

Crete City Council Regular Meeting
Wednesday, July 5, 2023 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 20, 2023 Public Safety Committee Meeting minutes
- 3.A.2. June 20, 2023 Leg.Econ.Development Committee Meeting minutes
- 3.A.3. June 20, 2023 Finance Committee Meeting minutes
- 3.A.4. June 20, 2023 City Council Meeting minutes

3.B. Accept the City Treasurer's Report

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

3.D. Approve the Mayor's appointment of Jodeen Schwisow to the Crete Housing Authority for a term of June 1, 2028.

3.E. Approve Cline Williams invoices totalling \$45,205.68

3.F. Approve Isis Theater Renovation Change orders #007 & #008 in the amounts of \$5,146 & \$7,503 respectfully.

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. Public Hearing for Retail Liquor License from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill 1103 Main Avenue, Crete, NE.

4.B. Consider the application for a Retail Liquor License from PWR & DWD Rental Properties, LLC DBA Old Main Bar & Grill 1103 Main Avenue, Crete, NE.

- 4.C. Public Hearing to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-1 to R-3 from Dittmer & Dittmer, LLC. a parcel of land being a portion of land located in the North 1/2, of the northeast 1/4 section 26, T8N, R4E of the 6th P.M., Crete, Saline County, Nebraska.
- 4.D. Consider enacting Ordinance # 2173 To Amend The Zoning Ordinance from Dittmer & Dittmer, L.L.C.
- 4.E. Public Hearing to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-2 to R-3 from Crete Lumber & Farm Supply for Parcels 760009570, 76012991, 7601148366, all in blocks 21 and 168, Original Town, City of Crete, Saline County, Nebraska.
- 4.F. Consider enacting Ordinance # 2174 To Amend The Zoning Ordinance from Crete Lumber & Farm Supply.
- 4.G. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Allo Communications at PON: CRE-01-01.
- 4.H. Consider the Application for a Permit to Occupy City of Crete Right-of-Way from Allo Communications at PON: CRE-01-03.
- 4.I. Consider Ordinance NO. 2175 Relating to Wages and Salaries; To Amend Ordinance NO. 2157 To Adjust The Wages And Salaries Of City Officers and Non-Bargaining Unit Employees Of The City of Crete.
- 4.J. Consider a recommendation to the City Council on the purchase of BodyWorn Cameras and Rocket Communications Bundle in the amount of \$125,000 from the Police Department.
- 4.K. Consider the Application and Certificate for Payment from General Excavating in the amount of \$97,286.44 for all the work through 6/24/2023.
- 4.L. Consider Claim: 96A139963 to accept the revised ACV settlement offer of \$5,992.37 from Dairyland Insurance.
- 4.M. Consider the Department of Public Works Utility Account Write offs in the amount of \$34,290.37.
- 4.N. Consider the request from George A. Leavitt and Barbara J. Leavitt for the Administrative Subdivision of "Clover Ridge Addition" being a portion of the Northwest 1/4 of section 25 T8N R4E of the 6th P.M., Saline County, Nebraska.
- 4.O. Consider approval for an award of LB840 funding for 1228 Main Avenue in the amount of \$7,275.00

5. **Petitions - Communications - Citizen 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.



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

June 20th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

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
Dan Papik: Present
Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the Saline County Fair Parade Application SE23-03.

Gary Young, Chief of Police, explained the narrative of the route and that the police department has officers controlling the traffic so that the road is not closed. This route eases the need for manpower because they don't close off the road at Hawthorne anymore. As the fair parade spreads out, they are able to open Highway 33 as they cross and run traffic back and forth.

Approved a recommendation to the City Council on the Saline County Fair Parade Application SE23-03. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

3.B. Consider a recommendation to the City Council on Resolution No. 2023-12 related to the closing of Nebraska Highway 33 for the Saline County Fair Parade.

City Administrator Tom Ourada explained that anytime there is use of the highway, the Nebraska Department of Transportation does require a resolution and proof of insurance.

Approved a recommendation to the City Council on Resolution No. 2023-12 related to the closing of Nebraska Highway 33 for the Saline County Fair Parade. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

3.C. Consider a recommendation to the City Council approving the Police Department to apply for the TC Energy Build Strong Grant.

Chief Young explained Saline County is switching radio systems, which includes the city's fire department

Approved a recommendation to the City Council approving the Police Department to apply for the TC Energy Build Strong Grant. Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

June 20th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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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

Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the request for increased DTR funds in the amount of \$9,500 from 1229 Main Ave.

City Administrator Tom Ourada mentioned this request for increased DTR funds included all eligible projects and had been approved by the Southeast Nebraska Development District. The painting that will be done is incidental painting.

Approved a recommendation to the City Council on the request for increased DTR funds in the amount of \$9,500 from 1229 Main Ave. Carried with a motion by Tom Crisman and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.B. Consider a recommendation to the City Council on the request for increased DTR funds in the amount of \$11,000 from 1302 Main Ave, \$9,000 from 1314-1316 Main Ave, and \$1,000 from 120 E 13th St.

City Administrator Tom Ourada mentioned that this request was for multiple projects. There have been different people working on the changes at SENDD and the City.

Approved a recommendation to the City Council on the request for increased DTR funds in the amount of \$11,000 from 1302 Main Ave, \$9,000 from 1314-1316 Main Ave, and \$1,000 from 120 E 13th St. Carried with a motion by Tom Crisman and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.C. Discussion on LB840 application from Charpen Properties LLC.

City Administrator Tom Ourada mentioned that this is a preliminary meeting to discuss this LB840 application from Charpen Properties LLC. He also mentioned that we have their financials and we will review them.

4. Officers' Reports

5. Adjournment



CITY COUNCIL FINANCE COMMITTEE MEETING

June 20th, 2023 at 5:00 PM
Crete City Hall, 243 East 13th Street

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

Kyle Frans: Present

Dale Strehle: Present

Present: 2.

3. Items of Business

3.A. Consider a recommendation to the City Council on Resolution 2023-13 authorizing the City of Crete to become a participant of the Nebraska CLASS Trust; and the Declaration of Trust and Interlocal Agreement.

City Administrator Tom Ourada mentioned that this allows for different types of financing investment options.

City Clerk/Treasurer Jerry Wilcox explained that this is an interlocal agreement between the City, other municipalities, and a third-party provider which may be able to provide more competitive lending terms than local lenders. This third party works nationally and could provide the city with additional opportunities.

Approved a recommendation to the City Council on Resolution 2023-13 authorizing the City of Crete to become a participant of the Nebraska CLASS Trust; and the Declaration of Trust and Interlocal Agreement. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye
Aye: 2, No: 0

3.B. Consider a recommendation to the City Council on the Omnify Cafeteria Renewal.

City Administrator Tom Ourada mentioned that this is a renewal that provides employees with the option of this plan, which is deferred tax contributions.

Approved a recommendation to the City Council on the Omnify Cafeteria Renewal.
Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye
Aye: 2, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL REGULAR MEETING

June 20th, 2023 at 6:00 PM
Crete City Hall, 243 East 13th Street

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

Kyle Frans: Absent
Tom Crisman: Present
Anthony Fitzgerald: Present
Dan Papik: Present
Dale Strehle: Present

Present: 4, Absent: 1.

3. Consent Agenda

Approved Consent Agenda Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

3.A. Approve Meeting Minutes

3.A.1 June 6th 2023 Council Meeting Minutes

- 3.A.2 June 6th 2023 Finance Committee Meeting Minutes**
- 3.A.3 June 6th 2023 Public Safety Committee 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 James Dux to the Airport Advisory Board.**

4. Items of Business

4.A. Mayor's appointment of Ward III Council Member.

Approved Mayor's appointment of Ward III Council Member and standing committees. Carried with a motion by Dan Papik and a second by Tom Crisman.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.B. Public Hearing to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed special exception use permit requested by Sandhills Energy LLC to erect a utility facility in the form of a Solar Farm on parcel number 760147235, Crete, Saline County, Nebraska.

Opened Public Hearing at 6:06pm to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed special exception use permit requested by Sandhills Energy LLC to erect a utility facility in the form of a Solar Farm on parcel number 760147235, Crete, Saline County, Nebraska. Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 5, No: 0

City Administrator Tom Ourada stated that this is a triangular piece of city property that would be used for a solar farm and a new municipal water well. The City also has a long term power purchase contract with Sandhills at a very attractive rate.

Closed Public Hearing at 6:08pm to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed special exception use permit requested by Sandhills Energy LLC to erect a utility facility in the form of a Solar Farm on parcel number 760147235, Crete, Saline County, Nebraska. Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.C. Consider the special exception use permit requested by Sandhills Energy LLC to erect a utility facility in the form of a Solar Farm on parcel number 760147235, Crete, Saline County, Nebraska.

City Administrator Tom Ourada explained that the Public Works Committee, City Attorney John Zimmer and himself reviewed the eight application findings required. They found which ones did not apply and which ones did not impact anything and the ones that applied in favor.

Approved the special exception use permit requested by Sandhills Energy LLC to erect a utility facility in the form of a Solar Farm on parcel number 760147235, Crete, Saline County, Nebraska. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 5, No: 0

Council member Dale Strehle mentioned that all of the committee questions were answered by City Administrator Tom Ourada.

4.D. Approve payment of claims to Crete Ace Hardware in the amount of \$2,688.29.

The claims against the City usually go in the Consent Agenda. However, since council member Dan Papik has a conflict as he is the business owner he is abstaining from the vote on this item. He is able to vote on all the items that are listed on the Consent Agenda.

Approved payment of claims to Crete Ace Hardware in the amount of \$2,688.29. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye

Aye: 4, No: 0, Abstain (With Conflict): 1

4.E. Consider the Saline County Fair Parade Application SE23-03.

Council member Anthony Fitzgerlad stated that Chief of Police Gary Young had explained the parade route and its advantages for efficient traffic control.

Approved the Saline County Fair Parade Application SE23-03. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

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

Aye: 5, No: 0

4.F. Consider Resolution No. 2023-12 related to the closing of Nebraska Highway 33 for the Saline County Fair Parade.

City Administrator Tom Ourada stated that the Nebraska Department of Transportation requires a resolution and proof of insurance anytime there is use of the highway.

Introduced and approved Resolution No. 2023-12 related to the closing of Nebraska Highway 33 for the Saline County Fair Parade. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

Aye: 5, No: 0

4.G. Consider the Change Order Request No.005 from Kingery Construction Co. in the amount of \$42,679.00 for the Crete Isis Theater Phase I.

The Executive Director of the Blue River Arts Council, Shaylene Smith, explained the structural steel is necessary for the retractable screen and the new marquee and those contracts are already signed. Plans now call for leaving eaves exposed, making additional cross-bracing necessary while the contractor is already there. They already have this funding available.

Approved the Change Order Request No.005 from Kingery Construction Co. in the amount of \$42,679.00 for the Crete Isis Theater Phase I. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.H. Consider the request for increased DTR funds in the amount of \$9,500 from 1229 Main Ave.

City Administrator Tom Ourada stated that this request is from Jaime Casteñeda and has been fully reviewed by the Southeast Nebraska Development District. Council member Anthony Fitzgerald commented that the Community Development Committee have reviewed the additional costs and reasons for the increases.

Approved the request for increased DTR funds in the amount of \$9,500 from 1229 Main Ave. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.I. Consider the request for increased DTR funds in the amount of \$11,000 from 1302 Main Ave, \$9,000 from 1314-1316 Main Ave, and \$1,000 from 120 E 13th St.

City Administrator Tom Ourada mentioned that this request was from Mary Moser and was reviewed by various staff changes from SENDD and the City of Crete.

Approved the request for increased DTR funds in the amount of \$11,000 from 1302 Main Ave, \$9,000 from 1314-1316 Main Ave, and \$1,000 from 120 E 13th St. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.J. Consider a contract amendment for construction inspection for 22nd Street Box Culvert from Speece Lewis Engineers.

City Administrator Tom Ourada explained that this request was from the design and inspection engineer not the contractor and it increased the costs from construction day overruns up to \$48,500.

Council member Dale Strehle stated that this is needed to get the project done but they are disappointed at how long it has taken to complete.

Approved a contract amendment for construction inspection for 22nd Street Box Culvert from Speece Lewis Engineers. Carried with a motion by Dale Strehle and a second by Dan Papik.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 5, No: 0

4.K. Consider approving the Police Department to apply for the TC Energy Build Strong Grant.

Chief of Police Gary Young explained that Saline County is switching radio systems, which includes the city's fire department, as part of the change. The police department must install a mini trunking system for interoperability with about \$10,000 is able to pay for it and is working with the fire department to split the cost

Approved the Police Department to apply for the TC Energy Build Strong Grant. Carried with a motion by Dan Papik and a second by Tom Crisman.

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

Aye: 5, No: 0

4.L. Consider Resolution 2023-13 authorizing the City of Crete to become a participant of the Nebraska CLASS Trust; and the Declaration of Trust and Interlocal Agreement.

City Clerk-Treasurer Jerry Wilcox stated that this is an interlocal agreement between the City, other municipalities, and a third-party provider, which may be able to provide more competitive lending terms than local lenders. This third party works nationally and could provide the city with additional opportunities. This agreement doesn't mean the City has to use the third party; it merely provides for competition with local entities.

Introduced and adopted Resolution 2023-13 authorizing the City of Crete to become a participant of the Nebraska CLASS Trust; and the Declaration of Trust and Interlocal Agreement. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 5, No: 0

4.M. Consider the Omnify Cafeteria Renewal.

Mayor Dave Bauer stated that this is a renewal of the employee plan for deferred tax contributions towards things such as daycare and healthcare.

Approved the Omnify Cafeteria Renewal. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 5, No: 0

4.N. Consider the request from Dittmer & Dittmer for the Administrative Subdivision of Lot 2 of the East Ridge 1st Addition.

City Administrator Tom Ourada explained this administrative subdivision is similar to one approved at the last City Council meeting and is intended for individual ownership of the subdivided lots, which have completed two-unit residence/townhomes.

Approved the request from Dittmer & Dittmer for the Administrative Subdivision of Lot 2 of the East Ridge 1st Addition. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 5, No: 0

5. Petitions - Communications - Citizen Concerns

Steve Reisdorff commented on the following:

- Tax Increment Financing (TIF) and what he believes were misunderstandings about what it should be used for
- He believes the taxpayers' money has been given away for 15 years.
- He provided a copy of the statue 18-2116. Plan; approval; findings
- He commented on moving the dispatch center to Wilber and he believes the City could be saving \$300,000 a year and keep the services consolidated

Mayor Dave Bauer stated that City Attorney Alison J Borer had done a super job explaining the TIF process. The council did the right thing. We are expanding our community and local housing development is not keeping up with our demands.

Council member Anthony Fitzgerald mentioned that the other developer requesting TIF is a local builder and is partnering with an outside developer to build senior housing which is needed.

Theresa Vernon mentioned the plan to move the ballfields and also issues at Tuxedo Park.

Mayor Baurer stated that the City is still in discussions about other property. However, nothing is active currently and we do need to know about the park issues so we can find solutions.

6. Officers' Reports

- Chief of Police Gary Young mentioned the following:
 - Police Officer Audrey Arbuckle has won American Legion National Law Enforcement Officer of the Year, and received her state and regional honors recently; and will be going to North Carolina. She has also been asked to speak at a Jr. Cadet Legion Program.
- Joy Stevenson, Library Director commented the following:
 - Summer Reading Program has been going gangbusters; Youth Librarian Maridza Vasquez is doing a wonderful job.
 - Thanked City Administrator Tom Ourada for allowing City employees to participate for the 2023 Reading with Friends program.
 - The Food Truck Thursdays have been going well and they have a slot open for August. Will continue the rest of the summer.
- Liz Cody, Parks and Recreation Director stated the following:
 - Pool managers Luke Bonifas and MaShayla Burnett and swim coach Courtney have been growing and doing well.
 - Regional Swim meet will be on July 1st 2023.
 - Thanked Theresa Vernon for her comments. Tuxedo Park is an area that needs our attention.
- Tom Ourada, City Administrator mentioned the following:

- Reminded that before the next council meeting bid opening for the Transformer. Will be learning what the market is and the delivery expected time.
 - FOP negotiations on the morning of June 28th 2023.
 - City Park expansion project will be starting on July 24th 2023.
 - Will be meeting to discuss possible airport privatization.
 - A financial policy has been put together and modeled somewhat after Hastings and Norfolk. Will be reviewed by the Mayor and then the Finance Committee.
 - Will be starting to work on the budget in early July with the department heads and Finance Committee.
- Mayor Dave Bauer
- Welcomed new council member Ashley Newmyer
 - Reminded everyone that the next regular meeting will be moved to July 5th in observance the July 4th holiday on Tuesday.
 - Reminded residents that it's easy to be brought down by negative things but there are lots of positives. The City of Crete is blessed by things that are happening. People want to come back to Crete and that is why we are having the housing problems.

7. Adjournment

Meeting adjourned

6:55pm

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, 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.

City Clerk-Treasurer

(S E A L)

CITY COUNCIL
CLAIMS PAID

PAYEE	DESCRIPTION	AMOUNT
CRETE ACE HARDWARE	SHELF BRACKET	\$7.18
CULLIGAN WATER SERVICE	DRINKING WATER	\$108.00
NE DEPT OF AGRICULTURE	WEIGHTS & MEASURES	\$49.84
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$548.22
OLSON, CALVIN	REFUND HANGAR RENT	\$490.00
WASTE CONNECTIONS	SERVICES	\$75.64
WINDSTREAM	PHONE LINES	\$126.22
AIRPORT FUND	SUBTOTAL	\$1,405.10
AVA MACKE	CONSUMER DEPOSIT REFUND	\$96.91
CAMERON HOWER	CONSUMER DEPOSIT REFUND	\$61.36
CITY REVENUE FUND	CONSUMER DEPOSIT APPLIED	\$2,180.36
ELLE'S ON MAIN LLC	CONSUMER DEPOSIT REFUND	\$753.12
HIGINIA IXEN VICENTE	CONSUMER DEPOSIT REFUND	\$53.74
KUNERT, EDWARD E.	REFUND OF PAYMENT	-\$136.66
LAVONNE SUMMERLIN	CONSUMER DEPOSIT REFUND	\$150.00
MAKENNA KLUG	CONSUMER DEPOSIT REFUND	\$48.24
NATHAN MENSIK	CONSUMER DEPOSIT REFUND	\$131.46
SIMONIE MENDENHALL	CONSUMER DEPOSIT REFUND	\$45.58
TSOGBAYAR TSERENDAGVA	CONSUMER DEPOSIT REFUND	\$29.23
CONSUMER DEPOSIT FUND	SUBTOTAL	\$3,413.34
AQUA-CHEM INC	WWTP CHEMICALS	\$1,095.86
BEATRICE CONCRETE CO	CONCRETE	\$700.70
BOK FINANCIAL	BOND INT	\$6,867.50
CASELLE, INC.	SOFTWARE SUPPORT	\$1,682.61
CDW GOVERNMENT INC	COMPUTERS	\$2,113.21
CITY PAYROLL FUND	WAGES	\$80,374.20
CITY REVENUE FUND	UTILITIES	\$12,045.21
CLINE WILLIAMS LLP	PENSION PLAN REVIEW	\$83.53
CRETE ACE HARDWARE	CLEANING SUPPLIES	\$359.81
CRETE FOODMART	LAB SUPPLIES	\$62.32
CRETE LUMBER & FARM SUPPLY CO	SUPPLIES	\$600.71
DEPOSITORY TRUST COMPANY	BOND INT	\$34,913.75
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$32,646.24
DUTTON LAINSON COMPANY	SUPPLIES	\$5,655.18
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$106.81
EGAN SUPPLY CO	SUPPLIES	\$261.56
ESRI INC	SOFTWARE SUPPORT	\$462.00
GILMORE & ASSOCIATES INC	ENGINEERING	\$7,000.00
GRAINGER	TOOLS	\$325.82
JEO CONSULTING GROUP INC.	ENGINEERING	\$1,357.50
LINCOLN WINWATER WORKS	SUPPLIES	\$532.47
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$150.65
MCI VERIZON	TOLL FREE LINE	\$15.81
MIDWEST LABORATORIES INC	LABS	\$2,839.24
NeHHS LAB	LABS	\$17.00

JUNE 20, 2023

CITY COUNCIL

CLAIMS PAID

PAYEE	DESCRIPTION	AMOUNT
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$8,654.78
ORSCHLON FARM AND HOME STORE	SUPPLIES	\$195.63
QUADIENT FINANCE USA INC	POSTAGE	\$551.65
SCHUERMAN WELDING INC	REPAIRS	\$255.75
SEWARD COUNTY INDEPENDENT	PUBLISHING	\$157.07
SID DILLON FORD	TIRE REPAIRS	\$186.61
UNION BANK & TRUST	HSA FEES	\$30.00
UPS	POSTAGE	\$20.60
USABLUBOOK	SUPPLIES	\$869.66
UTILITIES SECTION	LINEWORKER SAFETY TRAINING	\$4,020.00
VERIZON WIRELESS	PHONES	\$463.30
VULCAN INDUSTRIES	SUPPLIES	\$586.00
WASTE CONNECTIONS	SERVICES	\$41,999.44
WESCO RECEIVABLES CORP	SUPPLIES	\$3,461.50
WINDSTREAM	PHONE LINES	\$445.27
UTILILTY FUNDS	SUBTOTAL	\$254,166.95
AMAZON CAPITAL SERVICES	BOOKS/MAGAZINES	\$1,988.87
AQUA-CHEM INC	CHLORINE PUMP	\$2,194.68
BAKER & TAYLOR	BOOKS/MAGAZINES	\$865.27
BAUER INSURANCE INC	NOTARY BOND	\$40.00
BEATRICE CONCRETE CO	CONCRETE	\$784.51
BLACK HILLS ENERGY	NATURAL GAS	\$1,042.46
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$2,938.96
CANON FINANCIAL SERVICES	COPIERS	\$255.00
CASELLE, INC.	SOFTWARE SUPPORT	\$933.39
CENTER POINT LARGE PRINT	BOOKS/MAGAZINES	\$23.97
CITY PAYROLL FUND	WAGES	\$153,741.02
CITY REVENUE FUND	UTILITIES	\$11,900.19
CLARKE MOSQUITO CONTROL PRODUCTS	REPAIRS	\$202.38
CLINE WILLIAMS LLP	PENSION PLAN REVIEW	\$121.47
CONSOLIDATED MANAGEMENT COMPANY	MEETING/TRAINING	\$241.50
CRETE ACE HARDWARE	SUPPLIES	\$2,321.30
CRETE FLORAL	PERPETUAL DECORATIONS	\$307.00
CRETE FOODMART	SUPPLIES	\$19.57
CRETE LODGING LLC	TIF BOND PAYMENT	\$61,764.05
CRETE LUMBER & FARM SUPPLY CO	SUPPLIES	\$347.52
CRETE VETERINARY CLINIC	ANIMAL BOARDING	\$412.82
DANA POINT DEVELOPMENT CORPORATION	TIF BOND PAYMENT	\$4,889.49
DANKO EMERGENCY EQUIPMENT CO	EQUIPMENT	\$475.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$279.46
EGAN SUPPLY CO	SUPPLIES	\$328.70
ENGINEERED CONTROLS INC	ACTUATOR REPAIR	\$852.94
ESRI INC	SOFTWARE SUPPORT	\$308.00
HAVLAT REPAIR	VEHICLE REPAIRS	\$645.50
HEATH SPORTS	UNIFORMS	\$20.00

JUNE 20, 2023

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CITY COUNCIL

CLAIMS PAID

PAYEE	DESCRIPTION	AMOUNT
HEIMAN INC	FD HELMETS	\$545.35
HULS BODY SHOP INC	TOWING	\$430.00
HUSKER ELECTRIC SUPPLY CO	SUPPLIES	\$279.60
JAY'S OIL CO	TIRE REPAIRS	\$144.45
JONES AUTOMOTIVE	REPAIRS	\$2,021.10
KAMAKE INC	TIF BOND PAYMENT	\$2,091.31
KUBICEK, LORI	REIMBURSEMENT	\$14.41
LEE'S REFRIGERATION	REPAIRS	\$1,081.63
MCI VERIZON	TOLL FREE LINE	\$48.00
NAPA AUTO PARTS	PARTS	\$41.37
NEBRASKA STATE PATROL	2023 MACH USER LICENSE FEES	\$288.00
NMC INC	924 CAT LOADER REPAIR	\$13,297.08
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
ONE BILLING SOLUTIONS LLC	EMS BILLING	\$4,283.51
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$911.30
ORSCHLHN FARM & HOME LLC	TIF BOND PAYMENT	\$45,872.45
ORSCHLHN FARM AND HOME STORE	SUPPLIES	\$419.94
OVERHEAD DOOR CO	REPAIRS	\$660.82
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
PAVERS INC	COLD MIX ASPHALT	\$490.78
PINNACLE BANK	BOX RENEWAL	\$15.00
QUADIENT FINANCE USA INC	POSTAGE	\$784.33
QUALITY SOUND & COMMUNICATIONS INC	WATER COOLER	\$147.00
QUILL LLC	OFFICE SUPPLIES	\$71.96
RAMOS, ZORAIDA	REIMBURSEMENT	\$21.62
REZAC, MATT	REFUND SWIM TEAM	\$75.00
SALINE COUNTY REGISTER OF DEEDS	FILING FEES	\$98.00
SAPP BROS PETROLEUM	FUEL	\$782.15
SECURITY EQUIPMENT INC	CAMERAS	\$7,760.00
SEWARD COUNTY INDEPENDENT	PUBLISHING	\$839.57
SID DILLON FORD	REPAIRS	\$61.14
SPECTRUM	CABLE & INTERNET	\$136.97
STRYKER SALES LLC	MEDICAL SUPPLIES	\$1,161.36
TELLEZ, NANCY	REIMBURSEMENT	\$197.15
THIS OLD HOUSE	SUBSCRIPTION	\$40.00
UNION BANK & TRUST	HSA FEES	\$62.00
UNION BANK & TRUST CO	BOND PAYMENT	\$20,071.25
VERIZON WIRELESS	PHONES	\$943.31
WASTE CONNECTIONS OF NEBRASKA INC	SERVICES	\$756.75
WILBER PLUMBING, HEATING & AIR	REPAIRS	\$8,892.18
WINDSTREAM	PHONE LINES	\$1,726.46
YARD BOSS	FERTILIZER	\$342.85
TAX FUNDS	SUBTOTAL	\$368,192.26
ALL FUNDS	TOTAL	\$627,177.65

JUNE 20, 2023

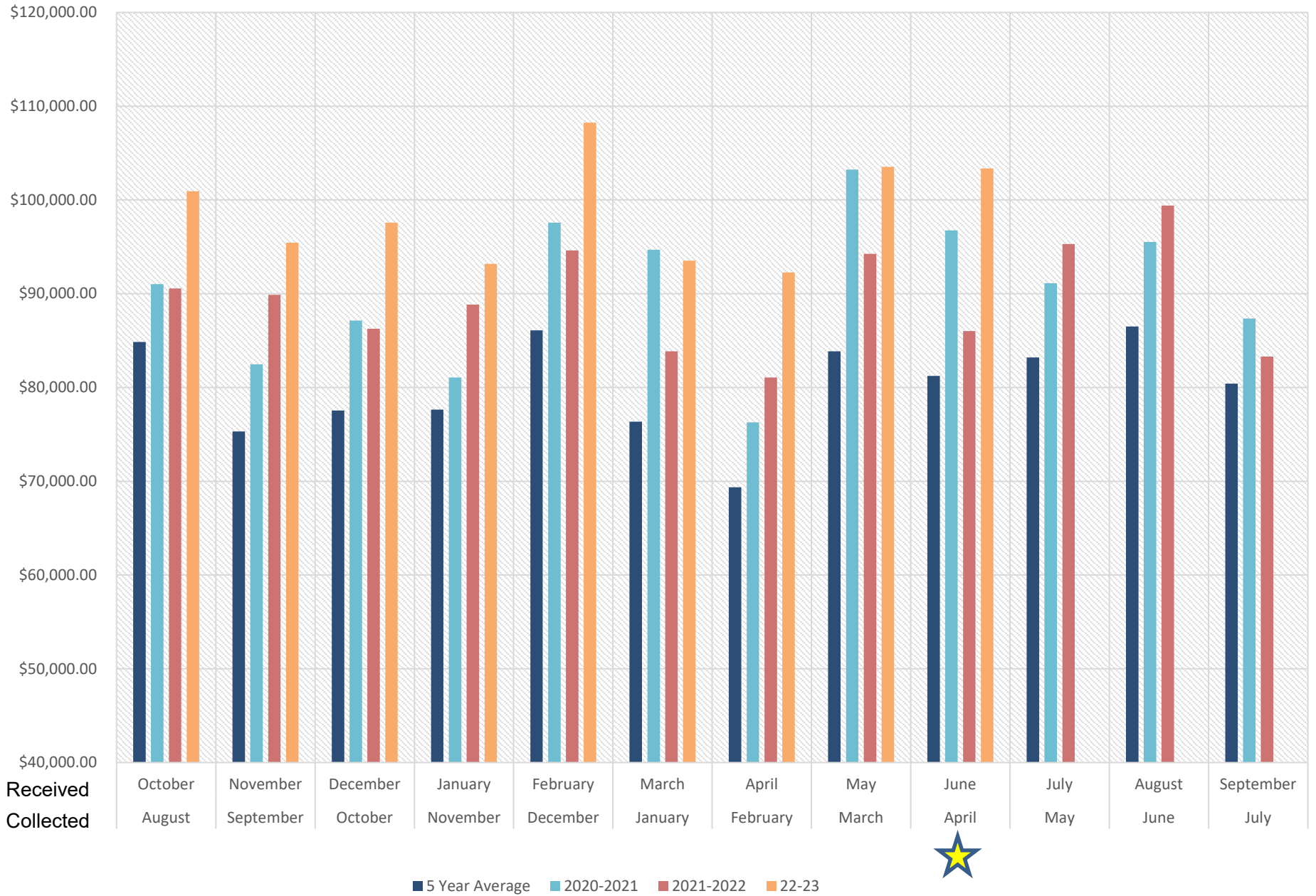
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6/30/2023

City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	FY2023 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$100,946.22	11.47%	\$84,867.62	\$50,473.11	\$21,000.00	\$10,500.00	\$18,973.11	(\$4,873.85)
September	November	\$82,476.13	26.54%	\$89,891.94	8.99%	\$95,435.14	6.17%	\$75,319.18	\$47,717.57	\$21,000.00	\$10,500.00	\$16,217.57	\$0.00
October	December	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$97,592.24	13.13%	\$77,547.71	\$48,796.12	\$21,000.00	\$10,500.00	\$17,296.12	(\$2,433.43)
November	January	\$81,061.09	2.17%	\$88,837.18	9.59%	\$93,189.55	4.90%	\$77,647.97	\$46,594.77	\$21,000.00	\$10,500.00	\$15,094.77	(\$8,631.44)
December	February	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$108,244.80	14.39%	\$86,097.49	\$54,122.40	\$21,000.00	\$10,500.00	\$22,622.40	\$0.00
January	March	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$93,536.46	11.54%	\$76,356.03	\$46,768.23	\$21,000.00	\$10,500.00	\$15,268.23	(\$18.69)
February	April	\$76,291.34	16.75%	\$81,072.44	6.27%	\$92,271.35	13.81%	\$69,367.38	\$46,135.68	\$21,000.00	\$10,500.00	\$14,635.68	\$0.00
March	May	\$103,246.38	32.68%	\$94,261.86	-8.70%	\$103,537.01	9.84%	\$83,858.04	\$51,768.51	\$21,000.00	\$10,500.00	\$20,268.51	(\$103.15)
April	June	\$96,756.13	38.48%	\$86,024.43	-11.09%	\$103,361.32	20.15%	\$81,233.46	\$51,680.66	\$21,000.00	\$10,500.00	\$20,180.66	\$0.00
May	July	\$91,114.61	22.82%	\$95,288.64	4.58%			\$83,196.01					
June	August	\$95,507.91	10.00%	\$99,404.95	4.08%			\$86,519.30					
July	September	\$87,368.56	4.88%	\$83,299.71	-4.66%			\$80,416.44					
Totals		\$1,084,254.67	17.05%	\$1,073,393.32	-0.58%	\$888,114.08	11.71%	\$962,426.65	\$444,057.04	\$189,000.00	\$94,500.00	\$160,557.04	(\$16,060.56)
						\$1,105,000.00	Budgeted Transfer to General Fund						
						Net Receipts	Monthly Transfer to General Fund						
						\$98,679.34	Average Net Receipts						
						\$92,083.33	Required						

City of Crete Net 1% Sales Tax Receipts



Report Criteria:

Vendor.Vendor number = 0-1059,1061-99999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)								
911 CUSTOM	1	Invoice	5.11 TACTICAL TACLITE P	06/20/2023	123.00		07/23	531-6477
Total 911 CUSTOM (5):					123.00			
ABIGAIL REHTUS (6302)								
ABIGAIL REHTUS	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	70.02		07/23	001-3500
Total ABIGAIL REHTUS (6302):					70.02			
AKRS EQUIPMENT (80)								
AKRS EQUIPMENT	1	Invoice	COOL-GARD II PRE-MIX	06/08/2023	40.35		07/23	401-5968
Total AKRS EQUIPMENT (80):					40.35			
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	06/16/2023	292.68		07/23	701-9740
Total ALL COPY PRODUCTS INC (100):					292.68			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	DONATIONS	06/13/2023	421.10		07/23	702-5692
AMAZON BUSINESS	1	Invoice	DONATIONS	06/14/2023	144.99		07/23	702-5692
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	06/15/2023	104.45		07/23	701-9900
AMAZON BUSINESS	1	Invoice	DONATIONS	06/16/2023	200.08		07/23	702-5692
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	06/19/2023	119.64		07/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	06/22/2023	17.96		07/23	701-5691
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	06/24/2023	17.99		07/23	701-5693
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	06/25/2023	67.97		07/23	701-9900
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	06/25/2023	34.95		07/23	701-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	06/25/2023	30.99		07/23	701-5691
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	06/25/2023	10.99		07/23	701-5693
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	06/26/2023	26.89		07/23	701-5693
Total AMAZON BUSINESS (6116):					1,198.00			
ANDREW MAHONEY (6304)								
ANDREW MAHONEY	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	127.65		07/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total ANDREW MAHONEY (6304):					127.65			
APWA (245)								
APWA	1	Invoice	7/1/23 THRU 6/30/24 MEM	04/03/2023	573.00		07/23	002-9780
Total APWA (245):					573.00			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	CHEMICALS	06/15/2023	1,395.55		07/23	522-5570
AQUA-CHEM INC	1	Invoice	UN1490, POTASSIUM PE	06/29/2023	419.25	1456	07/23	002-7041
AQUA-CHEM INC	2	Invoice	42LB PAIL CS 335	06/29/2023	167.38	1456	07/23	002-7041
AQUA-CHEM INC	3	Invoice	FUEL SURCHARGE	06/29/2023	32.25	1456	07/23	002-7041
AQUA-CHEM INC	4	Invoice	UN1791, HYPOCHLORITE	06/29/2023	394.74		07/23	002-7041
Total AQUA-CHEM INC (260):					2,409.17			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/07/2023	53.93		07/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/06/2023	57.96		07/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/08/2023	668.62		07/23	701-5691
BAKER & TAYLOR	1	Invoice	REPLACEMENTS	06/12/2023	17.37		07/23	701-5693
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/12/2023	25.40		07/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/14/2023	17.40		07/23	701-5691
BAKER & TAYLOR	2	Invoice	DONATIONS	06/14/2023	228.60		07/23	702-5692
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/19/2023	90.59		07/23	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/19/2023	73.61		07/23	701-5691
Total BAKER & TAYLOR (370):					1,233.48			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	06/15/2023	47.73		07/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	06/16/2023	54.76		07/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE KUMALONG	06/16/2023	43.50		07/23	401-6020
BEATRICE CONCRETE CO	1	Invoice	ROAD GRAVEL	06/16/2023	55.34		07/23	002-8031
BEATRICE CONCRETE CO	1	Invoice	#4 STOCK REBAR GRAD	06/21/2023	107.50		07/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	06/15/2023	2,367.76		07/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	14" CONQ DIAMOND BLA	06/21/2023	150.00		07/23	401-7080
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	06/22/2023	58.65		07/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	06/22/2023	602.70		07/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	ADA PAD, HANDICAPP A	06/26/2023	135.00		07/23	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	06/26/2023	1,359.54		07/23	401-5980
Total BEATRICE CONCRETE CO (440):					4,982.48			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	06/22/2023	127.69		07/23	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	06/23/2023	41.07		07/23	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	06/23/2023	40.53		07/23	502-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	06/23/2023	537.07		07/23	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	06/23/2023	70.39		07/23	003-7530
BLACK HILLS ENERGY	1	Invoice	7206-4149-30 701 E 4TH	06/23/2023	331.08		07/23	522-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	06/23/2023	43.57		07/23	810-5210
Total BLACK HILLS ENERGY (495):					1,191.40			
BLUE RIVER ARTS COUNCIL INC (5762)								
BLUE RIVER ARTS COUNCIL INC	1	Invoice	ISIS THEATRE RENOVATI	06/16/2023	34,212.37		07/23	810-5972
Total BLUE RIVER ARTS COUNCIL INC (5762):					34,212.37			
BRANDT EXCAVATING (580)								
BRANDT EXCAVATING	2	Adjustmen	1922 MAIN DEMO	06/18/2023	11,250.00-		06/23	551-5007
BRANDT EXCAVATING	1	Invoice	1922 MAIN DEMO	06/18/2023	11,250.00-		00/00	551-5007
BRANDT EXCAVATING	2	Adjustmen	1922 MAIN DEMO	06/18/2023	11,250.00		00/00	551-5007
BRANDT EXCAVATING	1	Invoice	1922 MAIN DEMO	06/18/2023	11,250.00		06/23	551-5007
BRANDT EXCAVATING	1	Invoice	1922 MAIN DEMO	06/18/2023	11,250.00		06/23	551-5007
Total BRANDT EXCAVATING (580):					11,250.00			
CAPITAL BUSINESS SYSTEMS INC (705)								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	06/01/2023	180.88		07/23	101-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	06/01/2023	114.78		07/23	201-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	06/01/2023	1.06		07/23	401-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	06/01/2023	146.60		07/23	701-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	06/01/2023	223.68		07/23	721-9740
CAPITAL BUSINESS SYSTEMS INC	6	Invoice	SERVICE CONTRACT	06/01/2023	1.07		07/23	001-9740
CAPITAL BUSINESS SYSTEMS INC	7	Invoice	SERVICE CONTRACT	06/01/2023	1.07		07/23	002-9740
CAPITAL BUSINESS SYSTEMS INC	8	Invoice	SERVICE CONTRACT	06/01/2023	1.07		07/23	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					670.21			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CAPITAL CITY CONCEPTS LLC (6296)								
CAPITAL CITY CONCEPTS LLC	1	Invoice	MARKET STUDY & POLIC	06/15/2023	9,125.00		07/23	101-9860
CAPITAL CITY CONCEPTS LLC	2	Invoice	MARKET STUDY & POLIC	06/15/2023	9,125.00		07/23	101-5384
Total CAPITAL CITY CONCEPTS LLC (6296):					18,250.00			
CDW GOVERNMENT INC (750)								
CDW GOVERNMENT INC	1	Invoice	SECURITY	06/19/2023	26.13		07/23	101-6484
CDW GOVERNMENT INC	2	Invoice	SECURITY	06/19/2023	63.87		07/23	201-6484
CDW GOVERNMENT INC	3	Invoice	SECURITY	06/19/2023	20.32		07/23	401-6484
CDW GOVERNMENT INC	4	Invoice	SECURITY	06/19/2023	5.81		07/23	601-6484
CDW GOVERNMENT INC	5	Invoice	SECURITY	06/19/2023	26.13		07/23	301-6484
CDW GOVERNMENT INC	6	Invoice	SECURITY	06/19/2023	63.87		07/23	701-6484
CDW GOVERNMENT INC	7	Invoice	SECURITY	06/19/2023	14.52		07/23	521-6484
CDW GOVERNMENT INC	8	Invoice	SECURITY	06/19/2023	40.61		07/23	001-9910
CDW GOVERNMENT INC	9	Invoice	SECURITY	06/19/2023	14.52		07/23	002-9910
CDW GOVERNMENT INC	10	Invoice	SECURITY	06/19/2023	14.52		07/23	003-9910
CDW GOVERNMENT INC	1	Invoice	NETWORK SWITCH	06/20/2023	202.50		07/23	101-5790
CDW GOVERNMENT INC	2	Invoice	NETWORK SWITCH	06/20/2023	495.00		07/23	201-5790
CDW GOVERNMENT INC	3	Invoice	NETWORK SWITCH	06/20/2023	157.50		07/23	401-5790
CDW GOVERNMENT INC	4	Invoice	NETWORK SWITCH	06/20/2023	45.00		07/23	601-6050
CDW GOVERNMENT INC	5	Invoice	NETWORK SWITCH	06/20/2023	202.50		07/23	301-5790
CDW GOVERNMENT INC	6	Invoice	NETWORK SWITCH	06/20/2023	495.00		07/23	701-5790
CDW GOVERNMENT INC	7	Invoice	NETWORK SWITCH	06/20/2023	112.50		07/23	721-5790
CDW GOVERNMENT INC	8	Invoice	NETWORK SWITCH	06/20/2023	315.00		07/23	001-9910
CDW GOVERNMENT INC	9	Invoice	NETWORK SWITCH	06/20/2023	112.50		07/23	002-9910
CDW GOVERNMENT INC	10	Invoice	NETWORK SWITCH	06/20/2023	112.50		07/23	003-9910
CDW GOVERNMENT INC	1	Invoice	NETWORK SWITCH	06/23/2023	202.50		07/23	101-5790
CDW GOVERNMENT INC	2	Invoice	NETWORK SWITCH	06/23/2023	495.00		07/23	201-5790
CDW GOVERNMENT INC	3	Invoice	NETWORK SWITCH	06/23/2023	157.50		07/23	401-5790
CDW GOVERNMENT INC	4	Invoice	NETWORK SWITCH	06/23/2023	45.00		07/23	601-6050
CDW GOVERNMENT INC	5	Invoice	NETWORK SWITCH	06/23/2023	202.50		07/23	301-5790
CDW GOVERNMENT INC	6	Invoice	NETWORK SWITCH	06/23/2023	495.00		07/23	701-5790
CDW GOVERNMENT INC	7	Invoice	NETWORK SWITCH	06/23/2023	112.50		07/23	721-5790
CDW GOVERNMENT INC	8	Invoice	NETWORK SWITCH	06/23/2023	315.00		07/23	001-9910
CDW GOVERNMENT INC	9	Invoice	NETWORK SWITCH	06/23/2023	112.50		07/23	002-9910
CDW GOVERNMENT INC	10	Invoice	NETWORK SWITCH	06/23/2023	112.50		07/23	003-9910
Total CDW GOVERNMENT INC (750):					4,790.30			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY HALL FUND (830)								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	06/01/2023	548.00		07/23	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	06/01/2023	412.00		07/23	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	06/01/2023	265.00		07/23	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	06/01/2023	187.50		07/23	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	06/01/2023	150.00		07/23	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	06/01/2023	37.50		07/23	721-9680
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	07/01/2023	548.00		07/23	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	07/01/2023	412.00		07/23	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	07/01/2023	265.00		07/23	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	07/01/2023	187.50		07/23	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	07/01/2023	150.00		07/23	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	07/01/2023	37.50		07/23	721-9680
Total CITY HALL FUND (830):					3,200.00			
CITY HEALTH FUND (835)								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	06/01/2023	220.00		07/23	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	06/01/2023	260.00		07/23	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	06/01/2023	40.00		07/23	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	06/01/2023	220.00		07/23	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	06/01/2023	80.00		07/23	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	06/01/2023	320.00		07/23	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	06/01/2023	500.00		07/23	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	06/01/2023	220.00		07/23	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	06/01/2023	140.00		07/23	003-9620
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	07/01/2023	220.00		07/23	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	07/01/2023	260.00		07/23	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	07/01/2023	40.00		07/23	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	07/01/2023	220.00		07/23	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	07/01/2023	80.00		07/23	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	07/01/2023	320.00		07/23	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	07/01/2023	500.00		07/23	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	07/01/2023	220.00		07/23	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	07/01/2023	140.00		07/23	003-9620
Total CITY HEALTH FUND (835):					4,000.00			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	07/01/2023	61.65		07/23	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	07/01/2023	57.65		07/23	001-9670

