

Public Works Committee Meeting
Tuesday, February 17, 2026 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 Amendment No 2 To Task Order 240578

3.B. Consider the BNSF Railway Company Supplemental Agreement No. BN-256 Project No.: RRX-76(51)

3.C. Consider the Engineer's recommendation for the hangar project

3.D. Consider authorizing the City of Crete to apply for the The U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) grant program

3.E. Consider Ordinance 2268 amending sewer and water deposits

3.F. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Justin Truong with Black Hills Energy at W 12th & Arizona-extending roughly 275' East of Arizona.

3.G. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Justin Truong with Black Hills Energy Between 13th & 14th St and Boswell & Hawthorne Ave.

3.H. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Justin Truong with Black Hills Energy at Alley between Juniper and Ivy from 7th Street to 10th Street.

3.I. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Justin Truong with Black Hills Energy at Alley between 13th/12th St and Juniper/Boswell Ave.

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

- 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.



**AMENDMENT NO 2 TO TASK ORDER NO 240578
 CRETE 2024 STREET AND ALLEY IMPROVEMENTS
 CITY OF CRETE, NEBRASKA
 JEO PROJECT NO R24078.00
 FEBRUARY 9, 2026**

REFERENCE: Task Order Number 240578 between Owner and Engineer for professional services dated July 22, 2024, and Amendment No 1 to Task Order 240578 between Owner and Engineer for additional profession services dated March 7, 2025. Except as noted below, all other terms and conditions remain unchanged.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **July 22, 2024**
 Owner: **City of Crete**
 Engineer: **JEO Consulting Group, Inc.**
 Project: **2024 Street and Alley Improvements, 240578.00**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform Community Outreach and Coordination related to the Street and Alley Improvements for the City of Crete. See Exhibit A, attached.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u>158,770.00</u>
Net change for prior amendments:	\$ <u>23,120.00</u>
This amendment amount:	\$ <u>11,830.00</u>
Adjusted Agreement amount:	\$ <u>193,720.00</u>

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
 By: _____
 Name: _____
 Title: _____
 Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**
 By: *Evan B. Wickersham*
 Name: Evan Wickersham
 Title: Project Manager
 Date Signed: 02/06/2026

Community Outreach and Coordination
City of Crete
2024 Street and Alley Improvements
R240578.00

Overview

The City of Crete (City) has requested JEO Consulting Group (JEO) provide Community Outreach and Coordination services for the Street and Alley Improvements project. These services are anticipated to begin prior to the start of construction and continue through substantial completion of the project.

Scope of Services

JEO is proposing the following Scope of Services:

1. Task 1: Initial Outreach and Project Notification

Develop a contact list of all project stakeholders, including City Department Managers, the Contractor, Subcontractors, Businesses, Property Owners, Residents, Public Services (trash service, post office), and Utility Companies. The contact list will include addresses, phone numbers and email addresses.

JEO will provide all project stakeholders with the following contact information.

Primary Contact: Gavyn Clause, Resident Project Representative

Secondary Contact: Scott Griepenstroh, Project Manager

The primary and secondary contacts above will be available at all times during the project construction phase, including after hours and weekends.

The initial outreach will include providing the following relevant project information to impacted residents, property owners and businesses:

- Impacts to Property Access (driveways, deliveries, customer access, parking)
- Planned Construction Schedule
- Removal/Relocation of Private Property, if applicable (small buildings, landscaping, sewer cleanout, etc.)
- Public Service Accommodations (mail service, trash pickup)
- Potential damage to Property Pins
- Project contact information
- Any other pertinent project information, as needed

The locations where the initial outreach will occur are as listed below.

- Oak Street from 20th Street to 22nd Street
- 21st Street from Oak Avenue to Norman Avenue
- All properties adjacent to the Alley from Oak Avenue to Norman Avenue, between 12th Street and 13th Street
- All properties adjacent to the Alley from 12th Street to Linden Avenue, between 12th Street and 13th Street

Task 1 Deliverables

- JEO to coordinate and develop the stakeholder contact list with the City.

Task 1 Assumptions

- City to provide assistance for outreach with non-English speaking stakeholders.
- City to provide contact information if initial outreach effort is unsuccessful.

2. Task 2: Coordination

JEO will continue outreach and communication with stakeholders based on the Contractor's schedule and any updates provided by the Contractor's Superintendent. Ongoing communication will include the following.

- Construction Schedule Notifications by flyers distributed in person or through door hangers (pavement removal, water main construction, driveway construction, etc.). Assume up to four notifications for each impacted property or business.
- Removal/Relocation of Private Property
- Parking Access Disruption
- Public Service Accommodations (trash service, mail deliveries, etc.)
- Notifications to Emergency Services and Law Enforcement
- Special Requests for Access

Other communication methods include phone calls, emails, and in-person meetings, as required. In-person meetings will be coordinated to occur when the Resident Project Representative is performing site visits to observe construction activities for compliance with the plans, specifications and other contract documents.

When beneficial and practical, JEO will require the Contractor's Superintendent to attend in-person meetings.

Special Coordination with the Developer on the west side of Oak Street will be provided to ensure construction of concrete pavement, sidewalk and new utilities (gas, water, sanitary, etc.) is completed to accommodate the planned improvements to the property.

Task 2 Deliverables

- JEO to coordinate outreach efforts with the Contractor.
- JEO to ensure stakeholders are sufficiently notified when property access is affected or public services are disrupted.
- JEO to document discussions with stakeholders for future reference.

Task 2 Assumptions

- The Contractor is to provide accurate and up-to-date construction schedules.
- The Contractor is to attend in-person meetings with stakeholders if special coordination is required (example: phased work for continuous access for parking)

Project Fee

The Consultant proposes to perform the described services for a fixed fee outlined in the fee schedule below:

Project Tasks		Rates	Total Fee
1	Initial Outreach and Project Notification	RPR: 20 Hours	\$2,200.00
2	Coordination	RPR: 4 Hours x 17 Weeks	\$7,480.00
3	Project Management	PM: 10 Hours	\$2,150.00
		Total	\$11,830.00

Project Schedule

Anticipated notice to proceed: February 9, 2026

Anticipated completion of project activities: September 28, 2026

NEBRASKA

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DEPARTMENT OF TRANSPORTATION



Jim Pillen, Governor

February 10, 2026

Nancy Tellez-City Clerk
City of Crete-City Hall
243 East 13th Street
Crete, NE 68333-0086

RE: Project No: RRX-76(51)
Crete West BNSF Crossing

Control No: 13514
Saline County

Dear Ms Tellez:

Enclosed is a Supplemental Agreement for the above referenced project.

This supplemental agreement is for the install of flashing lights, gates, and constant warning circuitry at Arizona Ave in Crete at BNSF DOT No. 073314X, RRMP 80.680, in Saline County.

Once the agreement is signed and returned to NDOT we will provide copies of the executed agreement for your records.

Sincerely,

Karen Dodds

Karen Dodds
Federal Aid Administrator
Local Assistance Division - Rail

cc: Project File

CC: Project File

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

BNSF RAILWAY COMPANY
SUPPLEMENTAL AGREEMENT NO. BN-256

Project No.: RRX-76(51)

State Control No. 13514

Location: Crete West BNSF Crossing

County: Saline

BNSF File No. BF-20603303

DOT No.: 073314X

Mile Post: 80.680

State of Nebraska, Department of Transportation

BNSF Railway Company

City of Crete

THIS SUPPLEMENT, made and entered into by and between BNSF Railway Company, hereinafter referred to as the "Company", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State", City of Crete, hereinafter referred to as the "City" IT IS HEREBY AGREED, by and between the parties hereto as follows:

1. The parties hereto agree to accept all provisions and conditions of the Master Agreement, NDOR No. VP9139, dated July 26, 1991, by and between The Burlington Northern Railroad Company and the State of Nebraska, Department of Roads. The Company hereby agrees that the State will have the right of inspection on behalf of the Federal government of any work covered under this agreement.
2. The parties hereto understand that all work to be accomplished on this project will be on Company right of way. If additional right of way is required, the City shall acquire right of way, permanent or temporary easements in accordance with the procedures outlined in the current Nebraska Right of Way Manual approved by Federal Highway Administration and such acquisition cost shall be born by the City without any reimbursement by the State.
3. The City hereby agrees to install advance warning signs and place pavement markings in accordance with the current approved edition of the "Manual on Uniform Traffic Control Devices".

