

**Public Works Committee Meeting**  
**Tuesday, March 21, 2023 5:00 PM**  
**Crete City Hall**  
**243 E 13th Street**  
**Crete, NE 68333**

**1. Open Meeting**

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

**2. Roll Call**

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

**3. Items of Business**

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Provide a recommendation to the City Council on a property owner's request to vacate Locust Street.
- 3.B. Discuss airport management and FBO (fixed base operator).
- 3.C. Discuss dumpsters for townhouses on 16th Street.
- 3.D. Discuss Waste Connection request for resolution on billing differences.
- 3.E. Discuss a paving district in the alley between 12th Street and 13th Street from Norman Avenue to Oak Avenue.
- 3.F. Provide a recommendation to the City Council on an agreement with JEO for services related to Solar Farm development at a cost of an estimated \$23,000.
- 3.G. Provide a recommendation to the City Council on a lease agreement with Allo to store equipment and materials on the City property at 9th Street and Pine Avenue.
- 3.H. Discuss annexation of Area 1 and Area 5.

**4. Officers' Reports**

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

**5. Adjournment**

**Disclaimers & Notices**

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at [www.crete.ne.gov](http://www.crete.ne.gov).

**REQUEST FOR  
FUTURE AGENDA ITEM**

If you have a specific topic or item you would like the City Council to act on or discuss at a future meeting, please fill out the form below. The topic or item will be reviewed by City staff, who may be able to assist you, or scheduled for a future meeting if the Mayor and Council agree to hear the matter.

Name: GARY F. LOTTROPE  
Address: 2051 EAST 13TH  
Telephone #: 402-641-4220  
Email: gLOTTROPE@GOL.COM  
Date of Request: FOR FEBRUARY 21ST AGENDA

**Description of Requested Topic or Item:**

I WISH TO HAVE LOCUST STREET, LOCATED  
AT THE EAST END OF FAIRCHILD DRIVE  
IN LOTTROPE HEIGHTS VACATED.  
THE STREET WAS DEDICATED AS PART OF  
LOTTROPE HEIGHTS IN 1975. WE HAVE MAINTAINED  
THE AREA FOR THE PAST 47 YEARS AND DO  
NOT WISH FOR IT TO BECOME A ROAD AS  
WE WILL NOT BE DEVELOPING LOTS 14, 15 & 16



