

Public Works Committee Meeting
Tuesday, October 21, 2025 5:00 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.

2. Roll Call

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

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Consider the application from TML Properties for a R-3 Special Exception permit request at 307 E 12th St for a sign

3.B. JEO discussing 2025 New Well and Transmission Main

3.C. WAPA Agreement

3.D. Draft Preliminary Scope of Work Crete, NE-BNSF Railway Corridor Highway/Rail Grade Crossing Safety Study Project

3.E. Burlington Estates Improvements

3.F. Blue Acres Drive Paving

3.G. Waste Connections draft agreement

3.H. Consider changing the Bid letting date for Crete Street & Alley Improvements from November 6th, 2025 to November 13th, 2025 at 10:00am

3.I. Consider the Jelinek Addition Administrative Subdivision

3.J. Discuss the Land Development, Planning, Zoning Application from Allen Agency, Inc requesting a variance for a house located at 315 W 10th St to allow an egress window on west side of the residence.

3.K. Executive session discussing property purchase

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, 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.

5. 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.

Land Development, Planning and Zoning Application

	QTY	TOTAL	
Subdivision Development			Crete Municipal Code Article 3 Subdivisions
Application Fee		\$100	
Preliminary Plat (plus City Attorney Fees)		\$200	Crete Municipal Code 11-306.01
Final Plat		\$200	Crete Municipal Code 11-306.02
Other Plats		\$200	
Subdivision Review and Inspections		\$250	City Engineer fees are in addition to listed fees
Recording Fee		\$25	
Administrative Subdivision			City Municipal Code 11-306.03 Administrative Subdivisions
Application Fee		\$100	
Subdivision Review and Inspections		\$250	
Recording Fee		\$25	
Zoning Change		\$200	Crete municipal Code Chapter 11 Article 2
Special Exception	1	\$200.00	Crete municipal Code Chapter 11-230
Variance Request		\$300	Crete Municipal Code 11-213
Comprehensive Plan Amendment		\$200	Future Land Use Map, Existing Land Use Map
Total Fees		\$200.00	City Attorney fees are in addition to listed fees

Owner Information

Name <i>TML Properties</i>	Phone <i>402-643-3909</i>	Email	
Street Address <i>137 North 7th Street S</i>	City <i>Seward</i>	State <i>NE</i>	Zip <i>68434</i>
Signature <i>[Signature]</i>	Application Date <i>9/22/25</i>		

Applicant Information

Name <i>Crete Smiles</i>	Phone <i>402-826-1015</i>	Email <i>info@cretesmiles.com</i>	
Street Address <i>307 E. 12th St.</i>	City <i>Crete</i>	State <i>NE</i>	Zip <i>68333</i>
Signature <i>[Signature]</i>	Application Date <i>9/22/25</i>		

Description

Crete Smiles Family Dentistry Sign.

Subdivision Development Checklist

Pre Application Meeting Date _____ Time _____

Planning Commission Meeting Date _____ Time _____ Application Fee

City Council Meeting Date _____ Time _____

- Preliminary Plat physical and digital copies
- Name, Location, Legal description, Date
- Names of Adjoining Properties
- North Point and Graphics Scale
- Roads
- Existing Utilities and sizes
- Name, Location, Legal description, Date
- Proposed Utility System
- Contours at intervals 2' or 5'
- Proposed improvement or grading
- Location of existing buildings
- Proposed Easements, Dedications
- Filing Fees
- Improvement schedule and restrictive covenants
- Notification of County Planning Commission
- Notification of School Board
- Final Plat one original and two mylar copies
- Date, title, Name, Location of Subdivision
- Graphics Scale and North Arrow
- Monuments 1" diameter maximum 30" length
- Dimensions, angles and bearings, legal description of the property
- Names of Adjoining Properties
- Location and dimensions of easements
- Purpose for which sites are dedicated or reserved
- Surveyor Certification as to the accuracy of plat
- Certification signed and acknowledged by all parties holding title
- Certification recording the approval of the Planning Commission
- Certification recording the approval of the City Council
- Detailed Construction plans of all required public improvements approved by and engineer
- Posted bond or certified check to the City of Crete in sufficient amount to complete the required improvements as approved by and engineer

Administrative Subdivision Checklist

Pre Application Meeting Date _____ Time _____

City Council Meeting Date _____ Time _____ Application Fee

- Name
- Date
- Title
- Location
- Names of abutting streets
- New lots, block numbers, setback lines
- Graphic Scale and true North Point
- Monuments
- Dimensions
- Legal description
- Certification
- Signed by all parties holding Title
- Protective covenants
- Have owners requested annexation
- Utility easements shown
- Final Plat Original & 2 Mylar's

Zoning Change or Comprehensive Plan Amendment

Pre Application Meeting Date _____ Time _____ Scaled Survey Drawing

Publish and Post Date _____ Time _____ Application Fee

Planning Commission Meeting Date _____ Time _____

City Council Meeting Date _____ Time _____

Parcel # and Current Zoning _____ Requested Zoning _____

Special Exception Request

Pre Application Meeting Date _____ Time _____ Application Fee

City Council Meeting Date _____ Time _____



Crete Smiles

Family Dentistry

402-826-1015





CITY OF CRETE
AND TWO MILE ZONING LIMIT
243 EAST 13TH STREET
CRETE, NE 68333

APPLICATION FOR SIGN PERMIT

FEE: \$ _____ NUMBER: _____ DATE: 9/22/2025

REAL ESTATE OWNER'S NAME: TML Properties INSTALLER'S NAME: Adkins Signs
REAL ESTATE OWNER'S ADDRESS: 137 North 7th Street Seward NE 68434 INSTALLER'S ADDRESS: 102 S. 11th St. Nebraska City
REAL ESTATE OWNER'S PHONE: 402 643 3909 INSTALLER'S PHONE: 402-873-6110
SIGN OWNER'S NAME: Crete Smiles SIGN LOCATION: 307 E. 12th St. Crete
SIGN OWNER'S ADDRESS: 307 E 12th St. Crete LEGAL DESCRIPTION: LOT: 15-16-17-18
SIGN OWNER'S PHONE: 402-826-1015 BLOCK: 146
CONTACT E-MAIL: info@cretesmiles.com ADDITION: Crete City

TYPE OF SIGN: ADVERTISING: _____ INFORMATIONAL: X DIRECTIONAL: _____
SIZE OF SIGN: 33x48" CLEARANCE OF SIGN TO GROUND: 27"
"SIGHT-TRIANGLE" COMPLIANT: Yes OVERALL HEIGHT OF SIGN: 60"

CONSTRUCTION MATERIAL TO BE USED: Aluminum Composite

WILL SIGN BE ILLUMINATED? YES _____ NO X

ELECTRICIAN'S NAME: _____

ELECTRICIAN'S ADDRESS: _____

ELECTRICIAN'S PHONE: _____

WILL SIGN PROJECT BEYOND THE PROPERTY LINE? YES _____ NO X # OF FEET? _____

WILL SUPPORT FOR SIGN BE LOCATED ON PUBLIC PROPERTY? YES _____ NO X

IS A STATE OF NEBRASKA SIGN PERMIT REQUIRED? YES _____ NO X
(HIGHWAY FRONTAGE)

SIGNATURE OF APPLICANT: Shikritul

SIGNATURE OF BUILDING INSPECTOR: _____

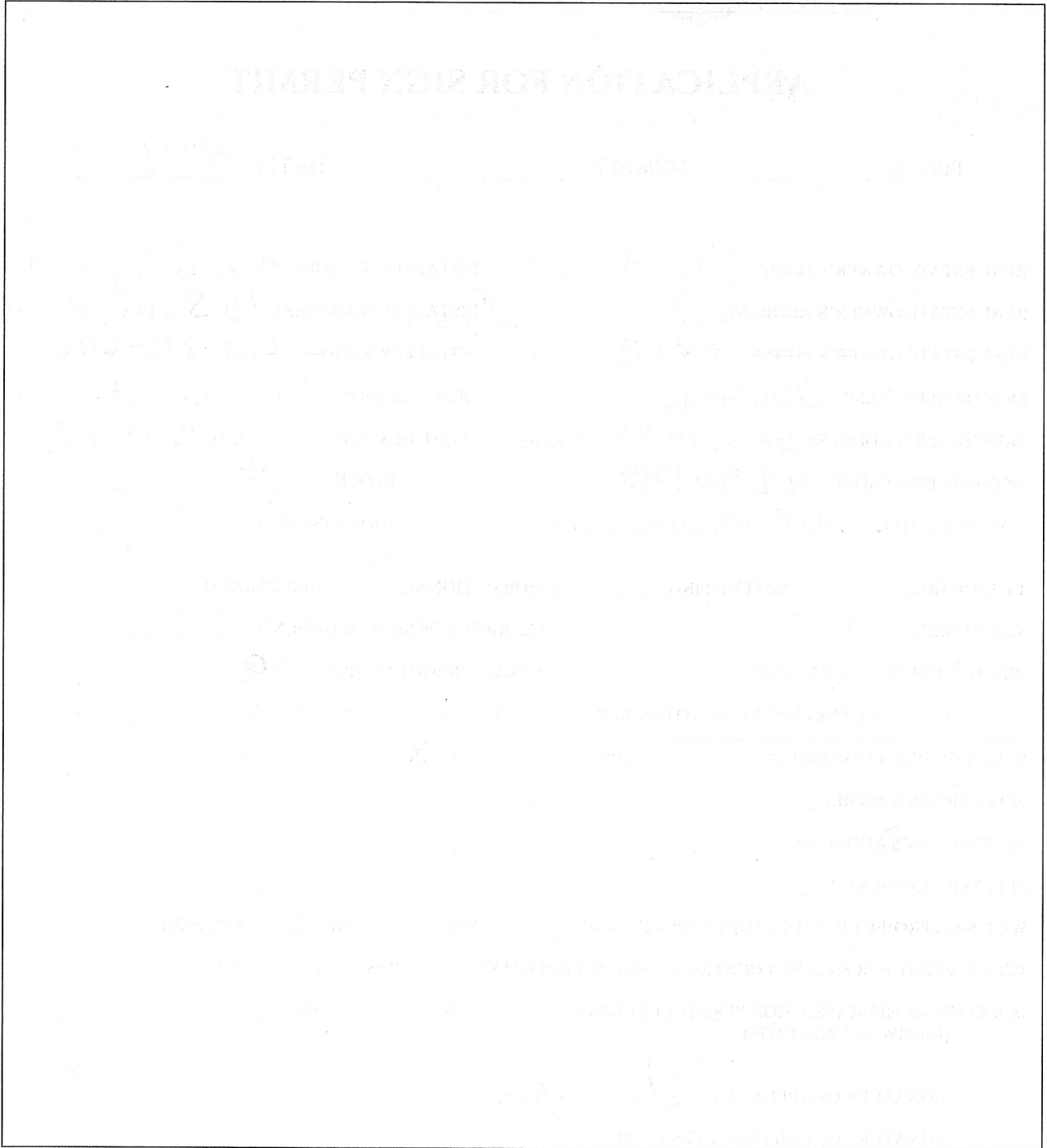
* PERMIT IS INVALID WITHOUT ATTACHED, APPROVED SITE PLAN AND DIAGRAM.

