

**Legislative/Development Committee Meeting**  
**Tuesday, June 4, 2024 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Items of Business**

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

3.A. Consider amusement device registration and fees

3.B. Consider the Welcoming Certification Agreement between Welcoming America and the City of Crete.

**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](http://www.crete.ne.gov).



## WELCOMING CERTIFICATION AGREEMENT

between  
Welcoming America  
And  
City of Crete, Nebraska

This Agreement, effective as of June 4, 2024 (the “effective Date”), is by and between Welcoming America (“Welcoming America” or “WA”) established and registered in the state of Georgia, and City of Crete (“Client”), whose place of business is in Crete, Nebraska, United States.

### **1. OBLIGATIONS OF THE CLIENT**

1.1 The Client will perform all actions required to receive and maintain Certified Welcoming, as determined in good faith by WA. This includes compliance with the Welcoming Standard that WA has established and that it may modify from time to time, a current copy of which can be found at [www.certifiedwelcoming.org](http://www.certifiedwelcoming.org) and is included as part of this Agreement as an attachment.

1.2 The Client agrees that WA will have the right upon notice to audit Client for its compliance with Welcoming Standards, and in that process, WA may use contractors or other third parties.

1.3 The Client will not in any event make use of its Certification or lack thereof in such a manner as to bring Welcoming America into disrepute, and will not make any statement regarding its Certification or lack thereof, which is misleading or unauthorized, nor make any statement or other communication that is disparaging of WA or could place WA in a negative light.

1.4 The Client will only refer to or promote its Certification in accordance with the guidelines outlined in Welcoming Standards and the WA Operating Procedures, as provided by WA from time to time.

### **2. CERTIFICATION FEES AND PAYMENT**

2.1 The Client will pay the Certification Fees of \$0.00. As a member of the Welcoming Network, your Certified Welcoming fees are discounted from \$12,000 to \$9,000 and you will receive a one-time \$9,000 scholarship to cover the 2024 Certified Welcoming fees.



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### **3. OBLIGATIONS OF WELCOMING AMERICA**

3.1 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate designating that they have received and maintain Certification.

3.2 WA will license to Client the use of WA's Welcoming Certification mark and logo for use in compliance with this Agreement on a non-exclusive basis.

3.3 Without disclosing Client's "Confidential Information," Welcoming America will promote certified client communities on a regional, local, and international scale in its discretion.

### **4. CONFIDENTIAL INFORMATION AND OWNERSHIP OF MARKS**

4.1 Both Parties agree to maintain each other's non-public Confidential Information on a confidential basis, subject to disclosures required by law, regulation.

4.2 As between WA and Client, WA has and shall retain all right, title and interest, including any intellectual property rights, to any trademarks, trade names, logos, designs and other identifying or proprietary materials associated with WA or the Welcoming Certification.

### **5. DURATION AND TERMINATION OF CONTRACT**

5.1 This contract will be valid from the Effective Date and will continue in force for four years and will automatically renew for additional [one] year periods unless either party gives at least [60 (sixty)] days prior written notice of non-renewal).

5.2 Welcoming America may terminate this contract upon notice with immediate effect if:

(a) the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in a misleading or improper way;

(b) the Client fails to pay Certification Fees;

(c) the Client is decertified;

(d) a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of



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receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees; or

(e) if Client fails to comply with the then current Welcoming Standards or WA Operating Procedures.

## **6. SEVERABILITY; GOVERNING LAW**

6.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the Agreement will remain valid.

6.2 This Agreement shall be governed by the internal laws of the State of Georgia, without regard to conflict or choice of law principles. Exclusive jurisdiction and venue for any disputes or claims shall be within the state and federal courts of the State of Georgia.

Agreed and Signed on \_\_\_\_\_.

Agreed and Signed on June 4, 2024.

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Kisha Wesley  
Operations Director  
Welcoming America

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David A. Bauer  
Mayor  
Crete, Nebraska