Sec: 35  
Town: 8  
Range: 4E

760017263

LOCUST

760016526

760148150

760016496

76016488

760145548

760146547

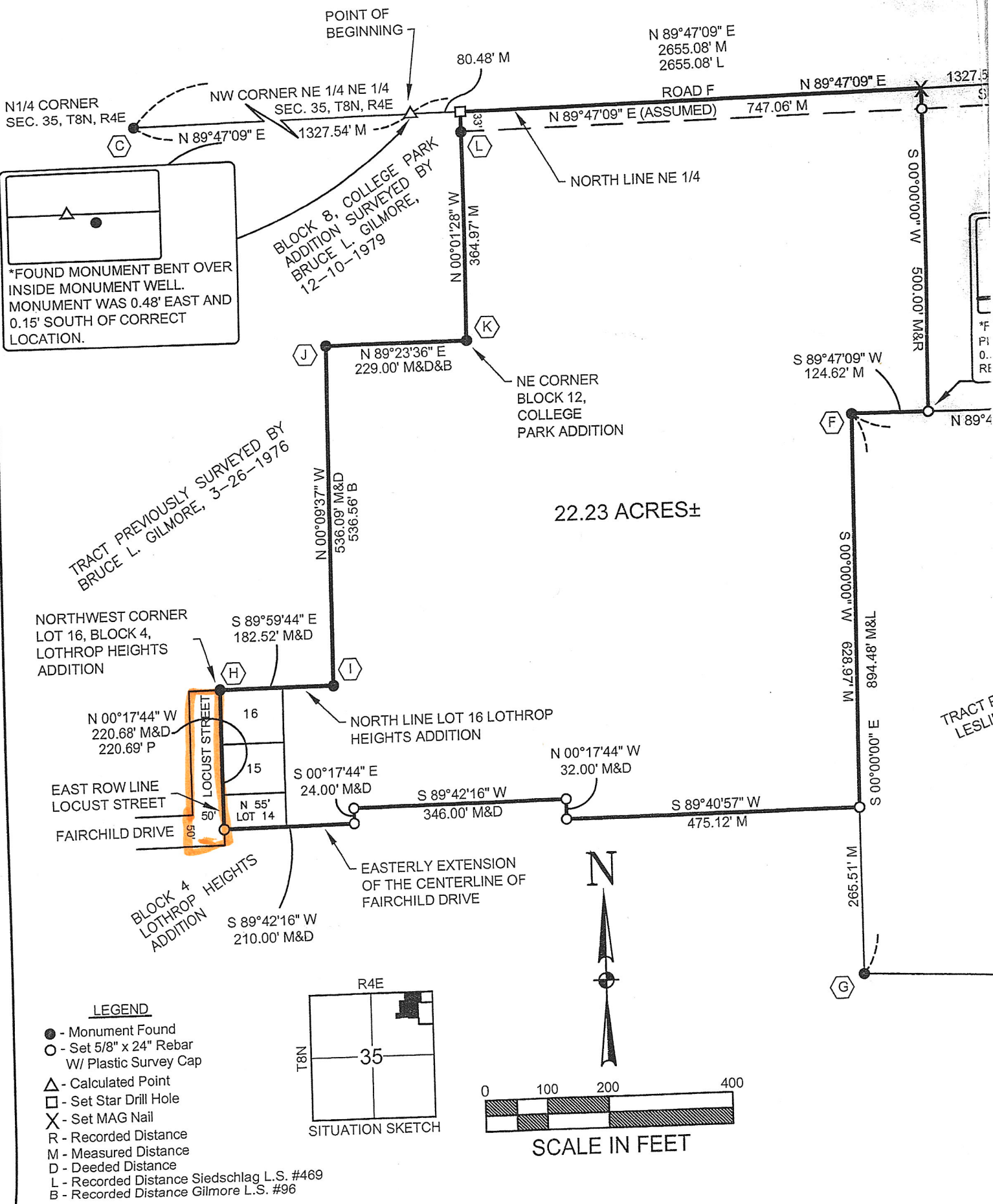
760017255

FRANKLIN

760016860

0 FARCHEL

0



2021- 01647

Gary F. Lothrop, DVM  
Eric S. Post, DVM  
Sarah Lothrop Post, DVM, MPH



607 County Road 2400  
Crete, NE 68333  
(402) 826-5149

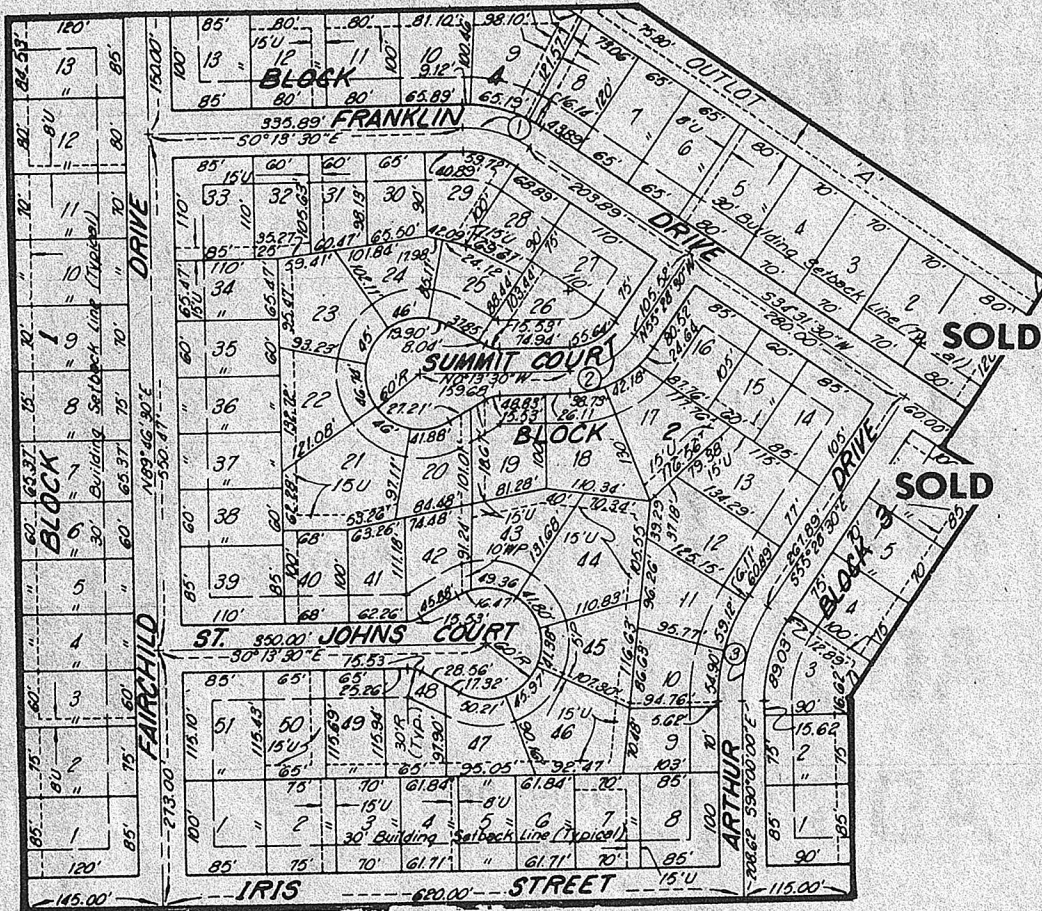
## Lothrop Animal Clinic

This is a copy of the first advertisement for the sale of lots in Lothrop Heights in the Crete News in 1975.

Locust street and the 3 lots to its East were platted just in case one of Frank and Alene Lothrop's children wanted to build on the edge of the development on farm ground.

The lots have never been listed or for sale, have had 19 trees growing on them since 1985 and the area has been mowed, sprayed and maintained by us since 1974.

# LOTHROP HEIGHTS



Crete's newest residential addition has available choice building sites for spring construction. The addition is conveniently located within walking distance of the new Crete Junior-Senior High School, Doane College and the College Heights Country Club. Full city services, hard surfaced streets, natural gas, and ornamental lighting are provided to lots without additional assessments. The lot sizes vary to accommodate any style of home with prices starting as low as five thousand dollars. For additional information call today.

LOTHROP HEIGHTS DEVELOPMENT CORPORATION

Ron Sack 826-2139

Frank Lothrop 826-3656



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of date signed by Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Crete Solar Farm Assistance (“Project”).

JEO Project Number: 222218.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Design:	\$ 18,000	Hourly*
Construction Admin:	\$ 5,500	Hourly*
Totals Services Estimated:	\$ 23,500	

\*Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be

exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

### 4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Crete, Nebraska

Engineer: JEO Consulting Group, Inc.

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

By: Matt E. Kalin

Title: \_\_\_\_\_

Title: Senior Electrical Project Manager

Date Signed: \_\_\_\_\_

