Public Works Committee Meeting
Tuesday, February 21, 2023 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. Provide a recommendation to the City Council on a request to vacate Locust Street north of Fairchild Drive in Lorthrop Heights.

3.B. Provide a recommendation to the City Council on a franchise agreement with ALLO Fiber regarding services in the city of Crete.

3.C. Provide a recommendation to the City Council on the One and Six Year Plan.

3.D. Provide a recommendation to the City Council on a Right-of-Way Permit for Unite Private Networks on Boswell Avenue.

3.E. Provide a recommendation to the City Council on Ordinance 2164: An ordinance to annex Area #6 into the corporate limits of the City.

3.F. Provide a recommendation to the City Council on the HD Big Blue Addition Administrative Subdivision.

3.G. Provide a recommendation to the City Council on the Alden Cihal Addition Administrative Subdivision.

3.H. Provide a recommendation to the City Council on the Assignment and Assumption Agreement required by the Federal Aviation Agency for City control of the Municipal Airport.

3.I. Provide a recommendation to the City Council on the amended Disadvantage Business Enterprises Program for 2022, 2023 & 2024 required for City control of the Municipal Airport.

4. **Officers' Reports**

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

5. **Adjournment**

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

CRETE NEBRASKA Community in Motion

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic or item you would like the City Council to act on or discuss at a future meeting, please fill out the form below. The topic or item will be reviewed by City staff, who may be able to assist you, or scheduled for a future meeting if the Mayor and Council agree to hear the matter.

Name: GARY F. LOTHROP

Address: 2051 EAST 13TH

Telephone #: 402-641-4220

Email: glothrop@aol.com

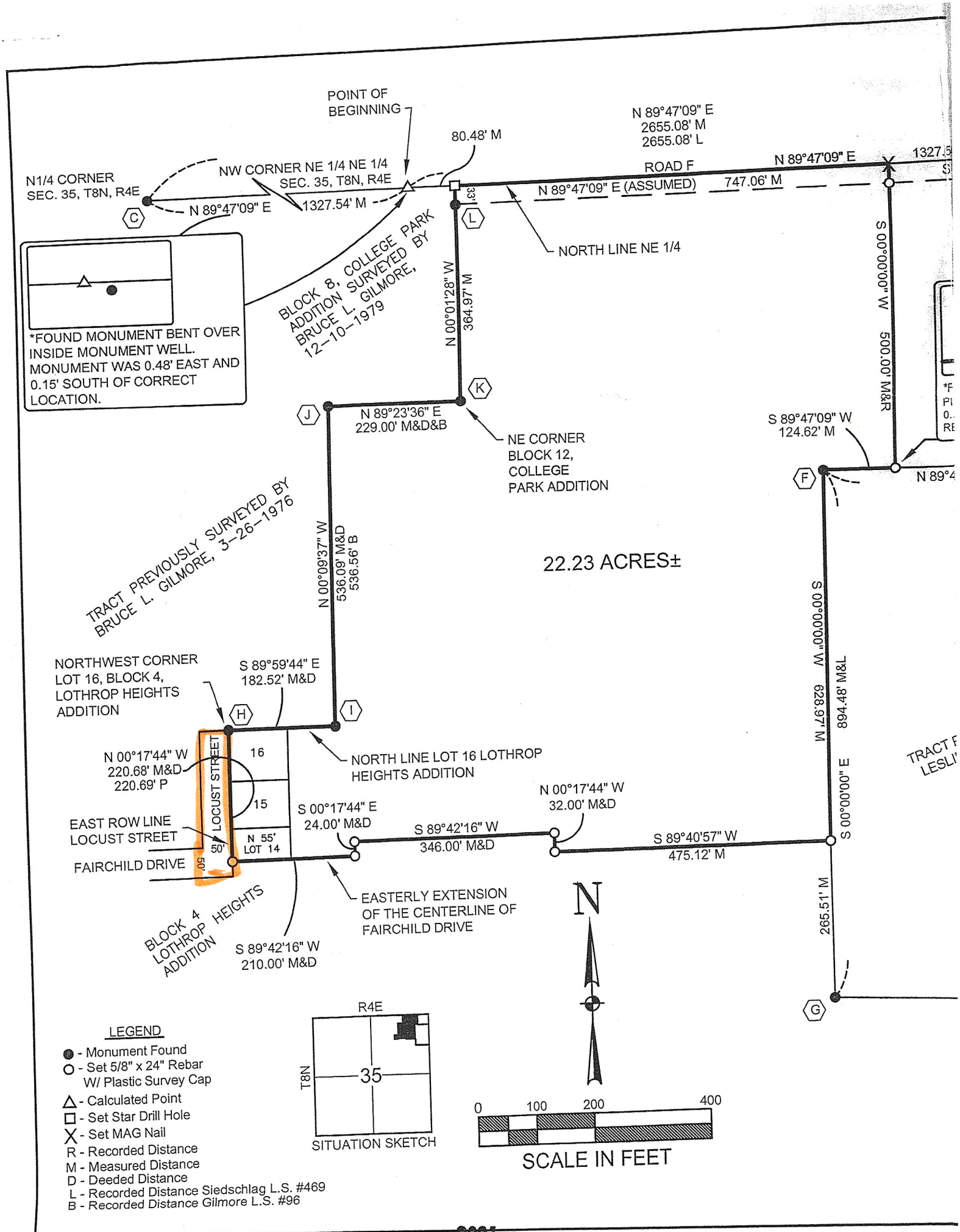
Date of Request: FOR FEBRUARY 21ST AGENDA

Description of Requested Topic or Item:

I WISH TO HAVE LOCUST STREET, LOCATED AT THE EAST END OF FAIRCHILD DRIVE IN LOTHROP HEIGHTS VACATED.

THE STREET WAS DEDICATED AS PART OF LOTHROP HEIGHTS IN 1975. WE HAVE MAINTAINED THE AREA FOR THE PAST 47 YEARS AND DO NOT WISH FOR IT TO BECOME A ROAD AS WE WILL NOT BE DEVELOPING LOTS 14, 15 & 16

Sec: 35
Town: 8
Rng:4E
760017263
760016488
760016496
760148450
760016526
LOCUST
FAIRCHILD
FRANKLIN
760016860
760017255
760146547
760146548



2021- 01647

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Gary F. Lothrop, DVM
Eric S. Post, DVM
Sarah Lothrop Post, DVM, MPH

607 County Road 2400
Crete, NE 68333
(402) 826-5149

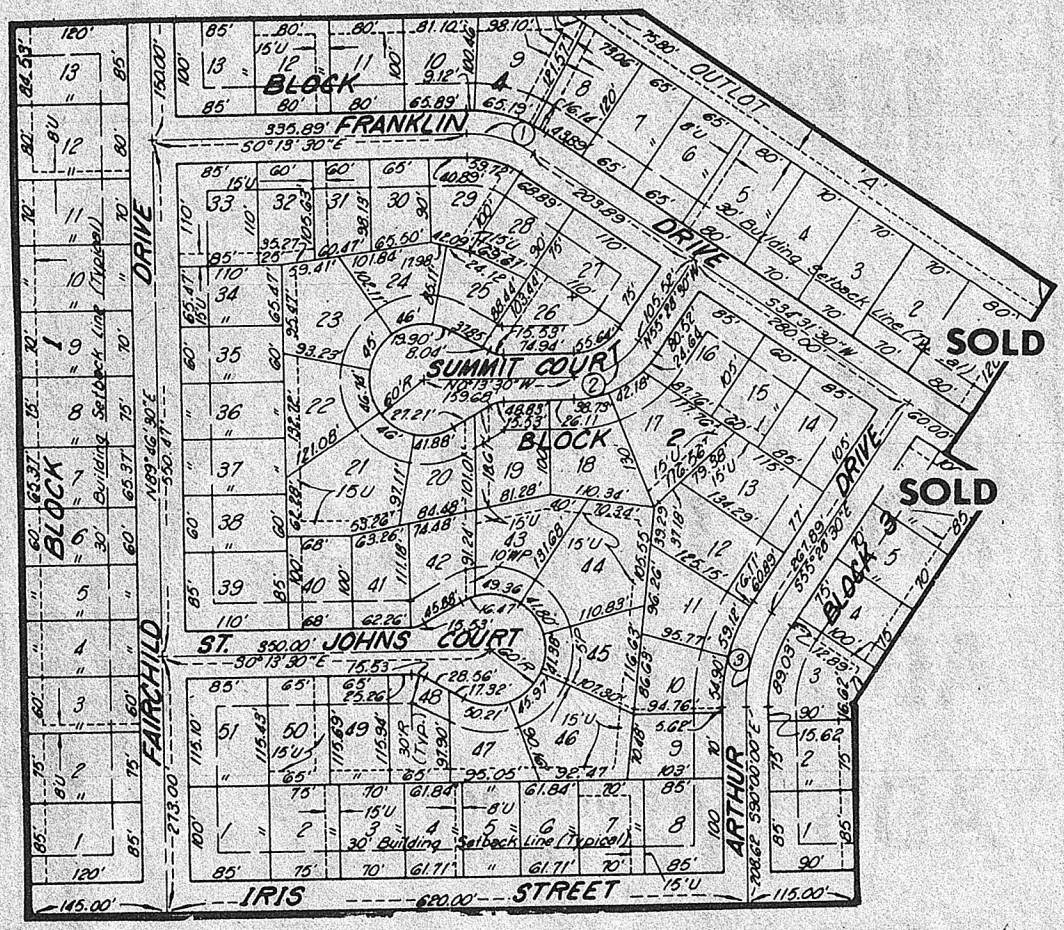
Lothrop Animal Clinic

This is a copy of the first advertisement for the sale of lots in Lothrop Heights in the Crete News in 1975.

Locust street and the 3 lots to its East were platted just in case one of Frank and Alene Lothrops children wanted to build on the edge of the development on farm ground.

The lots have never been listed or for sale, have had 19 trees growing on them since 1985 and the area has been mowed, sprayed and maintained by us since 1974.

LOTHROP HEIGHTS



Crete's newest residential addition has available choice building sites for spring construction. The addition is conveniently located within walking distance of the new Crete Junior-Senior High School, Doane College and the College Heights Country Club. Full city services, hard surfaced streets, natural gas, and ornamental lighting are provided to lots without additional assessments. The lot sizes vary to accommodate any style of home with prices starting as low as five thousand dollars. For additional information call today.

LOTHROP HEIGHTS DEVELOPMENT CORPORATION

Ron Sack 826-2139

Frank Lothrop 826-3656

CRETE NEBRASKA

Community in Motion

Welcome to the Fiber Future

Allo FIBER

2003 — 20 YEARS — 2023

Who Is ALLO

- Founded in 2003 (Imperial, NE)
- City-Wide Fiber Networks
- Competitive Fiber-to-the-Premise Provider
- Nelnet, Inc. / SDC Capital Partners
- Pass 1 Million+ Population

Who Is ALLO

Our Core Values

HONEST
- Customers, Vendors, Associates
- Fair, No Pricing Gimmicks

LOCAL
- Close Relationship with Communities
- Local Employees and Presence

EXCEPTIONAL
- Service Platform
- Implementation of Technology
- Net Promoter Score = 60-70

HASSLE-FREE
- Efficient Construction Interval
- Easy to Do Business

Allo FIBER

Who Is ALLO

Employees:

- 1,326 and growing

Customers:

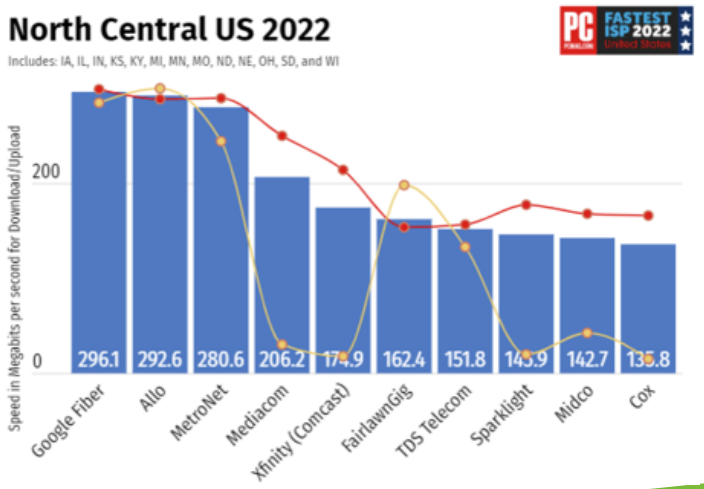
- 140,000+ (weekly adds 500)

Current Communities:

- 1,500 to 290,000 in population

Recognition / Awards:

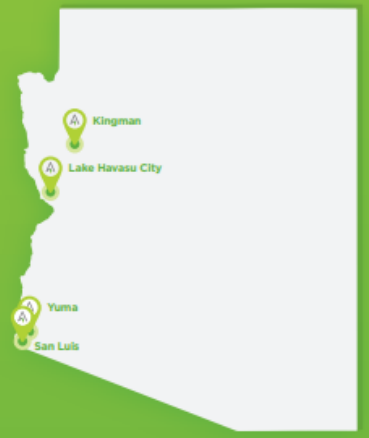
- 2022 - Top 5 PC Magazine Fastest ISP
- 2022 National Ranking -
  #2 Fastest Internet Provider Regional
- 2022 - #1 Fastest ISP NE



Allo FIBER

Allo FIBER

AlloFiber.com



Arizona

Kingman
Lake Havasu City
San Luis
Yuma

Colorado

Breckenridge
Eaton
Erie
Fort Morgan
Greeley
Hudson

Nebraska

Alliance
Ashland
Bellevue
Bridgeport
Columbus
Fremont
Gering
Gretna
Grand Island
Hastings
Imperial
Kearney
La Vista
Lincoln
Milford
Norfolk
North Platte
Ogallala
Papillion
Scottsbluff
Seward
Sidney
Valentine
Waverly
Wayne
York

Residential Solutions

ALLO Fiber Internet

- Wi-Fi 6 Wireless Router Included
- 500 Mbps, 1 GIG, 2.5 GIG Download and Upload Options (10 GIG to Home)
- Eliminate Buffering
- Connect 250+ Devices Simultaneously

ALLO Fiber TV

- Full Channel Lineup
- Local Stations
- Wireless Set-Top Boxes
- Award-Winning User Interface

ALLO Fiber Phone

- Keep Existing Number
- Unlimited Long Distance
- Voicemail
- Call Waiting

Business Solutions

Business Internet and MetroEthernet

- Synchronous Internet Speeds of 500 Mbps to 1 GIG+
- Dependable, Redundant Connections Minimize Latency and Jitter
- Layer 2 Connections Up to 100 GIG
- NextGen Firewalls
- Remote Work Solutions

Business Phone and Hosted PBX

- SIP, PRI, POTs, and Full Features at Competitive Prices
- Hosted PBX systems with Feature-Rich Solutions
- Teams Voice

aws

Azure

Business TV

- Tangerine Global with 200+ Channels
- Customizable Packages

Allo FIBER

Affordable Connectivity Program (ACP)

- Congress created the program to help eligible households pay for internet service at home.
- ALLO is supporting the White House initiative by providing 100/100 Mbps internet service at no cost.
- ALLO currently has 3,300 ACP households.

