

Legislative/Development Committee Meeting
Tuesday, November 19, 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 the General Administration Agreement between the City of Crete and Southeast Nebraska Development District for the Crete Downtown Revitalization 24DTR001
- 3.B. Consider the Construction Management Agreement between the City of Crete, Nebraska and Southeast Nebraska Development District for the Crete Downtown Revitalization 24DTR001
- 3.C. Consider the Crete Carrier Room Grant Application for Apace Choir on Wednesday, December 4th, 2024.
- 3.D. Consider the LB840 Application from Eric Thornburg/Edward Jones for 1344 Main Ave in the amount up to \$75,000.
- 3.E. Consider the LB840 Application from Air Methods in the amount not to exceed \$50,000.
- 3.F. Consider the request for increased DTR funds from Angelica Ortiz for 1239 Main Ave.

4. Officers' Reports

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

5. Adjournment

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.

**GENERAL ADMINISTRATION AGREEMENT
CRETE DOWNTOWN REVITALIZATION | 24DTR001**

THIS AGREEMENT made and entered into by and between the **City of Crete, Nebraska** (hereinafter referred to as the City) and **Southeast Nebraska Development District**, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City, 243 East 13th Street, Crete, NE 68333 and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24DTR001**, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment "A"**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The effective date of this contract shall be **December 6th, 2024**. The termination date of the contract shall coincide with the issuance of the **Certificate of Completion** by the Nebraska Department of Economic Development (NDED).

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$25,000.00** (Twenty-Five Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:

 - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

 - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
 - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and

thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

- i.** By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii.** If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii.** In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv.** The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA).

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subrecipients, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate

against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT "A"

SCOPE OF WORK and FEES for CRETE, NEBRASKA for GENERAL ADMINISTRATION consisting of 1 pages.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Crete)

By: _____

Printed Name: Dave Bauer

Title: Mayor

Address: 243 East 13th Street, Crete, NE 68333

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Exhibit A - SENDD Scope of Work and Fees

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

General Administration

1. Contract Documents

- 1.1. Ensure execution of the DED Contract Agreement (prepared by DED)
- 1.2. Preparation and execution of SENDD Professional Services Agreement
- 1.3. Preparation and execution of SENDD's Construction Management Contract
- 1.4. Ongoing maintenance of physical and digital files to ensure compliance
- 1.5. Amplifund Management
- 1.6. Preparation of contract extensions or budget amendment requests (if applicable)
- 1.7. Ensure execution of consultant Procurement & Contract (prepared by engineer)

2. Special Conditions/Environmental Review

- 2.1. Preparation, execution, and submission of Special Conditions documents including:
 - 2.1.1. Excessive Force
 - 2.1.2. Procurement Procedures & Code of Conduct
 - 2.1.3. Financial Management Certification
 - 2.1.4. Certifying Grant Administrator Letter
 - 2.1.5. Authorization to Request Grant Funds
 - 2.1.6. Limited English Proficiency (LEP)
 - 2.1.7. Fair Housing letter
- 2.2. Preparation, execution, and submission of Environmental Review including:
 - 2.2.1. Determination of Level of Review
 - 2.2.2. Statutory Checklists
 - 2.2.3. Other Requirements
 - 2.2.4. Agency contact letters
 - 2.2.5. Notice of Intent to Request Release of Funds (NOI-RROF)
 - 2.2.6. Communication with History Nebraska (State Historic Preservation Office)
 - 2.2.7. Tier II's (for Downtown Revitalization projects)
- 2.3. Ongoing maintenance of physical and digital files to ensure compliance
- 2.4. Amplifund Management

3. Financial Management

- 3.1. Preparation of expense ledger
- 3.2. Cost Documentation, including review of project and admin invoices
- 3.3. Preparation of drawdowns related to project and administrative services
- 3.4. Amplifund Management
- 3.5. Ensure reconciliation of deposits are completed including request of bank statements and canceled checks (to be done by the Grantee and related matters)
- 3.6. Amplifund Management