Date Signed: March 17, 2023

Address for giving notices:

Address for giving notices:

City of Crete, Nebraska

JEO Consulting Group, Inc.

243 East 13<sup>th</sup> Street

404 South 25<sup>th</sup> Street; Suite B

Crete, Nebraska 68333-0086

Norfolk, NE 68701

Attn: Tom Ourada, City Administrator

Attn: Dave Peterson, Senior Electrical Engineer

SCOPE OF SERVICES

CRETE SOLAR FARM ASSISTANCE  
CRETE, NEBRASKA  
JEO PROJECT # 222218.00

1. **Project Description/Assignment:**

i. Solar Farm Assistance for Crete, Nebraska:

Provide engineering design assistance for the medium-voltage infrastructure to interconnect with the Owner's new solar farm. The Owner desires the Point of Interconnect (POI) to be an existing three-phase 4/0 spacer cable line. These improvements shall include a three-phase recloser with electronic control, group operated switch, and three-phase pad-mount transformer.

2. **Scope of Services:**

i. Design Phase:

A. Project Management

- a. Participation on any weekly or monthly progress meetings between Owner and solar farm developer, as needed basis only at the request of the Owner.
- b. Coordination and communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- c. Provide oversight, monitor internal team members, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
- d. Review billed hours by design team and prepare invoice statements for Owner.

B. 70% Preliminary Plan Set

- a. Assistance with completion of the Nebraska Public Power District (NPPD) Application for NPPD Approval to Connect Distributed or Local Generation Form K450.
- b. Coordination with NPPD on the metering requirements for real time data.
- c. Assistance with the review of any agreement document(s) between Owner and solar farm developer.
- d. JEO will prepare 70% preliminary plan of the project area and technical specifications. Plans and specifications to include:
  - i. General location maps.
  - ii. Technical specifications.
  - iii. Perform an internal quality assurance and quality control (QA/QC) review of the 70% complete plans and specifications.
- e. Revise plans and specifications based on the QA/QC comments.
- f. Submit an electronic submittal package for Owner's review and comments.