Allo FIBER

Design – Building Relationships

- **Local** - Collaborate with City GIS & Utility departments
  - Design preferences and rules, data sources
  - Community preferences and future utility projects
- **Innovation –** 10 GIG speeds capability to every home and business utilizing XGS-PON compliant standards.
- **Future-Proof –** Fiber-rich network with 40–50 year service life.
- **No Hassle –** Minimal impact from boring and aerial cable, staying in character of current utilities.
- **Simple –** PON Grids based on 800-1,000 customer locations. Centralized 64:1 splitters simplify construction.
- **Fast –** Auto designs completed in weeks, not months.
- **Safe –** NEC and NESC compliant.

Allo FIBER

Construction Steps

Allo FIBER | Residential | Products & Services | For Business | Help | About | Sign Up For Service

allocommunications.com/construction/

Construction Steps

1 DESIGN — 2 CONSTRUCTION — 3 SPLICE/TEST — 4 READY FOR INSTALL

Before you even hear about ALLO in your neighborhood, we are working to design the fiber cable paths throughout your community.

Engineers decide the most efficient way to bring fiber optics to the greatest amount of people in your area.

Contractors, city officials, and ALLO collaborate on the fiber path design and submit to the city for approval.

Once approved, ALLO partners with local contractors to begin the construction process.

Allo FIBER

Why ALLO

Local Presence

- Storefront
- Service
- Employee base

Economic Partner

- Investment in physical assets
- Eliminates digital divide
- Empower and assist in economic development
- Ensure Crete is Fiber Ready for the Future

A Proven Partner

Dave Miller, General Manager - Eastern Nebraska
Dave.Miller@allofiber.com

Al Schroeder, Director of OSP Engineering
Al.Schroeder@allofiber.com

Kayle Henderson, Inside Sales Associate
Kayle.Henderson@allofiber.com

Allo FIBER

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is between the City of Crete, Nebraska, hereinafter referred to as the "Grantor" and ALLO Crete, LLC (the "Grantee")

The Grantor hereby acknowledges that the Grantee possesses the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System (defined below) on the terms set forth herein.

1. **Definitions:**

   a. "Cable Act" means the Cable Communications Policy Act of 1984, P. L. 98-549, 47 U.S.C. §521 Supp., as it may be amended and superseded.

   b. "Cable System" or "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

   c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.

   d. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) the revenue from any Subscriber where such revenue has otherwise been included in Grantee's revenue for franchise fee calculation purposes (so as to prevent revenue from being subject to a franchise fee twice); and (5) any exclusion available under applicable state or federal law.

   e. "Service Area" shall mean the Grantee's service area within the geographic boundaries of the Grantor.

   f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of- way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.

   g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term of ten (10) years commencing on the Effective Date of this Franchise as set forth in Section 14 (the "Initial Term"). This Franchise will be automatically extended for an additional term of five (5) years at the end of the Initial Term, unless either party notifies the other in writing of its desire to not exercise this automatic extension at least three (3) year before the expiration of the Initial Term. Notwithstanding the foregoing, in any event, the parties shall comply with the renewal procedures of the Cable Act.

4. **Use of the Streets and Dedicated Easements.**

   a. Grantee shall have the right to use the Streets within the Service Area for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

   b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.

   c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

   d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

   e. Grantee shall take reasonable efforts to locate new pedestals in close physical proximity to existing utility pedestals when technically and financially feasible.

   f. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find

necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not inconsistent with privileges granted herein and consisted with all federal and state laws, rules, regulations and orders.

5. <u>Maintenance of the System</u>.

a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.

b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. <u>Service</u>.

a. The Grantee may provide Cable Service to the residences within the Grantee's operating area in the Service Area. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Grantee shall provide service to new or existing annexed areas within the Service Area consistent with the provisions set forth in paragraph 6.b. below unless financial feasibility is not supported. When financial feasibility is not supported, Grantee shall provide a cost/benefit analysis supporting the basis for Grantee's denial of providing service to the new or existing annexed areas.

b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and

information that meets the standards set forth in this section.

7. <u>Insurance/Indemnity</u>.

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence, Combined Single Limit (C.S.L.) $2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	$1,000,000 per occurrence C.S.L.
Umbrella Liability	$1,000,000 per occurrence C.S.L.

b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) business days of receipt of claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liabilities, or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. **Revocation.**

a. The Grantor may revoke the Franchise in accordance with this section. Prior to revocation of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall be set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reason for such objection and provide any explanation or to cure the alleged noncompliance; provided, however, if the Grantee is diligently pursing such cure during such sixty (60) day time period and such instance of noncompliance is susceptible of cure but cannot reasonably be cured within such sixty (60) day time period, then such cure period shall be extended for another ninety (90) days so long as Grantee continues to diligently pursue such cure. If Grantee has not cured the breach within the applicable cure period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.

c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partially in the Streets the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate governmental entity.

10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary of confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any

of Grantee's books and records marked confidential to any person.

11. <u>Notices, Miscellaneous</u>.

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor or Grantee shall be delivered or sent to:

Grantor: City of Crete, Nebraska
Attn: City Administrator
P.O. Box 86
Crete, NE 68333

Grantee: ALLO Crete, LLC
Attn: Brad Moline, President
330 S 21st St
Lincoln, NE 68510
Brad.Moline@allofiber.com

with a copy to: ALLO Crete, LLC
Attn: Legal Department
121 S 13th St, Suite 100
Lincoln, NE 68508

b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.

c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.

d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

12. <u>Force Majeure</u>. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, sever or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary. In the event of such Force Majeure event, the Grantee shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event.

13. <u>Franchise Fee</u>.

a. Grantee shall pay to the Grantor annually an amount equal to five (5%) percent of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.

b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder; provided, however, that such review shall take place no later than six (6) months after receipt of the franchise fees for the previous year.

14. <u>Effective Date</u>. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire at the end of the Initial Term unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

15. <u>Acceptance and Entire Agreement</u>. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

[Signatures on following page.]

Considered and approved this ___ day of _____, 2023.

City of Crete, Nebraska

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 2023, subject to applicable federal, state and local law.

ALLO Crete, LLC

Signature: _____

Name/Title: _____

Date:_____

4877-0512-1099, v. 1

1-Year Plan - 2023
Crete, Nebraska

PRIORITY NO.	PROJECT NO.	DESCRIPTION	TOTAL ESTIMATED CONSTRUCTION COST	GENERAL OBLIGATION COST
1	297	On 23rd Street from Main Avenue to Norman Avenue #1 Construct 7" P.C concrete paving 32' wide with storm sewer	$282,744	$147,038
2	280	On 18th Street from Linden Avenue to Main Avenue #2 Construct 7" P.C. concrete paving 32' wide with storm sewer	$258,026	$120,679
3	294	On Linden Avenue from 18th Street to 19th Street #2 Construct 7" P.C. concrete paving 32' wide with storm sewer	$258,026	$120,679
4	207	On Kingwood Avenue, from 21st Street to 22nd Street #6 Construct 6" P.C. concrete paving 32' wide with storm sewer	$270,374	$125,914
5	282	On 21st Street from Linden Avenue to Main Avenue & On 21st Street from Linden Avenue to Kingwood Avenue #3 & #8 Construct 7" P.C. concrete paving 32' wide with storm sewer	$664,654	$400,910
6	298	On Oak Avenue from 17th Street to 18th Street & On 18th Street from Oak Avenue to Norman Avenue #5 Construct 7" P.C. concrete paving 32' wide with storm sewer	$600,494	$285,307
7	299	On Oak Avenue from 22nd Street to 23rd Street & On 23rd Street from Oak Avenue to Norman Avenue #7 Construct 7" P.C. concrete paving 32' wide with storm sewer	$529,560	$232,978
8	300	On 21st Street from Norman Avenue to Oak Avenue & On Oak Avenue from 21st Street to 22nd Street #10 Construct 7" P.C. concrete paving 32' wide with storm sewer	$645,264	$367,286
9	278	On Linden Avenue, from 20th to 21st Avenue #4 Construct 7" P.C. concrete paving 32' wide with storm sewer	$287,568	$143,107
10	208	On 20th Street, from Linden Avenue to Kingwood Avenue #9 Construct 7" P.C. concrete paving 32' wide with storm sewer	$262,094	$128,578
11	302	On 13th Street at Iris Avenue Construct 9" P.C. concrete 110' roundabout and storm sewer	$1,295,000	$298,000
12	288	Tuxedo Park Bridge to Tuxedo Park Walk Bridge Construct 350' 5" P.C. concrete 8' trail walkway/bikeway	$31,200	$31,200
13	290	West 12th Street west of Arizona Avenue Construct 9" P.C. concrete 25' wide 825' long	$144,000	$0

CRETE

SALINE COUNTY
NEBRASKA

One Year Paving Improvement Plan

2023

URBAN AREA MAP
CRETE NEBRASKA

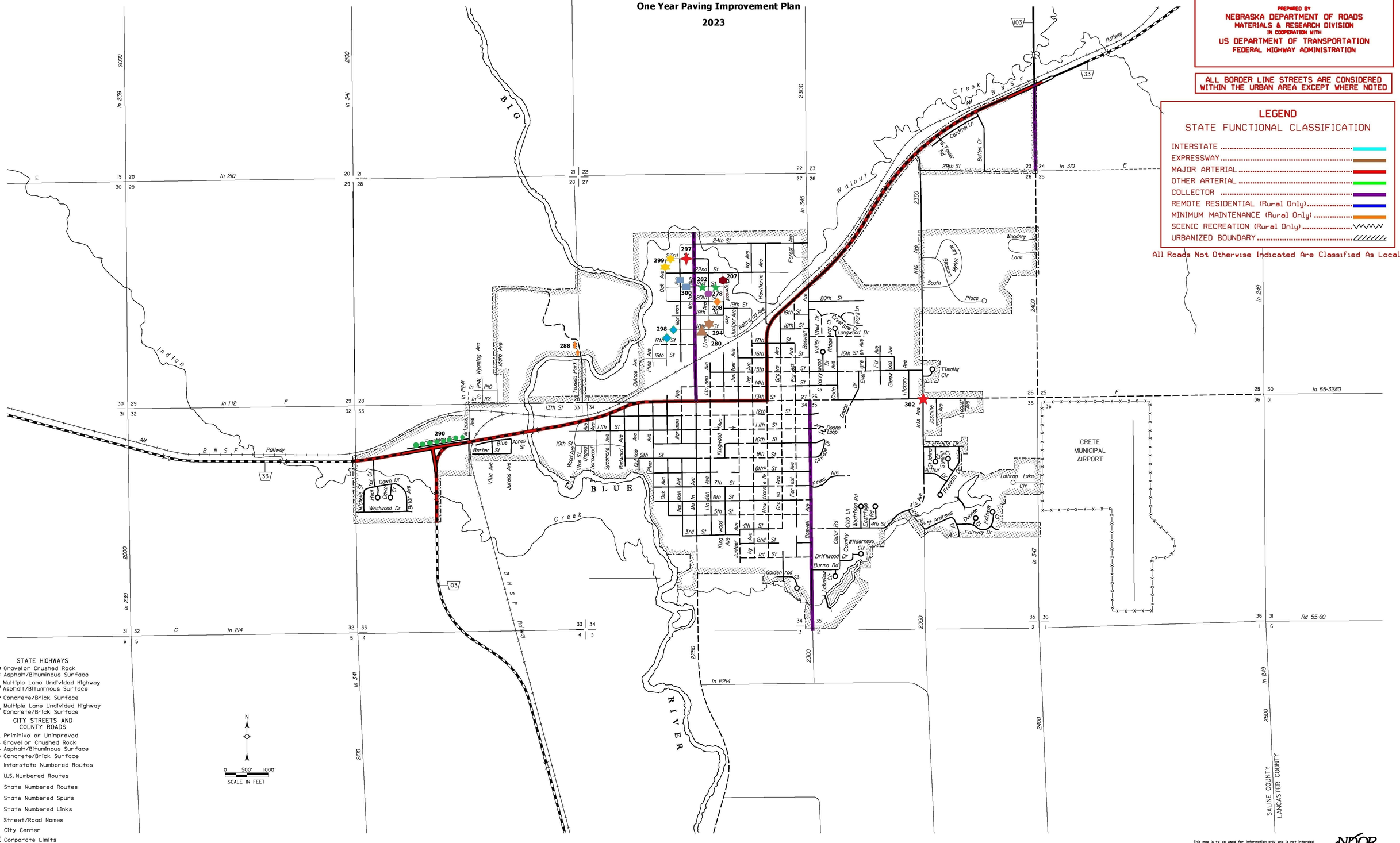
PREPARED BY
NEBRASKA DEPARTMENT OF ROADS
MATERIALS & RESEARCH DIVISION
IN COOPERATION WITH
US DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

ALL BORDER LINE STREETS ARE CONSIDERED WITHIN THE URBAN AREA EXCEPT WHERE NOTED

LEGEND
STATE FUNCTIONAL CLASSIFICATION

- INTERSTATE
- EXPRESSWAY
- MAJOR ARTERIAL
- OTHER ARTERIAL
- COLLECTOR
- REMOTE RESIDENTIAL (Rural Only)
- MINIMUM MAINTENANCE (Rural Only)
- SCENIC RECREATION (Rural Only)
- URBANIZED BOUNDARY

