

**Public Works Committee Meeting**  
**Tuesday, February 3, 2026 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Items of Business**

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

3.A. Consider the CDBG Grant No.24PWI004 Letter for Contract Amendment Request

3.B. Consider acceptance of Pine Ride 3rd Addition improvements and dedication

3.C. Consider the Dorchester Crete Agreement for Electrical Services

**4. Officers' Reports**

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

**5. Adjournment**

**Disclaimers & Notices**

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

February 3, 2026

Nebraska Department of Economic Development  
Attn: Chelsea Egenberger, Program Manager  
245 Fallbrook Blvd, Suite 002  
Lincoln, NE 68521

**Re: Contract Amendment Request — Budget/Sources & Uses Only  
CDBG Grant No. 24PWI004 | City of Crete | Street Improvements (03K)**

Dear Ms. Egenberger:

On behalf of the City of Crete, I am requesting approval of a Budget/Sources & Uses amendment to CDBG Grant 24PWI004. This request corrects the project budget to reflect a street-improvement-only scope for the CDBG-assisted activity and adjusts the local match accordingly. No changes are proposed to the award amount, national objective, performance goals, or time of performance.

The City Council approved submission of this amendment at its meeting on February 3, 2026. The City certifies that this action was duly noticed and adopted. Supporting documentation is maintained in the City's records and available to the Department upon request.

The City is aligning the contract budget to reflect an update to the original cost documentation that was estimated to cost \$658,450 for the "Street Improvements (03K)" project budget category. Following a favorable procurement using a sealed bid process as described in 2 CFR Part 200, the actual CDBG funded project costs are contracted for \$587,726.84. The City is requesting a budget amendment to reflect the updated project budget and reduce their match burden.

We respectfully request a budget amendment to the current Subrecipient agreement.

As the Mayor of Crete, Nebraska, I certify the following:

1. This amendment request was approved at the meeting on February 3, 2026.
2. No additional matching funds are required for the proposed amendment.

3. The proposed amendment does not include a new activity.
4. All other terms and conditions of the CDBG contract remain unchanged and in full force and effect.

Thank you for your consideration of this request.

Respectfully,

David Bauer  
Mayor  
City of Crete

# CERTIFICATION OF CONTINUED ENVIRONMENTAL COMPLIANCE

Nebraska Department of Economic Development

CDBG, HOME, and NAHTF Projects

INSTRUCTIONS: Complete Parts I-IV and submit to your Program Representative.

PART I. GRANTEE INFORMATION			
INSTRUCTIONS: Based on the original Environmental Review Record (ERR), complete the following information.			
GRANTEE NAME	City of Crete	GRANT NUMBER	24PW1004
ENVIRONMENTAL REVIEW RECORD DATES			
Determination of Level of Review (DLR): <input type="checkbox"/> CENST <input type="checkbox"/> CEST <input checked="" type="checkbox"/> EA		DLR Date Signed	12/16/2024
Statutory Checklist Date	3/13/2025	Environmental Clearance Issued	4/23/2025

PART II. PROJECT DESCRIPTION INFORMATION	
<p>INSTRUCTIONS: Input below Item A. original project description, Item B. clear and concise summary of the changes/revisions to the project description for which this form is being completed, and Item C. revised project description based upon those changes/revisions noted within Item B. <b>NOTE:</b> If needed to clearly articulate the responses, attach additional descriptive information, as appropriate, including narrative, maps, photographs, site plans, budgets and other information. Where attachments/enclosures are included, be sure to check the appropriate box.</p>	
A.	ORIGINAL PROJECT DESCRIPTION.
See Attached.	
B.	SUMMARY OF CHANGES/REVISIONS.
<p>A water main adjustment component (Group B) is added/clarified within the existing project footprint as an incidental element necessary to complete the street paving work. This includes lowering/relocating segments of the existing water main and appurtenances within the CDBG-funded street improvement area, installing new 6-inch PVC water main where needed, reconnecting to the existing system, abandoning portions of existing main as required, and reinstating affected water services/curb stops to grade.</p>	
C.	REVISED PROJECT DESCRIPTION (where applicable).
See Attached	
<input checked="" type="checkbox"/> <b>ATTACHMENT(S).</b> Only check box if attachments and/or enclosures are being submitted along with this form.	

**PART III. DETERMINATION UPON REVIEW OF REVISIONS**

In accordance with the provisions of 24 CFR Part 58.47, it is the finding of the Certifying Officer of the above referenced grantee that [check one of the following]:

1.  The scope, scale, nature, magnitude and location of the project are **SUBSTANTIALLY UNCHANGED** from that as originally reviewed and approved; further, no new circumstances or environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions, have been discovered; and the selection of an alternative not in the original finding is not proposed, Re-evaluation of the project under §58.47 is therefore not required. The same conditions that previously applied to the project remain unchanged and are summarized within Part II above.

