

**Public Works Committee Meeting**  
**Tuesday, October 7, 2025 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Items of Business**

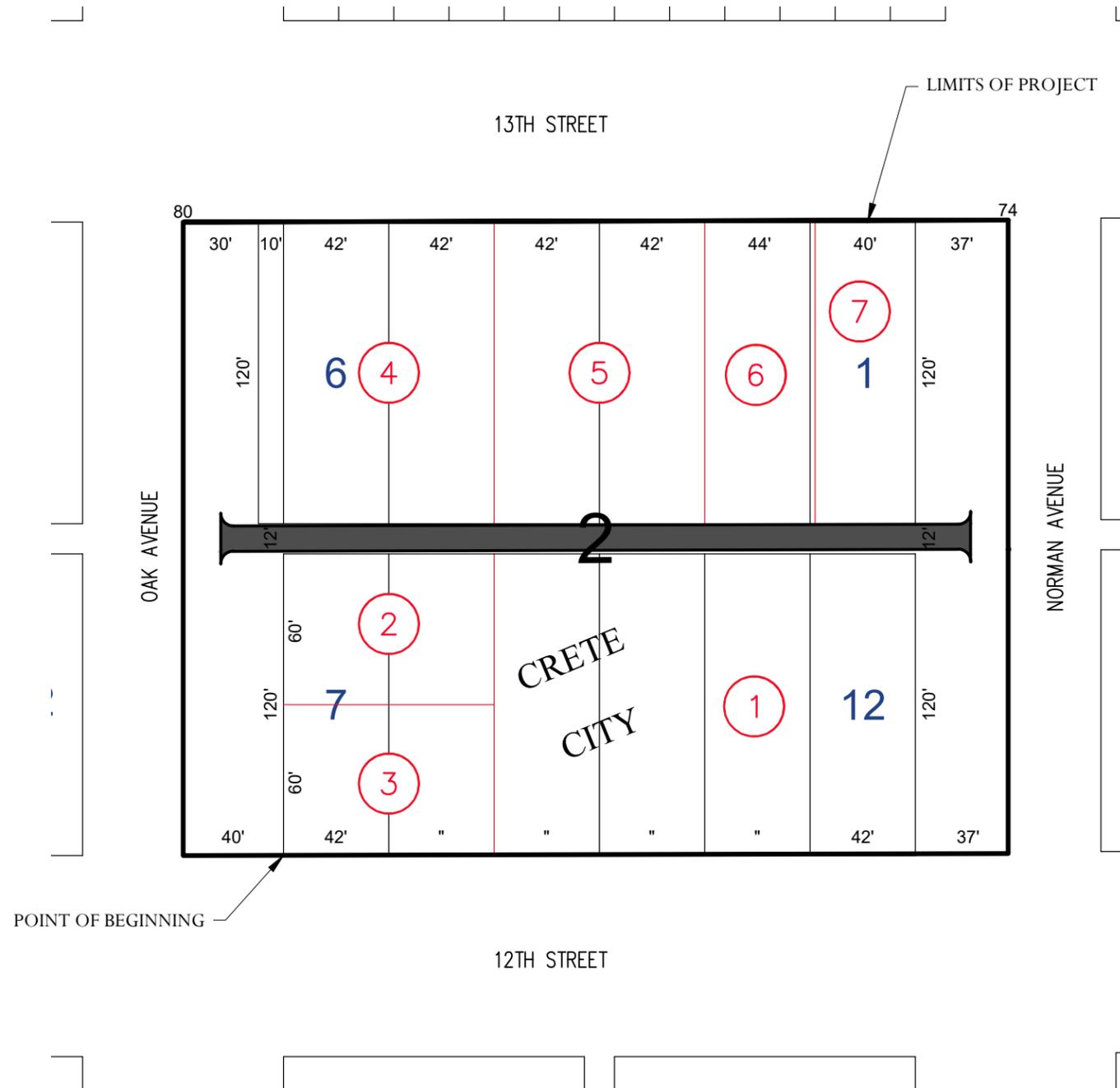
- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Consider Ordinance 2260 Creating Street Improvement Project Nos. 2024-1, 2024-2, 2024-3, and 2024-4
- 3.B. Set a Bid letting date for Crete Streets & Alley Improvements
- 3.C. Consider the Saline County Area Transit (SCAT) request for Crete's share of the local matching funds for fiscal year 2026.
- 3.D. Consider the LPA Program Agreement between the City of Crete and Nebraska Department of Transportation.
- 3.E. Consider Resolution 2025-24 Signing of Program Agreement-BL2515 City of Crete and the Nebraska Department of Transportation NDOT Project Number DPS-76(53)
- 3.F. Consider the Waste Connections draft agreement
- 3.G. Authorization of deviation from City spec from Timothy Ct and Iris Ave
- 3.H. Authorization of deviation from City spec for sidewalk placement at 15th Street and Kingwood Ave.
- 3.I. Consider the Bid Proposal for Weed Control and Snow Removal Services from Will Wenz with Lawn Kings

**4. Officers' Reports**

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

**5. Adjournment**

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

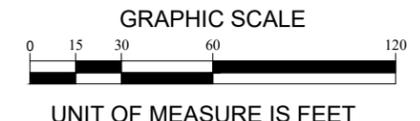


CITY OF CRETE, NEBRASKA  
ALLEY IMPROVEMENT DISTRICT

ALLEY BLOCK 2

**LEGAL DESCRIPTION:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 OF BLOCK 2 OF CRETE CITY IN THE CITY OF CRETE, SALINE COUNTY, NEBRASKA, THENCE EASTERLY ON SOUTH LINE OF LOTS 7 THROUGH 12 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 252 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EASTERLY A DISTANCE OF 37 FEET TO THE CENTERLINE OF NORMAN AVENUE; THENCE NORTHERLY ON SAID CENTERLINE, A DISTANCE OF 252 FEET, MORE OR LESS TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 2; THENCE WESTERLY ON SAID EASTERLY EXTENSION, A DISTANCE OF 37 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE WEST ON THE NORTH LINE OF LOTS 1 THROUGH 6 INCLUSIVE OF SAID BLOCK 2, A DISTANCE OF 262 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE WESTERLY ON THE WESTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 30 FEET TO THE CENTERLINE OF OAK STREET; THENCE SOUTHERLY ON SAID CENTERLINE A DISTANCE OF 252 FEET, MORE OR LESS TO THE WESTERLY EXTENSION OF SAID SOUTH LINE OF BLOCK 2; THENCE EASTERLY ON SAID WESTERLY EXTENSION, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING.



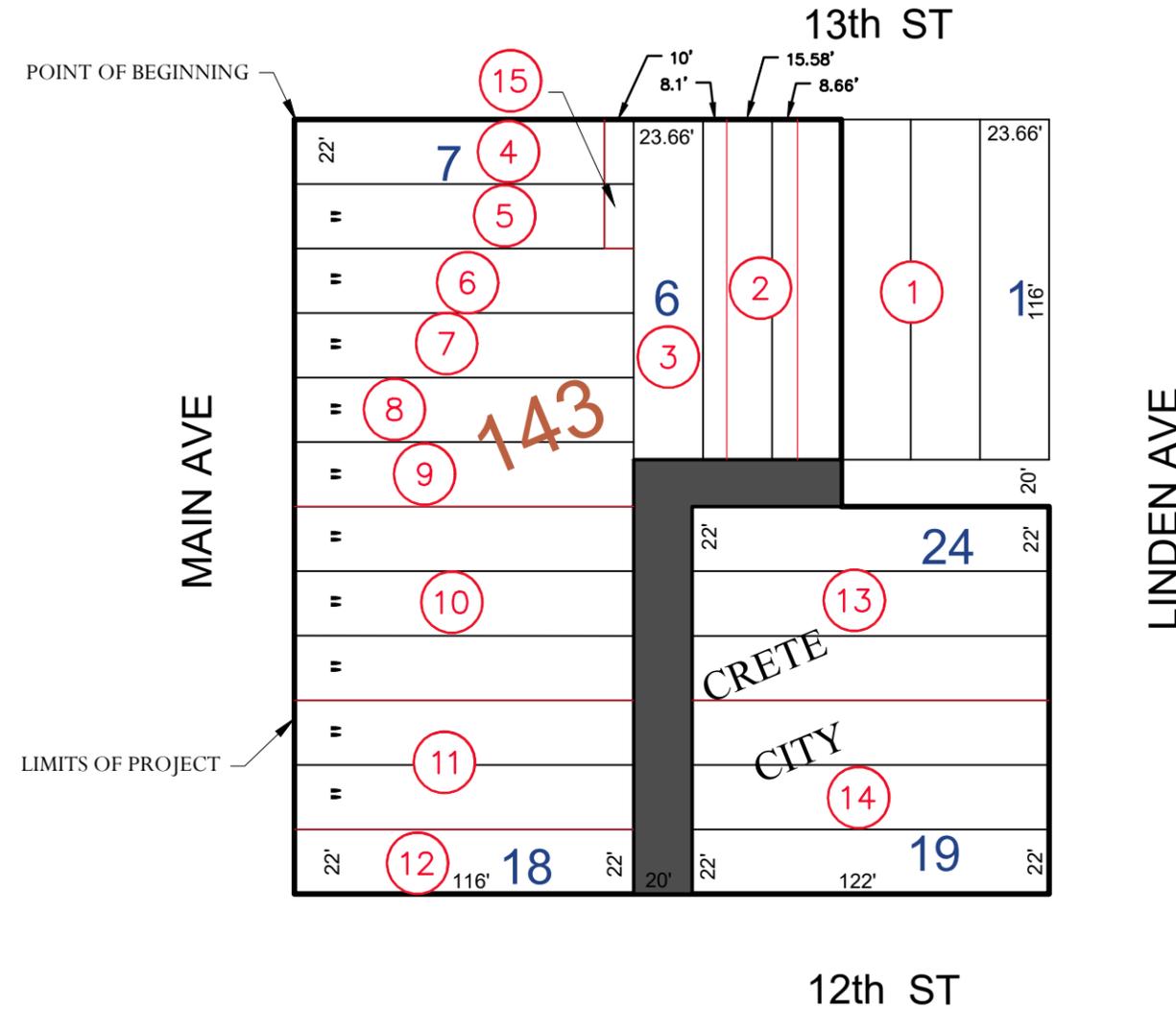
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DATE	12/19/2024
DRAWN BY	JDG
FILE NAME	240578 SID.dwg
FIELD BOOK	
FIELD CREW	
REVIEW BY	
REVIEW DATE	
SURVEY FILE NO.	