All Roads Not Otherwise Indicated Are Classified As Local


T 8 N
BIG BLUE RIVER
Indian Creek
Walnut Creek
AM BNSF Railway
CRETE MUNICIPAL AIRPORT
SALINE COUNTY
LANCASTER COUNTY
In 239
In 210
In 341
In 345
In 310
In 112
In 214
In P214
In 55-3280
Rd 55-60
In 347
In 249
24th St
22nd St
20th St
19th St
18th St
17th St
16th St
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11th St
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9th St
8th St
7th St
6th St
5th St
4th St
3rd St
2nd St
1st St
Rollroad Ave
Iris Ave
Boswell
Cottage Dr
Doane Loop
Fairway Dr
St Andrews
Golden rod
Burma Rd
Driftwood Dr
Wilderness Clr
Westridge Rd
Eastridge Rd
Country Club Ln
Cedar Rd
Lakeview Clr
Fairchild Dr
Franklin Dr
Lathrop Lake Clr
Timothy Clr
Woodsey Lane
Blossom Way
South Place
Longwood Dr
Cardinal Ln
Batten Dr
Tuxedo Park
Barber St
Blue Acres St
Westwood Dr
Briar Ave
Dawn Dr
Heart Ln
Wizelia St
Villa Ave
Jurena Ave
Idaho Ave
Wyoming Ave
Quince Ave
Pine Ave
Oak Ave
Normon Ave
Madison Ave
Linden Ave
Juniper Ave
Ivy Ave
Hawthorne Ave
Forest Ave
Grove Ave
Evergreen Ave
Valley View Dr
Ridge Rd
Cherrywood Dr
Code Dr
Glenwood Ave
Hickory Ave
Locust Ave
Yosemite Ave
Sycamore Ave
Redwood Ave
Kingwood Ave
Kingwood Ave
Vine St
Walnut Ave
Wood Ave
Frees Ave
Frees Ave
Kingwood Ave
Kingwood Ave
Lincoln Ave
Lincoln Ave
Lincoln

6 Year Plan 2023 - 2029
Crete, Nebraska

PRIORITY NO.	PROJECT NO.	DESCRIPTION	TOTAL ESTIMATED CONSTRUCTION COST	GENERAL OBLIGATION COST
1	301	On East 15th Boswell Avenue to Iris Avenue Remove existing concrete; construct 7" P.C. concrete paving 32' - 41' wide with 5' sidewalks	$1,350,000	$450,000
2	265	On East 13th Street, from Jasmine Avenue to East City Limits Remove existing concrete; construct 9" P.C. concrete paving 32' wide with 5' sidewalks	$956,484	$279,720
3	278	On Linden Avenue, from 19th to 20st Avenue Construct 7" P.C. concrete paving 32' wide with storm sewer	$258,000	$121,000
4	271	On North Main Avenue, from BNRR tracks to 24th Street Mill and overlay 2" asphalt 24' wide from existing edge including intersection approaches.	$158,400	$158,400
5	272	In Westwoods subdivision Remove and reconstruct entire 7" P.C. concrete paving 32' wide with curb and gutter, recompact and reset manholes to grade	$1,776,000	$643,200

CRETE

SALINE COUNTY
NEBRASKA

One Year and Six Year Paving Improvement Plans

2023 - 2028

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CRETE NEBRASKA

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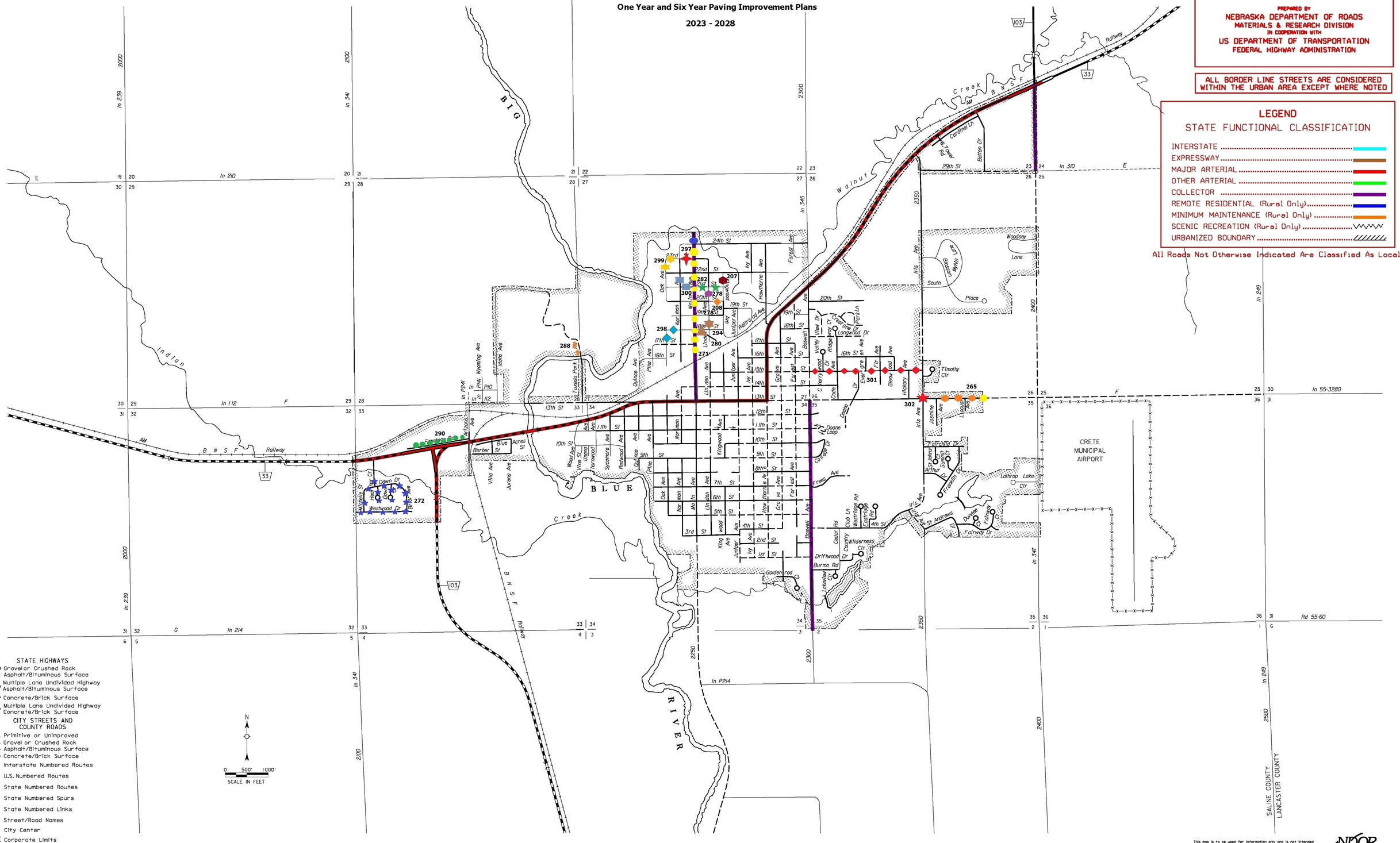
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In P241
In 2350
In 2400
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9th St
8th St
7th St
6th St
5th St
4th St
3rd St
2nd St
1st St
29th St
Cardinal Ln
Batten Dr
Woodsey Lane
Blossom Way
South Place
Timothy Ctr
Longwood Dr
Doane Loop
Cottage Dr
Fairchild Dr
Franklin Dr
Lathrop Lake Ctr
St Andrews Dr
Fairway Dr
Dunbar Ct
Westridge Rd
Country Club Ln
Wilderness Ctr
Driftwood Dr
Burma Rd
Lakeview Ctr
Golden rod
Westwood Dr
Dawn Dr
Barber St
Blue Acres St
Tuxedo Park
Forest Ave
Iris Ave
Hickory Ave
Glenwood Ave
Evergreen Ave
Fir Ave
Boswell Ave
Roosevelt Ave
Cedar Rd
Freess Ave
Dodge St
Cottonwood Ave
Hawthorne Ave
Ivy Ave
Juniper Ave
Railroad Ave
Quince Ave
Pine Ave
Oak Ave
Normandy Ave
Madison Ave
Lincoln Ave
Grove Ave
Fairmont Ave
Kingwood Ave
Redwood Ave
Sycamore Ave
Walnut Ave
Vine St
Wood Ave
Villa Ave
Jurena Ave
Idaho Ave
Wyoming Ave
Wilbur Ave
Wilbur Ct
Hoover Ct
Valley View Dr
Ridge Way Cir
Cherrywood Cir
Code Dr
Evergreen Dr
Glenwood Dr
Yosemite Ave
Lincoln Ave
St Johns Ct
Arthur Ct
Summit Ct
Fairchild Dr
Cedar Rd
Country Club Ln
Westridge Rd
Eastridge Rd
Wilderness Ctr
Driftwood Dr
Burma Rd
Lakeview Ctr
Golden rod
Boswell Ave
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Hickory Ave
Glenwood Ave
Evergreen Ave
Fir Ave
Boswell Ave
Roosevelt Ave
Cedar Rd
Freess Ave
Dodge St
Cottonwood

243 East 13th Street
P.O. Box 86
Crete, NE 68333-0086

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

(Rev. 2, 11-2015)

I Shaun Frye (Unite Private Networks) hereby request to occupy City of Crete Right-of-
Name

Way at Boswell Avenue with a device or structure.
Address

Description of structure or device:
Underground 1.25" HDPE Bored Conduit, with 96 count Fiber along Boswell Avenue

North of Highway 33

☒ Diagram, or print included?

☐ Necessary permits and licenses obtained? Insurance?

☐ Approved by the Public Works Director _____ Date: _____

Note:

1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.

2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.

3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.

4) City Council approval is required for large projects (more than one property involved, or utility oriented projects.

5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc….

6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.

7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.

8) An application shall be approved before any construction or installation is allowed to begin.

Shaun Frye 2/8/2023

Signature of Applicant Date of Application

PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
SHAUN FRYE	UNITE PRIVATE NETWORKS	402-669-7460	SHAUN.FRYE@UPNFIBER.COM
TOM OURADA	CITY OF CRETE	402-826-4312	TOM.OURADA@CRETE.NE.GOV
BRUCE FILIPI	SALINE COUNTY	402-826-9394	SCROADS@DIODECOM.NET

CRETE, NEBRASKA
UNITE PRIVATE NETWORKS
40615-HIGHWAY 33 & BOSWELL AVE RELOCATION

PERMITS REQUIRED	
SHT. NO.	DESCRIPTION
F.1-F.2	CITY OF CRETE
F.2-F.3	SALINE COUNTY
F.1-F.2	FLOODPLAIN

SHT. NO.	SHEET INDEX
C.1	COVER
G.1	GENERAL NOTES
F.1-F.3	FIBER DESIGN

USER: trefd
DATE: 02\09\2023
DGN: F:\2017\0001-0500\017-0078\40615 RM Hwy 33 & Boswell\80-Design\Microstation\Telecom_STATE_017-0078_40615 RM Hwy 33 & Boswell\Sheets\Cover.dgn

PROJECT NO.	SHEET NO.
017-0078	C.1
Date: 02\09\2023	Drawn: TMR Checked: STS Approved: GTS

PROJECT: 40615
HIGHWAY 33 & BOSWELL AVE RELOCATION

olsson

Unite PRIVATE NETWORKS

NOT TO SCALE

ne1call.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

PRIOR TO CONSTRUCTION:

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

CONSTRUCTION SHALL MEET CITY OF CRETE STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD PLANS.

PRELIMINARY PLAN
90 PERCENT
SUBMITTAL
02\09\2023
NOT FINAL - SUBJECT TO CHANGE

COVER

LEGEND OF SYMBOLS

- EXISTING CONDUIT
- EXISTING AERIAL FIBER
- BORED CONDUIT
- TRENCHED CONDUIT
- NEW AERIAL FIBER
- NEW AERIAL FIBER, OVERLASH
- MESSENGER CABLE
- NO CITY RECIPIENT FIBER
- EXISTING CONDUIT
- EXISTING SIGNAL CONDUIT
- ROW
- NEW PULL BOX
- NEW PEDESTAL
- NEW POLE
- NEW DOWN GUY
- NEW RISER
- NEW SLACK SPAN
- NEW SLACK LOOP
- EXISTING PULL BOX
- EXISTING PEDESTAL
- EXISTING UTILITY POLE
- EXISTING SLACK LOOP
- EXISTING SPLICE CASE
- EXISTING MANHOLE
- SIGN
- BARRICADE
- DRUM
- BORE PIT
- ARROW PANEL

CABLE AND CONDUIT DESIGNATIONS

B is Conduit Bored (ie..3" B)
C is conductor (ie.. 3/C)
CC is Coaxial Cable
CCC is Camera Control Cable
CDC is Camera Detector Cable
CG is Circuit Ground
CPC is Camera Power Cable
DB is Direct Buried
DMSC is Dynamic Message Sign Cable
EDC is Emergency Detector Cable
ETW is Electric Tracer Wire
EX is Existing
FI is Fabric Interduct
FLC is Fiber Locate Cable
FTW is Fiber Tracer Wire
INS is Install
INT is Intraduct
LC is Lead-In Cable
M is Conduit Mounted (ie..2" M)
MB is Main Line Conduit Group Bored (6) 1 1/4"
MM is Multi Mode Fiber Cable
MT is Main Line Conduit Group Trenched (6) 1 1/4"
NO is Number
OH is Over Head
PR is Pair of Communication (ie.. 6 PR)
REL is Relocate
REM is Remove
RGS is Rigid Galvanized Steel
SC is Service Cable
SL is Street Light
SM is Single Mode Fiber Cable
T is Conduit Trenched (ie..3" T)
TW is Tracer Wire (black or green)

PCA243636-00006

POLYMER CONCRETE ASSEMBLY

24" x 36" x 36"
(For actual dimensions see drawing)

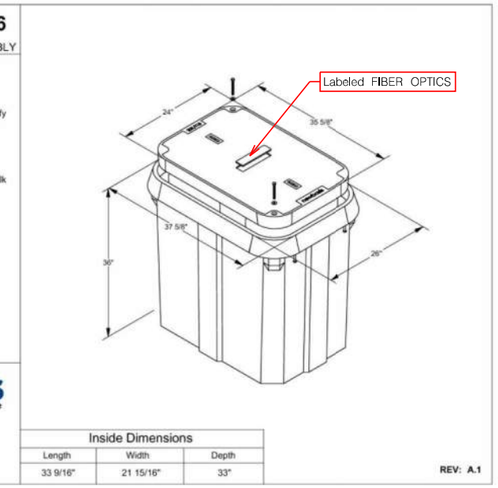
Polymer Concrete Assembly, Straight Sides, No Floor, WUC 3.6-"20K," 3/8" Hex Bolts, Standard Nameplate (Specify at time of order) Installed

