

**Crete City Council Regular Meeting**  
**Tuesday, June 16, 2026 6:00 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.
- Please stand for the Pledge of Allegiance.

**2. Roll Call**

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

**3. Consent Agenda**

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

**3.A. Approve Meeting Minutes**

- 3.A.1. June 2nd, 2026 City Council Meeting Minutes
- 3.A.2. June 2nd, 2026 Public Works Meeting Minutes
- 3.A.3. June 2nd, 2026 Legislative Development Meeting Minutes
- 3.A.4. June 2nd, 2026 Parks & Recreation Meeting Minutes
- 3.A.5. June 2nd, 2026 Public Safety Meeting Minutes

**3.B. Accept the City Treasurer's Report**

**3.C. Approve the Payment of Claims Against the City**

**4. Items of Business**

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

**4.A. Adjourn to the Board of Equalization**

**4.B. Public Hearing to hear testimony in favor or in opposition to levy assessments against certain real property at 1230 and 1236 Main Ave for money owed to the City of Crete for Business Improvement District**

**4.C. Resolution No. 2026-12 Levy Special Assessments Against Real Property Described as Crete City Lots 10 and 11, Block 143, Original Township, City of Crete, Saline County, Nebraska**

**4.D. Public Hearing to hear testimony to in favor or in opposition to levy assessments against certain real property at 1114 Main Ave for money owed to the City of Crete for Business Improvement District**

- 4.E. Resolution No. 2026-13 Levy Special Assessments Against Certain Real Property Described As Crete City Lot 17, Block 144, Original Township, City of Crete, Saline County, Nebraska
- 4.F. Adjourn to the City Council
- 4.G. Consider the Crete Fire & Rescue Work Comp Supplement Renewal, Year 1/3 \$4,777.00
- 4.H. Consider the Crete Ace Hardware claims in the amount of \$3,384.92
- 4.I. Authorize the City of Crete to apply for the League Association of Risk Management safety grant
- 4.J. State Grant Resolution 2026-14 Adopting and Approving The Execution Of A State Grant Agreement for Project No. SA-10 To Be Submitted To The Nebraska Department Of Transportation
- 4.K. Crete S&A Work Change Directive No 2 for NLC Signature JEO Project Number 240578
- 4.L. Consider the Krupicka 3rd Administrative Subdivision of Lot 1 of Krupicka Administrative Subdivision
- 4.M. Consider Ordinance 2277 Creating Cryptocurrency atm warning
- 4.N. Resolution 2026-15 Increase salaries by 1% to include the retirement match
- 4.O. Consider the Wanek Subdivision An Administrative Subdivision of Parcel of Land Located in the Southeast 1/4 of Section 26 T8N R4E Of The 6th P.M., City of Crete, Saline County, Nebraska

**5. Petitions - Communications - Resident Concerns**

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

**6. Officers' Reports**

- Reports may be given by Officers, Departments, Committees, 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.

**7. 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).



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## CITY COUNCIL REGULAR MEETING

June 2<sup>nd</sup>, 2026 at 6:00 PM

Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street

Post Office, 1242 Linden Avenue

City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

#### 2. Roll Call

Tom Crisman: Present

Anthony Fitzgerald: Present

Kyle Frans: Present

Ashley Newmyer: Present

Dan Papik: Present

Dale Strehle: Present

Present: 6.

#### 3. Consent Agenda

Approved the Consent Agenda Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

#### 3.A. Approve Meeting Minutes

June 2<sup>nd</sup>, 2026

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- 3.A.1. May 19th, 2026 City Council Meeting Minutes**
- 3.A.2. May 19th, 2026 Public Works Meeting Minutes**
- 3.A.3. May 19th, 2026 Finance Meeting Minutes**
- 3.A.4. May 19th, 2026 Personnel Meeting Minutes**
- 3.A.5. May 19th, 2026 Legislative Development Meeting Minutes**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.D. Mayor's appointment of Dave Jurena to the Planning Commission**
- 3.E. Mayor's appointment of Justin Kozisek to the Planning Commission**

#### **4. Items of Business**

##### **4.A. Resolution 2026-08 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1230 and 1236 Main Ave for money owed to the City of Crete for Business Improvement District**

Adopted Resolution 2026-08 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1230 and 1236 Main Ave for money owed to the City of Crete for Business Improvement District on June 16th, 2026 at 6:00 p.m. Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

##### **4.B. Resolution 2026-09 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1114 Main Ave for money owed to the City of Crete for Business Improvement District**

Approved Resolution 2026-09 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1114 Main Ave for money owed to the City of Crete for Business Improvement District on June 16th, 2026 Carried with a motion by Ashley Newmyer and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

##### **4.C. Public Hearing to hear testimony in favor of and in opposition to and to answer questions in relation to section 11-306.03 of the Crete Municipal Code Ordinance 2273 to amend administrative subdivision procedure to include lot combinations.**

Opened the Public Hearing at 6:07 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to section 11-306.03 of the Crete Municipal Code Ordinance 2273 to amend administrative subdivision procedure to include lot combinations. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

City Administrator Tom Ourada explained that this is something that has started being worked on a couple years ago and it didn't move forward. Spoke with two planners about doing lot combinations as part of the Administrative Subdivision Ordinance. There had not been a

mechanism for combining lots and normally it's not an issue because usually a person that owns two lots will combine them through the county's process. However, there is occasion where there is an easement that divides the lot. The Planning Commission voted and made a recommendation to the City Council.

Closed the Public Hearing at 6:08 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to section 11-306.03 of the Crete Municipal Code Ordinance 2273 to amend administrative subdivision procedure to include lot combinations. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.D. Consider the section 11-306.03 of the Crete Municipal Code Ordinance 2273 to amend administrative subdivision procedure to include lot combinations.**

Introduced Ordinance 2273 and moved that the statutory rule requiring three separate readings be suspended Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Approved the section 11-306.03 of the Crete Municipal Code Ordinance 2273 to amend administrative subdivision procedure to include lot combinations. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.E. Public Hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the review of the Special Exception request for Lothrop Lake Estates Lot 2 3.02 Acres in R2 Lothrop Lake Circle Shouse home**

Opened the Public Hearing at 6:11 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the review of the Special Exception request for Lothrop Lake Estates Lot 2 3.02 Acres in R2 Lothrop Lake Circle Shouse home Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

City Administrator Tom Ourada stated that this is a result of the Ordinance that was passed related to Shouses or shed houses. This was a long time in coming first in finding planners that believed in doing these types of construction and then planners helping in crafting the ordinance. The ordinance that was passed had Shouses as an allowable use in agricultural use and in R1 and R2 they would be done through special exception. This is special exception in R2 and it follows the Ordinance process. Property owner Andrew Beck addressed the Council and stated they live at 951 Fairway Ct and they are building a Shouse. He works for Astro Buildings, and they have been building them in different states and they just complete one by Denton.

Closed the Public Hearing at 6:13 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the review of the Special Exception request for Lothrop Lake Estates Lot 2 3.02 Acres in R2 Lothrop Lake Circle Shouse home Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.F. Consider the Special Exception request for Lothrop Lake Estates Lot 2 3.02 Acres in R2 Lothrop Lake Circle Shouse home**

Approved the Special Exception request for Lothrop Lake Estates Lot 2 3.02 Acres in R2 Lothrop Lake Circle Shouse home Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.G. Public Hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning Change Request. Parcel ID: 760015422, Parcel ID: 760009325, Parcel ID: 760009392, Parcel ID: 760015414, Parcel ID: 760009376, Parcel ID: 760145770, Parcel ID: 760009317, Parcel ID: 760145849 I1 to C2**

Opened the Public Hearing at 6:15 a.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning Change Request. Parcel ID: 760015422, Parcel ID: 760009325, Parcel ID: 760009392, Parcel ID: 760015414, Parcel ID: 760009376, Parcel ID: 760145770, Parcel ID: 760009317, Parcel ID: 760145849 I1 to C2 Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

City Administrator Tom Ourada stated that this was a request from the property owner that has transferred properties back and forth with another entity and did deed some right of way to the City of Crete. This went to the Planning Commission and Ourada explained some the rezoning maps to the Council. The Planning Commission recommended that this go to the City Council.

Closed the Public Hearing at 6:19 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning Change Request. Parcel ID: 760015422, Parcel ID: 760009325, Parcel ID: 760009392, Parcel ID: 760015414, Parcel ID: 760009376, Parcel ID: 760145770, Parcel ID: 760009317, Parcel ID: 760145849 I1 to C2 Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.H. Consider the proposed Zoning Change Request. Parcel ID: 760015422, Parcel ID: 760009325, Parcel ID: 760009392, Parcel ID: 760015414, Parcel ID: 760009376, Parcel ID: 760145770, Parcel ID: 760009317, Parcel ID: 760145849 I1 to C2**

Approved the proposed Zoning Change Request. Parcel ID: 760015422, Parcel ID: 760009325, Parcel ID: 760009392, Parcel ID: 760015414, Parcel ID: 760009376, Parcel ID: 760145770, Parcel ID: 760009317, Parcel ID: 760145849 I1 to C2 Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.I. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Windstream Nebraska PR# 55621 at E 1st St, E 2nd St, Forest Ave, Grove Ave, Goldenrod Ln**

City Administrator Tom Ourada explained that when there are multiple properties on the application it takes Council approval.

Approved the Application for a Permit to Occupy City of Crete Right-of-Way from Windstream Nebraska PR# 55621 at E 1st St, E 2nd St, Forest Ave, Grove Ave, Goldenrod Ln Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.J. Consider the Application for a Permit to Occupy City of Crete Right-of-way from Windstream at 320 E 24th St, Crete, NE 68333**

Approved the Application for a Permit to Occupy City of Crete Right-of-way from Windstream at 320 E 24th St, Crete, NE 68333 Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.K. Consider the Application for a Permit to Occupy City of Crete Right-of-way from Windstream at Valleyview Dr, Boswell Ave, Longwood Dr. E 18th St, E 20th St, Hilltop Ct, Parklane St, and Code Ave**

Approved the Application for a Permit to Occupy City of Crete Right-of-way from Windstream at Valleyview Dr, Boswell Ave, Longwood Dr. E 18th St, E 20th St, Hilltop Ct, Parklane St, and Code Ave Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.L. Crete City Park Intern Project Scope and Fee Agreement**

City Administrator Tom Ourada explained that this is a project that JEO has some interns for the summer. As a City government, we have been talking about a park pavilion and restrooms. This is a good way to get some of the engineering and survey work done at no cost.