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	3	Invoice	WATER (4)	07/01/2023	12,369.80		07/23	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	07/01/2023	1,723.22		07/23	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	07/01/2023	839.61		07/23	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	07/01/2023	33.00		07/23	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	07/01/2023	1,251.85		07/23	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	07/01/2023	3,260.18		07/23	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	07/01/2023	160.89		07/23	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	07/01/2023	729.89		07/23	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	07/01/2023	42.17		07/23	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	07/01/2023	59.36		07/23	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	07/01/2023	1,836.76		07/23	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	07/01/2023	2,259.91		07/23	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	07/01/2023	61.65		07/23	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	07/01/2023	2,536.92		07/23	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	07/01/2023	102.05		07/23	101-6201
CITY REVENUE FUND	18	Invoice	CHARGING STATION	07/01/2023	.00		00/00	001-9890
CITY REVENUE FUND	1	Invoice	ELECTRIC	07/01/2023	35.99		07/23	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	07/01/2023	41.17		07/23	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	07/01/2023	35.91		07/23	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	07/01/2023	36.78		07/23	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	07/01/2023	34.15		07/23	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	07/01/2023	33.01		07/23	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	07/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	07/01/2023	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	07/01/2023	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	07/01/2023	165.25		07/23	521-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	07/01/2023	133.80		07/23	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	07/01/2023	571.21		07/23	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	07/01/2023	41.89		07/23	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	07/01/2023	98.51		07/23	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	07/01/2023	63.46		07/23	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	07/01/2023	79.13		07/23	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	07/01/2023	22.57		07/23	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	07/01/2023	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	07/01/2023	238.66		07/23	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	07/01/2023	689.35		07/23	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	07/01/2023	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	07/01/2023	.00		00/00	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	07/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	1	Invoice	CORTEZ	06/22/2023	613.90		07/23	101-1280
CITY REVENUE FUND	1	Invoice	PAPER TOWELS	06/27/2023	65.14		07/23	003-7230

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	1	Invoice	AIRPORT UTILITIES	06/30/2023	30.57		07/23	050-7530
CITY REVENUE FUND	10	Invoice	CONSUMER DEPOSIT AP	07/05/2023	2,529.69		07/23	001-3500
Total CITY REVENUE FUND (860):					32,946.70			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	06/01/2023	29,167.00		07/23	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	06/01/2023	10,000.00		07/23	001-9965
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	07/01/2023	29,167.00		07/23	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	07/01/2023	10,000.00		07/23	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	06/01/2023	21,000.00		07/23	150-1015
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	07/01/2023	21,000.00		07/23	150-1015
Total CITY TAX FUND (865):					120,334.00			
CLINE WILLIAMS LLP (895)								
CLINE WILLIAMS LLP	1	Invoice	GEN BUSINESS	06/09/2023	11,868.80		07/23	101-9860
CLINE WILLIAMS LLP	2	Invoice	GEN BUSINESS	06/09/2023	2,967.20		07/23	401-9860
CLINE WILLIAMS LLP	3	Invoice	GEN BUSINESS	06/09/2023	8,901.60		07/23	001-9860
CLINE WILLIAMS LLP	4	Invoice	GEN BUSINESS	06/09/2023	2,967.20		07/23	002-9860
CLINE WILLIAMS LLP	5	Invoice	GEN BUSINESS	06/09/2023	2,967.20		07/23	003-9860
CLINE WILLIAMS LLP	1	Invoice	SENIOR VILLAS REDEV P	06/09/2023	8,047.00		07/23	802-5386
CLINE WILLIAMS LLP	1	Invoice	CARDINAL VENTURES R	06/09/2023	7,486.00		07/23	802-5386
Total CLINE WILLIAMS LLP (895):					45,205.00			
CONFLUENCE INC (6103)								
CONFLUENCE INC	1	Invoice	22251 CRETE COMPREH	05/22/2023	3,364.37		07/23	101-5480
CONFLUENCE INC	1	Invoice	22251 CRETE COMPREH	06/20/2023	5,656.50		07/23	101-5480
Total CONFLUENCE INC (6103):					9,020.87			
CONSOLIDATED MANAGEMENT COMPANY (955)								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	06/21/2023	87.75		07/23	201-5120
Total CONSOLIDATED MANAGEMENT COMPANY (955):					87.75			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	HER C6551G TRU-READ	06/23/2023	601.45	1425	07/23	002-8090

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CORE & MAIN LP (1005):					601.45			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	06/01/2023	35.00		07/23	302-8500
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	07/01/2023	35.00		07/23	302-8500
Total CRETE AREA MEDICAL CENTER (1070):					70.00			
CRETE LUMBER & FARM SUPPLY CO (1110)								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	1-1/4 BLACK STD MCHT	06/20/2023	7.73		07/23	002-8031
Total CRETE LUMBER & FARM SUPPLY CO (1110):					7.73			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	POSTAGE	06/30/2023	410.40		06/23	003-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	06/30/2023	410.40		06/23	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	06/30/2023	410.40		06/23	001-9650
Total CRETE POSTMASTER (1120):					1,231.20			
CRIST TOWING SERVICE (5635)								
CRIST TOWING SERVICE	1	Invoice	2023-1989 TOWING	05/01/2023	120.00		07/23	201-5812
CRIST TOWING SERVICE	1	Invoice	2023-2580 TOWING	05/31/2023	97.00		07/23	201-5812
CRIST TOWING SERVICE	1	Invoice	2023-2586 TOWING	05/31/2023	146.00		07/23	201-5812
Total CRIST TOWING SERVICE (5635):					363.00			
CUSTOM COOLING & HEATING (5587)								
CUSTOM COOLING & HEATING	1	Invoice	A/C REPAIRS	06/15/2023	318.75		07/23	201-5329
Total CUSTOM COOLING & HEATING (5587):					318.75			
DEHART, WILLIAM (6181)								
DEHART, WILLIAM	1	Invoice	MEETING/TRAINING	06/20/2023	343.88		07/23	201-9760
Total DEHART, WILLIAM (6181):					343.88			
DIAMOND VOGEL INC (1260)								
DIAMOND VOGEL INC	1	Invoice	PAINT SPRAYER PARTS	06/26/2023	55.96		07/23	401-6010

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total DIAMOND VOGEL INC (1260):					55.96			
DUTTON LAINSON COMPANY (1450)								
DUTTON LAINSON COMPANY	1	Invoice	AUTOBAHN LED FIXTUR	06/23/2023	2,103.02	1450	07/23	001-2580
DUTTON LAINSON COMPANY	1	Invoice	FM 12S CL 200	06/22/2023	4,167.78	1449	07/23	001-2570
Total DUTTON LAINSON COMPANY (1450):					6,270.80			
DYNAMIC DIRTWORKS & DEMOLITION LLC (6297)								
DYNAMIC DIRTWORKS & DEMOLITION LLC	1	Invoice	REMOVE CONCRETE SL	06/17/2023	6,800.00		07/23	050-5330
Total DYNAMIC DIRTWORKS & DEMOLITION LLC (6297):					6,800.00			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	06/23/2023	8.91		07/23	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	06/23/2023	8.91		07/23	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	06/23/2023	7.75		07/23	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	06/23/2023	7.74		07/23	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	06/23/2023	2.51		07/23	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	06/23/2023	2.50		07/23	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	06/23/2023	2.18		07/23	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	06/23/2023	2.18		07/23	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	CHECKS	06/27/2023	226.30		07/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	06/30/2023	73.97		07/23	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	06/30/2023	20.50		07/23	721-8500
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	06/30/2023	20.49		07/23	722-8500
EAKES OFFICE SOLUTIONS	1	Invoice	CREDIT FOR RETURNED	05/12/2023	315.18-		07/23	101-9900
Total EAKES OFFICE SOLUTIONS (1475):					68.76			
ELMER AND SANDRA HAGER (6308)								
ELMER AND SANDRA HAGER	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	110.00		07/23	001-3500
Total ELMER AND SANDRA HAGER (6308):					110.00			
ENGINEERED CONTROLS INC (5679)								
ENGINEERED CONTROLS INC	1	Invoice	BLDG & GRND MAINT	06/29/2023	350.00		07/23	701-5330
Total ENGINEERED CONTROLS INC (5679):					350.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ENVIRONMENTAL SERVICES INC (6146)								
ENVIRONMENTAL SERVICES INC	2	Adjustmen	1922 MAIN - REMOVAL T	11/08/2022	2,750.00-		06/23	551-5007
ENVIRONMENTAL SERVICES INC	1	Invoice	1922 MAIN - REMOVAL T	06/15/2023	2,750.00-		00/00	551-5007
ENVIRONMENTAL SERVICES INC	2	Adjustmen	1922 MAIN - REMOVAL T	06/15/2023	2,750.00		00/00	551-5007
ENVIRONMENTAL SERVICES INC	1	Invoice	1922 MAIN - REMOVAL T	06/15/2023	2,750.00		06/23	551-5007
ENVIRONMENTAL SERVICES INC	1	Invoice	1922 MAIN - REMOVAL T	11/08/2022	2,750.00		06/23	551-5007
Total ENVIRONMENTAL SERVICES INC (6146):					2,750.00			
ERPELDING, JENNIFER (6299)								
ERPELDING, JENNIFER	1	Invoice	RENT & MOVING COMPE	06/30/2023	3,657.04		07/23	551-5007
Total ERPELDING, JENNIFER (6299):					3,657.04			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	06/27/2023	10.48		07/23	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	06/27/2023	13.10		07/23	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	06/27/2023	.52		07/23	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	06/27/2023	.52		07/23	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	06/27/2023	1.57		07/23	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	06/27/2023	52.41		07/23	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	06/27/2023	13.10		07/23	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	06/27/2023	13.10		07/23	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					104.80			
FAMILY HANDYMAN (6002)								
FAMILY HANDYMAN	1	Invoice	WHOLE HOUSE REPAIR	04/27/2023	28.65		07/23	701-5691
Total FAMILY HANDYMAN (6002):					28.65			
GRAHAM TIRE LIN. NORTH (2000)								
GRAHAM TIRE LIN. NORTH	1	Invoice	TIRES-UNIT 3	06/07/2023	795.00		07/23	201-5810
Total GRAHAM TIRE LIN. NORTH (2000):					795.00			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	06/23/2023	29.28		07/23	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	06/23/2023	.31		07/23	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	06/23/2023	6.85		07/23	301-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total HEARTLAND NATURAL GAS (2175):					36.44			
HYUNJUN CHUNG (6305)								
HYUNJUN CHUNG	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	120.79		07/23	001-3500
Total HYUNJUN CHUNG (6305):					120.79			
JACOB PATRICK (6306)								
JACOB PATRICK	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	112.61		07/23	001-3500
Total JACOB PATRICK (6306):					112.61			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R220169.00 CRETE 2022	06/16/2023	14,309.00		07/23	532-6381
Total JEO CONSULTING GROUP INC. (2425):					14,309.00			
JOHN WILLIS (6300)								
JOHN WILLIS	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	66.05		07/23	001-3500
Total JOHN WILLIS (6300):					66.05			
JOSE LOPEZ (6301)								
JOSE LOPEZ	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	15.44		07/23	001-3500
Total JOSE LOPEZ (6301):					15.44			
KEARNEY PUBLIC LIBRARY (6298)								
KEARNEY PUBLIC LIBRARY	1	Invoice	LINE BETWEEN (BOOK B	06/26/2023	10.00		07/23	701-9650
Total KEARNEY PUBLIC LIBRARY (6298):					10.00			
KIDWELL (2580)								
KIDWELL	1	Invoice	SERVICE AGREEMENT	06/01/2023	22.50		07/23	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	06/01/2023	55.00		07/23	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	06/01/2023	17.50		07/23	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	06/01/2023	5.00		07/23	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	06/01/2023	22.50		07/23	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	06/01/2023	55.00		07/23	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	06/01/2023	12.50		07/23	721-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
KIDWELL	8	Invoice	SERVICE AGREEMENT	06/01/2023	35.00		07/23	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	06/01/2023	12.50		07/23	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	06/01/2023	12.50		07/23	003-9910
Total KIDWELL (2580):					250.00			
LEAGUE OF NEBR. MUNICIPALITIES (2710)								
LEAGUE OF NEBR. MUNICIPALITIES	1	Invoice	ACCTING & FINANCE CO	06/27/2023	1,275.00		07/23	101-9760
Total LEAGUE OF NEBR. MUNICIPALITIES (2710):					1,275.00			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	REPAIR WATER MAIN BR	06/21/2023	957.73		07/23	002-8021
Total LINCOLN WINWATER WORKS (2810):					957.73			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	06/21/2023	70.80		07/23	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	06/28/2023	70.80		07/23	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					141.60			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	06/19/2023	556,331.38		07/23	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	06/19/2023	6.33		07/23	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	06/19/2023	80,478.27		07/23	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					636,815.98			
MUNICIPAL SUPPLY INC OF OMAHA (3315)								
MUNICIPAL SUPPLY INC OF OMAHA	1	Invoice	HTS4/E 4" HUB TAP SAD	06/28/2023	373.79	1437	07/23	002-8031
MUNICIPAL SUPPLY INC OF OMAHA	2	Invoice	490-405 FERNCO DONUT	06/28/2023	113.16	1437	07/23	002-8031
Total MUNICIPAL SUPPLY INC OF OMAHA (3315):					486.95			
NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LAB	06/13/2023	125.75		07/23	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					125.75			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
NE WATER RESOURCES ASSOCIATION (3535)								
NE WATER RESOURCES ASSOCIATION	1	Invoice	2023-2024 MEMBERSHIP	06/01/2023	105.00		07/23	002-9780
Total NE WATER RESOURCES ASSOCIATION (3535):					105.00			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR F-250	06/26/2023	27.20		07/23	002-8460
Total NEBRASKALAND TIRE INC (5636):					27.20			
OLSSON (3775)								
OLSSON	1	Invoice	#022-02597 DOANE SUBS	06/21/2023	7,361.54		07/23	001-2000
OLSSON	1	Invoice	#015-08260 CRETE CORE	06/29/2023	102.27		07/23	003-9840
Total OLSSON (3775):					7,463.81			
PITNEY BOWES (3995)								
PITNEY BOWES	1	Invoice	SORTER/MAILER SERV A	06/09/2023	326.29		07/23	003-9740
PITNEY BOWES	2	Invoice	SORTER/MAILER SERV A	06/09/2023	326.30		07/23	002-9740
PITNEY BOWES	3	Invoice	SORTER/MAILER SERV A	06/09/2023	326.30		07/23	001-9740
Total PITNEY BOWES (3995):					978.89			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	06/14/2023	76.89		07/23	201-5329
Total PRESTO-X (4050):					76.89			
RAILROAD MANAGEMENT CO III LLC (4155)								
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #305813	06/23/2023	344.67		07/23	001-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #305814	06/23/2023	344.67		07/23	001-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #305815	06/23/2023	344.67		07/23	001-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #306081	06/23/2023	344.67		07/23	003-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #306082	06/23/2023	344.67		07/23	002-9690
Total RAILROAD MANAGEMENT CO III LLC (4155):					1,723.35			
REGION V SERVICES CRETE (4250)								
REGION V SERVICES CRETE	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	64.69		07/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total REGION V SERVICES CRETE (4250):					64.69			
RENKER, LAURA (4270)								
RENKER, LAURA	1	Invoice	UPS POSTAGE REIMBUR	05/27/2023	12.60		07/23	701-9650
Total RENKER, LAURA (4270):					12.60			
ROEHR'S MACHINERY INC (4345)								
ROEHR'S MACHINERY INC	1	Invoice	NEW HOLLAND REPAIR	05/01/2023	1,470.18		07/23	050-5791
Total ROEHR'S MACHINERY INC (4345):					1,470.18			
SACK LUMBER CO (4385)								
SACK LUMBER CO	1	Invoice	2X4-7' 2&BTR LUMBER	06/28/2023	7.07		07/23	002-8021
Total SACK LUMBER CO (4385):					7.07			
SARAH THEILER (6307)								
SARAH THEILER	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	142.04		07/23	001-3500
Total SARAH THEILER (6307):					142.04			
SECURITY EQUIPMENT INC (5787)								
SECURITY EQUIPMENT INC	1	Invoice	ACCESS HOSTING-1945	06/14/2023	120.00		07/23	201-6484
SECURITY EQUIPMENT INC	2	Invoice	ACCESS HOSTING-210 E	06/14/2023	50.40		07/23	301-9750
SECURITY EQUIPMENT INC	3	Invoice	ACCESS HOSTING-243 E.	06/14/2023	24.00		07/23	501-5750
SECURITY EQUIPMENT INC	4	Invoice	ACCESS HOSTING-1515	06/14/2023	99.60		07/23	701-5750
Total SECURITY EQUIPMENT INC (5787):					294.00			
SECURITY UNIFORMS (4565)								
SECURITY UNIFORMS	1	Invoice	BADGE - CAPT PUCKET	06/19/2023	160.00		07/23	531-6477
Total SECURITY UNIFORMS (4565):					160.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-MED VOLTAGE SWI	06/21/2023	56.31		07/23	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	BIDS-TRANSFORMER	06/21/2023	51.41		07/23	001-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	06/14/2023	176.39		07/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CEMETERY	06/14/2023	11.78		07/23	601-5390

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEWARD COUNTY INDEPENDENT	1	Invoice	PLAN COMM	06/14/2023	11.35		07/23	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2170	06/14/2023	7.42		07/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	SR VILLAS ZONING CHA	06/21/2023	23.56		07/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ZONING CHANGE BLKS 2	06/21/2023	11.35		07/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	LIQUOR LICENSE-PWR&	06/21/2023	10.91		07/23	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	ANNUAL WATER REPOR	06/21/2023	738.00		07/23	002-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	06/21/2023	11.35		07/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	AIRPORT	06/28/2023	12.22		07/23	050-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	LIBRARY	06/28/2023	11.78		07/23	701-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	06/28/2023	107.01		07/23	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					1,240.84			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	REAR BRAKE PADS & RO	06/21/2023	429.97		07/23	201-5791
SID DILLON FORD	1	Invoice	FRONT & REAR BRAKE P	06/22/2023	460.98		07/23	201-5791
Total SID DILLON FORD (4635):					890.95			
SIGMA-ALDRICH (4650)								
SIGMA-ALDRICH	1	Invoice	RESIDUE - WP NON-HA	05/25/2023	114.85	1419	07/23	003-7282
Total SIGMA-ALDRICH (4650):					114.85			
SIRCHIE ACQUISITION COMPANY LLC (4665)								
SIRCHIE ACQUISITION COMPANY LLC	1	Invoice	EVIDENCE BAGS	06/15/2023	350.93		07/23	201-5660
Total SIRCHIE ACQUISITION COMPANY LLC (4665):					350.93			
SOPHIA GRACE VACANTI (6303)								
SOPHIA GRACE VACANTI	1	Invoice	CONSUMER DEPOSIT RE	07/05/2023	71.32		07/23	001-3500
Total SOPHIA GRACE VACANTI (6303):					71.32			
TAPCO (4945)								
TAPCO	1	Invoice	CONTROLLER, 12V, 1080	06/08/2023	1,380.00	1435	07/23	401-5890
TAPCO	2	Invoice	UNIV CABINET MOUNTIN	06/08/2023	140.00	1435	07/23	401-5890
TAPCO	3	Invoice	65W/12V SOLAR PANEL P	06/08/2023	505.00	1435	07/23	401-5890
TAPCO	4	Invoice	BATTERY, UNIV, SOLAR 1	06/08/2023	260.00	1435	07/23	401-5890
TAPCO	5	Invoice	RRFB, 12V, ASSEMBLY W	06/08/2023	920.00	1435	07/23	401-5890
TAPCO	6	Invoice	PUSH BUTTON BULLDOG	06/08/2023	188.00	1435	07/23	401-5890

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
TAPCO	7	Invoice	S1-1,30"X30" DG3 FYG, S	06/08/2023	230.00	1435	07/23	401-5890
TAPCO	8	Invoice	W16-7PR,24"X12"X.080 D	06/08/2023	38.00	1435	07/23	401-5890
TAPCO	9	Invoice	W16-7PR,24"X12"X.080 D	06/08/2023	38.00	1435	07/23	401-5890
TAPCO	10	Invoice	STANDARD ALUMINUM P	06/08/2023	312.00	1435	07/23	401-5890
TAPCO	11	Invoice	BASE,ALUMINUM SQUAR	06/08/2023	268.00	1435	07/23	401-5890
TAPCO	12	Invoice	J-BOLT,1"X42"+4" ATSM F	06/08/2023	172.00	1435	07/23	401-5890
TAPCO	13	Invoice	WASHER FLAT 1-1/16"IDX	06/08/2023	17.00	1435	07/23	401-5890
TAPCO	14	Invoice	SIGN MOUNTING KIT, BA	06/08/2023	70.00	1435	07/23	401-5890
TAPCO	15	Invoice	RADIO REPLACEMENT S	06/08/2023	600.00	1435	07/23	401-5890
TAPCO	16	Invoice	FREIGHT SALES	06/08/2023	700.00	1435	07/23	401-5890
Total TAPCO (4945):					5,838.00			
THOMAS, WENDY (5792)								
THOMAS, WENDY	1	Invoice	MEETING/TRAINING	06/25/2023	53.59		07/23	101-9760
Total THOMAS, WENDY (5792):					53.59			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	TOM CC, LINCOLN PARKI	06/23/2023	2.50		07/23	001-9760
U.S. BANK	2	Invoice	TOM CC, VISTAPRINT VP	06/23/2023	227.44		07/23	101-5452
U.S. BANK	3	Invoice	TOM CC, MY PARKING P	06/23/2023	318.47		07/23	401-6000
U.S. BANK	1	Invoice	LAURA CC, BARNES & N	06/23/2023	151.60		07/23	702-5692
U.S. BANK	1	Invoice	JOY CC, SHUTTERFLY 26	06/23/2023	88.13		07/23	702-5692
U.S. BANK	2	Invoice	JOY CC, ETSY 291294743	06/23/2023	156.82		07/23	702-5692
U.S. BANK	3	Invoice	JOY CC, WALMART 6944	06/23/2023	74.58		07/23	702-5692
U.S. BANK	4	Invoice	JOY CC, WALMART 01419	06/23/2023	30.18		07/23	702-5692
U.S. BANK	5	Invoice	JOY CC, WALMART 06299	06/23/2023	31.78		07/23	702-5692
U.S. BANK	6	Invoice	JOY CC, ASSN RURAL &	06/23/2023	75.00		07/23	701-5400
U.S. BANK	7	Invoice	JOY CC, SURVEYMONKE	06/23/2023	26.00		07/23	701-6210
U.S. BANK	8	Invoice	JOY CC, CAMPBELLS NU	06/23/2023	165.72		07/23	701-5330
U.S. BANK	9	Invoice	JOY CC, ETSY 6-10-23 C	06/23/2023	10.94-		07/23	702-5692
U.S. BANK	1	Invoice	JERRY CC, WALMART 02	06/23/2023	278.52		07/23	722-5560
U.S. BANK	2	Invoice	JERRY CC, WALMART 02	06/23/2023	289.20		07/23	722-5560
U.S. BANK	3	Invoice	JERRY CC, WALMART 02	06/23/2023	167.40		07/23	722-5560
U.S. BANK	4	Invoice	JERRY CC, WALMART 06	06/23/2023	80.70		07/23	522-8500
U.S. BANK	5	Invoice	JERRY CC, WALMART 06	06/23/2023	17.75		07/23	522-8500
U.S. BANK	6	Invoice	JERRY CC, WALMART 06	06/23/2023	132.70		07/23	522-5560
U.S. BANK	7	Invoice	JERRY CC, WALMART 06	06/23/2023	154.58		07/23	522-5560
U.S. BANK	8	Invoice	JERRY CC, WALMART 03	06/23/2023	38.48		07/23	722-5541
U.S. BANK	9	Invoice	JERRY CC, WALMART 03	06/23/2023	51.48		07/23	722-5560

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	10	Invoice	JERRY CC, WALMART 03	06/23/2023	201.12		07/23	722-5560
U.S. BANK	11	Invoice	JERRY CC, SWIM OUTLE	06/23/2023	465.13		07/23	722-5331
U.S. BANK	12	Invoice	JERRY CC, CANVA 03813	06/23/2023	14.99		07/23	101-6050
U.S. BANK	13	Invoice	JERRY CC, WALMART 03	06/23/2023	127.20		07/23	722-5560
U.S. BANK	14	Invoice	JERRY CC, WALMART 03	06/23/2023	71.94		07/23	722-9900
U.S. BANK	15	Invoice	JERRY CC, WALMART 03	06/23/2023	29.30		07/23	722-5560
U.S. BANK	16	Invoice	JERRY CC, WALMART 03	06/23/2023	71.90		07/23	722-5560
U.S. BANK	17	Invoice	JERRY CC, WALMART 03	06/23/2023	457.15		07/23	722-5560
U.S. BANK	18	Invoice	JERRY CC, SLING C97BE	06/23/2023	132.36		07/23	722-8500
U.S. BANK	19	Invoice	JERRY CC, WALMART 03	06/23/2023	152.28		07/23	722-5560
U.S. BANK	20	Invoice	JERRY CC, WALMART 03	06/23/2023	43.08		07/23	722-5541
U.S. BANK	21	Invoice	JERRY CC, ALLIED ELEC	06/23/2023	60.26		07/23	001-9910
U.S. BANK	22	Invoice	JERRY CC, ALLIED ELEC	06/23/2023	60.25		07/23	002-9910
U.S. BANK	23	Invoice	JERRY CC, ALLIED ELEC	06/23/2023	60.25		07/23	003-9910
Total U.S. BANK (5170):					4,495.30			
UPS (5240)								
UPS	1	Invoice	POSTAGE	06/17/2023	14.78		07/23	003-9650
UPS	1	Invoice	POSTAGE	06/24/2023	9.97		07/23	003-9650
Total UPS (5240):					24.75			
USABLUEBOOK (5250)								
USABLUEBOOK	1	Invoice	RDO OPTICAL CAP	06/05/2023	149.00	1442	07/23	003-7282
USABLUEBOOK	1	Invoice	30" FLOOR SQUEEGEE	06/08/2023	77.85	1442	07/23	003-7282
Total USABLUEBOOK (5250):					226.85			
VOSS LIGHTING (5335)								
VOSS LIGHTING	1	Invoice	MAXLITE PSM53UTS-40B	06/28/2023	1,081.54	1459	07/23	522-5330
VOSS LIGHTING	2	Invoice	TENON ADAPTER	06/28/2023	259.66	1459	07/23	522-5330
Total VOSS LIGHTING (5335):					1,341.20			
WILCOX, JERRY (5435)								
WILCOX, JERRY	1	Invoice	MEETING & TRAINING	06/26/2023	77.50		07/23	101-9760
Total WILCOX, JERRY (5435):					77.50			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-LIBRARY	06/21/2023	252.21		07/23	701-7530
WINDSTREAM	1	Invoice	PHONE-PD C911	06/19/2023	584.88		07/23	201-5220
Total WINDSTREAM (5465):					837.09			
Grand Totals:					1,002,947.68			

Report GL Period Summary

GL Period	Amount
07/23	987,716.48
00/00	.00
06/23	15,231.20
Grand Totals:	1,002,947.68

Vendor number hash: 549328
 Vendor number hash - split: 984247
 Total number of invoices: 172
 Total number of transactions: 367

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,002,947.68	.00	1,002,947.68
Grand Totals:	1,002,947.68	.00	1,002,947.68

Report Criteria:

Vendor.Vendor number = 0-1059,1061-99999999

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

233 SOUTH 13TH STREET
1900 U.S. BANK BUILDING
LINCOLN, NEBRASKA 68508
402.474.6900
WWW.CLINewILLIAMS.COM

June 9, 2023

City of Crete
Tom Ourada
241 East 13th Street
P. O. Box 86
Crete, NE 68333

Invoice No. 363984
Tax ID: 47-0382823

INVOICE SUMMARY

Client No.: 03369 **Crete, City of**
Matter No.: 002 **GENERAL BUSINESS**

For Professional Services Rendered Through: May 31, 2023

RE: GENERAL BUSINESS

Legal Services	\$ 13,937.00
Expenses and Advances	<u>\$ 98.25</u>
TOTAL THIS INVOICE	\$ 14,035.25
Previous Balance	<u>\$ 15,637.43</u>
TOTAL BALANCE DUE	<u>\$ 29,672.68</u>

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

233 SOUTH 13TH STREET
1900 U.S. BANK BUILDING
LINCOLN, NEBRASKA 68508
402.474.6900
WWW.CLINewILLIAMS.COM

June 9, 2023

City of Crete
Tom Ourada
241 East 13th Street
P. O. Box 86
Crete, NE 68333

Invoice No. 363985
Tax ID: 47-0382823

INVOICE SUMMARY

Client No.: 03369 **Crete, City of**
Matter No.: 015 **Crete Senior Villas Redevelopment**

For Professional Services Rendered Through: May 31, 2023

RE: Crete Senior Villas Redevelopment Project

Legal Services	\$ 4,828.00
Expenses and Advances	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 4,828.00
Previous Balance	<u> \$ 3,219.00</u>
TOTAL BALANCE DUE	<u> \$ 8,047.00</u>

CLINE WILLIAMS
WRIGHT JOHNSON & OLDFATHER, L.L.P.

233 SOUTH 13TH STREET
1900 U.S. BANK BUILDING
LINCOLN, NEBRASKA 68508
402.474.6900
WWW.CLINewILLIAMS.COM

June 9, 2023

City of Crete
Tom Ourada
241 East 13th Street
P. O. Box 86
Crete, NE 68333

Invoice No. 363986
Tax ID: 47-0382823

INVOICE SUMMARY

Client No.: 03369 **Crete, City of**
Matter No.: 016 **Cardinal Ventures Redevelopment Project**

For Professional Services Rendered Through: May 31, 2023

RE: Residential redevelopment project in Crete, Nebraska

Legal Services	\$ 4,729.00
Expenses and Advances	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 4,729.00
Previous Balance	<u> \$ 2,757.00</u>
TOTAL BALANCE DUE	<u> \$ 7,486.00</u>

Jerry Wilcox

From: Shaylene Smith <shaylenek@hotmail.com>
Sent: Monday, July 3, 2023 11:18 AM
To: Tom Ourada; Jerry Wilcox; Nancy Tellez; Anna Burge
Subject: Fw: ADDITIONAL ISIS CHANGE ORDERS
Attachments: COR #007 - Changes per ASI #03 - Soda Bar Only 6-19-2023.pdf; COR #008 - ASI #03 Finishes Only 6-19-2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

If we can still sneak these on the July 5th agenda - these are the change orders that were made at our request and includes moving things around to allow for a soda fountain, giving us more room at concessions, and changing fixtures, tile, wallpaper in lobby and bathrooms.

They are \$5,146 and \$7,503 accordingly. We made these improvement requests and will pay for the same with the proceeds from our fundraising event in January. So, we currently have 3 change orders pending #006 for cleaning the eaves (Acklie \$), #007 for soda fountain request (Snowball \$) and #008 lobby/bath finishes (Snowball \$).

Shay

From: Ryan Hier <rhier@tackarch.com>
Sent: Wednesday, June 28, 2023 4:49 PM
To: shaylenek@hotmail.com <shaylenek@hotmail.com>
Cc: Mark Riley <markr@kccobuilders.com>; Todd Kleint <ToddK@kccobuilders.com>
Subject: Fwd: changes per ASI #3

Shay:

Attached are the CORs Mark referenced that relate to the soda fountain and interior finish changes.

Ryan G. Hier, AIA
TACKarchitects
402.826.7484

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Transmittal #: 65
Date: 6/19/2023
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR #007: Cost Changes per ASI #03 - Soda Bar

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via the following items:
 - Shop drawings
 - Prints
 - Plans
 - Samples
 - Copy of letter
 - Change order
 - Specifications
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	6/19/23	COR #007	Cost Changes per ASI #03 - Soda Bar

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit ___ copies for approval
- Submit ___ copies for distribution
- Return ___ corrected prints

Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Number: COR #007
Date: 6/19/23
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Cost Changes per ASI #03 - Soda Bar

We are pleased to offer the following specifications and pricing to make the following changes:

Costs per ASI #03 dated 4-14-2023

This is for the Soda Bar only.

The total amount to provide this work is \$5,146.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

Architect _____ Date _____

Owner _____ Date _____

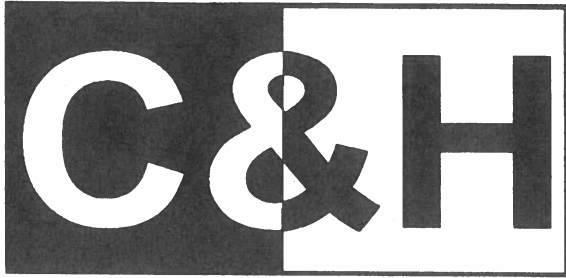
KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR #007 Price Breakdown
Continuation Sheet**

Description: Cost Changes per ASI #03 - Soda Bar

Description	Labor	Material	Equipment	Subcontract	Other	Price
C&H Cabinets		\$2,494.00				\$2,494.00
Schooner - Finish Carpentry				\$96.00		\$96.00
Custom Countertops - Solid Surface				\$1,936.00		\$1,936.00
TCH - Doors		\$-800.00				\$-800.00
Cornhusker Painting				\$-400.00		\$-400.00
Ross Plumbing				\$31.00		\$31.00
Sentry Electric				\$968.00		\$968.00
PROJECT MANAGER	\$440.00					\$440.00
					Subtotal:	\$4,765.00
			Fee	\$4,765.00	8.00%	\$381.00
					Total:	\$5,146.00



CABINETS AND COUNTERTOPS, INC

391 County Road 2500 - Crete, NE 68333
Phone: 402-826-5887 - Fax: 402-826-5874

www.c-hcabinetsandcountertopsinc.com

Date: 6/16/2023

Price Request #: 3

Project: Crete Isis Theatre Renovation

Design Team: Tack Architects

Circ 103 (6/A2.01)
3 cabinets

\$2,320.00

Sales Tax 174.00

\$2,494.00

Excluded:
sales tax
installation

Terms: Net 30
F.O.B. jobsite (tailgate delivery)
Bid good for 30 days

Submitted by: *Bill Hansen*

Bill Hansen

Page 1

Accepted By:

AWI

Proposal

FROM: SCHOONER MANAGEMENT LLC
704 SCHOONER COURT
HICKMAN NE 68372
402 853 3596

Page. No. _____

PROPOSAL SUBMITTED TO:

Name: KCCO / ISIS THEATRE / ASI #3
Phone: 402 465 4400 Date: 15JUN2023
Street: 201 N 46TH
City: LINCOLN
State: NE Zip: 68502

I propose to perform all labor necessary to complete the following:

REMOVE DOOR 104 – DEDUCT \$84

SODA COUNTER 103 - \$180

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature David w Hartman op mgr schooner management llc

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which _____ agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Signature

Date



4905 N. 56th Street
402-466-9730

Lincoln, NE 68504
Fax 402-466-9723

ESTIMATE

4905 N 56th St.
Lincoln, NE 68504
sales@customcountertop.biz
402-466-9730

Date: 2/20/2023

Customer Job: Kingery Construction
Account: Kingery Construction

Job: #154111-Isis Theater Soda Bar
Project Manager: Sam S.
Sales Rep: Sam S.

Billing Address: 201 N 46th St
Lincoln, NE 68503
402-465-4400

Job Site: 139 West 13
Crete, NE 68333

Circ 103 (#9717,0)	\$1,935.88
<p><i>Includes template and installation of countertops</i> Corian SS 1/2: Group A-C, TBD Splash Details: Splash Height - 4" Edge Profile SS: SS Eased Onsite Services: Template/Measure Onsite Services: Trip Charge / Load Mile (less than 124 miles)</p>	
<p>Payment Terms Net 10th of Month</p> <p>Any applicable taxes are included.</p>	

Total: \$1,935.88

Prior Payments: \$0.00

Remaining Balance: \$1,935.88

Deposit Request: \$0.00

Balance After Deposit: \$1,935.88

Please make checks payable to:

Custom Countertop Inc.
4905 N 56th St.
Lincoln, NE 68504

Payment Terms Net 10th of Month

*Sinks, countertop supports, and removal are not included unless noted above. Plumbing, electrical work, and backsplash are homeowner and/or contractor responsibility.

Material, labor and tax is included in the installed price. Bid estimates are subject to change based on field measurements and all "remnant" pricing is based on Custom Countertop material selection.

**Granite and other stones are products of nature. Stone countertops WILL CONTAIN natural inclusions, fissures, and/or pits as a result of their geological formation. These are not flaws and material containing them will be fabricated as a standard and quality product.

***All pricing subject to change. A 3% TRANSACTION FEE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS.
sales@customcountertop.biz



4538 S 140th St
Omaha, NE 68137
Phone 402-431-1400
Fax 402-431-9100

Change Order Request #04

TO: Kingery Construction
201 N 46th St
Lincoln, NE 68503

DATE: February 27, 2023

ATTN: Mark Riley
Phone: 402-465-4400

TCH CONTRACT NO.:
PROJECT NAME: Crete ISIS Theater Phase 1
PROJECT LOCATION: 139 W 13th St.
Crete, NE 68333

Email: markr@kccobuilders.com

The current lead time for product on this change order is: **0** working days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved**

Per Mark R. Deduct (\$800.00) (\$800.00)
Remove Opening 104

Amount This Change Order... (\$800.00) Includes Tax

Notes and Exclusions:

Alternates:

Information

If you have any questions, please call me direct at 402-609-7821 or email at dfleuren@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

TWIN CITY HARDWARE

Signed _____
Printed Name _____
Title _____
Date _____

By Dalton Fleuren
Dalton Fleuren
Project Manager

The person signing above acknowledges they are a certified representative of the above listed company with full authority to execute this change order. By signing this change order the above listed company agrees to payment of said Change Order per TCH's credit terms. The person also acknowledges that changes to scope may delay delivery dates as lead times vary based on product availability. All order information, as well as this Change Order Form, must be given to Twin City Hardware with enough time to adhere to lead time requirements, order entry time, shipping time, and workload. Failure to do so absolves Twin City Hardware of any additional costs incurred due to shipment delays. By accepting this correspondence of change, the person also accepts all terms noted on this form, or on any form related to this change, including form of said company accepting the change.

**All prices are confidential and are the property of TCH. Freight F.O.B. destination. Any changes to project documents may affect the price. All changes will be required to have an executed change order signed by all parties prior to any material being released to jobsite. Back charges for work performed without prior written authorization from TCH will not be accepted. This quotation is subject to change if not accepted in writing within 30 days. TCH is a material supplier, no retainage will be accepted.

**Payment Terms are net 30 days from date of invoice. Your FINANCE CHARGE is computed by a single periodic rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18% applied to your "previous balance without deducting current payments and/or credits appearing on the face of the statement." Buyer expressly agrees to pay all of Seller's costs, expenses, and attorneys' fees incurred for enforcement of collection of any amount due Seller under this agreement. Venue is Washington County, MN.

Cornhusker Painting & Powerwashing

1418 S.20th

Lincoln,NE 68502

Phone:402-560-9262

Date: 06/12/23

Customer Named: Kingery Construction

Quote for Isis Theatre Renovation- ASI #03

Deduct for approximately 300 sq.ft. walls: \$225.00

Deduct storage room door and jamb: \$175.00

Ross Plumbing Inc
PO Box 227
NE US
(402) 610-1809
troy@rossplumbingco.com



Estimate

ADDRESS
Kingery Construction

ESTIMATE #	DATE	EXPIRATION DATE
2367	05/25/2023	06/25/2023

P.O. NUMBER
ASI #3

ACTIVITY	QTY	RATE	AMOUNT
14 Plumbing 1a. Keynote 6 - water & drain connections to ice maker & beverage dispenser	1	500.00	500.00
14 Plumbing 1b. & 1e. additional floor sink and water supply connection to the new soda fountain	1	2,000.00	2,000.00
14 Plumbing 1c. credit to eliminate drinking fountain	1	-2,469.00	-2,469.00

SENTRY ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

CHANGE NOTICE

Sentry Electric Inc

3400 Gladstone St
Lincoln, NE 68504
Telephone: (402) 467-5550
Fax: (402) 467-5548

CCN # 2
Date: 6/15/2023
Project Name: Isis Theatre
Project Number: Isis Theatre
Page Number: 1

Client Address:

Kingery Construction

Contact: Mark Riley
201 N 46th St.
Lincoln, NE 68503

Site Address:

Isis Theatre
139 W 13th St
Crete, NE 68333

Work Description

- Install new outlets for Soda Machines
- Install 2 fixture D1
- Remove 1 fixture W4
- Remove 1 fixture W4E

Summary

MATERIAL

Total Material		403.01
PROJECT MANAGER @ 12.5%	(1.04 Hrs @ \$73.00)	75.92
Journeyman	(4.15 Hrs @ \$50.00)	207.50
Apprentice	(4.15 Hrs @ \$27.50)	114.13
Subtotal		800.56
Overhead	(@ 10.000 %)	80.06
Markup	(@ 10.000 %)	88.06
Subtotal		968.68
Final Adjustment		-0.84
Final Amount		\$967.84

CLIENT ACCEPTANCE

CCN # 2
Final Amount: \$967.84

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Architect's Supplemental Instructions 03 – Interior Finish Revisions

Project Name: Isis Theatre Renovation
Project Number: 2019.044.00
Date: 2023_04-14

descriptions:

SPECIFICATION ITEMS

(none)

CIVIL DRAWING ITEMS

(none)

STRUCTURAL DRAWING ITEMS

(none)

ARCHITECTURAL DRAWING ITEMS

1. A0.00 – LIFE SAFETY PLAN
 - a. Drawing 1
 - i. Removed Storage 104.
 - ii. Added casework & appliances.
 - iii. Removed Drinking Fountains.
 - iv. Revised Sales 101 casework.
 - v. Eliminated door 100.2 and revised door 100.1 location.