LOAD RATINGS
Incidental Traffic - Parking Lot, Sidewalk
Conforms to:
- WUC 3.6
- ASTM C 857
- ANSI/SCTE 77

FEATURES:
- USDA/RUS Approved
- Drop-In nameplate
- Shipped assembled
- Skid resistant cover
- Stainless steel bolts
- Cast-in floating nut box
  - Integral drain holes

Additional product information continued on the reverse

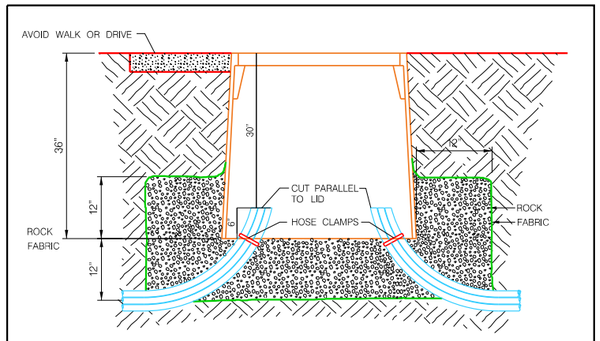
newbasis
Composites for Infrastructure
2626 Kansas Avenue
Riverside, California 92507
951.787.0600
951.787.0632 (fax)
info@newbasis.com
newbasis.com



Inside Dimensions		
Length	Width	Depth
33 9/16"	21 15/16"	33"

REV: A.1

UPN PULL BOX, 24"X36"X36"



UPN PULL BOX INSTALLATION

SUMMARY OF QUANTITIES

ITEM	UNIT	QUANTITY
CONDUIT, 1.25" B	LF.	1,569
TRACER WIRE	LF.	1,569
UPN PULL BOX	EA.	2
FIBER MARKER	EA.	2
FIBER, 96 SM, UNDERGROUND	LF.	1,569
FIBER, 96 SM, UNDERGROUND SLACK STORAGE	LF.	320

ALL FIBER (UNDERGROUND/AERIAL) AND CONDUIT (BORE/TRENCH/PLOW) QUANTITIES ARE MEASURED AS LINEAL FEET BETWEEN CENTERS OF PULL BOXES, CABINETS, AND POLES. QUANTITIES DO NOT ACCOUNT FOR ELEVATION CHANGE OR SLACK.

PROJECT NOTES

1. PARCEL DATA, UTILITY INFORMATION, AND AERIAL IS APPROXIMATE AND SHOULD BE TREATED AS SUCH. CONTRACTOR TO LOCATE AND INSTALL IN RIGHT-OF-WAY.
2. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES UPON THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND CONSTRUCTIONS.
3. UNLESS AGREED TO IN WRITING IN ADVANCE BY THE CITY, THE DEPTH OF INSTALLED FACILITIES SHALL BE, AT A MINIMUM, AS FOLLOWS:
   A. FORTY-TWO (42) INCHES IN SOIL,
   B. FORTY-TWO (42) INCHES BELOW A PROJECTED SLOPE FROM THE FLOW LINE OF A DITCH AT A THREE (3) HORIZONTAL AND ONE (1) VERTICAL SLOPE,
   C. FORTY-EIGHT (48) INCHES UNDER A ROADWAY MEASURED FROM THE SURFACE OF SAID ROADWAY TO THE TOP OF THE INSTALLATION,
   D. FORTY-EIGHT (48) INCHES UNDER A STORM WATER OR CREEK CHANNEL DESIGN FLOW LINE, AND
   E. MAINTAIN A MINIMUM OF 24" OF VERTICAL & HORIZONTAL SPACING FROM EXISTING UTILITIES.
4. ALL POTHOLES IN SIDEWALK PANELS WILL REQUIRE FULL PANEL REPLACEMENT.
5. ANY CUT OR POTHOLE IN A CONCRETE STREETS PANEL WILL REQUIRE FULL PANEL REPLACEMENT.
6. ANY CUT OR POTHOLE IN A ASPHALT STREET LANE WILL REQUIRE SEAM TO SEAM ASPHALT MILLING AND REPLACEMENT.

PROJECT NO.	SHEET NO.
017-0078	G.1
Date: 02\09\2023	Drawn: TMR Checked: STS Approved: GTS

PROJECT: 40615
HIGHWAY 33 & BOSWELL AVE RELOCATION

olsson

Unite PRIVATE NETWORKS

ne1call.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

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GENERAL NOTES

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DATE: 02\09\2023
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MATCH LINE SHEET F.2

PROJECT NO.	SHEET NO.
017-0078	F.1
Date: 02\09\2023	Drawn: TMR Checked: STS
Horz. Scale 1 : 50	Approved: GTS

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MATCH LINE SHEET F.1

MATCH LINE SHEET F.3

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Horz. Scale 1 : 50	Approved: GTS

PROJECT: 40615
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Horz. Scale 1 : 50	Approved: GTS

PROJECT: 40615
HIGHWAY 33 & BOSWELL AVE RELOCATION

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FIBER DESIGN

CITY OF CRETE, NEBRASKA

ORDINANCE NO. 2164
(Annexation Area #6)

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA TO ANNEX CERTAIN LAND INTO THE CORPORATE LIMITS OF THE CITY OF CRETE, NEBRASKA; AND RELATED MATTERS.

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

Section 1. The Mayor and City Council of the City of Crete, Nebraska (the "City") hereby find and determine that the following described land comprised of the parcel described below, to wit:

> A tract of land composed of Lot 43 Irregular Tracts, part of Lot 44 Irregular Tracts, a Tract of land from Quitclaim Deed 2022-01588, a Tract of land owned by Doane College and the S 1/2 of vacated Whittier Avenue adjacent to Block 14 in "College Park Addition", located in the NE1/4 of Section 35, T8N, R4E, of the 6th P.M., Crete, Saline County, Nebraska, more particularly described as follows:
> Referring to the northwest corner of the NE 1/4; thence south on the west line of the NE 1/4, on an assumed bearing of S 00°04'00" E, for a distance of 825.79 feet to a point of intersection with the south line of Longfellow Avenue; thence S 84°50'41" E, on the south line of Longfellow Avenue, for a distance of 33.14 feet to a point on the east 33-foot line of Iris Street, said point being the point of beginning; thence continuing on the south line of Longfellow Avenue the following four courses:
> S 84°50'41" E for a distance of 97.52 feet; thence S 81°21'32" E for a distance of 18.85 feet; thence S 83°05'55" E for a distance of 129.84 feet; thence N 89°17'33" E for a distance of 67.99 feet, to a point on the east line of Jasmine Road extended south; thence N 00°16'25" W, on the east line of Jasmine Road extended south to the southwest corner of Lot 9, Block 14, College Park Addition; thence southeasterly along the south line of said Lot 9, to the southeast corner of said Lot 9; thence northerly, on the east line of Lots 9-16, Block 14, College Park Addition, to the northeast corner of said Lot 16; thence N 89°59'20" E, on the south line of vacated Whittier Avenue, for a distance of 142.00 feet, to a point on the west line of Bryant Street; thence on the south line of vacated Whittier Avenue, the following 3 courses:
> thence N 88°39'28" E for a distance of 67.96 feet; thence with a curve turning to the left, with an arc length of 277.78 feet, with a radius of 506.92 feet, with a chord bearing of N 74°05'04" E, with a chord distance of 274.32 feet: thence N 78°16'27" E for a distance of 69.37 feet, to a point on the south line of Taylor Street; thence N 89°48'06" E, on the south line of Taylor Street, for a distance of 171.07 feet; thence S 00°10'06" E for a distance of 536.20 feet; thence N 89°56'50' W for a distance of 232.44 feet, to a point of the west line of Locust Street in "Lothrop Heights Addition";

thence S 00°11'41" E, on the west line of Locust Street in "Lothrop Heights Addition", for a distance of 76.22 feet, to the northeast corner of Lot 13, Block 1, Lothrop Heights Addition; thence S 89°42'33" W, on the north line of Block 1, Lothrop Heights Addition, for a distance of 914.81 feet, to the northwest corner of Lot 1, Block 1, Lothrop Heights Addition, said point being on the east 33 feet line of Iris Street; thence N 00°04'00" W, on the east line of Iris Street, for a distance of 150.29 feet, to the point of beginning.

PID: 760090998

(the "Annexed Territory") which is contiguous or adjacent to the corporate limits of the City and is urban or suburban in character, should be annexed into the corporate limits of the City.

Section 2. The corporate limits of the City are hereby extended and increased to include and embrace within the corporate limits the Annexed Territory. From henceforth, the Annexed Territory is hereby annexed and declared to be part of the City, it being advisable and in the best interest of the City for such annexation to occur.

Section 3. The City Clerk is hereby directed to file certified copies of this Ordinance in the office of the Register of Deeds of Saline County, Nebraska and the office of the Assessor for Saline County, Nebraska.

Section 4. From and after this date, the annexation of the Annexed Territory shall be deemed complete and a part of the corporate limits of the City, and the owners and inhabitants thereof, if any, shall thereafter enjoy the privileges and benefits of such annexation and shall be subject to all the ordinances and regulations of the City.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 21st day of March, 2023.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Jerry Wilcox, City Clerk

4855-0123-5792, v. 1

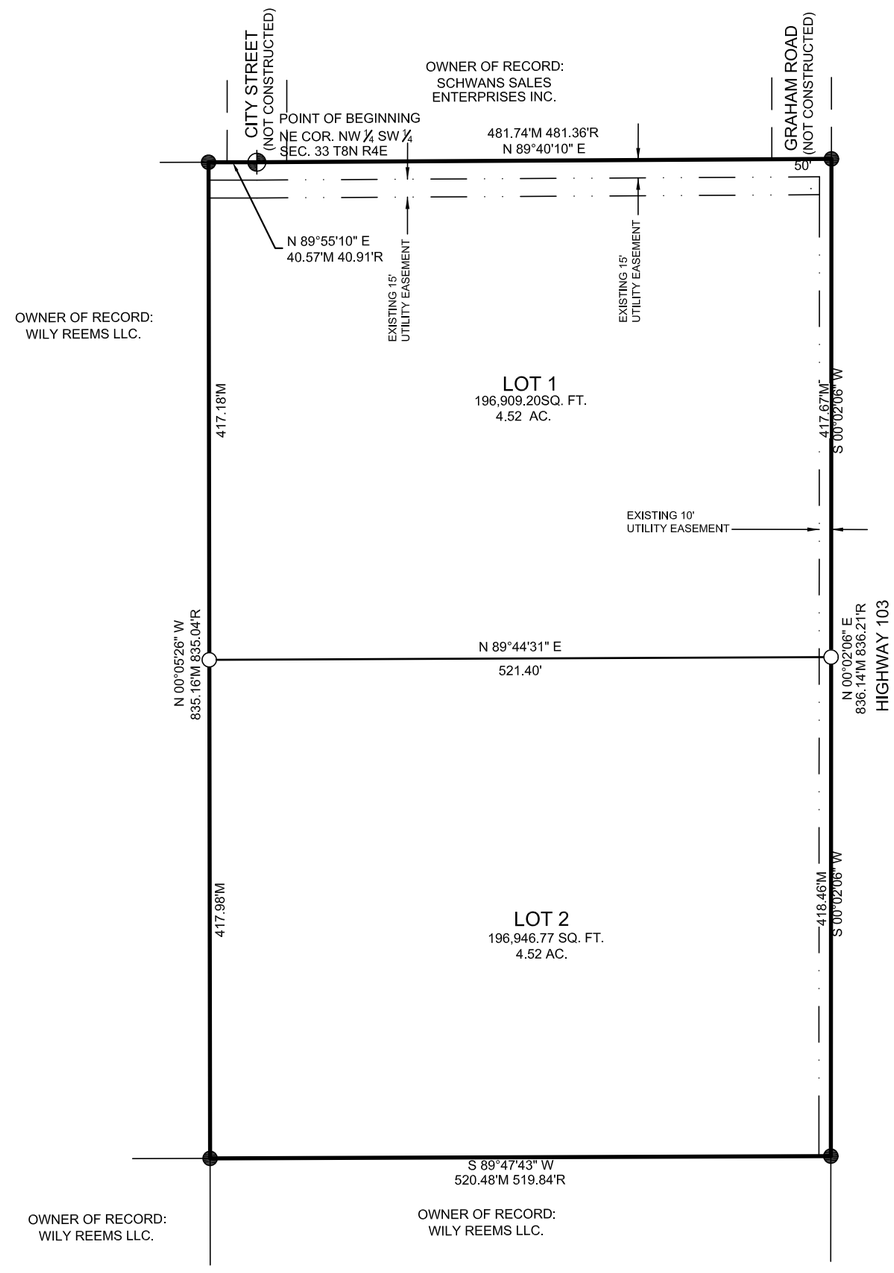
HD BIG BLUE ADDITION
ADMINISTRATIVE SUBDIVISION

BEING ALL OF LOT 1, BLOCK A, WILY REEMS DEVELOPMENT TRACT, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 33 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY NEBRASKA.

SECTION CORNER TIES

N.E COR.NW ¼ SW 1/4
SEC. 11 T8N R4E
FD. 1 ¼" PIPE

1.8'	NE TO S.E. CORNER POWER VAULT
18.4'	SSE TO NAIL IN 8" ELM TREE STUMP
3.6'	NW TO S.W. CORNER POWER VAULT
104.00'	W TO CORNER POST CHAIN LINK FENCE



LEGEND

M = Measured
P = Platted
R = Recorded
G = Orig. Gov't Distance
○ = Set 5/8" Rebar & Cap
● = Fd. 5/8" Rebar
△ = Temporary Point
⊕ = Section Corner

LEGAL DESCRIPTION

A LEGAL DESCRIPTION OF "HD BIG BLUE ADDITION" BEING ALL OF LOT 1, BLOCK A, WILY REEMS DEVELOPMENT TRACT, BEING A PART OF THE S.W. ¼ OF SECTION 33 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA.