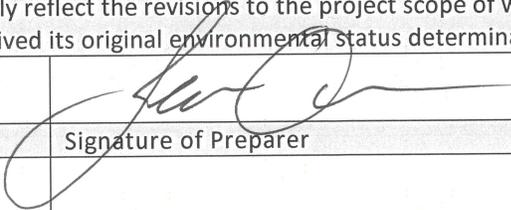
**OR**

2.  The scope, scale, nature, magnitude and/or location of the project have **SUBSTANTIALLY CHANGED** from that as originally reviewed and approved; or, new circumstances or environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions, have been discovered; or, the selection of an alternative not in the original finding is now proposed. Re-evaluation of the project under §58.47 is required; the findings in the ERR have been updated per §58.47(b).
- a)  There are substantial changes in the nature, magnitude, extent, or location of the project/program, including adding new activities not anticipated in the original scope (24 CFR Part 58.47(a)(1));
- b)  There are new circumstances and environmental conditions which affect the project/program or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued (24 CFR Part 58.47(a)(2)); or
- c)  An alternative has been selected not considered in the original finding (24 CFR Part 58.47(a)(3)).
- REQUIRED Attachment(s):** The findings in the ERR have been updated per §58.47(b) and are described within the attached documentation.

**PART IV. CERTIFICATION OF REVIEW**

INSTRUCTIONS: Local units of government: Certifying Officer signs, keeps original, and sends copy to DED.  
 Nonprofit organizations: Preparer signs, sends to DED for RE signature, and DED returns a copy to grantee for the ERR file.

I certify that the above statements accurately reflect the revisions to the project scope of work and that such revisions do not alter the basis under which the project received its original environmental status determination.

James Owens, Certified Administrator		1/29/2026
Printed Preparer Name & Title	Signature of Preparer	Date
David Bauer, Mayor		2/3/2026
Printed Name & Title of RE Certifying Officer	Signature of RE Certifying Officer	Date

**FOR DED USE ONLY**

Program Rep/ERR 1 <sup>st</sup> Reviewer recommendation: <input type="checkbox"/> approve <input type="checkbox"/> deny <input type="checkbox"/> consultation		initials	date
Date received		Signature of ERR 2 <sup>nd</sup> Reviewer	
		Printed Name/Title	Date
<input type="checkbox"/> Accepted <input type="checkbox"/> Denied			

## **Project Description - North Crete Street Improvement Project**

The City of Crete, Saline County, Nebraska (City) is preparing to implement a street improvement project within the municipal limits of the City. The project will improve three (3) street segments: 21st Street from Norman Avenue to Oak Avenue, Oak Avenue from 21st Street to 22nd Street, and Oak Avenue from 20th Street to 21st Street (Project).

The Project will include the construction of 7-inch Portland Cement Concrete (PCC) paving, 32 feet in width, with an associated storm sewer system. The total Project area covers these three blocks, focusing on enhancing street durability, improving stormwater management, and increasing pedestrian safety. These streets are currently in need of significant repair to maintain safety and accessibility for all users, including pedestrians and vehicles.

The street improvement Project will include several key activities: Demolition and removal of the existing street surface; Earthwork, grading, and sloping to prepare the sub-base; Installation of new 7-inch PCC paving to ensure long-lasting road surfaces; Construction of a storm sewer system to enhance drainage and reduce flooding risks; Installation of sidewalks with American Disabilities Act (ADA)-compliant detectable warning panels to improve pedestrian safety.

The total Project area covers approximately three blocks. The streets are owned and maintained by the City of Crete and are surrounded primarily by residential properties. Project impacts may include temporary road closures, noise, and dust during construction. The City will notify businesses, residents, and emergency services of all road closures and provide alternative routes. All construction activities will be scheduled during normal business hours to minimize disruption.

Total Project costs are estimated at \$688,450, including \$480,000 funded by a Nebraska Department of Economic Development Community Development Block Grant (CDBG) funds of which \$25,000 is allocated for general administration and \$5,000 for construction management. A local match of \$208,450 will be provided by the City. The matching funds will be sourced from the city's general fund, and are unobligated and readily available. The project will primarily benefit low-to-moderate-income (LMI) residents by improving local infrastructure and enhancing the overall quality of life in the community. No residents, businesses, or farms will be displaced as a result of the project activities. Construction is anticipated to be completed within thirty (30) months.

## Revised Project Description - North Crete Street Improvement Project

The City of Crete, Saline County, Nebraska (City) is preparing to implement a street improvement project within the municipal limits of the City. The project will improve three (3) street segments: 21st Street from Norman Avenue to Oak Avenue, Oak Avenue from 21st Street to 22nd Street, and Oak Avenue from 20th Street to 21st Street (Project).