2. A2.00 – FIRST FLOOR PLAN
 - a. Drawing 1
 - i. Removed Storage 104.
 - ii. Added casework & appliances.
 - iii. Removed Drinking Fountains.
 - iv. Revised Sales 101 casework.
 - v.

3. A2.01 – ENLARGED FLOOR PLANS
 - a. Drawing 1
 - i. Revised layout of CIRC 103.
 - ii. Added casework to CIRC 103.
 - b. Drawing 4
 - i. Revised casework at SALES 101.
 - c. Drawing 6
 - i. Drawing added to project.

4. A7.00 – DOOR SCHEDULE, FRAME ELEVATIONS
 - a. Door Schedule
 - i. Door 104 removed from project.
 - ii. Doors 102 & 108 have been changed to WD doors and WD frames. Finish = Stain. Coordinate stain color with wood trim in Lobby.
 - iii. Eliminate door 100.2.
 - iv. Revise door 100.1.

5. A8.00 – REFLECTED CEILING PLAN
 - a. Drawing 1
 - i. Updated ceiling layout of CIRC 103.

6. A9.00 – INTERIOR FINISH PLAN
 - a. Room Finish Schedule
 - i. Room 104 removed from project.
 - b. Finish Legend
 - i. Interior Finishes updated.
 - c. Drawing 1
 - i. Revised layout of CIRC 103.
 - ii. Modified casework at SALES 101.
 - iii. Clarified wall finishes at MEN 102, WOMEN 108, CIRC 103, CIRC 107, and SALES 101.

7. A9.01 – INTERIOR ELEVATIONS
 - a. Drawing 1
 - i. Revised casework layout.
 - ii. Added plate steel wall panels and shelf.
 - iii. Removed refrigerator.
 - b. Drawing 2, 3, 4, 6, 7, 8
 - i. Revised wall finishes and annotations.

MECHANICAL DRAWING ITEMS

(none)

PLUMBING DRAWING ITEMS

1. P1.0 – FIRST FLOOR PLUMBING PLANS
 - a. Added Keynote 6.
 - b. Added 3" FS-1 to CIRC 103.
 - c. Removed EWC-1 and associated plumbing.
 - d. Moved S-1, GI-1 and associated plumbing plan south.
 - e. Moved CB-1 to location of new ice maker.
2. P2.0 – PLUMBING RISERS & DETAILS
 - a. Updated San and Vent Riser – Front.
3. P3.0 – PLUMBING SCHEDULES
 - a. Removed EWC-1 from Plumbing Fixture and Equipment Connection Schedule.
 - b. Added FS-1 to Plumbing Fixture and Equipment Connection Schedule.
 - c. Updated S-1 on Plumbing Fixture and Equipment Connection Schedule.
 - d. Updated L-1 on Plumbing Fixture and Equipment Connection Schedule.

ELECTRICAL DRAWING ITEMS

1. E1.0 – ELECTRICAL FIRST FLOOR POWER PLANS
 - a. Removed Keynote 2.
 - b. Removed reference receptacle switch.
 - c. Added duplex receptacle at 80" and circuit to A-25.
 - d. Added duplex GFI receptacle for soda machine.
 - e. Rehosted floating receptacles.
2. E1.1 – ELECTRICAL FIRST FLOOR LIGHTING PLANS
 - a. Updated lights from W4 to D1 and updated circuit A-14.
 - b. Relocated pilot switch and keynote 5 to projector room.
 - c. Removed exit lighting in equipment room.
 - d. Relocated exit lighting in equipment room.
3. E3.1 – ELECTRICAL SCHEDULES
 - a. Clouded circuiting changes and updates.

TACKarchitects
2922 n 61 street, studio 1
omaha, nebraska 68104
phone: 402.505.9778

Attachments:

Drawing Sheets:

A0.00, A2.00, A2.01, A7.00, A8.00, A9.00, A9.01

P1.0, P2.0, P3.0

E1.0, E1.1, E3.1

End of Architect's Supplemental Instructions.

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Letter of Transmittal

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Transmittal #: 64
Date: 6/19/2023
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I

Subject: Change Request - COR #008: Cost per ASI - Finishes

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via the following items:
 - Shop drawings
 - Prints
 - Plans
 - Samples
 - Copy of letter
 - Change order
 - Specifications
 - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	6/19/23	COR #008	Cost per ASI - Finishes

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit ___ copies for approval
- Submit ___ copies for distribution
- Return ___ corrected prints

Remarks:

Copy To:

From: Mark Riley (KINGERY CONSTRUCTION)

Signature: Mark Riley

KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

Change Request

To: Ryan Hier
TACK ARCHITECTS
Ph: (402)826-7484

Number: COR #008
Date: 6/19/23
Job: 11-22-6723 CRETE ISIS THEATRE PHASE I
Phone:

Description: Cost per ASI #3 - Finishes

We are pleased to offer the following specifications and pricing to make the following changes:

Costs associated with ASI #03, dated 4/14/2023, excluding the Soda Bar.

The total amount to provide this work is \$7,503.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 402/465-4400.

Submitted by: Mark Riley
KINGERY CONSTRUCTION CO.

Architect _____ Date _____
Owner _____ Date _____

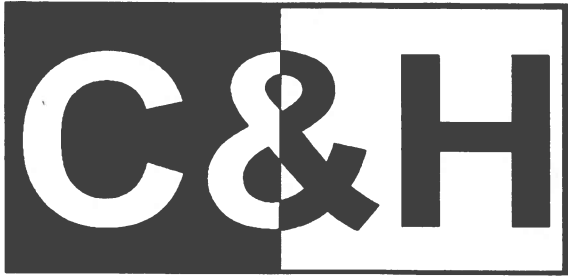
KINGERY CONSTRUCTION CO.

201 N 46TH STREET
LINCOLN, NE 68503-3712
Ph : (402)465-4400

**Change Request COR #008 Price Breakdown
Continuation Sheet**

Description: Cost per ASI #3 - Finishes

Description	Labor	Material	Equipment	Subcontract	Other	Price
C&H Cabinets		\$1,109.00				\$1,109.00
Schooner - Finish Carpentry				\$473.00		\$473.00
Custom Countertops - Solid Surface				\$-1,188.00		\$-1,188.00
TCH - Doors		\$4,483.00				\$4,483.00
Midwest Floors - Tile				\$-800.00		\$-800.00
Cornhusker Painting				\$170.00		\$170.00
Sentry Electric				\$1,148.00		\$1,148.00
Ross Plumbing				\$1,112.00		\$1,112.00
PROJECT MANAGER	\$440.00					\$440.00
					Subtotal:	\$6,947.00
			Fee	\$6,947.00	8.00%	\$556.00
					Total:	\$7,503.00



CABINETS AND COUNTERTOPS, INC

391 County Road 2500 - Crete, NE 68333
Phone: 402-826-5887 - Fax: 402-826-5874
www.c-hcabinetsandcountertopsinc.com

Date: 6/16/2023 Price Request #: 3
Project: Crete Isis Theatre Renovation
Design Team: Tack Architects

Sales 101 (1/A9.01)	\$331.00
1 trash pullout cabinet	<u>Sales Tax</u> 25.00
1 cabinets	\$356.00

Excluded:
sales tax
installation

3" S4S casing birch for both sides of doors 102 & 108	
add to base bid:	\$700.00
	<u>Sales Tax</u> 53.00
	\$753.00

Total \$1,109.00



Terms: Net 30
F.O.B. jobsite (tailgate delivery)
Bid good for 30 days
Submitted by: *Bill Hansen*
Bill Hansen
Page 1 Accepted By:

Proposal

FROM: SCHOONER MANAGEMENT LLC
704 SCHOONER COURT
HICKMAN NE 68372
402 853 3596

Page. No. _____

PROPOSAL SUBMITTED TO:

Name: KCCO / ISIS THEATRE / ASI #3
Phone: 402 465 4400 Date: 15JUN2023
Street: 201 N 46TH
City: LINCOLN
State: NE Zip: 68502

I propose to perform all labor necessary to complete the following:
REVISED SALES COUNTER – ADD \$158

CHANGE DOORS 102 AND 108 TO WOOD DOOR AND JAMBS – ADD \$315

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature David w Hartman op mgr schooner management llc

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which _____ agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Signature

Date



4538 S 140th St
Omaha, NE 68137
Phone 402-431-1400
Fax 402-431-9100

Change Order Request #03

TO: Kingery Construction
201 N 46th St
Lincoln, NE 68503

DATE: January 15, 2023

ATTN: Mark Riley
Phone: 402-465-4400
Email: markr@kccobuilders.com

TCH CONTRACT NO.:
PROJECT NAME: Crete ISIS Theater Phase 1
PROJECT LOCATION: 139 W 13th St.
Crete, NE 68333

The current lead time for product on this change order is: **80** working days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved**

Per Mark Riley

(2) 5 Panel Stile and Rail Wood Doors in White Maple/Birch Veneer	\$4,950 Total Plus Tax
(2) HMD & HMF Credit	(\$1,230.00)
 (2) Unfinished Wood Frames to Match Wood Doors	 \$450 Total Plus Tax
	<hr/>
	\$4,170.00
Sales Tax	313.00
	<hr/>
	\$4,483.00

Notes and Exclusions:

Alternates:

Information

If you have any questions, please call me direct at 402-609-7821 or email at dfleuren@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

TWIN CITY HARDWARE

Signed _____
Printed Name _____
Title _____
Date _____

By Dalton Fleuren
Dalton Fleuren
Project Manager

The person signing above acknowledges they are a certified representative of the above listed company with full authority to execute this change order. By signing this change order the above listed company agrees to payment of said Change Order per TCH's credit terms. The person also acknowledges that changes to scope may delay delivery dates as lead times vary based on product availability. All order information, as well as this Change Order Form, must be given to Twin City Hardware with enough time to adhere to lead time requirements, order entry time, shipping time, and workload. Failure to do so absolves Twin City Hardware of any additional costs incurred due to shipment delays. By accepting this correspondence of change, the person also accepts all terms noted on this form, or on any form related to this change, including form of said company accepting the change.

**All prices are confidential and are the property of TCH. Freight F.O.B. destination. Any changes to project documents may affect the price. All changes will be required to have an executed change order signed by all parties prior to any material being released to jobsite. Back charges for work performed without prior written authorization from TCH will not be accepted. This quotation is subject to change if not accepted in writing within 30 days. TCH is a material supplier, no retainage will be accepted.

**Payment Terms are net 30 days from date of invoice. Your FINANCE CHARGE is computed by a single periodic rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18% applied to your "previous balance without deducting current payments and/or credits appearing on the face of the statement." Buyer expressly agrees to pay all of Seller's costs, expenses, and attorneys' fees incurred for enforcement of collection of any amount due Seller under this agreement. Venue is Washington County, MN.

MIDWEST FLOOR COVERING, INC.

COMMERCIAL FLOORING CONTRACTORS

Lincoln Office

3725 Touzalin Ave. ~ Lincoln, NE 68507
402/466-5626 ~ Fax 402/466-6291

Omaha Office

11528 Centennial Rd, Ste. A ~ LaVista, NE 68128
402/827-3535 ~ Fax 402/827-3536

DATE: May 5, 2023
TO: Kingery Construction
CONTACT: Mark Riley
FROM: Dustin Simpson
PROJECT: Crete Isis Theatre
SUBJECT: ASI 03

The following price is associated with changes to plans per ASI 03:

Base Bid Credit:	(\$9,120.00)
Revised Price per ASI 03:	<u>\$8,320.00</u>
	(\$ 800.00)

Tax is included in ASI 03 pricing.

Cornhusker Painting & Powerwashing

1418 S.20th

Lincoln,NE 68502

Phone:402-560-9262

Date: 06/12/23

Customer Named: Kingery Construction

Quote for Isis Theatre Renovation- ASI #03

Deduct for 2 hm jambs and doors: \$200.00

Add for 2 wood doors and jambs: \$370.00

SENTRY ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

CHANGE NOTICE

Sentry Electric Inc

3400 Gladstone St
Lincoln, NE 68504
Telephone: (402) 467-5550
Fax: (402) 467-5548

CCN #

3

Date:

6/15/2023

Project Name:

Isis Theatre

Project Number:

Isis Theatre

Page Number:

1

Client Address:

Kingery Construction

Contact: Mark Riley
201 N 46th St.
Lincoln, NE 68503

Site Address:

Isis Theatre
139 W 13th St
Crete, NE 68333

Work Description

- Install new outlet in mens bathroom closet
- Install 3 fixture P2 provided by owner
- Remove light switch
- Adjust popcorn outlets

Summary

MATERIAL

Total Material		349.94
PROJECT MANAGER @ 12.5%	(1.57 Hrs @ \$73.00)	114.61
Journeyman	(6.26 Hrs @ \$50.00)	313.00
Apprentice	(6.26 Hrs @ \$27.50)	172.15
Subtotal		949.70
Overhead	(@ 10.000 %)	94.97
Markup	(@ 10.000 %)	104.47
Subtotal		1,149.14
Final Adjustment		-0.99
Final Amount		\$1,148.15

CLIENT ACCEPTANCE

CCN # 3
Final Amount: \$1,148.15

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Ross Plumbing Inc
PO Box 227
NE US
(402) 610-1809
troy@rossplumbingco.com



Estimate

ADDRESS
Kingery Construction

ESTIMATE #	DATE	EXPIRATION DATE
2367	05/25/2023	06/25/2023

P.O. NUMBER
ASI #3

ACTIVITY	QTY	RATE	AMOUNT
14 Plumbing 3c. S-1	1	536.00	536.00
14 Plumbing 3d. L-1	1	576.00	576.00
TOTAL			<u>\$1,112.00</u>

Accepted By

Accepted Date

Architect's Supplemental Instructions 03 – Interior Finish Revisions

Project Name: Isis Theatre Renovation
Project Number: 2019.044.00
Date: 2023_04-14

descriptions:

SPECIFICATION ITEMS

(none)

CIVIL DRAWING ITEMS

(none)

STRUCTURAL DRAWING ITEMS

(none)

ARCHITECTURAL DRAWING ITEMS

1. A0.00 – LIFE SAFETY PLAN
 - a. Drawing 1
 - i. Removed Storage 104.
 - ii. Added casework & appliances.
 - iii. Removed Drinking Fountains.
 - iv. Revised Sales 101 casework.
 - v. Eliminated door 100.2 and revised door 100.1 location.

2. A2.00 – FIRST FLOOR PLAN
 - a. Drawing 1
 - i. Removed Storage 104.
 - ii. Added casework & appliances.
 - iii. Removed Drinking Fountains.
 - iv. Revised Sales 101 casework.
 - v.

3. A2.01 – ENLARGED FLOOR PLANS
 - a. Drawing 1
 - i. Revised layout of CIRC 103.
 - ii. Added casework to CIRC 103.
 - b. Drawing 4
 - i. Revised casework at SALES 101.
 - c. Drawing 6
 - i. Drawing added to project.

4. A7.00 – DOOR SCHEDULE, FRAME ELEVATIONS
 - a. Door Schedule
 - i. Door 104 removed from project.
 - ii. Doors 102 & 108 have been changed to WD doors and WD frames. Finish = Stain. Coordinate stain color with wood trim in Lobby.
 - iii. Eliminate door 100.2.
 - iv. Revise door 100.1.

5. A8.00 – REFLECTED CEILING PLAN
 - a. Drawing 1
 - i. Updated ceiling layout of CIRC 103.

6. A9.00 – INTERIOR FINISH PLAN
 - a. Room Finish Schedule
 - i. Room 104 removed from project.
 - b. Finish Legend
 - i. Interior Finishes updated.
 - c. Drawing 1
 - i. Revised layout of CIRC 103.
 - ii. Modified casework at SALES 101.
 - iii. Clarified wall finishes at MEN 102, WOMEN 108, CIRC 103, CIRC 107, and SALES 101.

7. A9.01 – INTERIOR ELEVATIONS
 - a. Drawing 1
 - i. Revised casework layout.
 - ii. Added plate steel wall panels and shelf.
 - iii. Removed refrigerator.
 - b. Drawing 2, 3, 4, 6, 7, 8
 - i. Revised wall finishes and annotations.

MECHANICAL DRAWING ITEMS

(none)

PLUMBING DRAWING ITEMS

1. P1.0 – FIRST FLOOR PLUMBING PLANS
 - a. Added Keynote 6.
 - b. Added 3" FS-1 to CIRC 103.
 - c. Removed EWC-1 and associated plumbing.
 - d. Moved S-1, GI-1 and associated plumbing plan south.
 - e. Moved CB-1 to location of new ice maker.
2. P2.0 – PLUMBING RISERS & DETAILS
 - a. Updated San and Vent Riser – Front.
3. P3.0 – PLUMBING SCHEDULES
 - a. Removed EWC-1 from Plumbing Fixture and Equipment Connection Schedule.
 - b. Added FS-1 to Plumbing Fixture and Equipment Connection Schedule.
 - c. Updated S-1 on Plumbing Fixture and Equipment Connection Schedule.
 - d. Updated L-1 on Plumbing Fixture and Equipment Connection Schedule.

ELECTRICAL DRAWING ITEMS

1. E1.0 – ELECTRICAL FIRST FLOOR POWER PLANS
 - a. Removed Keynote 2.
 - b. Removed reference receptacle switch.
 - c. Added duplex receptacle at 80" and circuit to A-25.
 - d. Added duplex GFI receptacle for soda machine.
 - e. Rehosted floating receptacles.
2. E1.1 – ELECTRICAL FIRST FLOOR LIGHTING PLANS
 - a. Updated lights from W4 to D1 and updated circuit A-14.
 - b. Relocated pilot switch and keynote 5 to projector room.
 - c. Removed exit lighting in equipment room.
 - d. Relocated exit lighting in equipment room.
3. E3.1 – ELECTRICAL SCHEDULES
 - a. Clouded circuiting changes and updates.

TACKarchitects
2922 n 61 street, studio 1
omaha, nebraska 68104
phone: 402.505.9778

Attachments:

Drawing Sheets:

A0.00, A2.00, A2.01, A7.00, A8.00, A9.00, A9.01

P1.0, P2.0, P3.0

E1.0, E1.1, E3.1

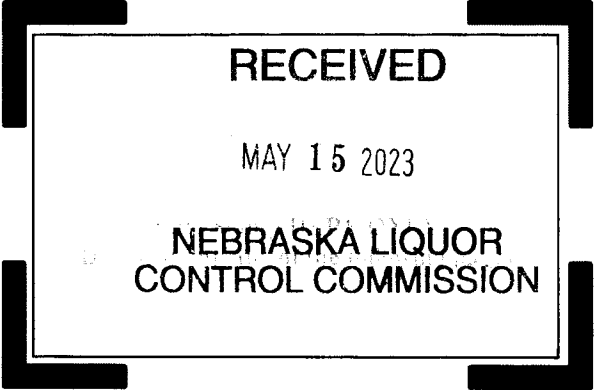
End of Architect's Supplemental Instructions.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: C

License Number:
125770



Office Use Only

NEW / REPLACING 110647 TOP Yes / No

Hot List Yes / No Initial: KF
HJ

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME PWR & DWD Rental Properties, LLC

TRADE (DBA) NAME Old Main Bar & Grill

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Chris Collins

CONTACT EMAIL ADDRESS ChrisC@CapitalTower.com

Chris C
⊕

Purch Agree

Office use only	
PAYMENT TYPE <u>Payport</u>	
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>5/12/23 - BT</u>	
DATE DEPOSITED _____	

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

CLASS OF LICENSE FOR WHICH APPLICATION IS TO BE MADE AND CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR AGENT WITH WHOM YOU ARE DEALING

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) Old Main Bar & Grill

Street Address 1103 Main Ave.

City Crete County Saline ← 22 Zip Code 68333 - 2259

Premises Telephone number 402-418-7101

Business e-mail address Pat@CapitalTower.com

Is this location inside the city/village corporate limits YES X NO _____

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name PWR & DWD Rental Properties, LLC

Street Address PO Box 273

City Waverly State NE Zip Code 68462 - 0273

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 30 x width 100 in feet

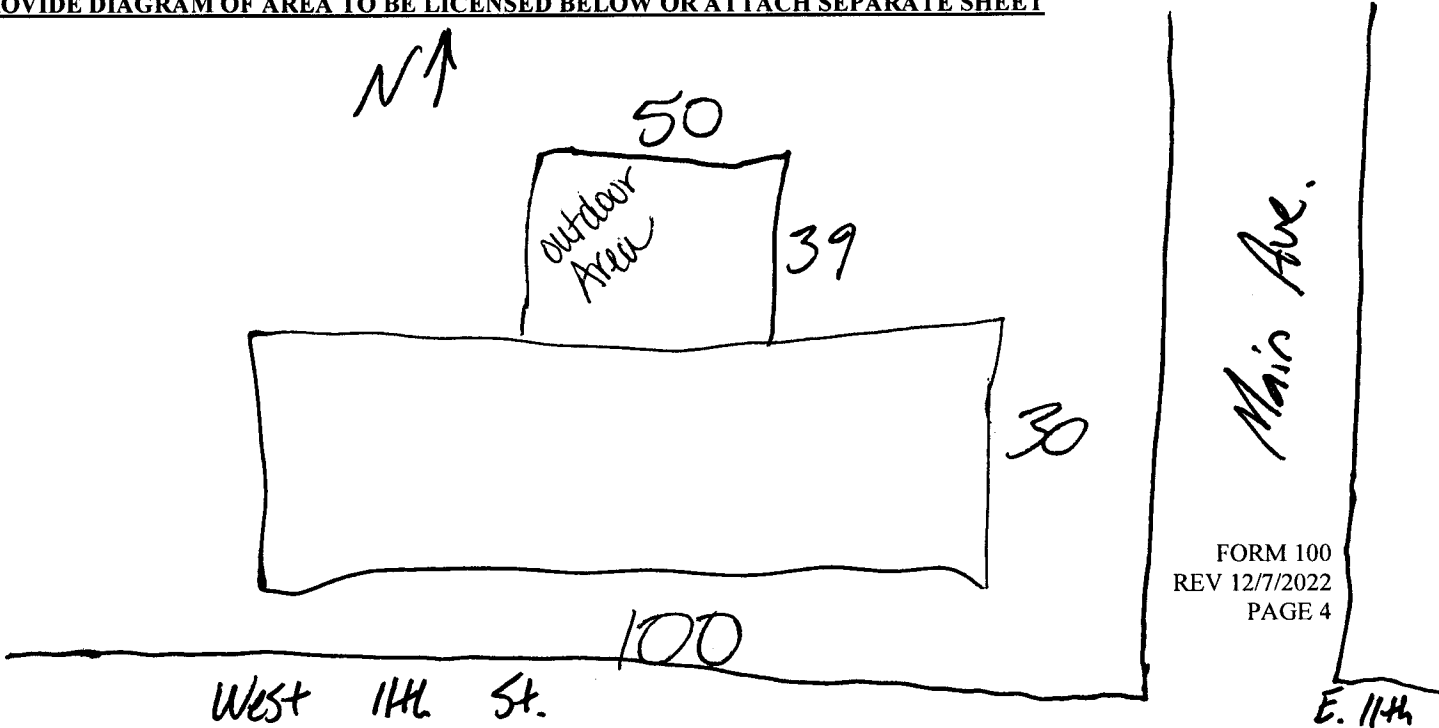
Is there a basement? Yes _____ No X If yes, length 30 x width 100 in feet

Is there an outdoor area? Yes X No _____ If yes, length ~39 x width ~50 in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 3

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Patrick W. Reed	09/1999	Lincoln, NE	DUI	Guilty. 1 Year Probation
				60 Days No Driving
Patrick W. Reed	07/2008	Lincoln, NE	DUI	Guilty. 9 mo. Probation

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number Elle's on Main

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number 110047

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

_____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Union Bank & Trust Patrick Reed, Chris Collins, Renee Greunke

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
N/A		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
N/A		

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? Upon T.O.P. Issuance

15. What will be the main nature of business? Retail food and alcohol sales

16. What are the anticipated hours of operation? 11am-11pm Sunday-Thursday, 11am-2am Friday & Saturday

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
1605 Denton Rd. Pleasant Dale, NE 68426	2019	Current	1605 Denton Rd. Pleasant Dale, NE 68426	2019	Current
1045 182nd Pleasant Dale, NE 68423	2000	2019	1045 182nd Pleasant Dale, NE 68423	2000	2019
1980 Camden Rd. Pleasant Dale, NE 68423	2007	Current			

If necessary, attach a separate sheet

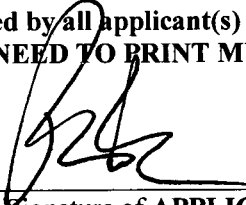
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

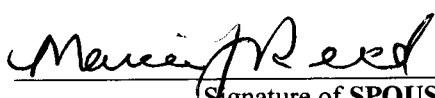
Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of APPLICANT

Patrick W. Reed

Printed Name of APPLICANT



Signature of SPOUSE

Marcie J. Reed

Printed Name of SPOUSE



Signature of APPLICANT

Gregory D. Mach

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Nebraska Secretary of State

PWR & DWD RENTAL PROPERTIES, LLC

Wed May 17 09:03:14 2023

SOS Account Number

10164941

Status

Active

Principal Office Address13330 AMBERLY RD
WAVERLY, NE 68462**Registered Agent and Office Address**RICHARD L. RICE
SUITE 400
134 SOUTH 13TH STREET
LINCOLN, NE 68508-1981**Designated Office Address**13330 AMBERLY ROAD
WAVERLY, NE 68462**Nature of Business**

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Aug 01 2012

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for PWR & DWD RENTAL PROPERTIES, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Aug 01 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Aug 28 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 30 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 03 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 06 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Biennial Report	Feb 21 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 02 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 05 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 19 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

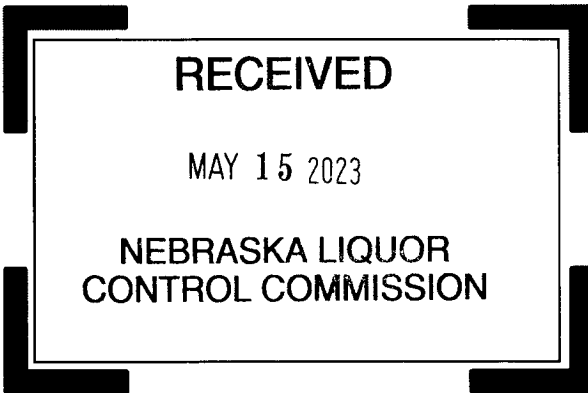
[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

PWR & DWD Rental Properties, LLC

Name of Registered Agent: Richard Rice Suite 400 134 S 13th St. Lincoln, NE 68508-1981

LLC Address: 13330 Amberly Rd.

City: Waverly State: NE Zip Code: 68462 - 9786

LLC Phone Number: 402-786-3333 LLC Fax Number: 402-786-3339

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Reed First Name: Patrick MI: W

Home Address: 1605 Denton Rd. City: Pleasant Dale

State: NE Zip Code: 68423 - 9088 Home Phone Number: 402-890-4261

A handwritten signature in black ink, appearing to read "Patrick Reed".

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Reed First Name: Patrick MI: W

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): Marcie J. Reed

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 51%

** spouse*

Last Name: Mach First Name: Gregory MI: D

Social Security Number: [REDACTED]

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 49%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

**CERTIFICATE OF ORGANIZATION
OF
PWR & DWD RENTAL PROPERTIES, LLC**

1. The name of this limited liability company is PWR & DWD RENTAL PROPERTIES, LLC (the "Company").
2. The street and mailing address of the Company's initial designated office in Nebraska is 13330 Amberly Road, Waverly, Nebraska 68462.
3. The street and mailing address of the initial agent for service of process of the Company is 134 S. 13th Street, Suite 400, Lincoln, Nebraska 68508; the name of the initial agent is Richard L. Rice.

Dated this 1st day of August, 2012.


Richard L. Rice



EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **46-0743756**

Legal Name: **PWR & DWD RENTAL PROPERTIES LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

Help Topics

[Can the EIN be used before the confirmation letter is received?](#)

**OPERATING AGREEMENT
OF
PWR & DWD RENTAL PROPERTIES, LLC
A NEBRASKA LIMITED LIABILITY COMPANY**

**ARTICLE I
DEFINITIONS**

1.01 The following terms shall have the following meanings (unless otherwise expressly provided herein):

(1) "Articles of Organization" shall mean the Articles of Organization of PWR & DWD Rental Properties, LLC, as filed with the Secretary of State of Nebraska as the same may be amended from time to time.

(2) "Capital Account" means as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 8.01.

(3) "Capital Contribution" means any contribution to the capital of the Company in cash, property or services by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Member pursuant to this Operating Agreement.

(4) "Capital Interest" shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.

(5) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(6) "Company" means PWR & DWD Rental Properties, LLC, a Nebraska limited liability company.

(7) "Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain

attributable to any partner nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(e) and 1.704-2, and will be interpreted consistently with those provisions.

(8) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

(9) "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Nebraska Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

(10) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(11) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(12) "Fiscal Year" shall mean the Company's fiscal year, which shall be the year ending on December 31.

(13) "Manager" shall mean one or more managers. The Company shall have one Manager, Patrick W. Reed.

(14) "Member" means each person admitted as a Member and who executes a counterpart of this Operating Agreement as a Member.

(15) "Membership Interest" means the ownership interest of a Member in the Company which shall be expressed percentage equal to that Member's Capital Account divided by the aggregate of all Capital Accounts. The Membership Interests may be identified on a schedule from time to time attached to this Operating Agreement.

(16) "Nebraska Act" shall mean the Nebraska Limited Liability Company Act at *Neb. Rev. Stat. § 21-101, et seq.*

(17) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the accounting principles employed under the acceptable method of accounting at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(18) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(19) "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so requires.

(20) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(21) "Selling Member" shall mean any Member which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest.

(22) "Transferring Member" means a Selling Member.

(23) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II **ORGANIZATION**

2.01 Name. The name of the Company is PWR & DWD Rental Properties, LLC.

2.02 Principal Place of Business. The principal place of business of the Company within the State of Nebraska shall be 13330 Amberly Road, Waverly, Nebraska 68462. The Company, with the written approval of the Manager, may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable.

2.03 Registered Agent. The Company's registered office shall be at the office of its registered agent at 134 S. 13th Street, Suite 400, Lincoln, Nebraska 68508, and the name of its registered agent at such address shall be Richard L. Rice. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Nebraska Secretary of State pursuant to the Nebraska Act.

2.04 Term. The term of the Company shall be perpetual.

2.05 Names and Addresses of Members. The names and addresses of the Members are those appearing on Exhibit A, attached hereto and made a part hereof.

ARTICLE III BUSINESS OF COMPANY

3.01 Permitted Business. The business of the Company shall be the ownership of commercial real estate. The Company, with unanimous approval of its Managers, may take any action necessary:

(1) to conduct any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(2) to further the Company's business or any reasonably connected business which may be legally exercised by limited liability companies under the Nebraska Act.

ARTICLE IV MANAGEMENT

4.01 Managers. The Members of the Company hereby vest the management of the Company with two Managers (the "Managers"), who shall have exclusive power and authority to conduct the business affairs of the Company, except those powers expressly reserved to the Members by this Agreement, the Articles or the Nebraska Act. The Manager is PATRICK REED ("Reed"), who shall serve until the earlier of his death, resignation, or removal. A Manager may be removed: (1) by order of a court of competent jurisdiction; (2) for conviction of a felony; (3) for misappropriation of Company assets; (4) willful misconduct or gross negligence in performance of his duties to the Company; and (5) assignment of assets for benefit of creditors or filing bankruptcy. A Manager shall be subject to removal for cause, including, but not limited to, the events or actions listed in this Section 4.01; a Manager may not be removed without cause. Except as otherwise provided in Sections 4.02 and 4.03 herein, a Manager may act on behalf of and bind the Company for acts permitted by this Agreement, the Articles or the Act. The act of the Managers shall constitute an act of the Company.

4.02 Matters Requiring Consent of Managers. In connection with the business operations and management of the Company, the consent of the Manager shall be required before the Company may:

- (a) incur any indebtedness for borrowed money on behalf of the Company, or any modification of any such indebtedness;
- (b) make payment in any amount or distribute or convey any asset of the Company to any Manager or Member from any account of the Company;
- (c) guaranty the obligations of any other person or entity;
- (d) create, or enter into, any business line or product offering that is not in place as of the effective date of this Agreement other than in the ordinary course of business;
- (e) commence, settle or compromise any litigation or arbitration for any amount;
- (f) approve or vote to approve the budget of the Company for any fiscal year;
- (g) enter into any joint venture, partnership, strategic alliance or other contractual relationship with any other person or entity, or acquire any equity interests in any other entity;
- (h) make, execute or deliver any assignment for the benefit of creditors, or file a petition for relief under bankruptcy or insolvency laws;
- (i) establish or change (or vote to establish or change) the commitment of authority of any Manager of the Company;
- (j) enter into, modify or terminate (or vote to enter into, modify or terminate) any employment relationship between the Company and any person;
- (k) enter into any lease or rental agreement for property or equipment of any kind;
- (l) sale of assets other than in the ordinary course of business;

The consent of the Manager shall also be required as elsewhere provided in this Operating Agreement.

4.03 Matters Requiring Consent of Members. The unanimous consent of the Members shall be required before the Company may:

- (a) effect any amendment to the Articles or this Operating Agreement;
- (b) effect any valuation of the Company, or its equity in conjunction with any offering or issuance of units in the Company, or of instruments exercisable for or convertible into Units in the Company, other than as set forth in the Loan Agreement;
- (c) effect any issuance of any Membership Interest in the Company or any options, warrants or other rights to acquire, or instruments convertible into a Membership Interest in the Company;
- (d) effect (or vote to effect) any sale, dissolution, merger or consolidation of the Company, or any sale of all or substantially all of the assets of the Company;
- (e) admit any additional or substitute Members;
- (f) the removal or appointment of any Manager.

The unanimous consent of the Managers shall also be required as elsewhere provided in this Operating Agreement.

4.04 Liabilities of Managers. In carrying out their duties to the Company, the Managers shall not be liable to the Company or any Member for any actions taken pursuant to authority granted in this Agreement which is taken in good faith and reasonably believed by the Manager taking the action to be in the best interest of the Company, or for good faith errors of judgment. Managers shall, however, be liable for any damage to the Company and/or its Members for: (1) misconduct or negligence in the performance of their duties as a Manager; (2) any action or inaction in violation of this Agreement, the Articles of Organization, the Act or any other agreement between the Managers or Members; and (3) violation of any law or governmental regulation of any kind. The Managers shall not be expected to devote their full time and attention to the affairs of the Company, but shall devote such amounts of time and attention as are reasonable and appropriate in his good faith judgment under the circumstances prevailing from time to time. In discharging his duties, a Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data prepared or provided by legal counsel, public accountants or other persons as to matters the Managers reasonably believe are within the person's professional or expert competence.

4.05 Compensation and Benefits. The unanimous vote of Members shall be required for any payments or benefits provided to any Manager.

4.06 Manager Meetings. A meeting of the Managers shall occur not less than monthly, unless waived by each Manager in writing.

ARTICLE V
RIGHTS AND OBLIGATIONS OF MEMBERS

5.01 Tax Matters Member. The initial "tax matters member" for purposes of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code") shall be PATRICK W. REED. The initial tax matters member shall remain the Company's tax matters member until a successor is chosen by the Managers.

5.02 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Nebraska Act and other applicable law.

5.03 Company Debt Liability. A Member shall not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member under Section 7.01 or 7.02 to make Capital Contributions, except as provided in Section 5.04 herein or as otherwise required by law.

5.04 Liability of a Member to the Company. A Member shall be liable to the Company for any payment or benefit received which is in violation of:

- (1) any term or provision of this Operating Agreement;
- (2) the Articles of Organization;
- (3) the Nebraska Act;
- (4) any applicable law or regulation; or
- (5) which payment or benefit occurred when the Company's liabilities exceeded its assets.

5.05 Priority and Return of Capital. Except as may be expressly provided in Article X, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.06 Liability of a Member to the Company.

(a) A Member who rightfully receives the return in whole or in part of its contribution (as defined in Section 21-2620 of the Nebraska Act) is nevertheless liable to the Company only to the extent now or hereafter provided by the Nebraska Act.

(b) A Member who receives a distribution made by the Company:

- (i) which is either in violation of this Operating Agreement, or
- (ii) when the Company's liabilities exceed its assets (after giving effect to the distribution), is liable to the Company for a period of six years after such distribution for the amount of distribution.

ARTICLE VI

MEETING OF MEMBERS

6.01 Annual Meeting. The annual meeting of the Members shall be held on the third Thursday in January or at such other time as shall be determined by resolution of the Members for the purpose of the transaction of such business as may come before the meeting.

6.02 Special Meetings. Special meetings of the Members may be called by the Managers or by any Member.

6.03 Place of Meetings. The place of meeting shall be the principal office of the Company, unless another place in the State of Nebraska is unanimously agreed upon by the Managers.

6.04 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

6.05 Manner of Acting. The affirmative vote of Members holding in excess of fifty percent (50%) of the Membership Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Nebraska Act, by the Articles of Organization, or by this Operating Agreement.

6.06 Action by Written Consent. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

6.07 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

7.01 Members' Capital Contributions. Each Member has contributed the amount as set forth in Exhibit B hereto as its share of the Initial Capital Contribution.

7.02 Additional Contributions. Unless unanimously approved by the Members, no Member shall be required to make any additional contributions to the Capital of the Company, unless unanimously approved by the Managers. Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Membership Interests.

ARTICLE VIII

MAINTENANCE OF CAPITAL ACCOUNTS

8.01 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to Section 752 of the Code); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to Section 752 of the Code); (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code; and (4) allocations to the account of such Member of Company loss and deduction as set forth in the Treasury Regulations, taking into account adjustments to reflect fair market value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.01 is intended to comply with the requirements of Section 704(b) of the Code and Treasury Regulations promulgated thereunder. If in the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.01 should be modified in order to comply with Section 704(b) of the Code and Treasury Regulations thereunder, then notwithstanding anything to the contrary containing in the preceding provisions of this Section 8.01, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Nebraska Act (and subject to Section 7.02), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

8.02 Transfer of Capital Accounts. If all or a portion of a Membership Interest in the Company is transferred in accordance with the terms of the Articles and this Operating Agreement, the transferee shall succeed to that portion of the Capital Account of the transferor which is allocable to the transferred interest.

8.03 Loans to Company. If the Company has insufficient funds to meet its obligations as they become due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Managers; provided that the terms of such borrowing shall be commercially reasonable. The Company may pledge its assets to secure such borrowing.

8.04 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of his Capital Contribution, has only the right to demand and receive cash in return for his Capital Contribution.

ARTICLE IX

ALLOCATIONS OF PROFITS AND LOSSES

9.01 Allocations. Unless otherwise determined in accordance with Section 9.02 hereof, the Company's profits or losses for any fiscal year shall be allocated among the Members in accordance with their respective Membership Interests.

9.02 Special Allocations to Capital Accounts. Notwithstanding Section 9.01 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Section 705(a)(2)(B) of the Code shall be charged to the Capital Account of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Accounts of any Members which would not have Deficit Capital Accounts as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 9.01.

(b) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income or gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 9.02(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations, the Capital

Account of such Member shall be specifically credited with items of Membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 9.02, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a taxable year of the Company, then, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to the Member's share of the net decrease in Company minimum gain. This Section 9.02(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Managers may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of the Company loss, deduction and expenditures described in Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Member's Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(2)(iv)(d)(3) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss

that that would have been allocated to such Member under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner shall be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Precontribution Gain (as defined in Section 737(b) of the Code) of the Member or Economic Interest Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Section 704(c)(1)(B) of the Code if all property which (1) had been contributed to the Company within five years of the distribution, and (2) is held by the Company immediately before the distribution, had been distributed by the Company to another Member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed by the distributee Member or the Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 9.02(i) and shall not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimus amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimus amount) by the Company to a retiring Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, the Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect

to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Section 704(c) of the Code.

(k) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Sections 9.02(b), (c) and/or (d) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 9.01, so that the net amount of any items charged or credited to Capital Accounts pursuant to Section 9.01 and 9.02 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article IX if the special allocations required by Sections 9.02(b), (c) and/or (d) hereof had not occurred.

9.03 Other Allocation Rules.

(a) To determine the profits, losses, or any other items allocable to any period, profits, losses and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers, using any permissible method under Internal Revenue Code Section 706 and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

ARTICLE X NONLIQUIDATING DISTRIBUTIONS

10.01 Discretionary Distributions. To the extent that the Company's assets exceed its liabilities (other than liabilities to Members on account of their capital contributions) and to the extent necessary reserves exist as required by Section 10.03, the Company may, with the unanimous approval of the Members, may make nonliquidating distributions of cash or other property to Members from time to time on a pro rata basis in accordance with the Members' respective Membership Interests. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be

treated as amounts distributed to the relevant Member or Members pursuant to this Section 10.01.

10.02 Mandatory Tax Distributions. To the extent that the Company's assets exceed its liabilities (other than liabilities to Members on account of their capital contributions), unless otherwise agreed by all Members, the Company shall make nonliquidating distributions of cash to the Members pro rata in accordance with their respective Membership Interests, within two and one-half months after the end of each fiscal year, in an amount estimated to be sufficient to satisfy the Members' respective income tax liabilities resulting from allocations of profits to their Capital Accounts for the immediately preceding fiscal year; provided, however, that the amount of such distributions with respect to any fiscal year may be reduced by the amount of any prior nonliquidating cash distributions made to the Members respecting such fiscal year.