4. Pursuant to the provisions of and in accordance with the terms and conditions of the Master Agreement, the parties hereto desire to install flashing lights, gates, and constant warning circuitry at Arizona Ave in Crete at BNSF DOT No.073314X, BNSF Railway Mile Post No. 80.680, in Saline County as shown on attached **Exhibit "B"**.
5. The estimated cost of the work covered by this supplemental Agreement is \$1,048,200 for the crossing signals. Said estimate was prepared by the Company, attached hereto, identified as **Exhibit "A"** and made a part hereof.
6. The Company will be reimbursed for costs incurred by the Company in connection with work covered by this Supplemental Agreement in conformance with the terms of the Master Agreement on an actual cost basis. Active warning devices will be funded with 100% Federal Section 130 Rail Safety Funds.
7. During the work associated with the construction of this project, the environmental commitments stated in **Exhibit "C"** shall be followed.
8. Projects that use federal aid funds can only be authorized to proceed if the steel or iron materials that are to be permanently incorporated in the project are manufactured in the United States. This includes the application of a coating to the iron and steel products. Exceptions or waiver procedures are described in the Code of Federal Regulation 23CFR635.410.
9. The State share shall be billed to:

Local Assistance Division-Railroad
Nebraska Department of Transportation
P.O. Box 94759
Lincoln, NE 68509-4759
NDOT.Rail@nebraska.gov

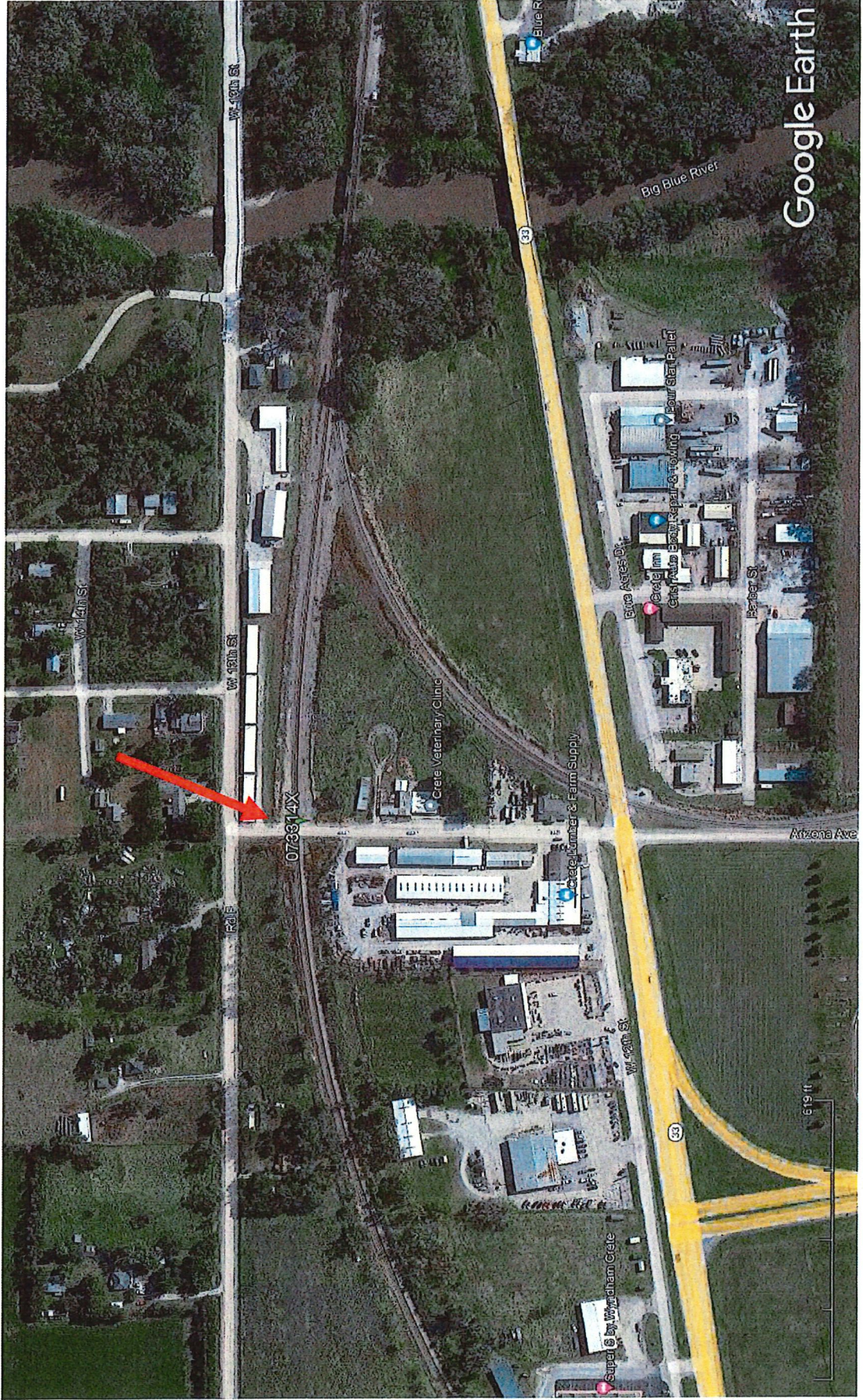
X REM HSE - BUNGALOW 8X8 W/ AC	1.0 LS N	17,249	
X REM HSE - BUNGALOW MATERIAL	1.0 LS N	14,545	
X REM HSE - BUNGALOW, WIRE AND TEST	1.0 LS N	5,433	
X REM HSE - CABLE, 2C/6 TW	700.0 FT N	1,435	
X REM HSE - CABLE, 3C/2	250.0 FT N	1,955	
X REM HSE - CABLE, 7C/14	4000.0 FT N	13,080	
X REM HSE - CHARGER, 12/80 (20/40/60)	2.0 EA N	3,964	
X REM HSE - CONSTANT WARNING, XP4, 2TK	2.0 EA N	60,030	
X REM HSE - CONVERTOR, 10-10	5.0 EA N	1,031	
X REM HSE - ELECTRICAL MATERIAL	1.0 EA N	4,000	
X REM HSE - FIELD MATERIAL	1.0 LS N	2,235	
X REM HSE - FILL DIRT	20.0 CY N	1,000	
X REM HSE - INDUCTOR, DUMMY LOAD	1.0 EA N	892	
X REM HSE - RELAY, DAX	5.0 EA N	7,015	
X REM HSE - SHUNT, NBS	5.0 EA N	5,240	
X REM HSE - SHUNT, WBS	4.0 EA N	4,036	
X REM HSE - SURFACE ROCK	10.0 CY N	1,000	
Y-MP 80.00 - CABLE, 7C/14	2500.0 FT N	8,175	
Y-MP 80.00 - FILTER, TRACK	1.0 EA N	268	
Y-MP 80.00 - RELAY, DAX	1.0 EA N	1,403	
USE TAX		24,205	
OFFLINE TRANSPORTATION		4,191	
		<hr/>	
TOTAL MATERIAL COST		362,892	362,892

OTHER			

AC POWER SERVICE	1.0 EA N	15,000	
CONTRACT ENGINEERING	1.0 LS N	15,000	
CONTRACT FLAGGING/ SIGNS/ CONES	1.0 LS N	5,000	
MACHINE RENTAL	1.0 LS N	11,250	
X REM HSE - AC POWER SERVICE	1.0 EA N	7,500	
		<hr/>	
TOTAL OTHER ITEMS COST		53,750	53,750
			<hr/>
PROJECT SUBTOTAL			943,474
CONTINGENCIES			94,347
BILL PREPARATION FEE			10,379
			<hr/>
GROSS PROJECT COST			1,048,200
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			1,048,200

Project Location Map
 Flashing lights, gates & constant warning circuitry
 DOT# 073314X
 RRMP 80.680
 2150 Road (a.k.a., Arizona Ave)
 BNSF Crossing – Crete West, Saline County

EXHIBIT B



Google Earth

EXHIBIT C

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

Minor Categorical Exclusion for At-Grade Railroad Crossing Improvements

Under the *Memorandum of Understanding Between Federal Highway Administration, Nebraska Division and the Nebraska Department of Transportation, State Assumption of Responsibility for Categorical Exclusions*, as authorized by 23 USC §326 (herein referred to as the CE MOU and CE Assignment), the Federal Highway Administration (FHWA) has delegated approval authority of certain Categorical Exclusion (CE) actions to the Nebraska Department of Transportation (NDOT).

NDOT has developed this programmatic Minor Categorical Exclusion (MCE) for document review and approval of certain activities listed under 23 CFR 771.117(c)(8) that, based on past experiences with similar actions, do not involve significant environmental impacts to natural, social, and economic resources.