3.7. Ongoing maintenance of physical and digital files to ensure compliance

4. Local Advisory Committee

4.1 Attending any meetings related to the project; includes with municipality, engineer, contractors, and businesses

4.2 Amplifund Management

4.3 Ongoing maintenance of physical and digital files to ensure compliance

5. Periodic Reports & Monitoring

5.1. Preparation of project status reports

5.2. Preparation of Job Creation reports and ensuring maintenance of baseline employees, if applicable

5.3. Identification of project impact(s)

5.4. Other performance report requirements

5.5. Ongoing maintenance of physical and digital files to ensure compliance

5.6. Amplifund Management

6. Fair Housing & Civil Rights

6.1. Ensuring compliance of Civil Rights by reviewing language in contracts,

6.2. Ensuring completion of Fair housing activities,

6.3. Ongoing maintenance of physical and digital files to ensure compliance

6.4. Amplifund Management

7. Public Participation

7.1. Preparation of public hearing notices including second public hearing and any public hearings needed throughout the course of the project

7.2. Ongoing maintenance of physical and digital files to ensure compliance

7.3. Amplifund Management

8. Correspondence & Notes

8.1. Correspondence with award recipient, engineer, contractors, businesses or any individual/organization related to grant administration

8.2. Preparing summary of meetings

8.3. Ongoing maintenance of physical and digital files to ensure compliance

8.4. Amplifund Management

9. Audit & Close Out

9.1. Continue ensuring compliance with CDBG Regulations and Uniform Administrative Requirements;

9.2. Cost Principles;

9.3. Preparation of Notification of Annual Audits; and

9.4. Preparation of close-out documents, including -

9.4.1. Risk Analysis Checklist

9.4.2. Financial Financials

- 9.4.3. Final Project Status Report
- 9.4.4. Final Wage Compliance review
- 9.5. Final review of physical and digital files to prepare for monitoring
- 9.6. Amplifund Management

10. Other fees

- 10.1. Mileage and travel expenses related to attending project related meetings
- 10.2. Copies
- 10.3. Postage
- 10.4. Miscellaneous fees that relate to administrative services

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

**CONSTRUCTION MANAGEMENT AGREEMENT
CRETE DOWNTOWN REVITALIZATION | 24DTR001**

THIS AGREEMENT made and entered into by and between the **City of Crete, Nebraska** (hereinafter referred to as the City) and **Southeast Nebraska Development District**, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City, 243 East 13th Street, Crete, NE 68333 and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2024 CDBG grant agreement with the Department, under contract number **24DTR001**, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment "A"**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The effective date of this contract shall be **Date of Release of Funds**. The termination date of the contract shall coincide with the agreement performance end date between the City and NDED as either stated in the original "Subrecipient Agreement" or as later amended by an approved extension.

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$10,000.00** (Ten Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

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- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
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The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with

respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA).

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subrecipients, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they

are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising

out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT "A"

SCOPE OF WORK and FEES for CRETE, NEBRASKA for CONSTRUCTION MANAGEMENT consisting of 1 pages.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Crete)

By: _____

Printed Name: Dave Bauer

Title: Mayor

Address: 243 East 13th Street, Crete, NE 68333

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Attachment A - SENDD Scope of Work and Fees

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

Construction Management

1. Construction & Labor Standards

- 1.1. Ensuring Labor Standards Compliance including review of
 - 1.1.1. weekly payrolls,
 - 1.1.2. wage rates,
 - 1.1.3. requests for bidders,
 - 1.1.4. wage restitution, if necessary and
 - 1.1.5. employee interviews
- 1.2. Conducting employee interviews
- 1.3. Assistance in the Procurement Process (if applicable) related to the review of
 - 1.3.1. Bid Packages
 - 1.3.1.1. Ensuring labor standard language is included in bid package document
 - 1.3.2. Quotes from contractors and vendors
- 1.4. Recommendation of successful proposals or bids

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.



APPLICATION FOR THE
Crete Carrier Room Grant

SECTION ONE: APPLICANT INFORMATION

Name of Applicant/ Organization: Apace Choir
Contact: Dr. Jay Gilbert
Address: 1135 Longwood Drive Crete NE
Phone: 402-826-9187 E-mail: jay.gilbert@doane.edu
Description of Event: Christmas concert performed
by Apace Choir.

Date and Time of Event: Wednesday, December 4, 1:30 PM
City Sponsor/Advocate: Tom Ourada

SECTION TWO: COMMUNITY PURPOSE

Mission of the Event/Organization: The mission of the Apace Choir
is to provide Crete area citizens who have
special needs/disabilities to perform for the
community.

Community Served by the Organization: Apace is a Nebraska
organization that supports people with intellectual
and developmental disabilities, promoting
respect and inclusion in the communities
they serve.