10.03 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company and the Company has a cash reserve in excess of \$25,000.00. The Company's cash reserve shall be determined by cash on hand in the Company's accounts and deducting therefrom all Company accounts payable and liabilities on such date.

10.04 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the accrual method of accounting. It is intended that the Company will elect those accounting methods which provide the Company and the Members with the greatest tax benefits.

10.05 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

10.06 Accounting Period. The Company's accounting period shall be the calendar year.

10.07 Records, Audits and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(b) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the four most recent years;

(c) Copies of the Company's currently effective written Operating Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(d) Minutes of every annual, special and court-ordered meeting;

(e) Any written consents obtained from Members for actions taken by Members without a meeting.

10.08 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year. The Managers shall timely file with the Nebraska Department of Revenue the Company's annual Nebraska return. All elections permitted to be made by the Company under federal or state laws shall be unanimously agreed to by the Managers.

ARTICLE XI

RESTRICTIONS ON TRANSFER

11.01 Transfers Generally. No Member may transfer or assign by contract or operation of law all or any portion of the Member's interest in the Company to any person not then a Member in the Company without the prior written consent of all other Members. If a Member in the Company does not obtain the prior written consent of all other Members of the Company to the transfer or assignment by contract or operation of law of all or any portion of such transferring Member's interest in the Company to a non-Member transferee, then even if the transfer is otherwise permitted by law, such transferee shall have no right to participate in the management of the Company or to become a Member of the Company. In such event, the non-Member transferee shall only be entitled to receive the share of the Company's profits or other compensation by way of income allocable to the transferred interest and the return of any capital contributions to which the transferring Member would otherwise have been entitled with respect to the transferred interest. Any Member of the Company may in such Member's sole discretion withhold consent to any such transfer or assignment. Nothing set forth in this Article XI is intended to alter the requirement in Section 12.01 that the Company shall dissolve and commence winding up and liquidating upon the occurrence of the Liquidating Event.

11.02 Absolute Prohibition. Notwithstanding any other provision in this Article XI, the Membership Interest of a Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered if, as a result, the Company would be terminated for federal income tax purposes in the

opinion of attorneys for the Company or such action would, in the opinion of Company attorneys, result in violation of federal or state securities laws.

11.03 Members Acquiring Membership Interest from Company. No Person, other than Reed, shall be admitted as a Member of the Company, except upon unanimous written consent of the Members.

11.04 Resignation. No Member shall resign from the Company except upon unanimous written consent of the Members. Any attempted resignation without such consent shall be ineffective.

ARTICLE XII

DISSOLUTION AND WINDING UP

12.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events (each a "Liquidating Event"):

(i) by the unanimous written agreement of all Members; or

(ii) upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the last Member or occurrence of any other event which terminates the continued membership of the last Member in the Company.

(b) Notwithstanding anything to the contrary in this Operating Agreement, if a Member or Members owning Capital Interests which in the aggregate constitute not less than two-thirds of the Capital Interests vote to dissolve the Company at a meeting of the Company, then all of the Members shall agree in writing to dissolve the Company as soon as possible (but in any event not more than 10 days) thereafter.

(c) As soon as possible following the occurrence of any of the events specified in this Section 12.01 effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the Nebraska Secretary of State and file same with the Nebraska Secretary of State's office.

(d) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

(e) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall become an Economic Interest Owner. Damages for breach of this Section 12.01(e) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

12.02 Effect of Filing of Dissolving Statement. Upon the filing by the Nebraska Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

12.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager(s) shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager(s) shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager(s) may determine to distribute any assets to the Members in kind),

(ii) Allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article IX hereof,

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingencies and foreseeable liabilities of the Company (for purposes of determining the

Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(iv) Distribute the remaining assets in the following order:

(1) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article IX and Section 8.01 of this Operating Agreement to reflect such deemed sale.

(2) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Manager(s), with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 12.03(b)(1). Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.04 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the Nebraska Act. Duplicate originals of such articles of dissolution shall be delivered to the Nebraska Secretary of State.

12.05 Certificate of Dissolution. Upon the issuance of the certificate of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Nebraska Act. The Manager(s) shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.06 Return of Contribution Nonrecourse to Other Members. Except as otherwise provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contributed of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

13.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

13.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for business of the type engaged by the Company. Such books and records shall be maintained as provided in Section 10.04. The books and records shall at all times at a minimum be maintained at the principal executive office of the Company or any additional locations deemed necessary by the managers and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owners or their duly authorized

representatives during reasonable business hours. Monthly financial statements shall be completed by the twentieth (20th) day of the following month.

13.03 Application of Nebraska Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Nebraska, and specifically the Nebraska Act.

13.04 Waiver and Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.05 Amendments. This Operating Agreement may not be amended except by the unanimous agreement of all of the Members.

13.6 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.7 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.9 Waivers. The failure of any party to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.10 Right and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any right or remedy by any party shall not preclude or waive the right to use any or all other remedies, said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.11 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

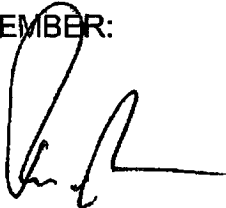
13.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

THE MEMBERSHIP INTERESTS ISSUED BY THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS ARE BEING OFFERED AND SOLD PURSUANT TO AN EXEMPTION UNDER THE SECURITIES ACT AND/OR PURSUANT TO REGULATION D OF THE SECURITIES AND EXCHANGE COMMISSION. BECAUSE THE MEMBERSHIP INTEREST HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE, THEY CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE MEMBERSHIP INTERESTS UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE.

ARTICLE XI OF THIS AGREEMENT PROVIDES FOR FURTHER RESTRICTIONS ON TRANSFER OF A MEMBER'S INTERESTS IN THE COMPANY.

IN WITNESS WHEREOF, this Agreement is effective the 20 day of August, 2012.

MEMBER:



Patrick W. Reed

EXHIBIT A
MEMBER OF PWR & DWD RENTAL PROPERTIES, LLC

Patrick W. Reed

EXHIBIT B

INITIAL CAPITAL CONTRIBUTION

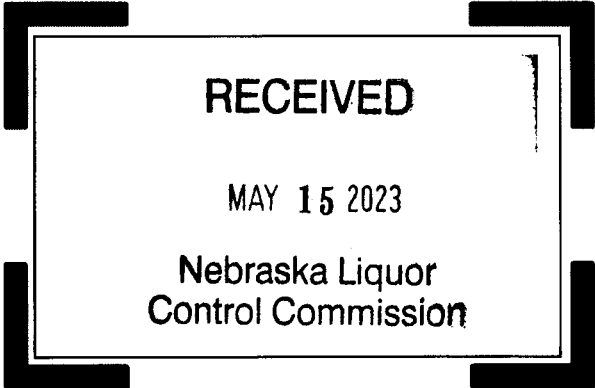
<u>Member</u>	<u>Property Contributed</u>	<u>Agreed Value</u>	<u>Initial Percentage Interest</u>
Patrick W. Reed	Cash	\$1,000.00	100%

**MANAGER APPLICATION
FORM 103**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: PWR & DWD Rental Properties, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Old Main Bar & Grill

Premises Street Address: 1103 Main Ave.

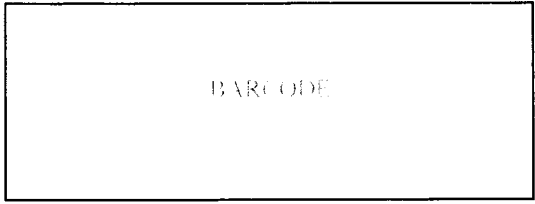
City: Crete County: Saline Zip Code: 68333-2259

Premises Phone Number: 402-418-7101

Premises Email address: Pat@CapitalTower.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: Reed First Name: Patrick MI: W

Home Address: 1605 Denton Rd.

City: Pleasant Dale County: Seward Zip Code: 68423-9088

Home Phone Number: 402-890-4261

Driver's License Number: [REDACTED]

Social Security Number: 5 [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Omaha, NE

Email address: Pat@CapitalTower.com

Are you married? If yes, complete spouse information (even if spouse is deceased or absent)

YES NO

Spouse's information

Spouses Last Name: Reed First Name: Marcie MI: J *X spouse*

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Hastings, NE

APPLICANT'S SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
1605 Denton Rd. Pleasant Dale, NE 68423	2019	Current			
1045 182nd Pleasant Dale, NE 68423	2000	2019			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1992	Current	Capital Tower & Communications, Inc.	Owner	402-786-3333

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Patrick W. Reed	09/1999	Lincoln, NE	DUI	Guilty. 1 Year Probation
				60 Days No Driving
Patrick W. Reed	07/2008	Seward, NE	DUI	Guilty. 9 mo. Probation

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

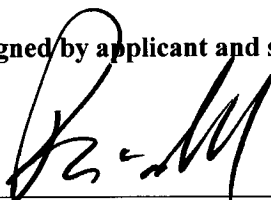
YES NO

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

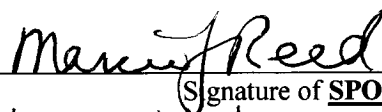
Must be signed by applicant and spouse.



Signature of APPLICANT

Patrick W. Reed

Printed Name of APPLICANT



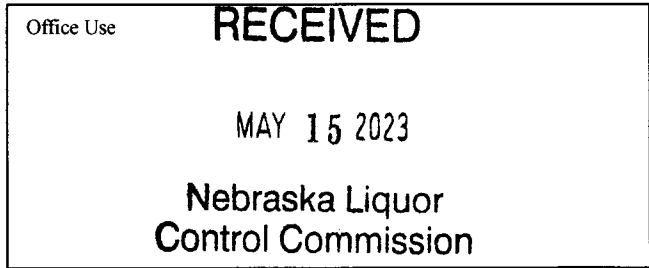
Signature of SPOUSE

Marcie J. Reed

Printed Name of SPOUSE

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Marcie J Reed

Signature of **NON-PARTICIPATING SPOUSE**

Marcie J. Reed

Print Name

Patrick W Reed

Signature of **APPLICANT**

Patrick W. Reed

Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me
this 10th Day of May, 2023 (date)

The foregoing instrument was acknowledged before me
this 10th Day of May, 2023 (date)

by Marcie J. Reed

by Patrick W. Reed

Name of person acknowledged
(Individual signing document)

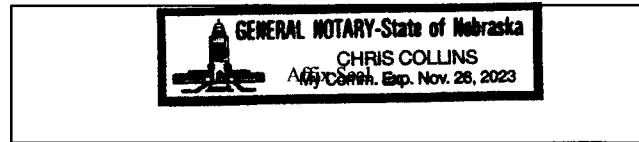
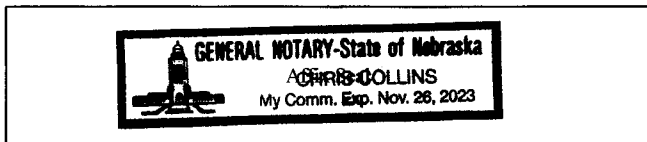
Name of person acknowledged
(Individual signing document)

Chris Collins

Chris Collins

Notary Public Signature

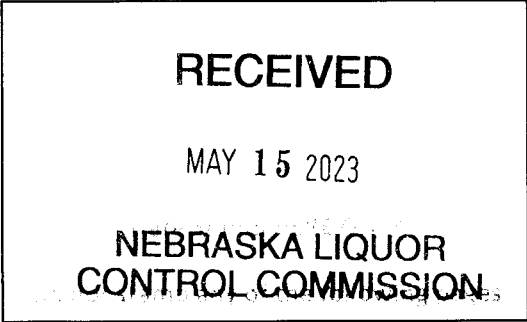
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Old Main Bar & Grill

Name of Person Being Fingerprinted: Patrick W. Reed

Date of Birth: [REDACTED]

Date fingerprints were taken: 05/09/2023

Location where fingerprints were taken: Saline County Sheriff's Office

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

TO THE PEOPLE

Of the United States
in Order to afford a more uniform
mode for communication between
the several States and cities
and to enable and protect the
people of the United States of America



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Surname / Nom

REED

Given Names / Prénoms / Nombres

PATRICK WILLIAM

Citizenship / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

15 OCT 1970

Place of birth / Lieu de naissance / Lugar de nacimiento

NEBRASKA U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

01 OCT 1970

Place of issue / Lieu de délivrance / Lugar de expedición

Embassy of the United States of America

Washington, D.C. U.S.A.

SEE PASSPORT



P<USAPASD<<PATRICK<WILLIAM<REED<15<OCT<1970<NEBRASKA<U.S.A.<01<OCT<1970<Embassy of the United States of America<Washington, D.C. U.S.A.<SEE PASSPORT



[Back to Lookup](#) / [Registrant Detail](#)

Patrick W Reed

Political Party
Republican

Precinct
1 Precinct - Pleasant Dale

Election Details

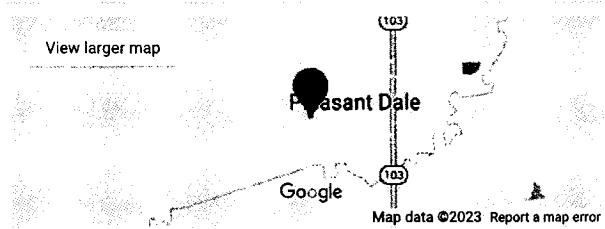
11/08/2022 2022 General Election ▼

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Pleasant Dale Community Hall

📍 Ash St. Pleasant Dale, NE 68423



Ballot Styles

1 06

Districts

Show ▼

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PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 82217962
5/10/2023 01:55 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Chris Collins
Type: Visa
Credit Card Number: **** * 5386

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	78312764	\$45.25
Applicant Name: Patrick W. Reed			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Old Main Bar & Grill

Name of Person Being Fingerprinted: Gregory D. Mach

Date of Birth: [REDACTED]

Date fingerprints were taken: 5-5-23

Location where fingerprints were taken: Saline County

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

J. Mach
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

11/03/2006

LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER
ASSISTANT STATE REGISTRAR
HEALTH AND HUMAN SERVICES

STATE OF NEBRASKA - DEPARTMENT OF HEALTH AND HUMAN SERVICES
Bureau of Vital Statistics
CERTIFICATE OF LIVE BIRTH

15-01683

FULL NAME: Gregory Dean

SEX: Male MARRIAGE STATUS: Single

CITY, TOWN, OR LOCATION OF BIRTH: Crete

MOTHER - MARDEN NAME: Carol

EVIDENCE - STATE: Nebraska

FATHER - NAME:

NOV 11 2006 11:17 73



[Back to Lookup](#) / [Registrant Detail](#)

Gregory D Mach

Political Party
Democratic

Precinct
I Precinct - Pleasant Dale

Election Details

11/08/2022 2022 General Election

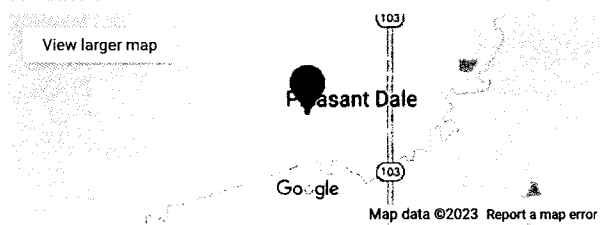


We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Pleasant Dale Community Hall

Ash St. Pleasant Dale, NE 68423



Ballot Styles

I 07

Districts

Show

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PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

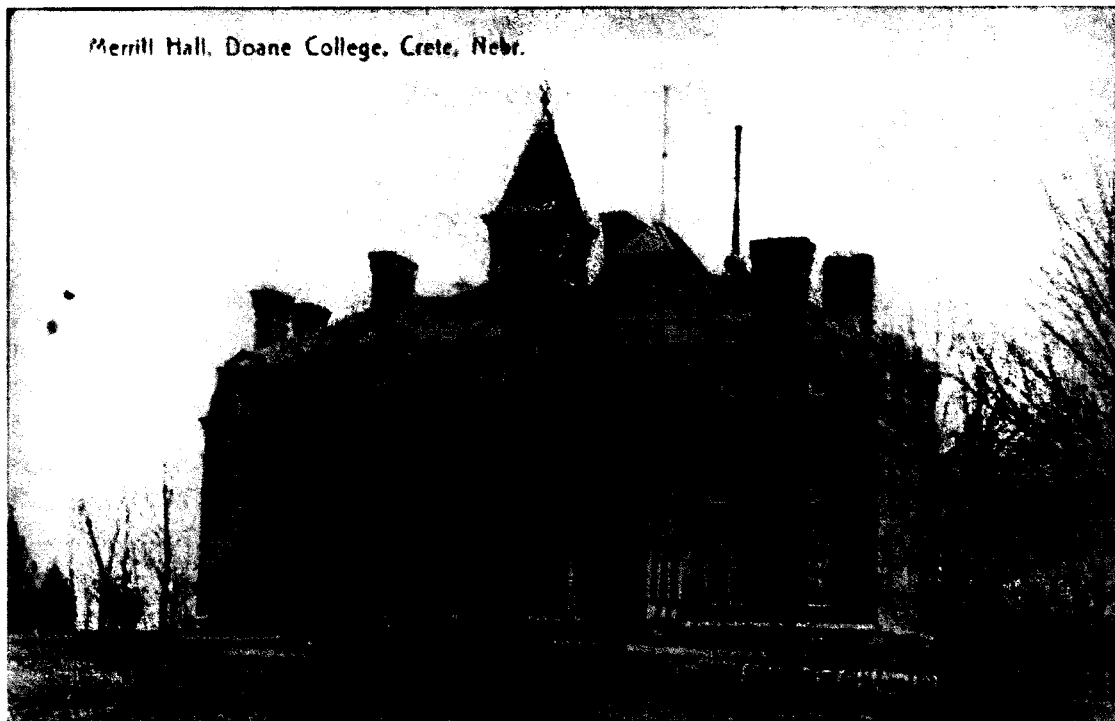
4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 82218622
5/10/2023 01:58 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Chris Collins
Type: Visa
Credit Card Number: **** * 5386

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	78312556	\$45.25
Applicant Name: Gregory D. Mach			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

Old Main Bar and Grill





Old Main Bar and Grill

1103 Main Ave.

Crete, Ne 68333

Gregory Mach, Manager

(402)826-0148

Gregorymach91@hotmail.com

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The undersigned reader of **Old Main's** Business Plan hereby acknowledges that the information provided is completely confidential and therefore the reader agrees not to disclose anything found in the business plan without the express written consent of **Gregory Mach.**

It is also acknowledged by the reader that the information to be furnished in this business plan is in all aspects confidential in nature, other than information that is in the public domain through other means and that any disclosure or use of the same by the reader may cause serious harm and or damage to **Old Main.**

Upon request this business plan document will be immediately returned to **Gregory Mach.**

Signature

Name (typed or printed)

Date

This business plan does not imply an offering of securities.



Company Structure

Overview

Legal Structure

The legal structure of the **Old Main Bar and Grill** is a limited liability company.

Founded

May 2023

Ownership

The Company is owned by:

Patrick Reed: 51%

Gregory Mach: 49%

Location

1103 Main Ave. Crete Nebraska

Mission

Old Main Bar and Grill will be a great place to eat, combining an intriguing atmosphere with excellent, interesting food. The mission is not only to have great tasting food, but have efficient and friendly service because customer satisfaction is paramount. We want to be the restaurant choice for all families.

Vision

To make a difference in our community by bring diverse food into the area and giving back to the community in which we serve.

Hours of operation

Sunday through Thursday 11:00 to 23:00

Friday and Saturday 11:00 to 02:00



Company Summary

Company Description

Old Main offers fine American Cuisine and Pizzas.

Old Main intends to cater a wide group of people. **Old Main** wants everyone to feel welcome and relaxed in a quiet atmosphere with a wide and varied menu. The Company goal is to have something for everyone on the menu.

The downtown setting will be a great atmosphere for the local crowds. The service will be very friendly and fast. The establishment will hire the best people available, training, motivating, and encourage them, and thereby retaining the friendliest most efficient staff possible. The management team is comprised of individuals whose backgrounds consist of 20 years experience in food, restaurant, catering, management, and customer service. Catering will be a major part of the business. Now customers can leave it to **Old Main** to get the finest, most memorable party or food ever. The establishment will be offering high-quality service and excellent food.

Menu

The menu will be inspired using quintessential Nebraskan fare, with specialties like locally sourced beef. The establishment will also have daily specials. Adding value will be an interesting dessert menu with specialties every day. The menu will change every 3-4 months but we will keep the favorites. Prices will be competitive with other restaurants in the area. However, it is the strategy of **Old Main** to give a perception of higher value than its competitors, through its food, service and entertainment.

Revenue: Pricing and Profitability

The restaurant will make money from the sale of food, beverages, alcohol, desserts, catering, and take-out. Prices will be competitive with other upscale restaurants in the area

Pricing

- Meal Price range from \$12 – \$35
- Average lunch price: \$15
- Average dinner price: \$25

The dining room will have a seating capacity of 87 seats as well as additional outside seating.

The goal of the establishment is to have 125 customers per day with an average ticket of 25 over the next 12 months, which will result in estimated revenue of \$1,125,000.



Keys to Success

- The creation of a unique and innovative fine dining atmosphere will differentiate us from the competition. The restaurant will stand out from the other restaurants in the area because of the design and decor.
- Food product quality, not only great food but great service and atmosphere.
- The menu will appeal to a wide and varied customer base.
- Controlling costs at all times.

Competition & Competitive Advantages

Competition

Competition in the local area is somewhat sparse and does not provide nearly the level of product quality and customer service customers are looking for a high-quality product in a relaxing atmosphere. They desire a unique, high-quality experience.

Old Main faces competition from the following companies:

- *Christina's – Mexican Cuisine*
- *9th street grill – An American fare restaurant with short hours.*
- *Pizza Hut– A chain pizza restaurant.*

Competitive Advantages

Old Main will have several competitive advantages including:

- *Location with ample parking*
- *Type of Food*
- *Quality Ingredients*
- *Friendly staff*
- *More variety than any of the closest competitors*



- *Appropriate and ample hours of operation*
- *Competitive pricing*

Marketing Strategy

The strategy is simple, **Old Main** intends to succeed by giving people excellent food in an environment that appeals to a varied group of people. **Old Main** will focus on maintaining quality and establishing a strong identity in the area. The main focus in marketing will be to increase customer awareness in the surrounding area. **Old Main** will direct all of our marketing efforts toward the goal of explaining who **Old Main** is and what **Old Main** does. **Old Main** will keep our standards high and execute the concept so that word-of-mouth will be the main marketing force.

Old Main will create an appealing and entertaining environment with quality at a competitive pricing. An exciting new restaurant, **Old Main** will be talked about. Therefore, the execution of our concept is the most critical element of this plan. All menu items are competitively priced for the area. While the company is not striving to be the lowest-priced restaurant, **Old Main** is aiming to be the value leader in Crete.

Marketing

Old Main utilizes several marketing methods include the following:

- **Advertising**
- **Website Design**
- **Social Media Campaigns**

Web Plan

Old Main will have a website.

URL: www.oldmaingrill.com

Old Main understands the importance of a website and online menu.

It will be the virtual business card and portfolio for the company, simple, classy, and well designed. The site will offer the menus, prices, reviews, and happenings at **Old Main**. **Old Main** will also have a social media account to get new customers interested in the restaurant food. Customers will also be able to send us an E-mail or book catering orders online.

Sales Strategy

The sales plan is to establish and maintain position with the local customers. The strategy is to build more customers in order to increase revenue and repeat business. The



company will focus on making all customers happy with the food, beverage, and service options.

Old Main will have an experienced staff that knows the food and menu inside and out. The company will train every new employee.

Positioning

Old Main takes the position that its primary role in the marketplace is being a provider of top quality, American food restaurant everyday people. This is how **Old Main** will distinguish itself in the marketplace. The company wants the target customers to think about **Old Main** whenever people think about the best place for American food. The company wants them to choose **Old Main** because people associate it with quality.

Pricing

Old Main seeks a balance between quality of offering, price, and the value that may be derived from the competition. The company believes it offers the best balance of these aspects in the minds of the target customers. Ultimately, the company wants to ensure that all of the target customers equate **Old Main** with great value.



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL PURCHASE AGREEMENT

RE/MAX Home, Farm & Ranch - NP 422 N Dewey Street, North Platte, NE 69101 April 5, 2023
(Firm and address) (date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Lea Reece
of RE/MAX Home, Farm & Ranch - NP (company)
(308) 530-8085 (agent's cell)

Is the agent of: [] Seller exclusively [X] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

Agent: Elle's on Main LLC
of Elle's on Main (ESBO owner) (company)
(agent's cell)

Is the agent of: [X] Seller exclusively [] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

- 1. Address: 1103 Main Ave, Crete, NE 68333
2. Legal Description: CRETE CITY S24' LOT 6 & 6'X120' PT OF ST BLK 16, Crete, Saline County, NE and Crete City South 1/2 of Lot 5 & North 18' of Lot 6 Blk 16, Crete, Saline County, NE (Property)

3. Personal Property. [X] If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this Agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included is as follows: Please see attached list

4. Price. Buyer agrees to pay \$160,000.00, allocated \$100,000.00 for land and buildings and \$60,000.00 for the personal property, on the following terms: an earnest money deposit of \$1,000.00 at this time as shown by the receipt herein. If paid by check, it will be cashed. If the selling broker is other than the listing broker the earnest money will be transferred to the listing broker upon acceptance. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # A:

A. Cash at Closing - No Financing Being Required: Balance of \$159,000.00 shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 10 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

B. Conditional Upon Loan: Balance of \$ shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ on the following terms: initial interest not exceeding % per annum; amortized over not less than years; points not to exceed . Loan origination and all service fees shall be

Seller: [Signature] Buyer: [Signature]
Date: 4/14/2023 Date: 4/14/2023

paid by Buyer. Buyer agrees to make application for the loan within _____ days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after _____ unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. **Title.** Seller agrees to convey marketable title to Buyer by warranty deed or none other free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

6. **Real Estate Taxes/Prorations.** Seller shall pay all taxes to and including closing date (date). Taxes for the calendar year 2023, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. **Compliance with Law.** Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

8. **Maintenance/Repairs/Replacements, Cost to Seller.** Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. **Due Diligence.** This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before April 25, 2023 (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before 10 days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate 5 days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

10. **Utilities.** Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.
 Electric Gas Water Other _____

11. **Access to Property.** Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. **Condition of Property.** Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated N/A and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.

If checked, a disclosure is attached.

Seller: LB / _____ Date: 4/14/2023

Buyer: PR / _____ Date: 4/14/2023

Buyer: G / _____

13. **Risk of Loss.** Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

14. **Possession and Closing.** Closing of the sale shall be on May 10, 2023 (date) or within _____ days after loan approval, whichever shall last occur. Possession of Property shall be given on day of closing (date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be Titlecore National, Lincoln NE (Title Company) and escrow closing charges shall be paid as follows: _____

16. **Rescission, Termination or Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. **Foreign Investment and Real Property Tax Act (FIRPTA).** The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within _____ days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. **Tax Deferred Exchange.** In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. **Rights of Persons in Possession.** If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.
 If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyers' obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

Seller: LB Date: 4/14/2023
Buyer: PR G r Date: 4/14/2023

20. **Income/Expense.** If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.** If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by _____ (date), either party may rescind this Agreement.

23. **Use.** If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows:

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before April 14, 2023 (date) at 6:00PM o'clock PM.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions.** Seller agrees to continue to operate business for 30 days after closing date of property. \$2000 worth of alcohol and food must be left by seller at closing.

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda) _____

(Seller _____ / _____) (Buyer _____ / _____)

28. **Mediation and Arbitration.** [If checked]

(a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.

(b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

(c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in

Seller: LB Buyer: PR GR
Date: 4/14/2023 Date: 4/14/2023

writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) **Exclusions.** The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except _____

30. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

DocuSigned by:
BUYER Patrick Reed DATE 04/12/2023

DocuSigned by:
BUYER Gregory D Mach DATE 04/12/2023

ADDRESS _____ ZIP _____ PHONE _____

NAMES FOR DEED: Patrick W Reed, Gregory D Mach

Check one: JTWR0S Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

Seller LB / Buyer PR G R
Date: 4/14/2023 Date: 4/14/2023

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: Patrick Reed the sum of \$1,000.00 by check after acceptance to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified the earnest money shall be refunded.

RE/MAX Home, Farm & Ranch - NP REALTOR® By: Lea Reece

Complete only one of A, B or C below:

A: Acceptance of All Terms: Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller DocuSigned by: Lynford Bejay Date 4/14/2023

Seller Date

B. Counter Offer #1 By Seller: In response to the above Purchase Agreement dated for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

Multiple blank lines for listing exceptions to the purchase agreement terms.

This Counter Offer shall expire (date), at o'clock (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller Date Seller Date

accept reject this Counter Offer (date), at o'clock

Buyer Date Buyer Date

C. Rejection: The foregoing offer is rejected

Seller Date Seller Date

Seller: LB Date: 4/14/2023 Buyer: PR Date: 4/14/2023

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

DocuSigned by:
Patrick Reed 4/14/2023
C1DCC233652D45F...
Buyer Date

DocuSigned by:
[Signature] 4/14/2023
EE1867A38614401...
Buyer Date

Seller acknowledges receipt of executed copy of this Agreement.

DocuSigned by:
Lynnferd Begay 4/14/2023
1326C7458ABF4D0...
Seller Date

Seller Date

DS
LB
Seller Date: 4/14/2023

DS PR DS
GR
Buyer Date: 4/14/2023



This is a legally binding agreement. If not understood, seek legal advice.



Addendum to Purchase Agreement

The Seller and Buyer named in the Purchase Agreement dated 04/05/2023

for the sale of 1103 W Main Ave, Crete NE 68333

agree to the following terms in addition to or as modifications of those stated in the Agreement:

Buyers names on the original purchase agreement, Patrick W Reed and Gregory D Mach, need to be changed to PWR & DWD Rental Properties, LLC dba Old Main Bar and Grill.

Multiple horizontal lines for additional terms or modifications.

Dated 05/19/2023

Dated 05/19/2023

Lynferd Begay
Seller

dotloop verified
05/19/23 1:38 PM CDT
ZODJ-XJG6-PST3-KCCT

Gregory D Mach
Buyer

dotloop verified
05/19/23 1:19 PM CDT
ISEO-WQOG-0X9I-UBB5

Seller

Patrick W Reed
Buyer

dotloop verified
05/20/23 6:28 AM CDT
ZFSO-PXIG-Y8UZ-FCO7

© 1991 Nebraska REALTORS® Association

RE/MAX Home, Farm & Ranch - NP, 422 N Dewey Street North Platte NE 69101

Empty rectangular box at the bottom of the page.

Alcohol Inventory

Qty.	Measurement	Brand	Type	Individual Container Size
1	Case	Corona	Bottles	12oz
1	Case	Blvd. Wheat	Bottles	12oz
1	Case	Vanilla Bean	Cans	12oz
1	Case	Heineken	Bottles	12oz
2	Cases	Stella Artois	Bottles	12oz
1	Case	Zipline Ale	Cans	12oz
3	Case	Glacial Till	Cans	12oz
1	Cases	Dales Pale Ale	Cans	12oz
1	Case	Founders	Bottles	12oz
1	Case	Brunette	Cans	12oz
2	Cases	Ultra	Cans	12oz
2	Cases	Bud Light	Bottles	12oz
2	Cases	Busch Light	Bottles	12oz
1	Case	Budweiser	Bottles	12oz
2	Cases	Coors Light	Bottles	12oz
2	Cases	Miller Light	Bottles	12oz
1.5	Barrell Keg	Bud Light	Keg	
2.25	Barrell Keg	Cardinal Pale Ale	Keg	
2.25	Barrell Keg	Kolche	Keg	

Old Main Bar and Grill

Furniture, Fixtures, and Equipment

- * 14 dining tables (combo of high top/low top)
- * 60 dining room chairs (combo of low/talls)
- * Waitress Station cooler
- * Ice bin
- * Ice machine
- * Reach in cooler
- * Upright beverage cooler
- * Ice tea machine
- * Stereo system w/ speakers
- * 6 dining room tvs - various sizes
- * Sandwich station
- * 3 fryers
- * Grill/oven
- * Work station tables (2)
- * Stainless steel shelving system for walk in cooler
- * Stainless steel shelving system for dry goods
- * POS system
- * Small freezer
- * Serving baskets/plates/silverware
- * Pots/pans/prep utensils

Business Purchase Agreement

Purchase Date: June 2023

Name of Alcohol Business Being Purchased: Elle's On Main, LLC

See Attached

Address of Business:

1103 Main Ave.


Crete, NE 68333

Purchaser: PWR & DWD Rental Properties, LLC

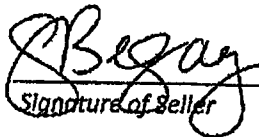
dba Old Main Bar and Grill

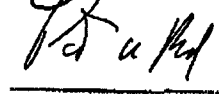
Seller(s):

Elle's on Main LLC

 5/19/23
Signature of Seller Date

 6-1-23
Signature of Purchaser Date

 5/19/23
Signature of Seller Date

 6/1/23
Signature of Purchaser Date

* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED*

Temporary Operating Permit

Nebraska Liquor Control Commission

23 – 770 Class C

Issued: 6-1-2023 – Expires: 8-31-2023

PWR & DWD RENTAL PROPERTIES, LLC

DBA: OLD MAIN BAR & GRILL

1103 MAIN AVE, CRETE, NE 68333 SALINE COUNTY

Description: FIRST FLOOR ONLY OF A TWO STORY BLDG
APPROX 100 X 30 INCLUDING OUTDOOR AREA APPROX
40 X 35 TO THE NORTH



Hobert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 1st Floor
Lincoln, NE 68509
(402) 471 - 2571

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
 Lincoln NE 68509-5046
 (402)471-4881
 brenda.hiland@nebraska.gov
 OTC Local Ref ID: 82332086
 5/12/2023 04:22 PM

Status: **APPROVED**
 Customer Name: Patrick Reed
 Type: Visa
 Credit Card Number: **** * 1753

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	78360236	\$400.00

Applicant Name:: **PWR & DWD Rental Properties, LLC**

Trade Name (DBA):: **Old Main Bar and Grill**

Address:: **1103 Main Ave.**

City:: **Crete**

State:: **NE**

Zip Code:: **68333**

Phone Number:: **4027863333**

Email Address:: **chrisc@capitaltower.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

PETITION TO AMEND THE ZONING ORDINANCE

APPLICATION NUMBER: 20A23-01

DATE: April 24, 2023

APPLICATION FEE: \$ 200.00

NAME: Dittmer & Dittmer, L.L.C.

The undersigned hereby petitions to amend the Zoning Ordinance of the City of Crete in order that the following may be allowed:

The construction of a 30 unit, 3-story, senior 55+ multi-family apartment building

The amendment is requested for the following reasons:

The majority of the site is currently zoned R3 and a small portion of the site is zoned C1

We are requesting the portion zoned C1 be rezoned R3 to keep zoning consistent across the parcel
Changes in the zoning map required by this proposed amendment are shown on the attached map.

C-1 District changed to R-3 District.

Legal Description of Premises to be amended: (Lot, Block, Addition or Section, Township, Range)

Legal description attached

Interest of Petitioner in the above described property:

Owner of the property

Address of petitioner: 1600 W 12th Street, Crete, NE 68333

Signature: Ken Dittmer For Dittmer & Dittmer

Date of Planning Commission Hearing: June 26th 2023

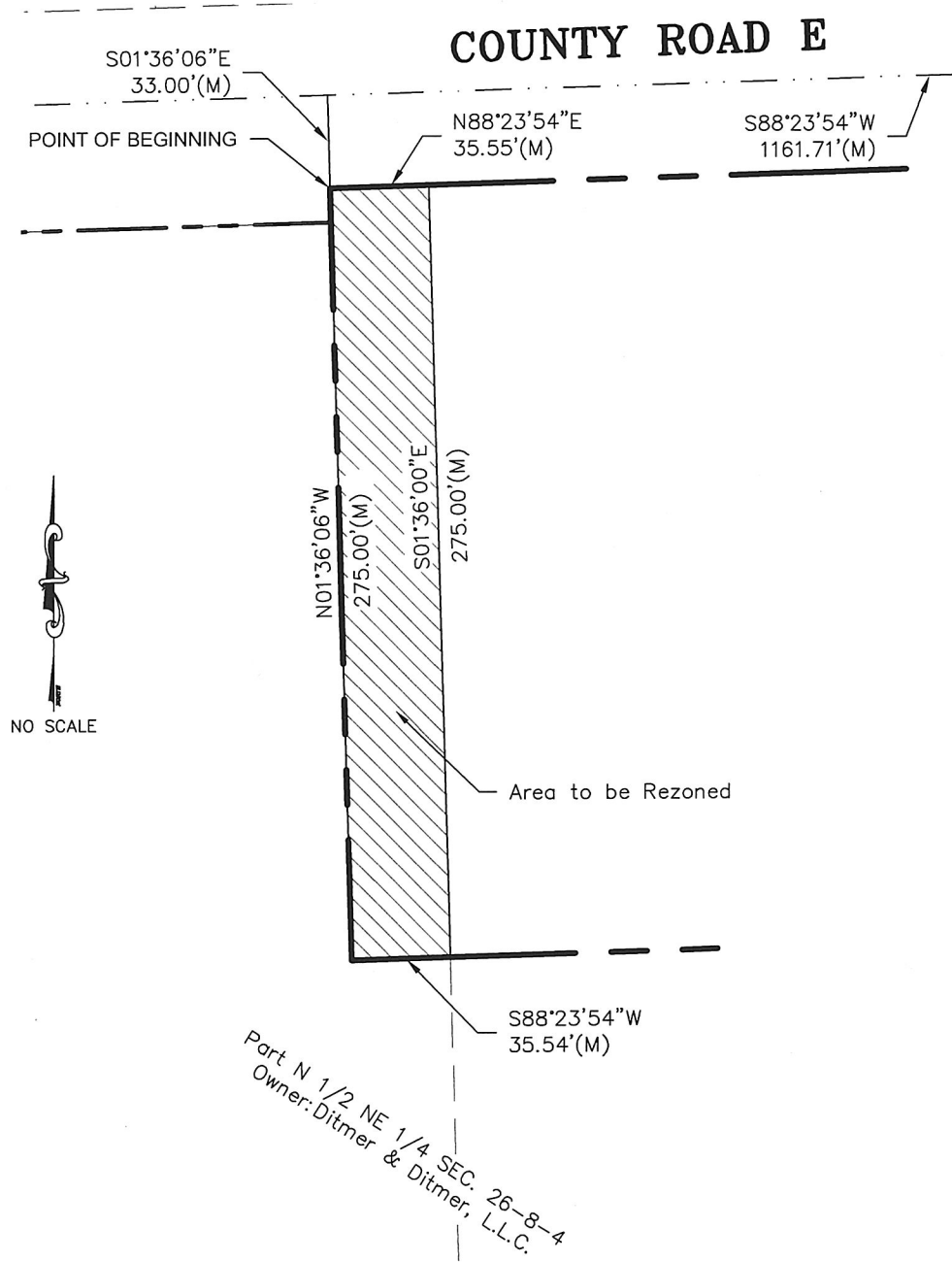
Date of City Council Hearing: July 5th 2023

Date posted and published: June 14th 2023

NOTE: The City of Crete and the adjacent two (2) mile area is zoned by dividing the area into District in accordance with the Comprehensive Plan. A single lot is not a Zoning District. A small area is not necessarily a Zoning District.

Re-Zoning Exhibit

REZONING OF A PARCEL OF LAND BEING A PORTION OF LAND LOCATED IN THE NORTH 1/2, OF THE NORTHEAST 1/4 SECTION 26, T8N, R4E OF THE 6TH P.M., CRETE, SALINE COUNTY, NEBRASKA



REZONING OF A PARCEL OF LAND BEING A PORTION OF LAND LOCATED IN THE NORTH 1/2, OF THE NORTHEAST 1/4 SECTION 26, T8N, R4E OF THE 6TH P.M., CRETE, SALINE COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, THENCE ON THE NORTH LINE OF SAID NE 1/4 BEARS S88°23'54"W, 1161.71 FEET ALL BEARINGS HEREON ARE RELATIVE THERETO; THENCE S01°36'06"E, A DISTANCE OF 33.00 FEET TO THE SOUTH R-O-W LINE OF COUNTY ROAD E BEING 33' SOUTH OF AND PARALLEL WITH SAID NORTH LINE AND THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH R-O-W, S88°23'54"E, 35.55 FEET; THENCE S01°36'00"E, 275.00 FEET; THENCE N88°23'54"W, 35.54 FEET; THENCE N01°36'06"W, 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 9,775.28 SQUARE FEET MORE OR LESS.

REGA
ENGINEERING

601 OLD CHENEY RD., SUITE A
LINCOLN, NEBRASKA 68512
(402).484.7342

A PRELIMINARY PLAT OF COUNTY ROAD E ESTATES

PROJECT
231057

**REGA
ENGINEERING**

601 OLD CHENEY RD., SUITE A
LINCOLN, NEBRASKA 68512
(402)484.7342

- ENGINEERING
- PLANNING
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- IRRIGATION

LEGAL DESCRIPTION OF PRELIMINARY PLAT

A PARCEL OF LAND BEING A PORTION OF LAND LOCATED IN THE NORTH 1/2, OF THE NORTHEAST 1/4 SECTION 26, 18N, R4E, OF THE 6TH P.M., CRETE, SALINE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SEC. 26, THENCE ON THE NORTH LINE OF SAID NE 1/4 BEARS S88°23'54"W, 1161.71 FEET ALL BEARINGS HEREON ARE RELATIVE THERETO;

THENCE S01°36'06"E A DISTANCE OF 33.00 FEET TO THE SOUTH R-O-W LINE OF COUNTY ROAD E BEING 33' SOUTH OF AND PARALLEL WITH SAID NORTH LINE AND THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID SOUTH R-O-W, S88°23'54"E, 475.00 FEET;

THENCE ON SAID EAST BOUNDARY, S01°36'06"E, 275.00 FEET;

THENCE ON SAID SOUTH BOUNDARY, N88°23'54"W, 475.00 FEET;

THENCE ON SAID WEST BOUNDARY, S01°36'06"E, 275.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 130,625 SQUARE FEET OR 3.00 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THE PRELIMINARY PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

LYLE L. LOTH, L.S. #314

OWNERS CERTIFICATION:

WE THE UNDERSIGNED, DITMER & DITMER, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS COUNTY ROAD E ESTATES, AN ADDITION TO CRETE, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN.

LOT 1 SHALL HAVE ACCESS TO COUNTY ROAD E.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS.

BUILDING SETBACKS SHALL BE 20 FEET FRONT, 5 FEET SIDE AND 20 FEET REAR FOR ALL LOTS WITHIN THIS PLAT.