A Threatened & Endangered Species (T&E) determination of "No Effect" is categorically given to the activities permitted in this MCE through Section I.A.i of the T&E Programmatic Agreement (PA) and a T&E PQS memo is not required. A Section 106 determination of *no historic properties affected* is allowable with the MCE as activities permitted in this MCE pose little potential to cause effects to historic properties per Stipulation VII.B(3)(a) of the Statewide Section 106 PA. A program-wide Section 106 PQS memo has been completed and is attached to the document titled *Instructions for Completing the Minor Categorical Exclusion (MCE) for At-Grade Railroad Crossing Improvements*. Activities addressed by this MCE, which are not part of a larger undertaking, shall be administered in accordance with the following criteria to satisfy NDOT's CE assignment responsibilities.

Scope of Work

Please indicate which of the following activity categories the proposed project best fits:

- Installing/replacing light bulbs
- Installing/replacing signs on existing posts
- Installing signs on new posts within the existing fill section
- Installing/replacing lights, gates, circuitry, or structures within the existing fill section, not to exceed the depth of previously disturbed soils within the railroad right-of-way (including circuitry bungalows, etc.)
- Traffic control, including road closures/detours lasting less than seven (7) calendar days total
- Other (please explain):

Based on the nature of *At-Grade Railroad Crossing Improvement* activities, NDOT does not anticipate negative impacts to natural, cultural, historic or recreational resources; these activities do not negatively impact air, noise, water quality, hazardous materials, or travel patterns, and do not present any negative reasonably foreseeable impacts. NDOT has determined that *At-Grade*

EXHIBIT C

Minor Categorical Exclusion for At-Grade Railroad Crossing Improvements

Railroad Crossing Improvement activities do not affect listed species, historic properties, wetlands or Waters of the U.S., nor do they use Section 4(f) properties. NDOT experience has demonstrated that these types of activities do not generate controversy on environmental grounds.

Application of this MCE is dependent upon adherence with the following commitments. References to "Contractor" shall include the identified Sponsor Railroad Company and/or other contractors completing the work on behalf of the Sponsor Railroad Company. These Commitments shall be included in project agreement documents.

To eliminate possible indirect impacts to Threatened & Endangered Species:

- Nighttime work with lights within fully developed, urbanized areas is permitted. If nighttime work is planned between April 15 and August 15, beyond fully developed, urbanized areas, lighting shall be limited to a Nominal CCT of 3000 +/- 300 K, shielded, and directed away from the suitable habitat.
- If federal or state listed species are observed during construction, the Railroad Project Representative will contact NDOT Environmental Section to determine if species conservation conditions would be required prior to continuing project construction activities. Contact NDOT Environmental Section for a reference of federal and state listed species. Coordination with U. S. Fish and Wildlife Service and Nebraska Game & Parks Commission may be required depending on the species identified and construction activities.
- Construction waste/debris will be disposed of in areas or a manner that will not adversely affect state and/or federally listed species and/or designated critical habitat.

To avoid impacts to the community:

- Any closures to the roadway will be for short duration (less than seven (7) calendar days total). Closures or detours shall be adequately signed. Emergency services shall be given adequate notice of any closures.
- If access to public parks, recreation areas, and wildlife refuges is closed, the length of closure should be minimized to the greatest extent possible and coordinated with the affected facility manager.

To avoid unanticipated wetland impacts:

- The Contractor shall not stage, store, waste or stockpile materials and equipment in known/potential wetlands and/or known/potential streams that exhibit a clear "bed and bank" channel. Potential wetland areas consist of any area that is known to pond water, swampy areas or areas supporting known wetland vegetation or areas where there is a distinct difference in vegetation (at lower elevations) from the surrounding upland areas.

To avoid Hazardous Material concerns:

- The Contractor shall follow all applicable Federal, State, and local regulations, as appropriate.

Individual projects actions approved under this MCE shall be reviewed to ensure unusual circumstances as outlined by 23 CFR 771.117(b) do not exist. If an unusual circumstance is identified, a project-specific NEPA document, in compliance with NDOT's Environmental Procedure Manual (EPM) and Nebraska Categorical Exclusion (NECE) guidelines shall be developed to approve the action.

EXHIBIT C

Minor Categorical Exclusion for At-Grade Railroad Crossing Improvements

This MCE is consistent with the Statewide Transportation Improvement Program (STIP), and applicable Metropolitan or Rural Planning Organizations' Transportation Improvement Programs (TIPs) and is exempt from regional air quality conformity determinations (40 CFR parts 51 and 93).

Use of this MCE is only allowed if all criteria set forth herein are met.

NDOT Project Specific Verification

Date: 10/28/25

List of Attachments:

Project Name/Activity: Crete West BNSF

Site Map

Project Number: RRX-76(51)

Floodplain PQS memo or email

Control Number: 13514

Other (please describe):

T&E No Effect Memo

The above listed project has been determined to comply with the terms and conditions of this MCE and NDOT has verified the following:

- The Project Sponsor has verified the project activities are not part of larger undertaking.
- The Project Sponsor will verify that Environmental Commitments listed in this MCE have been included in appropriate project agreement documents.
- The NDOT NEPA Specialist has verified that no unusual circumstances have been identified.
- The NDOT NEPA Specialist has verified these activities are consistent with 23 CFR 771.117(c)(8).

Project Sponsor:

Travis Haberman

Haberman,
Travis

Digitally signed by Haberman,
Travis
Date: 2025.10.28 15:24:01
-05'00'

PLEASE PRINT

Signature

Date

This is a stand-alone NEPA determination for this project; no further environmental analysis is required. If there is a change in environmental conditions or scope of work, coordination with NDOT Environmental is required to determine if this determination remains valid.

The State has determined that this project has no significant impact(s) on the environment and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under NEPA. The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to 23 U.S.C. §326 and a Memorandum of Understanding executed between FHWA and the State.

NDOT NEPA Specialist:

Courtney Ziska

Courtney Ziska

Digitally signed by Courtney
Ziska
Date: 2025.10.28 16:31:55
-05'00'

10/28/25

PLEASE PRINT

Signature

Date



Nebraska Department of Transportation

Project Description

Project Name:	Crete West BNSF Crossing		
Project No.:	RRX-76(51)		
Control No.:	13514		
Initial Draft:	Date: 9/6/24	Written By: Travis Haberman	

Updates/Reviews

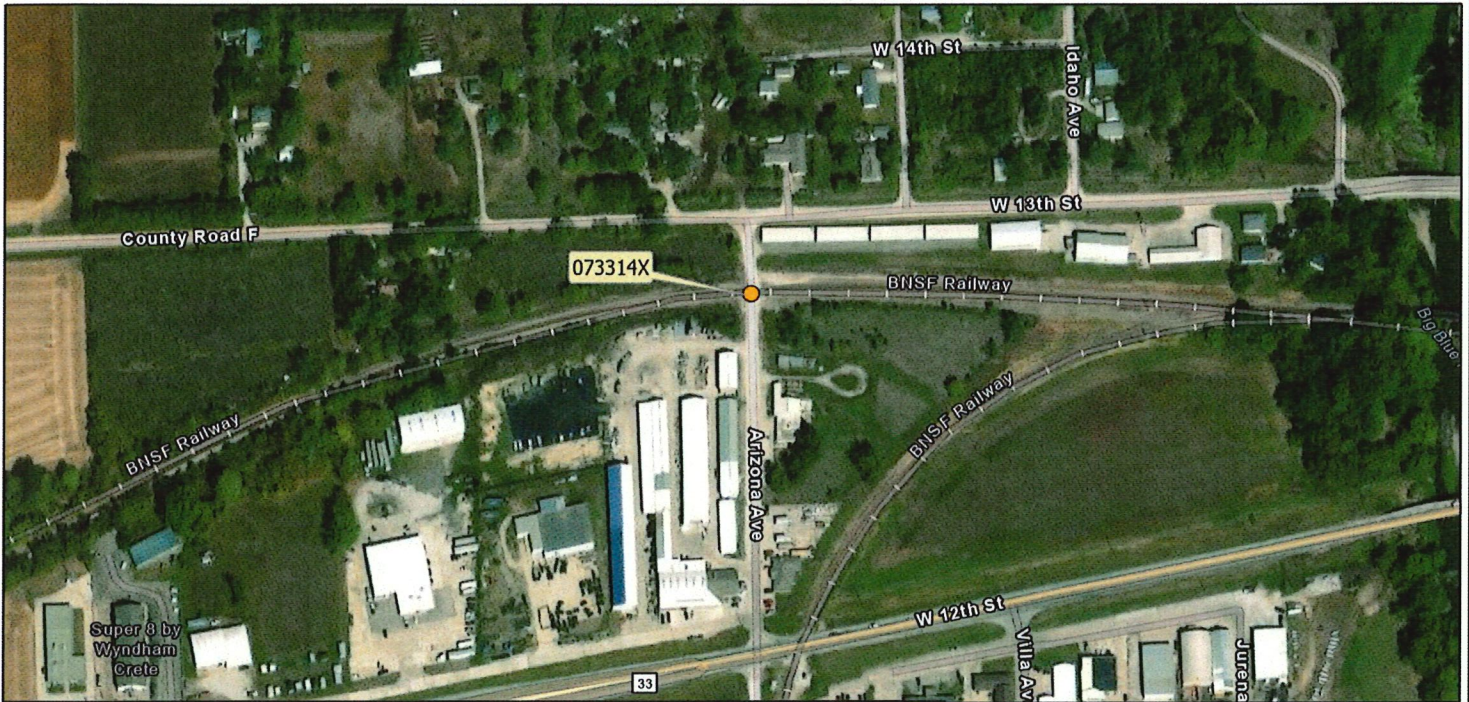
Date	Update/Review By (name)	Items Updated	Plan Level (PIH, etc.)
10/22/25	Nicole Taylor	removed county ROW from description	