C. 90% Preliminary Plan Set

- a. Prepare 90% complete plans and specifications. Plans and specifications to include:
  - i. Revised and advanced plan sheets from the 70% complete set.
  - ii. Insertion of design detail sheets, if applicable.
  - iii. Develop major equipment Bill of Material; anticipated to include recloser and group operated switches. Owner already has procured pad-mount transformer.
  - iv. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete plans and specifications.
  - v. Revise the plans and specification in accordance with the review comments.
- b. Prepare 90% opinion of probable costs.

## EXHIBIT A

- c. Meet with Owner to review 90% plan, specifications and OPC. Meeting will be with City's designated representative(s). **(1 meeting)**.
- D. Final Plan Set
  - a. Finalize drawings and specifications subject to Owner's approval.
  - b. Prepare a list of final construction major equipment quantities and furnish an Engineer's Opinion of Cost.
  - c. Present completed final documents (Plans, Specifications, and Contract Documents) to Owner for review, approval, and review in detail by completing up to one (1) virtual meeting with Owner, as necessary, to present Final Design Documents and Opinions of Cost **(1-virtual meeting)**.
  - d. Provide AutoCAD or Shape Files of the system improvements for incorporation into Owner's GIS data.
3. Bidding and Negotiation Phase:
  - A. It is anticipated that the Owner will procure all materials for the project.
4. Construction Administration Phase
  - A. Review major equipment shop drawings and related data supplied to the Owner by the successful material supplier(s).
  - B. Consult with and advise Owner during construction.
  - C. Develop overcurrent relay protection settings and download into electronic control. **(1-meeting)**
5. Meetings Included in the Scope of Services
  - A. 90% Review Meeting with City's Designated Representative(s) (1-meeting)
  - B. Final Document Review. (1-virtual meeting)
  - C. Download settings into electronic control. (1-meeting)
6. Additional Services Not Included, But Could Be Negotiated If Needed or Provided on an Hourly Basis
  - A. Environmental permitting, assessments, or wetland delineation.
  - B. SWPPP Permit should not be needed unless project disturbs more than 1 acre of soil. SWPPP services will be negotiated as an additional service, if needed.
  - C. Geotechnical investigation and reporting
  - D. Materials testing during construction is the responsibility of the owner. JEO will assist the owner in hiring a testing company if desired.
  - E. Property appraisals or zoning modifications.
  - F. Preparation of right-of-way and easement descriptions/exhibits.
  - G. All permitting costs are the responsibility of the owner.
  - H. Meetings not outlined in the scope of services.
  - I. Any other item not outlined in the scope of services.
7. Estimated Time Frame
  - A. Design Phase – 45 calendar days from authorization to proceed.
  - B. Bidding & Negotiation Phase – Anticipated to be completed by Owner.
  - C. Construction Phase – after solar farm construction contract award including the delivery of Owner's major equipment and during the estimated construction period of 6 - 9 months.

## JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

## GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between the city of Crete, a Nebraska municipality (**Landlord**), and ALLO Crete, LLC, a Nebraska limited liability company (**Tenant**), as of \_\_\_\_\_, 2023 (**Effective Date**).

The Parties agree:

1. **DESCRIPTION:** Landlord leases to Tenant the area of ground within the fenced area identified on Exhibit A, attached hereto and incorporated herein by reference, consisting of approximately 5,000 square feet at the northeast corner of West 9<sup>th</sup> Street and Pine Avenue in Crete, NE (**Premises**).
2. **TERM:** The term of this Agreement (**Term**) shall commence as of the Effective Date and continue until January 31, 2024 at which time it shall terminate, unless sooner terminated or renewed as provided herein.
3. **RENT:** During the Term, Tenant shall pay to Landlord as Rent \$400.00 per month, with payment due on the first day of each month, and such Rent shall be prorated for any partial calendar months.
4. **USE:** Tenant shall use the Premises for a construction laydown yard. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose, which consent shall not be unreasonably conditioned, delayed, or withheld. Tenant shall comply with all applicable laws in connection with its use of the Premises.
5. **CONDITION OF PREMISES:** Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and "As Is" condition.
6. **ACCESS.** Access to the Premises shall be nonexclusive and granted to Tenant Monday through Friday from 7 a.m. to 4 p.m. or other hours of operation being kept by the city of Crete at the Premises. Access shall be shared with other users, tenants and owners.
7. **TAXES:** At any time, in the event improvements placed on the Premises by Tenant cause an annual tax increase over the taxes due in the year of the Effective Date of this Agreement (**Base Year**), Tenant shall, upon billing by Landlord and Landlord's provision of reasonable supporting documentation demonstrating the applicable increase, reimburse Landlord within twenty (20) days in the amount of the applicable tax increase. The obligations in this Section shall survive termination of this Agreement and Tenant shall remain obligated to pay taxes on improvements as stated herein that have accrued up to the date of termination or expiration of this Agreement.
8. **IMPROVEMENTS BY LANDLORD:** Landlord reserves the right to make improvements, alterations, or additions to the Premises, but shall not materially change the general