DITMER & DITMER, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
RON DITMER, MANAGING MEMBER

ACKNOWLEDGE OF NOTARY:

STATE OF NEBRASKA }
 } SS
SALINE COUNTY }

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME RON DITMER, MANAGING MEMBER OF DITMER & DITMER, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND HE ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID COMPANY.

NOTARY PUBLIC
MY COMMISSION EXPIRES THE ____ DAY OF _____, 20____

COUNTY TREASURER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

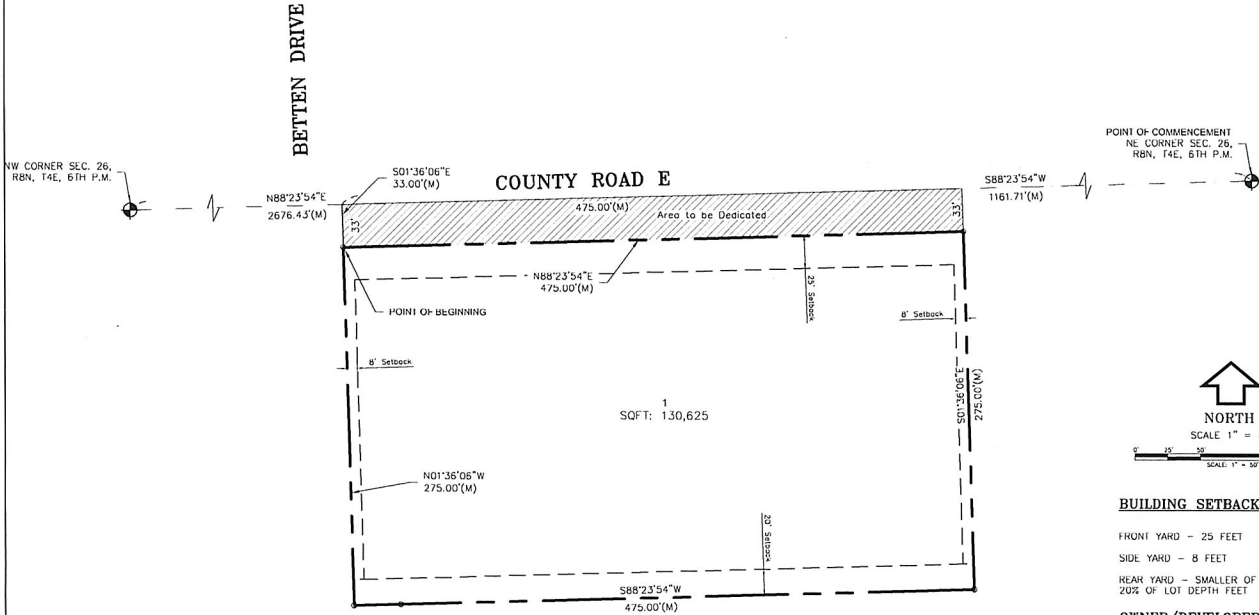
COUNTY TREASURER _____ DATE _____

REVIEW OF CASS COUNTY SURVEYOR

THIS PRELIMINARY PLAT OF GREEN LIGHT ESTATES WAS REVIEWED BY THE OFFICE OF SALINE COUNTY SURVEYOR ON THIS ____ DAY OF _____, 20____

SALINE COUNTY SURVEYOR _____

COUNTY ROAD E ESTATES
PRELIMINARY PLAT
CRETE, SALINE COUNTY, NEBRASKA



POINT OF COMMENCEMENT
NE CORNER SEC. 26,
18N, T4E, 6TH P.M.

S88°23'54"W
1161.71'(M)

Area to be Dedicated

475.00'(M)

6' Setback

6' Setback

POINT OF BEGINNING

N88°23'54"E
475.00'(M)

6' Setback

6' Setback

S01°36'06"E
275.00'(M)

1

SQFT: 130,625

N01°36'06"W
275.00'(M)

6' Setback

6' Setback

S88°23'54"W
475.00'(M)

6' Setback

6' Setback

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6' Setback

ZONING INFORMATION

CURRENT ZONING: R-3

Total Lots = 1
Total Outlots = 0
Total Acres = 3.00

Part N 1/2 NE 1/4 SEC. 26-B-4
Owner: DITMER & DITMER, LLC

DATE: 04/18/2023

DESIGNED BY: FBS

DRAWN BY: FBS

CHECKED BY: LLL/NPB

SHEET NO.

1 of 1



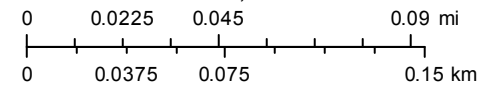
June 28, 2023
15:02 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,852

Zoning Boundaries

- | | | | |
|-----|-----|-----|-------------------------|
| C-2 | I-2 | R-2 | Corp Limits |
| C-3 | P | R-3 | 2-mile ETJ |
| C-1 | I-1 | R-1 | Parcels (Saline County) |
| | | R-4 | |



CITY OF CRETE

ORDINANCE NO. 2173

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO CHANGE THE ZONING OF CERTAIN PROPERTY LOCATED WITHIN THE ZONING JURISDICTION OF THE CITY OF CRETE, NEBRASKA, FROM CENTRAL COMMERCIAL (C-1) TO MULTI-FAMILY RESIDENTIAL (R-3); TO CHANGE THE OFFICIAL ZONING MAP TO SHOW THE CHANGE IN ZONE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That the zoning district of the property listed below, located within the City of Crete, be changed from Central Commercial (C-1) to Multi-Family Residential District (R-3), to-wit:

A PORTION OF PARCEL #760049874, LOCATED IN THE NORTH 1/2, OF THE NORTHEAST 1/4, SECTION 26, T8N, R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, THENCE ON THE NORTH LINE OF SAID NE1/4 BEARS S88°23'54"W, 1161.71 FEET ALL BEARINGS HEREON ARE RELATIVE THERETO; THENCE S01°36'06"E, A DISTANCE OF 33.00 FEET TO THE SOUTH R-0-W LINE OF COUNTY ROAD E BEING 33' SOUTH OF AND PARALLEL WITH SAID NORTH LINE AND THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH R-0-W, S88°23'54"E, 35.55 FEET; THENCE S01°36'00"E, 275.00 FEET; THENCE N88°23'54"W, 35.54 FEET; THENCE N01°36'06"W, 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 9,775.28 SQUARE FEET MORE OR LESS.

Section 2. That the Official Zoning Map of the City of Crete be amended to note the change in zoning.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect and be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

MAYOR

CITY CLERK

(SEAL)

Crete Lumber and Farm Supply

Members of the Planning Commission,

Crete Lumber & Farm Supply propose zoning changes for the following Parcels:

#760009570

#760129991

#760148366

#760009570

We propose to change these Parcels to R-3 zoning.

Thank you,

A handwritten signature in black ink that reads "Ron Dittmer". The signature is written in a cursive style with a large, stylized "R" and "D".

Ron Dittmer



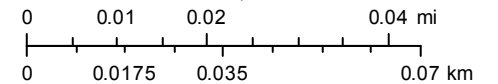
June 28, 2023
14:56 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,344

Zoning Boundaries

- | | | | | |
|-----|-----|-----|-----|-------------------------|
| A-1 | C-2 | I-2 | R-2 | Corp Limits |
| C-1 | C-3 | P | R-3 | 2-mile ETJ |
| | I-1 | R-1 | R-4 | Parcels (Saline County) |



CITY OF CRETE

ORDINANCE NO. 2174

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO CHANGE THE ZONING OF CERTAIN PROPERTY LOCATED WITHIN THE ZONING JURISDICTION OF THE CITY OF CRETE, NEBRASKA, FROM GENERAL COMMERCIAL (C-2) TO MULTI-FAMILY RESIDENTIAL (R-3); TO CHANGE THE OFFICIAL ZONING MAP TO SHOW THE CHANGE IN ZONE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That the zoning district of the property listed below, located within the City of Crete, be changed from General Commercial (C-2) to Multi-Family Residential District (R-3), to-wit:

All of Parcels #76000957, 760129991 and 7601148366, City of Crete, Saline County, Nebraska.

Section 2. That the Official Zoning Map of the City of Crete be amended to note the change in zoning.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect and be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

MAYOR

CITY CLERK

(SEAL)



Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Allo Communications hereby request to occupy City of Crete Right-of-Way at _____
Name

Way at PON 1 (See Map for Area) with a device or structure.
Address

Description of structure or device:

FTTH to every home and business in the attached planset

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____

Note:

- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.



James Dobesh
Signature of Applicant

06/28/2023
Date of Application

PON: CRE-01-01

DCR: DCR-187


PERMIT:
LEGEND Date: 6/20/2023

 PON
 1152 PON Cabinet

Cable Category

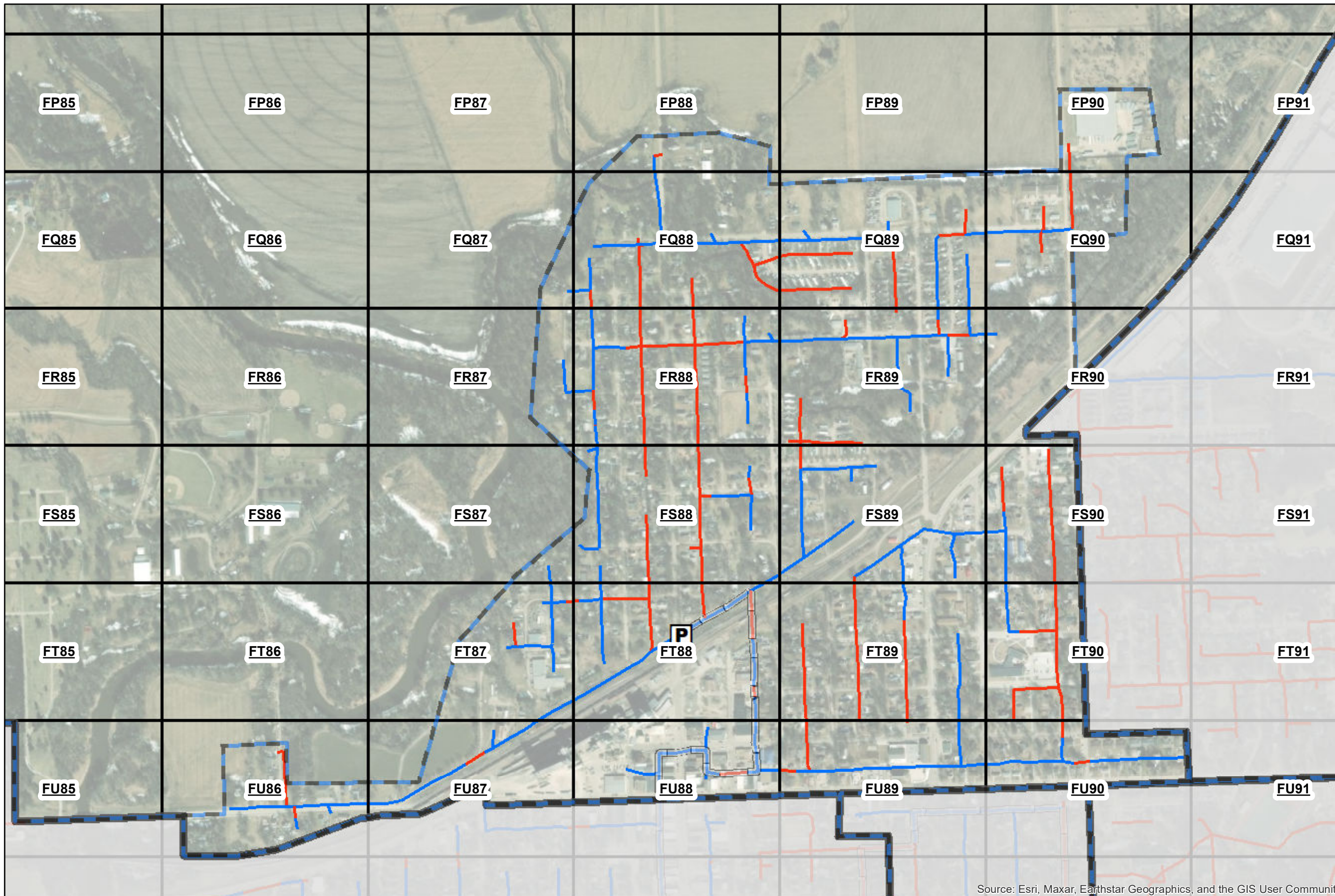
 Feeder

ROUTE

 Underground

 Aerial

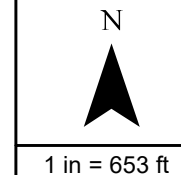
Note: "For clarity and simplicity, Sheets with no conduit (edges particularly) are not shown"



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

Notes:

Revisions:



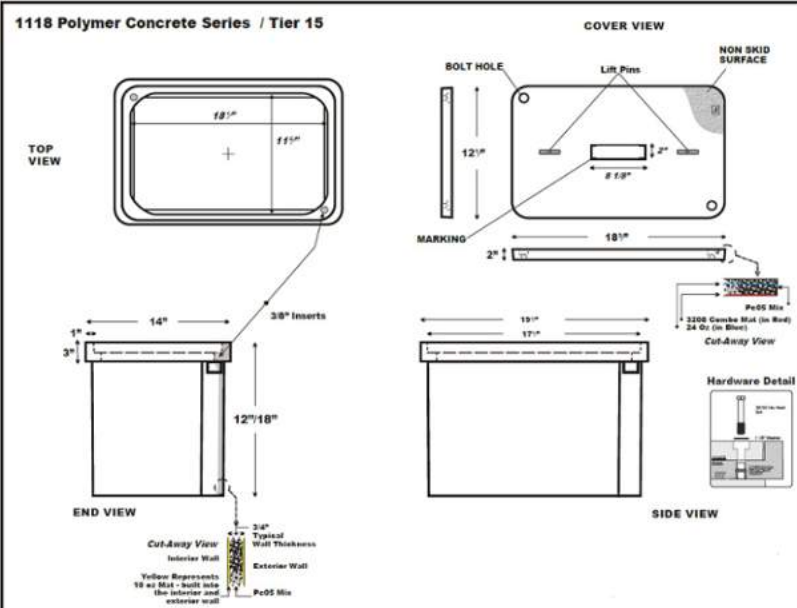
ROW CONSTRUCTION PROJECT NOTES

1. The City shall be notified a minimum of forty eight (48) hours in advance of initial project construction.
2. The contractor shall adhere to the current City standard specifications, approved special provisions, City standard plans, right-of-way construction procedures manual.
3. The locations of all aerial and underground utility facilities may not be indicated on the project plans. The contractor is required to contact the One Call 811 notification center (dial 811) forty-eight (48) hours prior to working in the city right of way. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties. The contractor shall be responsible for protection of all underground and aerial utilities and infrastructure.
4. Whenever underground facilities are in close proximity to the proposed pathway location or whenever the vertical location of the underground facility is unknown, the permittee shall use special measures to determine the locations of such underground facilities.
 - a. If the permittee is conducting the excavation by digging from the surface, when in a close proximity to the underground facilities, the permittee shall use hand digging, hydro excavating, air excavating, or any other techniques that are approved by the City to locate such facility.
 - b. If the permittee is conducting the excavation by tunneling or boring, the permittee shall determine the vertical location of the underground facility by potholing or any other method approved by the City.
5. Project plans shall dimension new facilities being installed. Measurements shall be taken from existing adjacent visible structures (curbs, poles, cabinets, manholes, inlets, fire hydrants, etc.) clearly identifying location of such facility. The contractor shall verify dimensions taken from city files.
6. Unless specified on the plan sets, the depth of installed facilities in city row shall be at a minimum as follows.
 - a. Thirty-two (30) inches in soil, if rock present and is an issue twenty-four (24) inches can be used.
 - b. Forty-two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope.
 - c. Forty-eight (48) inches under a roadway measured from the surface of said roadway to the top of the installation.
 - d. Forty-eight (48) inches under a storm water or creek channel design bottom of pipe, and
 - e. Maintain a minimum of twenty-four (24) inches of vertical and horizontal spacing from existing utilities.
 - f. Be located as far from the existing or proposed curb line as possible to avoid potential future conflicts.
7. All potholes in sidewalk panels will be filled unless directed by City inspector. If colored, textured or patterned concrete is existing, replacement patches, and panels panels will be replaced to match as practicable. Owner may be required to put money into escrow to cover all repairs prior to starting work.
8. All non-street surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored.
9. City street surface materials disturbed shall be backfilled, tamped and repaved by city forces or approved paving contractor.
10. All Conduit, vaults and Pedestals shall be located in the public ROW and in public utility easements.
11. All Aerial shown on attached planset will be permitted separately by Pole Owners. All pole permits submitted to pole owners will follow NESC codes.
12. If sidewalk, wheel chair ramps or any portion of the pedestrian facilities are removed or closed, a pedestrian detour shall be established and maintained during the time of the closure and the entire pedestrian facility shall be restored within seventy-two (72) hours, unless the contractor provides a hard surface alternate route approved by the city.
13. All pedestrian detours and any reconstruction of pedestrian facilities shall meet current Americans with Disability Act (ADA) standards and specifications.
14. All pedestrian detours shall be part of an approved Traffic Control Plan (TCP).
15. All holes made in city pavements for the purpose of performing vacuum excavations to locate underground utilities shall be restored to their original condition with the reinstated core flush with and in the original orientation as the existing surface matching existing pavement surface appearance.
16. When the contractor is not actively working, all equipment, fencing, debris, etc, shall not be placed within the triangular area required for sight distance of vehicles exiting or entering an adjacent property or intersection.
17. All excavations shall be adequately fenced and covered when contractor is not present or project site left unattended.
18. No lane closures allowed on arterial streets during AM and PM peak hours unless approved by City Traffic and Right of Way Construction section(s) staff.
19. All work zone traffic control, including pedestrian control measures, shall be in compliance with the MUTCD, ADA, and the City Standard Specifications.
20. The contractor shall notify all affected owners of adjacent properties a minimum of forty-eight (48) hours prior to beginning of construction and provide updates to the affected owners when construction phases change that affect the areas of work associated with the permit.
21. The contractor shall maintain a set of "as built" plans on site with dimensioning. These plans shall be presented upon request to any city representative.
22. A current city right of way construction permit and city approved plan set shall be maintained on each work site by the contractor. The contractor shall present such permit and plan set upon request to any city representative.
23. Any field adjustments to installation of facilities, which vary from the plans that have been submitted and approved during the permit application process, shall comply with the following:
 - a. The contractor must stop work immediately and contract the facility owner.
 - b. The facility owner's representative shall contact the city's construction inspector and provide him with the details of the proposed changes.
 - c. The City inspector will make a determination on how to proceed. This determination may range from approval over the phone or via email to delaying the project until plans can be updated and appropriate review can be conducted.

Special Notes

1. All conduit shall be bored unless specified otherwise.
2. Contractors shall notify land owner prior to work on all private developments.
3. A reminder to the reader. the drawings are scaled, thus dimension is available at all locations.
4. The contractor shall bypass all MST pedestals with distribution conduit where installed parallel to MST conduit. Similarly, bypass the T18 "Flowerpot" with MST conduit where installed parallel to future drop conduit.





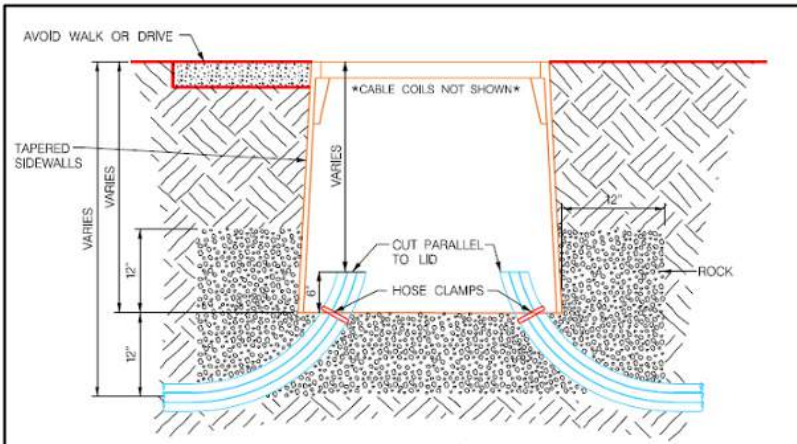
DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	12" x 18" x 18"	60lbs	15	1118

ALLO PULL BOX

NOTES:

1. ALLO PULL BOX SHALL HAVE 2 PIECE COVER
2. ALLO PULL BOX SHALL BE LABELED "FIBER OPTICS"

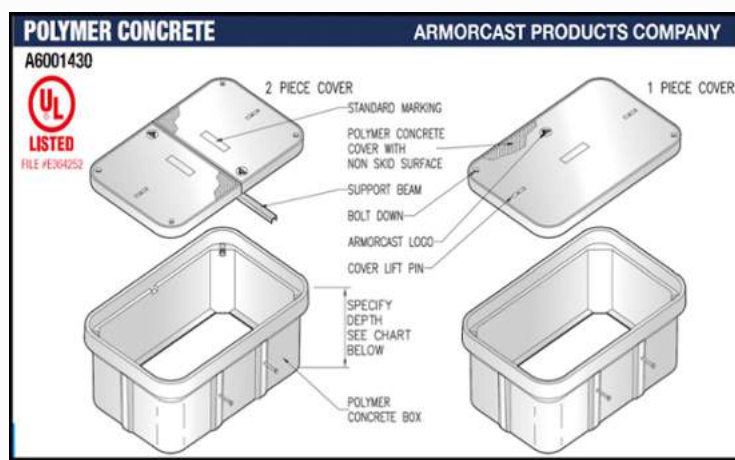
T18



ALLO PULL BOX INSTALLATION

NOTES:

1. AT ALL CABLE PULLING LOCATIONS, COIL 60' OF EACH FIBER CABLE (MST TAILS EXCLUDED)



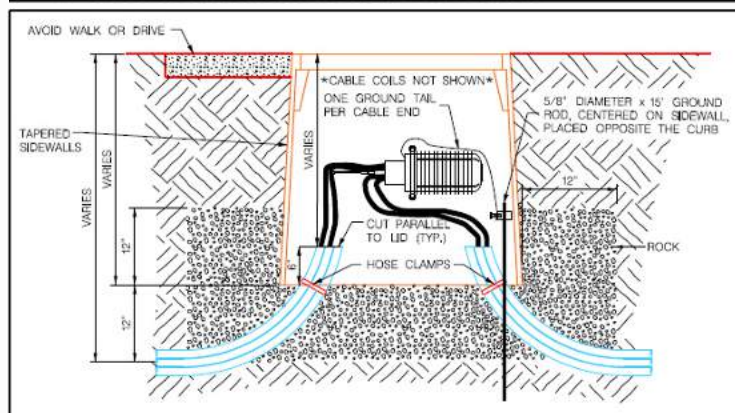
DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

ALLO SPLICE VAULT AND CITY T48 PULL BOX

NOTES:

1. ALLO SPLICE VAULT SHALL HAVE 1 PIECE COVER
2. CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
3. ALLO SPLICE VAULT SHALL BE LABELED "FIBER OPTICS"
4. CITY T48 PULL BOX SHALL BE LABELED "FIBER"

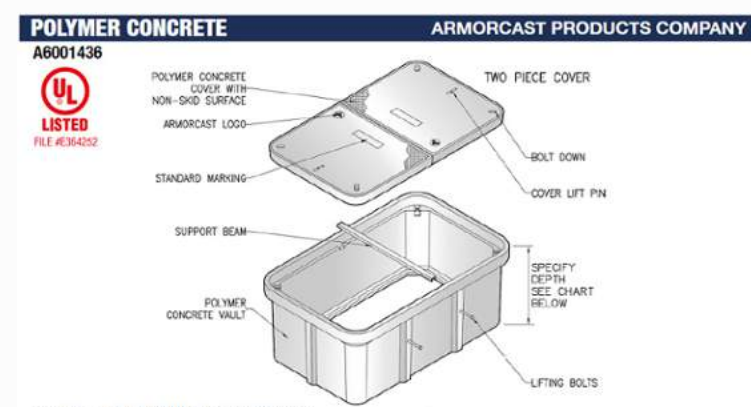
T48



ALLO SPLICE VAULT INSTALLATION

NOTES:

1. AT ALL SPLICE VAULTS, COIL 75' OF EACH FIBER CABLE TAIL AND 60' OF EACH MST TAIL.



36"W x 60"L VAULT ASSEMBLIES

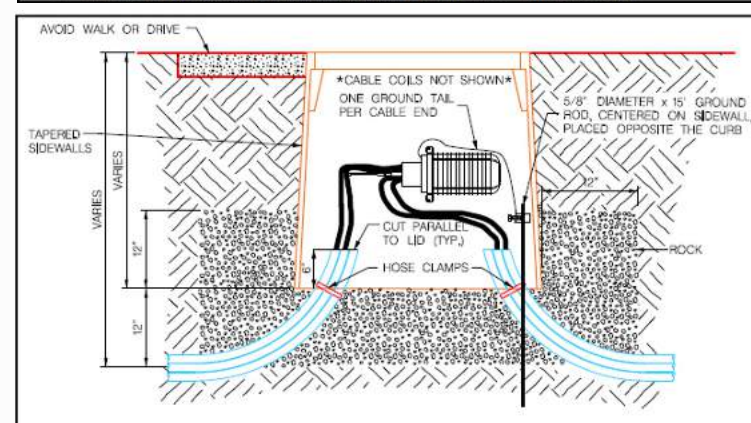
DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	36" x 60" x 36"	20K	15	A6001436TAPCX36

ALLO MAINTENANCE VAULT

NOTES:

1. ALLO MAINTENANCE VAULT SHALL HAVE 2 PIECE COVER
2. ALLO MAINTENANCE VAULT SHALL BE LABELED "FIBER OPTICS"

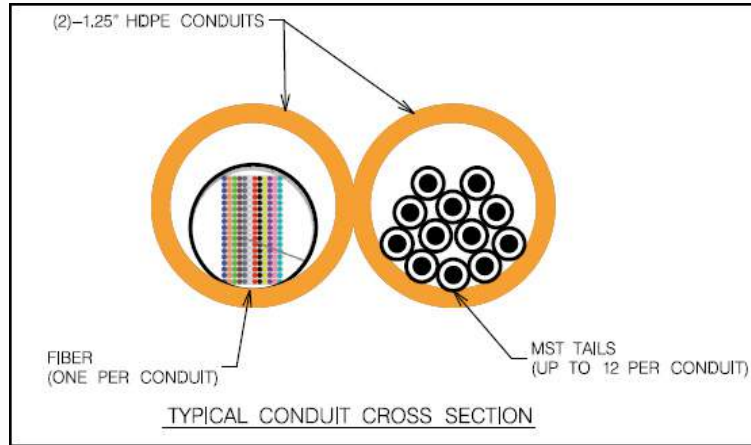
T60

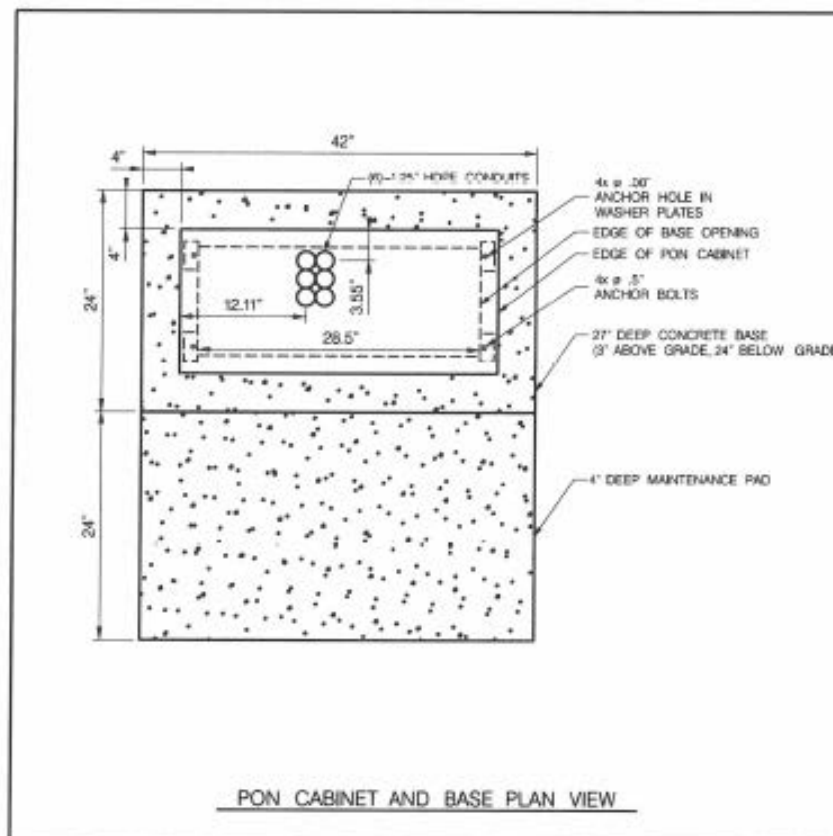
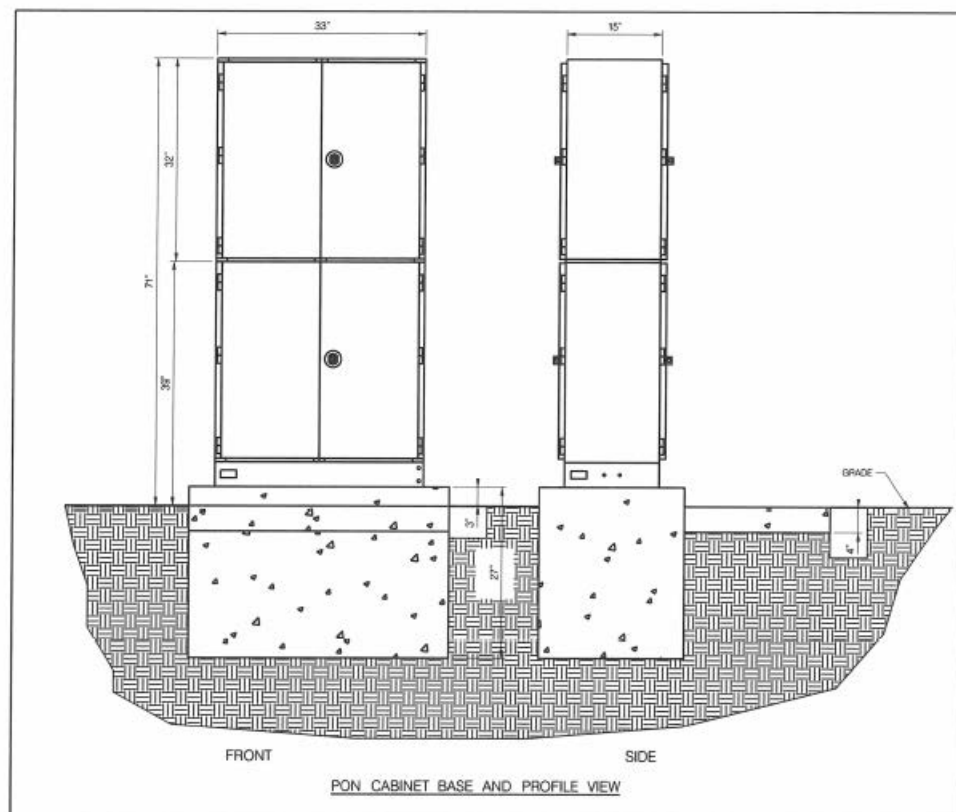


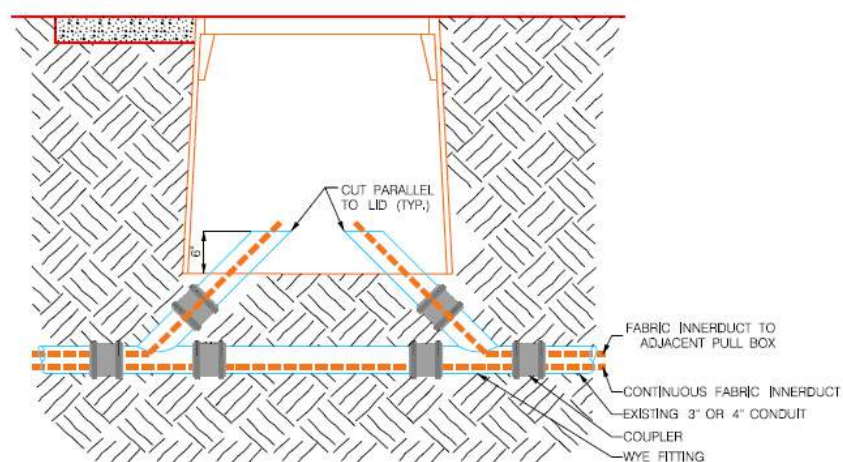
ALLO MAINTENANCE VAULT INSTALLATION

NOTES:

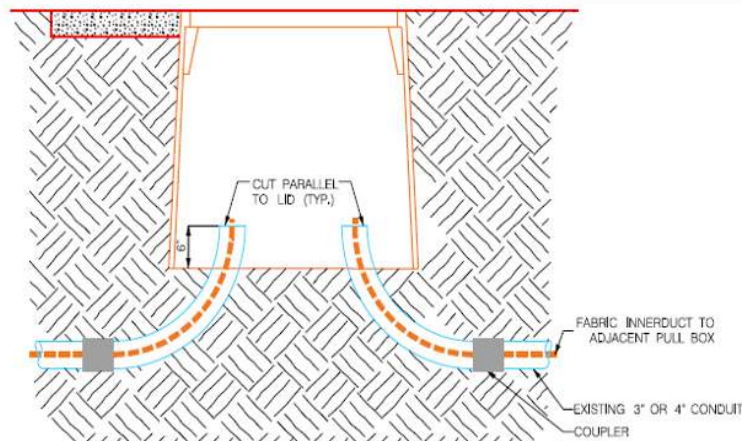
1. AT ALL MAINTENANCE VAULTS, COIL 75' OF EACH FIBER CABLE (MST TAILS EXCLUDED).



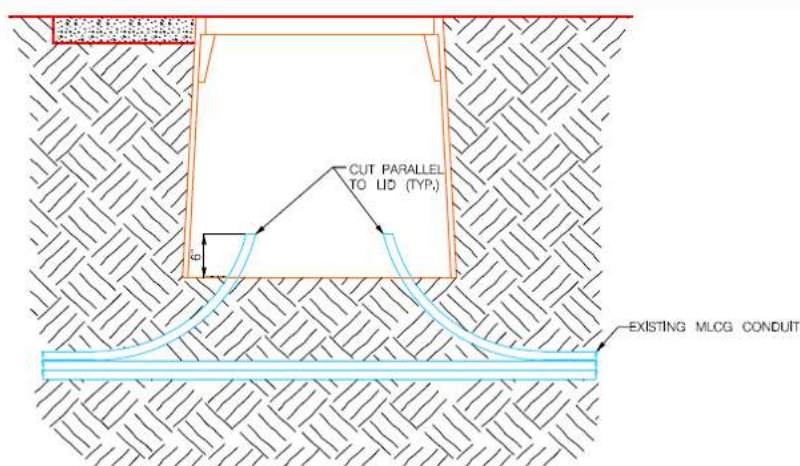




CAPTURE 3" OR 4" CONDUIT WITH EXISTING FIBER DETAIL



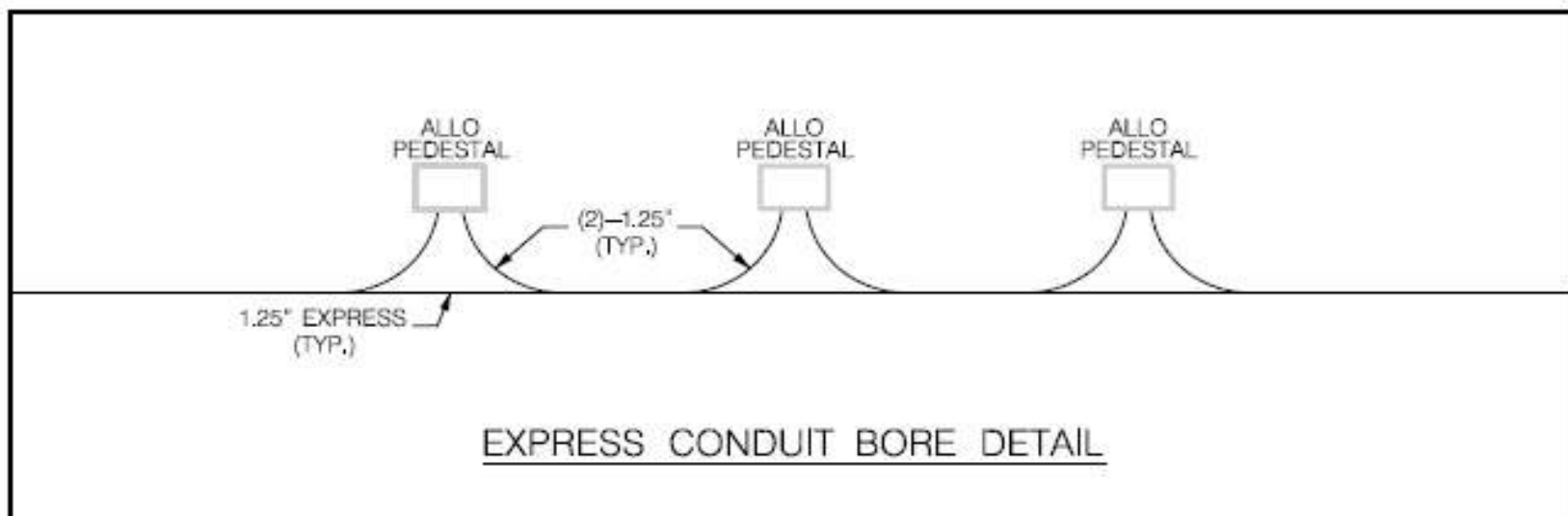
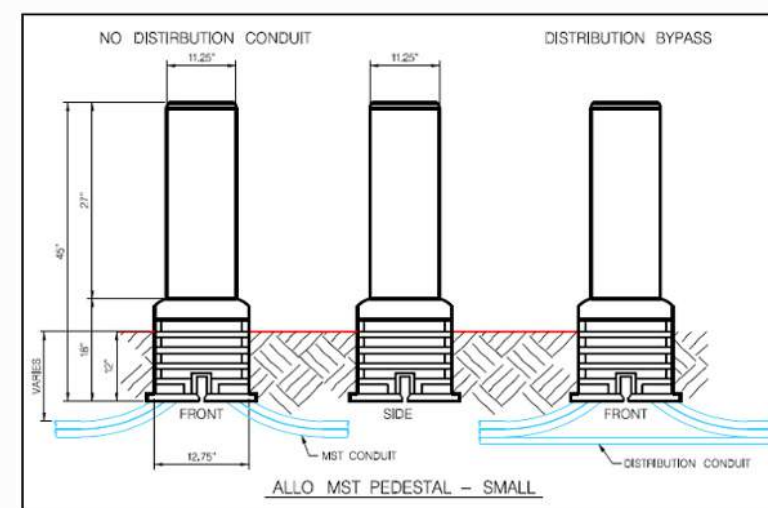
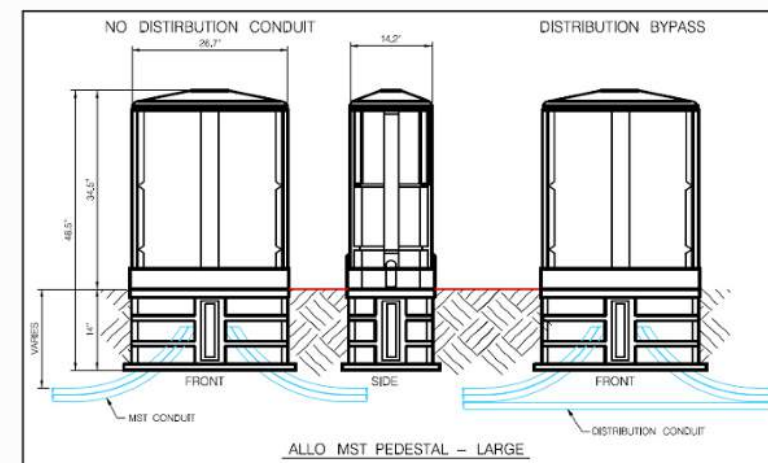
CAPTURE EMPTY 3" OR 4" CONDUIT DETAIL



CAPTURE MLCG DETAIL

Typicals here represent various sweeps of conduit. Follow City standards for bedding. MLCG stands for Main Line Conduit Group, any bundle of conduit placed in the ground together.

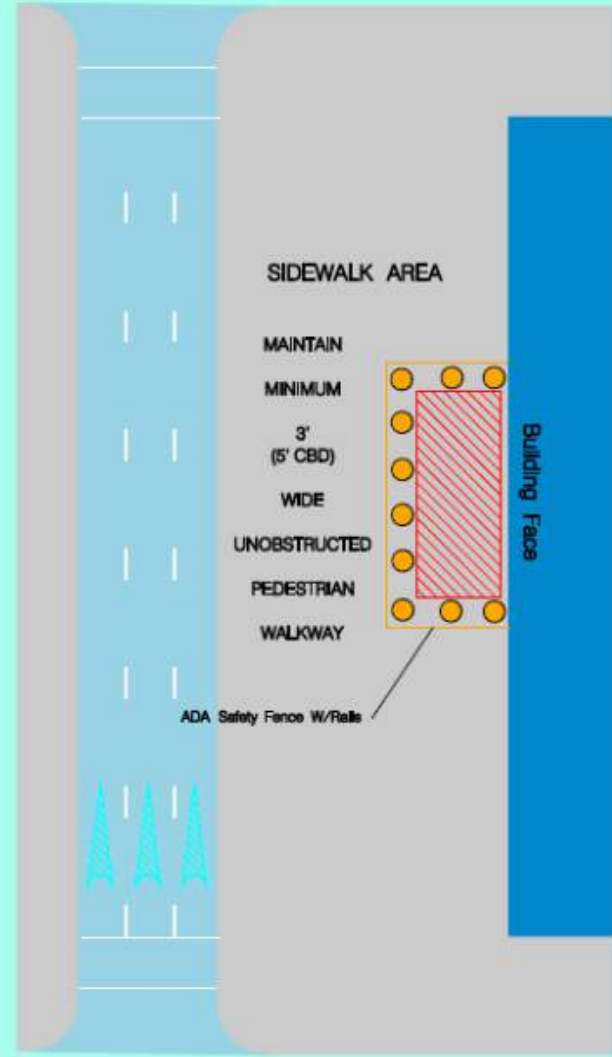
Express Conduit are detailed by midspan call outs.
 48f - 288f, 1 - 1.25" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.
 432f - 864, 1 - 2.0" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.