COMMENCING AT THE N.E. CORNER OF THE NW ¼ OF THE SW ¼ OF SECTION 33 T8N R4E, AND THE POINT OF BEGINNING, THENCE NORTH 89°40'10" EAST, ON THE NORTH LINE OF LOT 1, BLOCK A, WILY REEMS DEVELOPMENT TRACT, A DISTANCE OF 481.74 FEET; THENCE SOUTH 00°02'06" WEST, ON THE WEST RIGHT OF WAY OF HIGHWAY # 103, A DISTANCE OF 836.14 FEET, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK A, WILY REEMS DEVELOPMENT TRACT; THENCE SOUTH 89°47'43" WEST, ON THE SOUTH LINE OF AID LOT 1, BLOCK A, A DISTANCE OF 520.48 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A, WILY REEMS DEVELOPMENT TRACT; THENCE NORTH 00°25'26" WEST, ON THE WEST LINE OF LOT 1, BLOCK A WILY REEMS DEVELOMPENT TRACT, A DISTANCE OF 835.16 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK A; THENCE NORTH 89°55'10" EAST, ON THE NORTH LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 40.57 FEET, TO THE POINT OF BEGINNNG, AND CONTAINING A CALCULATED AREA OF 435,660.05 SQUARE FEET OR 10.001 ACRES MORE OR LESS.

OWNER CERTIFICATION

WE, HD PROCESSING LLC., THE SOLE OWNER(S) OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY APPROVE FINAL PLAT OF "BIG BLUE RIVER ADMINISTRATIVE SUBDIVISION" , LOCATED IN THE S.W. ¼ OF SECTION 33 T8N R4E OF THE 6TH P.M., SALINE COUNTY,NEBRASKA. THIS SUBDIVISION IS ALSO SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, AS OF THE LAST DATE SHOWN HEREON.

SIGNED THIS_____DAY 0F_____, 20__.

_____ _____
HD PROCESSING LLC. TITLE

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
)ss
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____,20_____

BY _____.

HD PROCESSING, LLC. , A LIMITED LIABILITY COMPANY

_____ _____
NOTARY SEAL SIGNATURE OF NOTARY PUBLIC

SURVEYORS CERTIFICATE

I, DEREK A. BEENBLOSSOM, A REGISTERED LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME ON AUGUST 20, 2022, AND THAT ALL DIMENSIONS ARE IN FEET, AND DECIMALS OF A FOOT. ALL CURVILINEAR DISTANCES ARE SHOWN IN CHORD DISTANCE, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

SIGNED THIS 19TH DAY OF JANUARY, 2023.

DEREK A. BEENBLOSSOM RLS 570

NEBRASKA REGISTERED LS-570 LAND SURVEYOR DEREK A. BEENBLOSSOM

ALLEN SURVEYING SERVICES LLC
1128 MAIN AVE. 6412 KEARNEY AVE.
CRETE, NE 68333 LINCOLN, NE 68507
402-826-4620 402-466-4366

CITY OF CRETE CITY COUNCIL

THIS PLAT OF "HD BIG BLUE ADDITION" AS DESCRIBED IN THE THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 20_____.

_____ ATTEST:_____
MAYOR CITY CLERK

APPROVAL OF ZONING ADMINISTRATOR

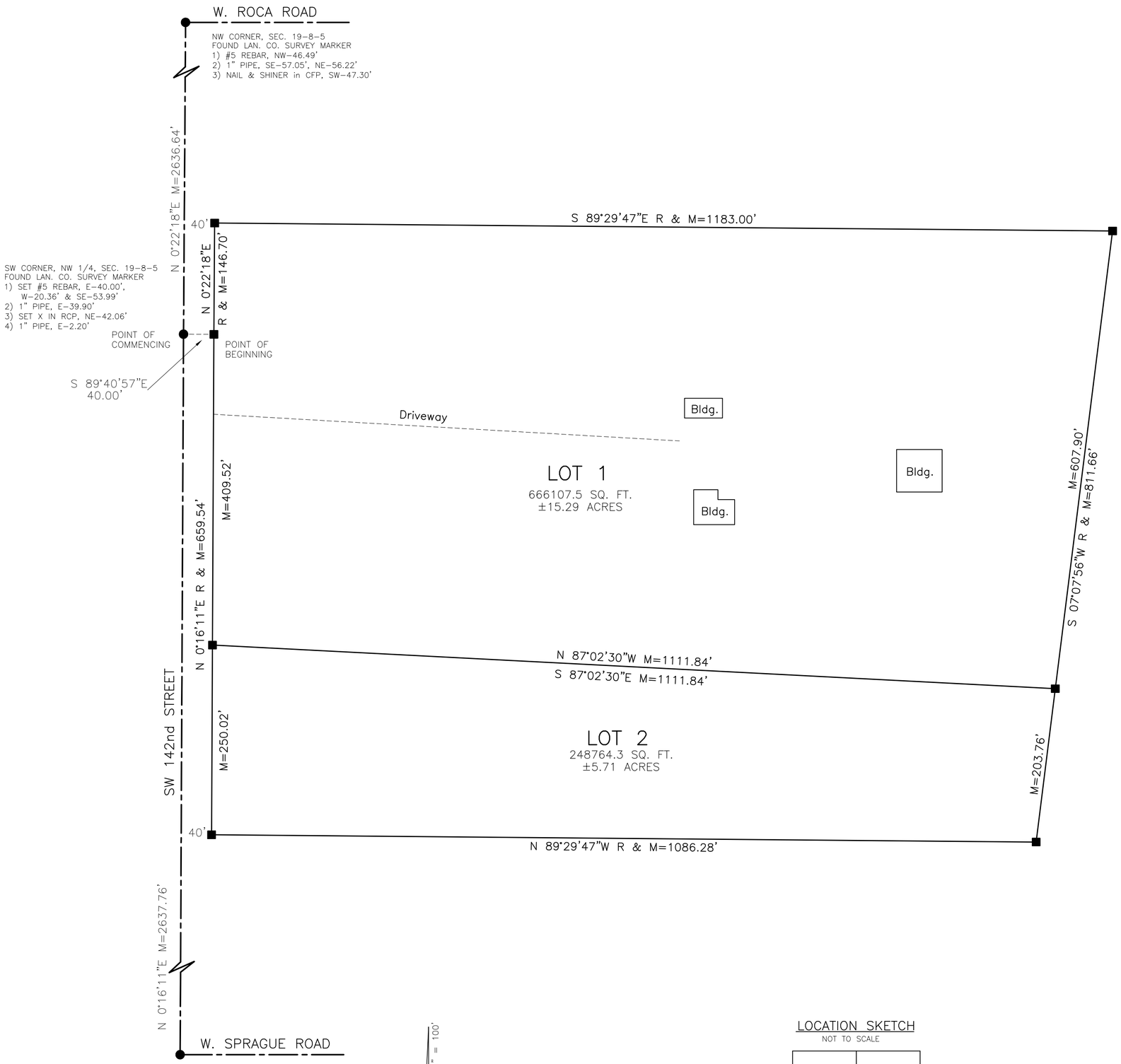
THIS PLAT OF "HD BIG BLUE ADDITION" AS DESCRIBED IN THE THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 20_____.

_____
ZONING ADMINISTRATOR

ALDEN CIHAL ADDITION

Administrative Subdivision

An Administrative Subdivision of Lot 20 Irregular Tract, located in the West Half of Section 19, Township 8 North, Range 5 East of the 6TH P.M, Lancaster County, Nebraska



LEGAL DESCRIPTION

LOT 20 IRREGULAR TRACT, LOCATED IN THE WEST HALF OF SECTION 19, TOWNSHIP 8 NORTH, RANGE 5 EAST OF THE 6th P.M., LANCASTER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE EASTERLY ON AN ASSIGNED BEARING OF S 89°40'57"E 40.00', TO THE POINT OF BEGINNING; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, N 0°22'18"E 146.70', TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 20, S 89°29'47"E 1182.99', TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 20, S 7°07'54"W 811.66', TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 20, N 89°29'47"W 1086.28', TO THE SOUTHWEST CORNER OF SAID LOT 20, SAID POINT BEING 40.00' EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTHERLY AND PARALLEL TO SAID WEST LINE, N 0°16'11"E 659.54', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 914,869.93 SQUARE FEET OR 21.00 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

OWNERSHIP CERTIFICATE

ALDEN L. CIHAL, SR Owner of the real estate shown and described herein, do hereby certify that I have laid out, platted and subdivided, and do hereby lay out plat and subdivide, said real estate in accordance with the plat.

_____
ALDEN L. CIHAL, SR

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
County of Lancaster)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by ALDEN L. CIHAL, SR.

_____
Notary Public

CITY OF CRETE CITY COUNCIL APPROVAL

This Administrative Subdivision has been submitted to and approved by the City Council of the City of Crete, Saline County, Nebraska.

Dated this _____ day of _____,2023.

_____
Chairperson

SURVEYOR'S CERTIFICATE

I, BILLY JOE KERR, NEBRASKA REGISTERED LAND SURVEYOR NO.483, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

IN TESTIMONY WHEREOF WITNESS MY HAND AND SEAL THIS 11th DAY OF JANUARY, 2023.

Billy Joe Kerr
BILLY JOE KERR, LS #483

NEBRASKA REGISTERED LS-483 LAND SURVEYOR BILLY JOE KERR

LEGEND

R = RECORD DISTANCE
M = MEASURED DISTANCE
● = FOUND MONUMENT AS NOTED
■ = SET MONUMENT (#5 REBAR & CAP)

LOCATION SKETCH

NOT TO SCALE

NW	NE
SW	SE

GRAPHIC SCALE

0 100 200 400

PROJ. #2211005

Assignment and Assumption Agreement

This **ASSIGNMENT and ASSUMPTION AGREEMENT** made this _____ day of _____ , 20_____ , by and between the **Crete Airport Authority** (hereinafter referred to as "Assignor") and **City of Crete, Nebraska** (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, the **City of Crete Airport Authority** is the owner and sponsor of the **Crete Municipal Airport**.

WHEREAS, the **Crete Airport Authority** was created under the **Cities Airport Authorities Act, Neb. Rev. Stat.§§ 3-501 to 3-514,** ("Act") as a local government entity of regional government. The [Authority] has all rights and powers granted by the Act to an airport authority to plan, promote, extend, maintain, purchase, construct, install, improve, repair, and enlarge the airport and airport facilities and to enter into all contracts and agreements necessary or incidental to the performance of its duties and execution of any other powers of the airport authority conferred by the Act.

WHEREAS, pursuant to the duly adopted legislation, the **City of Crete** (Assignee) has the legal authority to manage and operate **Crete Municipal Airport**, as depicted in the property maps attached hereto as **Exhibit 1,** as the official airport sponsor and successor to **Crete Airport Authority** (Assignor).

WHEREAS, pursuant to the duly adopted legislation, the **City of Crete** will assume the rights, interests, obligations, covenants, and interest in, to, and under all existing and future documents giving rise to obligations to the Federal Government, including the commitments undertaken concerning the outstanding grant assurances for the FAA Grant Agreements (listing attached as **Exhibit 2**), Passenger Facility Charge (PFC) Records of Decision (ROD)/Final Agency Decision (FAD) and amendments thereto (listing attached as **Exhibit 3**), and Federal Property Instruments of Conveyance (listing attached as **Exhibit 4**,); and

WHEREAS, concurrent to execution and exercise of this Assignment and Assumption Agreement, the parties understand the FAA by separate document is approving the [Authority] as an eligible airport sponsor for federal funds and other assistance.

AGREEMENT

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The above recitals are included in this Assignment and Assumption Agreement.

2. **Effective Date**: The effective date of this Assignment and Assumption Agreement is the date the FAA approves the transfer of Sponsorship and [issues an Airport Operating Certificate under 14 CFR Part 139].

3. **Assignment**. Assignor hereby grants, conveys, transfers and assigns to Assignee, all of Assignor's rights, title, interests and obligations in, to and under the FAA Grant Agreements (listed on **Exhibit 2)**, PFC ROD/FAD and amendments thereto under which the [Authority] is entitled to impose and use PFCs as authorized by the FAA (listed on **Exhibit 3**), and Federal Property Instruments of Conveyance by which federal property was previously transferred to the Assignor for use for airport purposes at the Airport (listed on **Exhibit 4**), attached hereto and made a part hereof. It is the intent of the parties that the right, title, interest and obligations of the Assignor prior to, on and after this date under all outstanding FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance between the FAA and the Assignor are being assigned to the [Authority] hereunder.

4. **Acceptance/Assumption**. Assignee hereby accepts the assignment granted in Section 3 above. Assignee further assumes, covenants, acknowledges and agrees to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of the FAA Grant Agreements (listed in **Exhibit 2**), the PFC ROD/FADs and amendments (listed in **Exhibit 3**) and the Federal Property Instruments of Conveyance (listed in **Exhibit 4**) on and after the date of this Assumption Agreement, the terms, covenants and conditions of which are hereby incorporated herein by reference. The [Authority] also assumes all obligations as required for the collection and use of PFCs. This specifically includes compliance with 14 CFR Part 158 Appendix A-Assurances (parts A and B), and Part 158, Subpart D-Reporting, Recordkeeping and Audit requirements.

5. **Transfer of Airport Revenue and Personal Property**: The Assignor will transfer to the **City of Crete** on the Effective Date the following: (a) all Airport Revenue, including Airport Enterprise Funds, on hand with the Assignor, as identified in **Exhibit 5** and (b) all equipment and personal property used in the operation of the Airport as identified in **Exhibit 6** as of the Effective Date.

6. **Representation.**
   Assignor represents and warrants that:
   (a) It has fully complied with the terms of the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance, that it is not in default under these terms, that is has not received notice of default from any other party to the FAA Grant Agreements, PFC ROD/FADs and amendments and Federal Property Instruments of Conveyance and that, to the best of the knowledge of Assignor, no other party to the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyances is in default under the terms of these obligations and agreements and decisions.

(b) The Assignor has the right to assign the FAA Grant Agreements, PFC ROD/FADs and amendments, and Federal Property Instruments of Conveyance subject to FAA approval.

7. **Notice**. Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return- receipt requested, postage prepaid, properly addressed as follows or such other address as specified by notice to the other party in accordance with the provisions of this section:

As to Assignor: Crete Airport Authority
PO Box 86
Crete NE 683363
With a copy to:

As to Assignee: City of Crete
243 East 13th Street
Crete NE 68333
With a copy to:

8. **Legally Binding**. All agreements, covenants, conditions and obligations contained in this Assignment and Assumption Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The FAA is intended to be a third-party beneficiary with respect to all provisions of this Assignment and Assumption Agreement.