appearance, location or area of the Premises. Further, Landlord's improvements shall not unreasonably disturb or interfere with Tenant's personal property or use of the Premises.

9. **IMPROVEMENTS BY TENANT:** Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which consent may be granted or withheld in Landlord's sole discretion. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant's sole cost and expense, remove from the Premises all of Tenant's leasehold improvements, including without limitation, interior and exterior signs, trade fixtures and equipment, and other such items that have been installed or placed on the Premises by Tenant, by Tenant's predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as "Tenant's Property"), and Tenant shall repair all damage resulting from such removal.

10. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, including all appurtenances, in good, sanitary and neat order, condition and repair, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

11. **UTILITY CHARGES: Not Applicable.**

12. **WASTE:** Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE.** Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty (30) days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **INDEMNIFICATION.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Tenant's or Tenant's agents' and employees' use of the Premises during the Term, and Tenant hereby waives all claims against Landlord for damage to Tenant's Property or personal property or for injury to persons in and upon the Premises from any cause

whatsoever, except to the extent the same are the result of the gross negligence or willful misconduct of Landlord or Landlord's agents or employees.

15. **SECURITY**. Tenant acknowledges and agrees that it assumes sole responsibility for security at the Premises for Tenant's Property and personal property. Tenant acknowledges and agrees that Landlord will not provide any security system or security personnel at the Premises.

16. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Any such assignment or subletting without the consent of Landlord, shall be void and, at the option of Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

17. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

18. **DEFAULT**: Each of the following acts and omissions shall constitute a default and a breach of this Agreement:

- a. Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Tenant or Landlord whether instituted by or against Tenant or Landlord, as applicable, or any other similar action or proceeding.
- b. The failure of Tenant to pay the Rent for a period of ten (10) calendar days after Tenant receives written notice of such non-payment.
- c. The failure of Tenant or Landlord to comply with any other provision of this Agreement for a period of thirty (30) days after written notice of such failure; provided, however, in the event that such cure shall be reasonably expected to exceed thirty (30) days, Tenant's or Landlord's cure right shall be extended provided that such cure is commenced within thirty (30) days and such cure is diligently pursued.

19. **REMEDIES**: In addition to any other remedies available to the non-defaulting party, upon a default by a party, the non-defaulting party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

20. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall

have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

21. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall attorn to Landlord's successor in interest.

22. **TERMINATION**: Upon termination of this Agreement, Tenant shall:

- a. Deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.
- b. Leave undisturbed all non-trade fixtures and improvements.
- c. Remove from the Premises all trade fixtures and other personal property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or personal property.

23. **MISCELLANEOUS**:

No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at City of Crete, PO Box 86, Crete, NE 68333 and (b) if to Tenant, at ALLO Crete LLC, c/o President, 330 S. 21<sup>st</sup> Street, Lincoln, NE 68510.

Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

This Agreement shall be binding upon the successors in interest of the parties.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS AGREEMENT.

The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

**LANDLORD: City of Crete, a Nebraska municipality**

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

Its: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

**TENANT: ALLO Crete, LLC, a Nebraska limited liability company**

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

Its: President and CEO

Name: Bradley A. Moline

**EXHIBIT A**

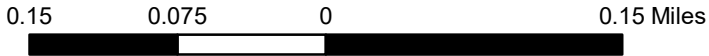


# Proposed Annexations



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

City Limits  
Proposed Areas

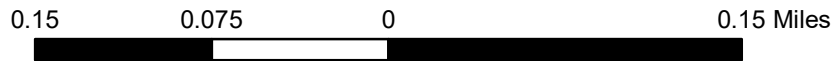


Author: Emerson Aschoff  
Data: The City of Crete

# Proposed Annexations



City Limits  
Proposed Areas



Author: Emerson Aschoff  
Data: The City of Crete