REFER TO CRETE MUNICIPAL CODE SIGN REQUIREMENTS, SECTION 11-800

LAST UPDATED ON 9/10/24.

PLOT PLAN

↑
NORTH



Please show location of sign or signs on the property, relative to all property lines. Any encroachment or overhang beyond the property lines **will** require an additional permit or variance. Questions? Email: trenton.griffin@crete.ne.gov

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made this _____ day of _____, 200____, on _____, effective under and as a part of Contract No. 89-BAO-37712-UGPR-1043, dated October 30, 1989September 17, 2012, hereinafter called the Contract, shall become effective on January 1, 2006the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated November 28, 2000September 17, 2012, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. CRETE'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Crete'sCrete's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Crete is receiving firm electric service from Municipal Energy Agency of Nebraska (MEAN).

2.1.3 Crete's own generation- which has been leased to MEAN

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Crete are altered so that this Exhibit B does not correctly identify those arrangements.

~~3. REPORTING REQUIREMENTS: Crete must provide, or cause to be provided, data to Western each month that documents both the times of operation and the amounts of power and energy generated. If Crete's resources are not operated during the month, information shall be submitted to Western so indicating. Crete shall also keep such other records as may be necessary for the purposes of this Exhibit B and will furnish the Contracting Officer with such information or reports necessary for the determinations called for herein.~~

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Crete'sHistorically, Crete's System Demand for any billing period shall bewas the sum of the highest coincident 30-minute integrated demands established from meter

readings taken at: the Point of Measurement (POM), which may have been adjusted and defined in Exhibit C.

~~4.1.1 the Point(s) of Measurement, as may be adjusted and defined in Exhibit C; and~~

~~4.1.2 the Point(s) of Measurement into Crete's system from its generating units, adjusted, if necessary, to generator bus voltage.~~

~~4.2 Crete's Historically, Crete's~~ System Energy Requirements for any billing period ~~shall be~~ was the total energy delivered during the billing period at: the POM, which may have been adjusted and defined in Exhibit C.

~~4.2.1 the Point(s) of Measurement, as may be adjusted and defined in Exhibit C; and~~

~~4.2.2 the Point(s) of Measurement into Crete's system from its generating units, adjusted, if necessary, to generator bus voltage.~~

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.23 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Crete as shown below: The table was calculated based upon the November 1980 through October 1981 reference year chosen by Crete.

Summer Season	__kW	__MWh	Winter Season	__kW	__MWh
May	2,379	1,172	November	1,880	1,036
June	2,588	1,330	December	1,880	__962
July	2,588	1,269	January	1,880	__953
August	2,588	1,159	February 1/	1,786	__986
September	2,588	__956	March	1,756	__897
October	2,493	1,167	April	1,676	__965

1/ Energy amount for leap year will be 1,021 MWh.

5.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C ~~using the ratio of the obligation of Western, as noted above, to the respective Crete's System Demand and System Energy Requirements for that same period as determined pursuant to Section 4 above.~~

5.3 ~~This Subsection is intentionally left blank.~~

5.4 ~~Crete shall be responsible to notify Western in the event that Crete's Crete's System Demand and/or Crete's Crete's System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period, then Crete's actual System Demand and/or System Energy Requirements shall be Western's Maximum Rate of Firm Power Obligation and Maximum Energy Obligation for that billing period.~~

5.45 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Crete pursuant to Subsection 6.23 of the Contract upon five ~~years~~ years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.23 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.56 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate(s) of Delivery or energy deliveries are modified as provided elsewhere in the Contract.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to Crete in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5 above.

6.2 The billed energy provided by Western to Crete in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5 above.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

_____ WESTERN AREA POWER ADMINISTRATION

_____ By _____

_____ Title _____ Vice President of Power
Marketing Manager

_____ for Upper Great Plains Region

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF CRETE, NEBRASKA

_____ By _____

Attest: _____ Title _____

By _____

Address _____ P.O. Box 86

Title _____

_____ Crete, NE 68333-0086

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 12-UGPR-1043, dated September 17, 2012, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated September 17, 2012, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. CRETE'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Crete's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Crete is receiving firm electric service from Municipal Energy Agency of Nebraska (MEAN).

2.1.3 Crete's own generation which has been leased to MEAN

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Crete are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Historically, Crete's System Demand for any billing period was the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point of Measurement (POM), which may have been adjusted and defined in Exhibit C.

4.2 Historically, Crete's System Energy Requirements for any billing period was the total energy delivered during the billing period at the POM, which may have been adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Crete as shown below. The table was calculated based upon the November 1980 through October 1981 reference year chosen by Crete.

Summer Season	kW	MWh	Winter Season	kW	MWh
May	2,379	1,172	November	1,880	1,036
June	2,588	1,330	December	1,880	962
July	2,588	1,269	January	1,880	953
August	2,588	1,159	February <u>1/</u>	1,786	986
September	2,588	956	March	1,756	897
October	2,493	1,167	April	1,676	965

1/ Energy amount for leap year will be 1,021 MWh.

5.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C.

5.3 This Subsection is intentionally left blank.

5.4 Crete shall be responsible to notify Western in the event that Crete's System Demand and/or Crete's System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period.

5.5 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Crete pursuant to Subsection 6.3 of the Contract upon five years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.6 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate of Delivery or energy deliveries are modified as provided elsewhere in the Contract.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to Crete in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5 above.

6.2 The billed energy provided by Western to Crete in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5 above.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

DRAFT

8. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF CRETE, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 86

Title _____

Crete, NE 68333-0086

UGPR-1043

____City of Crete, Nebraska

EXHIBIT C

(Transmission Path and Delivery and Measurement Conditions)

4.1. This Exhibit C ~~is made this _____ day of _____, 19 __, to be on~~
 ~~effective under and as a part of Contract No. 89-BAO-37712-UGPR-1043, dated~~
~~, 19 __ September 17, 2012, hereinafter called the Contract, shall become effective on~~
~~the first day of the first full billing period after the date of its execution. Upon such~~
~~effective date of the Contract, this Exhibit C shall terminate and supersede Exhibit C~~
~~dated September 17, 2012, and shall remain in effect until either superseded by another~~
~~Exhibit C or the termination of the Contract.~~

2. TRANSMISSION PATH: ~~The contract~~

2.1 Historically, the transmission path for the electric power and energy sold by Western to Crete will be from the system edge of Western, over the Western's transmission system into third party transmission systems, under arrangements entered into by Crete, and then to Crete's facilities at Point of Delivery (POD) in the vicinity of Crete, Nebraska.

2.2 On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain facilities into SPP Zone 19 1/ which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of Crete are not directly interconnected with SPP Zone 19. Deliveries of Federal power and energy sold under this Contract are therefore made over Western's facilities within SPP Zone 19, then into system(s) under the functional control of SPP outside of SPP Zone 19 3/, and that power and energy is then delivered to Crete. Crete's facilities are directly interconnected with the facilities of Nebraska Public Power District (NPPD) to the Point of Delivery specified in Subsection 3.1. This transmission path located in SPP Zone 17. Crete is provided responsible for under and has made the necessary transmission arrangements for delivery of Federal power and energy, including losses, from the edge of SPP Zone 19 to the POD identified in Section 3 below. Should Western no longer have qualifying transmission facilities in SPP Zone 19 or the transmission arrangements change, Crete is responsible for all transmission arrangements from the edge of Western's system to the POD in Section 3 below. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

UGPR-1043

____City of Crete, Nebraska

2/ Western has made separate contractual arrangements entered into by Crete for delivery of Federal power and energy in SPP Zone 19.

3/ Federal power and energy may pass over system(s) under the functional control of SPP in Zones 16, 17, and/or 18 before being delivered to Crete.

3. DELIVERY CONDITIONS:

3.1 The Point of Delivery (POD) for electric power and energy delivered to Crete is defined as the point where the ~~34.5-kV facilities, 500-volt circuit~~ of NPPD ~~connects~~ connects to the ~~34.5-kV facilities, 500-volt circuit~~ of Crete at or near, in the vicinity of Crete, Nebraska.

~~3.2 Electric power and energy will be delivered to Crete at a nominal delivery voltage of thirty-four thousand five hundred (34,500) volts.~~

4. MEASUREMENT CONDITIONS: ~~The Point of Measurement for electric power and energy delivered to Crete will~~ Crete receives fixed firm power and energy amounts as listed in Exhibit B. Meter readings are not used for Crete's deliveries. Crete is billed the fixed power and energy values as provided in Exhibit B of this Contract.

5. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit C may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

UGPR-1043

____ City of Crete, Nebraska

6. EXECUTION IN COUNTERPARTS: This Exhibit C may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit C may be at or near the Point of Delivery and such electric power and energy shall be detached by any counterpart of this Exhibit C without impairing the legal effect of any signatures thereon, and may be measured at thirty-four thousand five hundred (34,500) volts attached to another counterpart of this Exhibit C identical in form hereto, by having attached to it one or more signature pages.

____ WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

____ CITY OF CRETE, NEBRASKA

By _____

Attest: _____

Title _____

By _____

Address P. O. Box 86

Title _____

Crete, NE 68333-0086

EXHIBIT C

(Transmission Path and Delivery and Measurement Conditions)

1. This Exhibit C made on _____, effective under and as a part of Contract No. 12-UGPR-1043, dated September 17, 2012, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit C shall terminate and supersede Exhibit C dated September 17, 2012, and shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. TRANSMISSION PATH:

2.1 Historically, the transmission path for power and energy sold by Western to Crete was from the edge of Western's transmission system into third party transmission systems, under arrangements entered into by Crete, and then to Crete's facilities at Point of Delivery (POD) in the vicinity of Crete, Nebraska.

2.2 On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain facilities into SPP Zone 19 1/ which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of Crete are not directly interconnected with SPP Zone 19. Deliveries of Federal power and energy sold under this Contract are therefore made over Western's facilities within SPP Zone 19, then into system(s) under the functional control of SPP outside of SPP Zone 19 3/, and that power and energy is then delivered to Crete. Crete's facilities are directly interconnected with the facilities of Nebraska Public Power District (NPPD) located in SPP Zone 17. Crete is responsible for and has made the necessary transmission arrangements for delivery of Federal power and energy, including losses, from the edge of SPP Zone 19 to the POD identified in Section 3 below. Should Western no longer have qualifying transmission facilities in SPP Zone 19 or the transmission arrangements change, Crete is responsible for all transmission arrangements from the edge of Western's system to the POD in Section 3 below. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

2/ Western has made separate arrangements for delivery of Federal power and energy in SPP Zone 19.

3/ Federal power and energy may pass over system(s) under the functional control of SPP in Zones 16, 17, and/or 18 before being delivered to Crete.