9. **Complete Agreement**. This Assignment and Assumption Agreement constitutes the entire understanding and agreement of the Assignor and Assignee and supersedes all prior agreements and understandings between them, whether written or verbal, with respect to the subject matter hereof.

10. **Severability.** If the application of any provision of this Assignment and Assumption Agreement to any particular facts or circumstances will for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

IN WITNESS WHEREOF, Assignor and Assignee have caused the Assignment and Assumption Agreement to be executed by their duly authorized representatives the day and year first above written.

ATTEST:	ASSIGNOR: **Crete Airport Authority**
By: _____	By: _____
Name: _____	Name: Blaine Spanjer
Title: _____	Title: Chairperson
ATTEST:	ASSIGNEE: **City of Crete Nebraska**
By: _____	By: _____
Name: _____	Name: David A. Bauer
Title: _____	Title: Mayor

Assignment and Assumption Agreements

EXHIBIT 1 – Airport Property Map

EXHIBIT 2 – List of FAA Grant Agreements

EXHIBIT 3 – List of Passenger Facility Charge Records of Decisions/Final Agency Decisions and Amendments thereto **N/A**

EXHIBIT 4 – List of Federal Property Instruments of Conveyance

EXHIBIT 5 - List of Airport Revenue

EXHIBIT 6 – List of Personal Property and Equipment Used in the Operation of the Airport

Grant History Report

FAA - Office Of Airports **Report Date:** **02/02/2023**

Region: CE

ADO: ACE

Worksite: Crete, NE **Locid:** CEK **Worksite Name:** Crete Municipal **Current Service Level:** GA **Current Hub Type:** -

Grant Nbr	FY	Project Code	Descr	Entitlement	Discretionary	Sup Discretionary	COVID Relief	BIL	Total
001-1986	1986	ST RW IM	Extend Runway	$0.00	$192,628.00	$0.00	$0.00	$0.00	$192,628.00
		ST AP LI	Install Apron Lighting	$0.00	$9,000.00	$0.00	$0.00	$0.00	$9,000.00
		ST LA SZ	Acquire Land For Approaches	$0.00	$3,600.00	$0.00	$0.00	$0.00	$3,600.00
Grant Total				**$0.00**	**$205,228.00**	**$0.00**	**$0.00**	**$0.00**	**$205,228.00**
002-1990	1990	ST OT IM	Improve Airport Drainage	$4,050.00	$0.00	$0.00	$0.00	$0.00	$4,050.00
		ST LA DV	Acquire Land for Development	$16,025.00	$0.00	$0.00	$0.00	$0.00	$16,025.00
		ST RW CO	Construct Runway	$109,525.00	$0.00	$0.00	$0.00	$0.00	$109,525.00
Grant Total				**$129,600.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$129,600.00**
003-1996	1996	RE AP IM	Rehabilitate Apron	$272,728.00	$9,438.00	$0.00	$0.00	$0.00	$282,166.00
		ST TW IM	Extend Taxiway	$117,768.00	$6,124.00	$0.00	$0.00	$0.00	$123,892.00
		ST TW CO	Construct Taxiway	$228,649.00	$173,582.00	$0.00	$0.00	$0.00	$402,231.00
		PL PL MA	Conduct Airport Master Plan Study	$14,200.00	$0.00	$0.00	$0.00	$0.00	$14,200.00
		ST AP LI	Install Apron Lighting	$0.00	$6,426.00	$0.00	$0.00	$0.00	$6,426.00
Grant Total				**$633,345.00**	**$195,570.00**	**$0.00**	**$0.00**	**$0.00**	**$828,915.00**
004-2003	2003	PL PL MA	Update Airport Master Plan Study	$0.00	$22,659.00	$0.00	$0.00	$0.00	$22,659.00
Grant Total				**$0.00**	**$22,659.00**	**$0.00**	**$0.00**	**$0.00**	**$22,659.00**
005-2005	2005	ST BD SN	Construct Snow Removal Equipment Building	$0.00	$220,702.00	$0.00	$0.00	$0.00	$220,702.00
Grant Total				**$0.00**	**$220,702.00**	**$0.00**	**$0.00**	**$0.00**	**$220,702.00**
006-2006	2006	ST LA MS	Acquire Miscellaneous Land	$294,654.00	$28,792.00	$0.00	$0.00	$0.00	$323,446.00

Grant History Report

FAA - Office Of Airports **Report Date:** **02/02/2023**

Region: CE

ADO: ACE

Worksite: Crete, NE **Locid:** CEK **Worksite Name:** Crete Municipal **Current Service Level:** GA **Current Hub Type:** -

Grant Nbr	FY	Project Code	Descr	Entitlement	Discretionary	Sup Discretionary	COVID Relief	BIL	Total
Grant Total				**$294,654.00**	**$28,792.00**	**$0.00**	**$0.00**	**$0.00**	**$323,446.00**
007-2008	2008	ST TW CO	Construct Taxiway	$966,682.00	$0.00	$0.00	$0.00	$0.00	$966,682.00
		ST OT OB	Remove Obstructions	$17,967.00	$0.00	$0.00	$0.00	$0.00	$17,967.00
		RE RW IM	Rehabilitate Runway	$48,654.00	$0.00	$0.00	$0.00	$0.00	$48,654.00
		ST EQ SE	Install Perimeter Fencing	$117,200.00	$0.00	$0.00	$0.00	$0.00	$117,200.00
Grant Total				**$1,150,503.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,150,503.00**
008-2009	2009	RE RW LI	Rehabilitate Runway Lighting	$26,000.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
		ST RW VI	Install Runway Vertical/Visual Guidance System	$26,043.00	$0.00	$0.00	$0.00	$0.00	$26,043.00
		RE TW LI	Rehabilitate Taxiway Lighting	$36,100.00	$0.00	$0.00	$0.00	$0.00	$36,100.00
Grant Total				**$88,143.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$88,143.00**
009-2009	2009	ST RW VI	Install Runway Vertical/Visual Guidance System	$138,218.00	$0.00	$0.00	$0.00	$0.00	$138,218.00
		RE RW LI	Rehabilitate Runway Lighting	$105,457.00	$0.00	$0.00	$0.00	$0.00	$105,457.00
		RE TW LI	Rehabilitate Taxiway Lighting	$187,807.00	$0.00	$0.00	$0.00	$0.00	$187,807.00
Grant Total				**$431,482.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$431,482.00**
010-2013	2013	RE TW IM	Rehabilitate Taxiway	$138,805.00	$0.00	$0.00	$0.00	$0.00	$138,805.00
		RE RW IM	Rehabilitate Runway	$211,316.00	$0.00	$0.00	$0.00	$0.00	$211,316.00
		RE AP IM	Rehabilitate Apron	$75,613.00	$0.00	$0.00	$0.00	$0.00	$75,613.00
Grant Total				**$425,734.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$425,734.00**
011-2013	2013	ST EQ SN	Acquire Snow Removal Equipment	$165,189.00	$0.00	$0.00	$0.00	$0.00	$165,189.00

Grant History Report

FAA - Office Of Airports **Report Date:** **02/02/2023**

Region: CE

ADO: ACE

Worksite: Crete, NE **Locid:** CEK **Worksite Name:** Crete Municipal **Current Service Level:** GA **Current Hub Type:** -

Grant Nbr	FY	Project Code	Descr	Entitlement	Discretionary	Sup Discretionary	COVID Relief	BIL	Total
Grant Total				**$165,189.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$165,189.00**
012-2017	2017	ST BD MS	Construct Building	$818,589.00	$0.00	$0.00	$0.00	$0.00	$818,589.00
Grant Total				**$818,589.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$818,589.00**
013-2020	2020	CV CA RE	CARES Act Funds	$0.00	$0.00	$0.00	$30,000.00	$0.00	$30,000.00
Grant Total				**$0.00**	**$0.00**	**$0.00**	**$30,000.00**	**$0.00**	**$30,000.00**
014-2021	2021	OT RV FF	Construct or Improve Fuel Farm	$684,000.00	$0.00	$0.00	$76,000.00	$0.00	$760,000.00
Grant Total				**$684,000.00**	**$0.00**	**$0.00**	**$76,000.00**	**$0.00**	**$760,000.00**
015-2021	2021	CV CR GN	CRRSA Act Funds	$0.00	$0.00	$0.00	$13,000.00	$0.00	$13,000.00
Grant Total				**$0.00**	**$0.00**	**$0.00**	**$13,000.00**	**$0.00**	**$13,000.00**
016-2022	2022	CV RG GN	General ARPA	$0.00	$0.00	$0.00	$32,000.00	$0.00	$32,000.00
Grant Total				**$0.00**	**$0.00**	**$0.00**	**$32,000.00**	**$0.00**	**$32,000.00**
Worksite Total				**$4,821,239.00**	**$672,951.00**	**$0.00**	**$151,000.00**	**$0.00**	
Report Total				**$4,821,239.00**	**$672,951.00**	**$0.00**	**$151,000.00**	**$0.00**	**$5,645,190.00**

Selection Criteria: LOCID: CEK

Assignment and Assumption Agreements
Exhibit 5

List of Airport Revenue

Fuel system lease - $0.08 per gallon sold – approximately $4,000.00 annually

Hangar leases – T-Hangar and Commercial Hangars – approximately $120,000.00 annually

Farm leases – Cash leases to maintain property – approximately $18,000.00 annually

Assignment and Assumption Agreements
Exhibit 6

List of Personal Property and Equipment Used in the Operation of the Airport

Snow Plow
Tractor w/attachments
Pickup w/snowplow
Car
Mower
Shredder
Beacon
Wind Sock

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

PROGRAM

FOR FAA FISCAL YEARS 2022, 2023 & 2024

Crete Municipal Airport

Crete, Nebraska

DRAFT

January 3, 2023

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Crete Municipal Airport
Crete, Nebraska
January 2023

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The **City of Crete,** Crete, Nebraska, Sponsor of Crete Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (U.S. DOT), 49 CFR Part 26. The **City of Crete** has received Federal financial assistance from the U.S. Department of Transportation, and as a condition of receiving this assistance, the **City of Crete** has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the **City of Crete** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in U.S. DOT–assisted contracts. It is also the **City of Crete's** policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in U.S. DOT assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Tom Ourada, City Administrator, has been delegated as the DBE Liaison Officer. In that capacity, **Tom Ourada, City Administrator** is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the **City of Crete** in its financial assistance agreements with the Department of Transportation.

The **City of Crete** has disseminated this policy statement to the **City of Crete's governing officials** and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on **City of Crete** U.S. DOT-assisted contracts. The distribution was accomplished by **inclusion in bid specifications**.

Mayor: _____ Date: _____

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The **City of Crete** is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The **City of Crete** will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The **City of Crete** will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the **City of Crete** will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to NDOT

The **City of Crete** will provide data about its DBE Program to the Department as directed by U.S. DOT operating administrations.

DBE participation will be reported to Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) as follows:

> The **City of Crete** will transmit to **NDOT-A** annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. The **City of Crete** will similarly report the required information about participating DBE firms. All reporting will be done through the **NDOT-A** official reporting system, or another format acceptable to **NDOT-A** as instructed thereby.

Bidders List

The **Nebraska Department of Transportation – Division of Aeronautics (NDOT-A),** acting as agent for the **City of Crete**, will create a bidders list, consisting of information about all DBE and

non-DBE firms that bid or quote on U.S. DOT-assisted contracts. The purpose of this requirement may allow use of the bidder's list approach to calculate overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms.

We will collect this information by requesting that prime bidders report the names and addresses of all firms who quote to them on subcontracts. We will collect this information using forms included in **Attachment 3**.

Records retention and reporting:

The **City of Crete** will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the **City of Crete** will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the **City of Crete** financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

The **City of Crete** has signed the following assurances, applicable to all U.S. DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the **City of Crete** signs with a NDOT operating administration (or a primary recipient) will include the following assurance:

> The **City of Crete** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **City of Crete** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. The **City of Crete's** DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **City of Crete** of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: The **City of Crete** will ensure that the following clause is included in each U.S. DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of U.S. DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The **City of Crete** is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year. The **City of Crete** is not eligible to receive U.S. DOT financial assistance unless U.S. DOT has approved this DBE program and the **City of Crete** is in compliance with it and Part 26. The **City of Crete** will continue to carry out this program until all funds from U.S. DOT financial assistance have been expended. The **City of Crete** does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for U.S. DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the **City of Crete**:

Name:	Tom Ourada, City Administrator
Address:	243 East 13th Street
City:	Crete, Nebraska 68333
Telephone:	(402) 826-4312
Email:	tom.ourada@crete.ne.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the **City of Crete** complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the **Mayor of the City of Crete** concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. However, the **City of Crete** does not have a dedicated civil rights department. The **City of Crete** uses staff from NDOT-A and the **Nebraska Department of Transportation (NDOT)** Civil Rights Office for guidance on matters concerning the DBE program and to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by U.S. DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the **City of Crete's** progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. ~~Chairs the DBE Advisory Committee.~~
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. ~~Plans and participates in DBE training seminars.~~
13. ~~Acts as liaison to the Uniform Certification Process.~~
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. ~~Maintains the agency's updated directory on certified DBEs.~~

NOTES*

Item 9: Given the very small size of the Sponsor organization, there is no defined DBE Advisory Committee. The DBELO does, however, advise the entire organization on DBE matters and achievements, per Item 8.

Item 12: Given the very small size of the Sponsor organization, the organization does not have the resources to plan and participate in DBE training seminars. For this duty or responsibility, the organization relies on the resources of the NDOT and their Civil Rights Office to provide appropriate training opportunities.

Item 13: Per Section 26.31 below, the Sponsor is a non-certifying member of the Nebraska Unified Certification Program (UCP). As a non-certifying, or Signatory, member, the Sponsor agrees to

designate the NDOT Highway Civil Rights Office (HCRO) as the sole certifying agency of the NUCP.

Item 15: Per Sections 26.31, the **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. This is the directory used by the Sponsor.

Section 26.27 DBE Financial Institutions

It is the policy of the **City of Crete** to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on U.S. DOT-assisted contracts to make use of these institutions.