Approved the Crete City Park Intern Project Scope and Fee Agreement Carried with a motion by Anthony Fitzgerald and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

**4.M. Request to have carry out parking designation Old Main**

The Public Works Committee had a lengthy discussion and this has been denied. Mayor Dave Bauer added that the discussion the committee had was not because of the individual business as a whole but other business that could make other requests.

Denied the request to have carry out parking designation Old Main Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.N. Consider the Denton water/wastewater Interlocal Agreement**

The Community of Denton approached the City of Crete since they lost their Water/Wastewater Operator. Crete has provided some services in the past. The last time it was through a Mutual Aid Agreement, and this would be through a Interlocal Agreement.

Approved the Denton water/wastewater Interlocal Agreement Carried with a motion by Dale Strehle and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.O. Revisit the Brownfield grant for the south park complex**

City Administrator Tom Ourada stated that all of the activities that were in the proposal are covered 100% by the grant. The Parks and Rec committee reconsidered this.

Approved the additional alternate options for the Brownfield grant for the south park complex Carried with a motion by Anthony Fitzgerald and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.P. Consider authorizing the City of Crete to apply for the Safe Streets and Roads for All SS4A Grant**

City Administrator Tom Ourada stated that the City of Crete is applying for the Safety Action Plan that is required to apply for the full grant. This is an 80/20 grant.

Approved to authorize the City of Crete to apply for the Safe Streets and Roads for All SS4A Grant Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 6, No: 0

**4.Q. Consider authorizing the City of Crete to apply for the Public Water System Security Grant**

City Administrator Tom Ourada stated that this is a \$10,000 grant that normally comes out every year. We have applied and have received it in the past. We are asking to be able to apply for it again and focus on water system security for the well houses.

Approved to authorize the City of Crete to apply for the Public Water System Security Grant Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan

Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

#### **4.R. Consider authorizing the City of Crete to apply for the Community Development Block Grant for a portion of 15th Street**

City Administrator Tom Ourada stated that the City originally looked at 15th street before we had an LMI (low moderate income) designation based on having over 50% of the community in the LMI category. Once we had that designation we can apply for the north side paving project which paid for paving assessments for private individuals. The year prior to that we talked to the property owners along 15th st and what the assessments would look like and the majority of the owners disagreed with moving forward. Ourada has looked at the possibility of doing the worst portion of it and applying for a block grant. Ourada spoke to the committee about applying to do the worst part of the street and extending sidewalk at grant cost two more blocks. Considering if there is good bid numbers doing the next wide block going to the school. Ourada explained that the sidewalk portion was about \$130,000 the majority portion was about a little over \$1 million, and the other wide block was about \$400,00 the grant is about \$600,000

Approved to authorize the City of Crete to apply for the Community Development Block Grant for a portion of 15th Street Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

#### **5. Petitions - Communications - Resident Concerns**

#### **6. Officers' Reports**

- Parks and Recreation Director Liz Cody stated the following:
  - Thanked Nestle Purina for helping
  - Cleaned up the pool for the swim meet on Saturday, June 6<sup>th</sup>, 2026
  - The Crete Diamonds will be having tournaments this weekend at Tuxedo Park
  - T-Ball and Micro T-Ball have started
  - Swim Lessons will be starting this month
  - There is a set of replacement steps ordered for the diving board
  - Council member Anthony Fitzgerald asked about the mowing around the Crete Welcome signs. City Administrator Tom Ourada stated that the FOP used to help take care of that and now the Street Department will be helping.
- Library Director Jessica Wilkinson stated the following:
  - Raptors: Birds of Prey program took place earlier in the day as part of the Summer Reading Program.
- Building Inspector Trent Griffin provided the May 2026 Permit Log and stated that he anticipates that reroofing permit applications will be coming in.
- There were 23 weed letters that were mailed out only 2 properties had to be mowed.

- Council member Anthony Fitzgerald asked if Right of Way Permit Applications can be approved without having to come to City Council. City Administrator Tom Ourada stated that is in place and can be done but in the past the City Council had asked to see the permits.
- Fitzgerald asked if the new airport beacon would be installed later this summer and if the Airport Manager could give plenty of notice to Air Methods.
- City Administrator Tom Ourada stated the following:
  - Has been working with Engineering and Physics Associate Professor Cale Stolle and one of his engineering classes on a Crete Pedestrian Bridge project. This is the same location that the City of Crete is working with NDOT and JEO. Ourada recognized the work the Professor and students put into this project. The students used AI to create an image of how the pedestrian bridge could possibly look.
  - Ourada also worked with Associate Professor Engineering Joel TerMatt and his students on their capstone project which was equally exciting. Students had the opportunity to get real life experience while the City gained a different perspective from the students and professor.
  - The contractor started on the alley between 12<sup>th</sup> Street and 13<sup>th</sup> Street and Norman Ave and Oak Ave. There already will be a couple change orders.
  - JEO has started working at the City Park and when the finished project is complete it will be brought to the City Council.
  - Ourada received a call from DED asking if the City would like to include some additional items being done to be included in the Opportunity Zone submission. If the City of Crete gets selected for the Opportunity Zone that would be a large boost for housing and business development.
  - A number of people have called and met with Ourada about the budget cost cutting situation and no one has gone away saying the City should have done something different. He felt that people left enlightened and stated they didn't realize the complication of all that has to be considered, while some have shared their own experiences with this type of challenge.

**6.A. Planning Commission Meeting Minutes**

**6.B. Airport Advisory Board Meeting Minutes**

**6.C. May 2026 Permit Log**

**7. Adjournment**

The meeting adjourned at 6:50 p.m.

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Mayor

(SEAL)

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City Clerk

I, Nancy Tellez, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

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City Clerk

(S E A L)



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## CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

June 2<sup>nd</sup>, 2026 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street  
Post Office, 1242 Linden Avenue  
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

#### 2. Roll Call

Anthony Fitzgerald: Present  
Dan Papik: Present  
Dale Strehle: Present  
Present: 3.

#### 3. Items of Business

##### 3.A. Request to have carry out parking designation Old Main

After further discussion, the parking designation for Old Main was denied.

Recommendation was made to the City Council to deny the parking designation for Old Main. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

##### 3.B. Nuisance Property Discussion

Council member Dale Strehle discussed how a resident suggested putting the link to the

nuisance code on the city bill and the Crete News as a reminder for residents. The City does let residents know to go to the Crete website to look for general information, as well as city codes. Further discussion was held on different examples of nuisance property and how it's resolved and addressed.

### **3.C. Consider the Denton water/wastewater Interlocal Agreement**

City Administrator, Tom Ourada, discussed how the City has worked with Denton for 5-6 years. The City does testing for Denton, so an Interlocal Agreement would be a good benefit to Denton and also helps the City.

Recommendation was made to the City Council to approve Denton water/wastewater Interlocal Agreement. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

### **3.D. Apply for Community Development Block Grant for a portion of 15th Street**

City Administrator, Tom Ourada, discussed that about three years ago, the City sent out an estimated cost to residents on 15th Street, and many did not agree. The City is now eligible for a Block Grant that could help cover part. There are three options on 15th Street that the City is looking to apply the Block Grant to. The City would have to start by entering a cost that would be eligible for the Block Grant.

Recommendation was made to the City Council to approve Community Development Block Grant for a portion of 15th Street. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

## **4. Officers' Reports**

## **5. Adjournment**



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## **CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING**

June 2<sup>nd</sup>, 2026 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### **MINUTES**

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Post Office, 1242 Linden Avenue  
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### **1. Open Meeting**

#### **2. Roll Call**

Tom Crisman: Present

Ashley Newmyer: Present

Dale Strehle: Present

Present: 3.

#### **3. Items of Business**

##### **3.A. Discuss LB840 process and procedure**

##### **3.B. Discussion on Business Registration**

City Administrator Tom Ourada stated that there have been discussions on business registration. Ourada stated that there are many people that ask if businesses are legit and right now especially with roofers. Mayor Dave Bauer stated that this discussion will have to be continued since time was up for the meeting.

**3.C. Resolution 2026-08 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1230 and 1236 Main Ave for money owed to the City of Crete for Business Improvement District**

City Administrator Tom Ourada stated that this is how you have to do it when people do not pay for their assessments. You go through this process and put a lien on the property. That's a court action to execute that.

Recommend to the City Council Resolution 2026-08 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1230 and 1236 Main Ave for money owed to the City of Crete for Business Improvement District on June 16th, 2026 at 6:00 p.m. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**3.D. Resolution 2026-09 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1114 Main Ave for money owed to the City of Crete for Business Improvement District**

Resolution 2026-09 Resolution establishing a time and place for the hearing to levy assessments against certain real property at 1114 Main Ave for money owed to the City of Crete for Business Improvement District on June 16th, 2026 at 6:00 p.m. Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**4. Officers' Reports**

**5. Adjournment**



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## CITY COUNCIL PARKS & RECREATION COMMITTEE MEETING

June 2<sup>nd</sup>, 2026 at 5:00 PM

Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street

Post Office, 1242 Linden Avenue

City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### 1. Open Meeting

#### 2. Roll Call

Anthony Fitzgerald: Present

Kyle Frans: Present

Dan Papik: Present

Present: 3.

#### 3. Items of Business

##### 3.A. Revisit the Brownfield grant for the south park complex

City Administrator Tom Ourada stated that the services for the concept design & master plan services would be 100% covered through the Brownfield grant.

Recommend to the City Council the additional alternate options for the Brownfield grant for the south park complex. Carried with a motion by Kyle Frans and a second by Dan Papik.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dan Papik: Aye

Aye: 3, No: 0

##### 3.B. Crete City Park JEO Scope and Fee Agreement

Recommend to the City Council the City Park JEO Scope and Fee Agreement Carried with a motion by Kyle Frans and a second by Dan Papik.

Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dan Papik: Aye

Aye: 3, No: 0

### **3.C. Discuss Tuxedo Park restrooms**

City Administrator Tom Ourada stated that there was a design from JEO and waited until the FEMA project was done. When the south park property purchase there was discussion on investing on the restrooms. Now with the EMF and the other things there are challenges with it would be maybe 3 to 5 years. We can look for grants to help with the construction of new restrooms.

