a cafeteria plan. This plan allows an employee to set money aside for expected medical and daycare expenses on a pre-tax basis. For more details, contact the Human Resources Department.

Sec. 5.04 PENSION PLAN

The City provides a pension plan that employee are eligible for on the Plan Entry Date coincident with or next following the date on which the Employee has completed 1 year of employment with the Employer and has attained age of 19 years. Participation is mandatory. Employees defer 7% (pre-tax) of their pay into the pension plan. The City matches the 7% contributed by the employee. Employees direct 100% of Employee and Employer contributions. The vesting schedule is as printed in the City of Crete Pension Plans.

Sec. 5.05 SHORT- AND LONG-TERM DISABILITY

The City provides its Regular Status Full-time and Regular Part-time employees who work thirty (30) hours or more per week with short- and long-term disability coverage. Eligible employees are eligible for coverage the first of the month following employment.

Sec. 5.06 TUITION REIMBURSEMENT

Tuition reimbursement for continuing education will be available after 6 months of employment subject to the following qualifications, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

Employees in the following employment classifications are eligible to receive qualified tuition reimbursement:

- Regular Status Full-time employees
- Part-time employees who work thirty (30) hours or more per week.

Qualification Process – the determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Head and City Administrator based on the following considerations:

- There is budget authority.
- The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee.
- Books and fees are necessary for the course.
- If the employee is eligible for other assistance programs.

Approval Process – To receive tuition reimbursement the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

- A or B – 100%
- C – 85%
- D or F – 0%

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Head and the City Administrator to determine eligibility for tuition and related expense reimbursement. Masters, Doctoral or PhD level classes and degree programs are not eligible for reimbursement.

The Department Head will include the request for reimbursement in the next payroll period after appropriate documentation is turned in.

Sec. 5.07 BILINGUAL PAY

Employees who are fluent in an approved second language will be paid \$500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Head will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Head will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Crete.

Sec. 5.08 CLOTHING ALLOWANCE

Each employee required to wear a uniform will be furnished with up to five (5) serviceable uniforms at a time as determined by the City. Employees are required to wear the uniforms during working hours and are not allowed to wear them during off duty hours. The definition of uniform will vary by department and position.

The uniforms are to be maintained by the individual employee and are to be considered property of the City. The City Business Office will furnish replacement uniform articles as necessary. All uniforms must be returned to the City upon termination of employment.

Sec. 5.09 AWARDS PROGRAM

Within the limitations of its financial position, the City of Crete may provide one recognition dinner each year for the elected and appointed officials, employees or volunteers. The maximum cost for such dinner shall be established by the Council, but shall not exceed fifty dollars (\$50.00) per person.

Recognition awards are given for every five years (5) of service.

ACKNOWLEDGEMENT OF RECEIPT

Please sign below and return to the Human Resource Coordinator, to be kept in your personnel file.

I have received my copy of the City of Crete Employee Handbook and understand that it is my responsibility as an employee to read and understand it, and with the understanding that this is not a contract, but the means of providing general information for my benefit.

Employee's Signature

Date

Human Resource Coordinator's Signature

Date