JED CONSULTING GROUP INC  
 Ph: 402.443.4661  
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 Wahoo, Nebraska 68066

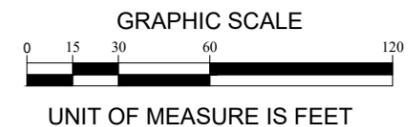
CITY OF CRETE, NEBRASKA  
 ALLEY IMPROVEMENT DISTRICT

ALLEY BLOCK 143



**LEGAL DESCRIPTION:**

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 143, CRETE CITY, CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE SOUTH ON THE WEST LINE OF LOTS 7 THROUGH 18, INCLUSIVE OF SAID BLOCK 143, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE EAST ON THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 116 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE EAST, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 19; THENCE EAST ON THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 122 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH ON THE EAST LINE OF LOTS 19 THROUGH 24, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE WEST LINE ON THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 71 FEET, MORE OR LESS TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4, OF SAID BLOCK 143; THENCE NORTH, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE WEST ON THE NORTH LINE OF LOTS 4 THROUGH 7, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 187 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



PROJECT NO. 240578  
 DATE 8/18/2025  
 DRAWN BY JDG  
 FILE NAME 240578 SID.dwg  
 FIELD BOOK  
 FIELD CREW  
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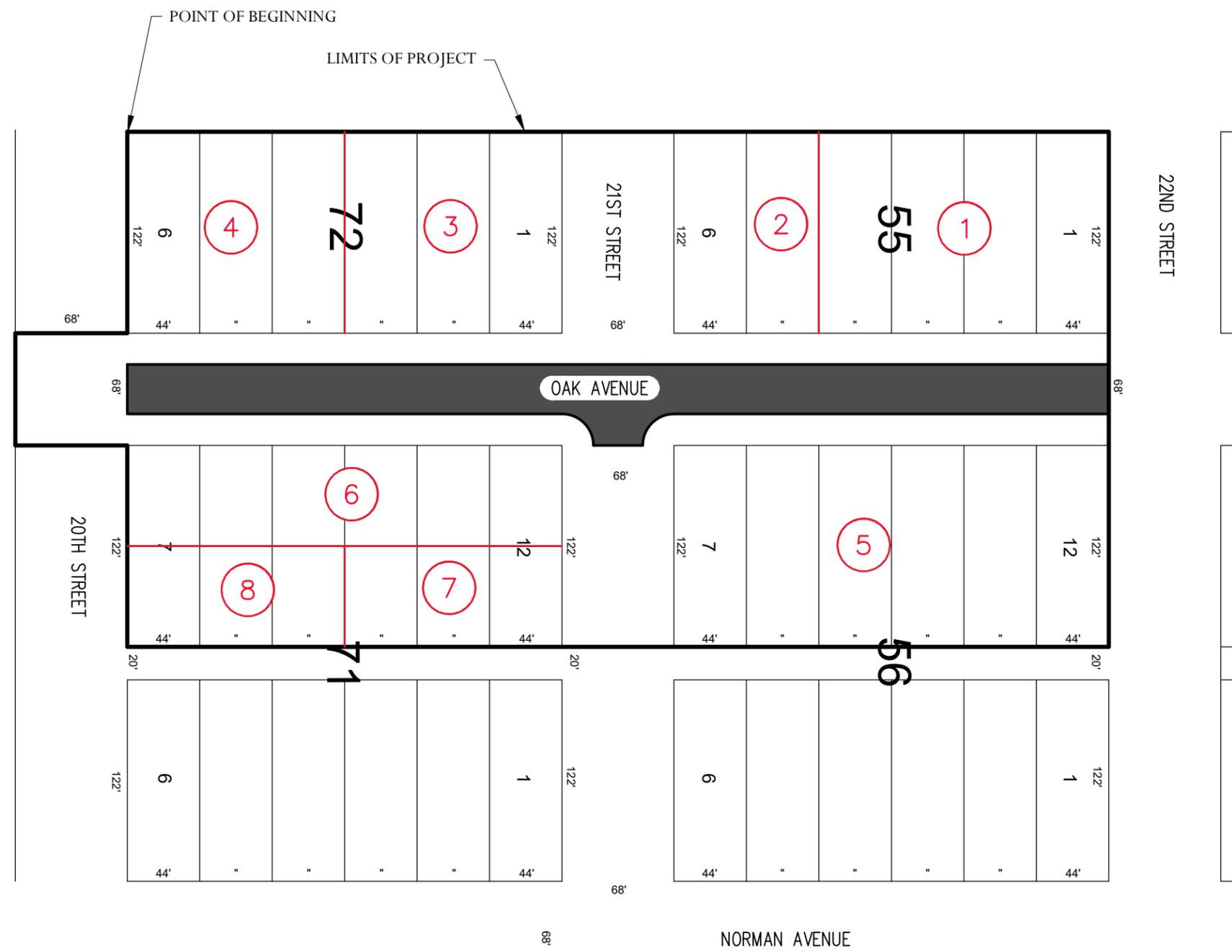
2024-4



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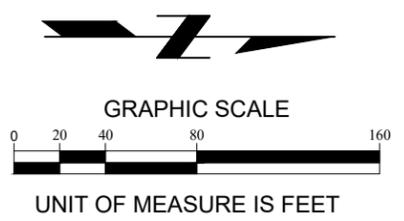
CITY OF CRETE, NEBRASKA  
 STREET IMPROVEMENT PROJECT

OAK AVENUE



**LEGAL DESCRIPTION:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 72, CRETE CITY IN THE CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE NORTH ON THE WEST LINE OF LOTS 1 THROUGH 6 INCLUSIVE, OF SAID BLOCK 72, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH, 68 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 55 OF SAID CRETE CITY; THENCE NORTH ON THE WEST LINE OF LOTS 1 THROUGH 6 INCLUSIVE, OF SAID BLOCK 55, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE EAST, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 12, BLOCK 56 OF SAID CRETE CITY; THENCE EAST ON THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 122 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH ON THE EAST LINE OF LOTS 7 THROUGH 12 INCLUSIVE, OF SAID BLOCK 56, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 71 OF SAID CRETE CITY; THENCE SOUTH ON THE EAST LINE OF LOTS 7 THROUGH 12 INCLUSIVE, OF SAID BLOCK 71, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST ON THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE SOUTH LINE OF 20TH STREET; THENCE WEST ON SAID SOUTH LINE, A DISTANCE OF 68 FEET; THENCE NORTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 72; THENCE WEST ON THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



PROJECT NO. 240578  
 DATE 8/19/2025  
 DRAWN BY JDG  
 FILE NAME 240578 SID.dwg  
 FIELD BOOK  
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 REVIEW BY  
 REVIEW DATE  
 SURVEY FILE NO.

2024-1

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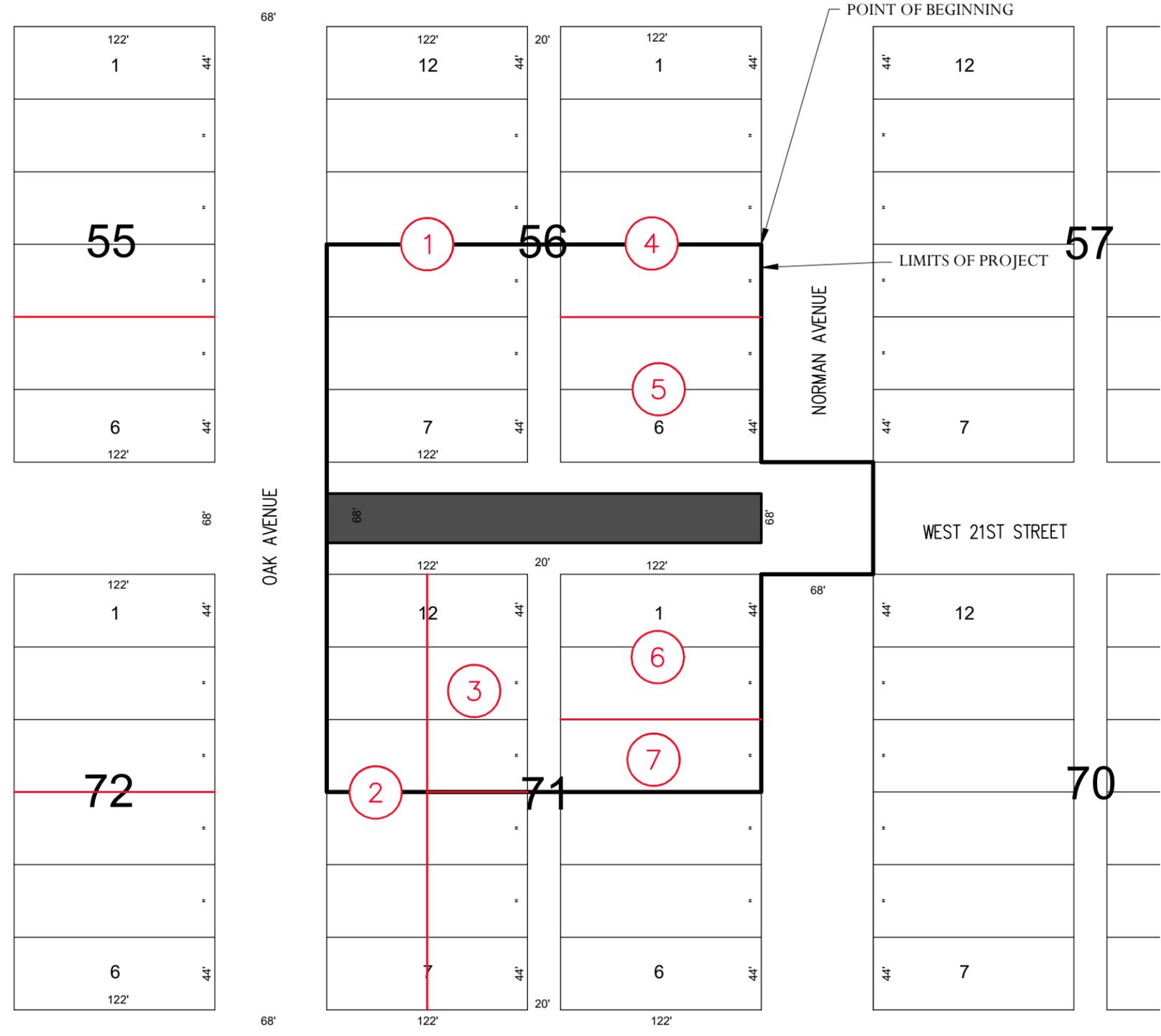
JED CONSULTING GROUP INC  
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 Wahoo, Nebraska 68066

CITY OF CRETE, NEBRASKA  
 STREET IMPROVEMENT PROJECT

21ST STREET

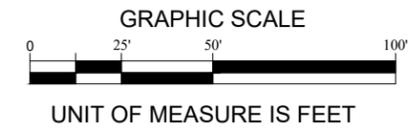
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 FIELD BOOK  
 FIELD CREW  
 REVIEW BY  
 REVIEW DATE  
 SURVEY FILE NO.

2024-2



**LEGAL DESCRIPTION:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 56, CRETE CITY IN THE CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE SOUTH ON THE EAST LINE OF LOTS 4 , 5 AND 6, OF SAID BLOCK 56, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE EAST, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 57, OF SAID CRETE CITY; THENCE SOUTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 12, BLOCK 70, OF SAID CRETE CITY; THENCE WEST, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1, BLOCK 71, OF SAID CRETE CITY; THENCE SOUTH ON THE EAST LINE OF LOTS 1, 2 AND 3, OF SAID BLOCK 71, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WEST ON THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WEST, 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 10, OF SAID BLOCK 71; THENCE WEST ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH ON THE WEST LINE OF LOTS 10, 11 AND 12 OF SAID BLOCK 71, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH, A DISTANCE OF 68 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 56; THENCE NORTH ON THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID BLOCK 56, A DISTANCE OF 132 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE EAST ON THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EAST, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4, OF SAID BLOCK 56; THENCE EAST ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