### **4. Officers' Reports**

### **5. Adjournment**



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## **CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING**

June 2<sup>nd</sup>, 2026 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### **MINUTES**

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street  
Post Office, 1242 Linden Avenue  
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

#### **1. Open Meeting**

#### **2. Roll Call**

Tom Crisman: Present

Kyle Frans: Present

Dan Papik: Present

Present: 3.

#### **3. Items of Business**

##### **3.A. Crypto Currency Ordinance discussion**

City Administrator Tom Ourada stated that the committee was presented with the data at the last meeting but were short on time to finish the conversation. The committee was provided with the City of Lincoln's Ordinance on putting the warning stickers on the crypto currency machines. Dr. Sara Brown Stated that she had additional data if anyone would like more information. There was discussion on putting the stickers on the machines and if there would be a fee in case of a violation.

Recommend to the City Council to have the City Attorney draft a Crypto Currency Ordinance Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Kyle Frans: Aye, Dan Papik: Aye

Aye: 3, No: 0

**4. Officers' Reports**

**5. Adjournment**

**RESOLUTION NO. 2026-12**

**A RESOLUTION OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA, TO LEVY SPECIAL ASSESSMENTS AGAINST CERTAIN REAL PROPERTY DESCRIBED AS CRETE CITY LOTS 10 AND 11, BLOCK 143, ORIGINAL TOWNSHIP, CITY OF CRETE, SALINE COUNTY, NEBRASKA**

WHEREAS Neb. Rev. Stat. 19-4015 to 19-4038 authorizes municipalities in the State of Nebraska to create business improvement districts for specific purposes and to assess the costs of the district purposes to the properties within the district; and

WHEREAS in 2024, the City of Crete passed Ordinance 2219 establishing the Main Avenue Business Improvement District for the purpose of providing sidewalk snow removal, weed control, and general landscaping in within the district; and

WHEREAS each property within the Main Avenue Business Improvement District was assessed an annual tax of \$5.76 per liner front foot; and

WHEREAS 1230, 1232, and 1236 Main Avenue is within the Main Avenue Business Improvement District; and

WHEREAS 1230, 1232, and 1236 Main Avenue is owned by Becker Industries, LLC with the registered address of 1855 Dunraven Lane, Lincoln, NE 68523-9067; and

WHEREAS 1230, 1232, and 1236 Main Avenue's front footage along Main Avenue totals 44 feet; and

WHEREAS 1230, 1232, and 1236 Main Avenue's annual assessment totals \$253.44; and

WHEREAS Becker Industries, LLC has refused to pay the 2024-2025 Business Improvement District Fee after receiving multiple notices of the need to pay.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA:**

There is hereby levied a special assessment in the amount of \$253.44 against the real property described below:

Lots 10 and 11, Block 143, Original Township, City of Crete, Saline County, Nebraska; commonly known as 1230, 1232, and 1236 Main Ave, Crete, Nebraska 68333 (the "Property"); and

Such special assessment shall be a lien against the real property on which it is levied and shall draw interest at the rate of fourteen percent (14%) per annum from the date of passage of this Resolution until the same is paid in full. The City Clerk shall forward a notice of special assessment to the County Treasurer for Saline County, Nebraska, with instructions to place upon the records of the office of said County Treasurer the imposition of this lien upon the real property identified above, and said County Treasurer shall be authorized to collect and remit payment of these liens, including interest and filing fees, to the City of Crete, Saline County, Nebraska.

If any section or part of this Resolution is held invalid for any reason, such section or part shall be deemed separable, and the invalidity itself shall not affect the validity of any other provision of this Resolution.

This Resolution shall take effect and be in full force from and after its passage and approval as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF June, 2026

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Dave Bauer, Mayor

ATTEST:

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Nancy Tellez, Clerk

**RESOLUTION NO. 2026-13**

**A RESOLUTION OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA, TO LEVY SPECIAL ASSESSMENTS AGAINST CERTAIN REAL PROPERTY DESCRIBED AS CRETE CITY LOT 17, BLOCK 144, ORIGINAL TOWNSHIP, CITY OF CRETE, SALINE COUNTY, NEBRASKA**

WHEREAS Neb. Rev. Stat. 19-4015 to 19-4038 authorizes municipalities in the State of Nebraska to create business improvement districts for specific purposes and to assess the costs of the district purposes to the properties within the district; and

WHEREAS in 2024, the City of Crete passed Ordinance 2219 establishing the Main Avenue Business Improvement District for the purpose of providing sidewalk snow removal, weed control, and general landscaping in within the district; and

WHEREAS each property within the Main Avenue Business Improvement District was assessed an annual tax of \$5.76 per liner front foot; and

WHEREAS 1114 Main Avenue is within the Main Avenue Business Improvement District; and

WHEREAS 1114 Main Avenue is owned by Carlos Martinez and Edith Banos Rivas with the registered address of 1114 Main Ave, Crete, NE 68; and

WHEREAS 1114 Main Avenue's front footage along Main Avenue totals 22 feet; and

WHEREAS 1114 Main Avenue's annual assessment totals \$126.72; and

WHEREAS Carlos Martinez and Edith Banos Rivas have refused to pay the 2024-2025 Business Improvement District Fee after receiving multiple notices of the need to pay.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA:

There is hereby levied a special assessment in the amount of \$126.72 against the real property described below:

Lot 17, Block 144, Original Township, City of Crete, Saline County, Nebraska; commonly known as 1114 Main Ave, Crete, Nebraska 68333 (the "Property"); and

Such special assessment shall be a lien against the real property on which it is levied and shall draw interest at the rate of fourteen percent (14%) per annum from the date of passage of this

Resolution until the same is paid in full. The City Clerk shall forward a notice of special assessment to the County Treasurer for Saline County, Nebraska, with instructions to place upon the records of the office of said County Treasurer the imposition of this lien upon the real property identified above, and said County Treasurer shall be authorized to collect and remit payment of these liens, including interest and filing fees, to the City of Crete, Saline County, Nebraska.

If any section or part of this Resolution is held invalid for any reason, such section or part shall be deemed separable, and the invalidity itself shall not affect the validity of any other provision of this Resolution.

This Resolution shall take effect and be in full force from and after its passage and approval as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF June, 2026

\_\_\_\_\_  
Dave Bauer, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Tellez, Clerk



June 1, 2026

Crete Fire & Rescue  
Box 411  
Crete, NE 68333

RE: ACH- Work Comp Supplement Renewal, year 1/3 \$4,777.00

**INVOICE AMOUNT: \$4,777.00**

Please remit payment to: Vyhnalek Insurance Agency LLC  
513 North School Street  
Wilber, NE 68465

If you have any questions, please feel free to contact me at the office: 402-826-9135, or via email: [craig@vyhnalekins.com](mailto:craig@vyhnalekins.com)

Regards,

  
Craig Vyhnalek  
Vyhnalek Insurance Agency

402-826-9135

[craig@vyhnalekins.com](mailto:craig@vyhnalekins.com)





**Plans of Insurance for the  
Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

Class 1 All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Board Member, Trustee, Administrative Personnel, Junior Member, Member in Training, Probationary Member, and Part-Time Employees of the Policyholder.  
Class 2 Career Personnel of the Policyholder.

	<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
<b>Section I: Death Benefits</b>			
A. Covered Injury Death Benefit	\$100,000	\$125,000	\$150,000
B. Covered Illness Death Benefit	\$100,000	\$125,000	\$150,000
C. HIV Positive Diagnosis Lump Sum Benefit	\$100,000	\$125,000	\$150,000
D. Bereavement Benefit	Up to \$10,000	Up to \$10,000	Up to \$10,000
E. Dependent Child Benefit (Per Child)	\$25,000	\$31,250	\$37,500
F. Seatbelt Benefit	\$25,000	\$31,250	\$37,500
G. Airbag Benefit	\$10,000	\$10,000	\$10,000
H. Final Expenses Benefit*	\$15,000	\$15,000	\$15,000
I. Spousal Benefit	Up to \$10,000	Up to \$10,000	Up to \$10,000
J. Surviving Spouse Education Benefit	Up to \$10,000	Up to \$10,000	Up to \$10,000
K. Dependent Child Education Benefit	Up to \$10,000	Up to \$10,000	Up to \$10,000

\* Includes repatriation to the funeral home as well as other locations, cremation, burial services, grave marker/headstone.

	Up to	Up to	Up to
<b>Section II: Impairment Benefits</b>			
A. Dismemberment, Loss of Speech or Hearing Benefit**	\$100,000	\$125,000	\$150,000
B. Vision Impairment Benefit**	\$100,000	\$125,000	\$150,000
C. Cosmetic Disfigurement from Burns Benefit**	\$100,000	\$125,000	\$150,000
D. Permanent Physical Impairment Benefit**	\$100,000	\$125,000	\$150,000
E. Felonious Assault Benefit	\$50,000	\$62,500	\$75,000
F. Impairment Modification Benefit**	\$50,000	\$50,000	\$50,000
G. Paralysis Benefit**	Up to \$100,000	Up to \$125,000	Up to \$150,000

\*\* Benefits payable are based on the percentage of impairment or loss as defined in the Policy.

	Up to	Up to	Up to
<b>Section III: Income Protection Benefits</b>			
A. Weekly Total Disability Benefits	\$600	\$650	\$700
A.i. Covered Injury Minimum Weekly Total Disability Benefit	\$100	\$100	\$100
A.ii. Covered Illness Minimum Weekly Total Disability Benefit	\$100	\$100	\$100
A.iii. Covered Injury Weekly Earned Income Replacement Benefit***	\$500	\$550	\$600
A.iv. Covered Illness Weekly Earned Income Replacement Benefit***	\$500	\$550	\$600
B. Partial Disability Benefit ***	\$600	\$650	\$700
C. Cost of Living Adjustment	Up to \$1,800	Up to \$1,950	Up to \$2,100
D. First Week Disability Benefit***	Up to \$1,000	Up to \$1,000	Up to \$1,000
E. Transition Benefit	Up to \$600	Up to \$650	Up to \$700
F. Retraining Benefit	Up to \$20,000	Up to \$20,000	Up to \$20,000

\*\*\* Benefits are payable in coordination with the Loss of Earnings Coverage as defined in the Policy.

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

**Section IV: Medical Expenses**

A.	Medical Expense Benefit****	Up to	<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
			\$20,000	\$35,000	\$50,000
B.	Plastic Surgery Expense Benefit****	Up to	\$25,000	\$25,000	\$25,000
**** We will not pay covered medical expenses incurred by an Insured Person that are paid or payable under Workers' Compensation, no fault auto or similar insurance.					