Population Served by the Event: _____

SECTION THREE: FINANCIAL NEED

Please explain your need for assistance to rent the Crete Carrier Room: _____

SECTION FOUR: GENERAL TERMS AND CONDITIONS

If awarded, the requested funds will be paid to cover the fee and security deposit for use of the Crete Carrier Room. Any costs to clean or repair damage to the event space shall be billed to the grant recipient and must be paid upon receipt of an invoice from the City. The recipient must remain in good standing with the City of Crete to maintain eligibility for the grant.

By obtaining funds from the City of Crete, the recipient acknowledges acceptance of the terms and conditions of the award. The City of Crete may withdraw this grant if the event or the nature of the event changes and is determined to no longer fulfil the grant's purpose.

SECTION FIVE: APPLICANT CERTIFICATION

CERTIFICATION

I/WE CERTIFY THAT THE INFORMATION PROVIDED WITHIN THIS APPLICATION IS TRUE AND CORRECT AS OF THE DATE SHOWN BELOW. IN THE EVENT THAT CIRCUMSTANCES CHANGE BEFORE THE EVENT, I WILL, WITHIN TEN DAYS, NOTIFY THE CITY OF CRETE AND RE-SUBMIT MY APPLICATION.

Signature: _____ Date: _____

Signature: _____ Date: _____

SUPPORTING DOCUMENTATION

Please attach copies of the following documents with your application (check all that apply). Failure to attach proper documentation may result in a delay in processing your application for assistance.

- Event Program or Invitation
- Documentation supporting the Mission of the Organization or Event.
- Copy(ies) of driver's license or other legal photo identification for individuals responsible for the event.
- Proof of Insurance
- Crete Carrier Room Rental Agreement

Please mail or bring this signed application and required documents to:

City of Crete
243 E. 13th Street, PO Box 86
Crete, NE 68333

CRETE CARRIER COMMUNITY ROOM RENTAL
(150 Capacity)

REQUEST FORM

Date of Event: 12/4/2024 Times of Event: 11:30-2:30
Name: JAY W GILBERT Phone #: 402-826-9187
Address: 1135 LONGWOOD City State Zip: CRETE 68333
Type of Event: Apace Choir Concert
of Round Banquet Tables: 0-12 0 # of Rectangular Tables: 0-32 1
of Chairs: 0-150 100 - Will set up

Check if using Kitchen

Check if Audio/Visual Equipment Needed

Fees:

Weekends & Holidays \$150.00/day

Weekday \$25.00/hour
\$150.00/day

Audio/Visual \$50.00

Emergency Number: 402-381-8396

Deposit:

\$350.00 Cash deposit

\$50.00 Hold date fee only (non-refundable)
with remaining \$300 due before using facility

Checklist

- Signed Contract
- Certificate of Insurance
- Alcohol – requires additional contract 4 weeks in advance

All events must end by 10pm central time and the renters must clean the event space and leave by 11pm central time.

Jay Gilbert email
jay.gilbert@doane.edu

applying for Crete Carrier Room Grant

**CITY OF CRETE, NEBRASKA
EVENT CONTRACT – COMMUNITY ROOM**

This agreement is entered into between the City of Crete, Nebraska (“City”) and JAY GILBERT (“Lessee”) upon the date of signature by both parties.

AGREEMENT:

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

§1 Lessee shall be entitled to possess and use the Community Room and nearby restrooms (“Premises”) located at 1515 Forest Avenue solely for the following event:

Event Description: APACE CHOIR CONCERT

Event Date & Time: 12-4-24 11:30-2:30 pm

Lessee may reserve the use of the kitchen facilities within the Premises for an additional fee.

Lessee shall not have exclusive use of the City’s facilities and shall conduct its activities so as not to interfere with activities or business carried on by the City or any other person using the City’s facilities.