3. **DELIVERY CONDITIONS:** The POD for electric power and energy delivered to Crete is defined as the point where the 34,500-volt circuit of NPPD connects to the 34,500-volt circuit of Crete, in the vicinity of Crete, Nebraska.
4. **MEASUREMENT CONDITIONS:** Crete receives fixed firm power and energy amounts as listed in Exhibit B. Meter readings are not used for Crete's deliveries. Crete is billed the fixed power and energy values as provided in Exhibit B of this Contract.
5. **USE OF DIGITAL SIGNATURES:** The Parties agree that this Exhibit C may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Contract Amendment No. 1
Contract No. 12-UGPR-1043
City of Crete, Nebraska

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF CRETE, NEBRASKA

(General Power Contract Provisions)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF CRETE, NEBRASKA

(General Power Contract Provisions)

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General Power Contract Provisions dated July 17, 2025

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF CRETE, NEBRASKA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on _____,
between the UNITED STATES OF AMERICA, acting through the Western Area Power
Administration, hereinafter called Western, and the CITY OF CRETE, NEBRASKA, a
municipal corporation duly organized under and by virtue of the laws of the State of
Nebraska, hereinafter called Crete or Contractor; their successors and assigns, each
sometimes hereinafter called the Party or all sometimes hereinafter collectively called
the Parties, as part of Contract No. 12-UGPR-1043, dated September 17, 2012
(Original Contract), as amended, pursuant to the same authorities as the Original
Contract, and subject to all the provisions as the Original Contract except as herein
amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among
other things, the sale of firm electric power and energy to Crete through
December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007, made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "GENERAL POWER CONTRACT PROVISIONS," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in

full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

(SEAL)

CITY OF CRETE, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P. O. Box 86

Title _____

Crete, NE 68333-0086

Draft Preliminary Scope of Work

Crete, NE-BNSF Railway Corridor Highway/Rail Grade Crossing Safety Study Project

The Crete, NE-BNSF Railway Corridor Highway/Rail Grade Crossing Safety Study Project will examine eight existing at-grade crossings in the vicinity of Crete, NE, to look for opportunities to improve safety, mobility, emergency access, and railroad operating efficiency in this busy BNSF rail corridor. There have been several highway-rail incidents in the City and adjacent portions of Saline County. The study will conduct an Alternatives Analysis for the corridor, located on BNSF's Hastings Subdivision, that consists of examining past accident history, performing traffic modeling and analyses to determine potential safety and mobility improvements for the Crete area for the future. These potential options include the following specific highway/rail at grade crossings;

- Conceptual engineering for a potential railroad/vehicle grade separation at Main Avenue (BNSF Milepost 79.64);
- Conceptual engineering for grade crossing upgrades/modifications and/or closures at:
 - Road 2000 (BNSF Milepost 82.24)
 - Blue River Road (BNSF Milepost 81.23)
 - Arizona Avenue, (BNSF Milepost 80.68)
 - W 13th Street, (BNSF Milepost 80)
 - Hawthorne Avenue, (BNSF Milepost 79.25)
 - Boswell Avenue, (BNSF Milepost 79.03) and
 - SH 103 (BNSF 77.65).

The analysis will also look at the adjustments of crossing warning systems timing, railroad signal systems, and track alignment and superelevation to accommodate consistent railroad speed regimes through the City of Crete and its environs. This could potentially improve mobility through Crete by reducing times vehicles wait at crossings for trains to pass and improve Amtrak and BNSF train schedule performance.

The study will also complete an environmental evaluation for the corridor, preliminary engineering for each discrete capital project, as well as cost estimates. The project will develop environmental documentation to enable the city to pursue future construction funding opportunities, conduct technical studies, and develop engineering to a 30% level for each project element. Its scope includes tasks appropriate to the Federal Railroad Administration's (FRA's) Railroad Crossing Elimination (RCE) Grant Program Tracks 1 and 2 (Project Planning and Development Lifecycle Stages). This would position the project to enter the next two FRA Lifecycle Stages, Final Design and Construction.

Task 1 – Project Administration and Management

Project management will be provided throughout the duration of the project, including the work necessary to guide and direct overall processes and the project team. Project management will consist of overseeing production efforts that include contract administration, progress monitoring, and directing the project's quality control activities. It is estimated that the substantive tasks included in this RCE Tracks 1 and 2 Project Planning and Development lifecycle stages will require approximately [xx] months ([xxx] years) to complete, excluding an estimated [x] months of project initiation and project closeout.

Deliverables:

- Develop Project Management Plan for project in accordance with FRA requirements
- Project Closeout Report, in accordance with FRA requirements

Task 2 – Preliminary Project Purpose and Need and Stakeholder and Community Engagement Plan

The community engagement consultant will prepare a draft and a final Stakeholder and Community Engagement Plan and will work with the Project Leadership Team (PLT) and the project's engineering/planning consultant to prepare a preliminary Project Purpose and Need to initiate the engagement process. The Stakeholder and Community Engagement Plan will identify a comprehensive set of strategies designed to elicit feedback from all stakeholders and preferences for interaction (in person or virtual) to ensure that a wide range of viewpoints are captured.

Deliverables:

- Draft and Final Stakeholder and Community Engagement Plan

Task 3 – Stakeholder and Community Engagement

In accordance with the final Stakeholder and Community Engagement Plan (Task 2), the stakeholder and community engagement consultant will work with the grantee and the PLT to implement the plan and will ensure that all voices are heard.

Deliverables:

- Final community engagement Report

Task 4 – Alternatives Analysis

The Grantee (City), in collaboration with BNSF Railway, will assess the condition of current railroad operations and roadway infrastructure and other relevant conditions within the project area. This assessment will include information on the roadway crossing characteristics, train operations and safety, road network performance and traffic analysis, maintenance activities, and engineering/capacity constraints of the existing highway facilities and/or railway infrastructure. This task will identify any planned or programmed infrastructure improvements contained in state and local planning documents

and check to determine whether rail operators have planned infrastructure enhancements within the project study area [to be defined].

Deliverables:

- Type, Size and Location (TS&L) Analysis for grade separation of Main Avenue
 - Conceptual design report for bridge/structures needed for grade separation of the crossing
 - Conceptual right-of-way needs and cost estimates
- Conceptual design and alternatives analysis for grade crossing upgrades/modifications and/or closures at:
 - Road 2000 (BNSF Milepost 82.24)
 - Blue River Road (BNSF Milepost 81.23)
 - Arizona Avenue, (BNSF Milepost 80.68)
 - W 13th Street, (BNSF Milepost 80)
 - Hawthorne Avenue, (BNSF Milepost 79.25)
 - Boswell Avenue, (BNSF Milepost 79.03) and
 - SH 103 (BNSF 77.65).
- Conceptual design for railway infrastructure improvements necessary to achieve identified speeds (wayside signal, track, etc)
- Conceptual cost estimates for each project element

Task 5 – Environmental

The Grantee will complete the following tasks to prepare complete environmental documentation and permitting of the project:

- Wetland Delineation Report
- Section 106 Assessment for Cultural and Historical Resources
- Biological Assessment
- Noise Assessment
- Visual Assessment
- Environmental Review Summary (NEPA classification)
- Nebraska Environmental Protection Act Requirements
- Wetland Mitigation Plan (if needed)

Task 6 – Preliminary Engineering/Cost Estimating

The project’s engineering/planning consultant will complete preliminary engineering for FRA review and approval, consistent with the FRA-approved National Environmental Policy Act (NEPA) document. Preliminary engineering will include all design development and documentation to demonstrate the effectiveness, feasibility, and readiness of the Project. The project’s engineering/planning consultant will

prepare the preliminary engineering plans (30%) and specifications for the construction of each discrete capital projects. It is anticipated this will include:

- Preliminary engineering and designs for a potential railroad/vehicle grade separation at Main Avenue;
- Preliminary engineering designs for grade crossing upgrades/modifications and/or closures at:
 - Road 2000 (BNSF Milepost 82.24)
 - Blue River Road (BNSF Milepost 81.23)
 - Arizona Avenue, (BNSF Milepost 80.68)
 - W 13th Street, (BNSF Milepost 80)
 - Hawthorne Avenue, (BNSF Milepost 79.25)
 - Boswell Avenue, (BNSF Milepost 79.03) and
 - SH 103 (BNSF 77.65).
- Preliminary right-of-way report with costs
- Preliminary Cost Estimates (30%) for each project element
- Preliminary BNSF Railway Engineering Report (e.g. wayside signal, track, etc)

Deliverables:

- Preliminary Engineering Report
- Preliminary Right-of-Way Report
- 30% Cost Estimate Report



MEMO

To: *Tom Ourada, City Administrator*
Cc: *Darcie Ross, Developer, Justin Crow, Engineer for Developer, Jesse Yager, Crete PW Dept.*
From: *Julie Ogden/Steve Parr*
Date: *September 25, 2025 Updated October 14, 2025*
Subject: *Burlington Estates, Updated Post Construction Document Review and Site Visit*

The Developer/Engineer has submitted updated documents, information or make corrections to improvements as per the memo dated August 5, 2025. The following list are the items remaining from that review or testing that is still required prior to final acceptance by the City of Crete.

Water Improvements:

- No further comments.

Sanitary Sewer Improvements:

- ~~The As-Built Plans should be updated to reflect the actual construction location for the manhole at Station 4+17 on the plans.~~
- ~~We were able to open and view all sanitary manholes and here are a few concerns we found:~~
 - ~~The adjustment rings had been grouted and in a few, the grout is already starting to peel off (see photo 1).~~
 - ~~Most of the manholes had debris in the bottom (concrete pieces/grout or soils) that needs to be cleaned out. (see photos 2 to 9)~~
 - ~~The adjustment rings at MH 10 were not set on top of the cone section. Appears to be grouted closed to prevent soil entering system but this should have been corrected prior to placing grout and concrete pad.~~
- ~~The manhole at 4+17 on Jasmine was adjusted to be located within the driveway. This is not preferred but will be allowed on this project.~~
- ~~Manhole number 2 had water ponding around it and needs to be backfilled. Silt fence should be considered until the slope stabilizes to prevent silt covering the location.~~
- ~~The new manhole on Locust (17+41) and sewer line was not included in the original CCTV and needs to be done. This should also be backfilled to prevent standing water.~~
 - **The CCTV has been submitted for this section, a repair to a joint is needed and CCTV resubmitted for this segment.**

Storm Sewer Improvements:

- ~~Please update the As-Built Plans to reflect how the gutter depression was constructed per your measurements (sheet 7). This was not updated and is not critical but should have been noted as changed.~~
- ~~Inlet 3 (2+51) was built as an 8 foot curb inlet, not the 10 foot noted on the plans. Please include this update on the as-built plans. (the lid measures 10 feet but the throat is closer to 8 feet)~~
- ~~The cast iron cover does not have a pick hole/location along the edge in it making access a bit harder. Can a hole be drilled into the lid? (lids were buried in dirt so this was not noted on original inspection)~~
- ~~There is a lot of silt/debris within both storm inlets that needs to be cleaned out. Inlet protection should be provided (the type that fits inside the inlet throat is best for traffic use) to prevent future issues. (see photos 10 & 11) Contractor provided to JEO that this has been done.~~

Paving Improvements:

- None of the survey monument boxes have been installed, nor were they required, which should be reflected on the As-Built plans.