**Section V: Additional Benefits**

A.	Daily Hospital Confinement and Outpatient Treatment Benefit		\$25	\$30	\$35
B.	Daily Critical Care Benefit		\$50	\$60	\$70
C.	Family Expense Benefit	Up to	\$10,000	\$10,000	\$15,000
D.	Occupational Rehabilitation Benefit	Up to	\$5,000	\$10,000	\$10,000
E.	Mental Stress Management Benefit	Up to	\$10,000	\$10,000	\$15,000
F.	Traumatic Incident Benefit	Up to	\$5,000	\$10,000	\$10,000
G.	Health Insurance Premium Benefit	Up to	\$12,000	\$12,000	\$12,000

<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
\$4,777	\$6,766	\$8,986

**Annual Premium**  
*The annual payment option offers a one-year rate guarantee.*

Preparation Date: May 20, 2026  
 Renewal Date: July 21, 2026  
 Proposal ID: 78939  
 This proposal is valid for 90 days from the Preparation Date or until 1 day prior to the Renewal Date, whichever is later.  
 Underwritten by: AXIS Insurance Company

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

**DISCLOSURE STATEMENT**

All U.S. insurance coverage described in this proposal is provided by AXIS Accident & Health and underwritten by AXIS Insurance Company. Coverage may not be available in all U.S. states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on state laws. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of the state in which it is issued.

This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit AXIS Accident & Health from providing insurance, including, but not limited to, the payment of claims. Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act (PPACA). However, there are a number of types of insurance that are specifically exempt from the requirements of the PPACA.

Based on our understanding of the current law and regulations, it is our belief that the accident and health benefits provided under this program are exempt from the requirements of the PPACA. Similarly, we do not believe that this accident and health coverage qualifies as minimum essential benefits as set forth in the PPACA. AXIS Insurance Company continues to monitor PPACA laws and regulations to determine any impact on its products. Should there be any change that requires modification of this coverage, we reserve the right to change the policy and rates accordingly.

**GENERAL EXCLUSIONS AND LIMITATIONS**

The benefits contained in the Policy are subject to the following limitations:

1. All Covered Injuries and Covered Illnesses arising from the same Covered Activity shall be treated as a single Covered Injury or Covered Illness. If the Insured Person sustained a Covered Injury and a Covered Illness from the same Covered Activity and the amount payable or benefit period for a specific benefit is different for Covered Injuries and Covered Illnesses, the Company will pay the higher amount or adhere to the longer benefit period.
2. If an Insured Person suffers a Covered Injury or Covered Illness that is payable under more than one of the following benefits, the most the Company will pay is the greater of the largest principal sum or the largest single benefit amount payable shown on the *Policy Schedule of Benefits* for any benefit for which the Insured Person qualifies: Covered Injury Death Benefit; Covered Illness Death Benefit; HIV Positive Diagnosis Lump Sum Benefit; Dismemberment, Loss of Speech or Hearing Benefit; Vision Impairment Benefit; Permanent Physical Impairment Benefit or Paralysis Benefit.
3. If an Insured Person is covered under more than one Policyholder Blanket Accident Policy issued by the Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.

*This limitation may not apply when multiple Blanket Accident Policies are issued and an Insured Person is also covered under an Accidental Death &*

*Dismemberment Policy.*

*This limitation will apply when an Insured Person is covered under multiple Blanket Accident Policies; the Insured Person will not be covered under more than one local policy, more than one county policy, or more than one state policy.*

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Policy: declared or undeclared war or act of war; suicide or any attempt at it, while sane or insane; or intentionally self-inflicted Injuries while sane; mental or emotional disorders, except as specifically provided for by the Traumatic Incident Benefit or the Mental Stress Management Benefit; any Organized League Athletic Event, except as provided under the Policy; or commission of a felony. In addition, benefits will not be paid for services or treatment rendered by any person who is: employed or retained by Policyholder; living in the Insured Person's household; an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or the Insured Person.

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

**EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS**

In addition to the Exclusions provided under the Policy, no Income Protection Benefits shall be payable in the following instances, unless coverage is specifically provided: (1) during the Insured Person's incarceration in a penal or corrections institution. Payments may resume after incarceration as long as the Insured Person remains Totally Disabled and remains covered under the Policy; or (2) the Insured Person is not receiving Appropriate Care.

**LIMITATIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS**

1. Total Disability or Partial Disability claims resulting from athletic events that are not Organized League Athletic Events will be limited to a maximum period of up to 156 weeks.
2. In no event will benefits be payable to an Insured Person for more than one disability at the same time.
3. An Insured Person may reopen his or her claim at any time up to 5 years following a period of Total Disability or Partial Disability for either Covered Injuries or Covered Illnesses for which payments were made under this Policy.
4. If an Insured Person is covered by multiple Accident Policies issued by the Company, the total amount of Income Protection Benefits payable under all policies will be a weekly benefit amount up to a maximum of \$1,000.
5. If a Career Personnel Insured Person is approved for disability retirement or otherwise retires, all eligibility for Total Disability or Partial Disability terminates on the effective date of such retirement.

**EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT**

In addition to the Exclusions provided under the Policy, no Medical Expense Benefit or Plastic Surgery Expense Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. benefits paid or payable under any Workers' Compensation Act or similar law, or under any no fault automobile insurance plan or similar law. If an Insured Person settles a Workers' Compensation claim, including medical expenses under Workers' Compensation, medical expenses rising from the injury or occupational disease that led to the Workers' Compensation claim will be deemed to be payable under Workers' Compensation for purpose of determining Covered Medical Expenses; or
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

**DESCRIPTION OF BENEFITS**

**Section I: Death Benefits**

- A. Covered Injury Death Benefit** - This benefit is payable if an Insured Person sustains a Covered Injury that directly causes the loss of life.
- B. Covered Illness Death Benefit** - This benefit is payable if an Insured Person suffers a Covered Illness that directly causes the loss of life.
- C. HIV Positive Diagnosis Lump Sum Benefit** - If Insured Person tests HIV Positive as a result of participation in a Covered Activity, the Insured Person may choose to receive the HIV Positive Diagnosis Lump Sum Benefit in lieu of the Permanent Physical Impairment Benefit and/or Covered Illness Death Benefit or Covered Injury Death Benefit.
- D. Bereavement Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an amount up to the Maximum Benefit Amount will be paid for out-of-pocket expenses actually incurred by the Policyholder or Participating Organization for the following expenses that are directly associated with an Insured Person's loss of life: 1) reasonable cost of bereavement counseling and 2) the reasonable costs associated with the memorial service, wake, honor guard, or other tribute to the Insured Person. This benefit is payable to the Policyholder or Participating Organization.
- E. Dependent Child Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable for each Dependent Child.
- F. Seatbelt Benefit** - If a Covered Injury Death Benefit is payable under the Policy and the Insured Person's death occurred in an Accident while he or she was wearing a properly fastened automobile seatbelt, the Seatbelt Benefit is payable.  
**Airbag Benefit** - If the Seatbelt Benefit is payable, the additional Airbag Benefit Amount will be paid if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag) when the Accident occurred.
- G. Final Expenses Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit will be paid for out-of-pocket expenses actually incurred by the beneficiary for expenses directly associated with an Insured Person's loss of life.
- H. Spousal Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable to the Insured Person's Spouse.
- I. Surviving Spouse Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death, a benefit is payable for the surviving Spouse to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Spouse and the Company which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount provided in the Policy.
- J. Dependent Child Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death and a death benefit is payable under this Policy, a benefit is payable for expenses incurred by each Dependent Child for tuition, fees, books, room and board, transportation and any other costs payable directly to a school, or approved and certified by the school, up to the Maximum Benefit Amount provided in the Policy.

**Section II: Impairment Benefits**

- A. Dismemberment, Loss of Speech or Hearing Benefit** - If an Insured Person sustains a Covered Injury that directly causes a loss of speech, hearing or a dismemberment as defined in the Policy, an amount equal to 6.25% up to 100% of the Principal Sum is payable, based on the level of loss or dismemberment.
- B. Vision Impairment Benefit** - If the Insured Person, as a result of a Covered Injury, suffers a vision impairment as defined in the Policy, an amount equal to 2.75% up to 100% of the Principal Sum is payable. Benefits are payable for partial loss of sight as well as total loss of sight.
- C. Cosmetic Disfigurement from Burns Benefit** - If an Insured Person, as a result of a Covered Injury, suffers a Cosmetic Disfigurement from Burn due to a burn that is classified as third degree or a full thickness burn, a benefit is payable. The amount of the benefit will be based on a formula, which will be multiplied by the Principal Sum. The formula will take into account the area of the body which was burned. This benefit will be paid in addition to any other benefit payable under the Policy, with the exception of a benefit paid under the Dismemberment, Loss of Speech or Hearing Benefit for the same burned area.
- D. Permanent Physical Impairment Benefit** - If an Insured Person suffers a Covered Injury or Covered Illness which results in a Permanent Physical Impairment of a body part, we will pay a PPI Benefit. The impairment percentage assigned by the Physician is multiplied by the Principal Sum to determine the benefit payable.
- E. Felonious Assault Benefit** - If an Insured Person is participating in a Covered Activity and sustains a Covered Injury caused by a Felonious Assault directed at the Insured Person, an additional benefit is payable.