Project Description: This railroad safety project is located in Crete, Nebraska on Arizona Ave., Saline County. The project calls for the installation of flashing light signals, gates, and constant warning circuitry. The crossing is on the Burlington Northern Santa Fe (BNSF) Railway system at DOT# 073314X, Railroad Mile Post 80.680. The project will require the installation of a signal house, mast poles, automatic gates, and constant warning circuitry at the crossing. All construction will occur on railroad right-of-way. This work will be done under traffic with no road closures. Funding for the signal installation will be 100% Federal Section 130 Rail Safety Funds. The estimated cost for the signals is \$925,000.

EXHIBIT C

Crete West BNSF Crossing

Control No. 13514
Project No. RRX-76(51)



	Seward	Lancaster	0 0.05 0.1 Miles
	Saline		
			● Crete West BNSF Crossing #073314X

EXHIBIT C

From: [Ramirez, Julie](#)
To: [Ziska, Courtney](#)
Cc: [Harvey, Kirk](#); [Urkoski, Chris](#); [Dayton, Jason](#)
Subject: RE: Floodplains Review Request - Rail Project #13514 in Saline County
Date: Thursday, October 16, 2025 11:12:41 AM

Courtney,

This location is not located within a floodplain. No floodplain PQS memo, cert or permit will be needed.

This correspondence will be placed in Onbase under the Floodplain PQS document type.

Julie A. Ramirez, P.E.

From: Ziska, Courtney <Courtney.Ziska@nebraska.gov>
Sent: Tuesday, October 14, 2025 3:09 PM
To: Urkoski, Chris <chris.urkoski@nebraska.gov>
Cc: Harvey, Kirk <kirk.harvey@nebraska.gov>; Ramirez, Julie <julie.ramirez@nebraska.gov>
Subject: Floodplains Review Request - Rail Project #13514 in Saline County

Hi Chris,

We have a rail project in Saline County that is in need of a Floodplains review. A project location map is included in the project description document, and plan sheets (StateSketch) have been provided by BNSF to indicate the extent of the proposed work at each rail location.

Please let us know if you have any questions or need any additional information for your review.

Thanks,
Courtney Ziska
NEPA Team Lead

Nebraska Department of Transportation
1500 Nebraska Parkway, Lincoln, NE 68502
OFFICE 402-479-4890
courtney.ziska@nebraska.gov
dot.nebraska.gov

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

EXHIBIT C

Memorandum

DATE 10/27/2025
TO FILE
FROM Matthew Greiner, Highway Biologist II
SUBJECT Crete West BNSF Crossing; RRX-76(51); CN 13514
Threatened & Endangered Species Evaluation

This railroad project occurs within the city of Crete, Nebraska. This project is within range of the northern long-eared bat, piping plover, and western prairie fringed orchid.

Northern long-eared bat (NLEB) was evaluated through the FHWA, FRA, FTA Programmatic Biological Opinion/Conference Opinion for Transportation Projects within the Range of the Indiana Bat, Northern Long-eared Bat, Tricolored Bat on IPaC. This project received a "No Effect" consistency letter for NLEB 10/27/2025.

This project location or surrounding areas do not contain suitable habitat for the piping plover or western prairie fringed orchid, therefore, the project would have "No Effect" to these species.

Determination

NDOT has determined that the project will have "No Effect" to all state or federally listed species or their habitat.

Project Description

This railroad safety project is located in Crete, Nebraska on Arizona Ave., Saline County. The project calls for the installation of flashing light signals, gates, and constant warning circuitry. The crossing is on the Burlington Northern Santa Fe (BNSF) Railway system at DOT# 073314X, Railroad Mile Post 80.680. The project will require the installation of a signal house, mast poles, automatic gates, and constant warning circuitry at the crossing. All construction will occur on railroad right-of-way. This work will be done under traffic with no road closures. Funding for the signal installation will be 100% Federal Section 130 Rail Safety Funds. The estimated cost for the signals is \$925,000.

EXHIBIT C



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Nebraska Ecological Services Field Office
9325 B South Alda Rd., Ste B
Wood River, NE 68883-9565
Phone: (308) 382-6468 Fax: (308) 384-8835

In Reply Refer To:

10/27/2025 14:00:08 UTC

Project code: 2026-0008657

Project Name: Crete West BNSF Crossing; RRX-76(51); CN 13514

Subject: No Effect Technical Assistance letter for the 'Crete West BNSF Crossing; RRX-76(51); CN 13514' project under the December 13, 2024, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat, Northern Long-eared Bat, and Tricolored Bat.

To whom it may concern:

This letter records the determination of effects to federally listed (or proposed) bat species anticipated to result from Crete West BNSF Crossing; RRX-76(51); CN 13514 (the Project). This determination is based upon information you entered into the assisted determination key (Dkey) associated with the above referenced Programmatic Biological Opinion/Conference Opinion (PBO/PCO) in the U.S. Fish and Wildlife Service's (Service) Information for Planning and Consultation (IPaC) system on the date listed above.

Ensuring Accurate Determinations When Using IPaC:

The Service developed the IPaC system and this Dkey in accordance with the ESA and based on the PBO/PCO. All information submitted by the project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in the Dkey invalidates this letter.

Determinations:

Based on the information you provided (Project Description shown below), you have determined that the Project will have the following effect determinations:

Species	Listing Status	Determination
Northern Long-eared Bat (<i>Myotis septentrionalis</i>)	Endangered	No effect

EXHIBIT C

If the Project is not modified, **no consultation is required for these species**. If the Project is modified, or new information reveals that it may affect the Indiana bat, northern long-eared bat, or tricolored bat in a manner or to an extent not considered in the PBO/PCO, further review to conclude the requirements of ESA section 7(a)(2) may be required.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities:

If your initial bridge, culvert, or structure assessment failed to detect Indiana bat, northern long-eared bat, or tricolored bat use or occupancy, yet bats are later detected prior to, or during construction, promptly notify the local Service Field Office within 2 working days of the discovery. In addition, please document whether incidental take occurred, and if so, the type (i.e. kill or harm) and amount (i.e. number of individuals) and submit documentation to the local Service Field Office within 5 working days from the completion of the bridge, culvert, or structure construction (use Appendix E - Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form in the [User's Guide](#)). In these instances, potential incidental take of Indiana bats, northern long-eared bats, or tricolored bats may be exempted provided that the take is reported to the Service. In these instances, potential incidental take of Indiana bats, northern long-eared bats, or tricolored bats may be exempted provided that the take is reported to the Service.

If the Project may affect any other federally listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Field Office is required for those species/designated critical habitat. If the Project has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency to contact this Service Field Office

The following species may occur in your project area and **are not** covered by this determination:

- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Piping Plover *Charadrius melodus* Threatened
- Suckley's Cuckoo Bumble Bee *Bombus suckleyi* Proposed Endangered
- Western Prairie Fringed Orchid *Platanthera praeclara* Threatened
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened

Project code: 2026-0008657

IPaC Record Locator: 837-172012822

10/27/2025 14:00:08 UTC

PROJECT DESCRIPTION

The following project name and description was collected in IPaC as part of the endangered species review process.