As-Built Plans:

- ~~A clean set of as-built plans reflecting what was actually built (or not in the case of survey boxes) must be provided to the city. All JEO notes should be removed and updated to reflect construction as appropriate.~~
 - ~~As-Built should include elevation adjustments, location adjustments or other changes that were made during construction. The City will use these for maintenance and upkeep and accurate locations are critical.~~

Testing items required (please refer to the August 5 memo for more information)

- ~~Concrete pavement cores WITH soil sample below to test subgrade compaction. 7 tests required for project. These shall be completed by an certified test lab.~~
 - ~~The cores shall measure both thickness of pavement and strength.~~
 - ~~The soil samples shall provide compaction below paving.~~
 - ~~Submitted and two cores were under 7" and one subgrade compaction is below requirement.~~
- ~~Cleaning and re-inspection with CCTV is required on the sanitary sewer lines due to the debris in the original video, the condition of the site (buried manholes, manhole rings off set from cones, etc) which could have allowed debris to enter the system.~~
 - ~~If the Developer/Contractor does not complete this, the City will and invoice the developer for the costs.~~
 - ~~CCTV of the pipe between MH 2 and 3 is not required as it has been in service for a year and no issues have arisen.~~
 - ~~Has been provided and comments sent separately. As noted a repair to a damaged gasket requires repair on the south sanitary main. CCTV of line is needed after repair.~~
- Tracer wire conductivity testing, responses to August 5th comments stated it was done but no results or documents supporting the testing were provided.

SWPPP Notes:

- Home builders are placing extra concrete or the truck washout right on bare subgrade which is not allowed and a concrete washout needs to be provided or required.
- It has been noted that the Notice of Termination was submitted to NDWEE on the existing permit but based on my review today, I have concerns about coverage and disturbances that are continuing and would recommend that the area continues to be monitored and cleaned up as needed.
- As houses are constructed, best management practices are still required including cleaning of the streets and protection of silt from entering the storm inlets.

PHOTO's



Photo 1: grout in manhole



Photo 2: MH #3 debris in base



Photo 3: MH #4 debris in base



Photo 4: MH #7 debris in base



Photo 5: MH #8 debris in base



Photo 6: MH #9 debris in base



Photo 7: MH #10 debris in base



Photo 8: MH #10 adjustment rings not set on top of cone (about 2" off)



Photo 9: MH #13 debris in base & no grout inside MH around pipe



Photo 10: debris and standing water inside storm inlet 4



Photo 11: debris and standing water inside storm inlet 3 – floor of inlet is lower than pipe flowline creating standing water in inlet.



Photo 12: concrete washout on ground

Blue Acres Drive

Write a description for your map.

Legend

- Crete
- Crete Inn
- Feature 1
- Great Wall IV



ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST**2026 STREET IMPROVEMENTS****Crete, Nebraska****JEO Project No. 251858**Date Prepared:
September 29, 2025**ESTIMATE OF QUANTITIES**

Item #	Description	Unit	Quantity	Unit Price	Total
BASE BID - BLUE ACRES DRIVE					
1.	Mobilization	LS	1	\$40,000.00	\$40,000
2.	Bonding and Insurance	LS	1	\$10,000.00	\$10,000
3.	Subgrade Preparation	SY	4,072	\$5.00	\$20,360
4.	Remove Pavement	SY	3,516	\$20.00	\$70,320
5.	9" Concrete Pavement	SY	3,745	\$90.00	\$337,050
6.	Remove driveway	SY	327	\$20.00	\$6,540
7.	7" Concrete Driveway	SY	327	\$70.00	\$22,890
8.	Remove and Replace bollards	EA	11	\$40.00	\$440
9.	Temporary Traffic Control Measures	LS	1	\$7,500.00	\$7,500
10.	Seeding, Fertilizer and Mulch	ACRE	0.2	\$5,000.00	\$1,000

Construction Subtotal				Base Bid	\$516,100
				Contingency	15%
				Overhead	20%
Total Opinion of Construction Cost					\$712,230

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

DEDICATION

The foregoing plat, known as, "Blue Acres" is hereby acknowledged to be done with the free consent and in accordance with the desires and wishes of the undersigned, sole owners and proprietors. 11th Street as shown thereon is hereby dedicated to the use and benefit of the public. Witness our hands this 22nd day of May, 1967.

Otto J. Jurena
OTTO J. JURENA

Henrietta Jurena
HENRIETTA JURENA

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF SALINE } SS

On this 22nd day of May, 1967, before me, the undersigned, a Notary Public, in and for said County, personally came Otto J. Jurena and Henrietta Jurena, husband and wife, to me known to be the identical persons whose names are affixed to the accompanying dedication, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal in said County the day and year last above written.

My commission expires the 10th day of October, 1969.

Gerald J. Hallstead
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY:

That during the month of December, 1966, a survey was completed under my direction of Blue Acres that part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 33, Township 8 North, Range 4 East of the 6th Principal Meridian, Saline County, Nebraska, lying east of the east line of the Right-of-Way of the Chicago, Burlington and Quincy Railroad Company, and west of the centerline of the Big Blue River, and south of the south line of the tracts of land conveyed to the State of Nebraska by deed recorded in Book 110 at Page 33 therein of the deed records of said County;

That the foregoing plat is a true and correct delineation of said survey drawn to a scale of 1 inch equals 100 feet.

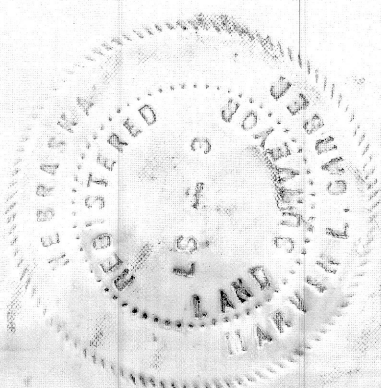
That each lot thereon bears its own number.

That the street is of the width as shown.

That iron pipes are driven nearly flush with the ground at each lot corner, shown thus •

WITNESS MY HAND this 22nd day of May, 1967.

Marvin L. Garber
MARVIN L. GARBER, L.S. 3



PLAT OF BLUE ACRES

A part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 33, Township 8 North, Range 4 East, Saline County, Nebraska.

NO.	ALPS. LBR.	PAGES	COMP'D.
4	✓	✓	✓

THE STATE OF NEBRASKA
SALINE COUNTY

Entered in numerical index and filed for record in the County Clerk's Office of said County,

the 20th day of

October 1967, at

4 o'clock and _____ minutes

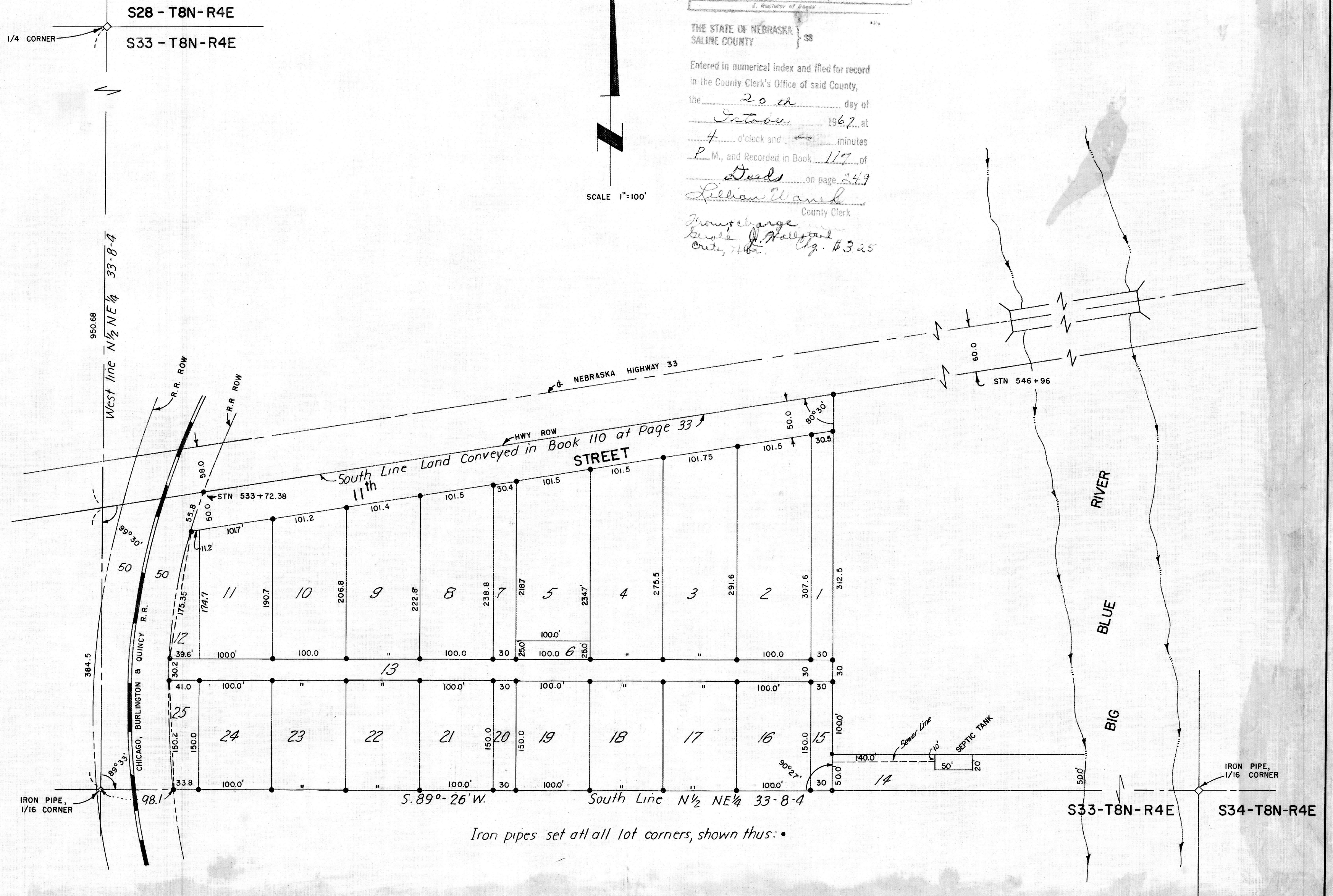
P.M., and Recorded in Book 117, of

Deeds on page 249

Lillian Ward
County Clerk

Notary Charge
Gerald J. Hallstead
Notary, 1967. Chg. # 3,25

SCALE 1"=100'



Iron pipes set at all lot corners, shown thus: •

ASSESSMENT CALCULATION

2026 STREET IMPROVEMENTS – BLUE ACRES DRIVE

CRETE, NE

JEO PROJECT NO. 251858

Assessed Costs – 38' Wide Paving

- **9" Concrete Paving @ \$90.00/SY**
- **Subgrade Preparation \$5.00/SY**
- **Excavation/Embankment \$0.00/SY**

Overhead

- **Engineering -**
- **Legal, Fiscal, Publication, Etc. -**
- **Overhead Factor = 1.20**