- §2 Lessee shall pay a rental fee of \$25.00 per hour for the use of the Premises and shall provide a \$350.00 cash or credit security deposit. The City may require all or part of any fees, charges, or deposits to be paid at the time a reservation is made. Sales tax shall be required on all fees and charges paid to the City unless Lessee is a tax exempt entity. Such taxes shall be in addition to all amounts set forth herein.
- §3 Lessee may use the audio visual equipment that already exists in the Premises. The City shall set up and, if needed, operate the equipment for an additional charge of \$50.00 per hour.
- §4 Lessee may use the furniture that already exists in the Premises. The City shall make the requested number of tables and chairs available, and Lessee shall be responsible for setting up and arranging such furniture within the Premises.
- §5 Lessee shall be responsible for inspecting any equipment or furniture before its use and accepts any equipment it uses on an as-is basis. Equipment shall be returned in the same condition, and Lessee shall be responsible for any damage or loss to the equipment or furniture beyond reasonable wear and tear.
- §6 Lessee or their agent shall be present at the Premises at all times throughout the event. Lessee shall provide adequate and appropriate supervision of and is solely responsible for all persons invited to, participating in, or associated with the event, and Lessee further understands and acknowledges that all city facilities are under video surveillance for the protection of city property.
- §7 Lessee shall be responsible for fully cleaning the Premises after the event is over, which includes, but is not limited to, picking up and properly disposing of all garbage, wiping down all tables and chairs, removing any decorations, and vacuuming and mopping the floors.
- §8 No smoking, tobacco products, paint, ink, explosive or flammable substances, or hazardous, toxic, or caustic chemicals are allowed in any of the City’s facilities.
- §9 Lessee shall not dispense or allow the use or consumption of any alcoholic beverage in violation of any federal, state, or local law, rule, regulation, or policy. Alcoholic beverages of any kind are prohibited unless an Alcohol Use Rider has been executed by both parties and attached to this contract.
- §10 All personal property, including equipment, furniture, and fixtures, placed, kept, or left in the Premises shall be so done at the sole risk of Lessee. The City shall not be liable for any damage or loss caused by theft, burglary, water, fire, or any other cause occurring on or about the Premises.

§11 All uses of city facilities and services shall comply with any space usage or rental policies adopted by the City, which shall be incorporated herein by reference, and all federal, state, and local laws, rules, and regulations. Lessee shall be responsible for enforcing all such policies, laws, rules, and regulations on its agents, employees, and attendees.

§12 Lessee shall provide adequate accident liability insurance for the event. An adequate insurance policy shall be, at a minimum, an occurrence general liability policy in the amount of \$1,000,000 that names the City as an additional insured. A Certificate of Insurance must be submitted to the City prior to the scheduled event date.

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

§14 In the event public use of the Premises is interrupted because of any act or regulation of a political entity, epidemics, natural disasters, or other cause beyond the control of either party, this contract may be suspended or terminated by either party without prior notice, and neither party shall be liable for such suspension or termination.

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

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

§17 This contract and any documents incorporated herein by reference or attached hereto constitute the entire agreement of the parties, and any representations or promises not contained within shall not be binding upon the parties.

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

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

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

ACCEPTANCE PROVISIONS.

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

CITY OF CRETE	LESSEE
By: 	By: 
(Signature of Authorized Official)	(Signature)
Lori Kubicek	JAY W GILBERT
(Typed or Printed Name/Title)	(Typed or Printed Name)
11-6-24	10/15/2024
(Date)	(Date)



ApacE Choir Christmas Concert

Wednesday, December 4, 2024 — Crete Public Library Community Room

Go Tell It on the Mountain

Our opening piece was the African American Christmas Carol “Go Tell It on the Mountain.” It became well known during the Civil War.

We invite you to join us in singing our next carol, which was a big hit in the 1740s. The words to “O Come All Ye Faithful” can be found on the program.

O Come All Ye Faithful — Audience

Our next song is a story of a reindeer who is very special and guides Santa’s sleigh. It was composed in 1939 by Johnny Marks and made famous by cowboy singer Gene Autry. We will now perform “Rudolph, the Red-Nosed Reindeer.”

Rudolph, the Red-Nosed Reindeer

“Are You Sleeping?” is a simple round from France. It’s the story of a monk named Brother John who oversleeps and misses the morning prayers, which are signaled by the church bells.

Are You Sleeping?

In 1865, William Dix wrote the words to a 16th century tune called “Greensleeves”. The result was this song we know as “What Child is This?”

What Child is This?

Three years after “What Child is This?”, “O Little Town of Bethlehem” was penned by pastor Phillips Brooks. Please join us in singing “O Little Town of Bethlehem.”

O Little Town of Bethlehem — Audience

This African-American spiritual was first published in 1927. It became popular in the 1950s and has been recorded by many singers and choirs. The Apace Choir will now perform "He's Got the Whole World in His Hands."

He's Got the Whole World in His Hands

In 1950 Bing Crosby joined Carol Richards in recording this song which became very popular. The Apace Choir sings "Silver Bells."