The Project will include the construction of 7-inch Portland Cement Concrete (PCC) paving, 32 feet in width, with an associated storm sewer system. **In addition, as incidental work necessary to complete the paving, the Project includes water main adjustments (lowering/relocation) within the CDBG-funded street improvement area, including installation of approximately 677 LF of new 6-inch PVC water main (DR18) where required, connections to the existing water system, abandonment of portions of existing water main as needed, and reinstatement of affected water services and curb stops to grade.** The total Project area covers these three blocks, focusing on enhancing street durability, improving stormwater management, and increasing pedestrian safety. These streets are currently in need of significant repair to maintain safety and accessibility for all users, including pedestrians and vehicles.

The street improvement Project will include several key activities: Demolition and removal of the existing street surface; Earthwork, grading, and sloping to prepare the sub-base; Installation of new 7-inch PCC paving to ensure long-lasting road surfaces; Construction of a storm sewer system to enhance drainage and reduce flooding risks; Installation of sidewalks with American Disabilities Act (ADA)-compliant detectable warning panels to improve pedestrian safety. **Related water system activities include removal/replacement of valves and fittings as needed, reconnecting to the existing water main, and restoring disturbed areas in coordination with the street construction.**

The total Project area covers approximately three blocks. The streets are owned and maintained by the City of Crete and are surrounded primarily by residential properties. Project impacts may include temporary road closures, noise, and dust during construction. The City will notify businesses, residents, and emergency services of all road closures and provide alternative routes. All construction activities will be scheduled during normal business hours to minimize disruption.

Total Project costs are estimated at **\$587,727**, including \$480,000 funded by a Nebraska Department of Economic Development Community Development Block Grant (CDBG) funds of which \$25,000 is allocated for general administration and \$5,000 for construction management. A local match of **\$137,727** will be provided by the City. The matching funds will be sourced from the city's general fund, and are unobligated and readily available. The project will primarily benefit low-to-moderate-income (LMI) residents by improving local infrastructure and enhancing the overall quality of life in the community. No residents, businesses, or farms will be displaced as a result of the project activities. Construction is anticipated to be completed within thirty (30) months.



# ADVANCED CONSULTING ENGINEERING SERVICES

133 W. Washington Street · P.O. Box 218  
West Point, NE 68788  
402-372-1923

City of Crete  
% Tom Ourada  
243 E 13<sup>th</sup> St  
Crete, NE 68333

November 25, 2025

RE: Pine Ridge 3<sup>rd</sup> Addition  
Crete, Nebraska  
ACES #226-002

Enclosed you will find the Certificate of Completion and Record Drawings for the project referenced above.

If you have any questions, please contact our office at 402-372-1923.

Sincerely,

Jeannette Rolf  
Advanced Consulting Engineering Services, Inc.

Enclosures

# CERTIFICATE OF COMPLETION

Owner: Pine Ridge, LLC  
Engineer: Advanced Consulting Engineering Services, Inc.  
Contractor: H.R. Bookstrom Construction, Inc.  
Project: Pine Ridge 3<sup>rd</sup> Addition  
Contract Name: Division II – Water & Sanitary Sewer Improvements

Engineer's Project No.: 226-002  
Contractor's Project No.:

This  Preliminary  Final Certificate of Completion applies to:

All Work  The following specified portions of the Work:

Date of Completion: **May 25, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete. The Date of Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Completion. The date of Completion in the final Certificate of Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate: *paid invoice*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):



Name (printed):

John A. Zwingman

Title:

Project Engineer

## **DORCHESTER/CRETE AGREEMENT FOR ELECTRICAL SERVICES**

This Agreement for Services is made this \_\_\_\_\_ day of February, 2026 between the City of Crete, hereinafter called "City", and the Village of Dorchester, hereinafter called "Village", both political subdivisions of the State of Nebraska.

### **Recitals:**

**Whereas** the Village of Dorchester is the owner of an existing electrical system currently operated and maintained by the Village and the certified and trained employees thereof; and

**Whereas** the Village wishes to change how it operates its electrical system; and

**Whereas** the Village desires to engage the City of Crete to operate and maintain this system on behalf of the Village, and the City desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