Utilizing a list of Nebraska banks provided by the Nebraska Department of Banking and Finance, we determined that there are four (4) banks in Crete as of June 21, 2021: City Bank & Trust Co., Great Western Bank, Pinnacle Bank, Union Bank and Trust Company. Following the process used by the Nebraska Department of Transportation, the **City of Crete** investigated the availability of socially and economically disadvantaged financial institutions in Nebraska, including the 4 institutions noted above, using the following reports\lists:

- Federal Deposit Insurance Corporation 2019 report to Congress "Preservation and Promotion of Minority Depository Institutions" (https://www.fdic.gov/regulations/resources/minority/congress/report-2019/2-summary-profile.pdf)
- Federal Deposit Insurance Corporation Minority Depository Institutions List (https://www.fdic.gov/regulations/resources/minority/mdi.html)
- Federal Deposit Insurance Corporation Minority Depository Institutions MDI and CDFI Ban Locator (https://fdic-gis.maps.arcgis.com/apps/webappviewer/index.html?id=76c05acdf50f4e3db35cd042103e998e)
- Office of the Comptroller of the Currency Minority and Women-Owned Depository List (https://www.occ.treas.gov/topics/consumers-and-communities/minority-outreach/locations-list-view-minority.html?category=ho&type=people)

From this review, only one depository institution in the state, The First National Bank of Gordon, is noted on the Office of the Comptroller of the Currency's Minority and Women-Owned Depository list, as a Women Owned business. No other lists included the First National Bank of Gordon, or any other socially or economically disadvantaged financial institutions. None of the 4 local institutions noted above were listed on any minority list.

According to Part 26.27, the **City of Crete** is required to "thoroughly investigate … financial institutions … in your community." Crete is a city with a population of less than 8,000. It is located in an area with no suburbs. The **City of Crete** constitutes the **City of Crete's** community. The **City of Crete** has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The **City of Crete's** community under 26.27 and the **City of Crete's** market area under 26.45 are not the same areas. Due to the area's low population density, contractors typically travel hundreds of miles to participate on U.S. DOT-assisted contracts. Therefore, the **City of Crete's** market area that was used to establish their overall DBE goal is discussed in **Attachment 5**. It would be impractical, infeasible and unreasonable for the **City of Crete** to use a financial institution outside of their community.

Section 26.29 Prompt Payment Mechanisms

The **City of Crete** requires that all subcontractors performing work on U.S. DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the **City of Crete** established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the **City of Crete**.

The **City of Crete** ensures prompt and full payment of retainage from the prime contractor to the subcontractor within no later than 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the **City of Crete** has selected the following method to comply with this requirement:

(1) We will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

To implement this measure, the **City of Crete** includes the following clause from FAA Advisory Circular 150/5370-10 in each U.S. DOT-assisted prime construction contract:

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

(b) In the event of noncompliance with this provision, the **City of Crete** may impose appropriate penalties in accordance with terms and conditions of this contract.

(c) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Section 26.31 Directory

The **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31. The directory is available from:

Minority Business Coordinator
Nebraska Department of Transportation
P.O. Box 94759
Lincoln, NE 68509
402-479-3728
https://dot.nebraska.gov/business-center/civil-rights/

The directory lists firms that have passed NDOT's certification process. The listing includes the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. NDOT updates the directory at least quarterly.

Section 26.33 Over-concentration

The **City of Crete** has not identified that over-concentration exists the types of work that DBEs perform and has not implemented a Business Development Program

Section 26.35 Business Development Programs

The **City of Crete** has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

The **City of Crete** implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the **City of Crete's** DBE program.

The **City of Crete** actively monitors participation by maintaining a running tally of actual DBE attainments (*e.g.,* payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The **City of Crete** undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070.
- Keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The **City of Crete** requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the **City of Crete's** financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the **City of Crete** or U.S. DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The **City of Crete** proactively reviews contract payments every quarter to subcontractors including DBEs. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the **City of Crete** by the prime contractor.

Prompt Payment Dispute Resolution

The **City of Crete** will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

> In the event of a dispute as to whether work has been satisfactorily completed or not, the DBELO shall schedule and attend a meeting between the **City of Crete, Engineering Consultant, the project prime contractor and the DBE subcontractor.** Attendees for the prime contractor and DBE subcontractor shall have an appropriate authority to enter into decisions obligating their respective company.

The **City of Crete** has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

> (1) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:
>
> > (a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time

frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

(b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.

(c) Subject to the approval of the Sponsor, the prime contractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes that may arise.

(d) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.

- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the **City of Crete** to resolve prompt payment disputes, affected subcontractor may contact the responsible NDOT-A contact.

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The **City of Crete** will provide appropriate means to enforce the requirements of §26.29. These means include:

In the event of non-compliance with the DBE regulation by a participant in our procurement activities, the **City of Crete** has available several remedies to enforce the DBE requirements contained in its contract, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statues that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due

under the provisions of Nebraska Statue 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

The **City of Crete** will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The **City of Crete** reviews contracting records and has engaged with a professional consultant to assist in actively monitoring work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.,* as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the professional consultant. Contracting records are maintained by the professional consultant and reviewed by Tom Ourada, City Administrator. The **City of Crete** will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering small business participation

The **City of Crete** has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as **Attachment 10** to this DBE Program. The program elements will be actively implemented to foster small business participation. **Implementation of the small business element is required in order for the City of Crete to be considered by U.S. DOT as implementing this DBE program in good faith.**

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The **City of Crete** does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The **City of Crete** will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding U.S. DOT -funded prime contracts the cumulative total value of which exceeds $250,000 in U.S. DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the **City of Crete** will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of NDOT.

NDOT:

https://dot.nebraska.gov/business-center/civil-rights/

FAA:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the **City of Crete** does not anticipate awarding prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the **City of Crete** will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Method: The following is a summary of the method we used to calculate this goal:
We consulted with NDOT-A to establish the geographical area from which we could reasonably expect ready, willing and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we search the US Census Bureau's data base to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the project. We review the NDOT data base to identify the number of certified DBE's in the geographical area with work codes similar to the NAICS codes.

Step 1: The first step is to determine a base figure for the relative availability of DBEs in the market area. The **City of Crete** will use a Bidders List, the goal of another NDOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45 as a method to determine the base figure. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See **Attachment 5**: "Step 1: Goal Setting Process for details". The **City of Crete** understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2: The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, and/or information about barriers to entry to past competitiveness of DBEs on contracts. The **City of Crete** will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

We have been unable to find evidence of past discrimination and have not identified any barriers in our local market area research. In addition, NDOT-A is not aware of past discrimination and has not identified any barriers in our local market area research to adjust their base figure for over utilization or under-utilization to warrant adjustments to their base figure. Therefore, we have not adjusted our base figure due to discrimination.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the **City of Crete's** market.

Process: Before establishing the overall goal each year, the **City of Crete** will consult with NDOT-A to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Crete's** efforts to establish a level playing field for the participation of DBEs. The **City of Crete** may also consult with United Minority Contractors Association of Nebraska and the Urban League of Nebraska to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Crete's** efforts to establish a level playing field for the participation of DBEs.

Following this consultation, NDOT-A, as agent for the **City of Crete**, will post the airport DBE program and is overall goal on the NDOT website and notify agencies and organizations, indicating that the **City of Crete** is interested in obtaining relevant information regarding goal setting and goal methodology. The link to the airport's program and its overall goal online and the list of agencies and organizations selected are available in **Attachment 5**, under Public Participation. Each notice will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal setting.

In establishing the overall goal, the **City of Crete** will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the **City of Crete** to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the **City of Crete** is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the **City of Crete** engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the **City of Crete** will publish a notice announcing the proposed overall goal before submission to the FAA. The notice will be published in the local newspaper, posted on NDOT's official internet web site and may be directly mailed to other local interested agencies. The list of potential agencies interested can be found in **Attachment 5**, under

"Public Participation". If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the **City of Crete**. The link to the proposed goal is found below:

https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/

This notice will provide that the **City of Crete** and U.S. DOT will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed.

The Overall Three-Year DBE Goal submission to U.S. DOT will include a summary of information and comments received, if any, during this public participation process and the **City of Crete's** responses.

The **City of Crete** will establish its overall goal based on one or more projects. Our overall goal will be submitted to FAA at least 30 days prior to the first solicitation for a U.S. DOT-assisted contract for a project that contains a goal, including professional services, construction, or other contracts. Unless we have received other instructions from U.S. DOT, we will establish a goal on a project basis and begin using our overall goal by the time of the first solicitation for a contract that contains a goal.

The **City of Crete** will begin using the overall goal on October 1 of the relevant period, unless other instructions from U.S. DOT have been received.

Project Goals

If permitted or required by the U.S. DOT Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a U.S. DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The **City of Crete** understands that prior U.S. DOT concurrence with the overall goal is not required. However, if the U.S. DOT review suggests that the overall goal has not been correctly calculated or that the method employed by the **City of Crete** for calculating goals is inadequate, U.S. DOT may, after consulting with the **City of Crete**, adjust the overall goal or require that the goal be adjusted by the **City of Crete**. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to meet overall goals

The **City of Crete** cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the **City of Crete** fails to administer its DBE program in good faith.

The **City of Crete** understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The **City of Crete** understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
(2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.
(3) The **City of Crete** will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49 How are overall goals established for transit vehicle manufacturers?

The **City of Crete** will require transit vehicle manufacturers (TVM), as a condition of being authorized to bid or propose on any FTA-assisted transit vehicle procurements, to certify that they have complied with the requirements of §26.49.

(1) The **City of Crete** affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to

FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

(2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

(3) The **City of Crete** is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

(4) **The City of Crete** will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The **City of Crete** will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

(1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).

(3) Providing technical assistance and other services.

(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

The **City of Crete** will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those U.S. DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a U.S. DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBE Liaison Officer is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The **City of Crete** will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for U.S. DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

(1) Award of the contract will be conditioned on meeting the requirements of this section.

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
(i) The names and addresses of DBE firms that will participate in the contract.
(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
(iii) The dollar amount of the participation of each DBE firm participating.
(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
(vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:

(4) Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the recipient.

Administrative reconsideration

Within three days of being informed by the **City of Crete** that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Cline Williams, LLP
233 S. 13th Street, Suite 1900
Lincoln, NE 68508

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the **City of Crete.** This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the **City of Crete** agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(6) The **City of Crete** determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the project and provides the **City of Crete** written notice of its withdrawal;
(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that the **City of Crete** has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

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

Each prime contract will include a provision stating:

> The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the **City of Crete** as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **City of Crete** will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the **City of Crete** requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary, at the request of the contractor. The **City of Crete** shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the **City of Crete** may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The **City of Crete** is a non-certifying member of the Nebraska Unified Certification Program (UCP). Nebraska UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Nebraska UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Nebraska Department of Transportation
Minority Business Coordinator
P.O. Box 94759
Lincoln, NE 68509-4759.

The Uniform Certification Application form and documentation requirements are found in **Attachment 8** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The **City of Crete** accepts the certification procedures adopted by the NUCP for DBE contractors. The NUCP uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in NDOT-assisted contracts. If a contractor is certified on NUCP's current list, that contractor will be acceptable to the **City of Crete**.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the City of Crete

The **City of Crete** understands that if it fails to comply with any requirement of this part, the **City of Crete** may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to U.S. DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with U.S. DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The **City of Crete**, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The **City of Crete** understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1	Regulations: 49 CFR Part 26 or website link
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Directory or link to DBE Directory
Attachment 5	Overall Goal Calculations
Attachment 6	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	DBE Certification Application Form
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

Attachment 1

Regulations: 49 CFR Part 26

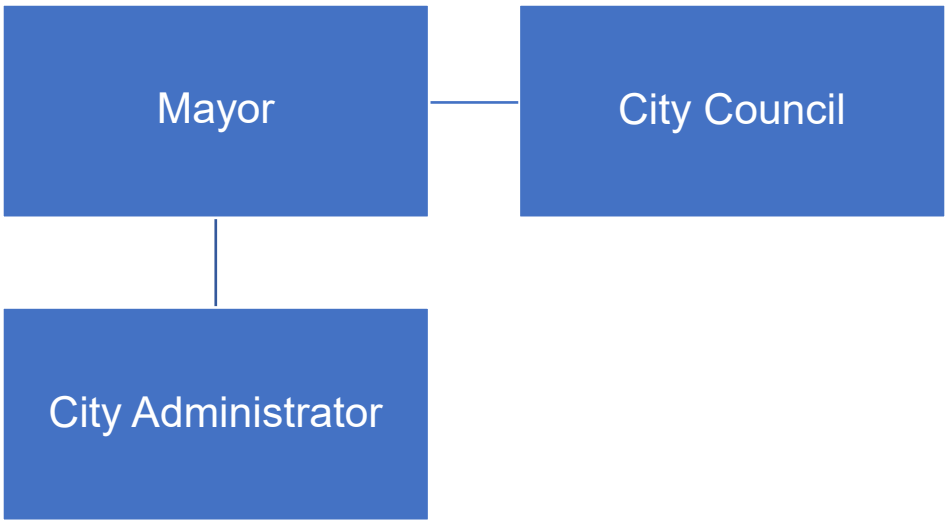
Regulations: 49 CFR Part 26,

The U.S. DOT published 49 CFR Part 26 is available at the following website:

https://www.govinfo.gov/content/pkg/CFR-2010-title49-vol1/pdf/CFR-2010-title49-vol1-part26.pdf

Attachment 2

Organizational Chart



Mr. Tom Ourada, City Administrator, is the designated Liaison Officer. Thus, Mr. Ourada, has frequent contact, and direct, independent access to with the Mayor and City Council.

Attachment 3

Bidder's List Collection Form

The following form is to be completed with the Bid Proposal.

AIP Project: _____

Airport: _____

Location: _____

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	ADDRESS (City, State)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED_____ **COMPANY**_____

BY_____ **DATE**_____
(Printed name)

Attachment 4

State of Nebraska DBE Directory.