12

WORK IN THE PEDESTRIAN AREAS

Maintain a clear and unobstructed pedestrian walkway around the work zone, or post warning signs for closures at adjoining intersections.

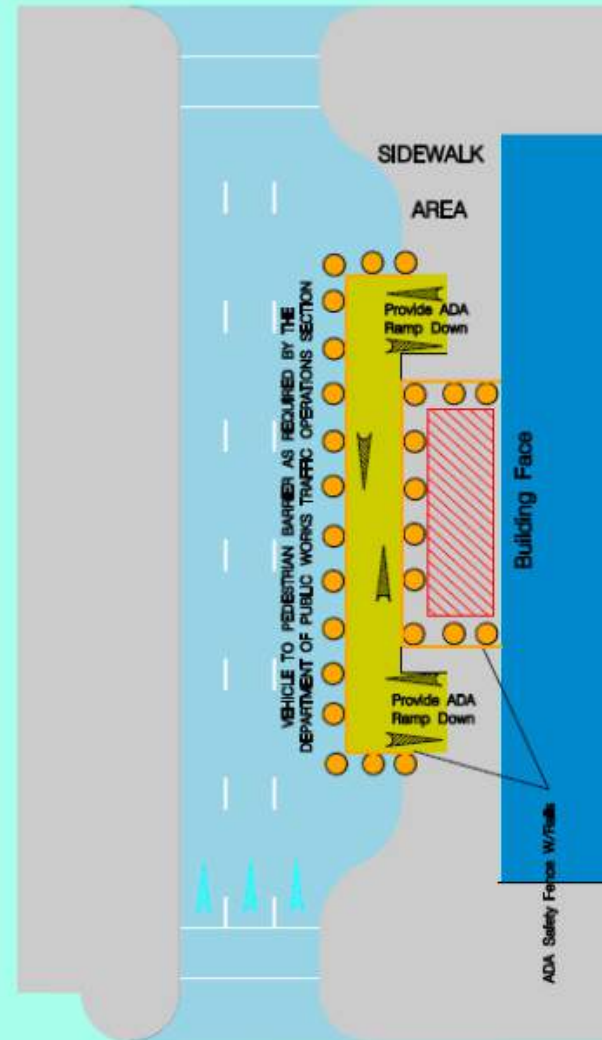


13

WORK IN THE PEDESTRIAN AREAS

PEDESTRIAN DETOUR IN CENTRAL BUSINESS DISTRICT (CBD)

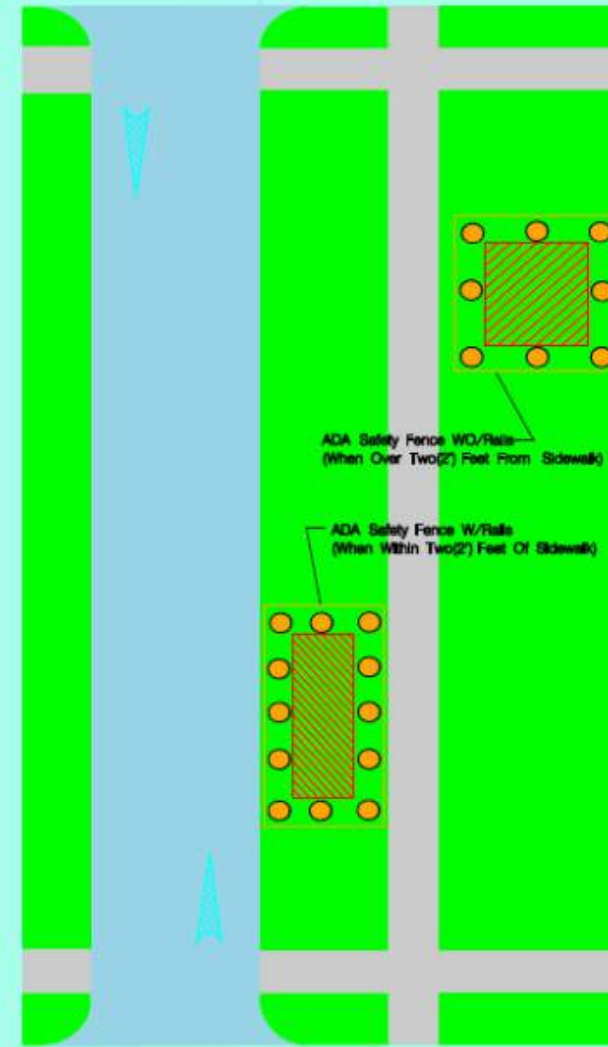
Maintain a minimum of 5' unobstructed pedestrian walkway around the work zone using constructed walkway or protected area as designated by the Department of Public Works Traffic Operations Section.



14

WORK IN THE PEDESTRIAN AREAS

Protection of Excavations & Hazards not in roadways or sidewalks



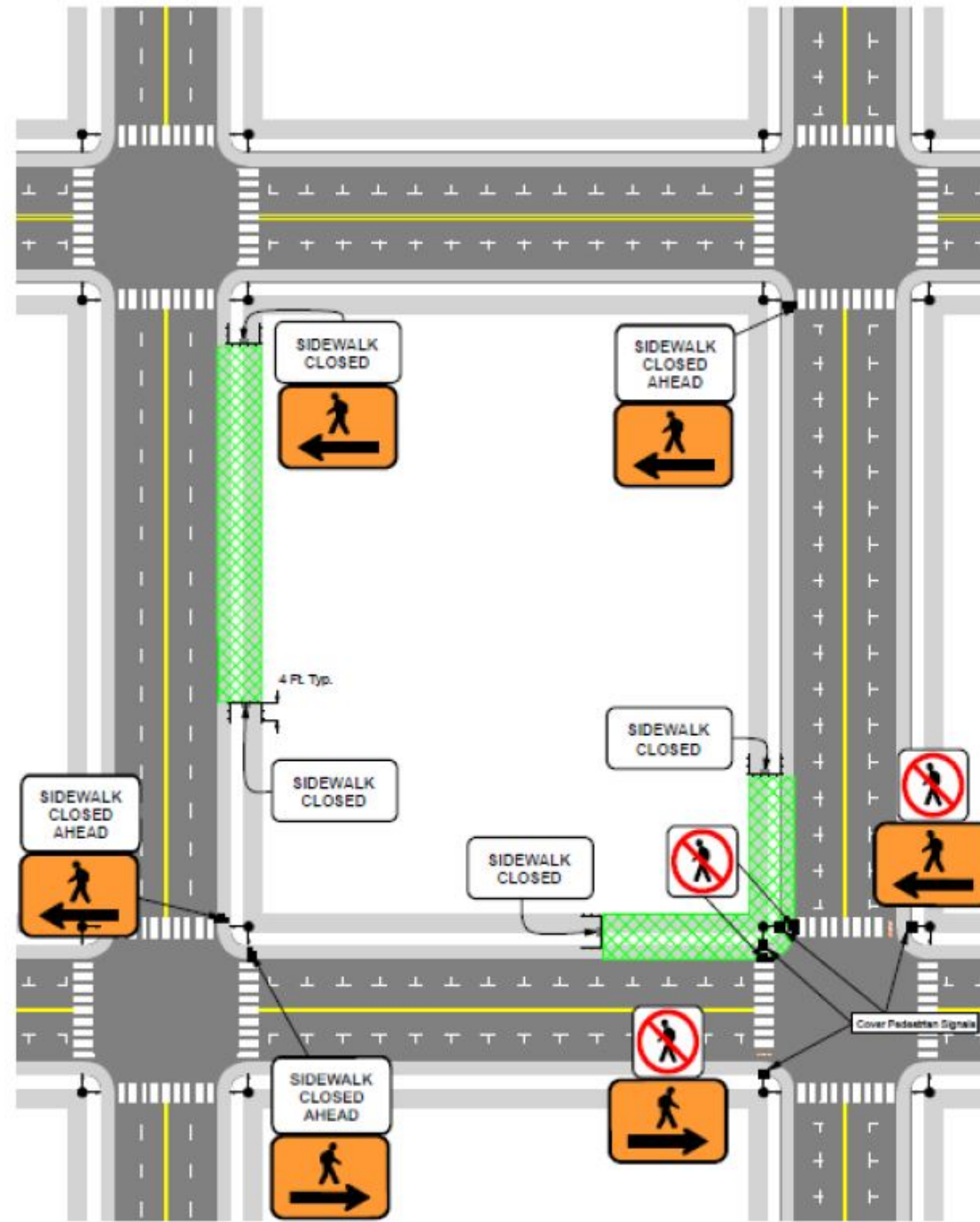
Nebraska 811
 Know what's below.
 811 before you dig.



Sidewalk Closure

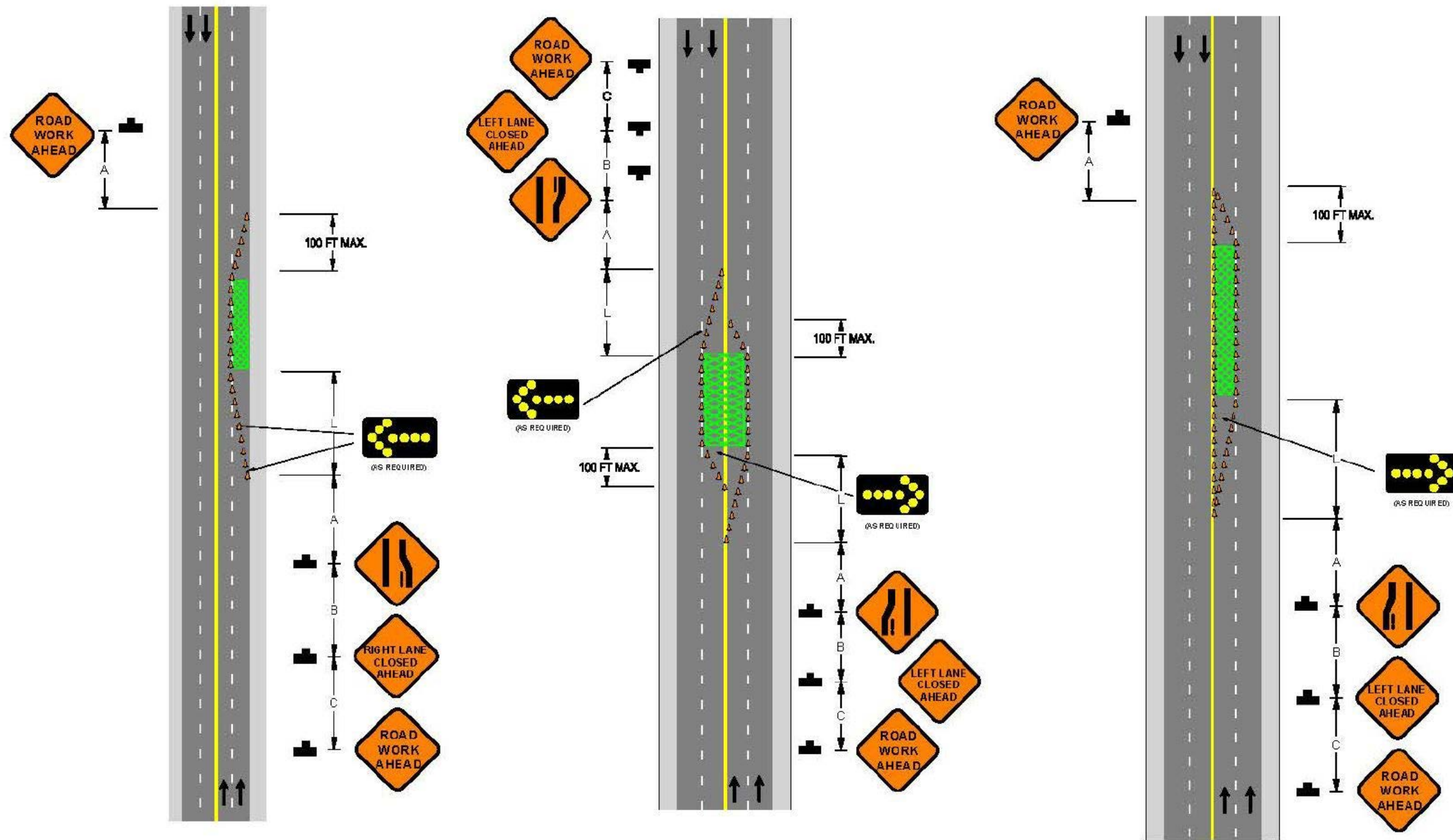
See Page A9 for A, B, C, L Distances

1) This plan shows the pedestrian traffic control measures only. Additional traffic control measures may be required to manage vehicular traffic.



Through Lane Closures on Higher Volume Streets (Collectors, Arterials Etc..)

See Page A9 for A, B, C, L Distances

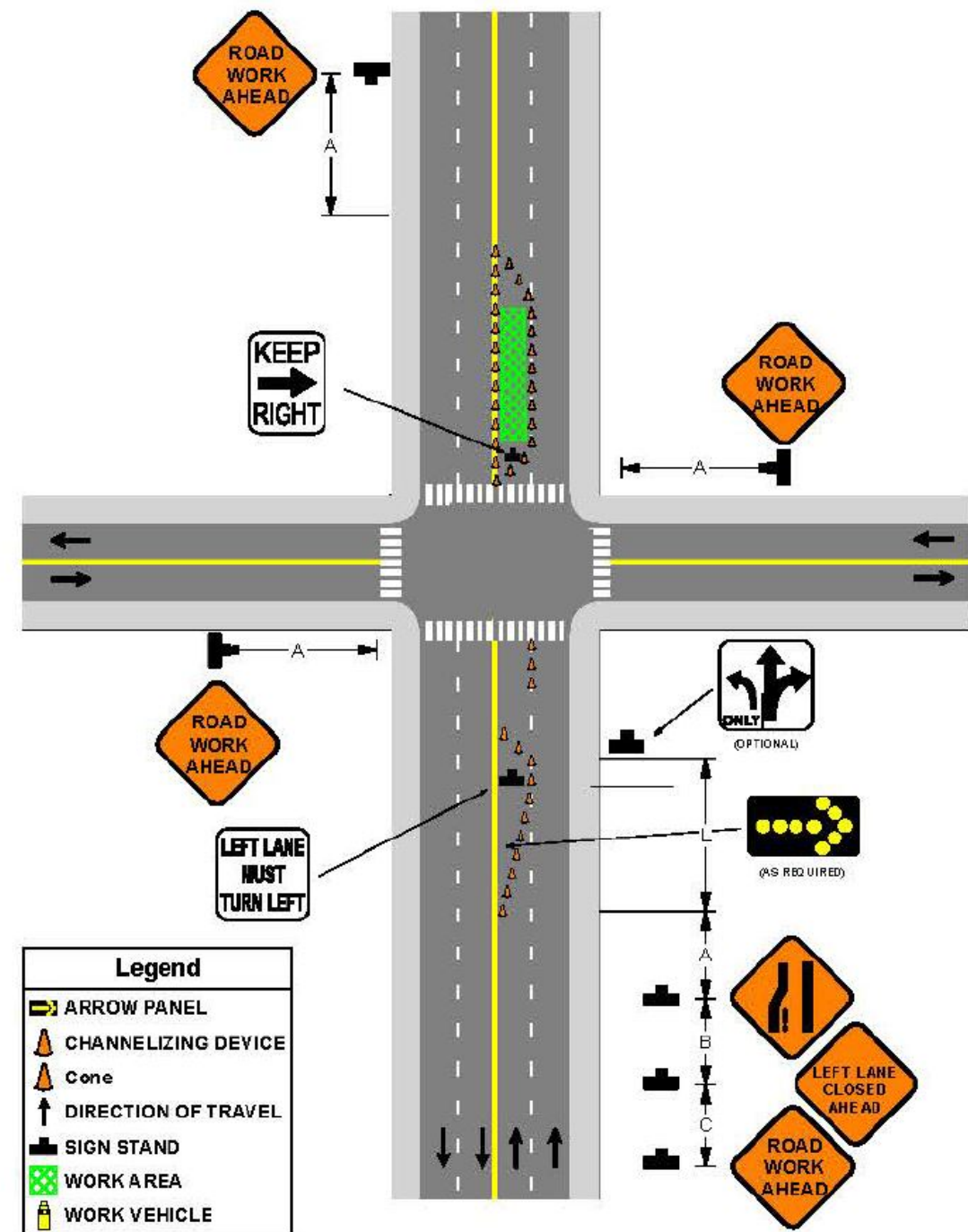
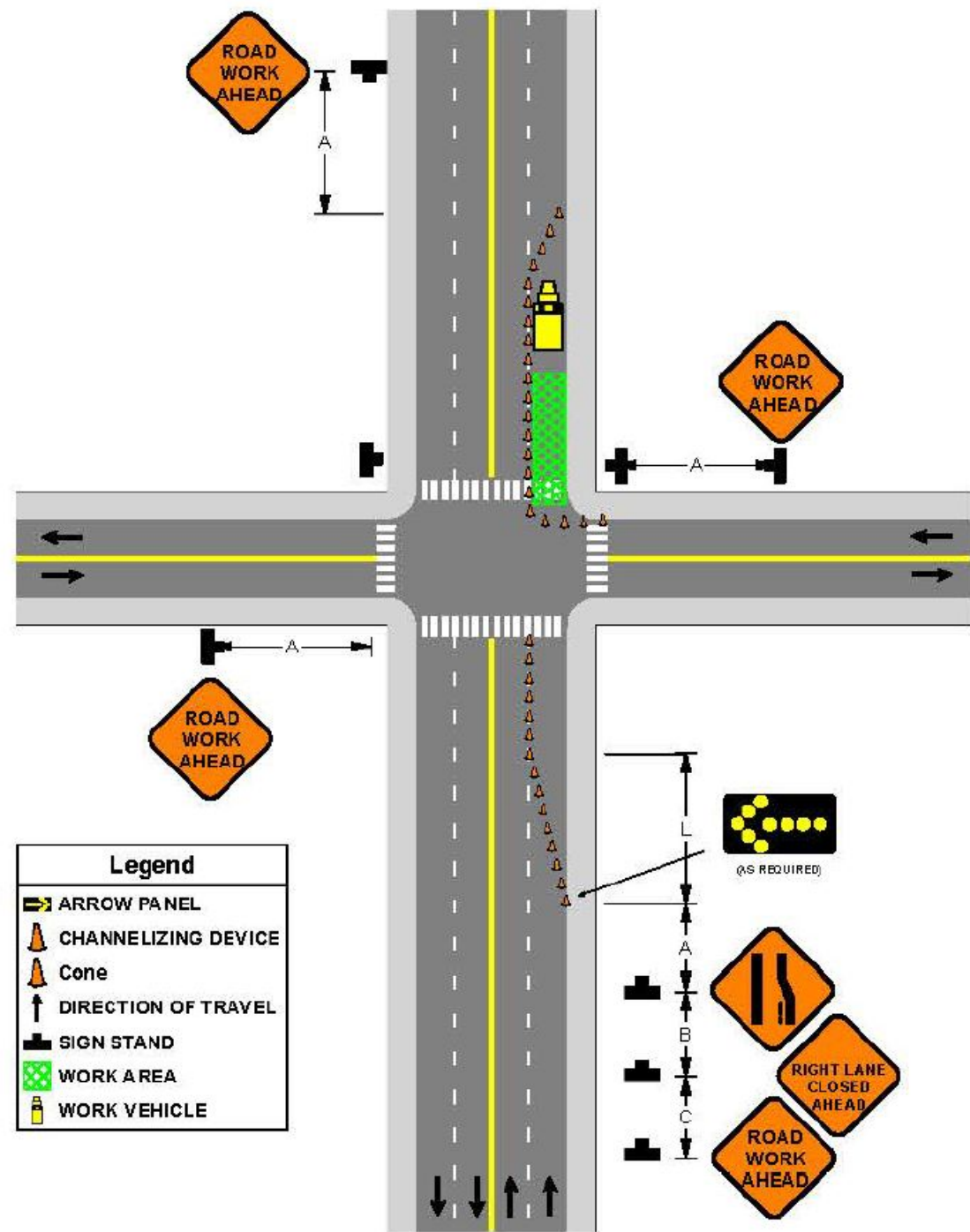


Legend	
	ARROW PANEL
	CHANNELIZING DEVICE
	DIRECTION OF TRAVEL
	SIGN STAND
	WORK AREA



Through Lane Closures on Higher Volume Streets within Intersections (Collectors, Arterials Etc..)

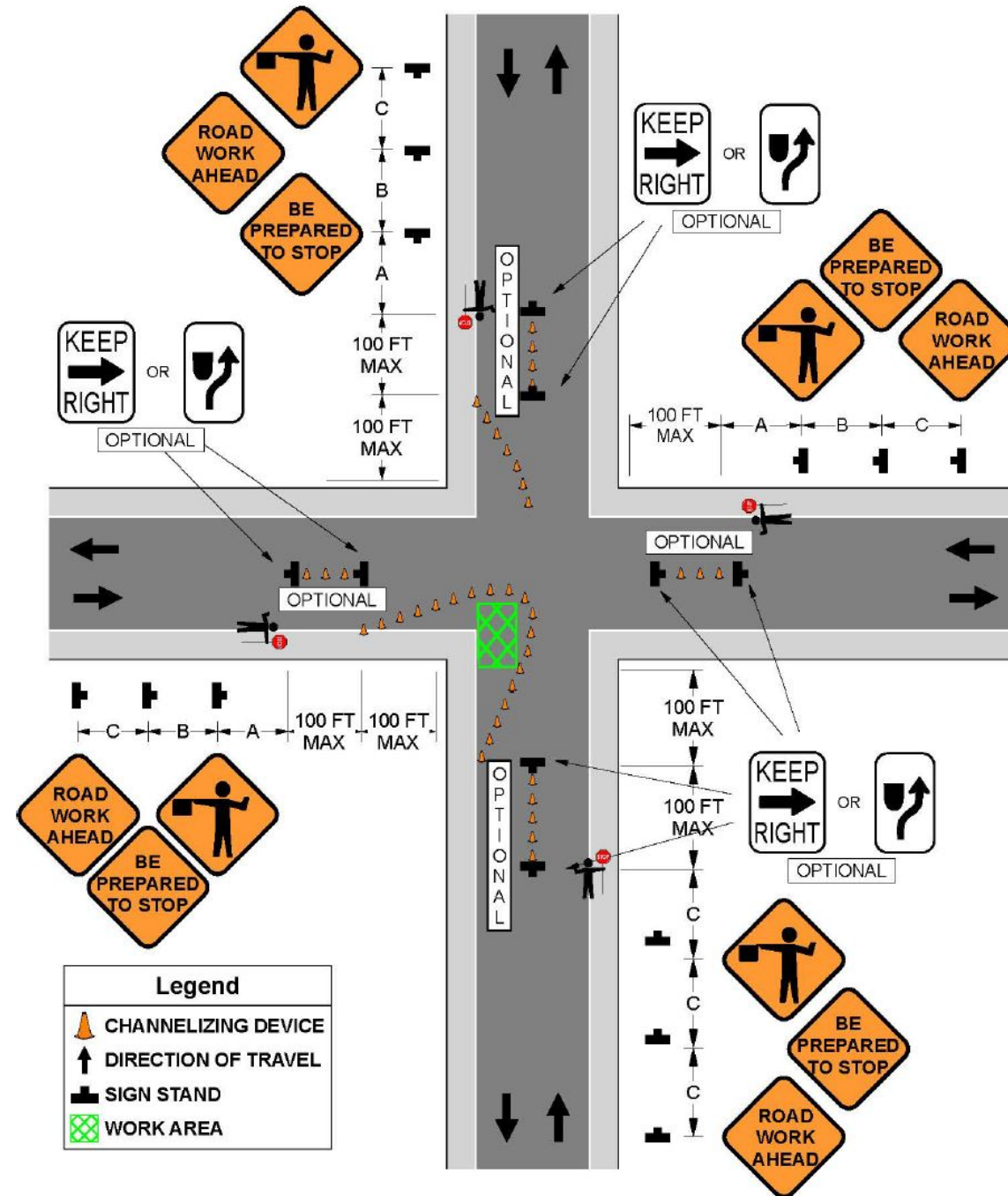
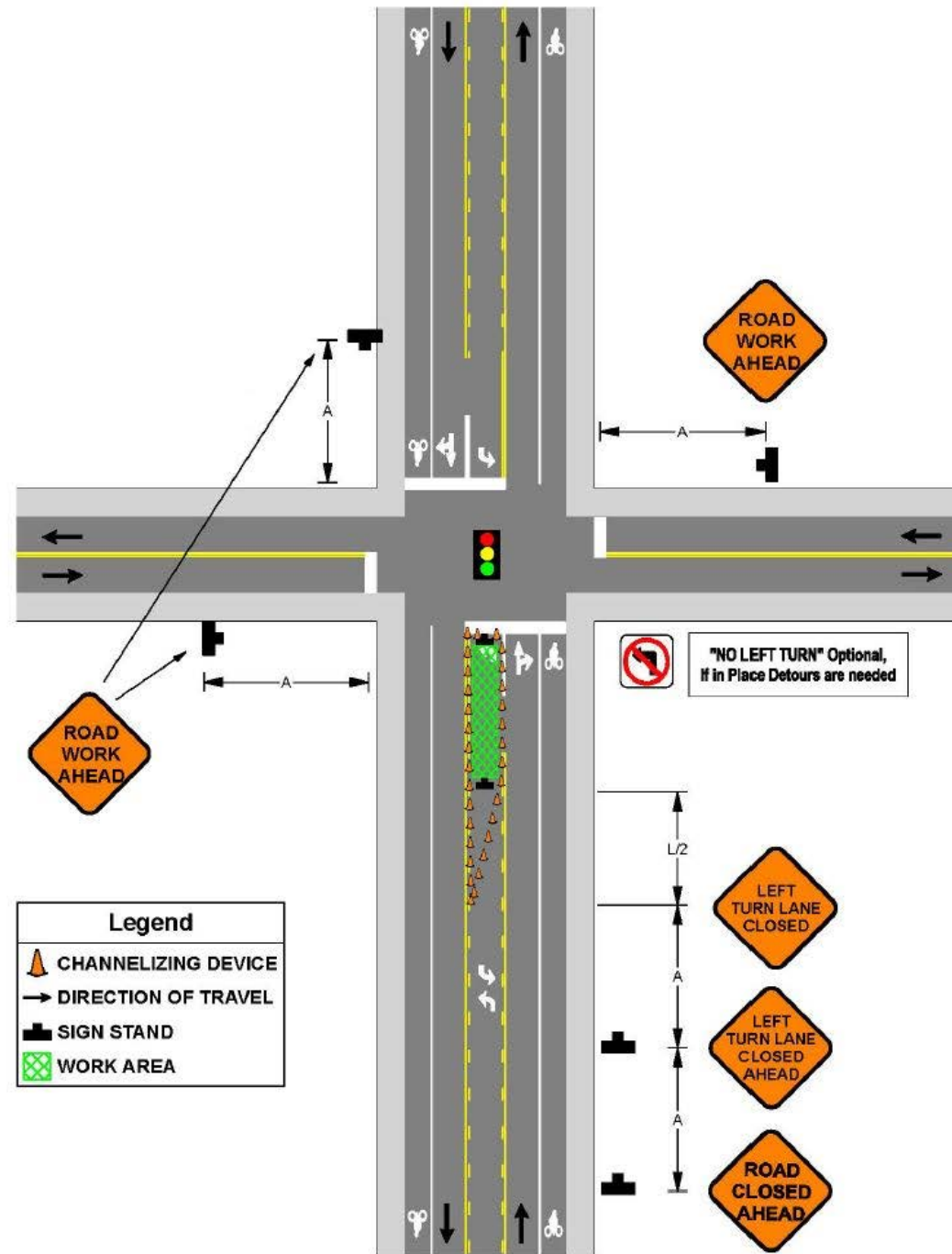
See Page A9 for A, B, C, L Distances



Left/Right Turn Lane Closures on Higher Volume Streets
 (I.E. Collectors, Arterials, etc.) Within Signalized Intersections
 (Contact Traffic Signal Staff)

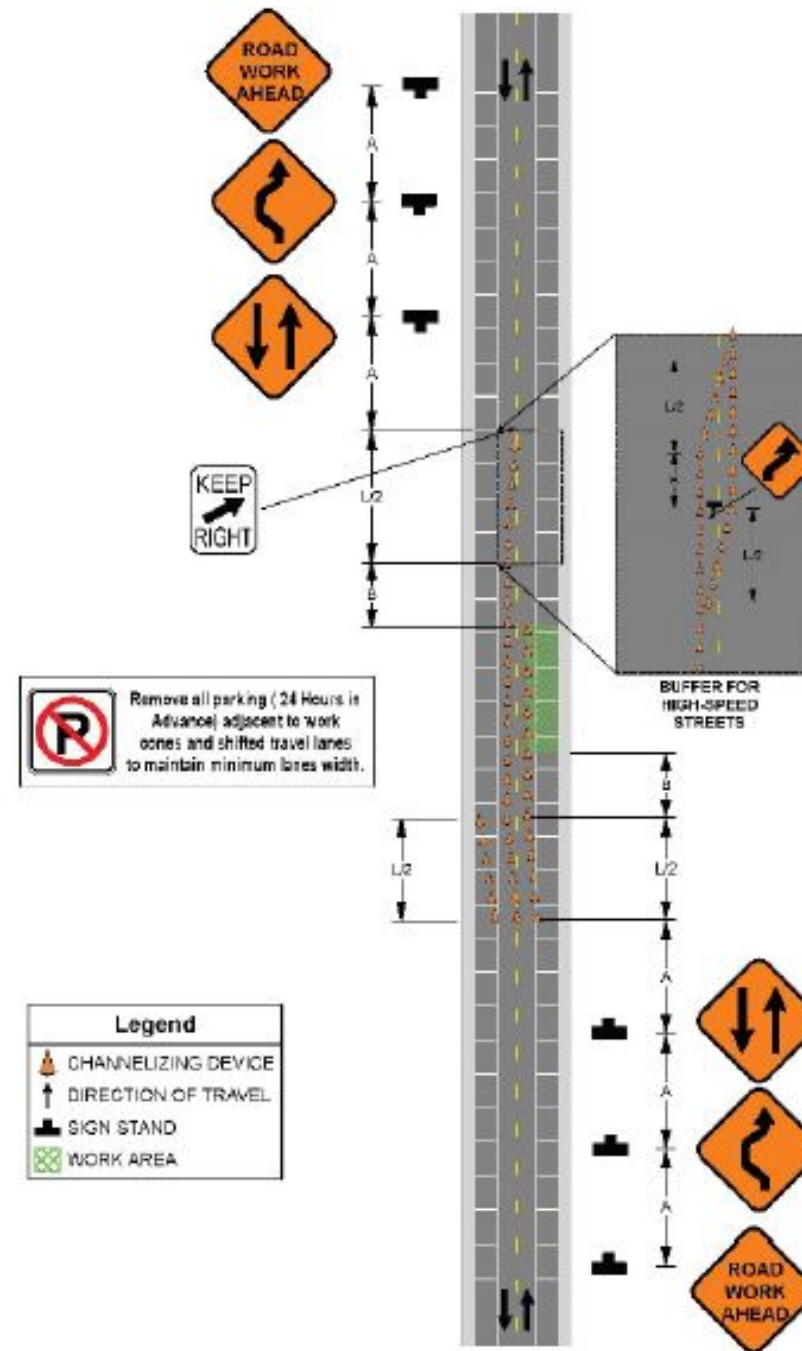
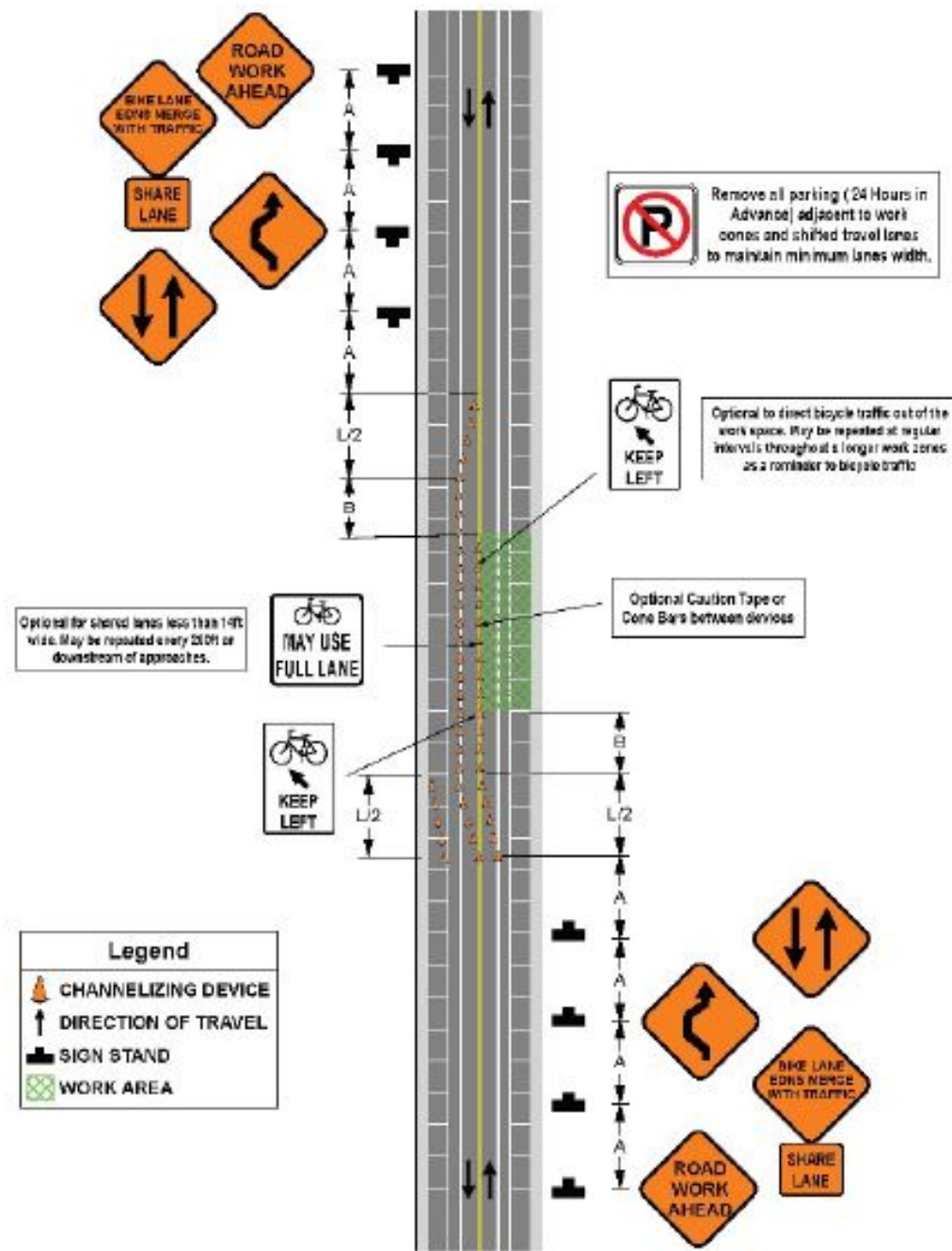
Closures on Lower Volume Streets for Workzones within Intersections

See Page A9 for A, B, C, L Distances



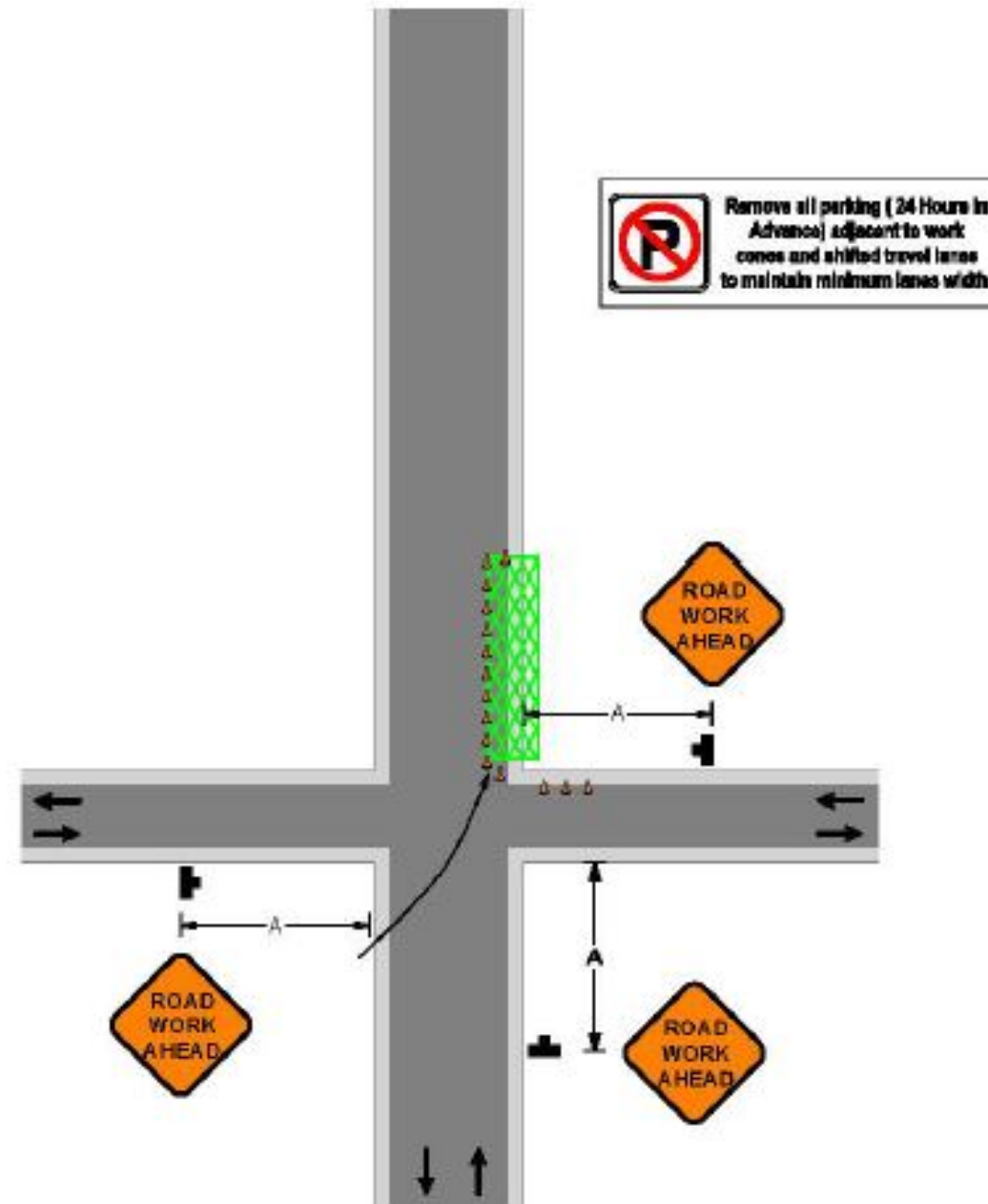
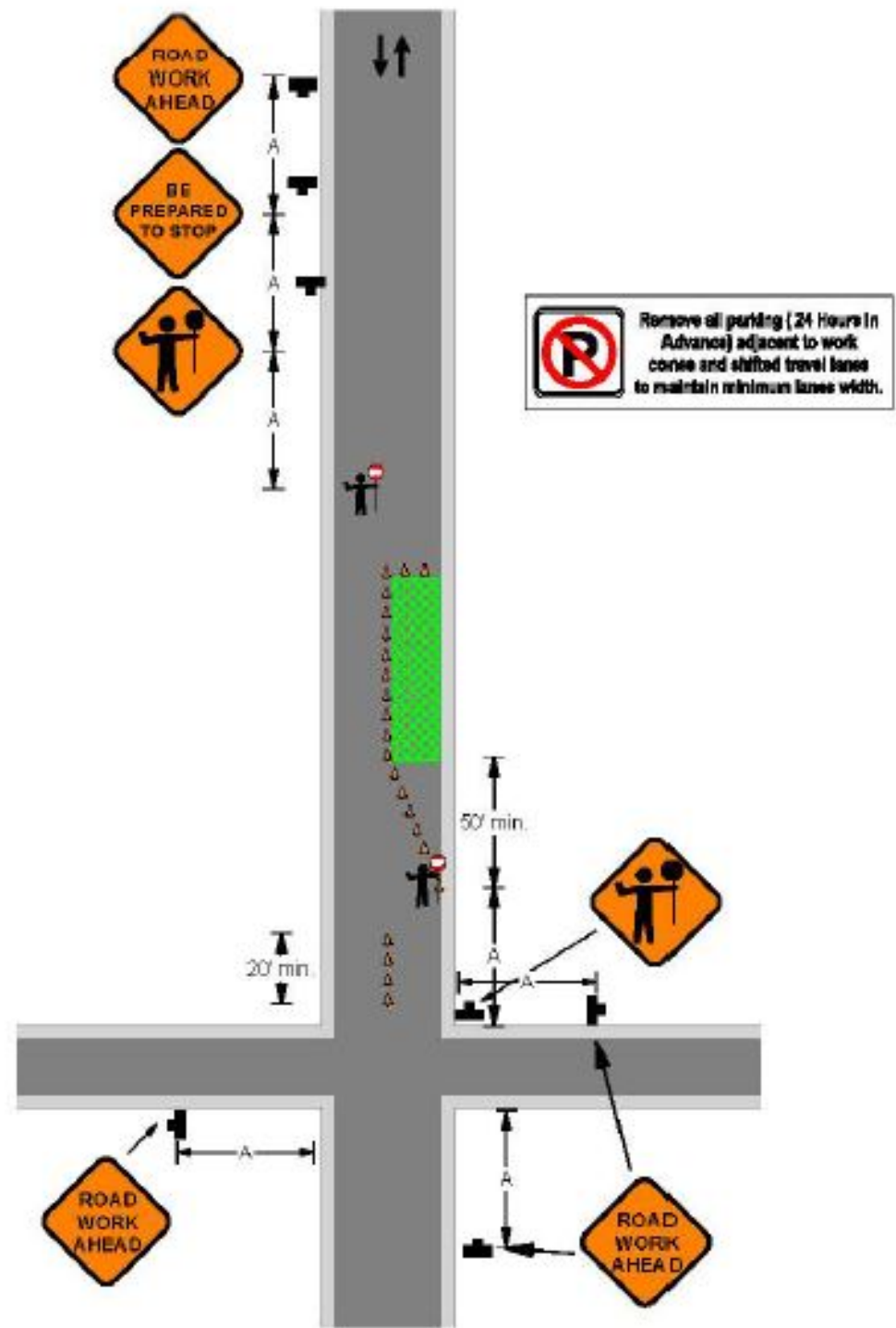
Lane Closures on Lower Volume Streets for Workzones along Corridors with Bike Lanes and On-Street Parking