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ENGINEER'S FINAL OPINION OF PROBABLE COST						
Project Name:	2024 Street and Alley Improvements					
Project Location:	Crete, Nebraska					
JEO Project No.:	240578					
				Date Prepared:	August 3, 2025	
ESTIMATE OF QUANTITIES						
Item #	Description	Unit	Quantity	Unit Price	Total	
<b>GROUP A - STREET IMPROVEMENTS</b>						
1.	Mobilization	LS	1	\$40,000.00	\$40,000	
2.	Bonding and Insurance	LS	1	\$15,000.00	\$15,000	
3.	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000	
4.	Temporary Traffic Control Measures	LS	1	\$10,000.00	\$10,000	
5.	Remove Tree (6" - 12")	EA	11	\$1,000.00	\$11,000	
6.	Remove Tree (14" - 24")	EA	13	\$1,500.00	\$19,500	
7.	Remove Tree (30" - 36")	EA	4	\$2,000.00	\$8,000	
8.	Remove Tree (36" - 48")	EA	4	\$3,000.00	\$12,000	
9.	Remove Tree (54")	EA	1	\$5,000.00	\$5,000	
10.	Relocate Sign	EA	3	\$150.00	\$450	
11.	Relocate Mailbox	EA	4	\$250.00	\$1,000	
12.	Remove Pavement	SY	374	\$20.00	\$7,480	
13.	Remove Concrete Sidewalk	SF	420	\$4.00	\$1,680	
14.	Remove Landscape Brick	LF	22	\$15.00	\$330	
15.	Reconstruct Manhole	EA	3	\$5,000.00	\$15,000	
16.	Adjust Manhole to Grade w/ New Ring and Cover	EA	1	\$1,500.00	\$1,500	
17.	Connect to Existing Sanitary Sewer Main	EA	8	\$2,000.00	\$16,000	
18.	4" PVC SDR 40	LF	272	\$60.00	\$16,320	
19.	4" Service Saddle	EA	8	\$300.00	\$2,400	
20.	4" Cap, PVC	EA	8	\$300.00	\$2,400	
21.	4" 45° Bend, MJ	EA	8	\$300.00	\$2,400	
22.	7" Concrete Pavement	SY	3,645	\$75.00	\$273,375	
23.	6" Concrete Driveway	SY	239	\$80.00	\$19,120	
24.	Subgrade Preparation	SY	3,884	\$5.00	\$19,420	
25.	5" Concrete Sidewalk	SF	7,809	\$12.00	\$93,708	
26.	Detectable Warning Panels	SF	90	\$40.00	\$3,600	
27.	4" Aggregate Surfacing	TONS	4	\$50.00	\$200	
28.	Concrete Header	LF	32	\$30.00	\$960	
29.	Hydro-Seeding, Fertilizer and Mulch	ACRE	0.75	\$12,000.00	\$9,000	
30.	Erosion Control Mat	SY	14	\$10.00	\$140	
31.	Silt Fence, Low Porosity	LF	75	\$10.00	\$750	
32.	Stabilized Construction Entrance	EA	1	\$2,000.00	\$2,000	
33.	Curb Inlet Sediment Filter	EA	1	\$300.00	\$300	
34.	Trench Drain	EA	2	\$5,000.00	\$10,000	
35.	Excavation, Established Quantity	CY	734	\$25.00	\$18,350	
36.	Remove and Salvage Fire Hydrant Assembly	EA	2	\$500.00	\$1,000	
37.	Install Salvaged Fire Hydrant Assembly with New Lead	EA	2	\$1,500.00	\$3,000	
				Construction Subtotal	Group A	\$652,390
				Contingency	10%	\$65,240
				<b>Total Opinion of Construction Cost - Group A</b>		<b>\$717,630</b>

<b>GROUP B - WATER MAIN IMPROVEMENTS</b>						
1.	Remove Gate Valve and Box	EA	7	\$800.00	\$5,600	
2.	Remove 90° Bend	EA	1	\$1,000.00	\$1,000	
3.	6" Gate Valve and Box, MJ	EA	5	\$3,200.00	\$16,000	
4.	Connect to Existing Water Main	EA	3	\$1,000.00	\$3,000	
5.	6" x 6" x 6" Tee, MJ	EA	4	\$1,800.00	\$7,200	
6.	6" PVC Water Main, DR 18	LF	677	\$60.00	\$40,620	
7.	Abandon Existing Water Main	LS	1	\$5,000.00	\$5,000	
8.	6" Cap, MJ	EA	1	\$500.00	\$500	
9.	Curb Stop	EA	1	\$800.00	\$800	
10.	Reinstate Water Service- Connect to New Main	EA	5	\$1,000.00	\$5,000	
11.	Adjust Curb Stop to Grade	EA	5	\$300.00	\$1,500	
				Construction Subtotal	Group B	\$86,220
				Contingency	10%	\$8,630
				<b>Total Opinion of Construction Cost - Group B</b>		<b>\$94,850</b>
<b>GROUP C - ALLEY IMPROVEMENTS; BETWEEN 12TH ST. AND 13TH ST. OAK AVENUE TO NORMAN</b>						
1.	Mobilization	LS	1	\$10,000.00	\$10,000	
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000	
3.	Temporary Traffic Control Measures	LS	1	\$2,500.00	\$2,500	
4.	Remove Pavement	SY	660	\$25.00	\$16,500	
5.	Remove Concrete Sidewalk	SF	35	\$5.00	\$175	
6.	7" Concrete Pavement	SY	414	\$85.00	\$35,190	
7.	6" Concrete Pavement	SY	280	\$80.00	\$22,400	
8.	Subgrade Preparation	SY	694	\$5.00	\$3,470	
9.	5" Concrete Sidewalk	SF	58	\$12.00	\$696	
10.	Detectable Warning Panels	SF	10	\$40.00	\$400	
11.	4" Aggregate Surfacing	TONS	7	\$50.00	\$350	
12.	Non-Integral Curb and Gutter	LF	156	\$75.00	\$11,700	
13.	Seeding, Fertilizer and Mulch	SF	75	\$10.00	\$750	
14.	Excavation, Established Quantity	CY	5	\$100.00	\$500	
				Construction Subtotal	Group C	\$106,640
				Contingency	10%	\$10,670
				<b>Total Opinion of Construction Cost - Group C</b>		<b>\$117,310</b>
<b>GROUP D - ALLEY IMPROVEMENTS; NORTH OF EAST 12TH ST. AND WEST OF LINDEN AVE.</b>						
1.	Mobilization	LS	1	\$10,000.00	\$10,000	
2.	Bonding and Insurance	LS	1	\$2,000.00	\$2,000	
3.	Temporary Traffic Control Measures	LS	1	\$2,500.00	\$2,500	
4.	Remove Pavement	SY	368	\$25.00	\$9,200	
5.	7" Concrete Pavement	SY	357	\$85.00	\$30,345	
6.	Subgrade Preparation	SY	357	\$5.00	\$1,785	
7.	Non-Integral Curb and Gutter	LF	67	\$75.00	\$5,025	
8.	Remove and Replace Grate Inlet	EA	2	\$5,500.00	\$11,000	
				Construction Subtotal	Group D	\$71,860
				Contingency	10%	\$7,190
				<b>Total Opinion of Construction Cost - Group D</b>		<b>\$79,050</b>
				Construction Subtotal - All Groups	Base Bid	\$917,110
				Contingency	10%	\$91,730
				<b>Total Opinion of Construction Cost - All Groups</b>		<b>\$1,008,840</b>

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

**ORDINANCE NO. 2260**

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA CREATING STREET IMPROVEMENT PROJECT NOS. 2024-1, 2024-2, 2024-3, AND 2024-4 DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING, GUTTERING, AND OTHER NECESSARY AND INCIDENTAL WORK; PROVIDING FOR THE PAYMENT OF SUCH IMPROVEMENTS AND OTHER INCIDENTAL EXPENSES BY THE RECEIPT OF GRANT FUNDS, ISSUANCE OF WARRANTS, BOND ANTICIPATION NOTES AND BONDS; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY SPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS**

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

**Section 1.** The Mayor and Council of the City of Crete, Nebraska (the “City”) hereby find and determine as follows:

(a) Pursuant to Section 18-2001 to 18-2004, inclusive, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the City is authorized to grade, curb, gutter, and pave any unpaved street or alley that intersects a paved street for a distance of not to exceed one block on either side of such paved street.

(b) It is necessary, desirable, advisable, and in the best interest of the City to grade, curb, gutter, and pave the following:

(1) Oak Avenue for a distance of not to exceed two blocks South of its intersection with 22<sup>nd</sup> Street including the 21<sup>st</sup> Street intersection under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-1 of the City (the “**Project 2024-1**”);

(2) 21<sup>st</sup> Street for a distance of not to exceed one block West of its intersection with Norman Avenue under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-2 of the City (the “**Project 2024-2**”);

(3) The alley in Block 2, parallel to 13<sup>th</sup> Street between Oak Avenue and Norman Avenue for a distance of not to exceed one block under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-3 of the City (the “**Project 2024-3**”);

(4) The alley connected to Block 143, legally described as following: BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 143, CRETE CITY, CITY OF CRETE, SALINE COUNTY, NEBRASKA; THENCE SOUTH ON THE WEST LINE OF LOTS 7 THROUGH 18, INCLUSIVE OF SAID BLOCK 143, A DISTANCE OF 264 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE EAST ON THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 116 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE EAST, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 143; THENCE EAST ON THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 122 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH ON THE EAST LINE OF

LOTS 19 THROUGH 24, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 132 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE WEST LINE ON THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 71 FEET, MORE OR LESS TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4, OF SAID BLOCK 143; THENCE NORTH, A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 116 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE WEST ON THE NORTH LINE OF LOTS 4 THROUGH 7, INCLUSIVE, OF SAID BLOCK 143, A DISTANCE OF 187 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, under and pursuant to the Act, such work to be known as Street Improvement Project No. 2024-4 of the City (the “**Project 2024-4**”; and Project 2024-1, Project 2024-2, Project 2024-3 and Project 2024-4 shall be collectively known as the “**Projects**”);

**Section 2.** The Projects are hereby authorized to be constructed pursuant to the Act and shall include the grading, curbing, guttering, and paving portions of Oak Avenue, 21<sup>st</sup> Street, Alley connected to Block 2 and Alley connected to Block 143 as described in Section 1 above, including all incidental drainage improvements.

**Section 3.** The property to be included in the Projects consists of the area for each respective Project, which are subject to special assessment, are described as follows:

**Project 2022-3:** The outer boundaries of Project 2024-3 consist of a boundary line which surrounds and encompasses all of the following lots in the City of Crete, Saline County, Nebraska: Lots 1 through 12 in Block 2.

**Project 2022-4:** The outer boundaries of Project 2024-4 consist of a boundary line which surrounds and encompasses all of the following lots in the City of Crete, Saline County, Nebraska: Lots 4 through 24 in Block 143.

**Section 4.** The City’s special engineer, JEO Consulting Group, Lincoln, Nebraska (the “**Engineer**”), has been engaged to prepare detailed plans and specifications for the Projects. Prior to the letting of bids for the construction of the Projects, the Engineer shall submit the plans and specifications for and an estimate of the costs of the Projects to the Mayor and Council for approval.

**Section 5.** The City shall advertise for bids for the construction of the improvements to be made in the Projects in accordance with all applicable provisions of law. Upon acceptance of any bid therefor, the Mayor and City Administrator are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by the Mayor and attested by the Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

**Section 5.** The costs of the Projects shall be paid for through grant funding and at public cost, but special assessments on the properties especially benefited thereby shall be levied to reimburse the City to the extent provided by law.

**Section 6.** For the purpose of paying the costs of the Projects, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council shall issue bonds in the manner and form provided by law and

shall assess the costs of such improvements to the property in the Projects in proportion to the benefits derived from such improvements.

**Section 7.** If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

**Section 8.** All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance, are to the extent of such conflict or conflicts hereby repealed.

**Section 9.** This Ordinance shall be published in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication in pamphlet or electronic form as provided by law.

Dated as of this 7th day of October, 2025.