Silver Bells

Our next audience Carol is another classic from the Mid-1800s. Written by Pastor Edmund Sears and set to music by composer Richard Willis, let us sing "It Came Upon a Midnight Clear."

It Came Upon a Midnight Clear — Audience

Rock and roll was a very popular musical style that developed in the 1950s and 60s. Here is a holiday rock and roll classic, "Jingle Bell Rock."

Jingle Bell Rock

"Auld Lang Syne" is a song from Scotland that has been traditionally sung at the stroke of midnight on New Year's Eve. The great poet Robert Burns claims to have heard it from an old man. Join us in singing "Auld Land Syne."

Auld Lang Syne

(Jay will close the program)

Silent Night — Audience

We Wish You a Merry Christmas

Merry Christmas and Happy New Year!



Who We Are

*We support people with intellectual and developmental disabilities in **southeast Nebraska**.*

Mission

***Provide** desired **education** and **support** to individuals with disabilities, promote safety and respect, and advocate for dignity and inclusion within the community.*

How We Work

Individualized

Through smaller, more personal programs, we can tailor our services to each individual's needs.

Local

Our programs are designed specifically for people and communities in southeast Nebraska.

Proactive

Our organization has decades of experience meeting the highest level of state certification.

Outcome-Focused

We create optimistic, achievable benchmarks to set individuals up for personal success.

ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR FUNDS

Please Type or Print Clearly and Answer Each Question (If Question Does Not Apply – Mark N/A).

Please Note: The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

A. APPLICANT INFORMATION:

Name of Entity Applying for Assistance: Eric Thornburg (Edward Jones)

Business Address: 1344 Main Ave Crete NE 68333
(City) (State) (Zip Code)

Contact Person: Eric Thornburg Telephone Number: 402-304-6028

Fax Number: _____ Email Address: ethornb_21@hotmail.com

Federal Tax ID Number: _____

Type of Entity: Start-Up Buyout Existing

If Existing, Number of Years in Business in Crete: 7 1/2 yrs

Business Classification: (Please Choose One)

- | | | |
|---|---|---|
| <input type="checkbox"/> Retail | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government | <input checked="" type="checkbox"/> Other |

Business Type: (Please Choose One)

- | | | |
|---|--|---|
| <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other |

Does the Company have a Parent or Subsidiaries? Yes No

If Yes, Please List Name: _____

Address: _____
(City) (State) (Zip Code)



To LB840 Applicant:

CONGRATULATIONS on taking the first step to being awarded additional funds to help your business or event in Crete. The funds available for Economic Development, resulting from the citizen-approved sales tax increase that took effect April 1, 2011, are available first come to businesses, events and projects that meet the requirements of Crete's written Economic Development Plan, which can be found online at www.crete.ne.gov/vnews/display.v/ART/58fa7907ccebfb. A written copy is also available from the City of Crete Economic Development Director.

Please review the Economic Development Plan and confirm that your project or business is eligible. Applications may be recommended for funding in full or in part or may be denied based upon the review of the Board. Final decisions regarding funding will be made by the City Council but according to the terms of the Plan, in no event may the City Council fund any Application not previously reviewed and approved by the citizen Board.

In this packet you will find an Application for Funds, a US Citizenship Attestation Form and a Check List of required items. As you will see, the Application is detailed and requires significant information and additional verification documents. If you need assistance with the application please contact any Economic Development Advisory Board member. *If you have questions, please call the Economic Development Office, at 402-826-4312 or email the City Administrator, tom.ourada@crete.ne.gov*

Please note that the first portion of the application will be open to the public and may be provided to the City Council for final funding review. The balance of the application and all supporting documentation including personal financial information is confidential and will only be shared with members of the Economic Advisory Board for purposes of considering your application. All confidential records will be maintained in the office of the Economic Development Board and will be kept separately and not be available for review by the public. Any questions or concerns regarding this process shall be directed to the City Administrator.

All Applicants will be required to attend a public hearing for presentation regarding their request for funding. Public hearings will be held at least quarterly and may be held more frequently at the request of the Board. All Applications presented within the three months preceding a Public Hearing will be set for presentation and consideration at the same meeting. The Board may make a recommendation for funding at the public hearing, or may vote to table an application for further information, but in no event shall an application be tabled more than once so that all decisions will be made not more than three months after the initial public hearing regarding an application. There is no guarantee that a determination will be made less than three months after submission so all applicants are urged to make timely requests for funding if projects or events have set timelines.