See Page A9 for A, B, C, L Distances



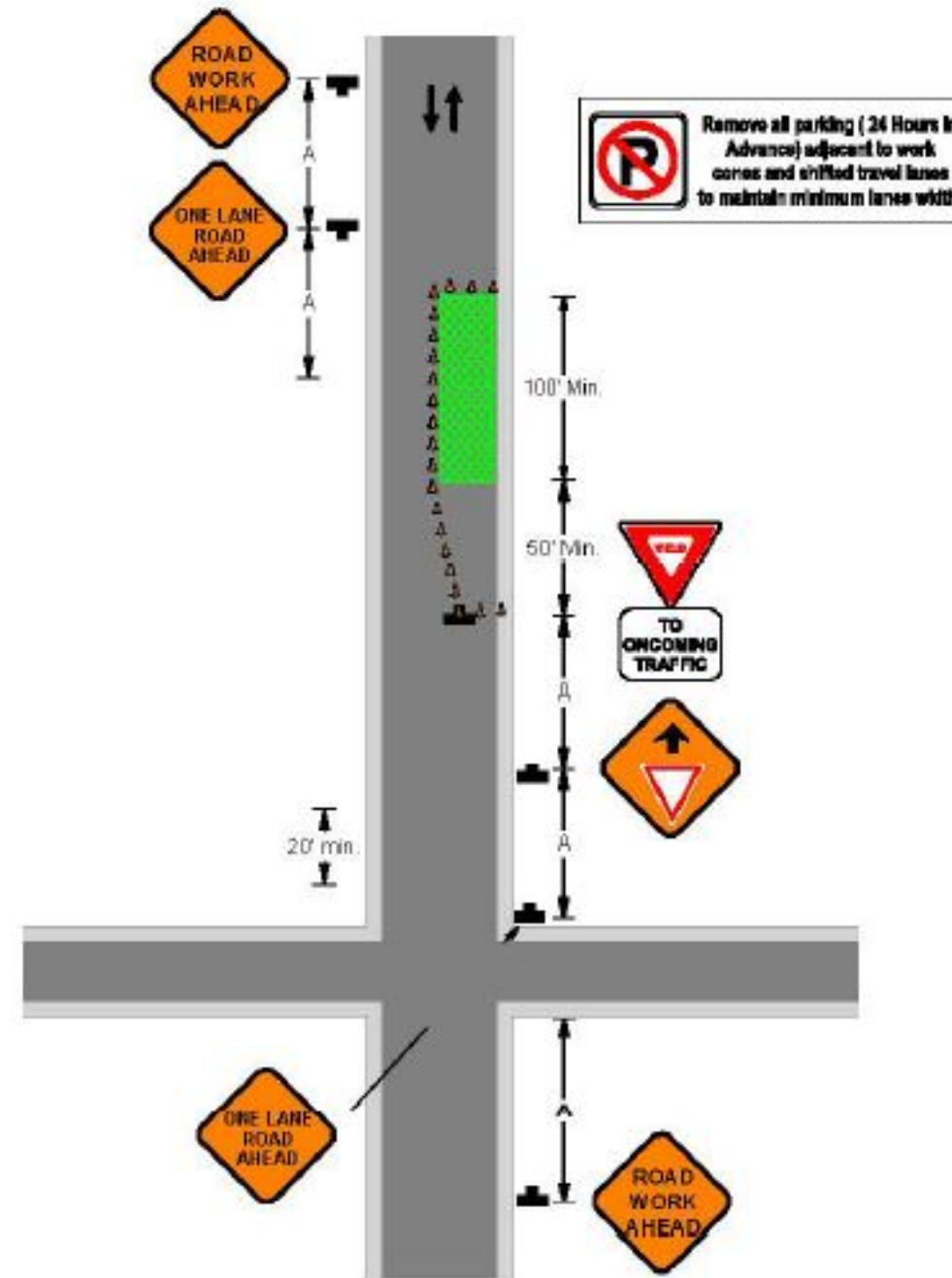
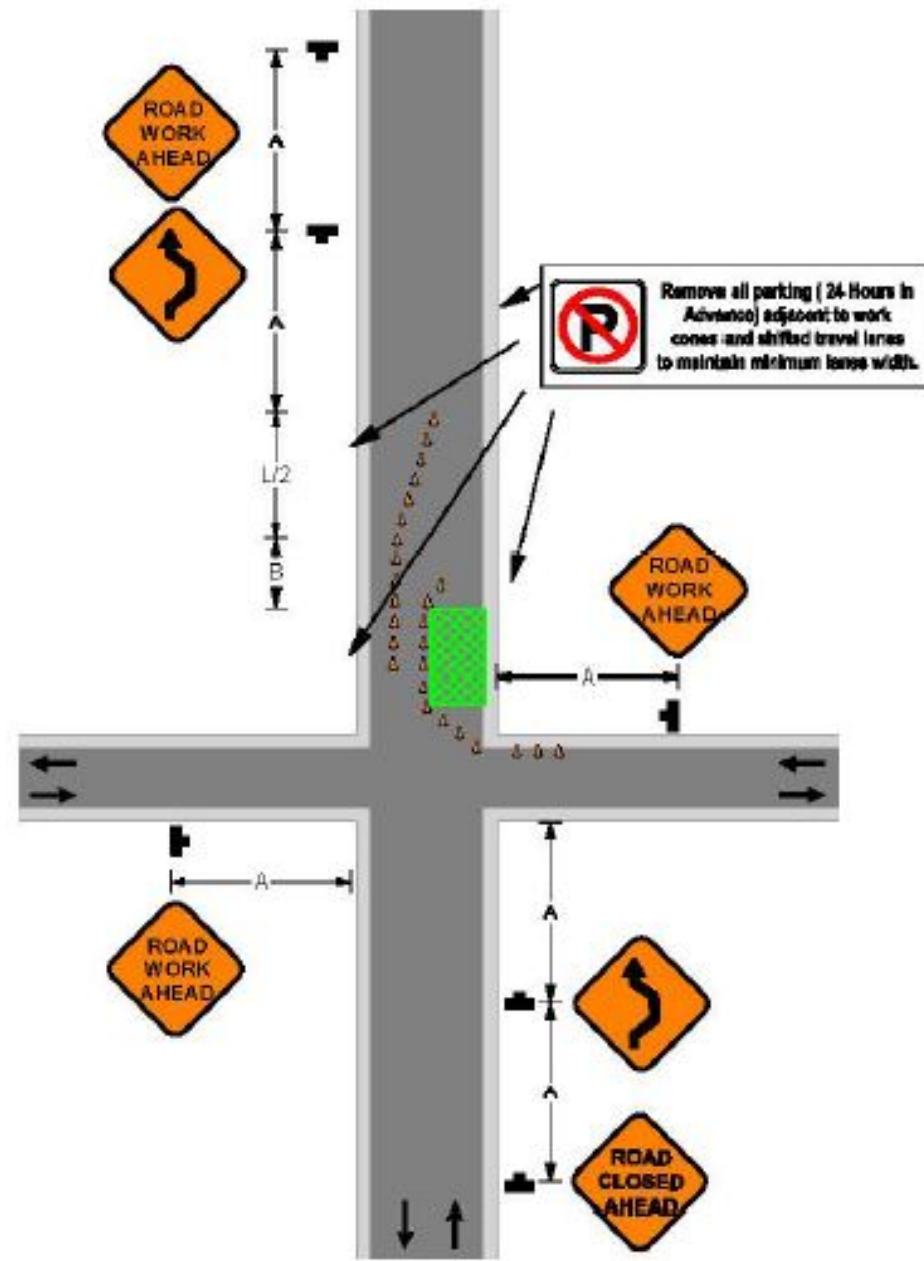
Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Type of Taper	Taper Length (L)
Merging Taper	At least L
Shifting Taper	At least 0.5 L
Shoulder Taper	At least .33 L
One-Lane, Two Way Traffic Taper	100 Ft. (30m) Maximum
Downstream Taper	100 Ft. (30m) per Lane

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$











Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

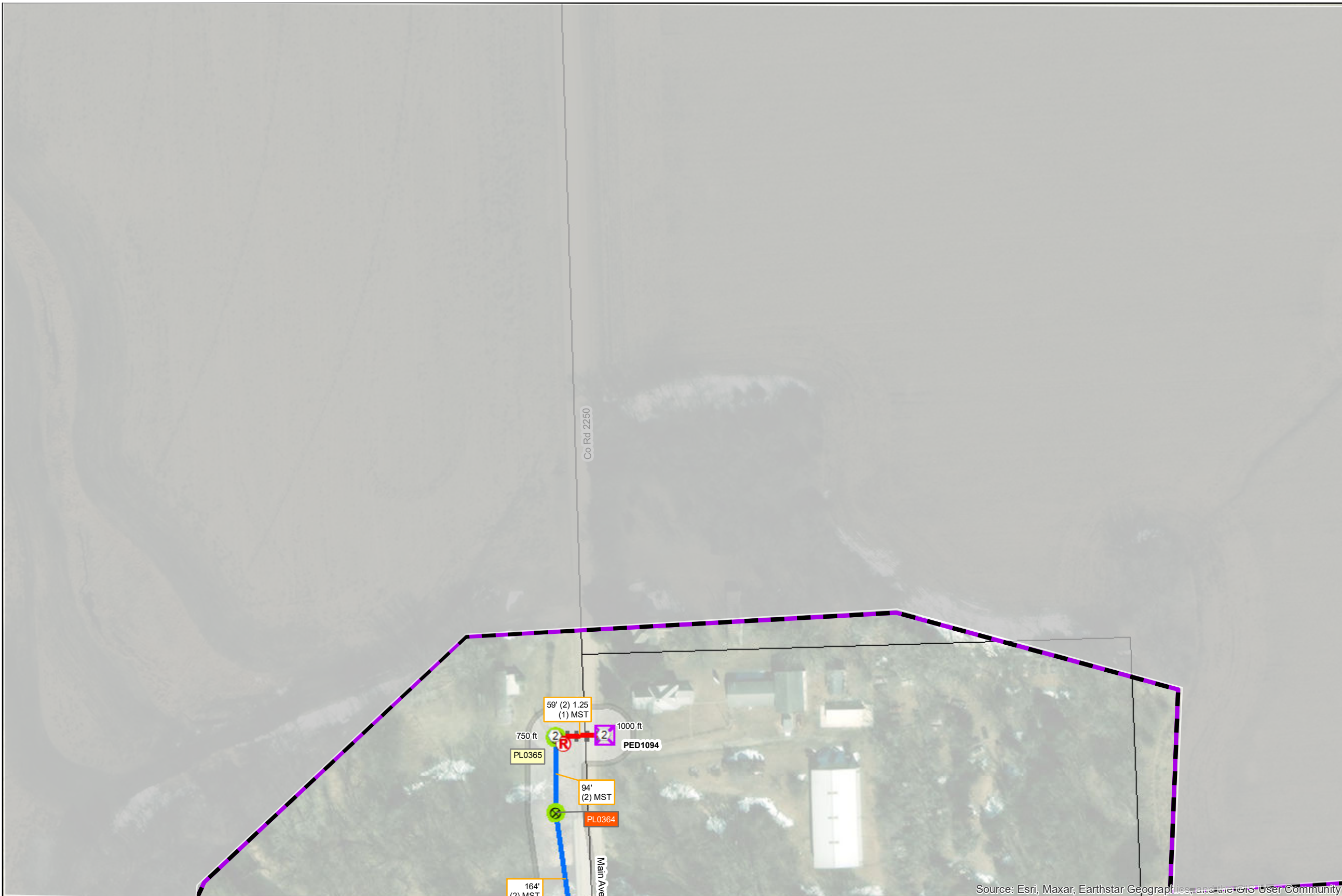
Lane Width	Speed in MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH
10 Ft.	Merging Taper	105'	150'	205'	270'	450'	500'	550'	600'	650'
11 Ft.	Merging Taper	115'	165'	225'	294'	495'	550'	605'	660'	715'
12 Ft.	Merging Taper	125'	180'	245'	320'	540'	600'	660'	720'	780'



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

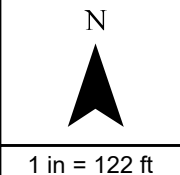
-  PON
-  STRUCTURE Small PED
-  MST 2
-  RISER
-  POLE MR Power
-  POLE NO MR Power
-  ROUTE Placement Type UG Bore
-  ROUTE Placement Type Aerial Strand
-  ROUTE Placement Type Conduit
-  ROUTE Placement Type MST Runs



FO87	FO88	FO89
FP87	FP88	FP89
FQ87	FQ88	FQ89










Notes:
 Revisions:



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

-  PON
-  STRUCTURE
-  Small PED
-  MST 2
- ROUTE**
- Placement Type**
-  UG Bore
-  Conduit
-  MST Runs

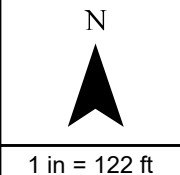


FO89	FO90	FO91
FP89	FP90	FP91
FQ89	FQ90	FQ91

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













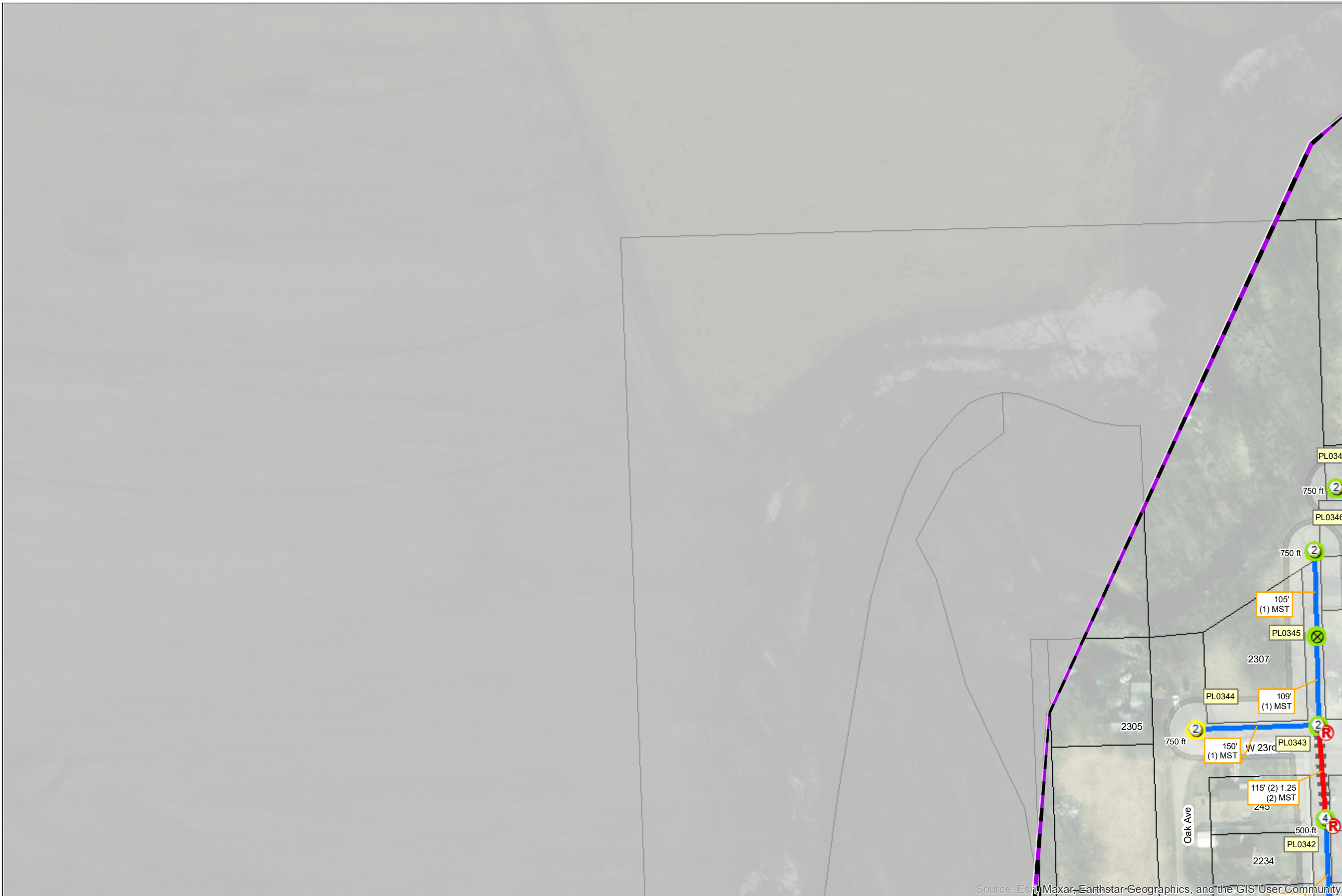
Notes:
 Revisions:



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

-  PON
- FIBEREQUIPMENT**
-  MST 4
-  MST 2
-  RISER
- POLE NO MR**
- Pole Use**
-  Power
-  Telecom
- ROUTE**
- Placement Type**
-  UG Bore
-  Aerial Strand
-  Conduit
-  MST Runs

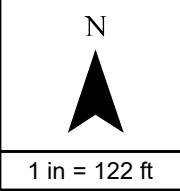


FP86	FP87	FP88
FQ86	FQ87	FQ88
FR86	FR87	FR88

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



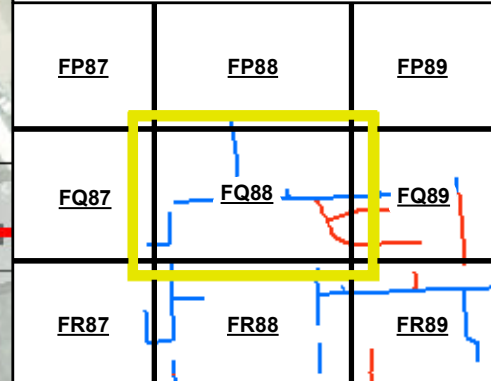
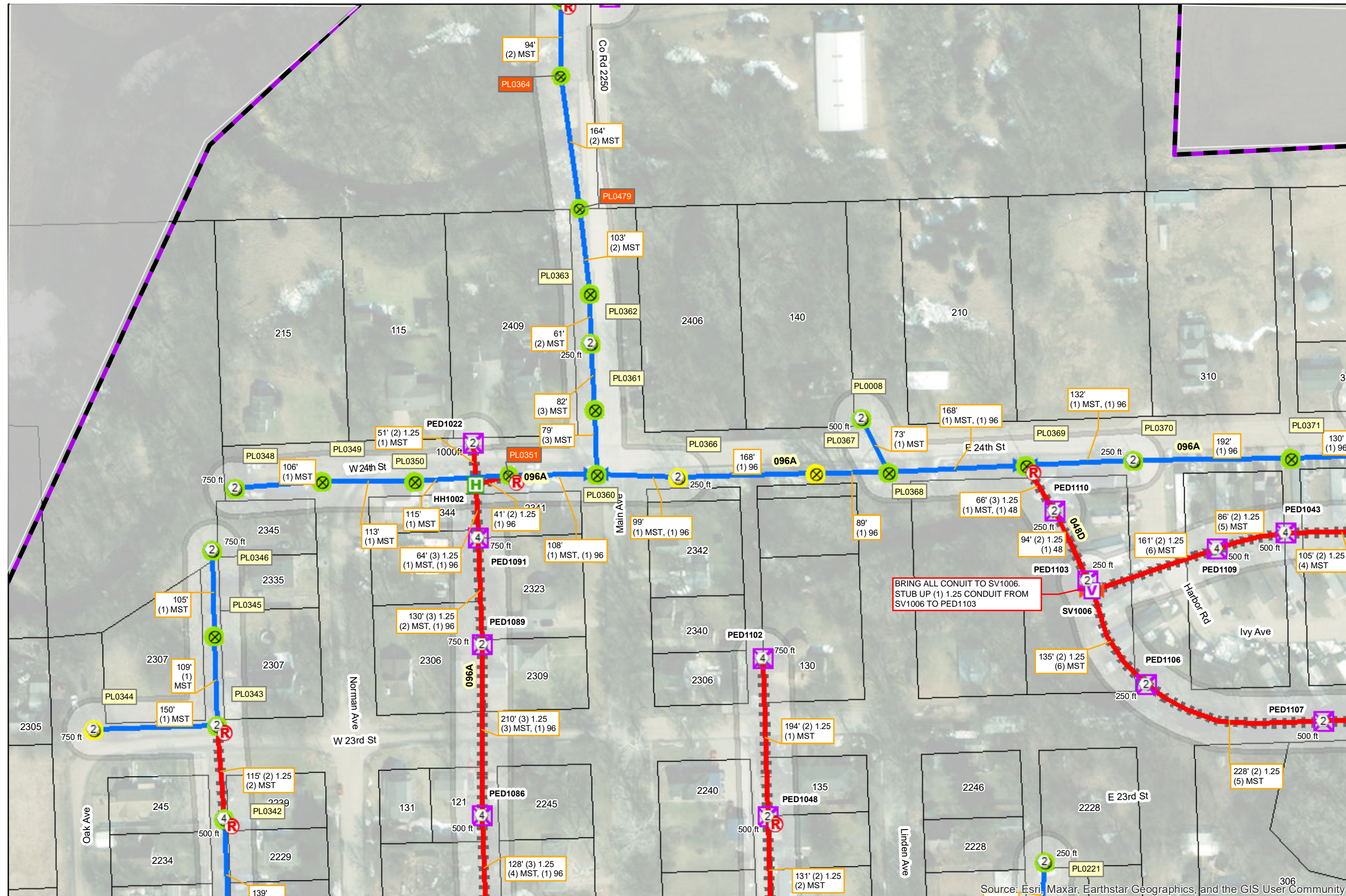
Notes:
 Revisions:



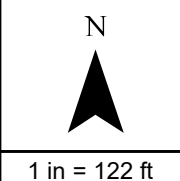
PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

	POLE MR		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 4		T36 Vault
	MST 2		T48 Vault
	RISER		SPLICECLOSURE
	Power		Underground
	Telecom		Aerial
	UG Bore		Aerial Strand
	Future MDU Drop		Future MDU Drop
	Conduit		MST Runs



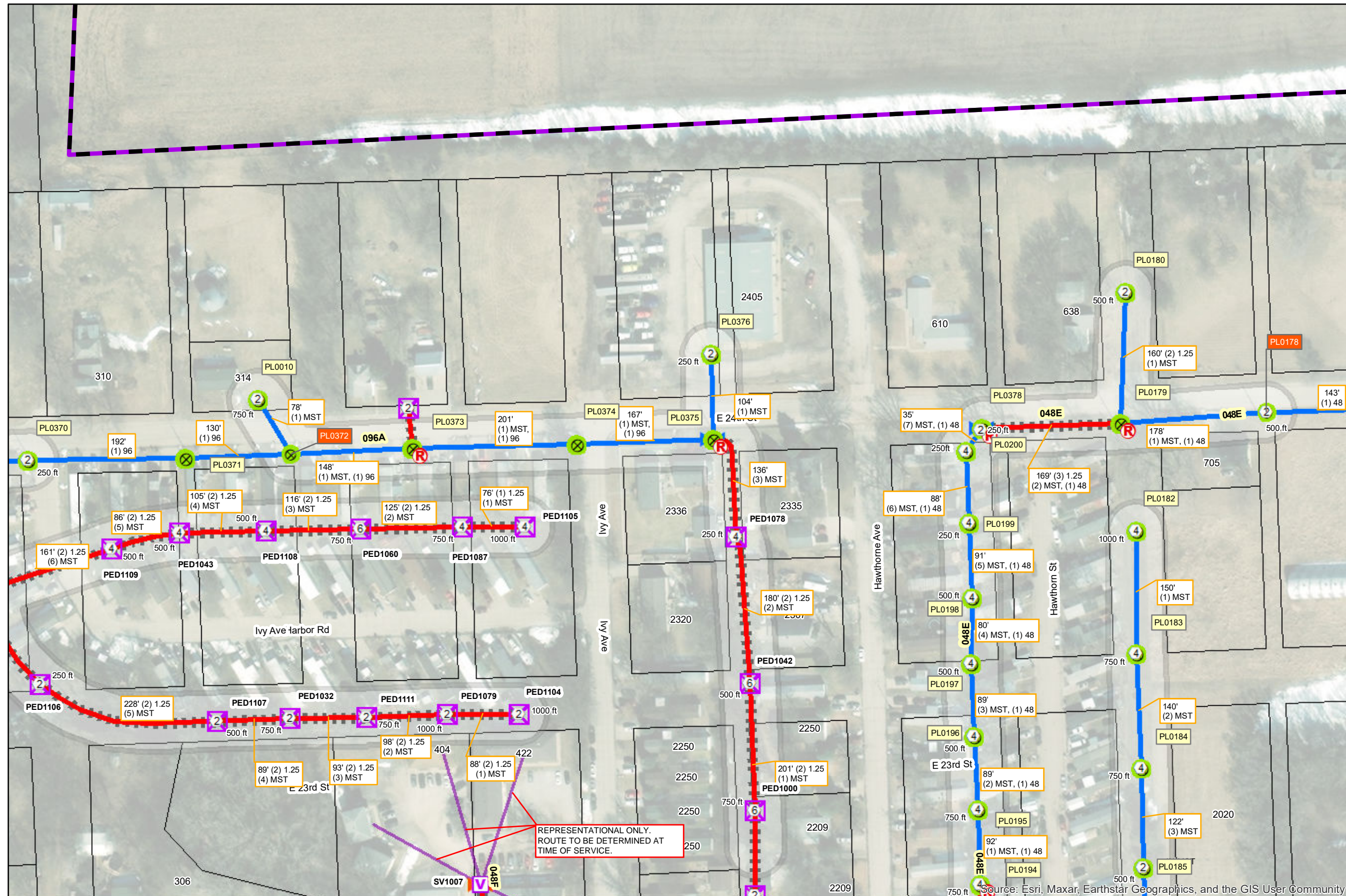
Notes:
 Revisions:



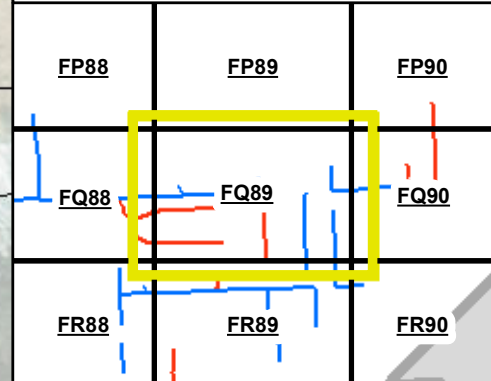
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 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/21/2023

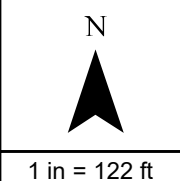
	PON		STRUCTURE Small PED
	MST 6		T48 Vault
	MST 4		SPLICECLOSURE Underground
	MST 2		Aerial
	RISER		ROUTE UG Bore
	POLE MR Pole Use Power		Aerial Strand
	POLE NO MR Pole Use Power		Future MDU Drop
			Conduit
			MST Runs

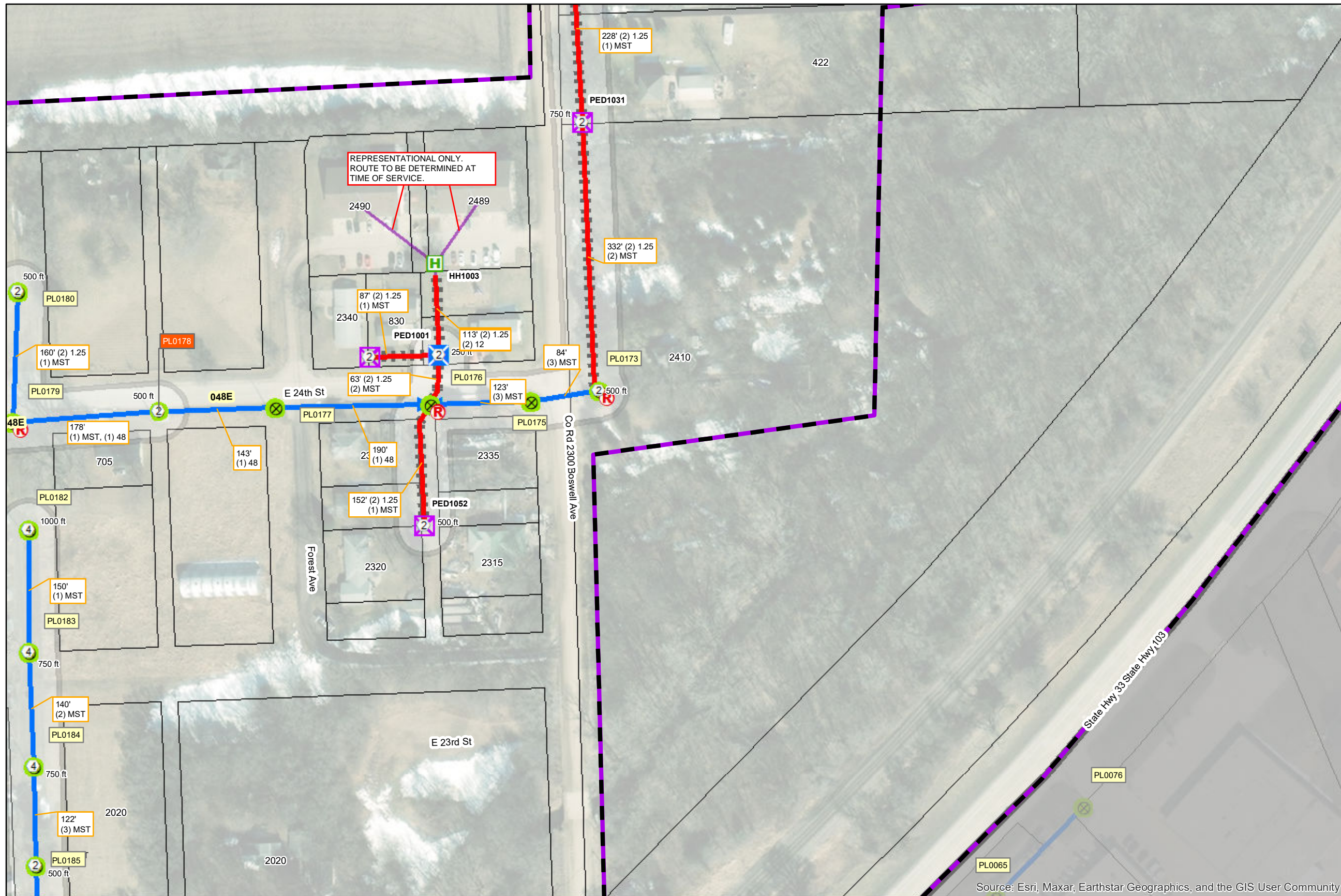


REPRESENTATIONAL ONLY.
 ROUTE TO BE DETERMINED AT
 TIME OF SERVICE.



Notes:
 Revisions:





PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/21/2023

PON	Large PED
FIBEREQUIPMENT MST 4	Small PED
MST 2	T36 Vault
RISER	SPLICECLOSURE Aerial
POLE MR	ROUTE
Pole Use	Placement Type
Power	UG Bore
POLE NO MR	Aerial Strand
Pole Use	Future MDU Drop
Power	Conduit
	MST Runs

FP89	FP90	FP91
FQ89	FQ90	FQ91
FR89	FR90	FR91

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

Notes:
 Revisions:

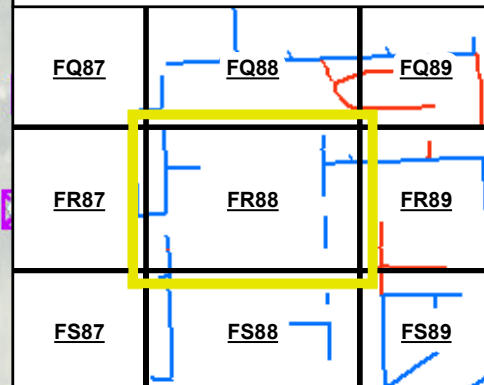
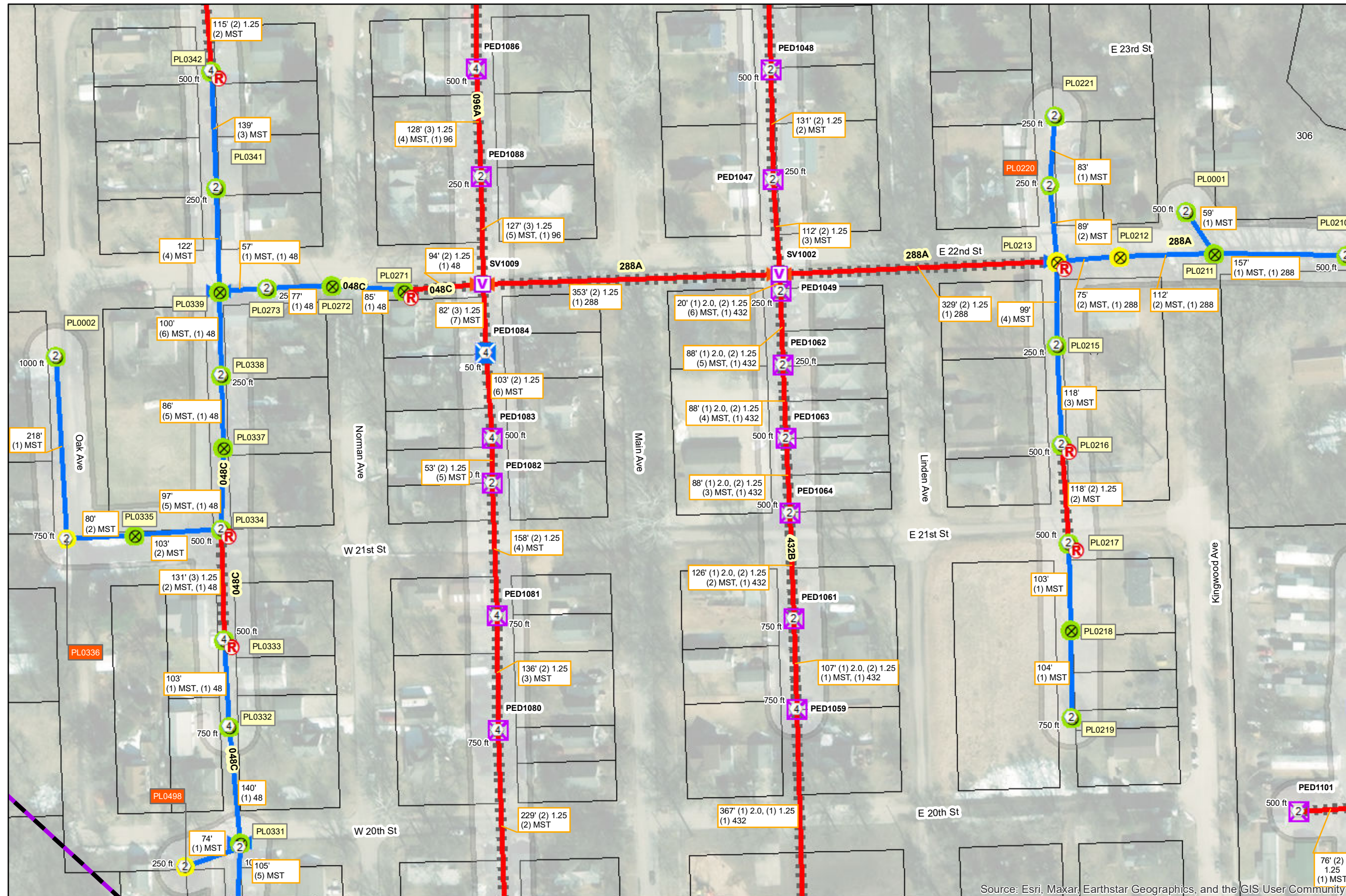
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 1 in = 122 ft

PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/22/2023

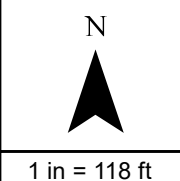
	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 4		Small PED
	MST 2		T48 Vault
	RISER		Underground
	POLE MR		Aerial
	Pole Use		Aerial
	Power		ROUTE
	Telecom		Placement Type
	POLE NO MR		UG Bore
	Pole Use		Aerial Strand
	Power		Future MDU Drop
	Telecom		Future MDU Drop
			Conduit
			MST Runs



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



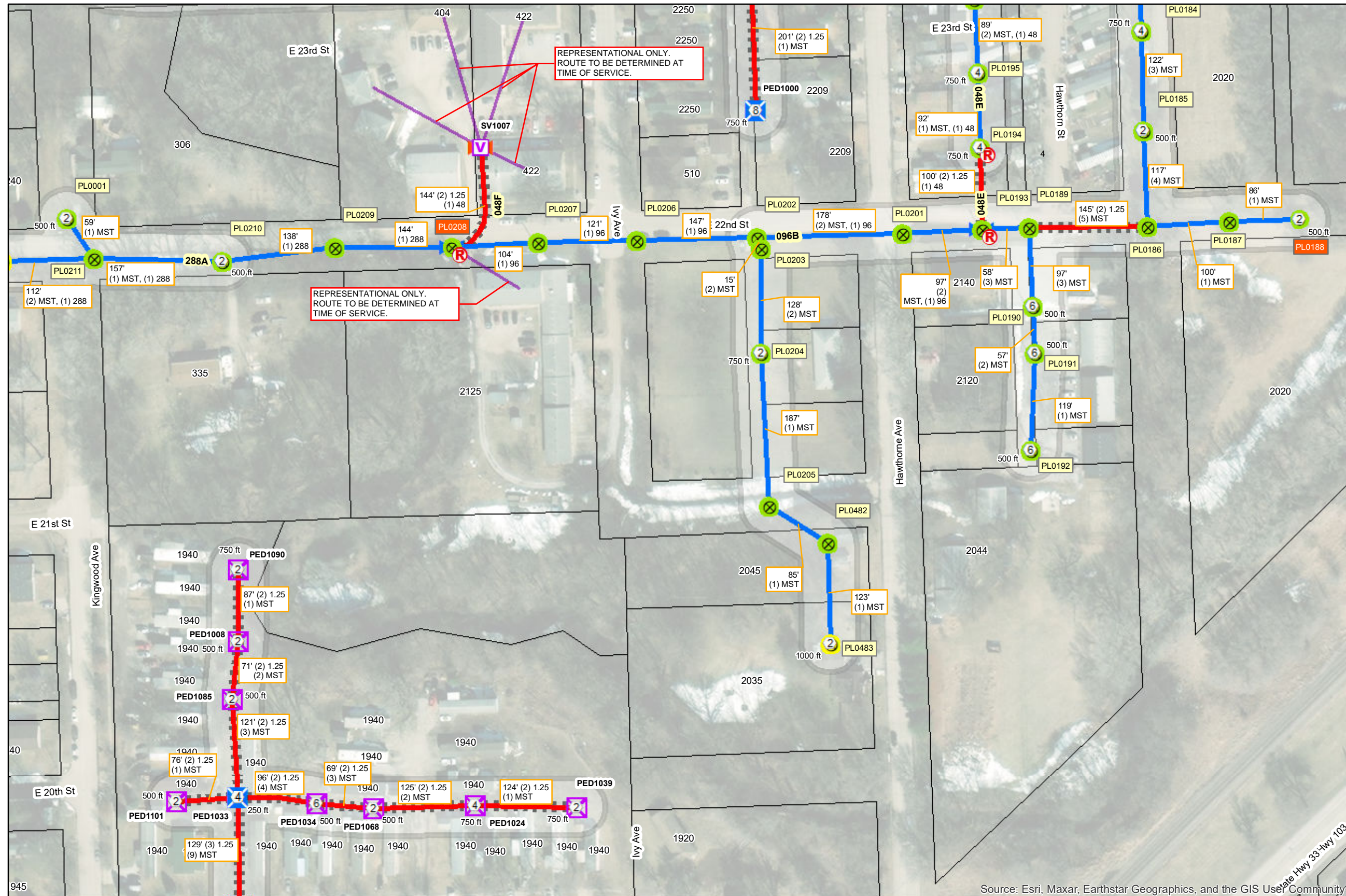
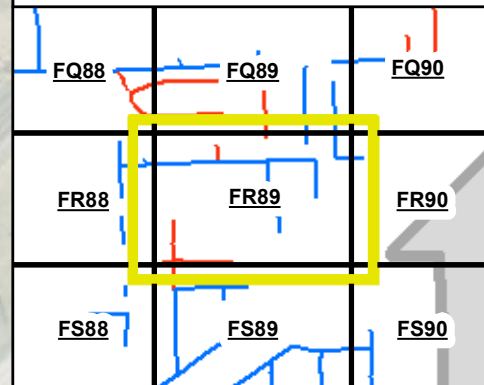
Notes:
 Revisions:



PON: CRE-01-01
DCR: DCR-187

PERMIT:
LEGEND Date: 6/20/2023

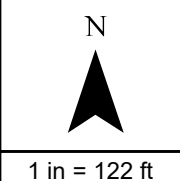
	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 8		Small PED
	MST 6		T48 Vault
	MST 4		SPLICECLOSURE
	MST 2		Underground
	RISER		Aerial
	POLE MR		ROUTE
	Pole Use		Placement Type
	Power		UG Bore
	POLE NO MR		Aerial Strand
	Pole Use		Future MDU Drop
	Power		Future MDU Drop
	Telecom		Conduit
			MST Runs