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

- F. Impairment Modification Benefit** - This benefit may be payable if, due to Total or Partial Disability, an Insured Person's physical limitation or impairment poses a safety risk or inhibits the Insured Person's ability to maintain independence in their current transportation or living situation. The benefit may pay for alterations to make the Insured Person's residence wheelchair accessible and/or habitable, and modifications to his or her motor vehicle. Impairment modifications are subject to written agreement and other requirements outlined in the Policy.
- G. Paralysis Benefit** - If an Insured Person suffers Paralysis resulting from a Covered Injury or Covered Illness, the Company will pay a percentage of the Principal Sum based on the type of Paralysis, provided that the Paralysis occurs within 365 days.
- Section III: Income Protection Benefits**

  - A. Weekly Total Disability Benefits**

    - A.i. Covered Injury Minimum Weekly Total Disability Benefit** – For Volunteers, payable up to lifetime while the Insured Person is Totally Disabled. For Career Personnel, payable for up to 5 years while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
    - A.ii. Covered Illness Minimum Weekly Total Disability Benefit** – For Volunteers, payable up to later of age 67 or five years, whichever is greater while the Insured Person is Totally Disabled. For Career Personnel, payable for up to 5 years while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
    - A.iii. Covered Injury Weekly Earned Income Replacement Benefit** – For Volunteers, payable up to lifetime and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. For Career Personnel, payable up to 5 years and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
    - A.iv. Covered Illness Weekly Earned Income Replacement Benefit** - For Volunteers, payable up to later of age 67 or five years, whichever is greater and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. For Career Personnel, payable up to 5 years and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
  - B. Partial Disability Benefit** - If a Covered Injury or Covered Illness results in a Partial Disability and permits the Insured Person to return to any Reasonable Occupation but at a lower rate of Weekly Earned Income, a benefit is payable of up to the Maximum Weekly Total Disability Benefit which would have been paid had the Insured Person been Totally Disabled. For Volunteers, benefits are payable up to later of age 67 or five years. For Career Personnel, benefits are payable for up to 5 Years.
  - C. Cost of Living Adjustments** - Adjustments are made at the greater of 5% or the CPI-U (up to 8%) on the Review Date of the Covered Injury or Covered Illness continuous disability. COLA adjustments are compounded after each Review Date not to exceed three times the Maximum Weekly Total Disability Benefit amount.
  - D. First Week Total Disability Benefit** - For the first week of Total Disability, a benefit of up to \$1,000 is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit, the Weekly Earned Income Replacement Benefit and the Loss of Earnings Coverage.
  - E. Transition Benefit** – If an Insured Member is released to return to his or her primary employment after having received disability benefits under this Policy due to Covered Injury or Covered Illness, and their position at their primary employer has been terminated due to said Covered Injury or Covered Illness, disability benefits previously payable will continue to be paid for a period of up to 26 weeks while the Insured Person actively seeks employment.
  - F. Retraining Benefit** - If as a result of a Covered Injury or Covered Illness an Insured Person cannot find and maintain a Regular Occupation, the Company will pay for the Insured Person to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Insured Person and us which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount provided in the Policy. Benefits for disability will continue as provided by the Policy while the Insured Person is actively participating in the program.

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

**Section IV: Medical Expense Benefits**

- A. Medical Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person incurs charges for Covered Medical Expenses as defined in the Policy, we will pay 100% of the Reasonable and Customary Charges up to the Maximum Medical Expense Benefit Amount provided. This Maximum is payable for all Covered Medical Expenses resulting from the same Covered Injury or Covered Illness.
- B. Plastic Surgery Expense Benefit** - If an Insured Person incurs expenses that exceed the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit, an additional amount from Covered Medical Expenses incurred for Medically Necessary plastic surgery due to a Covered Injury will be paid.

**Section V: Additional Benefits**

- A. Daily Hospital Confinement and Outpatient Treatment Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person:
  - is admitted to a Hospital on an Inpatient basis, a Daily Benefit Amount is payable for each full day of Inpatient Hospital confinement, not to exceed 730 days;
  - If after a period of being confined as an Inpatient in a Hospital, an Insured Person requires Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not exceed 730 days; or
  - If an Insured Person does not require confinement as an Inpatient in a Hospital, but does require Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not to exceed 365 days.For Outpatient treatment, only one payment per day will be made, regardless of the number of appointments the Insured Person attends.
- B. Daily Critical Care Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person is Hospital confined to an intensive care, trauma, critical care, burn or similar specialty unit, a Daily Benefit Amount is payable for each full day of such confinement, not to exceed 730 days. This payment is in lieu of the Daily Hospital Confinement Benefit.
- C. Family Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes an Immediate Family Member or a significant other to accompany the Insured Person for treatment or to help treat the Insured Person, a benefit is payable for reasonable expenses actually incurred and not reimbursed by another source up to the Family Expense Benefit limit. Expenses may include, but are not limited to; loss of wages, out of pocket expenses, hotel accommodations, parking, and childcare.
- D. Occupational Rehabilitation Benefit** - If an Insured Person is receiving Weekly Total Disability Benefits or Partial Disability Benefits, he or she may be eligible for a rehabilitation program. The Company will pay up to the Maximum Benefit Amount for the program as set forth in a written agreement. The goal of the rehabilitation program will be to return an Insured Person to the workforce in a Reasonable Occupation for which he or she is reasonably suited considering the Covered Injury or Covered Illness sustained.
- E. Mental Stress Management Benefit** - If, as a direct result of being actively engaged in a single emergency incident or repeated active engagement in emergency incidents involving the organization, an Insured Person suffers psychiatric or mental stress, a Mental Stress Management Benefit is payable. The Insured Person must be receiving care by a Physician properly licensed to provide care appropriate for the condition causing the psychiatric or mental stress.
- F. Traumatic Incident Benefit** - A benefit is payable for reasonable expenses for the services provided by a Traumatic Incident Stress Management Team, if such services are requested and authorized by the organization as a result of a Traumatic Incident. Expenses must be incurred within one year of the Traumatic Incident and are subject to the Traumatic Incident Benefit limit in the policy. The Traumatic Incident Aggregate Maximum Benefit Amount is the maximum that will be paid per Traumatic Incident regardless of the number of persons treated.
- G. Health Insurance Premium Benefit** - If, disability benefits are paid under the Policy, and as a result of a Covered Injury or Covered Illness, the medical or health insurance premiums previously paid the Insured Person's employer have been discontinued, the Company shall pay the amount the employer previously paid for those premiums. The benefit is payable if the Insured Person incurs out of pocket costs for said premiums.

**Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**  
*Benefits apply while performing a Covered Activity.*

**DEFINITIONS**

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

**Appropriate Care** means the determination of an accurate and medically supported diagnosis of the Insured Person's Total or Partial Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Total or Partial Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Auxiliary Member** means any person who is a member of the auxiliary to the Policyholder at the time of Covered Injury or Covered Illness.

**Benefit Period** means the period, shown on the *Policy Schedule of Benefits*, commencing with the date of the onset of the Total Disability or Partial Disability during which benefits are payable.

**Career Personnel** means employees or members of the organization that receive Weekly Earned Income for regularly working at least 30 cumulative hours per week as an emergency service provider for the Policyholder.

**Community Volunteer** means a non-member who helps the Policyholder and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

**Cosmetic Disfigurement from Burns** means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full-thickness burn caused by a source that is thermal, chemical, electrical, or nuclear. The surface area must be documented by a Physician according to the Rule of Nines or the Lund-Browder chart.

**Covered Activity** means any activity which is normal for an Insured Person while acting on behalf of the Policyholder and includes travel directly to and from such activity, as well as impromptu action (Good Samaritan) at the scene of an emergency regardless of the Policyholder's involvement. Covered Activity includes all athletic events sponsored by the Policyholder with the exception of Organized League Athletic Events, unless such coverage is purchased. The Covered Activity must be performed in the direction, or with knowledge, of an officer of the Policyholder, unless immediate action is required of the Insured Person at the scene of an emergency not on behalf of the Policyholder or any other organization.

**Covered Illness** means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force.

**Covered Illness Death** means any Covered Illness, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force and results in the death of an Insured Person.

**Covered Injury** means Accidental bodily injury sustained by the Insured Person during and/or resulting directly from an Insured Person's participation in a Covered Activity while coverage under the Policy is in force (independent of sickness, disease, mental incapacity or any other cause) and which is not otherwise defined as a Covered Illness.

**Covered Injury Death** means a Covered Injury sustained by an Insured Person during and/or resulting directly from a Covered Activity while this Policy is in force, and which results in the death of an Insured Person.

**Covered Medical Expenses** means the Reasonable and Customary Charges for any of the following services: medical or surgical treatment, preventative inoculation, Hospital confinement, Home Healthcare, nursing services prescribed and monitored by a Physician, Post exposure Prophylaxis protocol (PEP) treatment, when such treatment is advised by the attending Physician, Infectious Disease screening test (s), or Post exposure preventive inoculations as a result of participation in a Covered Activity.

**CPI-U** means the Consumer Price Index for all Urban Consumers, published by the United States Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

**Dependent Child** means any unmarried child of an Insured Person who is dependent and under the age of 26 upon an Insured Person and claimed on an Insured Person's most current federal tax return or qualified court document showing at least 50% financial responsibility.

**Emergency Volunteer** means a person physically present at the time of the emergency, and who is not responding/acting as a member of any emergency service organization, who has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

## **Plans of Insurance for the Crete Fire and Rescue, Crete Ambulance Service**

*Benefits apply while performing a Covered Activity.*

**Felonious Assault** means any willful or unlawful use of force upon an Insured Person:

1. with the intent to cause bodily injury to an Insured Person;
  2. that results in bodily harm to an Insured Person; and
  3. that is a felony or misdemeanor in the jurisdiction in which it occurs.
- Felonious Assault** does not include any willful or unlawful use of force upon an Insured Person by another Insured Person.

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**Home Healthcare** means Medically Necessary services provided and billed by the Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment.

**Home Health Agency** means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity and must be certified by a competent governmental authority in the jurisdiction where the services are rendered, as meeting requirement of Title XVIII of the Social Security Any, as amended, for home health agencies.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

**Infectious Disease** means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: Spouse, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

**Inpatient** means confined overnight as a registered bed-patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

**Insured Person** means any person who is listed as an Eligible Person on the *Policy Schedule of Benefits*.

**Loss of Earnings Coverage** means any disability benefits or salary continuance received from:

1. the benefits payable in accordance with any Workers' Compensation Act or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
2. the income benefit provided by or through any automobile insurance plan or any government plan of automobile insurance or similar insurance regulation or law;
3. the salary continuation or severance allowance provided by or through the employer;
4. the disability, retirement or other income benefits provided by or through the employer, the Policyholder, or the Insured Person; and
5. the amounts paid or payable under any group plan or insurance policy.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid by Insured Person, or any disability benefits payable under the United States Federal Social Security Act. If an Insured Person settles a Workers' Compensation claim, including Loss of Earnings or similar provisions of Workers' Compensation, the presumed amount of those Workers' Compensation benefits shall be considered Loss Earnings Coverage for the entire duration of the Insured Person's Total Disability or Partial Disability.

**Medically Necessary** means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Illness for which it is prescribed or performed; (2) meet generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under his or her care, supervision or order.

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF CRETE, NEBRASKA, SPONSOR OF THE CRETE MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2026.