Running Foot Cost Street Paving

38' paving divided by 9 = 4.2222 SY/Running Foot

\$90.00+ \$5.00 = \$95

\$95 x 4.2222 SY = \$401.11/Running Foot

\$401.11 x 1.20 (Overhead factor) = \$481.33/Running Foot

- **Property Owners on South Side of the Street are Assessed 100% of the Running Foot Cost**

STREET IMPROVEMENTS - BLUE ACRES DRIVE
PRELIMINARY ASSESSMENT SCHEDULE
CRETE, NEBRASKA
JEO PROJECT NO. 251858
STREET IMPROVEMENT DISTRICT
\$482 /Running Foot Cost (Estimated)

No.	NAME	ADDRESS	LEGAL DESCRIPTION	FOOTAGE	ASSESSMENT COST PAVING	ASSESSMENT COST DRIVEWAY	TOTAL ASSESSMENT COST
1	4 Star Pallet		Lot 2, and the West 15' of Jurena Avenue, Blue Acres, City of Crete, Nebraska	70.75'	\$34,101.50		116.75'-46' = 70.75'
2	Lauhoff Grain % Bunge North American		Lot 3, Blue Acres, City of Crete, Nebraska	101.75'	\$49,043.50		
3	Daniel Henning		Lot 4, Blue Acres, City of Crete, Nebraska	101.5'	\$48,923.00		
4	Brian Pribyl		Lot 5, Except Roadway and the South 40' of Lot 5, Blue Acres, City of Crete, Nebraska	94.75'???	\$45,669.50		101.5'
5	Sohum Corporation % Crete Inn		Lot 8 and Pt of Lot 9 and Lot 10, Blue Acres, City of Crete, Nebraska	114.12'	\$55,005.84		
6	Hanuman LLC		Pt Lot 9 and Lot 10, Blue Acres, City of Crete, Nebraska	189.84'	\$91,502.88		
7	Escobar Eliasar and Samuel Telles		Pt of Lot 11, Blue Acres, City of Crete NE	101.7'	\$49,019.40		
8							
9							
10							
	TOTAL			\$774,41'	\$373,265.62		

**FIRST AMENDMENT TO
SOLID WASTE COLLECTION AGREEMENT**

This FIRST AMENDMENT to the Solid Waste Collection Agreement, Contract No. 20-01-_____, (the "First Amendment") is made and entered into as of November 1st, 2025 (the "First Amendment Effective Date"), by and between the City of Crete, Nebraska (the "City") and Waste Connections of Nebraska, Inc. ("Waste Connections"). The City and Waste Connections are collectively referred to herein as the "Parties" and each individually as a "Party." Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, the City and Waste Connections are parties to the Solid Waste Collection Agreement, Contract No. 20-01-_____, dated April 21, 2020 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement and otherwise modify the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Term of Agreement. As of the First Amendment Effective Date, Section 1.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall begin on November 1, 2025 and end on October 31, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of (4) years."

2. Every Other Week Recycling. As of the First Amendment Effective Date, the frequency of recycling collection services for single-family residential units shall be reduced to every other week.

3. Billing. As of the First Amendment Effective Date, Section 1.04 of the Agreement is hereby amended by deleting the last sentence of that section and replacing it with the following:

"The City is solely responsible for invoicing and collecting payments from residential customers. Waste Connections is solely responsible for invoicing and collecting payments from all commercial customers."

4. Residential Rates. As of the First Amendment Effective Date, Section 3.01 of the Agreement is hereby deleted in its entirety and replaced with the following; and Section 3.02 are hereby deleted in their entirety and replaced with "Exhibit A" attached hereto.

"For the collection of solid waste and recyclable materials placed in approved containers, with occasional overages, from residential households, the residential rates set forth in Exhibit "A" attached hereto shall apply."

5. Commercial Rates. As of the First Amendment Effective Date, Section 3.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"For the collection of solid waste and recyclable materials placed in approved carts/toters or dumpsters, with occasional overages, from commercial customers, the commercial rates set forth in Exhibit "A" attached hereto shall apply. "

6. CPI Rate Increase. On November 1, 2027, the rates set forth in Exhibit "A" attached hereto shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on the date of the rate increase. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

~~2. Termination for Non-Performance: Liquidated Damages.~~ As of the First Amendment Effective Date, Section 4.02 is hereby deleted in its entirety and replaced with the following:

~~"If Waste Connections is in breach pursuant to Section 4.04, the Town shall have the option of imposing a penalty of \$500.00; provided, however, that the Town has first provided Waste Connections with written notice of the breach and Waste Connections failed to cure it within fifteen (15) days."~~

~~3. Default and Material Breach.~~ As of the First Amendment Effective Date, Section 4.03 is hereby amended by deleting the first sentence of that section and replacing it with the following:

~~"If the defaulting party has not provided reasonable assurances of continued performance, in the case of bankruptcy or insolvency, or cured a breach in accordance with Section 4.04, the following shall constitute events of default:"~~

4-7. Reaffirmation and Entire Agreement. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment. The Agreement and this First Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof. All the terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

6. Conflicting Provisions and Severability. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail. The provisions of this First Amendment shall be deemed severable. If any provision of this First Amendment is invalid or unenforceable, such provision shall be of no force or unenforceability and the First Amendment shall otherwise continue in full force and effect.

7. Authorization. Each Party executing this First Amendment represents and warrants that (a) it has carefully read and it understands the contents of this First Amendment, (b) it is duly authorized to cause this First Amendment to be executed and delivered and each person executing this First Amendment in a representative capacity is empowered to do so, and (c) it executes this First Amendment freely.

Commented [A1]: I think we should reject the proposed change to Section 4.02 for the following reasons:

Under Section 4.02, the City has the right to immediately terminate the Agreement if Waste Connections fails, neglects, or refuses to perform the services required of it for a period of 7 days.

Further, Under Section 4.02, Waste Connections must pay to the City as liquidated damages \$500 per day until the City enters into an agreement with a new solid waste collection service.

The proposed change removes both of those provisions. Instead, it provides for a \$500 penalty if Waste Connections fails to cure a breach after 15 days. \$500 isn't much of a penalty...

Under Section 4.04 (Suspension or Termination for Material Breach), in the event of a breach, the non-breaching party may terminate the Agreement after providing the other party with written notice and at least 30 days to cure the breach.

This proposed changes provides for a 15-day cure period... which is inconsistent with Section 4.04.

I would probably be ok with treating all breaches and terminations the same under Section 4.04, which would require written notice and a cure period, but I would want to shorten the cure period to 15 days. I would want to keep the liquidated damages provision.

Commented [A2]: This does not work. The definition of a breach cannot be failing to cure a breach... A failure to perform constitutes a breach. If that breach occurs, then the parties follow the procedures in Section 4.04. Under Section 4.04, in the event of a breach, the non-breaching party may (i) suspend the contract pending corrective action by the other party, or (ii) terminate the contract after providing written notice of the breach and 30 days to cure said breach.

8. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

[Signatures on Next Page]

PASSED AND APPROVED BY THE CITY OF CRETE COUNCIL MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF STATE OF NEBRASKA AND ALL OTHER APPLICABLE LAWS AS OF THE FIRST AMENDMENT EFFECTIVE DATE.

CITY:

WASTE CONNECTIONS:

CITY OF CRETE, NEBRASKA

WASTE CONNECTIONS OF NEBRASKA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A
Rates and Service Levels**

Residential Pricing with Every Other Week Recycling

Residential Rate Schedule 2025-2029

Pickup Frequency (Per week)	1 Cart/Toter	2 Carts/Toters
Year 1	\$20.00	\$26.00
Year 2	No Increase	No Increase
Year 3	CPI Increase	CPI Increase
Year 4	No Increase	No Increase

Yard Waste Services

Yard waste shall be collected one day each week from April 1 through November 30 of each year at an additional rate of \$12.00/month. Residential customers must elect to receive yard waste service

Bulk Pick up Services

This option would be available for every resident at \$0.50 per home per month

Commercial Pricing for Solid Waste and Recycling Services

Crete Commercial 2025-2029 Rate Schedule- Dumpsters

Pickup Frequency (Per week)	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards
1 Time	\$63.15	\$82.56	\$110.27	\$165.27	\$220.56
2 Times	\$95.79	\$123.27	\$220.34	\$330.84	\$441.13
3 Times	\$127.29	\$165.29	\$330.84	\$496.26	\$661.35
4 Times	\$178.82	\$207.27	\$441.19	\$661.68	\$882.22
5 Times	\$228.89	\$249.26	\$551.41	\$827.11	\$1,102.82
6 Times	\$274.68	\$247.56	\$661.69	\$992.54	\$1,323.39

Commercial 2025-2029 Rate Schedule Carts/Toters

Pickup Frequency (Per week)	1 Cart/Toter	2 Carts/Toters
1 Time	\$22.56	\$36.42
2 Times	\$37.78	\$51.01
3 Times	\$51.75	\$65.28
4 Times	\$67.60	\$80.26

5 Times	\$82.29	\$95.82
6 Times	\$96.48	\$110.04

Price Increases will be CPI Based on the same schedule as the Residential Services

**CITY OF CRETE, NEBRASKA
SOLID WASTE COLLECTION AGREEMENT
CONTRACT NO. 20-01-_____**

This agreement is entered into between the City of Crete, Nebraska, a Nebraska municipal corporation, ("City") and Waste Connections of Nebraska, Inc. (d/b/a The Garbage Company), a Delaware corporation, ("Waste Connections") upon the date of signature by both parties.

RECITALS:

A. The City contracts with private entities to provide solid waste collection services to the residents and businesses in Crete, Nebraska. The contract for solid waste collection services is usually an exclusive contract with one company to provide monopolistic collection services to all residents and businesses.

B. Waste Connections has been the provider of solid waste collection services for the City of Crete since at least 2003. The most recent agreement between the City and Waste Connections was entered into on October 1, 2003. This agreement was amended five times: by an addendum dated December 4, 2007; by an addendum dated October 7, 2008; by an addendum dated March 31, 2009; by an addendum dated April 1, 2014; and, most recently, by an addendum dated April 1, 2015.

C. The City and Waste Connections have discussed terms and conditions regarding a new exclusive contract between the parties, and this agreement is intended to memorialize the entire agreement between the City and Waste Connections for municipal solid waste collection services.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Definitions.

Unless otherwise expressly defined in a section, the following terms and all forms of such terms shall have the meanings set forth below:

- (1) "Excluded waste" shall mean any material which is or contains or which Waste Connections reasonably believes to be or contain radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by any applicable federal, state, or local laws or regulations.
- (2) "Landfill" shall mean the landfill owned and operated by G. & P. Development, Inc., a Nebraska corporation, that is located approximately one and one-half (1.5) miles south of Milford, Nebraska, generally known as the Cottonwood Landfill, or such other landfill as designated by the City.
- (3) "Multi-unit complex" shall mean a dwelling unit that is constructed to accommodate three (3) or more residential households, that has one area for depositing garbage, refuse, and rubbish in common containers, and that has one billing account for all collection services to such dwelling unit.