**Whereas** the Village and City are authorized by law to enter in this Agreement;

**Now, therefore**, in consideration of the terms and conditions herein contained, the parties agree to as follows:

### **Article I – Scope of Services**

1. The City of Crete will supply operation/service similar to the current City's standard operation policy. The Village's electrical system will be analyzed for reliability concerns as done for Crete.
2. The City has a staff of six full time electrical personnel, and said staff will respond to trouble calls and take minor proactive steps to avoid outages and damage 24 hours a day, 7 days per week.
3. The City will spend time working on the Village's electrical system as required or requested.
4. The City owns and maintains specialized equipment for the tasks covered in this agreement. The City's machinery will be utilized in the Village to complete the terms of this Agreement.
5. The City will furnish equipment and hardware necessary to complete call outs, repairs, or scheduled service. The City will attempt to use the current inventory of transformers, materials, and hardware owned by the Village. Should additional materials and hardware be needed, the City will attempt to locate those items in the City's items and sell them to the Village at current replacement cost. The exception to this would be for distribution system transformers. Salvage Charges for equipment will be calculated using the Equipment Rental Schedule noted elsewhere in this Agreement. The City maintains the right to review and/or modify these rates. Should additional items not in the possession of the Village or the City be needed, the City will seek approval of the Village's representative for purchases under \$2,000.00. Purchases above \$2,000.01 will require approval by the Village Board.
6. The City will submit to the Village Board, for consideration and budget purposes, any capital projects deemed necessary. No major work will be done without prior authorization/approval of the Village; however the possibility exists that an unforeseen catastrophic equipment or system failure could occur. In that event, the City of Crete would be prepared to proceed to take any steps necessary to restore service to the affected parts of the community. It may not be feasible to receive prior approval before mobilizing equipment/personnel. The City of Crete would use

best practices to minimize the costs in order to repair the system until authorization is secured for more permanent repairs or a review of options is able to be performed.

7. The City is a participant of Nebraska Municipal Public Power Energy's Mutual Aid Program. That agreement includes many of the municipalities in the area. The City would be able to pass those benefits on to the Village in the even of a storm or other incident.

#### ARTICLE II- RESPONSIBILITIES OF THE VILLAGE

1. The Village shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to the Village as owner of the electrical systems and component parts thereof.
2. The Village shall maintain and be responsible for meter reading, for all billing and collection of electrical fees to the end-user, as well as setting end-user rates as determined by the Village Board.
3. The Village shall be responsible for all items necessary to provide power into the Village of Dorchester. Power Sources and contracts and agreements therewith shall not be the responsibility of the City. Any reports or notices required with the aforementioned responsibilities will also be completed by the Village. The Village is responsible for fines imposed for any violations of any laws, regulations or permit parameters.
4. The Village will maintain in full force and effect any and all existing policies of property and general liability insurance pertaining to the electrical system. The Village shall be responsible for any damage and liability to the electrical system caused by anything other than the negligence of an employee of the City of Crete.
5. The Village shall be responsible for expenditures and capital replacements or improvements.
6. The Village shall provide access to the electrical system and any records thereof to the City at all times.

#### ARTICLE III – COMPENSATION

1. The City of Crete will furnish the required personnel and equipment for call outs, repairs, or other scheduled service and charges will be calculated using the Hourly Rates Schedule as noted in Attachment #1, attached hereto and incorporated by reference. Mileage will be calculated at the current established IRS allowable rate. Out of hours trouble calls are billed at a two-hour minimum unless subsequent calls happen within the two-hour window.
2. Equipment needed to complete the necessary tasks will be billed using the Rental Rates Schedule as noted in Attachment #2, attached hereto and incorporated by reference.
3. The City shall have the right to review and modify employee and rental rates as necessary and will notify the Village of changes.
4. Bills for services, equipment rent, etc., shall be rendered monthly by the City and shall be paid by the Village within 30 days. If any bill is not paid in full within 30 days, interest shall accrue on any unpaid amount from the date the bill is rendered until payment is made at the rate of one percent (1%) per month or fraction thereof.

#### ARTICLE IV – TERM

The term of this Agreement is four years from the date of execution by the parties.

ARTICLE V – MICELLANEOUS

1. This Agreement calls for the performance of the services of the City as an independent contractor and the City will not be considered an employee of the Village for any purpose. It is hereby further mutually agreed that any employees of the City performing services for the Village provided for under this agreement shall be deemed to be employees of the City at all times during the period of this agreement and the City shall maintain adequate liability and worker’s compensation insurance for its employees during the term of the agreement.
2. The Village shall hold the City, its employees and its agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the utility systems or components thereof, or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement unless said injury or damages shall be caused by the active and actual negligence of the City. This provision shall survive the termination of this Agreement.
3. Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
4. The City assumes no liability, nor is any warranty expressed or implied for services provided under this agreement.
5. In the event the Village is fined by a regulatory agency as a result of negligence, errors or improper acts by the City, the Village may terminate this agreement upon sixty (60) day’s notice.

**IN WITNESS THEREOF**, each party has caused this agreement to be executed by its duly authorized officer on the date indicated below and the contract will become effective on the \_\_\_\_ day of \_\_\_\_\_, 2026.

City of Crete

Village of Dorchester