The following resolution was introduced by \_\_\_\_\_, read in full, seconded by \_\_\_\_\_ and considered:

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF A STATE GRANT AGREEMENT FOR PROJECT NO. SA-10, TO BE SUBMITTED TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION TO OBTAIN STATE FINANCIAL AID IN THE DEVELOPMENT OF THE CRETE MUNICIPAL AIRPORT.

Be it resolved by the Mayor and members of the City Council of Crete, Nebraska, that:

1. The City of Crete shall enter into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. SA-10 for the purpose of obtaining state financial aid in the development of the Crete Municipal Airport and that such agreement shall be as set forth hereinbelow.
2. The Mayor of Crete is hereby authorized and directed to execute said State Grant Agreement on behalf of the City of Crete, and the City Clerk is hereby authorized and directed to attest said execution.
3. The said agreement referred to herein above is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_\_\_ voted yea, and \_\_\_\_\_ voted nay, and the resolution therefore was declared passed and approved on \_\_\_\_\_, 2026.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## STATE GRANT AGREEMENT

### PROJECT NO. CEK SA-10

This is an Agreement by and between the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Department" and the City of Crete, Nebraska, hereinafter referred to as the "Sponsor."

#### RECITALS

The Sponsor has the title to or control of the Crete Municipal Airport and wants to develop or improve it. The Department agrees to help the Sponsor with the following development:

#### **Replace Beacon with New Beacon**

A summary of eligible project costs is attached to this Agreement for reference as "Exhibit A".

#### AGREEMENT

In consideration of these facts and the mutual covenants contained herein, the Department and Sponsor agree as follows:

This agreement is a State-aid only grant.

The Sponsor agrees that all developments listed above will be completed and will comply with the approved airport layout plan and the approved construction plans and specifications, as applicable. No development item shall be omitted or added without specific approval from the Department. If the work is contracted by the Sponsor, bids shall be taken as required by law and submitted to the Department for review prior to contract award.

The Department agrees to reimburse the Sponsor for **ninety percent (90%) of the actual eligible costs incurred** to complete this development, up to a **maximum of \$22,500** in State funds. "Eligible Costs" are defined as those necessary for this development and approved by the Department.

In the reimbursement to the Sponsor for work performed and material furnished, the Department agrees to honor approved progress estimates processed during the construction. Upon presentation of the final billings and estimates for the work completed by the Sponsor to the satisfaction of the Department, the Department agrees to reimburse the Sponsor in an amount based upon the actual incurred eligible costs of the improvements set forth in the above noted scope of development, the

attached Exhibit A, the approved plans, and any approved change orders. The total reimbursement shall not exceed the amount(s) set forth above.

## CONDITIONS

The terms and conditions of this Agreement shall remain in effect for 20 years from the date of execution by the Sponsor. If the development is land or easement acquisition, then the terms and conditions shall remain in effect for as long as the Sponsor owns this land or easement. The Sponsor will not sell, lease, encumber or otherwise dispose of airport real property, acquired with grant money from the Department, without the Department's approval.

1. The Sponsor will comply with the Department's State Aid Program and all applicable laws and regulations. The current version, dated May 16, 2025, is attached hereto as "Exhibit B" and incorporated herein by reference as of the execution of this State Grant Agreement.
2. The Sponsor will complete the project without undue delay. The project shall be subject to the Department's inspection.
3. The Sponsor will operate and maintain the airport as a public use facility in a safe and serviceable condition and will not permit any activity thereon that would interfere with its use for aeronautical purposes. The Sponsor is not required to operate the airport during temporary periods when snow, flood or other climatic conditions interfere. The Sponsor will comply with the minimum standards of maintenance and operation set by the Department and the Federal Aviation Administration.
4. The Sponsor will make this airport available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. In its operation of the airport, the Sponsor or any person or organization occupying space or facilities thereon will not discriminate against any person or class of persons because of race, color, religion, national origin, sex, handicap, or age and will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, or otherwise qualified handicapped status.
5. The Sponsor will insert and enforce provisions in any contract or other arrangement that grants a right or privilege to any person, firm or corporation to engage in any activity for furnishing services to the public at the airport. These provisions require the contractor to:
  - a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and,
  - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. However, it is allowable for the contractor to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6. The Sponsor will not grant or permit any person, firm or corporation an exclusive right to:
  - a. Use the airport to provide aeronautical services to the public; nor
  - b. Conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, or any other aeronautical activity.

However, the Sponsor may grant or exercise an exclusive right for furnishing non-aviation products and supplies or any non-aeronautical service.

7. The Sponsor will submit all leases, permits, and agreements for the airport to the Department upon request. The Department may withhold 20% of payments due to the Sponsor until all leases, permits and agreements are acceptable to the Department.
8. The Sponsor will provide a drug-free workplace at the site of work specified in this agreement.
9. The Sponsor will take appropriate action to ensure that the airspace required for airport operations is adequately cleared and protected. The Sponsor agrees, to the best of its ability, to prevent construction, erection, alteration, or growth of any object within or outside the boundaries of the airport which would create a hazard to aircraft operating at or near the airport or otherwise limit the usefulness of the airport. Appropriate actions may include removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and preventing the establishment or creation of future airport hazards. The Sponsor will, to the best of its ability, arrange for height restriction zoning of the area around the airport as allowed under Nebraska Statutes.
10. The Sponsor will keep a current airport layout plan that has the approval of the Department or the Federal Aviation Administration. The Sponsor will ensure that future development on the airport conforms to this plan.
11. The Sponsor will not enter into any transaction that would operate to deprive it, or any legal successor, of the rights and powers necessary to comply with any or all of the covenants made herein.
12. During the term of these covenants, the Sponsor will maintain a current system of airport accounts and records, using a system of its own choice sufficient to provide annual statements of income and expense. It will furnish the Department with such annual or special airport financial and operational reports as may be reasonably requested.

- 13. If this airport ceases be a public-use airport before the expiration of 20 years from the date of execution of this Agreement, or if any other covenants of this agreement are substantially violated without the Department's approval, the Sponsor will reimburse the Department as follows:

For any monies granted under this Agreement, the amount due the Department shall be according to the operation of the following formula:

$$\frac{\text{Months remaining}}{240 \text{ Months}} \times \text{Amount of Dept.'s money granted.}$$

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation, Division of Aeronautics this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

RESOLUTION - DO NOT SIGN  
 \_\_\_\_\_  
 Witness

RESOLUTION - DO NOT SIGN  
 \_\_\_\_\_  
 Director

Executed by the City of Crete this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

RESOLUTION - DO NOT SIGN  
 \_\_\_\_\_  
 City Clerk

RESOLUTION - DO NOT SIGN  
 \_\_\_\_\_  
 Mayor

**EXHIBIT A**

**Crete Municipal Airport (CEK)  
 Crete, Nebraska  
 Project No. SA-10  
 Replace Beacon with New Beacon**

**COST SUMMARY:** Estimated  
(May 2025)

**Construction**

IES Electric \$20,746.00

**Consultant (N/A)**

Design & Construction Services

Not Applicable \$0.00

Subtotal \$0.00

**Admin/Audit/Pub/Etc.**

Administrative \$254.00

Legal/Publication \$200.00

Subtotal \$454.00

**Contingencies**

\$3,800.00

TOTALS \$25,000.00

**SUMMARY OF FUNDS:** (May 2025)

Local \$2,500.00

State \$22,500.00

Total \$25,000.00

# STATE GRANT AGREEMENT

## PROJECT NO. CEK SA-10

This is an Agreement by and between the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Department" and the City of Crete, Nebraska, hereinafter referred to as the "Sponsor."

### RECITALS

The Sponsor has the title to or control of the Crete Municipal Airport and wants to develop or improve it. The Department agrees to help the Sponsor with the following development:

#### **Replace Beacon with New Beacon**

A summary of eligible project costs is attached to this Agreement for reference as "Exhibit A".

### AGREEMENT

In consideration of these facts and the mutual covenants contained herein, the Department and Sponsor agree as follows:

This agreement is a State-aid only grant.

The Sponsor agrees that all developments listed above will be completed and will comply with the approved airport layout plan and the approved construction plans and specifications, as applicable. No development item shall be omitted or added without specific approval from the Department. If the work is contracted by the Sponsor, bids shall be taken as required by law and submitted to the Department for review prior to contract award.

The Department agrees to reimburse the Sponsor for **ninety percent (90%) of the actual eligible costs incurred** to complete this development, up to a **maximum of \$22,500** in State funds. "Eligible Costs" are defined as those necessary for this development and approved by the Department.

In the reimbursement to the Sponsor for work performed and material furnished, the Department agrees to honor approved progress estimates processed during the construction. Upon presentation of the final billings and estimates for the work completed by the Sponsor to the satisfaction of the Department, the Department agrees to reimburse the Sponsor in an amount based upon the actual incurred eligible costs of the improvements set forth in the above noted scope of development, the

attached Exhibit A, the approved plans, and any approved change orders. The total reimbursement shall not exceed the amount(s) set forth above.

## CONDITIONS

The terms and conditions of this Agreement shall remain in effect for 20 years from the date of execution by the Sponsor. If the development is land or easement acquisition, then the terms and conditions shall remain in effect for as long as the Sponsor owns this land or easement. The Sponsor will not sell, lease, encumber or otherwise dispose of airport real property, acquired with grant money from the Department, without the Department's approval.

1. The Sponsor will comply with the Department's State Aid Program and all applicable laws and regulations. The current version, dated May 16, 2025, is attached hereto as "Exhibit B" and incorporated herein by reference as of the execution of this State Grant Agreement.
2. The Sponsor will complete the project without undue delay. The project shall be subject to the Department's inspection.
3. The Sponsor will operate and maintain the airport as a public use facility in a safe and serviceable condition and will not permit any activity thereon that would interfere with its use for aeronautical purposes. The Sponsor is not required to operate the airport during temporary periods when snow, flood or other climatic conditions interfere. The Sponsor will comply with the minimum standards of maintenance and operation set by the Department and the Federal Aviation Administration.
4. The Sponsor will make this airport available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. In its operation of the airport, the Sponsor or any person or organization occupying space or facilities thereon will not discriminate against any person or class of persons because of race, color, religion, national origin, sex, handicap, or age and will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, or otherwise qualified handicapped status.
5. The Sponsor will insert and enforce provisions in any contract or other arrangement that grants a right or privilege to any person, firm or corporation to engage in any activity for furnishing services to the public at the airport. These provisions require the contractor to:
  - a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and,
  - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. However, it is allowable for the contractor to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6. The Sponsor will not grant or permit any person, firm or corporation an exclusive right to:
  - a. Use the airport to provide aeronautical services to the public; nor
  - b. Conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, or any other aeronautical activity.