- (4) “Occasional overages” shall mean solid waste, yard waste, or recyclable materials that do not fit within the containers provided by Waste Connections at a frequency of no more than four pickups during any four month period.
- (5) “Recyclable materials” shall mean those materials or substances that are commonly recycled including, but not limited to, aluminum, cardboard, glass, mixed paper, plastics numbered 1-7, tin, and any other materials that may be added by mutual agreement of the parties from time to time.
- (6) “Solid waste” shall mean all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection including, but not limited to: garbage; trash; rubbish; refuse; industrial, commercial, and agricultural waste; sludge from air or water pollution control facilities or water supply treatment facilities; ashes and incinerator residue; and, demolition and construction debris.
- (7) “Yard waste” shall mean accumulations of grass or shrubbery cuttings, leaves, vines, and other organic materials collected as a result of the care of lawns, gardens, and shrubbery. The City may make a distinction between privately generated yard waste and yard waste collected by commercial enterprises.

§1.02 Contract Term.

The term of this contract will be five (5) years from April 1, 2020 (“Contract Term”); therefore, the termination date of this contract will be March 31, 2025 (“Termination Date”).

§1.03 Services and Equipment Provided by Waste Collections; Operation of Transfer Station; Excluded Waste.

Waste Connections shall collect all of the solid waste and recyclable materials at specified rates from all single family residential units, two family residential units, and multi-unit complexes within the corporate limits of the City as mandatory, city-wide solid waste collection and from all other business, commercial, institutional, and industrial establishments that shall employ its service. Waste Connections shall collect such solid waste, recyclable materials, and tree trimmings, excepting grass and leaves and with allowances for occasional overages, from containers provided by Waste Connections. Waste Connections shall collect yard waste separately from all other solid waste and recyclable materials and shall deposit the yard waste at such locations as directed by the City and not in the landfill.

Waste Connections shall perform its collection services at each residential unit and multi-unit complex at least once per week on a regularly scheduled day of the week under the rate schedule set forth herein. Any changes to the regularly scheduled collection day shall be submitted to the City and shall not go into effect until Waste Connections publishes notice of such change and the change is approved by the City. Such published notice shall be given at least thirty (30) days prior to any proposed change. If any scheduled collection day for a residential unit or multi-unit complex occurs on a holiday designated by the City, then the regularly scheduled collection day shall be delayed to the following non-holiday day. Waste Collections may refuse service to any property when the property owner has failed to pay for billed services for at least sixty (60) days.

Waste Connections shall acquire, maintain, and employ such equipment and vehicles as are reasonably necessary to effectuate the objectives of this contract and to collect and remove solid waste, recyclable materials, and yard waste in a good, workmanlike manner. Waste Connections shall keep all equipment used for collection services covered by canvas or otherwise so that nothing may fall out and onto the streets of the City or neighboring property during such time that the equipment is removing or transporting collected materials to their ultimate destination.

All vehicles used by Waste Connections for the collection and hauling of solid waste, recyclable materials, and yard waste shall be well-maintained, in good repair, and in safe operating conditions at all times. Each vehicle shall be equipped with a closed body that is water-tight and that incorporates a hydraulically-operated device for compacting solid waste, recyclable materials, or yard waste. All vehicles shall be cleaned and disinfected once each week, and the City may inspect such vehicles at any time to determine if they are water-tight, clean, well-painted, and in good repair. Any vehicles that are not in such condition shall not be used to perform collection services until re-inspected by the City.

Waste Connections shall furnish and maintain, at no cost to the City and as part of the regular rate for each customer, a sixty-five (65) gallon or ninety-six (96) gallon container for solid waste and a thirty (30) gallon, sixty-five (65) gallon, or ninety-six (96) gallon container for recyclable materials for all residential units and containers of such size and type as approved by the City for all multi-unit complex, business, commercial, institutional, and industrial customers. Waste Connections shall inspect all containers on a monthly basis and shall repair or replace any containers, as needed.

Waste Connections shall set up, operate, and maintain a central collection point for solid waste and recyclable materials at the previous city landfill located approximately one-half (1/2) mile northeast of the City of Crete (“Transfer Station”). The Transfer Station shall be open to the public on such days and times as further agreed in writing by the parties. At the Transfer Station, Waste Connections shall operate a compactor truck or roll-off container and shall accept solid waste and recyclable material deposits from any person or organization, public or private, that resides or has its principal place of business within the corporate limits of the city. Any roll-off or other open air containers used by Waste Connections at the Transfer Station must be covered with a waterproof cover overnight or when otherwise not in use. Waste Connections shall follow all applicable federal, state, and local laws or regulations relating to the operation of the Transfer Station.

Waste Connections shall have no obligation to collect any excluded waste, and, if any discarded excluded waste or what reasonably appears to be discarded excluded waste is discovered, Waste Connections shall promptly notify the City and the producer of the excluded waste, if readily identifiable. Under no circumstances shall Waste Connections have, take, or assume title to or liability for any excluded waste even if Waste Connections inadvertently collects, transports, or disposes of such excluded waste.

§1.04 Rights and Services Provided by the City.

The City hereby grants Waste Connections the limited exclusive privilege, authority, and right to collect and haul solid waste and recyclable materials accumulated within the corporate limits of Crete, Nebraska to the landfill designated by the City. The City agrees that no other person, firm, or corporation shall be licensed or granted the authority or privilege to collect, haul, or remove solid waste or recyclable materials accumulated within the corporate limits of the city; however, the City reserves the right to contract with another solid waste collection provider if Waste Connections is unable to substantially perform its obligations under this contract.

The City shall cooperate with Waste Connections in the enforcement of the ordinances and City Code sections that require the use of Waste Connections as the exclusive provider of waste collection services and that impose a penalty to persons and businesses in violation thereof. The City shall administer the collection of rates and fees from the residents and businesses that receive waste collection services and shall include the statements and bills for such services with the monthly city utility bill.

§1.05 Payment for Services Provided; Franchise Fee.

In exchange for providing collection services, Waste Connections shall be entitled to receive the rates set forth in the Rate Schedules found in Part III. Such rates shall not be increased without the written consent of the City upon a showing of reasonable necessity by Waste Connections.

Waste Connections shall pay the City a monthly franchise fee based on the number of customers at a rate of Two Dollars (\$2.00) per customer. This fee shall be paid by the fifteenth (15th) of each month for the preceding month and may be automatically deducted by the City from the rates and fees collected from customers prior to the collections being forwarded to Waste Connections.

§1.06 Incorporation of RECITALS.

All paragraphs of the RECITALS above are hereby incorporated as agreed provisions of this contract.

PART II: SPECIAL CONDITIONS.

§2.01 Right of Self Collection; City Account Collection.

This agreement shall not be construed so as to prevent any person, firm, or corporation other than Waste Connections from removing accumulations of yard waste or building or construction materials if the creation thereof is an incidental result of a business operation or use of property and not the primary occupation or business of the person, firm, or corporation. Industrial establishments shall have the limited right to haul their own solid waste, recyclable materials, and yard waste but shall not have the right to hire another outside refuse hauler other than Waste Connections.

Waste Connections shall provide collection services to the city municipal buildings and accounts and shall provide additional refuse services to the City on special occasions or city events. These additional services may be required on weekends and will be made available at no additional cost.

§2.02 Required Landfill and Recycling Center; Waste Stream Reduction.

The City is part of the Seward/Saline County Solid Waste Management Agency (“Agency”), and as such, Waste Connections is required to use the solid waste disposal area approximately one and one-half (1.5) miles south of Milford, Nebraska and generally known as the Cottonwood Landfill. The Solid Waste Disposal Agreement entered into by the Agency shall be incorporated herein by reference, and Waste Connections shall be the City’s “Hauler” under the terms and conditions of said agreement and shall perform all of the duties and obligations contained therein.

In the event the City receives notice from the landfill operator that Waste Connections can no longer operate as a hauler under the Solid Waste Disposal Agreement, this agreement shall immediately terminate without further notice to Waste Connections. The City may designate a different landfill to be used by giving Waste Connections thirty (30) days written notice of such change.

All recyclable materials shall be properly deposited at a location that has the necessary licenses and permits to handle such recyclable materials. Waste Connections shall provide the City with the name and location of the recycling center where the recyclable materials are deposited. Any solid waste separated during the recycling process shall be deposited in the landfill.

Waste Connections shall assist and cooperate with the City in meeting mandatory waste stream reduction goals set forth by federal, state, or local laws, regulations, or policies.

§2.03 Refuse Collection Procedures; Rules and Regulations.

The City and Waste Connections shall agree, in writing, on processes and procedures for the collection of solid waste, recyclable materials, and yard waste. Any process or procedure documents shall be attached to this agreement, incorporated herein by reference, and subject to all terms and conditions of this agreement.

Waste Connections shall have the responsibility to acquaint customers with all rules and regulations established by the City for the collection of solid waste, recyclable materials, and yard waste. The rules and regulations shall be in the form of printed material, printed and distributed at Waste Connection’s expense, and provided to customers on an annual basis and at the time of annexation.

§2.04 Customer Access; Complaint Procedure.

Waste Connections shall keep and maintain throughout the Contract Term a local telephone number or toll-free number to receive questions or complaints from customers and to handle any other business related to its solid waste collections service.

Waste Connections shall respond to and act on all complaints concerning collection services received from the City or customers within twenty-four (24) hours and shall keep an up-to-date list of all complaints and how they were handled. On or before the fifteenth (15th) day of each month, Waste Connections shall provide the City with a list of all complaints received during the prior month, which shall include for each complaint: the day and hour of the complaint, the day and hour action was taken on the complaint, what action was taken, whether and how the complaint was resolved, and the name, address, and telephone number of the complainant.

§2.05 Performance Bond.

Waste Connections shall provide a performance bond in the amount of Five Thousand Dollars (\$5,000) to insure that it will abide by all terms and conditions of this agreement. The bond shall be filed with the City Clerk and shall be subject to approval, as to adequacy and protection, by the City. The bond shall contain a clause requiring a thirty (30) day notice to the City of a proposed cancellation.

PART III: RATE SCHEDULES.

§3.01 Residential Rates.

For the collection of solid waste and recyclable materials placed in approved containers, with occasional overages, from residential households, the following rate schedule shall apply:

Residential Rate Schedule		
Contract Year	\$/month - 1 Cart	\$/month - 2 Carts
Year 1	\$19.95/month	\$24.70/month
Year 2	\$20.35/month	\$25.19/month

Year 3	\$20.76/month	\$25.70/month
Year 4	\$21.17/month	\$26.21/month
Year 5	\$21.59/month	\$26.74/month

Yard waste shall be collected one day each week from April 1 through November 30 of each year at an additional rate of \$12.00/month. Residential customers must elect to receive yard waste service.