**CITY OF CRETE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

[ S E A L ]

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

5311 Funding Application  
for Public Transportation Operating Assistance  
Fiscal Year: 2025-2027  
Subgrantee: (C761) Saline County Area Transit



## Public Transit

### Federal Reimbursement Calculation - Operating Costs

1	Operating Costs (total from Worksheet 5)	\$390,069
2	Project Income (total from Worksheet 7)	\$72,600
3	Estimated Net Operating Deficit (Line 1 minus Line 2)	\$317,469
4	Federal Funds Requested (50% of Line 3)	\$158,735
5	Remaining Net Deficit (Line 3 minus Line 4)	\$158,734

### State Reimbursement Calculation - Operating Costs

6	State Funds Requested (50% of Line 5)	\$79,367
7	Local Matching Funds Required (Line 3 minus Line 4 minus Line 6)	\$79,367

### Federal Reimbursement Calculation - Non-Operating Costs

8	Non-Operating Costs (total from Worksheet 6)	\$610,769
9	Federal Funds Requested (80% of Line 8)	\$488,615

### State Reimbursement Calculation - Non-Operating Costs

10	State Funds Requested (10% of Line 8)	\$61,077
11	Local Matching Funds Required (Line 8 minus Line 9 minus Line 10)	\$61,077

### Funds By Source

12	Federal	\$647,350
13	State	\$140,444
14	Local Match	\$140,444

### Meal Delivery

Does the transit system provide meal deliveries?	no
--	----

### Local Matching Funds Source

Saline County

Authorized By: Scott Bartels

Authorized Date: 03/17/2025

### NDOT Application Approval

Project Number:		Grant Name:		Fiscal Year:		Approved Date:	
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Saline County Area Transit  
P.O. Box 412  
Western, NE 68464  
Phone/Fax: (402) 433-4511

July 31, 2025

Crete City Council and City Clerk,

Attached is a copy of the Budget Summary for fiscal years 2026 and 2027. Also attached is a funding chart that shows each town's share of the local matching funds for fiscal year 2026. Note that although the Summary reflects a two-year budget as is now required by Nebraska Department of Transportation (NDOT), the funding chart is only allocating local match for 2026. The Crete county wide share is \$11,650 and the city service share is \$23,197 for a total of \$34,847. Please use the funding chart as the invoice for your town.

NDOT has not approved the 2027 fiscal year budget, as they are waiting to see what level of federal funding is allocated for the 5311 rural transportation program.

SCAT provided 12,000 trips last year and logged over 100,000 miles. This has placed much stress on an aging fleet and the two new vehicles that were anticipated for delivery over three years ago still have not arrived. The last new vehicle received was in 2018. A new engine was installed in that vehicle in March. The 12-passenger 2010 Chevy Express was removed from service after being deemed a total loss when it was rear ended in February.

Any new ideas for fund raising opportunities are welcome and should be forwarded to SCAT board members or myself at the Western office.

SCAT strongly encourages communities to make known any transportation needs that are going unmet. We are interested in seeking out opportunities to meet your needs. SCAT is pleased to announce weekly service to the DeWitt Senior Center on Wednesdays.

Please contact me if the Council would like me to present in person so we may set a convenient meeting date.

Scott Bartels  
Director

Saline County Area Transit  
Town Allocations  
Fiscal Year 2026

CITY	BASE	CITY SHARE	TOTAL
Crete	500	11150	11650
DeWitt	500	1309	1809
Dorchester	500	1233	1733
Friend	500	2346	2846
Swanton	500	203	703
Tobias	500	348	848
Western	500	611	1111
Wilber	500	3915	4415
Saline County	9910		9910
Total Local Funding	13910	21115	35025
Fund Raising			12000
Crete for Crete city surrey			23197
Total local match for fiscal year 2024			70222

RESOLUTION  
SIGNING OF PROGRAM AGREEMENT – BL2515

City of Crete

Resolution No. 2025-24

**Whereas:** City of Crete is proposing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Crete understand that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Crete and the Nebraska Department of Transportation (NDOT) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Crete that:

David Bauer, Mayor of the City of Crete, is hereby authorized to sign the attached Project Program agreement between City of Crete, Nebraska and NDOT.

NDOT Project Number: DPS-76(53)

NDOT Control Number: 13631

NDOT Project Description: Crete Pedestrian Bridge Project

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of City of Crete, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING, AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF CRETE, NEBRASKA**

**October 1st, 2025**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING, AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF CRETE, NEBRASKA**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of October 1st, 2025, by and between **Waste Connections of Nebraska, Inc.** (the “Contractor”), and **the City of Crete, Nebraska** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (as defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Contractor and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bulky Items** – Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight including, but not limited to, White Goods, chairs, couches, and other similar household items.

**Business Day** – Any day that is not a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

**Construction and Demolition Waste** – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

**Container** – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste.

**Customer** – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

**Excluded Waste** – Any Hazardous Waste and any material which contains, or which Contractor reasonably believes contains, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

**Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

**Holidays** – The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25<sup>th</sup>).

**Industrial Unit** – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

**Landfill** – the landfill owned and operated by G & P Development, Inc. that is located approximately one and one-half (1.5) miles south of Milford, Nebraska, or any other facility or area of land lawfully receiving Municipal Solid Waste for disposal.

**Municipal Facilities** – Only those specific municipal locations as set forth in this Agreement.

**Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, three (3) or more family units and that generates and accumulates Municipal Solid Waste and has one billing account for all Services provided to such unit.

**Municipal Solid Waste** – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

**Overages** – any Solid Waste that does not fit within the Container(s) provided by Contractor. “Overages” does not include Bulky Items nor any items larger than three (3) cubic yards or heavier than thirty-five (35) pounds.

**Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics numbered 1 through 7, tin, and any other materials that may be added by mutual agreement of the parties from time to time. Recyclable Materials does not include Glass, Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

**Residential Unit** – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** – A metal receptable with at least thirty (20) cubic yards of capacity.

**Roll-Out** – A plastic receptable with a tight-fitting lid, wheels, and a handle with sixty-five (65), or ninety-five (96) gallons of capacity.

**Single-Family Residential** – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials, and Yard Waste.

**Transfer Station** – the facility owned by the City located at 478 County Road 2300 (1/2 Mile North of Highway 33 on Boswell Ave).

**White Goods** – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Contractor, in accordance with the City’s ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste (which includes Recyclable Materials) the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along, and across the City’s present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Contractor contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Contractor. In addition (and regardless of the City’s actions), the Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Contractor. This Agreement shall not be construed to prevent any person, firm, or corporation from self-hauling accumulation of Construction and Demolition Waste if the creation thereof resulted from such person’s, firm’s, or corporation's regular business activities. Each Industrial Unit shall have the limited right to self-haul its own Municipal Solid Waste, Recyclable Materials, but shall not have the right to hire a third-party refuse hauler other than Contractor.

## **SECTION 3. OPERATIONS.**

A. **Scope of Operations.** The Contractor will collect, haul, and dispose of all Municipal Solid Waste and Recyclable Materials, (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Commercial, Industrial, and Residential Units receiving the services of the Contractor (or otherwise generated and accumulated by those Commercial, Industrial, and Residential Units), all within the City’s corporate limits, including any territories annexed by the City during the term of this Agreement (the “Services”).

B. **Nature of Operations.** The City hereby grants to the Contractor, in accordance with the City’s ordinances and regulations governing the collection, hauling and disposal of Municipal

Solid Waste (which includes Recyclable Materials) the title to all Municipal Solid Waste collected, hauled, and disposed of by the Contractor over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste (which includes Recyclable Materials) shall pass to the Contractor upon loading of such materials into the Contractor's trucks. The City and all Customers shall not deposit in the Contractor's equipment or place for collection by the Contractor any Excluded Waste. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any material which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the City or the Customer, as applicable, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Contractor. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Contractor may decline to collect such materials without being in breach of this Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

E. Collection Schedule. Contractor shall establish a regular collection schedule for the Services provided hereunder. Except for Holidays, extreme weather, and Force Majeure events, Contractor shall submit to the City any proposed changes in the collection schedule for review. Upon the City's agreement to the schedule change, Contractor shall publish such schedule change in written media reasonably likely to inform all Customers of the schedule change. Contractor shall so publish the schedule change at least thirty (30) days prior to the effective date of the change.

F. Transfer Station Operation. Throughout the term of this Agreement, Contractor shall provide all of the equipment and personnel necessary to operate the Transfer Station on Tuesdays and Saturdays. The Transfer Station shall be open to the public at times as agreed upon in writing by the parties. Contractor shall operate a compactor truck or provide Roll-Off Container(s) at the Transfer Station and shall accept at a fee agreed upon by the City and Contractor. Contractor shall

accept Municipal Solid Waste, Bulky Items, and Recyclable Materials from any Customer who has a residence or place of business within the corporate limits of the City. Contractor shall follow all applicable federal, state, and local laws or regulations concerning the operation of the Transfer Station. The City shall be responsible for securing and maintaining all required permits and licenses for the Transfer Station's operations.

G. Required Landfill and Recycling Center. The City is part of the Saline County Solid Waste Management Agency ("Agency") and is a party to the Solid Waste Disposal Agreement, which is incorporated herein by reference. Contractor shall be the City's designated "hauler" under the Solid Waste Disposal Agreement and, as a result, Contractor is required to use the G & P Landfill.

#### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

A. Single-Family Residential Units. The Contractor will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week, and Recyclable Materials every other week; provided, that (i) such Municipal Solid Waste, and Recyclable Materials are placed in Containers provided by Contractor; and (ii) such Containers and Overages are placed at the curb or alleyway, away from all vehicles, light poles, and mailboxes no later than 6:00 a.m. on the scheduled collection day. Contractor will collect acceptable Overages the week of Christmas and again the week of New Year's Day. Contractor shall not be required to collect any Containers or Overages located near cars, mailboxes, or other obstructions that create unsafe operating conditions for Contractor.

C. Bulky Items. Each Residential Unit Customer shall receive Bulk Item collection Services. Each Residential Unit shall receive two (2) free Bulk Item pick-ups, which include White Goods, each year.

#### **SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

A. Standard Services. The Contractor will collect Municipal Solid Waste Commercial, Industrial, and Multi-Family Residential Units at least once per week, and Recyclable Materials every week, as provided for in this Agreement and for the compensation set forth in Exhibit A attached hereto and incorporated by reference. The Contractor shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste, and Recyclable Materials, placed inside the Containers provided by the Contractor. However, the Contractor shall offer

Commercial, Industrial, and Multi-Family Residential Units to increase or decrease, as necessary, the frequency of collections and the sizes or numbers of Containers so that Municipal Solid Waste, and Recyclable Materials, at Commercial, Industrial, and Multi-Family Residential Units will be properly managed. The Contractor shall be compensated for these additional Services as provided for in Exhibit A attached hereto and incorporated by reference.

#### **SECTION 6. SPECIAL COLLECTIONS AND SERVICES**

A. Municipal Facilities. At no cost to the City, the Contractor will provide Services to the City's municipal buildings for the collection of Municipal Solid Waste and Recyclable Materials at least once per week.

#### **SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Contractor in connection with the Services, shall at all times remain the property of the Contractor. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Contractor in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Contractor upon demand.

#### **SECTION 8. RATES AND FEES.**

The initial rates and fees to be charged by and paid to the Contractor are set forth on Exhibit A attached hereto and incorporated by reference.

#### **SECTION 9. RATE ADJUSTMENTS.**

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The "Prior Rolling Twelve Month Period"

shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term “CPI-U” shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Contractor may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Contractor’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Contractor’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Contractor (other than income or real property taxes).

C Operating Cost Adjustments. At any time during the term of this Agreement, the Contractor may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Contractor shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Contractor may, in its sole discretion, terminate this Agreement upon ninety (90) days’ written notice to the City.