Mail or deliver completed application with all supporting documentation and forms to:
Economic Development Program Director
City of Crete City Hall
243 E. 13th Street, P.O. Box 86
Crete, NE 68333

We look forward to working with you through the application process.
Equal Opportunity and Fair Housing Provider and Employer



Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
Eric Thornburg	Owner	100 %

Which type of assistance is the entity applying for?

- Grant
 Loan Guarantee If so, Lender? _____
 Other

Explain: _____

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development
 New Business Startup
 Building Renovation
 Public Works
 Professional/Employee Recruitment
 Promotion/Tourism
 Job Training
 Working Capital
 Low - Moderate Income Housing
 Workforce Housing
 Technology
 Plan Management
 Technical Assistance
 Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska? Yes No DK

Has the business applied for any incentives from the State of Nebraska? Yes No

If yes, please explain: _____

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 2

Number of Full-Time Equivalent Positions to Be Created: 0

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

- Yes No

If no, please explain: _____

Does the Company Employ Any Seasonal Employees? Yes No

If Yes, How Many: _____

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

Plan is to buy this building and relocate my Edward Jones office. Interior will be renovated from scratch also with a small office or two in the rear portion to rent out to another business

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$ 200,000	\$
Renovation/Rehabilitation	\$ 100,000 - 200,000	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employment Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 0.00	75,000
	Total LB840 Funds Requested:	\$ 0.00

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: Pinnacle Bank

Loan Amount: 200,000 ± Loan Term (Years): 15-20

Amount Injected Into the Project by Business/Partners/Owners:
200,000 purchase + 100,000 - 200,000 improvements

Other Funding Source(s) and Amount(s): personal 75,000

C. PROJECT LOCATION:

- | | | |
|--|---|--|
| Within the Crete City Limits? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Within the Crete Two-Mile Jurisdiction? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Land Owned by the City of Crete? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Not Located in Crete but for area benefit? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

If Not in City Jurisdiction, please explain local benefit:

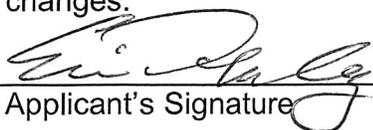
D. ATTACHMENTS: - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

Please Note: The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

E. APPLICANT SIGNATURE:

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.


Applicant's Signature

7-15-24
Date

Checklist for Local Economic Development Program Application

For a qualifying business to be considered for direct or indirect financial assistance under the Crete Local Economic Development Program an applicant must provide to the City Administrator or Program Administrator:

- A completed and signed application with all required support documents including, but not limited to:
 - A detailed description summary of the proposed project which clearly states what assistance the business is requesting from the program, including evidence that the project qualifies for assistance under the Local Option Municipal Economic Development Act and is consistent with the goals of the Crete Local Economic Development Program.
 - Use of Funds – Total project costs and financing requirement; include copies of any preliminary bids (if applicable/available).
 - A review of key management and employees and their experience as related to the proposed project.

- Start Up Business
 - Current Business Plan for the project and the company, including employment and financial projections;
 - Three (3) Years Financial Projections
 - Past three years personal tax returns

- Existing Business:
 - Most Current Business Plan
 - Three (3) Yearly Financial Statements: Profit & Loss Statements, Cash Flows and Income Statements covering the last three years of business operation, or if a new business, personal income statements.
 - List of Current Obligations (include company Names and Amounts)
 - Past three years personal tax returns

- Letter from Lending Institution(s) (if applicable): Evidence of private financing commitments for investors or lenders.

- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws) *(will personally own)*

- Resume(s) of all owners/co-owners/directors/partners/stockholders: Necessary entity or personal financial information about the Applicant(s), including name, address, past experience, work history, and related information.

- Other information or financial documentation as requested.

Questions: Contact City Administrator, Tom Ourada, at 402-826-4313 or email tom.ourada@crete.ne.gov. **Return** application and supporting documentation to City Administrator, at City Hall, 243 E. 13th Street, Crete, NE 68333

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:



I am a citizen of the United States.

— OR —



I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Eric Donald Thornburg

(first, middle, last)

SIGNATURE

DATE

1/19/2010

DOWNLOAD/SAVE

PRINT

LB 840 APPLICATION PROCESS

Next Step In Process

If application is denied, the applicant has the ability to appeal to the advisory board at a public meeting