However, the Sponsor may grant or exercise an exclusive right for furnishing non-aviation products and supplies or any non-aeronautical service.

7. The Sponsor will submit all leases, permits, and agreements for the airport to the Department upon request. The Department may withhold 20% of payments due to the Sponsor until all leases, permits and agreements are acceptable to the Department.
8. The Sponsor will provide a drug-free workplace at the site of work specified in this agreement.
9. The Sponsor will take appropriate action to ensure that the airspace required for airport operations is adequately cleared and protected. The Sponsor agrees, to the best of its ability, to prevent construction, erection, alteration, or growth of any object within or outside the boundaries of the airport which would create a hazard to aircraft operating at or near the airport or otherwise limit the usefulness of the airport. Appropriate actions may include removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and preventing the establishment or creation of future airport hazards. The Sponsor will, to the best of its ability, arrange for height restriction zoning of the area around the airport as allowed under Nebraska Statutes.
10. The Sponsor will keep a current airport layout plan that has the approval of the Department or the Federal Aviation Administration. The Sponsor will ensure that future development on the airport conforms to this plan.
11. The Sponsor will not enter into any transaction that would operate to deprive it, or any legal successor, of the rights and powers necessary to comply with any or all of the covenants made herein.
12. During the term of these covenants, the Sponsor will maintain a current system of airport accounts and records, using a system of its own choice sufficient to provide annual statements of income and expense. It will furnish the Department with such annual or special airport financial and operational reports as may be reasonably requested.


13. If this airport ceases to be a public-use airport before the expiration of 20 years from the date of execution of this Agreement, or if any other covenants of this agreement are substantially violated without the Department's approval, the Sponsor will reimburse the Department as follows:

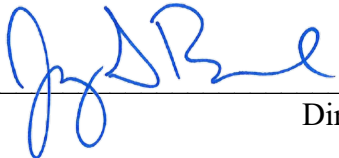
For any monies granted under this Agreement, the amount due the Department shall be according to the operation of the following formula:

$$\frac{\text{Months remaining}}{240 \text{ Months}} \times \text{Amount of Dept.'s money granted.}$$

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation, Division of Aeronautics this 8<sup>th</sup> day of June 2026.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Director

Executed by the City of Crete this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**EXHIBIT A**

**Crete Municipal Airport (CEK)  
Crete, Nebraska  
Project No. SA-10  
Replace Beacon with New Beacon**

**COST SUMMARY:** Estimated  
(May 2025)

**Construction**

IES Electric \$20,746.00

**Consultant (Olsson)**

Design & Construction Services

Not Applicable \$0.00

Subtotal \$0.00

**Admin/Audit/Pub/Etc.**

Administrative \$254.00

Legal/Publication \$200.00

Subtotal \$454.00

**Contingencies**

\$3,800.00

TOTALS \$25,000.00

**SUMMARY OF FUNDS:** (May 2025)

Local \$2,500.00

State \$22,500.00

Total \$25,000.00

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



## STATE AID GRANT PROGRAM Commission Approved May 16, 2025

Nebraska Department of Transportation  
(NDOT) Division of Aeronautics

# STATE AID GRANT PROGRAM

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# **STATE AID GRANT PROGRAM**

## **I. PROGRAM OVERVIEW AND INTENT**

The intent of the State Aid Grant Program is to assist in the development of public-use aviation facilities in Nebraska. This program includes state aid provided as part of a federally funded project.

The Nebraska Aeronautics Commission has two types of funds to allocate state grants: the Project Grant Fund, funded through the aviation fuels tax, and the Aeronautics Capital Improvement Fund, funded through a tax on the sales and use of aircraft.

Primary airports with scheduled, non-subsidized, commercial service are eligible to receive up to \$250,000 allocation in state aid per year in recognition of the substantial economic impact these facilities have in generating the funds used to provide state grants. Note: This allocation will be evaluated based on available funds for a given year.

Project approval and funding limits are determined by the Nebraska Aeronautics Commission. The Commission has the right to fund projects outside the scope of this program at their discretion.

## **II. WHO IS ELIGIBLE?**

- A. ANY MUNICIPALITY operating a public-use airport. A municipality can be an airport authority, city, county, or village.
- B. Airports must have a current state license and have no licensing violations unless the request being made is to correct licensing violations.

## **III. WHAT IS ELIGIBLE?**

To be eligible for the state aid program, the following requirements should be met:

- The project is reasonably consistent with the Nebraska System Plan for the development of the area in which the airport is located.
- The project can be completed without undue delay on the sponsor's part.
- The sponsor has sufficient funds to cover their share of the project.

The following are examples of eligible and ineligible projects. This is only a partial listing of projects. For questions on whether a project would be eligible for funding under this program, contact NDOT, Division of Aeronautics at 402-471-2371 or [NDOT.AeroEngineering@nebraska.gov](mailto:NDOT.AeroEngineering@nebraska.gov)

## STATE AID GRANT PROGRAM

### A. ELIGIBLE UNDER THIS PROGRAM

1. All federal grants (AIP, BIL, etc.) are eligible for state grant matching funds, apart from hangars, fuel storage, access roads and parking lots.
2. Grading, paving, and pavement rehabilitation, including seal coating and crack sealing of runways, taxiways, and aprons.
3. Lighting of eligible paved or graded items, including a vault, electrical equipment, beacon, standby generator, reflective markers, airport lighting, etc.
4. Visual Navigational Aids (Nav aids) - PAPI, REIL, ALS, etc. and AWOS. Emphasis will be placed on nav aids for instrument runways and on those needed for obstacle clearance.
5. Airport layout plans (ALP), Environment Assessment Reports (EA), and other planning studies.
6. Obstruction mitigation or removal of objects in the runway protection zones and objects violating state licensing or Part 77 obstruction standards.\* Includes the relocation of roads to allow necessary airport development.
7. Land and easement acquisition for all airport developments, including fencing and relocation.
8. Administration and terminal buildings - public-use areas only. Areas rented or reserved for private use are not eligible. Airport offices such as the manager's office or the authority's meeting room are eligible. The eligible amount will be determined by prorating the actual square feet of each area.
9. Related Items (listed below) are eligible at the same rate of participation as the item to which they are related.
  - a) Consulting and other fees, such as engineering, testing, advertising, administrative and legal fees. These fees are only eligible when the project they are related to is completed within a reasonable time. Typically, the fees are not reimbursed until after the construction/acquisition contracts are executed.
  - b) Related construction items like pavement repairs, utility relocation, incidental fencing, marking, seeding, drainage structures, ducts, etc.
10. Preliminary engineering for large projects (greater than \$1,000,000) to include 30% design, scope, pavement section and cost estimate. There are no guarantees of future funding to complete the project.

## **STATE AID GRANT PROGRAM**

### **B. NOT ELIGIBLE UNDER THIS PROGRAM**

#### **Not eligible under state-aid only grant program:**

- a. Security (TSA Part 1542) and guidance signs (FAR Part 139).
- b. Vehicles (SRE and ARFF) and associated buildings.
- c. Passenger lifts for commuter aircraft.
- d. Emergency Repairs. Note: Missing the standard deadline does not constitute an emergency.
- e. Other regular maintenance items to include tree trimming and removal on airport property.
- f. Paving access roads and parking lots and other landside needs.
- g. Runway development not shown on an approved ALP.
- h. Previously funded obstruction mitigation or removal. \*
- i. Previously completed projects.
- j. Hangars. \*\*
- k. Fuel storage. \*\*

\* The Aeronautics Commission will fund obstruction removal only once per area. For example, if a tree is removed as an obstruction but later regrows, removal will not be funded a second time.

\*\* Hangars and Fuel storage are eligible under the state loan programs.

## **IV. FUNDING LIMITS.**

State grants typically reimburse eligible project expenses at the following percentages:

- State Projects: up to 90% state funds
- State Projects acquiring land, terminal buildings or preliminary engineering: up to 50% state funds.
- Federal Projects: up to 2% state matching funds

State aid-only grants, funds are limited to \$250,000 per airport per fiscal year, except that runway rehabilitation/re-construction for state-aid only projects are limited to \$1,000,000. State matching funds requests allocated for a federal project are limited to a total of \$100,000. A federal project includes the entire scope of the federal grant. Multiple federal grants which are used to finance the same scope of work are considered one project.

A federally funded project with the same scope of work can receive funding for different phases (e.g., engineering and construction), but the total funding is capped at \$100,000. Multiple grant

## STATE AID GRANT PROGRAM

applications are allowed, but the total awarded cannot exceed this cap. Funding for one phase does not guarantee funding for future phases.

These provisions do not affect the primary airport allocations outlined in Section I.

### **V. GENERAL REQUIREMENTS AND CONDITIONS.**

- A. The existing airport and the proposed project must meet the Aeronautics licensing standards. The airport must have an approved airport layout plan (ALP), and the proposed project must follow the ALP. If not, 25% of state funds will be withheld from the sponsor until this is corrected.
- B. Any work completed prior to Commission approval must be essential to the development of the requested project and comply with the specifications in Section VII to be eligible for state aid-only grants.
- C. The sponsor must comply with all program requirements and state grant agreement assurances and conditions.

### **VI. APPLICATION.**

- A. APPLICATION. The airport sponsor must apply for funding on a form provided by Aeronautics. A grant application form entitled "Request for a State Aid Project Application Form" is available from the Aeronautics website or by mail upon request to Aeronautics.

A completed application consists of the form, sketches, photos, supporting information, and letters of support.

The Aeronautics Engineering Division will respond with recommendations and requirements. Additional information may be requested from the sponsor.

### **B. DEADLINES AND ALLOCATION DATES**

- 1. Applications for state aid are **due September 1**. Submission can be electronic or by mail.
- 2. Project hearings will be held at the Aeronautics Commission meeting in October. For State Aid only, you should plan on attending the October meeting in-person or on-line to present the project.
- 3. Exceptions. None.
- 4. Availability of State Funds. State funds will be available upon Commission approval as soon as the airport sponsor has completed steps A through I listed in Section VII.
- 5. One-year deadline for projects to be underway. State funds will be automatically

## **STATE AID GRANT PROGRAM**

withdrawn, without prejudice, if a state project does not have an executed construction contract one year after the allocation of state funds. For land acquisition projects, legal notice to landowners must be sent within one year. Airport sponsors can request Commission approval for an extension to the one-year deadline if circumstances warrant it.