**SECTION 10. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

**SECTION 11. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of (4) years, commencing on October 1st, 2025 and concluding on September 30th, 2029 (the “Initial Term”). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of (4) years (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

**SECTION 12. ENFORCEMENT.**

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Contractor the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

**SECTION 13. PROCESSING, BILLING AND FEES.**

A. Monthly Statements. The Contractor will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Contractor within 30 days of each invoice date. The City may retain a Franchise Fee from the monthly invoiced amounts owed to Contractor in an amount equal to \$2.00 for each Customer serviced by Contractor in the immediately preceding month. The City is solely responsible for invoicing and collecting payments from all Residential Units. The Contractor is solely responsible for invoicing and collection payments from all Commercial businesses.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Contractor are not dependent or contingent upon the City collecting any amounts from Customers. The Contractor shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Contractor be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit. Contractor may suspend service to any Customers whose accounts are more than sixty (60) days delinquent.

D. Billing for Roll-Off Services. Notwithstanding the above, the Contractor will bill and collect all Commercial, Industrial, and Residential Units for Services performed with respect to Roll-Off Containers.

**SECTION 14. SPILLAGE.**

It is understood and agreed that the Contractor shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials not caused by the Contractor's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, or Recyclable Materials placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Contractor may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, or Recyclable Materials. Should such excess Municipal Solid Waste, Recyclable Materials or Yard Waste continue to be placed outside of the Containers, the City shall require such Commercial, Industrial, or Residential Units to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials or Yard Waste, or require the Commercial, Industrial, or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste, Recyclable Materials or Yard Waste will be regularly contained. The Contractor shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Contractor. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials or Yard Waste to be removed, the Contractor may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials or Yard Waste.

B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Contractor fails to collect Municipal Solid Waste, Recyclable Materials or Yard Waste from a Commercial, Industrial, or Residential Unit without cause, then the Contractor will use all reasonable efforts to collect such Municipal Solid Waste, Recyclable Materials, or Yard Waste as follows: If a missed collection is complained of before 1:00 p.m. on an operating day, the missed collection shall be resolved within three (3) hours of Contractor's receipt of such complaint. If a missed collection is complained of after 1:00 p.m. on an operating day, or on a non-operating day, the missed collection shall be resolved by 10:00 a.m. on the next operating day.

**SECTION 16. HOURS OF SERVICE.**

For all the Services provided hereunder, the Contractor’s hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Saturday. The Contractor will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Contractor shall provide such Services on the Business Day immediately following the Holiday.

**SECTION 17. CUSTOMER SERVICE.**

Contractor shall keep and maintain throughout the term of the Contract a local telephone number or toll-free number to receive questions or complaints from Customers and to handle any other business related to its Services. Contractor shall respond to all complaints concerning Services within one (1) business day of receipt of such complaint.

**SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling, and disposal of Municipal Solid Waste, Recyclable Materials, and Yard Waste.

**SECTION 19. PAVEMENT.**

The City warrants that the City’s pavement, curbing or other driving surface or any right of way reasonably necessary for the Contractor to provide the Services described herein are sufficient to bear the weight of all of the Contractor’s equipment and vehicles reasonably required to perform such Services. The Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Contractor’s negligence or willful misconduct.

**SECTION 20. INSURANCE COVERAGES AND PERFORMANCE BOND.**

Pursuant to this Agreement, the Contractor shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate

(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City's request, the Contractor shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

Further, Contractor shall provide a performance bond in the amount of five thousand dollars (\$5,000.00). The bond shall be filed with the City Clerk and be recoverable by the City in accordance with Contractor's indemnification responsibilities hereunder. The bond shall be issued on annually renewable terms and contain a clause requiring a thirty (30) day notice to the City before the bond is cancelled.

**SECTION 21. INDEMNITY.**

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

**SECTION 22. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 23. TERMINATION.**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within sixty (60) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**SECTION 24. FORCE MAJEURE.**

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 25. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

**SECTION 26. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

**SECTION 27. ATTORNEYS' FEES.** In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount

of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

**SECTION 28. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Crete  
243 East 13<sup>th</sup> Street  
Crete, NE 68333  
Attn: City Manager

If to the Contractor:

Waste Connections of Nebraska, Inc.  
2101 Judson Street  
Lincoln, NE 68521  
Attn: District Manager

With a Copy to:

Waste Connections  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

**SECTION 29. CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT/ NONDISCRIMINATION LAWS.**

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

**SECTION 30. DEBARMENT, SUSPENSION, OR INELIGIBILITY.**

Contractor hereby represents and warrants that neither it nor any of its personnel providing Services hereunder have been debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from participating in a state procurement program within the last five (5) years. Contractor agrees to promptly notify the City in writing of any actual debarment or ineligibility.

**SECTION 31. REPORTS; RECORDKEEPING; ACCESS TO RECORDS AND AUDIT.**

Contractor shall provide all reports reasonably requested by the City, which may include, but are not limited to, reports on the number of Residential, Commercial, and Industrial Unit Customers collected each month; reports on the tonnage of Municipal Solid Waste and Recyclable Materials collected each month; and reports on Customer complaints. Contractor shall maintain all records strictly related to the Services under this Agreement for at least five (5) years following the termination or expiration of this Agreement. Contractor shall grant reasonable access to such records to the City, its agents, and any authorized official of the State of Nebraska for purposes of examining or auditing the records.

**SECTION 32. CONFIDENTIAL INFORMATION.**

Each party will not, without the prior written consent of the other, either (a) knowingly disclose to any third party the other's proprietary or commercially sensitive information that is received in relation to this Agreement ("Confidential Information"), or (b) use the other's Confidential Information for any purpose other than performance of this Agreement. For purposes of this Agreement, all data, reports, specifications, records, pricing, Customer service levels, employee data, personnel policies and procedures, and safety and accident records and prevention programs that are received in relation to this Agreement shall be deemed Confidential Information.

Nothing in this Agreement shall prevent either party from disclosing to others or using in any manner Confidential Information which the receiving party can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of the receiving party or their agents and employees;
- (b) Has been furnished or made known to the receiving party by third parties (other than those acting directly for or on behalf of the receiving party) as a matter of legal right without restrictions on its disclosure;

- (c) Was in the receiving party's possession prior to the disclosure thereof by the other party;
- (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations; or
- (e) Was independently developed by employees or agents of the receiving party who did not access the Confidential Information disclosed by the disclosing party.

If permitted by law, a party shall give immediate written notice to the other party if such party is required by subpoena, court or administrative order (an "Order") to disclose any of the other party's Confidential Information. Upon receipt of same, the party whose Confidential Information may be the subject of the Order expressly reserves the right to interpose all objections it may have to the disclosure of its Confidential Information. The foregoing obligation shall survive the termination or expiration of this Agreement and shall for two (2) years.

*(Remainder of page intentionally left blank.)*

PASSED AND APPROVED BY THE CITY OF CRETE COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS \_\_\_ DAY OF \_\_\_\_\_, 2025.

CONTRACTOR:  
WASTE CONNECTIONS OF NEBRASKA, INC.

CITY:  
CRETE, NEBRASKA

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Rates and Service Levels

#### Residential Pricing with Every Other Week Recycling

##### Residential Rate Schedule 2025-2029

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

#### Bulk Pick up Services

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

#### Commercial Pricing for Solid Waste and Recycling Services

##### Crete Commercial 2025-2029 Rate Schedule- Dumpsters

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

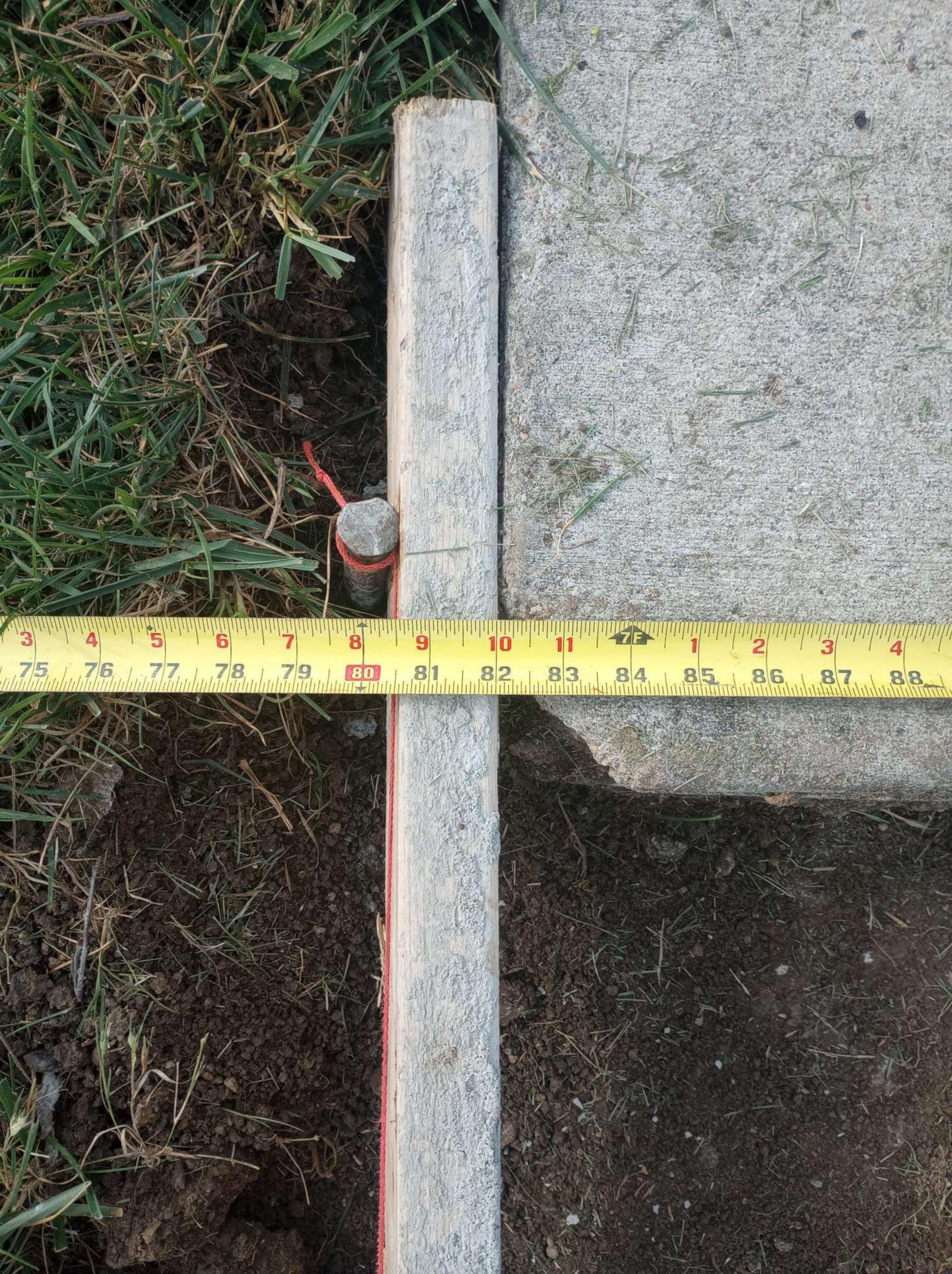
##### Commercial 2025-2029 Rate Schedule Carts/Toters

Pickup Frequency (Per Week)	1 Cart/Toter	2 Carts/Toters
1 Time	\$22.56	\$36.42
2 Times	\$37.78	\$51.01
3 Times	\$51.75	\$65.28
4 Times	\$67.60	\$80.26
5 Times	\$82.29	\$95.82
6 Times	\$96.48	\$110.04