§3.02 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	\$19.85/month	\$32.05/month
2 times	\$33.25/month	\$44.88/month
3 times	\$45.53/month	\$57.44/month
4 times	\$59.48/month	\$70.62/month
5 times	\$72.39/month	\$84.31/month
6 times	\$84.89/month	\$96.83/month

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	\$55.56/month	\$72.71/month	\$97.02/month	\$145.54/month	\$194.06/month
2 times	\$84.28/month	\$108.46/month	\$193.88/month	\$291.09/month	\$388.12/month
3 times	\$112.00/month	\$145.42/month	\$291.09/month	\$436.64/month	\$581.89/month
4 times	\$157.33/month	\$182.37/month	\$388.12/month	\$582.19/month	\$776.25/month
5 times	\$201.39/month	\$219.32/month	\$485.16/month	\$727.74/month	\$970.32/month
6 times	\$241.66/month	\$256.27/month	\$582.19/month	\$873.30/month	\$1,164.39/month

The commercial rates set forth in the rate schedules above shall be increased at a rate of two percent (2%) each year of the Contract Term.

§3.03 Transfer Station Rates.

For the deposit of solid waste and recyclable materials at the Transfer Station, the following rate schedule 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.

§3.04 Rate Adjustments and Review.

Waste Connections may request a rate review hearing upon written notification to the City. The City shall perform a comprehensive rate analysis, which shall include factors such as, but not limited to, the consumer price index number for Region VII as designated by the United States Department of Labor, Bureau of Statistics Review C.P.I. for Urban Wage Earners and Clerical Workers (Kansas City, KS), local labor costs, local fuel costs, or reductions in the quantities and types of solid waste or recyclable materials.

The City may waive any or all of the requirements for a review hearing and comprehensive rate analysis upon a written application and showing of unusual or emergency circumstances by Waste Connections.

PART IV: BREACHES AND TERMINATION.

§4.01 Termination by Mutual Agreement.

This contract may be terminated, in whole or in part, prior to the completion of the contract term if and when both parties agree that continuation is not feasible or would not produce beneficial results to a party. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date of termination, the portion (if in part) to be terminated, and any allocation of payments under the contract.

§4.02 Termination for Non-performance; Liquidated Damages.

If Waste Connections shall fail, neglect, or refuse to perform the services required of it for a period of seven (7) consecutive days, the City may immediately terminate this agreement and take whatever steps are necessary to have all solid waste, recyclable materials, and yard waste collected and removed.

Waste Connections shall forfeit and pay to the City as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for damages done to or incurred by the residents of the City due to non-collection. Such liquidated damages shall continue until Waste Connections resumes solid waste collection services or the City enters into an agreement with a new solid waste collection service.

§4.03 Default and Material Breach.

The following shall constitute events of default or material breach:

- (1) A failure to perform any of the terms, conditions, or obligations provided in this agreement;
- (2) The commencement of a bankruptcy, winding up, dissolution, or similar proceeding under the laws of any jurisdiction; and,
- (3) Being or becoming insolvent or bankrupt, ceasing to pay debts as they mature, making an arrangement for the benefit of creditors, or consenting to the appointment of a receiver for any substantial amount of property.

§4.04 Suspension or Termination for Material Breach.

In the event of a material breach of the terms of this contract, the non-breaching party may suspend the contract pending corrective action by the breaching party or terminate the contract, in whole or in part, after providing the breaching party a reasonable amount of time to cure the breach.

The party alleging a material breach must notify the other party in writing of the alleged breach and any possible remedies within fifteen (15) days after discovering the alleged breach and must allow the other party at least thirty (30) days to cure said breach. Allowing time to cure a breach does not waive the non-breaching party's right to terminate the contract for the same or different breach which may occur at a different time. Any attempt to cure a breach must be performed to the reasonable satisfaction of the non-breaching party.

§4.05 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement 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 violation or breach of this agreement.

The party so affected shall immediately give notice to the other party of the Force Majeure Event, and relief from the performance of all or part of this agreement may be granted if the party is prevented from performance by the Force Majeure Event. The burden of proof for the need of such relief shall rest with the requesting party. To obtain release based on a Force Majeure Event, the requesting party must file a written request for such relief with the other party. Labor disputes with a party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this agreement.

§4.06 Non-Waiver/Waiver in Writing.

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default will not constitute a waiver of any rights under this agreement or of any subsequent breach or default. No conditions or provisions of this agreement can be waived unless expressly approved in writing.

PART V: SUPPLEMENTAL TERMS AND CONDITIONS.

§5.01 Designation of Officials to Execute Agreement and Amendments.

The Mayor of the City or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City. The President/CEO of Waste Connections or an officer duly authorized to sign on behalf of Waste Connections is the official authorized to execute this agreement and any amendments to this agreement on behalf of Waste Connections.

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

§5.02 Assignment or Transfer; Binding Effect.

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party.

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

§5.03 Notice.

Except as otherwise expressly provided, 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, certified or registered mail with return receipt requested, to the parties at their respective addresses as may be specified in writing. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§5.04 Independent Contractor.

Waste Connections agrees it is, and will conduct itself as, an independent contractor in performing the services required of it under this contract. Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, and neither party nor anyone employed by them to fulfill the terms of this contract will be considered employees of the other party.

Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against a party, its officers, or its agents will in no way be the responsibility of the other party.

§5.05 Applicability to Subcontractors.

All provisions of this contract will be made binding on any subcontractor used by Waste Connections, and Waste Connections will, nonetheless, remain fully obligated under all provisions of this contract.

Any such subcontractor must be authorized to transact business in the State of Nebraska. All subcontractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation).

§5.06 Permits, Licenses, and Taxes; Insurance; Notice of Coverage.

Each party shall procure and pay for all federal, state, and local permits, licenses, and approvals necessary for the performance of their obligations under this contract. Waste Connections shall be solely responsible for any and all taxes due relating to its operations and shall pay all taxes due before they become delinquent.

Waste Connections shall secure and maintain such insurance policies as will protect itself, its subcontractors, and the City from any and all claims for property damage, bodily injury, or death that may arise from the actions or operations, directly or indirectly, of itself and its officers, employees, agents, or subcontractors. Each policy obtained shall contain a clause or endorsement stating any waiver or subrogation contained in this agreement shall not affect the right of an insured to recover under such policy. Waste Connections shall obtain Worker's Compensation insurance in an amount at least equal to that required by law and shall obtain, maintain, and cover the City as an additional insured on the following insurance coverage:

- (1) comprehensive general liability insurance in the minimum amount of \$1,000,000, combined single limit, that covers all claims for property damage, bodily injury, and death and that includes a contractual liability endorsement; and,
- (2) comprehensive automobile liability insurance in the minimum amount of \$1,000,000 per occurrence.

Waste Connections shall provide the City with certificates evidencing such insurance coverage upon request and shall provide not less than thirty (30) days' prior written notice of any reduction or cancellation in such insurance coverage.

§5.07 Non-Liability/Hold Harmless.

Each party shall protect, indemnify, and hold harmless the other party and their officers, employees, and agents from any and all liabilities, claims, or demands made by any person for property damage, injury to or death of persons, or a violation of federal or state regulations or regulatory agency requirements caused by the negligent or willful acts or omissions of the indemnifying party or its officers, employees, agents, or subcontractors. Neither party shall have the right to indemnification or contribution from the other party for any other judgments rendered against it unless required by law.

§5.08 Compliance with Law.

The parties agree to comply with all federal, state, and local laws, regulations, and policies applicable to this contract including, but not limited to: all licensure, accreditation, and other certification standards; laws and regulations relating to wages and fair labor standards; and laws and regulations governing the privacy and security of customer information.

§5.09 Civil Rights and Equal Opportunity Employment/Nondiscrimination Laws.

Waste Connections shall comply with all applicable federal, state, and local laws and regulations regarding civil rights and equal opportunity employment. Waste Connections recognizes it is bound by and covenants it will abide by the provisions of the Nebraska Fair Employment Practice Act, which mandates it may not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, or national origin.

§5.10 Debarment, Suspension, or Ineligibility.

Waste Connections hereby represents and warrants that neither it nor any personnel providing services on its behalf under this agreement are currently or at any time have been debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from participation in any federal procurement or non-procurement program. Waste Connections agrees to immediately notify the City in writing of any such threatened, proposed, or actual debarment, suspension, or ineligibility.

§5.11 Reports; Recordkeeping; Access to Records and Annual Audit.

Waste Connections shall provide any and all reports reasonably requested by the City, which may include, but are not limited to, reports on the number of residential or commercial customers collected each month, reports on the amount of tonnage of solid waste and recyclable materials collected each month, and reports on customer complaints.

All records pertinent to the work undertaken as part of this contract must be retained by Waste Connections until completion of the contract and for a following period of at least five (5) years.

The City, its agents, and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of Waste Connection's records pertaining to this contract. The City shall perform or contract for the performance of an annual audit of all books and records related to this contract. If the annual audit is performed by a third-party auditor, it shall be done by an independent certified public accounting firm, and an original copy of such audit shall be submitted to the City within thirty (30) days after completion. Waste Connections shall pay all costs related to any annual audit performed.

§5.12 Confidentiality of Information Received.

As an independent contractor, Waste Connections owes a normal professional and fiduciary duty of loyalty to the City with respect to matters arising under this agreement. Consequently, any information of which it or its employees become aware, either directly or indirectly, which touches and concerns substantial matters (meaning matters of importance, not trivial matters) to the City, must be treated as confidential.

Such confidential information may not be disclosed to any party not associated with the City without the express, written permission of the City, nor will such confidential information be used by Waste Connections or its employees, agents, or subcontractors for corporate or personal benefit. This prohibition on disclosure and use will be in effect during the Contract Term and will survive the Termination Date for a period of two (2) years thereafter.

§5.13 Governing Law; Attorney Fees.

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

In the event of any litigation, appeal, or other legal action regarding this agreement, both parties agree to pay all expenses of such action as permitted by law or so ordered by a court of competent jurisdiction, including attorney's fees and costs, if the other party is the prevailing party.

§5.14 Entire Agreement; Severability; Counterparts.

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 either party.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition.

This agreement or any amendment 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.