NAME

Crete West BNSF Crossing; RRX-76(51); CN 13514

DESCRIPTION

This railroad safety project is located in Crete, Nebraska on Arizona Ave., Saline County. The project calls for the installation of flashing light signals, gates, and constant warning circuitry. The crossing is on the Burlington Northern Santa Fe (BNSF) Railway system at DOT# 073314X, Railroad Mile Post 80.680. The project will require the installation of a signal house, mast poles, automatic gates, and constant warning circuitry at the crossing. All construction will occur on railroad right-of-way. This work will be done under traffic with no road closures. Funding for the signal installation will be 100% Federal Section 130 Rail Safety Funds. The estimated cost for the signals is \$925,000.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@40.624798049999995,-96.9804844671705,14z>



EXHIBIT C

DETERMINATION KEY RESULT

EXHIBIT C

Based on the information you provided, you have determined that the Proposed Action will have no effect on the species covered by this determination key. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 et seq.) is required for those species.

QUALIFICATION INTERVIEW

1. Which Federal Agency is the lead federal agency the action?

D) FHWA/FRA Program Assignment State or Categorical Exclusion Assignment State for Assigned Project

2. Does the Action Area intersect the species list area of the Northern long-eared bat?

Automatically answered

Yes

3. [Semantic] Is any portion of the action area within a 0.5 mile radius of an entrance/opening to any known NLEB or TCB hibernacula?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact the Field Office listed in the letterhead of this letter.

Automatically answered

No

4. Does your project's activities include raising the road profile above the tree canopy in documented habitat for the Indiana bat, NLEB, or TCB?

Note: For the definition of documented habitat, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>

No

5. Is your project located within a karst area?

No

6. Will the project include bridge, culvert, or structure removal, replacement, and/or alteration activities?

Note: For definitions of bridge, culvert, and structure, refer to Appendix A: <https://www.fws.gov/media/users-guide-range-wide-programmatic-consultation-indiana-bat-and-northern-long-eared-bat>.

No

7. Do your project's activities involve tree removal/trimming, temporary lighting, new/additional permanent lighting, ground disturbance, percussives that involves noise/vibration above existing background levels, vibrations, or slash pile burning?

No

8. Does the Action Area intersect the species list area of the tricolored Bat (TCB)?

Automatically answered

No

Project code: 2026-0008657

IPaC Record Locator: 837-172012822

10/27/2025 14:00:08 UTC

9. Does the Action Area intersect the species list area of the northern long-eared bat (NLEB)?

Automatically answered

Yes

PROJECT QUESTIONNAIRE

1. Have you made a No Effect determinations for all other species included on the FWS IPaC generated species list?

No

2. Have you made a May Affect determination for any other species on the FWS IPaC generated list?

No

DETERMINATION KEY DESCRIPTION: FHWA, FRA, FTA PROGRAMMATIC CONSULTATION FOR TRANSPORTATION PROJECTS AFFECTING IBAT, NLEB, OR TCB

This key was last updated in IPaC on September 11, 2025. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) and may affect the federally listed endangered Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and/or federally proposed endangered tricolored bat (*Perimyotis subflavus*).

This decision key should only be used to verify project applicability with the Service's Programmatic Biological Opinion/Conference Opinion for Transportation Projects in the Range of the Indiana bat, northern long-eared bat, and tricolored bat, dated December 13, 2024. The programmatic consultation limited transportation activities that may affect the covered bat species and addresses situations that are both likely and not likely to adversely affect the covered bat species. This decision key will assist in identifying the effect of a specific project/activity and the applicability of the programmatic consultation. The programmatic consultation is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic consultation, or that may affect ESA-listed species other than the Indiana bat, northern long-eared bat, or tricolored bat, or their designated critical habitat, may require additional ESA Section 7 consultation.

Project code: 2026-0008657

IPaC Record Locator: 837-172012822

10/27/2025 14:00:08 UTC



IPAC USER CONTACT INFORMATION

Agency: Nebraska Department of Transportation

Name: Matthew Greiner

Address: 1500 Nebraska Parkway

City: Lincoln

State: NE

Zip: 68502

Email: matthew.greiner@nebraska.gov

Phone: 4024794419

ORDINANCE NO. 2268

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO CITY DEPARTMENTS; TO AMEND SECTIONS 3-121, 3-221, AND 3-321 OF THE CRETE MUNICIPAL CODE; TO AMEND SERVICE DEPOSIT PROCEDURE FOR ELECTRIC, WATER AND SEWER SERVICE.

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

Section 1. That Chapter 3, Article 1, Section 3-121 of the Crete Municipal Code be amended as follows:

3-121 Electric Department; Service Deposit; Refund

- (1) Applicants for electric service shall be required to include a service deposit with their application to ensure the payment of electric bills and other charges. The amount of the service deposit shall be set forth in the City's Master Fee Schedule
- (2) Service deposits shall remain in the custody of the Electric Department for up to ten years but may be refunded to a customer when (i) service has not been disconnected, payment delinquent, or payment waived past a disconnection date on more than one occasion over two consecutive years for residential service or over three consecutive years for other service classifications or (ii) service is no longer desired or otherwise permanently terminated. Service deposits less such amount as the customer may owe the Electric Department for service and other charges, if any shall be refunded. In the event of disconnection after a service deposit has been refunded, the customer will be required to pay reconnection fees in addition to a new service deposit, which will be the current deposit amount for their specific rate class. Any service deposit may be transferred by a customer between service locations in the city but may not be transferred by a customer to any other customer.

Section 2. That Chapter 3, Article 1, Section 3-221 of the Crete Municipal Code be amended as follows:

3-221 Water Department; Service Deposit

- (1) Applicants for water service shall be required to include a service deposit with their application to ensure the payment of water bills and other charges. The amount of the service deposit shall be set forth in the City's Master Fee Schedule.
- (2) Service deposits shall remain in the custody of the Water Department for a minimum of ~~two~~ years up to ten years. Service deposits may be refunded to customers when (i) service has not been disconnected, payment delinquent, or payment waived past a disconnection date on more than one occasion over two consecutive years for residential service or over three consecutive years for other service classifications or (ii) service is no longer desired or otherwise permanently terminated. Service deposits less such amount as the customer may owe the Water Department for service and other charges, if any, shall be refunded.

Section 3. That Chapter 3, Article 1, Section 3-321 of the Crete Municipal Code be amended as follows:

3-321 Sewer Department; Service Deposit

- (1) Applicants for sewer service may be required to include a service deposit with their application to ~~insure~~ ensure the payment of sewer bills and other charges. The amount of the service deposit shall be set for the in the City's Master Fee Schedule.
- (2) Service deposits shall remain in the custody of the Sewer Department for a minimum of up to ten years as long as the applicant is a customer of the Sewer Department. Service deposits may be refunded to customers when (i) service has not been disconnected, payment delinquent, or payment

waived past a disconnection date on more than one occasion over two consecutive years for residential service or over three consecutive years for other service classifications or (ii) service is no longer desired or otherwise permanently terminated. Service deposits less such amount as the customer may owe the Sewer Department for service and other charges, if any, shall be refunded to the customer when service is no longer desired or otherwise permanently terminated.

Section 4. That the above section shall be codified as part of the Crete City Code as stated herein.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the ___ day of February 2026.

Mayor

ATTEST:

City Clerk

Seal

Application for a Permit to Occupy City of Crete Right-of-Way
(Rev. 2, 11-2015)

I Justin Truong hereby request to occupy City of Crete Right-of-
Name

Way at W 12th & Arizona - extending roughly 275' East of Arizona with a device or structure.
Address

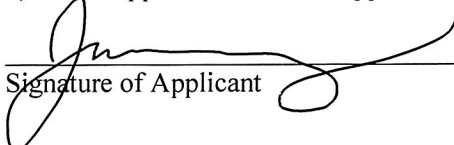
Description of structure or device:

Replacement of unprotected bare steel gas main with new HDPE gas main

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____
- Right-of-way permit fee: \$75.00