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







3 4 5 6 7 8 9 10 11 12 1 2 3 4  
75 76 77 78 79 80 81 82 83 84 85 86 87 88

# LOTS 13-16 Block 108 CITY OF CRETE

SHEET INDEX	
SHEET NO.	SHEET TITLE
C1.1	SITE PLAN
D1.1	DEMOLITION PLAN
C2.1	GRADING AND CUT/FILL PLAN
C3.1	UTILITY PLAN
C4.1	PAVING GEOMETRICS PLAN
C4.2	PAVING SPOT ELEVATION PLAN & SPOT ELEVATION TABLES
C4.3	PAVING DETAILS

### GENERAL NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCING CONSTRUCTION.
3. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
4. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MEET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE ENGINEER ANY DISCREPANCIES BETWEEN THEIR MEASUREMENTS AND THESE PLANS.
5. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
6. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND MEASUREMENTS TAKEN IN THE FIELD WHERE POSSIBLE. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CONTACT DIGGERS OUTLINE OF NEBRASKA AT (800) 331-5666 A MINIMUM OF 72 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
7. WHEN WORKING IN PUBLIC R.O.W. OR PUBLIC ACCESS AND UTILITY EASEMENTS, CONTRACTOR SHALL RESTORE DISTURBED AREAS TO EXISTING GRADE FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY. ALL SPOIL MATERIAL FROM CONSTRUCTION SHALL BE REMOVED FROM THE STREET ROW OR UTILITY EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED BY ENGINEER.
8. CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING IN ACCORDANCE WITH THE CITY OF LINCOLN STANDARD SPECIFICATIONS WHEN CONSTRUCTION ACTIVITY HAS BEEN HALTED OR IS PLANNED TO BE HALTED FOR MORE THAN 14 DAYS.
9. CONTRACTOR SHALL REPAIR OR REPLACE EXISTING EROSION AND SEDIMENT CONTROL STRUCTURES IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION ACTIVITY IN THE AREA. PAYMENT SHALL BE MADE ON A LUMP SUM BASIS TO REMOVE AND REPLACE EROSION CONTROL STRUCTURES.
10. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND REQUEST A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
11. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS TO BE USED FOR BUILDING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IF ARCHITECTURAL BUILDING DIMENSIONS VARY FROM THE COORDINATES AND DIMENSIONS SHOWN.

### DEVELOPER/OWNER

NERUD CONSTRUCTION, LLC  
934 COUNTY RD 2400  
CRETE, NE 68333  
402-826-9196

### UTILITY CONTACTS

CITY OF CRETE  
(402)826-4312

BLACK HILLS CORPORATION  
(402)437-1715

WINDSTREAM  
(402)228-7566

CHARTER COMMUNICATIONS  
- SPECTRUM  
(402)421-0330

### LEGEND

PROPERTY LINE	FIRE HYDRANT	
PROP. SANITARY SEWER SERVICE	SANITARY SEWER SERVICE DOUBLE CLEANOUT	
PROP. SANITARY SEWER	POST INDICATOR VALVE W/ TAMPER SWITCH	
EXIST. SANITARY SEWER	CONTROL POINTS	
PROP. DOMESTIC WATER SERVICE	BUILDING CORNERS	
PROP. FIRE SERVICE	PAVING SPOT	
PROP. WATER MAIN	TOP OF CURB ELEVATION (TS + 0.5)	
EXIST. WATER MAIN	TOP OF SLAB ELEVATION	
PROP. STORM SEWER	ETC EXISTING TOP OF CURB ELEVATION	
EXIST. STORM SEWER	ETS EXISTING TOP OF SLAB ELEVATION	
UNDERGROUND GAS	FG FINISHED GROUND ELEVATION	
UNDERGROUND CABLE	SW SIDEWALK ELEVATION	
UNDERGROUND ELECTRIC	PI POINT OF INFLECTION (HORIZONTAL DEFLECTION)	
UNDERGROUND TELEPHONE	PC POINT OF CURVATURE (START OF CURVE)	
STANDARD DUTY PAVEMENT, 7" P.C.C.	PT POINT OF TANGENCY (END OF CURVE)	
HEAVY DUTY DUMPSTER PAD, 8" P.C.C.	PRC POINT OF REVERSE CURVE	
SIDEWALK, 4" P.C.C.	PCC POINT OF COMPOUND CURVATURE	
PAVEMENT AND SIDEWALK REMOVAL	EP ELEVATION POINT	
GRAVEL SURFACING REMOVAL	RAMP ADA RAMP	
CONCRETE SAWCUT		



### DEVELOPER/OWNER

NERUD CONSTRUCTION, LLC  
934 COUNTY RD 2400  
CRETE, NE 68333  
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### UTILITY CONTACTS

CITY OF CRETE  
(402)826-4312

BLACK HILLS CORPORATION  
(402)437-1715

WINDSTREAM  
(402)228-7566

CHARTER COMMUNICATIONS  
- SPECTRUM  
(402)421-0330

### LEGEND

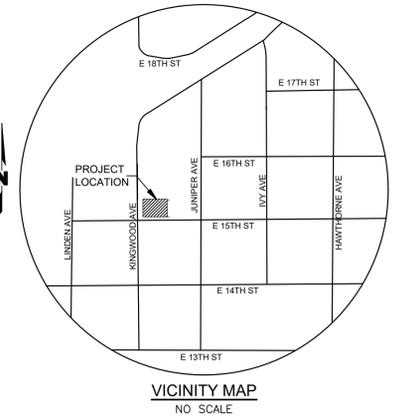
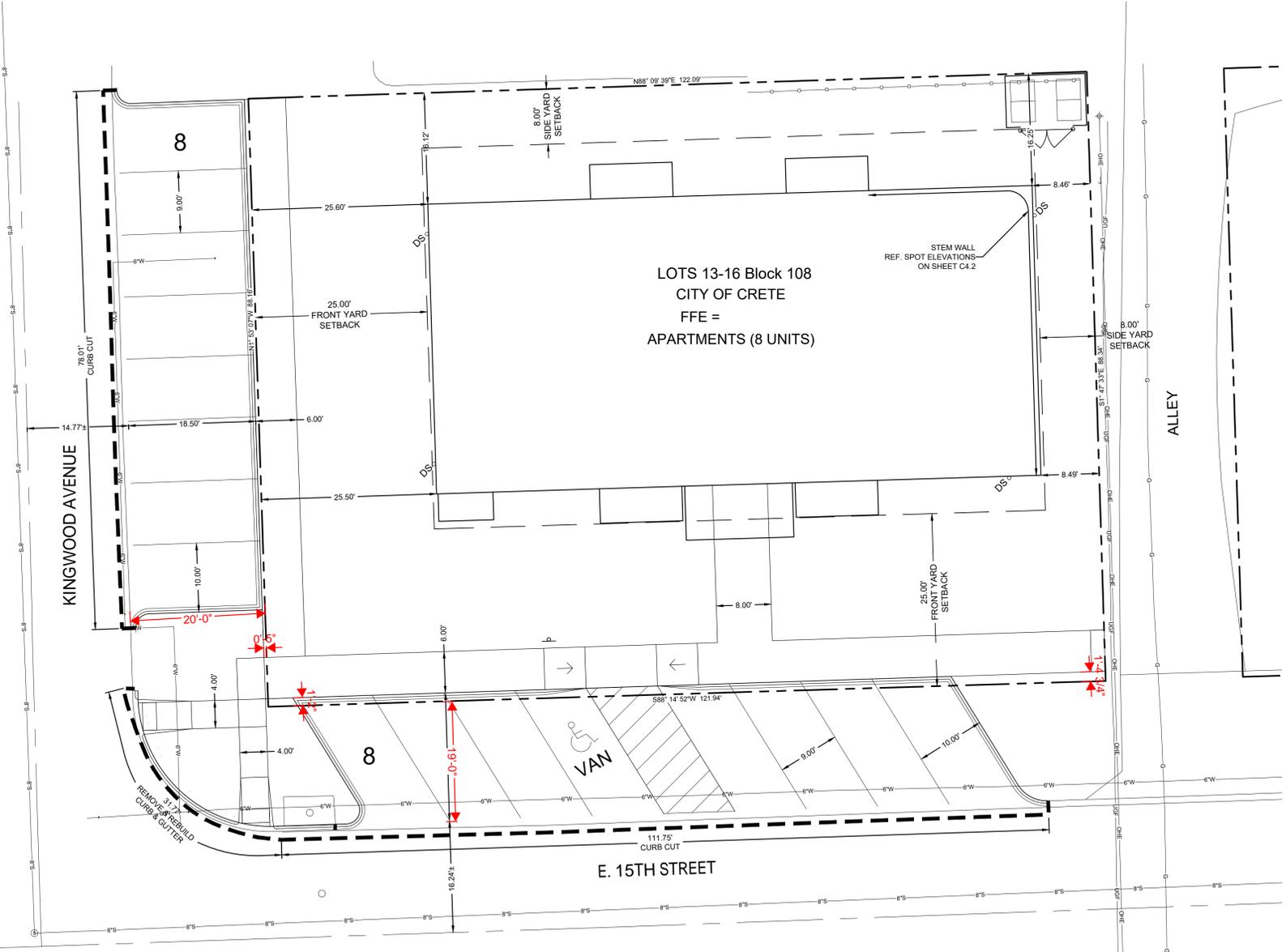
PROPERTY LINE	FIRE HYDRANT	
PROP. SANITARY SEWER SERVICE	SANITARY SEWER SERVICE DOUBLE CLEANOUT	
PROP. SANITARY SEWER	POST INDICATOR VALVE W/ TAMPER SWITCH	
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EXIST. WATER MAIN	TOP OF SLAB ELEVATION	
PROP. STORM SEWER	ETC EXISTING TOP OF CURB ELEVATION	
EXIST. STORM SEWER	ETS EXISTING TOP OF SLAB ELEVATION	
UNDERGROUND GAS	FG FINISHED GROUND ELEVATION	
UNDERGROUND CABLE	SW SIDEWALK ELEVATION	
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HEAVY DUTY DUMPSTER PAD, 8" P.C.C.	PRC POINT OF REVERSE CURVE	
SIDEWALK, 4" P.C.C.	PCC POINT OF COMPOUND CURVATURE	
PAVEMENT AND SIDEWALK REMOVAL	EP ELEVATION POINT	
GRAVEL SURFACING REMOVAL	RAMP ADA RAMP	
CONCRETE SAWCUT		

### SITE INFORMATION

LOTS 13-16 Block 108 City of Crete	
ZONING DISTRICT: R-3 - MULTI-FAMILY RESIDENTIAL DISTRICT	
STALLS PROVIDED	SURFACE STALLS: 16 (1 HC)
STALLS REQUIRED	TOTAL STALLS REQUIRED: 16 (1 HC)
BUILDING	COVERAGE: 38%
IMPERVIOUS AREA	COVERAGE: 52%

NOTE: ALL DIMENSIONS ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE STATED.

NOTE: ALL DIMENSIONS TO THE BUILDING STRUCTURES ARE TO OUTSIDE FACE OF BRICK. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS.