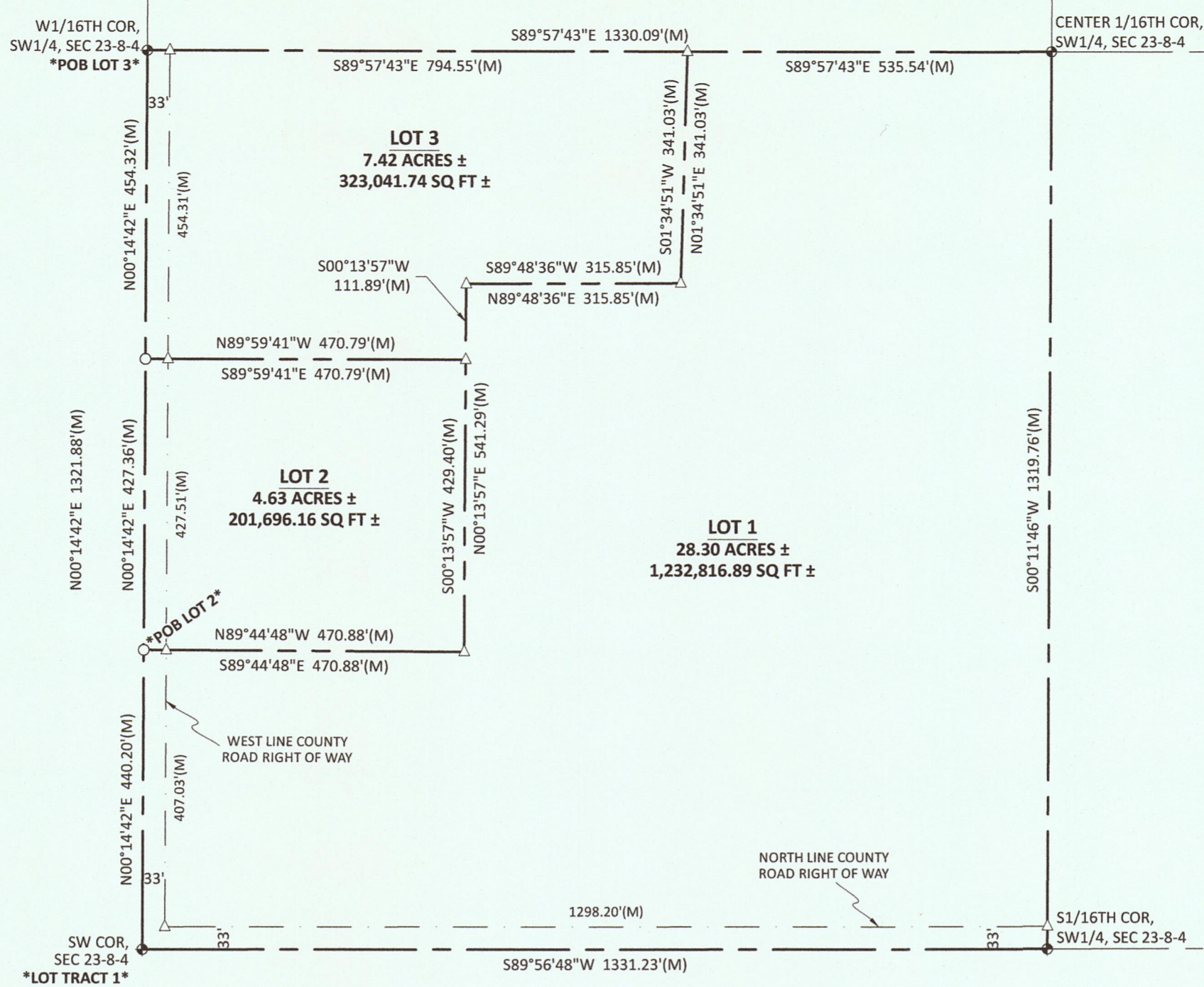
ACCEPTANCE PROVISIONS.

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

CITY OF CRETE, NEBRASKA	WASTE CONNECTIONS OF NEBRASKA, INC. (d/b/a THE GARBAGE COMPANY)
By: _____ (Authorized Official)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

JELINEK ADDITION ADMINISTRATIVE SUBDIVISION

BEING ALL OF SW1/4 OF THE SW1/4 OF SECTION 23, T8N, R4E
OF THE 6TH P.M., SALINE COUNTY, NEBRASKA



DEDICATION (OWNER'S CERTIFICATE)

I, EVON M. JELINEK, THE SOLE OWNER OF THE TRACTS OF LAND DESCRIBED IN THE LEGAL DESCRIPTIONS AND SURVEYOR'S CERTIFICATE DO HEREBY APPROVE THIS ADMINISTRATIVE PLAT OF "JELINEK ADDITION" LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 23, T8N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA. THIS SUBDIVISION IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, AS OF THE LAST DATE SHOWN HEREON.

SIGNED THIS 20 DAY OF October, 2025.

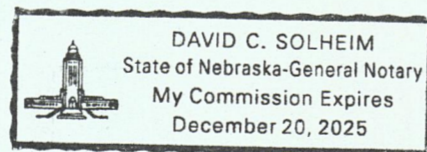
Karen Trautwein
KAREN TRAUTWEIN, PERSONAL REPRESENTATIVE, ESTATE OF EVON M. JELINEK

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)SS
SALINE COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20 DAY OF OCTOBER, 2025 BY KAREN TRAUTWEIN, PERSONAL REPRESENTATIVE, ESTATE OF EVON M. JELINEK.

David C. Solheim
NOTARY PUBLIC



ZONING ADMINISTRATOR APPROVAL:

THIS PLAT OF "JELINEK ADDITION" AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 2025.

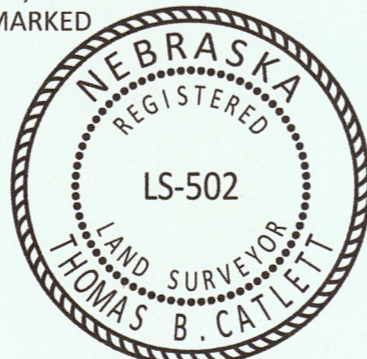
TOM OURADA, ZONING ADMINISTRATOR

LAND SURVEYOR'S CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 502, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

DATE: 09/22/2025

Thomas B. Catlett
THOMAS B. CATLETT LS 502



LEGAL DESCRIPTIONS:

LOT 1

A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 23, T8N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE SW CORNER OF SAID SECTION 23; THENCE N00°14'42"E, ON THE WEST LINE OF SAID SW1/4 OF THE SW1/4, A DISTANCE OF 440.20 FEET; THENCE S89°44'48"E, LEAVING SAID WEST LINE, 470.88 FEET; THENCE N00°13'57"E, A DISTANCE OF 541.29 FEET; THENCE N89°48'36"E, A DISTANCE OF 315.85 FEET; THENCE N01°34'51"E, A DISTANCE OF 341.03 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 OF THE SW1/4; THENCE S89°57'43"E, ON SAID NORTH LINE, A DISTANCE OF 535.54 FEET TO THE CENTER OF SAID SW1/4; THENCE S00°11'46"W, ON THE EAST LINE OF SAID SW1/4 OF THE SW1/4, A DISTANCE OF 1319.76 FEET TO THE S1/16TH CORNER OF SAID SW1/4; THENCE S89°56'48"W OF THE SOUTH LINE OF SAID SW1/4, A DISTANCE OF 1331.23 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,232,816.89 SQUARE FEET OR 28.30 ACRES, MORE OR LESS, OF WHICH 57,362.53 SQUARE FEET OR 1.32 ACRES, MORE OR LESS IS CURRENTLY COUNTY ROAD RIGHT OF WAY.

LOT 2

A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 23, T8N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N00°14'42"E, ON THE WEST LINE OF SAID SW1/4 OF THE SW1/4, A DISTANCE OF 440.20 FEET TO THE POINT OF BEGINNING; THENCE N00°14'42"E, CONTINUING ON SAID WEST LINE, A DISTANCE OF 427.36 FEET; THENCE S89°59'41"E, LEAVING SAID WEST LINE, A DISTANCE OF 470.79 FEET; THENCE S00°13'57"W, A DISTANCE OF 429.40 FEET; THENCE N89°44'48"W, A DISTANCE OF 470.88 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 201,696.16 SQUARE FEET OR 4.63 ACRES, MORE OR LESS, OF WHICH 14,105.33 SQUARE FEET OR 0.32 ACRES, MORE OR LESS IS CURRENTLY COUNTY ROAD RIGHT OF WAY.

LOT 3

A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 23, T8N, R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE W1/16TH CORNER OF SAID SW1/4; THENCE S89°57'43"E, ON THE NORTH LINE OF SAID SW1/4, A DISTANCE OF 794.55 FEET; THENCE S01°34'51"W, LEAVING SAID NORTH LINE, A DISTANCE OF 341.03 FEET; THENCE S89°48'36"W, A DISTANCE OF 315.85 FEET; THENCE S00°13'57"W, A DISTANCE OF 111.89 FEET; THENCE N89°59'41"E, A DISTANCE OF 470.79 FEET TO THE WEST LINE OF SAID SW1/4; THENCE N00°14'42"E, ON SAID WEST LINE, A DISTANCE OF 454.32 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 323,041.74 SQUARE FEET OR 7.42 ACRES, MORE OR LESS, OF WHICH 14,992.41 SQUARE FEET OR 0.34 ACRES ARE CURRENTLY COUNTY ROAD RIGHT OF WAY.

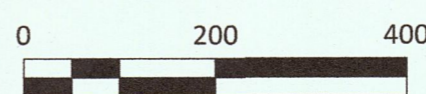
CITY OF CRETE CITY COUNCIL APPROVAL:

THIS PLAT OF "JELINEK ADDITION" AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 2025.

DAVID A. BAUER, MAYOR

ATTEST: NANCY TELLEZ, CITY CLERK

JELINEK ADDITION ADMINISTRATIVE SUBDIVISION



SHEET NO. 1 of 1

LEGEND	
△	SET SURVEY POINT AS INDICATED
●	FOUND SURVEY POINT AS INDICATED
○	CALCULATED SURVEY POINT
CTP	CRIMPED TOP PIPE
OTP	OPEN TOP PIPE
M	MEASURED DISTANCE
D	DEED DISTANCE
C	CALCULATED DISTANCE
P	PLAT DISTANCE
R	RECORDED DISTANCE
---	BOUNDARY LINE

CREW: TC
DRAWN BY: AK
CHECKED BY: PC
DATE: 09/22/2025
JOB #: 2025-078

Land Development, Planning and Zoning Application

	QTY	TOTAL	
Subdivision Development			Crete Municipal Code Article 3 Subdivisions
Application Fee	\$100		
Preliminary Plat (plus City Attorney Fees)	\$200		Crete Municipal Code 11-306.01
Final Plat	\$200		Crete Municipal Code 11-306.02
Other Plats	\$200		
Subdivision Review and Inspections	\$250		City Engineer fees are in addition to listed fees
Recording Fee	\$25		
Administrative Subdivision			City Municipal Code 11-306.03 Administrative Subdivisions
Application Fee	\$100		
Subdivision Review and Inspections	\$250		
Recording Fee	\$25		
Zoning Change	\$200		Crete municipal Code Chapter 11 Article 2
Special Exception	\$200		Crete municipal Code Chapter 11-230
Variance Request	\$300	1 300.	Crete Municipal Code 11-213
Comprehensive Plan Amendment	\$200		Future Land Use Map, Existing Land Use Map
Total Fees			City Attorney fees are in addition to listed fees

Owner Information

Name	Allen Agency Inc	Phone	402-890-6386	Email	allenagency@windstream.net
Street Address	1140 Main Ave	City	Crete	State	NE
				Zip	68333
Signature	[Signature]		Application Date	10/6/25	

Applicant Information

Name	Tod Allen	Phone	402-560-6240	Email	
Street Address	732 County Road 2250	City	Crete	State	NE
				Zip	68333
Signature	[Signature]		Application Date	10/6/25	

Description

We are requesting a variance for a house located at 315 W 16th to allow an egress window to be placed on the west side of the residence. This is because the current "windows" are glass block which do not open. While we are not asking to place this window to make another bedroom, it is a livable space. The basement stairs lead directly into the kitchen, where more than half of all residential fires begin. This is strictly for safety reasons. It would be very unfortunate to have a fatality fire that could have been prevented by just having an egress window.