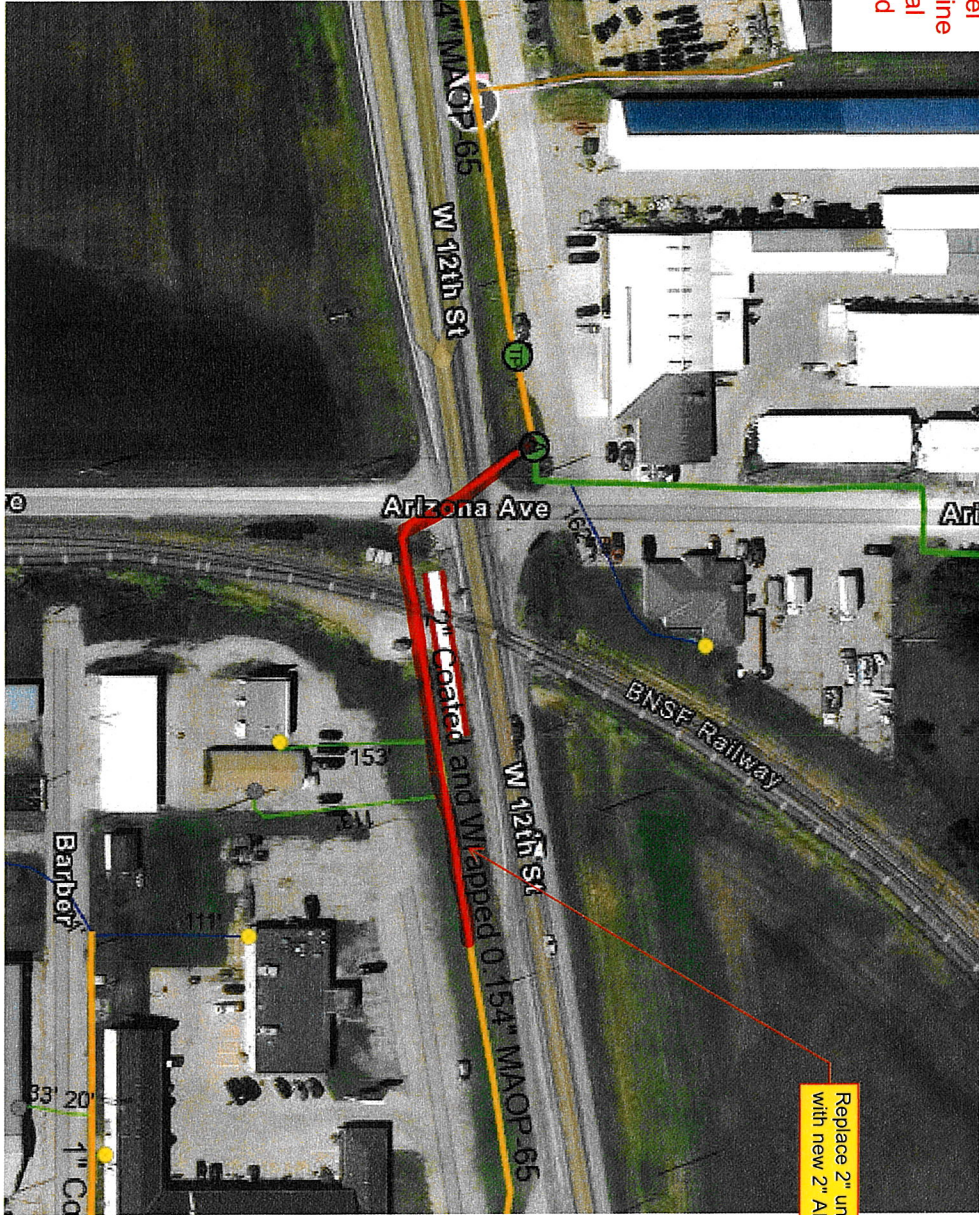
Note:

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


Signature of Applicant

01-27-26
Date of Application

Replace roughly 385' of unprotected steel main with new 2" ARO Steel main. Exact running line TBD pending approval from rail company and NDOT



Replace 2" unprotected steel with new 2" ARO Steel Pipe



1731 Windhoek Dr
Lincoln, NE 68512

Date 12/3/25

Crete Bare Steel
Section 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2026

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

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

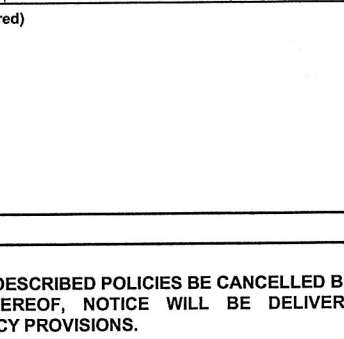
PRODUCER Brown & Brown Insurance Services, Inc. 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402	CONTACT NAME: Lacey Skalicky and Ummi Elmi PHONE (A/C, No, Ext): (612)333-3323 FAX (A/C, No): E-MAIL ADDRESS: lacey.skalicky@bbrown.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Associated Electric & Gas Insurance Services Limited N/A INSURER B: Liberty Mutual Fire Insurance Company 23035 INSURER C: Liberty Insurance Corporation 42404 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 398500 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EN4GL00088-251	11-01-2025	11-01-2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			AS2-641-437957-035	07-01-2025	07-01-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> RETENTION \$			XL5128714P	07-01-2025	07-01-2026	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-64D-437957-045	07-01-2025	07-01-2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurance coverage and limits shown are the minimum types and amounts required by contract.
Evidence of Insurance.

CERTIFICATE HOLDER City of Crete 243 E. 13th Street Crete, NE 68333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED Black Hills Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

BLACK HILLS CORPORATION - NAMED INSUREDS

REGULATED:

- Black Hills Corporation and its Regulated Subsidiaries
- Black Hills Colorado Electric, LLC*
- Black Hills Colorado Gas, Inc.*
- Black Hills/Iowa Gas Utility Company, LLC*
- Black Hills/Kansas Gas Utility Company, LLC*
- Black Hills Nebraska Gas, LLC*
- Black Hills Power, Inc.*
- Black Hills Service Company, LLC*
- Black Hills Utility Holdings, Inc.*
- Cheyenne Light, Fuel and Power Company*
- Black Hills Wyoming Gas, LLC*
- Black Hills Shoshone Pipeline, LLC*
- Black Hills Gas, LLC
- Black Hills Gas Holdings, LLC
- Rocky Mountain Natural Gas, LLC*
- Black Hills Gas, Inc.
- Black Hills Energy Arkansas, Inc.*
- Black Hills Energy Services Company*

*Subsidiaries doing business as BLACK HILLS ENERGY



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kesha N. Greene all of the city of Minneapolis, state of MN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Black Hills Energy Nebraska Gas
Obligee Name: City of Crete
Surety Bond Number: 190055526

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.



LICENSE OR PERMIT BOND

Bond 190055526

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Black Hills Energy Nebraska Gas 1731 Windhoek Drive, Lincoln, NE 68512 as Principal, and the Liberty Mutual Insurance Company, a MA corporation, as Surety, are held and firmly bound unto City of Crete 243 E 13th St., Crete, NE 68333, as Oblige, in the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of January, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as 2026 Bare steel replacement by the Oblige.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force: [] Until , or until the date of expiration of any Continuation Certificate executed by the Surety OR [X] Until canceled as herein provided. 2 This bond may be canceled by the Surety by the sending of notice in writing to the Oblige, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Black Hills Energy Nebraska Gas Principal By Brad Neuton

Liberty Mutual Insurance Company By Keshia N. Greene Keshia N. Greene



ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 29th day of January, 2026, before me personally
appeared Kesha N. Greene, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



A handwritten signature in blue ink, consisting of a large initial 'C' followed by a series of loops and a long horizontal stroke.

Notary Public in the State of Minnesota
County of Hennepin

Trenton Griffin

From: nebraska <NoReplyOTC@finit.tylertech.com>
Sent: Tuesday, January 27, 2026 8:57 AM
To: justin.truong@blackhillsenergy.com
Subject: City of Crete Building Inspector - Payment Receipt
Attachments: receipt_header_your.jpg



PURCHASE RECEIPT

City of Crete - Building Inspector

243 East 13th Street
Crete NE 68333
(402)826-4313
wendy.thomas@crete.ne.gov
OTC Local Ref ID: 143939482
1/27/2026 08:57 AM

Thank you for your payment.

Status: **APPROVED**
Customer Name: Justin Truong
Type: Visa
Credit Card Number: **** * 9601

	Items	Quantity	TPE Order ID	Total Amount
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 1				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 2				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 3				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 4				

Total remitted to the City of Crete - Building Inspector			\$300.00
Portal Fee	1	96937394	\$7.47
		Total Amount Charged	\$307.47

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

Application for a Permit to Occupy City of Crete Right-of-Way
(Rev. 2, 11-2015)

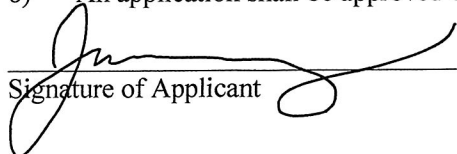
I Justin Truong hereby request to occupy City of Crete Right-of-
Way at Between 13th&14th St and Bosewell&Hawthorne with a device or structure.
Name Address

Description of structure or device:
Replacement of unprotected bare steel gas main with new HDPE gas main

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____
- Right-of-way permit fee: \$75.00