State of Nebraska DBE Directory,
A directory of Nebraska DBE's is available at the following website:

https://dot.nebraska.gov/business-center/civil-rights/

Attachment 5

Overall DBE Three-Year Goal Methodology
For FY 2022, 2023, 2024

DBE Goal Summary

Airport: Crete Municipal Airport, Crete, Nebraska
Sponsor: City of Crete

Goal Period: Fiscal Years 2022, 2023, 2024; October 1, 2021, through September 30, 2024

Anticipated U.S. DOT-Assisted Contracts:

Contract	Contract Amount	Project Name	Type of Work
FY 2022:	$0	No Project	No Project
Subtotal FY 2022	**$0**		
FY 2023:	$0	No Project	No Project
Subtotal FY 2023	**$0**		
FY 2024:	$427,933	Construct & Light Partial Parallel Taxiway	Engineering Services
	$1,711,730	Construct & Light Partial Parallel Taxiway	Construction
Subtotal FY 2024	**$2,139,663**		
Total:	**$2,139,663**		

The Sponsor's overall 3-year DBE goal is: 1.89%

On U.S. DOT assisted contracts, the goal is to expend 1.89% of the Federal financial assistance on DBE's. It is anticipated that our overall DBE goal will be achieved through 0% race-neutral participation and 1.89% being achieved through race-conscious participation.

Total amount to be expended on DBE's: $40,440
The following is a summary of our DBE expenditures for each fiscal year by contract:

Fiscal Year	Contract Type	Contract Amount	DBE Amount	Total DBE Participation	Race Neutral	Race Conscious
2022	No Project	$0	$0	0%	0%	0%
2023	No Project	$0	$0	0%	0%	0%
2024	Consultant/Engineering Services – Construct & Light Partial Parallel Taxiway	$427,933	$0	0%	0%	0%
2024	Construction – Construct & Light Partial Parallel Taxiway	$1,711,730	$40,440	2.36%	0%	2.36%
	FY22, 23 & 24 TOTALS	**$2,139,663**	**$40,440**	**1.89%**	**0%**	**1.89%**

Step 1: Goal Setting Process (26.45 c)

The goal was calculated using the method described in our DBE program. We selected the following geographical areas (counties) that will be used to seek contractors for the projects during the various years. The specific geographical areas were selected based on information from Nebraska Department of Transportation - Division of Aeronautics. Specifically, we selected those contractors within the following Counties for the projects for the various years:

FY2022	FY2023	FY2024
No Project (No contractors needed)	No Project (No contractors needed)	Adams, Antelope, Boone, Buffalo, Burt, Butler, Cass, Cedar, Clay, Colfax, Cumming, Dakota, Dixon, Dodge, Douglas, Fillmore, Franklin, Gage, Garfield, Greeley, Hall, Hamilton, Harlan, Howard, Jefferson, Johnson, Kearney, Lancaster, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Pierce, Platte, Polk, Richardson, Saline, Sarpy, Saunders, Seward, Sherman, Stanton, Thayer, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York

In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE's that provide consulting/engineering services. Based on our past experience and information from the Nebraska Department of Transportation - Division of Aeronautics, we anticipate 4 to 6 consulting/engineering firms submitting statements of qualification for providing services at our airport. It should be noted that our engineering selection will be a qualification-based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

FY2022

We are anticipating no projects or federal grants during FY2022; therefore, our DBE participation is zero (0).

FY2022 No Projects
(0 DBE Firms/ 0 total firms) = 0% DBE Participation
0% x $0 Contract Amount = $0 DBE Participation

FY2022 Overall DBE Goal
$0 Total DBE Participation / $0 Total Contract Amount = 0% DBE Participation for FY2022

FY2023

We are anticipating no projects or federal grants during FY2023; therefore, our DBE participation is zero (0).

FY2023 No Projects
(0 DBE Firms/ 0 total firms) = 0% DBE Participation
0% x $0 Contract Amount = $0 DBE Participation

FY2023 Overall DBE Goal
$0 Total DBE Participation / $0 Total Contract Amount = 0% DBE Participation for FY2023

FY2024

We anticipate one contract for consulting/engineering services in the total amount of $427,933 for the partial parallel taxiway project and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

FY2024 Engineering Services Goal - Construct & Light Partial Parallel Taxiway
(0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services
0% x $427,933 Contract Amount = $0 DBE Participation for Consulting/Engineering Services

We anticipate a prime contract for the construction and lighting of the partial parallel taxiway itself. We identified 71 firms in our selected geographical area from the US Census Bureau that included NAICS codes 237310-Highway, Street, and Bridge Construction, and 237990-Other Heavy and Civil Engineer Construction. In addition, we identified 3 certified DBE in our selected geographical area with NDOT

categories D8B-Electrical (2) and D9-Mainline Paving (1). The DBE participation for this contract is calculated as follows:

FY2024 Construction Contract Goal - Construct & Light Partial Parallel Taxiway
(3 DBE Firms/ 71 total firms) = 4.23% DBE Participation for Construction Contract
4.23% x $1,711,730 Contract Amount = $72,406 DBE Participation for Construction Contract

Based on the above discussions, our overall FY2024 DBE goal is as follows:

FY2024 Overall DBE Goal
$72,406 Total DBE Participation / $2,139,663 Total Contract Amount = 3.38% DBE Participation for FY2024

The following is summary of our anticipated work with DBE participation by fiscal year:

Summary of FY2022, 2023 and 2024 DBE Participation

The following is a summary of our anticipated work with DBE participation by fiscal year:

Fiscal Year	Contract Type	Contract Amount	DBE Amount
2022	No Project	$0	$0
2023	No Project	$0	$0
2024	Consultant/Engineering Services – Construct & Light Partial Parallel Taxiway	$427,933	$0
2024	Construction – Construct & Light Partial Parallel Taxiway	$1,711,730	$72,406
	FY22, 23 & 24 TOTALS	**$2,139,633**	**$72,406**

The calculation for our 3-year base figure is as follows:

($72,406 Total DBE Contact Amount)/ ($2,139,663 Total Contract Amount) = 3.38%

Step 2: Adjustments to Base Figure (26.45(d))

Our historical data is summarized as follows:

			CONTRACT GOAL		CONTRACT ACHIEVE		GOAL		ACHIEVE
FY	AIP Project	Description of Work	Race Neutral	Race Consc.	Race Neutral	Race Consc.	Overall Goal	Overall Achieve	Over/Under Achievement
86	01	Runway Lighting	0%	0%	0%	0%	0%	0%	0%
90	02	RWY & TWY Grading	0%	10%	***	***	10%	***	***
96	03	Apron & TWY Paving	0%	10%	1.9%	10%	10%	11.9%	+1.9%
03	04	Airport Layout Plan Update	*	*	0%	0%	*	0%	0%
05	05	SRE Building	*	*	0%	0%	*	0%	0%
06	06	Land Acquisition	0%	0%	0%	0%	0%	0%	0%
08	07	Taxiway; Tree Removal	0%	6.6%	0.1%	6.6%	6.6%	6.7%	+0.1%
09	08/09	Electrical - MIRL, REIL, PAPI	0%	6.6%	0%	8.3%	6.6%	8.3%	+1.7%
13	10	Pavement Maintenance	0.6%	5.0%	0.0%	4.62%	5.6%	4.62%	-0.98%
13	11	Snow Removal Equipment	0%	0%	0%	0%	0%	0%	0%
17	12	Hangar	0%	2.98%	0%	1.81%	2.98%	1.81%	-1.17%
20	13	No Project (CARES) ▲	▲	▲	▲	▲	▲	▲	▲
21	14	Fuel System	0%	2.90%	0%	0.39%	2.90%	0.39%	-2.51%
21	15	No Project (CRSSA) ▲	▲	▲	▲	▲	▲	▲	▲
22	16	No Project (ARPA) ▲	▲	▲	▲	▲	▲	▲	▲

* Project costs < $250,000; therefore, no goal
** DBE not applicable
*** No data available
▲ COVID Relief Grant

Using the data from the above table for completed years, the Step 1 figure was adjusted. An average of the Step 1 figure (3.38%) and the median of past participation (0.39%) was calculated. This defined our Step 1 base figure, adjusted for past participation, as **1.89%.**

Taking 1.89% as the final goal value, adjusted for past participation, and applying it to the original dollar amount of the contracted work ($2,139,663), yields a final DBE participation goal of **$40,440**.

Step 3: Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)

Referring again to the table above, the median "Over/Under Achievement" is **0.00%.** This is the amount of participation we would expect in a race-neutral goal.

Ultimately, our Step 2 adjustments have left us with a **1.89%** adjusted goal, with a **0.0%** race-neutral component.

PUBLIC PARTICIPATION

Consultation:

In establishing the overall goal, the Sponsor and the Nebraska Department of Transportation – Division of Aeronautics (NDOT-A), as agent for the Sponsor, will provide consultation/outreach services and publication. The consultation/outreach services included posting the airport's DBE program and its overall goal on the NDOT website at:

https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/

Besides that, NDOT-A would notify the following agencies and organizations indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. These organizations include minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor efforts to establish a level playing field for the participation of DBEs.

South Omaha Business Association
Associated General Contractors of America, Nebraska Chapter
Nebraska Center for Rural Affairs
Nebraska Hispanic Chamber of Commerce
Greater Omaha Economic Development Partnership
Nebraska Business Development Center
Nebraska Concrete Paving Association
City of Omaha – Department of Human Rights and Relations
City of Lincoln – Commission on Human Rights
Urban League of Nebraska
Metro Omaha Women's Business Center
Omaha Opportunities Industrialization Center

These agencies and organizations were selected because of the likelihood that they could provide information concerning the availability of disadvantaged and non-disadvantaged businesses; the effects of discrimination on opportunities for DBEs; and efforts to establish a level playing field for the participation of DBEs. Each notification will contain an explicit invitation to meet with the NDOT-A face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal-setting.

If the proposed goal changes following review by FAA Civil Rights, the revised goal will be updated and a revised Public Notice will be issued.

Notwithstanding paragraph (f)(4) of §26.45, Sponsor's proposed goals will not be implemented until this requirement has been met.

PUBLIC NOTICE

Below is the public notice which the City of Crete will publish in the local newspapers and will be posted on the Nebraska Department of Transportation (NDOT) webpage:

Public Notice
DBE Program

The **City of Crete** hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **1.89%** for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2022 through 2024.

The DBE goal and methodology is available for inspection until 30 days following the date of the notice. These items may be seen at the City of Crete, City Hall, 243 East 13th Street, Crete, Nebraska 68333, during regular office hours.

A meeting could be arranged with the Nebraska Department of Transportation - Division of Aeronautics (NDOT-A) office for the purpose of obtaining information relevant to the goal-setting process through the phone number (402-471-2371). Comments will be accepted until 30 days following the date of the notice and can be sent to the followings:

City of Crete
City Hall
243 East 13th Street
Crete, Nebraska 68333

OR

Compliance Specialist
Disadvantaged Business Enterprise Program
FAA Office of Civil Rights
777 S. Aviation Blvd, Suite #150
El Segundo, CA 90245

Attachment 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

UTILIZATION STATEMENT
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box*)

- ❑ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- ❑ The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

_____
Bidder's/Offeror's Firm Name

_____ _____
Signature Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount		DBE Amount	Contract
DBE Prime Contractor	$ _____	x 1.00 =	$ _____	_____ %
DBE Subcontractor	$ _____	x 1.00 =	$ _____	_____ %
DBE Supplier	$ _____	x 0.60 =	$ _____	_____ %
DBE Manufacturer	$ _____	x 1.00 =	$ _____	_____ %
Total Amount DBE			$ _____	_____ %
DBE Goal			$ _____	_____ %

If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

END FORM 1

FORM 2: Disadvantaged Business Enterprise (DBE) Letter of Intent

LETTER OF INTENT
Disadvantaged Business Enterprise

Bidder/Offer

Name of Firm: _____

Firm Address: _____

Contact person: Name:_____ Phone: (____)_____

DBE Firm

Name of DBE Firm: _____

DBE Firm Address: _____

DBE contact person: Name:_____ Phone: (____)_____

DBE certification Agency:_____Expiration Date:_____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black ☐ Non-Minority Woman ☐ Other

Work items to be performed by DBE	Description	Quantity	Total

The bidder/offer is committed to utilizing the above-named firm for the work described above. The estimated participation is as follows:

DBE contract amount: $_____ Percent of total contract:_____%

AFFIRMATION

The above-named firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

BY: _____
(Signature) (Title)

In the event the bidder/offer does not receive the award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The City of Crete has the following remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
- 3-504 City Airport Authority
- 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statues that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statue 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CGR Part 31
- Prosecution pursuant to 18 USC 101.

Attachment 8

DBE Certification Application Form

State of Nebraska DBE Certification Application

The DBE Certification Application is available at the following website.

https://dot.nebraska.gov/media/5821/c-users-royleach-desktop-it-umbraco-docs-dbe-cert-application.pdf

Attachment 9

State's UCP Agreement

State of Nebraska DBE Unified Certification Program

The DBE Unified Certification Program is available at the following website:

https://dot.nebraska.gov/media/113234/nebraska_ucp.pdf

ATTACHMENT 10

Small Business Element

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The City of Crete is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. If necessary, the City of Crete will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the City of Crete will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A "set-aside" is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the City of Crete and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner's gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.
2. Unbundling: The City of Crete, where feasible, may "unbundle" projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of Crete will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be "unbundled" or bid separately. Similarly, the City of Crete will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

However, based on data from the Nebraska Department of Transportation (NDOT), current procedures utilized to structure contracting requirements not only facilitate competition by small business concerns, but have enabled small business concerns to be very successful in securing work both as prime contractors and subcontractors. Because of the high level of success small businesses have had in competing for and performing prime contracts, the sponsor does not feel it is necessary at this time to alter or restructure its contracting requirements in order to foster small business participation.

It has been determined that contractors (primes and sub) doing airport projects in Nebraska are included in NDOT contractor lists. The Nebraska Department of Transportation – Division of Aeronautics (NDOT-A) and airport sponsors will continue to monitor DBE and small business participation.

The City of Crete, NDOT and NDOT-A will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT-A. If an assessment shows that the level of participation by small businesses has decreased significantly, the City of Crete and NDOT-A will promptly take all reasonable steps to increase the level of participation.

NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average annual gross receipts exceed $22.41 million to better verify that only eligible firms are identified as small businesses.

The City of Crete will continue to actively conduct outreach with organizations in accordance with procedures of the DBE program.

B. Definitions

1. Small Business:
   A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

C. Implementation Schedule

The small business element was last reviewed on July 15, 2021 and will be reviewed concurrently to regular program updates.

D. Assurances

The City of Crete makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program, and;
5. Outreach to those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.