BENCHMARKS \_\_\_\_\_

CONTROL POINTS \_\_\_\_\_

REVISIONS	
DATE	DESCRIPTION

SITE PLAN

LOTS 13-16 Block 108 City of Crete

CRETE, NEBRASKA

2024

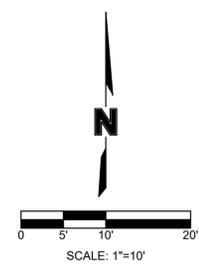
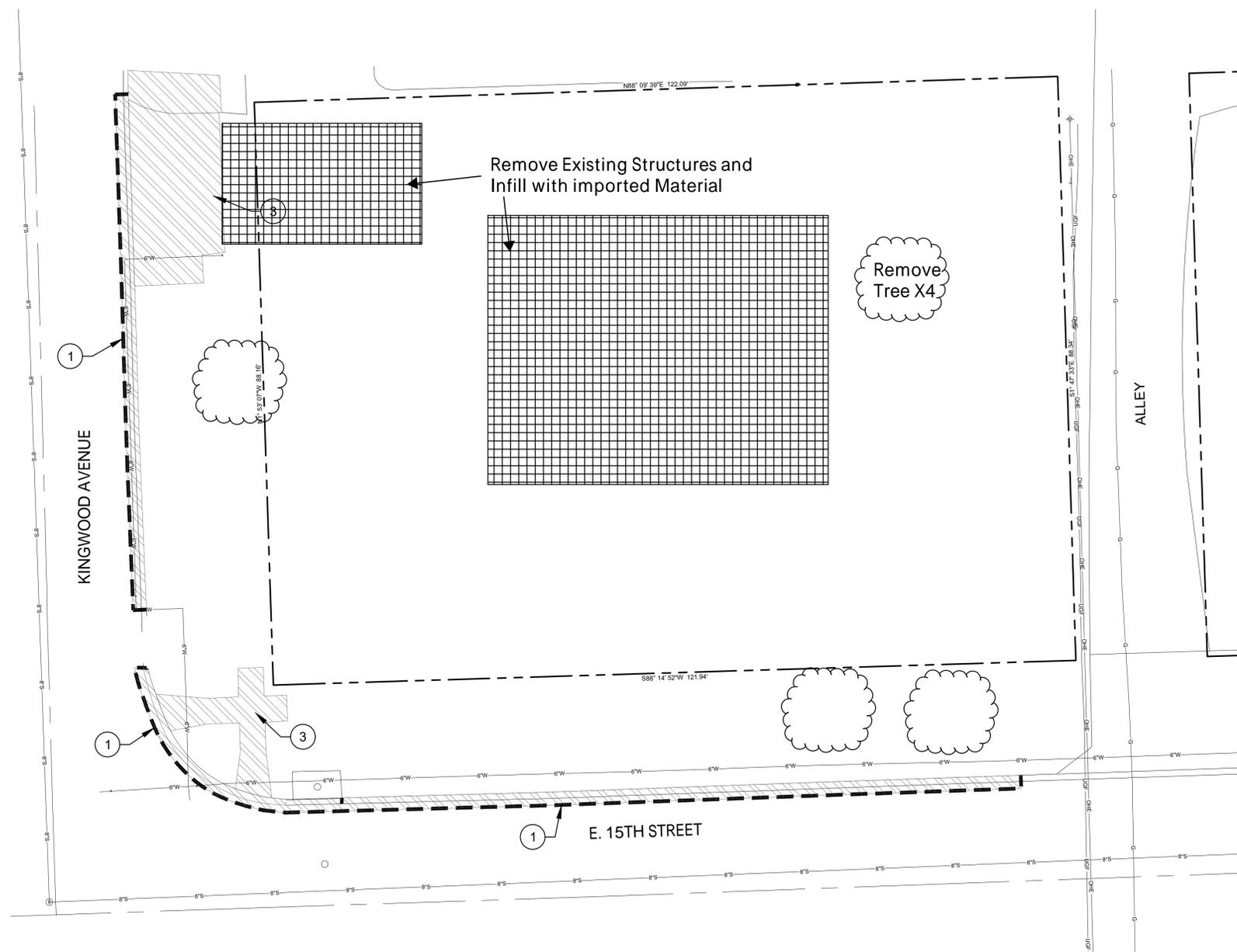


CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.

SHEET  
C1.1

DRAWN: F:\Projects\2024\20240031\_Landplanning\Design\240031\_Site Plan.dwg  
DATE: Jun 03, 2024 3:02pm  
USER: zwarner  
XREFS: 240031\_Base

BWC: F:\Projects\2024\20240031\_LandPlanning\_Design\240031 Demo Plan.dwg  
 DATE: Jun 03, 2024 2:43pm  
 USER: zwoerner  
 XREFS: 240031 Base



**DEVELOPER/OWNER**  
 NERUD CONSTRUCTION, LLC  
 934 COUNTY RD 2400  
 CRETE, NE 68333  
 402-826-9196

**GENERAL NOTES**

1. CONTRACTOR SHALL REFERENCE SHEET C1.1 FOR GENERAL NOTES.

**DEMOLITION GENERAL NOTES**

1. ALL DEMOLITION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
2. PRIOR TO THE COMMENCEMENT OF THE PROPOSED CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR THE RELOCATION (IF NECESSARY) OF EXISTING ELECTRICAL AND TELEPHONE SERVICE SUCH THAT THERE ARE NO DISRUPTIONS IN SERVICE TO THE SURROUNDING BUSINESSES UNLESS APPROVED.
3. CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION FENCING AS NECESSARY TO PREVENT UNAUTHORIZED ACCESS DURING CONSTRUCTION.

**DEMOLITION NOTES**

- 1 SAWCUT ALONG EXISTING PAVING/SIDEWALK JOINTS.
- 2 CONTRACTOR TO PROTECT EXISTING STORM SEWER INLET.
- 3 CONTRACTOR TO REMOVE CONCRETE PAVING AND SIDEWALK.

**UTILITY CONTACTS**

- BLACK HILLS CORPORATION  
 (402)437-1715
- WINDSTREAM  
 (402)228-7568
- CHARTER COMMUNICATIONS  
 - SPECTRUM  
 (402)421-0330
- DIODE COMMUNICATIONS  
 (402)793-5125

**LEGEND**

	PROPERTY LINE		FIRE HYDRANT
	PROP. SANITARY SEWER SERVICE		SANITARY SEWER SERVICE CLEANOUT
	PROP. SANITARY SEWER		POST INDICATOR VALVE W/ TAMPER SWITCH
	EXIST. SANITARY SEWER		CONTROL POINTS
	PROP. DOMESTIC WATER SERVICE		BUILDING CORNERS
	PROP. FIRE SERVICE		PAVING SPOT
	PROP. WATER MAIN		TOP OF CURB ELEVATION (TS + 0.5')
	EXIST. WATER MAIN		TOP OF SLAB ELEVATION
	PROP. STORM SEWER		EXISTING TOP OF CURB ELEVATION
	EXIST. STORM SEWER		EXISTING TOP OF SLAB ELEVATION
	UNDERGROUND GAS		FINISHED GROUND ELEVATION
	UNDERGROUND CABLE		SIDEWALK ELEVATION
	UNDERGROUND ELECTRIC		POINT OF INFLECTION (HORIZONTAL DEFLECTION)
	UNDERGROUND TELEPHONE		POINT OF CURVATURE (START OF CURVE)
	STANDARD DUTY PAVEMENT, 7" P.C.C.		POINT OF TANGENCY (END OF CURVE)
	HEAVY DUTY DUMPSTER PAD, 8" P.C.C.		POINT OF REVERSE CURVE
	SIDEWALK, 4" P.C.C.		POINT OF COMPOUND CURVATURE
	PAVEMENT AND SIDEWALK REMOVAL		ELEVATION POINT
	GRAVEL SURFACING REMOVAL		ADA RAMP
	CONCRETE SAWCUT		

REVISIONS	
DATE	DESCRIPTION

**DEMOLITION PLAN**

LOTS 13-16 Block 108 City of Crete

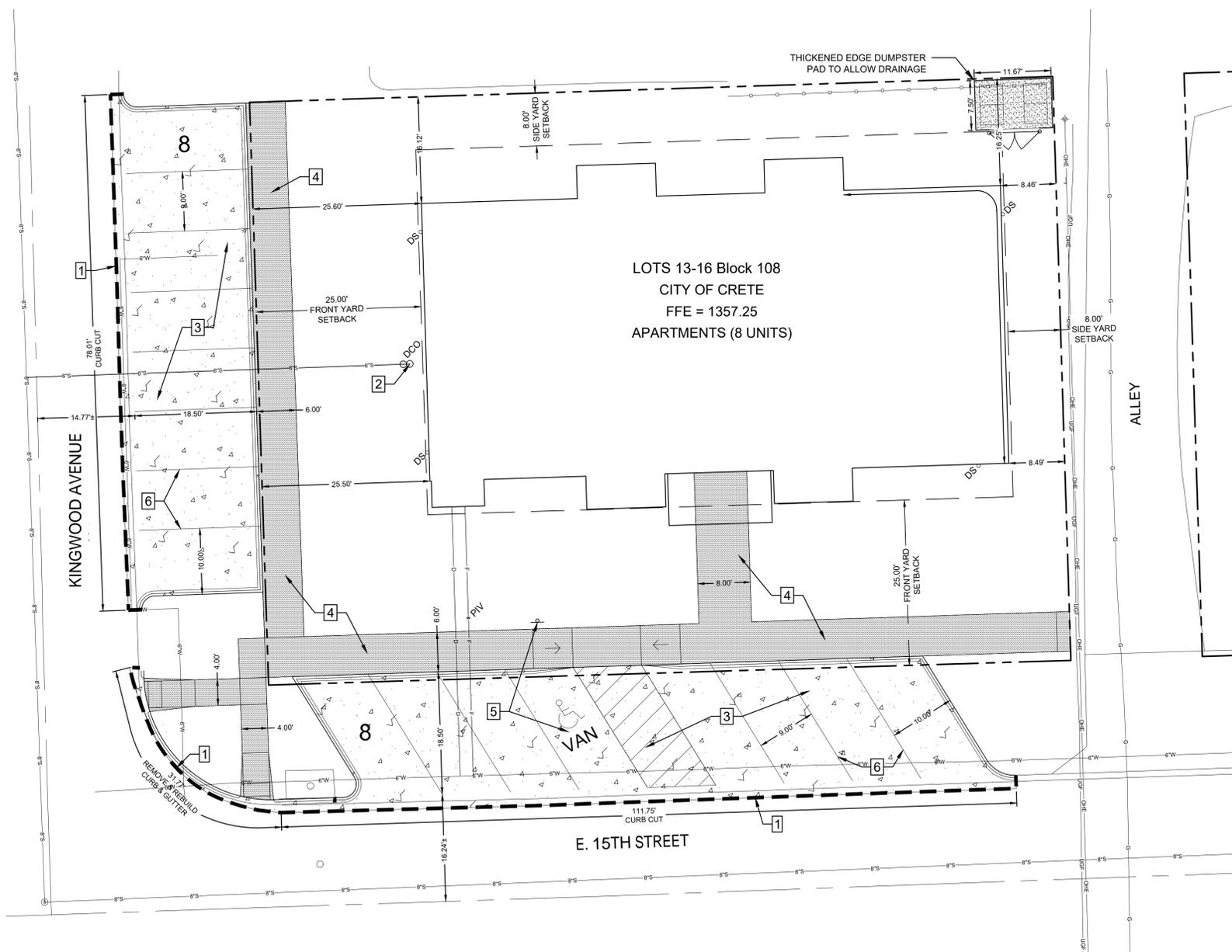
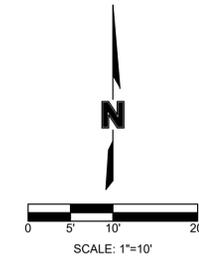
CRETE, NEBRASKA

2024



CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.