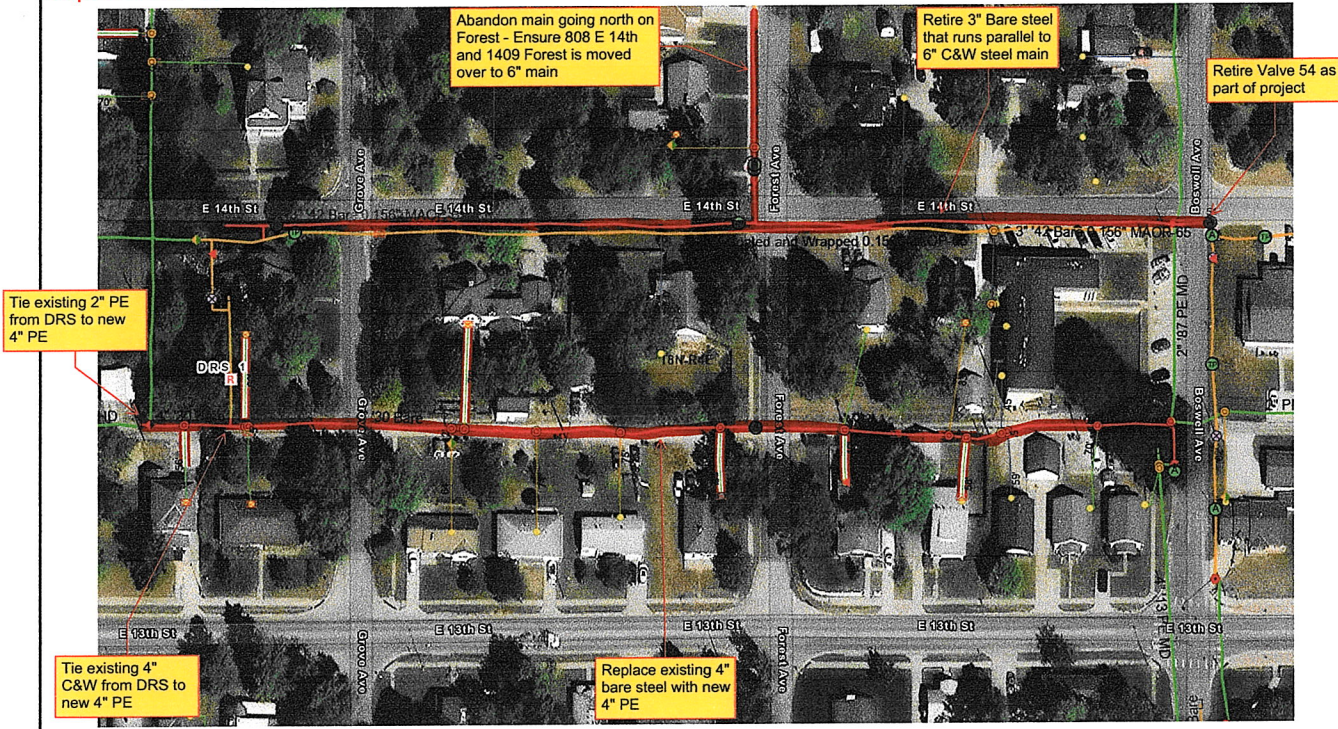
Note:

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


Signature of Applicant

01-27-26
Date of Application

Retire 790' of 3" Bare Steel
 Replace 900' of 4" Bare Steel with new 4" PE



Crete Bare Steel
 Section 1

Date 12/3/25

1731 Windhoek Dr
 Lincoln, NE 68512



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Black Hills Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

BLACK HILLS CORPORATION - NAMED INSUREDS

REGULATED:

Black Hills Corporation and its Regulated Subsidiaries
 Black Hills Colorado Electric, LLC*
 Black Hills Colorado Gas, Inc.*
 Black Hills/Iowa Gas Utility Company, LLC*
 Black Hills/Kansas Gas Utility Company, LLC*
 Black Hills Nebraska Gas, LLC*
 Black Hills Power, Inc.*
 Black Hills Service Company, LLC*
 Black Hills Utility Holdings, Inc.*
 Cheyenne Light, Fuel and Power Company*
 Black Hills Wyoming Gas, LLC*
 Black Hills Shoshone Pipeline, LLC*
 Black Hills Gas, LLC
 Black Hills Gas Holdings, LLC
 Rocky Mountain Natural Gas, LLC*
 Black Hills Gas, Inc.
 Black Hills Energy Arkansas, Inc.*
 Black Hills Energy Services Company*

*Subsidiaries doing business as BLACK HILLS ENERGY



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kesha N. Greene all of the city of Minneapolis, state of MN, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Black Hills Energy Nebraska Gas
Obligee Name: City of Crete
Surety Bond Number: 190055526 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.



LICENSE OR PERMIT BOND

Bond 190055526

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Black Hills Energy Nebraska Gas 1731 Windhoek Drive, Lincoln, NE 68512 as Principal, and the Liberty Mutual Insurance Company, a MA corporation, as Surety, are held and firmly bound unto City of Crete 243 E 13th St., Crete, NE 68333, as Obligee, in the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of January, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as 2026 Bare steel replacement by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

Until, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Black Hills Energy Nebraska Gas Principal

By Brad Neuton

Liberty Mutual Insurance Company By Kesha N. Greene

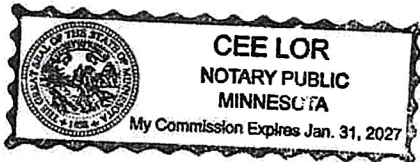


ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 29th day of January, 2026, before me personally
appeared Kesha N. Greene, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



[Signature]
Notary Public in the State of Minnesota
County of Hennepin

Trenton Griffin

From: nebraska <NoReplyOTC@finit.tylertech.com>
Sent: Tuesday, January 27, 2026 8:57 AM
To: justin.truong@blackhillsenergy.com
Subject: City of Crete Building Inspector - Payment Receipt
Attachments: receipt_header_your.jpg



PURCHASE RECEIPT

City of Crete - Building Inspector

243 East 13th Street
Crete NE 68333
(402)826-4313
wendy.thomas@crete.ne.gov
OTC Local Ref ID: 143939482
1/27/2026 08:57 AM

Thank you for your payment.

Status: **APPROVED**
Customer Name: Justin Truong
Type: Visa
Credit Card Number: **** * 9601

	Items	Quantity	TPE Order ID	Total Amount
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 1				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 2				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 3				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 4				

Total remitted to the City of Crete - Building Inspector			\$300.00
Portal Fee	1	96937394	\$7.47
		Total Amount Charged	\$307.47

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

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

(Rev. 2, 11-2015)

I Justin Truong hereby request to occupy City of Crete Right-of-
Way at _____
Name

Alley between Juniper and Ivy from 7th to 10th with a device or structure.
Address

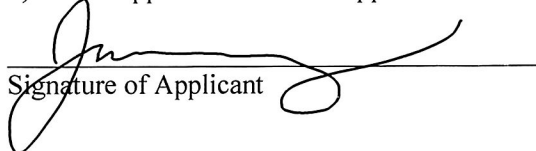
Description of structure or device:

Replacement of unprotected bare steel gas main with new HDPE gas main

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____
- Right-of-way permit fee: \$75.00

Note:

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


Signature of Applicant

01-27-26
Date of Application

Replace 800' of 3" bare steel with 4" new PE



Tie into existing 3 1/2" C&W Steel



1731 Windhoek Dr
Lincoln, NE 68512

Date
12/3/25

Crete Bare Steel
Section 3

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED Black Hills Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

BLACK HILLS CORPORATION - NAMED INSUREDS

REGULATED:

- Black Hills Corporation and its Regulated Subsidiaries
- Black Hills Colorado Electric, LLC*
- Black Hills Colorado Gas, Inc.*
- Black Hills/Iowa Gas Utility Company, LLC*
- Black Hills/Kansas Gas Utility Company, LLC*
- Black Hills Nebraska Gas, LLC*
- Black Hills Power, Inc.*
- Black Hills Service Company, LLC*
- Black Hills Utility Holdings, Inc.*
- Cheyenne Light, Fuel and Power Company*
- Black Hills Wyoming Gas, LLC*
- Black Hills Shoshone Pipeline, LLC*
- Black Hills Gas, LLC
- Black Hills Gas Holdings, LLC
- Rocky Mountain Natural Gas, LLC*
- Black Hills Gas, Inc.
- Black Hills Energy Arkansas, Inc.*
- Black Hills Energy Services Company*

*Subsidiaries doing business as BLACK HILLS ENERGY



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kesha N. Greene all of the city of Minneapolis, state of MN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Black Hills Energy Nebraska Gas
Obligee Name: City of Crete
Surety Bond Number: 190055526

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.