State funds allocated to a federal project can be carried into the next fiscal year if the project has been delayed due to unforeseen federal funding delays that are no fault of the sponsor. For these projects, the funds will expire two years from the allocation date. As stated for state projects, the sponsor can request an extension past the two-year deadline.

### **VII. HOW THE PROGRAM WORKS.**

- A. APPLICATION is made to Aeronautics on the form referenced in Section VI.
- B. COMMISSION APPROVAL. The Nebraska Aeronautics Commission must approve all projects. Sponsors must generally present their request for aid to the Aeronautics Commission. If a Sponsor is unable to attend, either in-person or virtually, Aeronautics staff, or the Sponsor's consultant may present a project on behalf of a sponsor.
- C. STATE PRIORITIZATION METHODOLOGY MATRIX. Aeronautics runs every proposed eligible (IAW Section III A of this Program) project through the currently approved state prioritization methodology matrix. The resulting ranking of projects is used by the Nebraska Aeronautics Commission to assist in allocating state grant funds.
- D. If a proposed project DOES NOT MEET CRITERIA, it will be documented as such, excluded from the State approved prioritization methodology matrix and marked as INELIGIBLE in the materials presented to the Aeronautics Commission. The Aeronautics Commission will determine whether to address ineligible projects.
- E. LAND ACQUISITION. The sponsor must follow FAA guidelines if the airport is eligible for future federal funds. Aeronautics has a handout available on these guidelines. If the airport is not eligible for federal funds, the land must be appraised, and the appraisal must be acceptable to Aeronautics.

Once the land has been purchased, the sponsor must provide a copy of the recorded deed and either proof of title insurance or a title opinion showing the city or county as owner. Aeronautics can reimburse for the land costs only after approving these documents. No construction can begin on the new property until Aeronautics approves the title insurance document of the title opinion.

## STATE AID GRANT PROGRAM

### F. ENGINEER, ARCHITECT or CONSULTANT

1. Selection. Aeronautics has no formal selection requirements. Aeronautics suggests that the sponsor contact two or more consultants before hiring a qualified consultant.
2. Contract. A written contract is required, and sample contracts are available. Aeronautics must approve the contract if the costs are to be eligible.
3. Eligible Costs. Only the consulting work related to eligible construction items, or the approved scope of work is eligible for reimbursement. If ineligible construction items are built, a prorated share of the engineering costs also will be ineligible. If a construction item is designed but not built, the engineering design costs for that item are ineligible.

### G. PLANS, SPECIFICATIONS AND MAINTENANCE PLAN. Aeronautics requires plans and specifications for all construction contracts exceeding \$49,999 per the Nebraska State Procurement Act (Nebraska Rev. Stat. § 73-802 through 73-819). A maintenance plan for the item being built is required for all paving projects.

1. Standard Specifications. For state-aid only projects, Aeronautics recommends using the NDOT Standard Specifications for Highway Construction and the Aeronautics general provisions.
2. Preparation. The sponsor must hire a registered engineer or architect with the appropriate qualifications to prepare these. The plans and specifications must be approved by Aeronautics before advertisement.
3. Maintenance Plan. Aeronautics will prepare a maintenance plan for the new pavement, to include the anticipated maintenance items, estimated costs and the years in which the maintenance should occur. The sponsor can use this plan or submit their own plan, which must be approved by the Aeronautics Engineering Division. A condition in the state grant agreement requires the sponsor to follow the plan.

Note: Eligible maintenance includes actions that slow the deterioration of airport infrastructure by identifying and addressing specific deficiencies. Throughout the infrastructure's useful life, the sponsor is responsible for budgeting and performing regular maintenance to maximize longevity and prevent major failures.

### H. BIDDING. For construction contracts estimated to exceed \$49,999 (\$50,000 or greater), the airport sponsor must advertise for bids in the local paper. Aeronautics generally recommends that the project is advertised three times. For construction contracts that are \$49,999 or less, the sponsor may solicit informal bids. The sponsor opens the bids and then sends Aeronautics a bid tabulation with their intent to award the contract subject to Aeronautics concurrence.

## STATE AID GRANT PROGRAM

- I. STATE GRANT AGREEMENT. Aeronautics will prepare a state grant based on known prices, after receiving the:
  1. bids on a construction project; or
  2. signed consultant contract on a planning project; or
  3. appraisals on a land project.
- J. EXECUTED CONTRACT. Aeronautics must concur in the award of contract. The signed contract must be bound with the proposal, bonds, specifications, etc. and one copy sent to Aeronautics.
- K. PAYING FOR THE PROJECT. The sponsor pays all costs as the work progresses. Aeronautics reimburses the sponsor upon receipt of the following documents.
  1. Engineering, Testing and Construction Charges. For state-aid only grants, these billings must be on Aeronautics' progress estimate form. A copy of the estimates, signed by the project engineer, must be sent to Aeronautics for approval. Aeronautics will check the estimates against the terms of the contract. Aeronautics recommends that the sponsor not pay these costs until Aeronautics has approved them.
    - a) Engineering & Testing. Billings based on actual charges and unit costs must be supported with time sheets, car logs, receipts, etc. If the testing is billed separately, a contract with the laboratory is required.
    - b) Construction. Aeronautics will check that time limitations and test results comply with the contract.
    - c) Change Orders. Changes to any contract must have Aeronautics approval or the costs may not be eligible. Change orders should be approved prior to implementation of the change. Failure to do so will affect eligibility.
  2. Other Charges. Generally, one copy of an itemized statement is required.
    - a) Publication. Proof of publication is required.
    - b) Legal. The statement must itemize the dates worked, who did the work, what was done, how many hours were worked on that date and the rate per hour. Expenses also must be itemized.
    - c) Appraisal. A contract and an itemized statement are required.
  3. Aeronautics Administration. Aeronautics administrative charges are actual staff time and expenses spent on each project. These charges can vary considerably depending

## STATE AID GRANT PROGRAM

on the project's complexity. Aeronautics does not bill the administrative costs but subtracts them from the state grant funds. These costs are eligible for reimbursement. **NO CHARGES FOR STAFF TIME WILL BE MADE FOR WORK DONE ON PROJECTS AFTER JULY 1, 2023.**

4. Summary of Project Costs. Aeronautics will prepare a Summary of Project Costs when sufficient charges are accumulated. The Statement will list all project costs submitted to date, ineligible costs, and the state's share of these costs. Aeronautics subtracts their project specific expenses from the state's share instead of billing the sponsor separately. The sponsor must return the signed Statement before state funds can be forwarded.

All funds are sent electronically to the Sponsor's designated bank account. The Sponsor completes a W9 ACH Enrollment Form provided by Aeronautics identifying the account. It normally takes 5 to 7 business days from receipt of the Statement of Cost until the funds are sent.

### L. PROJECT CLOSE OUT.

1. Final Construction Progress Estimates must include:
  - a) As-built plans (one set).
  - b) Explanation of overruns and underruns.
  - c) Final working/calendar day count.
  - d) As-built airport layout plan, if necessary.
2. Upon receipt of these items, Aeronautics will send a Certificate of Completion and Release to the contractor for signature. The contractor also must send in a Department of Labor Form 16 showing payment of all unemployment insurance. Aeronautics will not approve the final estimate until receipt of all items.
3. Final Costs. After all final construction estimates are approved, Aeronautics will send a worksheet to the sponsor listing all grant costs. The sponsor will have 30 to 45 calendar days to submit any additional costs previously overlooked. The sponsor also must send in copies of the cancelled checks (front & back) written for the grant.
4. Project Overruns. If costs have exceeded the approved state funds, the sponsor may request from the Commission at the scheduled October meeting an increase in funding of up to fifteen percent (15%). Overruns must be carefully and thoroughly justified.
5. Final Statement of Cost. The sponsor's signature on this shows their agreement of the

## **STATE AID GRANT PROGRAM**

settlement of all costs. Aeronautics will close the grant when the final funds are sent to the sponsor.

6. Grant Closeout. State-aid only grants are officially closed by vote of the Aeronautics Commission.

## ORDINANCE NO. 2277

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO BUSINESS REGULATIONS; TO CREATE SECTION 10-1501 AND 10-1502 OF THE CRETE MUNICIPAL CODE; TO PROVIDE GUIDELINES FOR CRYPTOCURRENCY ATMs AND BITCOIN ATMs AND PENALTIES FOR VIOLATING THE SAME.

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

**Section 1.** That Chapter 10, Article 15, Section 15-001 of the Crete Municipal Code be created as follows:

### **15-001 Definitions**

The following words as used in this chapter shall have the following meanings:

**Cryptocurrency** shall mean a virtual currency that utilizes cryptography to secure transactions that are digitally recorded on a cryptographically, secured, distributed ledger or blockchain.

**Crypto ATM or Bitcoin ATM** shall mean a stand-alone electronic kiosk that allows users to buy and sell cryptocurrency in exchange for cash or with a debit card.

**Blockchain** shall mean a decentralized ledger that stores information across a network of computers or nodes in blocks that are verified and validated to ensure legitimate and accurate transactions.

**Section 2.** That Chapter 10, Article 15, Section 15-002 of the Crete Municipal Code be created as follows:

### **15-002 Cryptocurrency Automated Teller Warning Notice.**

1. Any person or business operating, or providing access to, a functioning crypto ATM or Bitcoin ATM on its premises shall post a written warning in the form of a sign provided by law enforcement and within readable sight of the crypto ATM or Bitcoin ATM providing notice to customers and users of the potential fraud or scam risks associated with utilizing the crypto ATM or Bitcoin ATM.

2. Any person or business upon whom a duty is placed by the provisions of this chapter who shall fail or neglect or refuse to perform such duty shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of \$500.00, recoverable with costs.

3. Each day that a violation continues shall constitute a separate and distinct offense and shall be punished as such.

**Section 3.** That the above section shall be codified as part of the Crete City Code as stated herein.

**Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the \_\_\_ day of June, 2026.

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Mayor

ATTEST:

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City Clerk