LOTS 13-16 Block 108  
CITY OF CRETE  
FFE = 1357.25  
APARTMENTS (8 UNITS)

**PAVING GENERAL NOTES**

1. CONCRETE PAVEMENT CONSTRUCTION SHALL MEET NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION. ALL ADDENDUMS SHALL APPLY.
2. CONCRETE SHALL BE 47B-3500 PER NDOR SECTION 1002, PORTLAND CEMENT CONCRETE.
3. AGGREGATE BASE SHALL MEET NDOR SECTION 305, CRUSHED ROCK BASE COURSE (TABLE 1033.08). AGGREGATE BASE SHALL BE PROPERLY DRAINED AT LOW POINTS AND EDGE OF PAVEMENTS WITH DRAIN TILE OR ANOTHER ACCEPTABLE MEANS APPROVED BY THE GEOTECHNICAL ENGINEER OR RECORD.
4. PAVEMENT SUBGRADE PREPARATION SHALL BE COMPLETED IN ACCORDANCE WITH NDOR SECTION 302, SUBGRADE PREPARATION AND IN ACCORDANCE WITH THE FINAL REPORT OF GEOTECHNICAL EXPLORATION PREPARED FOR THE SITE.
5. ALL CONSTRUCTION JOINTS SHALL BE SEALED IN ACCORDANCE WITH THE NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION.
6. ALL PAVEMENT MARKING PAINT, EXCEPT HANDICAP STALLS, SHALL BE 4" OR 6" SOLID WHITE PAINT, SINGLE LINE. HANDICAP STALLS SHALL BE STRIPED IN ACCORDANCE WITH AMERICANS WITH DISABILITIES ACT (FEDERAL REGISTER VOL. 58 NO. 144) RULES AND REGULATIONS). PAINT SHALL BE IN ACCORDANCE WITH THE NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION.
7. WHEN WORKING IN PUBLIC R.O.W. OR PUBLIC ACCESS AND UTILITY EASEMENTS, CONTRACTOR SHALL RESTORE DISTURBED AREAS TO EXISTING GRADE FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY. ALL SPOIL MATERIAL FROM CONSTRUCTION SHALL BE REMOVED FROM THE STREET ROW OR UTILITY EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED BY ENGINEER.
8. GEOMETRICS OF ALL PAVEMENT MARKINGS SHALL CONFORM TO CITY OF CRETE AND/OR STATE OF NEBRASKA DESIGN CRITERIA.
9. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
10. CONTRACTOR SHALL NOTIFY GEOTECHNICAL TESTING FIRM 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR TESTING OF SUBGRADE.
11. ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.0%. ALL ADA RAMPS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 8.3% (ANY DISCREPANCIES SHOWN ON SPOT ELEVATION PLAN SHALL BE REPORTED TO THE ENGINEER).

**PAVING NOTES**

1. CONTRACTOR TO SAWCUT AND REMOVE PAVEMENT AND SIDEWALK.
2. ADJUST SANITARY SEWER CLEANOUT RING & COVER TO GRADE, POUR A 18" DIA. X 6" DEPTH CONCRETE PAD AROUND CLEANOUT RING AND COVER WHEN LOCATED IN GRASS/LANDSCAPING AREA.
3. CONTRACTOR TO BUILD 7" P.C. CONCRETE PAVEMENT.
4. CONTRACTOR TO BUILD 4" P.C. CONCRETE SIDEWALK.
5. ADA SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS. CROSS SLOPES AND LONGITUDINAL SLOPES SHALL NOT EXCEED 2.0% IN EITHER DIRECTION FOR ALL ADA ACCESSIBLE STALLS. FIELD ADJUSTMENTS MAY BE REQUIRED TO ENSURE CONFORMANCE TO ADA GUIDELINES. (SEE DETAIL, SHEET C.4.2)
6. 4" WHITE ACRYLIC PAINT STRIPPING PER STANDARD SPECIFICATION.

**LEGEND**

---	PROPERTY LINE	⊗	FIRE HYDRANT
---	PROP. SANITARY SEWER SERVICE	⊗ DCO	SANITARY SEWER SERVICE DOUBLE CLEANOUT
---	PROP. SANITARY SEWER	⊗ PIV	POST INDICATOR VALVE W/ TAMPER SWITCH
---	EXIST. SANITARY SEWER	⊗ CP	CONTROL POINTS
---	PROP. DOMESTIC WATER SERVICE	⊗ BC	BUILDING CORNERS
---	PROP. FIRE SERVICE	⊗ 100	PAVING SPOT
---	PROP. WATER MAIN	TC	TOP OF CURB ELEVATION (TS + 0.5')
---	EXIST. WATER MAIN	TS	TOP OF SLAB ELEVATION
---	PROP. STORM SEWER	ETC	EXISTING TOP OF CURB ELEVATION
---	EXIST. STORM SEWER	ETS	EXISTING TOP OF SLAB ELEVATION
---	UNDERGROUND GAS	FG	FINISHED GROUND ELEVATION
---	UNDERGROUND CABLE	SW	SIDEWALK ELEVATION
---	UNDERGROUND ELECTRIC	PI	POINT OF INFLECTION (HORIZONTAL DEFLECTION)
---	UNDERGROUND TELEPHONE	PC	POINT OF CURVATURE (START OF CURVE)
---	STANDARD DUTY PAVEMENT, 7" P.C.C.	PT	POINT OF TANGENCY (END OF CURVE)
---	HEAVY DUTY DUMPSTER PAD, 8" P.C.C.	PRC	POINT OF REVERSE CURVE
---	SIDEWALK, 4" P.C.C.	PCC	POINT OF COMPOUND CURVATURE
---	PAVEMENT AND SIDEWALK REMOVAL	EP	ELEVATION POINT
---	GRAVEL SURFACING REMOVAL	RAMP	ADA RAMP
---	CONCRETE SAWCUT		

NOTE: ALL DIMENSIONS ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE STATED.

NOTE: ALL DIMENSIONS TO THE BUILDING STRUCTURES ARE TO OUTSIDE FACE OF POURED FOUNDATION WALL. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS.



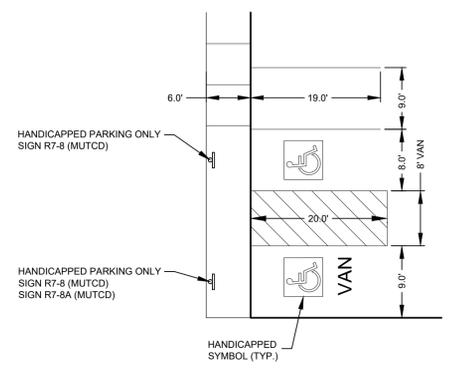
CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.

<b>PRELIMINARY</b> NOT FOR CONSTRUCTION	
<b>REVISIONS</b>	
DATE	DESCRIPTION
<b>PAVING GEOMETRICS PLAN</b>	
LOTS 13-16 Block 108 City of Crete	
CRETE, NEBRASKA	
2024	
<b>SHEET</b> C4.1	

USER: zwanter  
 DATE: Jun 03, 2024 2:45pm  
 PROJECT: F:\Projects\2024\20240031\_Landplanning\Design\240031\_Paving Plan.dwg  
 XREFS: 240031\_Base

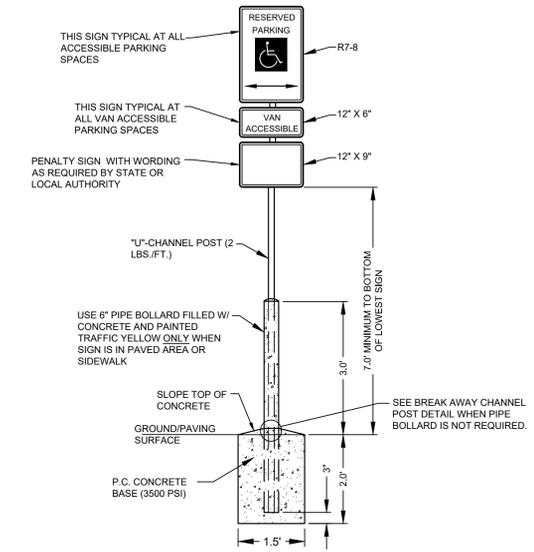


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 DATE: Jun 03, 2024 2:49pm  
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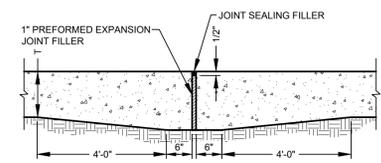


1. SIDEWALK SHALL NOT HAVE A CROSS SLOPE GREATER THAN 2% SLOPE.
2. ADA ACCESSIBLE STALLS SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
3. A SIGN MUST MARK HANDICAPPED PARKING. THE SYMBOL ON THE PAVEMENT IS NOT ADEQUATE.
4. IF A SIGN POST IS NOT DESIRED, THE ADA SIGNAGE CAN BE ATTACHED TO THE BUILDING PROVIDED CONNECTIONS ARE SECURED PROPERLY TO PREVENT DAMAGE TO BUILDING FACADE. OWNER APPROVAL REQUIRED.

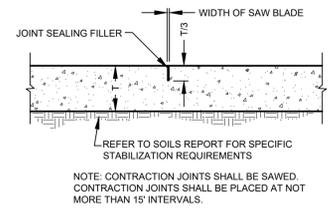
**HANDICAPPED PARKING DETAIL**  
NOT TO SCALE



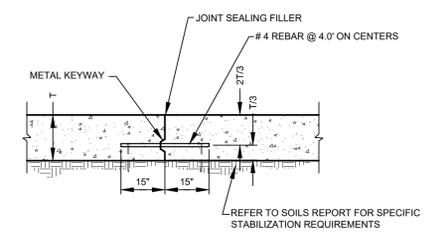
**SITE SIGN BASE DETAILS**  
NOT TO SCALE



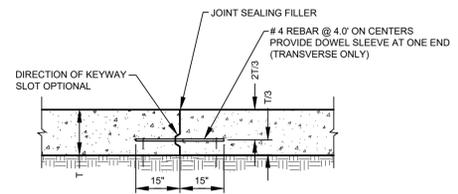
**EXPANSION JOINT**  
NOT TO SCALE



**CONTRACTION JOINT**  
NOT TO SCALE



**KEYWAY JOINT**  
NOT TO SCALE



**TRANSVERSE CONSTRUCTION JOINT**  
NOT TO SCALE

REVISIONS	
NO.	DESCRIPTION

**PAVING DETAILS**

LOTS 13-16 Block 108 City of Crete

CRETE, NEBRASKA

## Bid Proposal for Weed Control and Snow Removal Services

**Submitted to:** City of Crete

**Submitted by:** Lawn Kings

**Date:** Sept. 25th, 2025

### Scope of Services

#### 1. Weed Spraying (Monthly – April through September)

We propose to provide monthly herbicide application services for public grounds, right-of-ways, parking lots, curbs, and other designated areas within the City of Crete to maintain weed-free conditions.

- **Frequency:** Once per month
- **Duration:** 6 months (April through September)
- **Materials Used:** Round-up
- **Equipment:** Hand Sprayers

**Monthly Cost:** **\$275**

*Total (\$1650): \$[275× 6] (for reference only, not billed upfront)*

#### 2. Snow Removal Services (Per Event)

Snow removal services will be provided for city streets, sidewalks, parking lots, and other designated municipal areas during the winter months, as requested by the City of Crete.

- **Response Time:** Within 3 hours of snowfall ending
- **Equipment:** Snow blowers and salt spreaders
- **Materials:** Road salt and/or ice melt (optional – pricing can vary if included)
- **Service Type:** Plowing, shoveling, and de-icing

**Cost Per Snow Event:** **\$725**

### Terms and Conditions

- Weed control will be invoiced monthly following service completion.
- Snow removal will be invoiced per event.
- The City reserves the right to cancel the contract with a 30-day written notice.
- Proof of liability insurance will be provided upon acceptance.

### Company Information

**Business Name:** Lawn Kings

**Contact Person:** Will Wenz

**Address:** 1925 Kingwood Ave, Crete, NE

**Phone:** 402-418-8275

**Email:** wwlawnkings@gmail.com

I appreciate the opportunity to submit this proposal and look forward to collaborating with the City of Crete to ensure its public spaces remain clean, safe, and well-maintained year-round.