LICENSE OR PERMIT BOND

Bond 190055526

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Black Hills Energy Nebraska Gas
1731 Windhoek Drive, Lincoln, NE 68512
as Principal, and the Liberty Mutual Insurance Company, a MA corporation,
as Surety, are held and firmly bound unto City of Crete
243 E 13th St., Crete, NE 68333, as Oblige, in the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of January, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as 2026 Bare steel replacement by the Oblige.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

- Until _____, _____, or until the date of expiration of any Continuation Certificate executed by the Surety
- OR
- Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Oblige, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Black Hills Energy Nebraska Gas
Principal
By Brad Newton

Liberty Mutual Insurance Company
By Kesha N. Greene
Kesha N. Greene

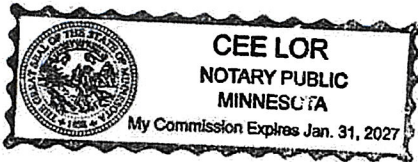



ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 29th day of January, 2024, before me personally
appeared Kesha N. Greene, known to me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Minnesota
County of Hennepin

Trenton Griffin

From: nebraska <NoReplyOTC@finit.tylertech.com>
Sent: Tuesday, January 27, 2026 8:57 AM
To: justin.truong@blackhillsenergy.com
Subject: City of Crete Building Inspector - Payment Receipt
Attachments: receipt_header_your.jpg



PURCHASE RECEIPT

City of Crete - Building Inspector

243 East 13th Street
Crete NE 68333
(402)826-4313
wendy.thomas@crete.ne.gov
OTC Local Ref ID: 143939482
1/27/2026 08:57 AM

Thank you for your payment.

Status: **APPROVED**
Customer Name: Justin Truong
Type: Visa
Credit Card Number: **** * 9601

	Items	Quantity	TPE Order ID	Total Amount
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 1				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 2				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 3				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 4				

Total remitted to the City of Crete - Building Inspector			\$300.00
Portal Fee	1	96937394	\$7.47
		Total Amount Charged	\$307.47

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

Application for a Permit to Occupy City of Crete Right-of-Way
(Rev. 2, 11-2015)

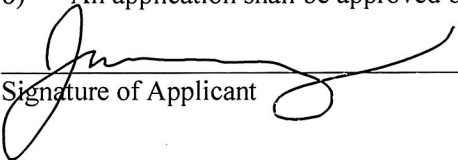
I Justin Truong hereby request to occupy City of Crete Right-of-
Way at Alley between 13th/12th and Juniper/Boswell with a device or structure.
Name Address

Description of structure or device:
Replacement of unprotected bare steel gas main with new HDPE gas main

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____
- Right-of-way permit fee: \$75.00

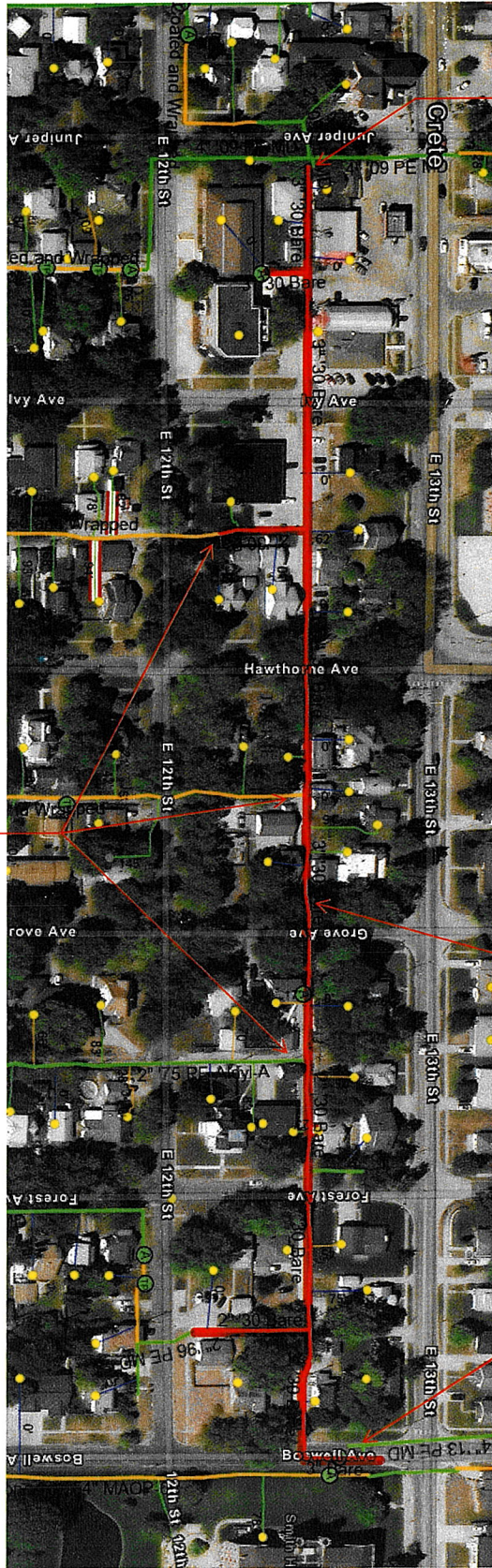
Note:

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


Signature of Applicant

01-27-26
Date of Application

Replace 2100' of 3" bare steel with 4" new PE



Tie into existing 4" PE main

Replace existing 3" bare steel with new 4" PE

Tie into existing 4" PE main

Tie into existing 2" mains



1731 Windhoek Dr
Lincoln, NE 68512

Date 12/3/25

Crete Bare Steel
Section 2

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Black Hills Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

BLACK HILLS CORPORATION - NAMED INSUREDS

REGULATED:

- Black Hills Corporation and its Regulated Subsidiaries
- Black Hills Colorado Electric, LLC*
- Black Hills Colorado Gas, Inc.*
- Black Hills/Iowa Gas Utility Company, LLC*
- Black Hills/Kansas Gas Utility Company, LLC*
- Black Hills Nebraska Gas, LLC*
- Black Hills Power, Inc.*
- Black Hills Service Company, LLC*
- Black Hills Utility Holdings, Inc.*
- Cheyenne Light, Fuel and Power Company*
- Black Hills Wyoming Gas, LLC*
- Black Hills Shoshone Pipeline, LLC*
- Black Hills Gas, LLC
- Black Hills Gas Holdings, LLC
- Rocky Mountain Natural Gas, LLC*
- Black Hills Gas, Inc.
- Black Hills Energy Arkansas, Inc.*
- Black Hills Energy Services Company*

*Subsidiaries doing business as BLACK HILLS ENERGY



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

Principal Name: Black Hills Energy Nebraska Gas
Obligee Name: City of Crete
Surety Bond Number: 190055526

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of January, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2026.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.



LICENSE OR PERMIT BOND

Bond 190055526

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Black Hills Energy Nebraska Gas
1731 Windhoek Drive, Lincoln, NE 68512
as Principal, and the Liberty Mutual Insurance Company, a MA corporation,
as Surety, are held and firmly bound unto City of Crete
243 E 13th St., Crete, NE 68333, as Obligee,
in the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of January, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as 2026 Bare steel replacement by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

- Until, or until the date of expiration of any Continuation Certificate executed by the Surety
OR
[X] Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Black Hills Energy Nebraska Gas Principal
By [Signature]

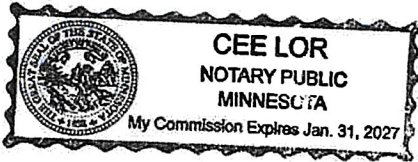
Liberty Mutual Insurance Company
By [Signature] Kesha N. Greene
[Seal: LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS]

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }
County of Hennepin } ss.

On this 29th day of January, 2026, before me personally
appeared Kesha N. Greene, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Minnesota
County of Hennepin

Trenton Griffin

From: nebraska <NoReplyOTC@finit.tylertech.com>
Sent: Tuesday, January 27, 2026 8:57 AM
To: justin.truong@blackhillsenergy.com
Subject: City of Crete Building Inspector - Payment Receipt
Attachments: receipt_header_your.jpg



PURCHASE RECEIPT

City of Crete - Building Inspector

243 East 13th Street
Crete NE 68333
(402)826-4313
wendy.thomas@crete.ne.gov
OTC Local Ref ID: 143939482
1/27/2026 08:57 AM

Thank you for your payment.

Status: **APPROVED**
Customer Name: Justin Truong
Type: Visa
Credit Card Number: **** * 9601

	Items	Quantity	TPE Order ID	Total Amount
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 1				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 2				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 3				
	Miscellaneous Permit	1	96937394	\$75.00
Name: ROW Permit				
Application/Permit Number: Section 4				

Total remitted to the City of Crete - Building Inspector			\$300.00
Portal Fee	1	96937394	\$7.47
		Total Amount Charged	\$307.47

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****