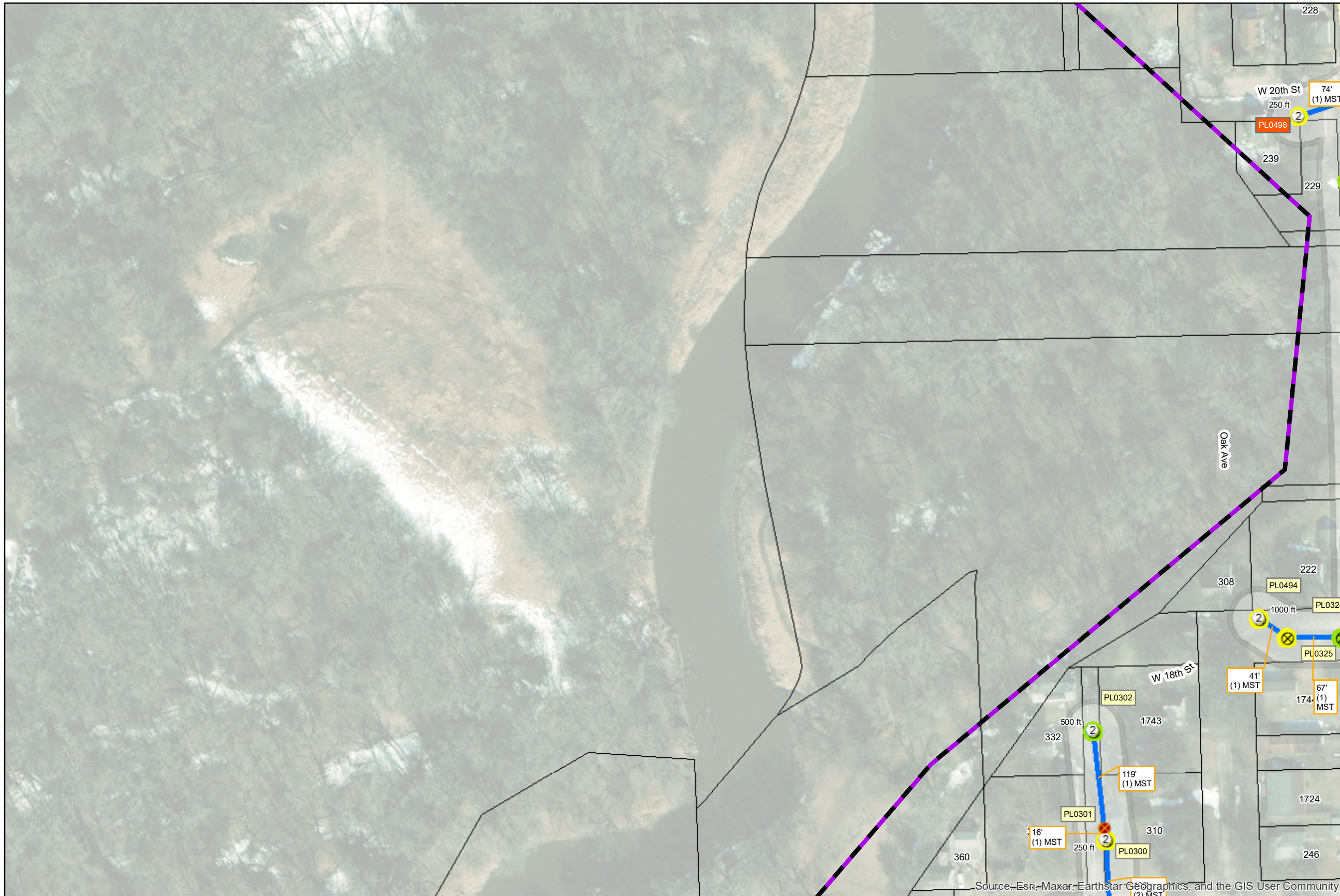


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes:
 Revisions:





PON: CRE-01-01
DCR: DCR-187

PERMIT:
LEGEND Date: 6/20/2023

PON
 FIBEREQUIPMENT

MST 2

POLE MR
 Pole Use

- Telecom

POLE NO MR
 Pole Use

- Unknown
- Power
- Telecom

SPLICECLOSURE
 Aerial

ROUTE
 Placement Type

- Aerial Strand
- Future MDU Drop
- MST Runs

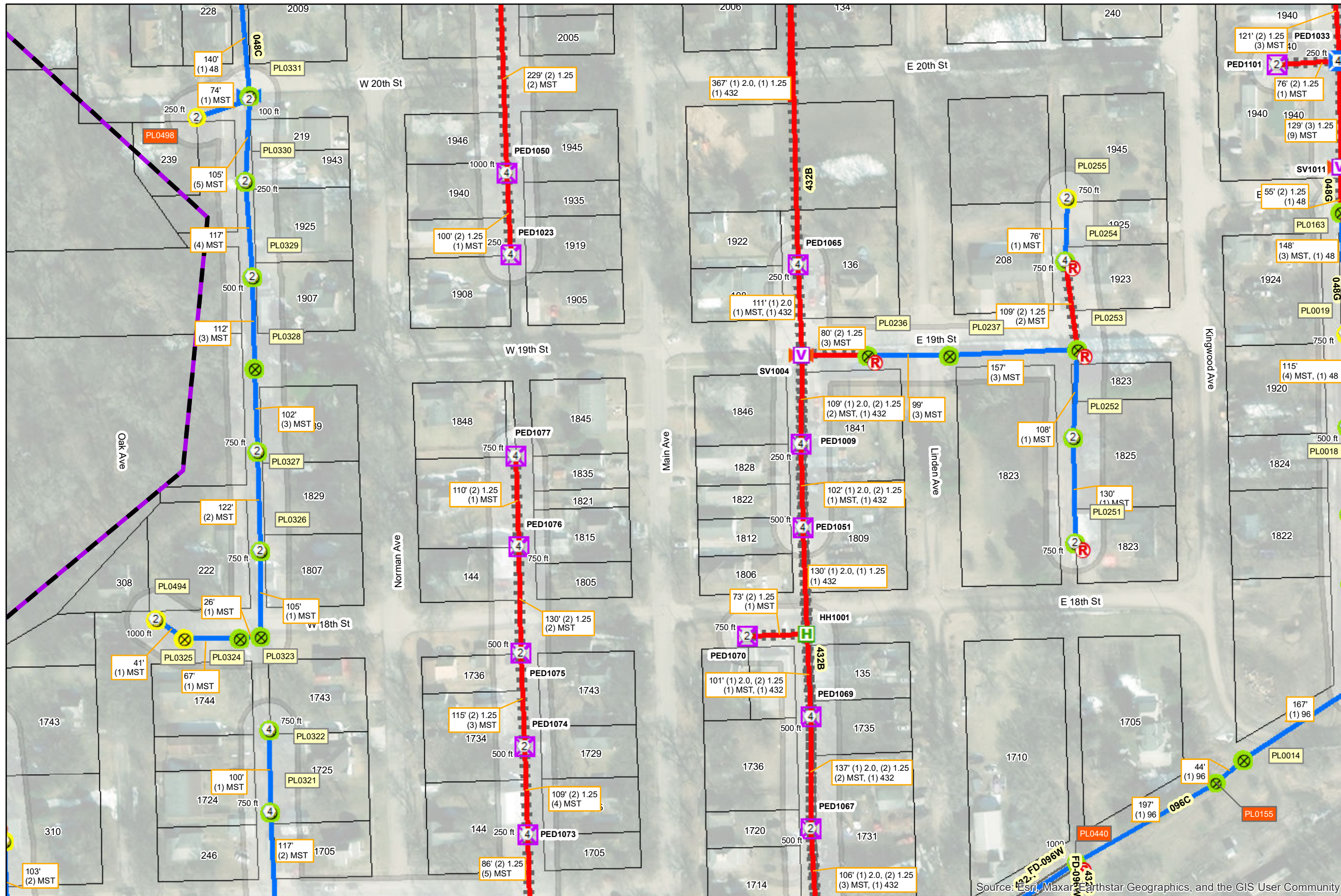
FR86	FR87	FR88
FS86	FS87	FS88
FT86	FT87	FT88

Allo FIBER
 netcall.com
Nebraska 811
 Know what's below. Call before you dig.

Notes:
 Revisions:

N

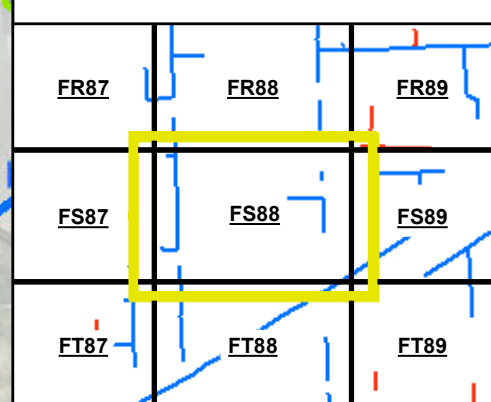
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PON: CRE-01-01
DCR: DCR-187

PERMIT:
LEGEND Date: 6/20/2023

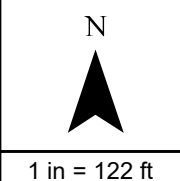
FIBER EQUIPMENT		STRUCTURE	
⑥	MST 6	⊗	Large PED
④	MST 4	⊗	Small PED
②	MST 2	H	T36 Vault
Ⓡ	RISER	V	T48 Vault
⊗	Power	⊗	Underground
⊗	Telecom	⊗	Aerial
POLE MR		ROUTE	
⊗	Power	—	UG Bore
⊗	Telecom	—	Aerial Strand
POLE NO MR		Future MDU Drop	
⊗	Power	—	Feeder Fiber
⊗	Telecom	—	Future MDU Drop
		Conduit	
		MST Runs	



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



Notes:
 Revisions:

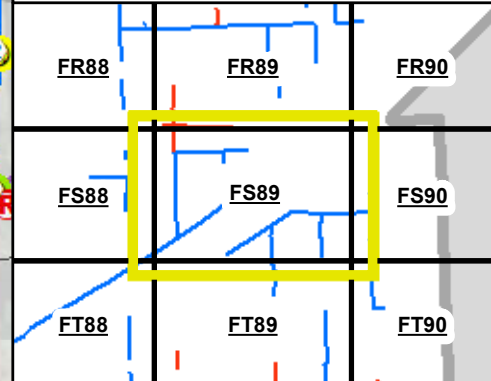




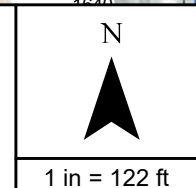
PON: CRE-01-01
DCR: DCR-187

PERMIT:
LEGEND Date: 6/20/2023

FIBER EQUIPMENT		STRUCTURE	
⑥	MST 6	⊗	Large PED
④	MST 4	⊗	Small PED
②	MST 2	⊗	T48 Vault
Ⓡ	RISER	⊗	SPLICE CLOSURE
		⊗	Underground
		⊗	Aerial
POLE MR		ROUTE	
⊗	Power	—	UG Bore
⊗	Telecom	—	Aerial Strand
		—	Future MDU Drop
		—	Future MDU Drop
			Conduit
		□	MST Runs



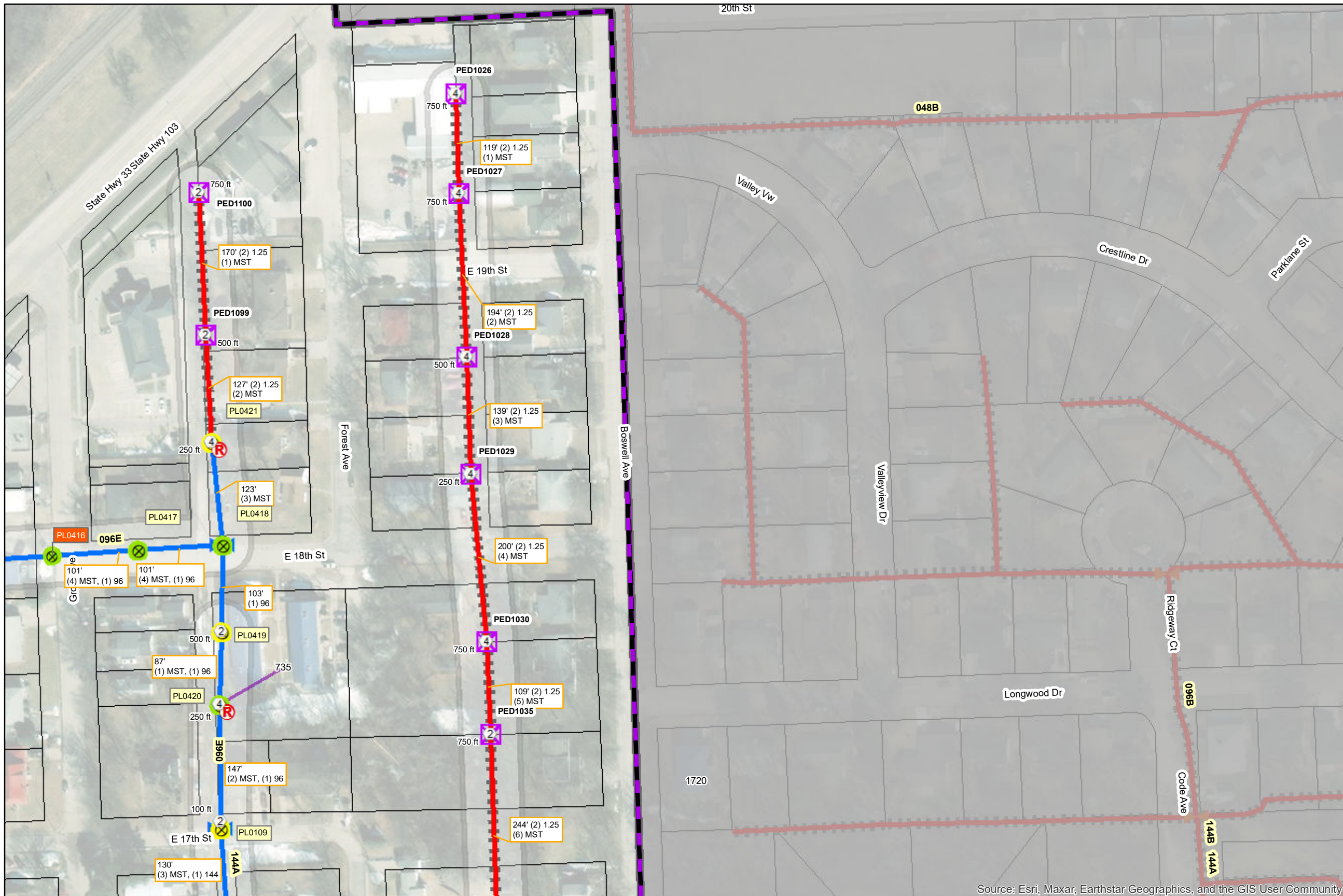
Notes:
 Revisions:



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/22/2023

	PON		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 4		SPLICECLOSURE
	MST 2		Underground
	RISER		Aerial
POLE MR	Pole Use	ROUTE	Placement Type
	Power		UG Bore
POLE NO MR	Pole Use		Aerial Strand
	Power		Future MDU Drop
	Telecom		Conduit
			MST Runs

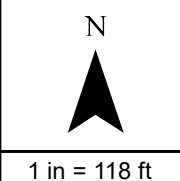


FR89	FR90	FR91
FS89	FS90	FS91
FT89	FT90	FT91

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



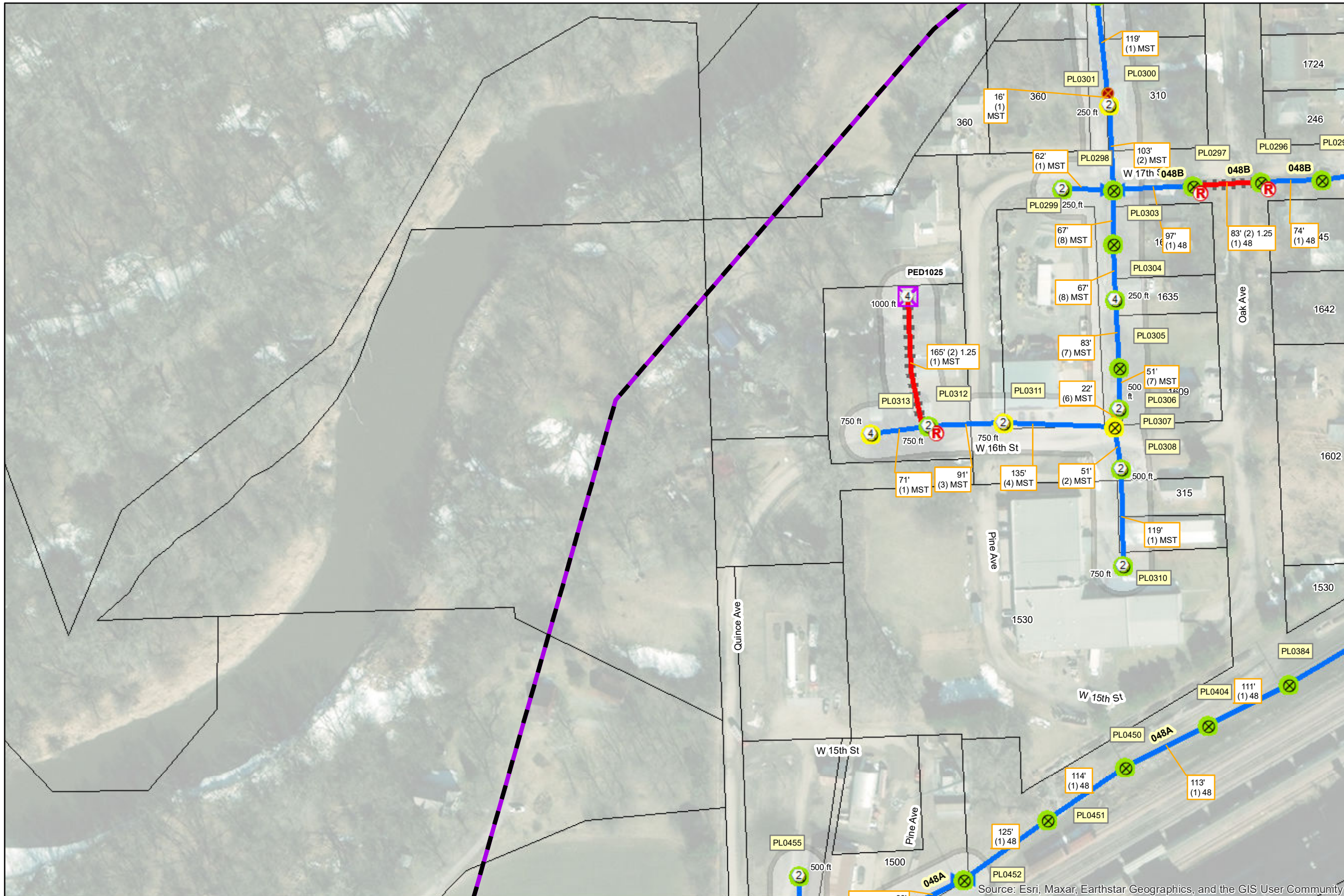
Notes:
 Revisions:



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

	STRUCTURE
	Small PED
	SPLICECLOSURE
	Aerial
	ROUTE
POLE NO MR	Placement Type
	UG Bore
Pole Use	Aerial Strand
	Future MDU Drop
	Future MDU Drop
	Conduit
	MST Runs

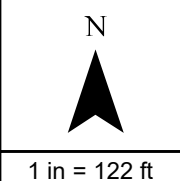


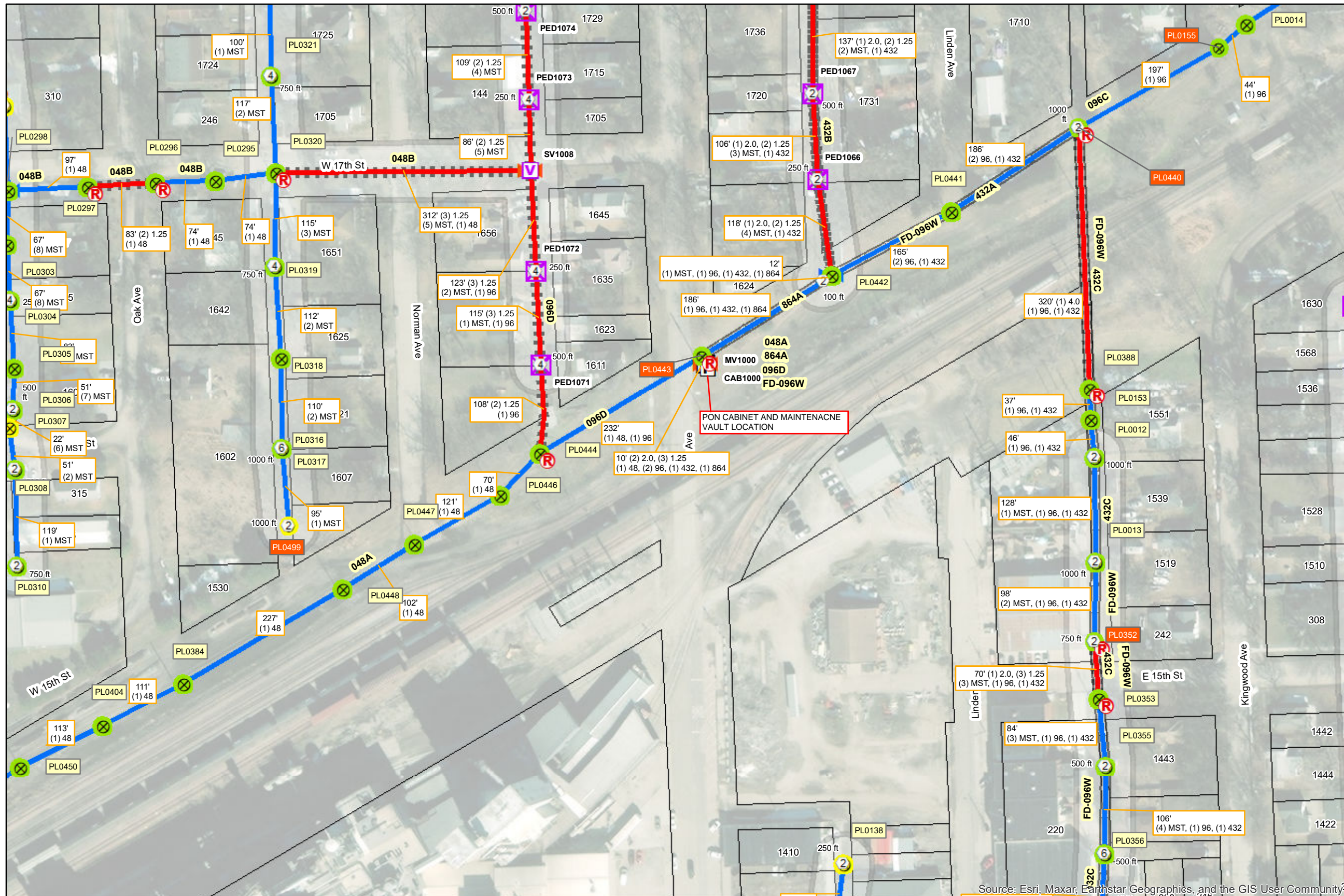
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FT86	FT87	FT88
FU86	FU87	FU88

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



Notes:
 Revisions:

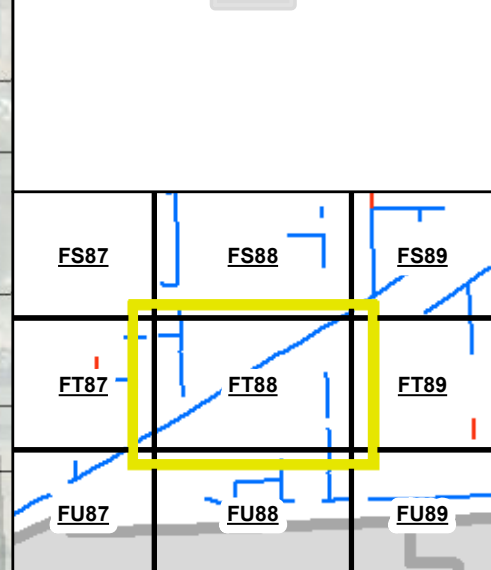




PON: CRE-01-01
DCR: DCR-187

PERMIT:
LEGEND Date: 6/20/2023

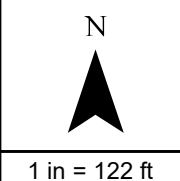
- | | | | |
|--|-----------------------|-----------------------|------------------|
| | PON | | STRUCTURE |
| | FIBEREQUIPMENT | | 1152 Cabinet |
| | MST 6 | | Small PED |
| | MST 4 | | T48 Vault |
| | MST 2 | | T60 Vault |
| | RISER | SPLICECLOSURE | |
| | POLE MR | | Underground |
| | Pole Use | | Aerial |
| | Telecom | ROUTE | |
| | POLE NO MR | Placement Type | |
| | Unknown | | UG Bore |
| | Power | | Aerial Strand |
| | Telecom | | Feeder Fiber |
| | Future MDU Drop | | Future MDU Drop |
| | Conduit | | MST Runs |

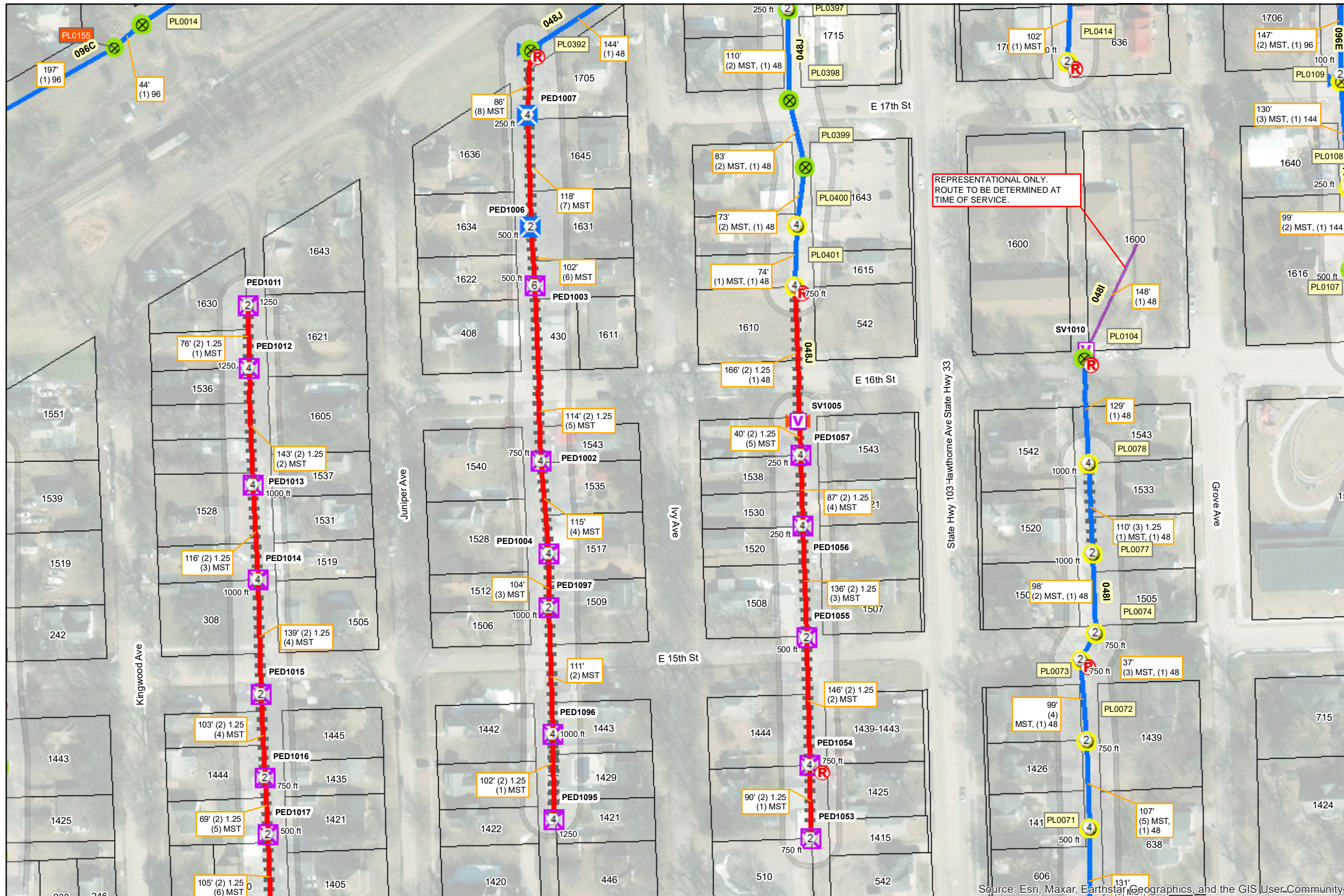


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community³



Notes:
 Revisions:



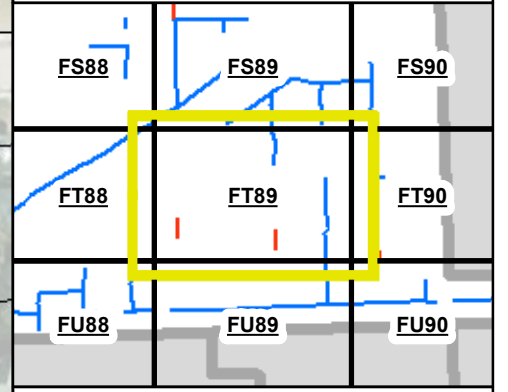


REPRESENTATIONAL ONLY.
ROUTE TO BE DETERMINED AT
TIME OF SERVICE.

PON: CRE-01-01
DCR: DCR-187

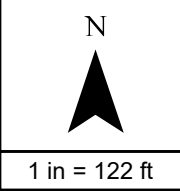
PERMIT:
LEGEND Date: 6/20/2023

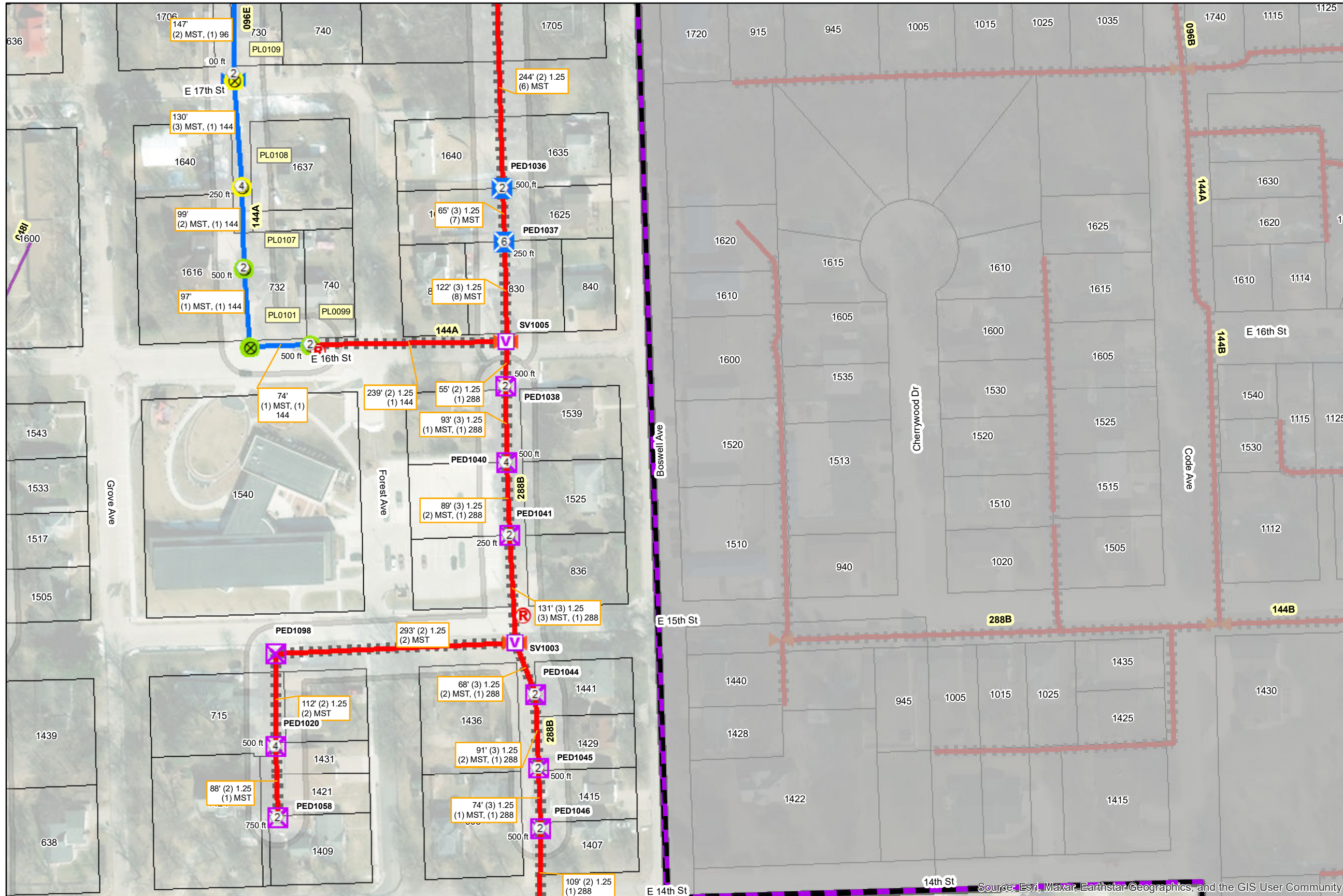
	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 6		Small PED
	MST 4		T48 Vault
	MST 2		SPLICECLOSURE
	RISER		Underground
	POLE MR		Aerial
	Pole Use		ROUTE
	Power		Placement Type
	Telecom		UG Bore
	POLE NO MR		Aerial Strand
	Pole Use		Future MDU Drop
			Future MDU Drop
			Conduit
			MST Runs



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

Notes:
Revisions:

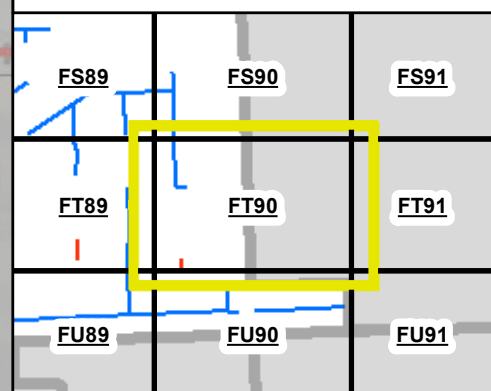




PON: CRE-01-01
DCR: DCR-187

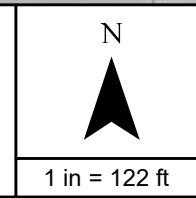
PERMIT:
LEGEND Date: 6/20/2023

	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 6		Small PED
	MST 4		T48 Vault
	MST 2		SPLICECLOSURE
	RISER		Underground
	POLE NO MR		Aerial
	Pole Use		ROUTE
	Power		Placement Type
	Telecom		UG Bore
			Aerial Strand
			Future MDU Drop
			Future MDU Drop
			Conduit
			MST Runs



Notes: PLCS Project Routes have been permitted separately

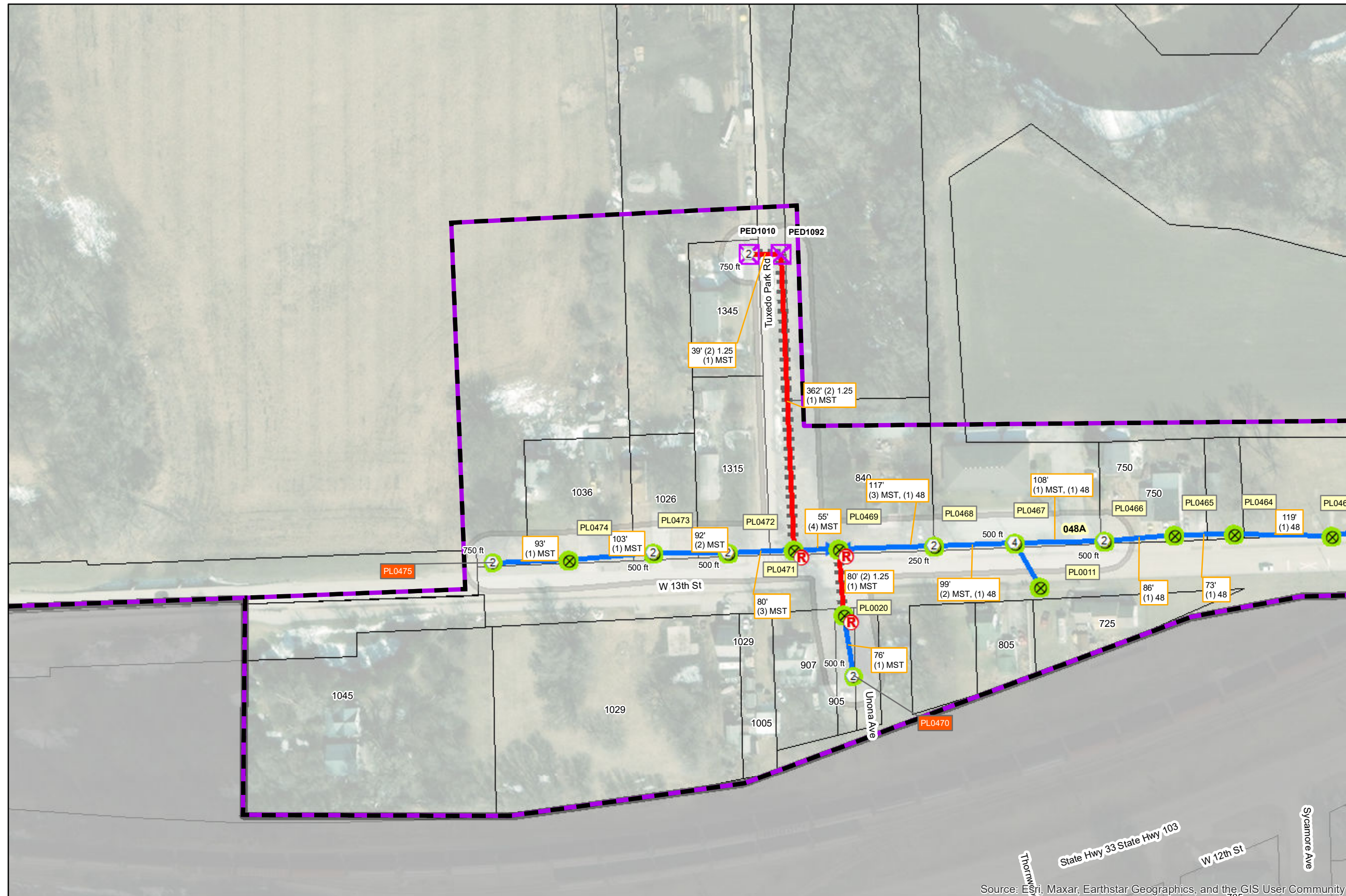
Revisions:



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

- PON
- FIBEREQUIPMENT MST 4
- MST 2
- RISER
- POLE MR Power
- POLE NO MR Power
- STRUCTURE Small PED
- SPLICECLOSURE Aerial
- ROUTE UG Bore
- Aerial Strand
- Future MDU Drop
- Conduit
- MST Runs

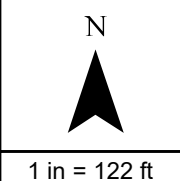


FT85	FT86	FT87
FU85	FU86	FU87
FV85	FV86	FV87

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



Notes:
 Revisions:



PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

FIBEREQUIPMENT

- MST 2
- RISER

POLE MR

Pole Use

- Power

POLE NO MR

Pole Use

- Power
- Telecom

SPLICECLOSURE

- Underground
- Aerial

ROUTE

Placement Type

- UG Bore
- Aerial Strand

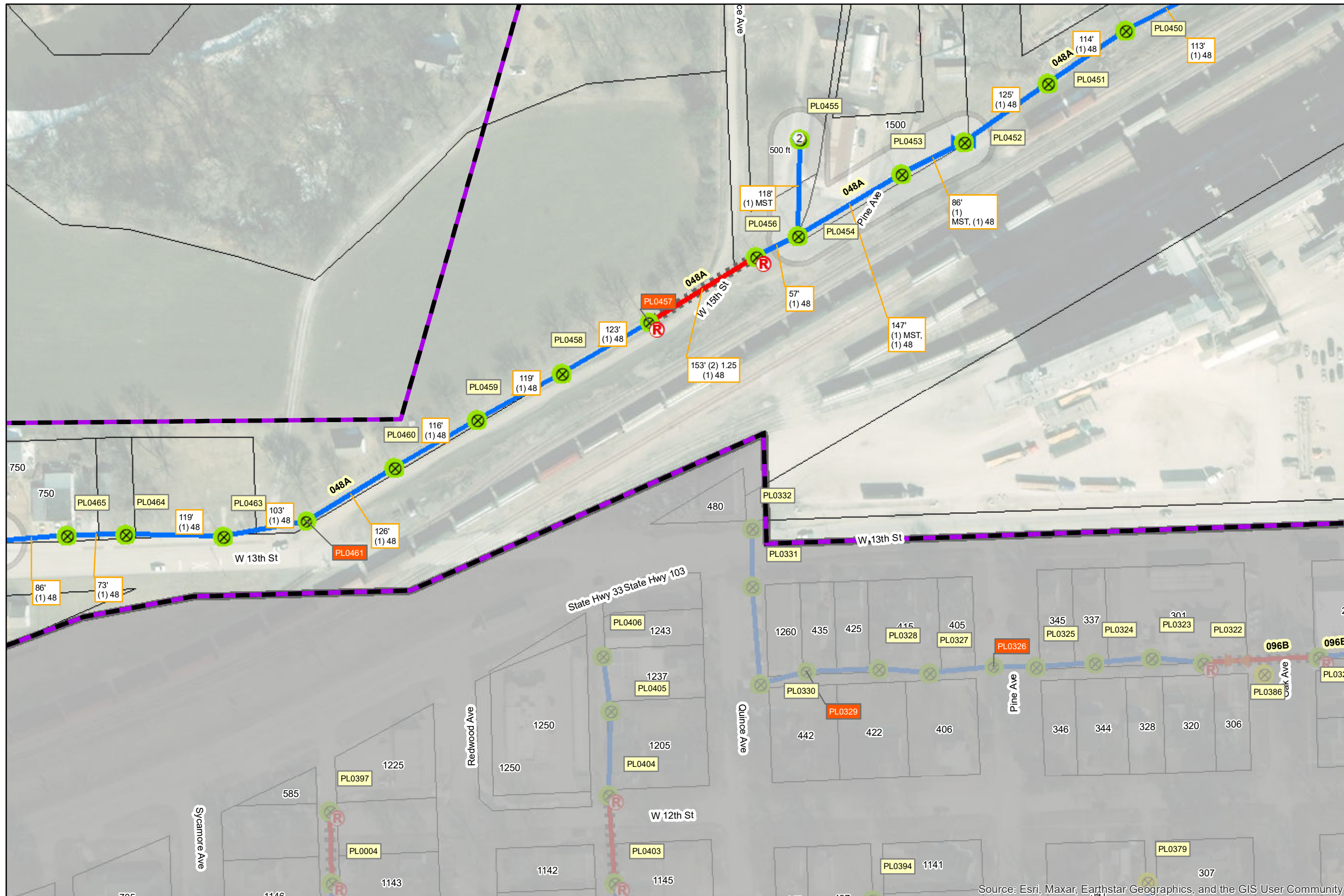
Future MDU Drop

- Future MDU Drop

Conduit

MST Runs

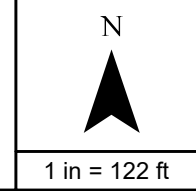
FT86	FT87	FT88
FU86	FU87	FU88
FV86	FV87	FV88

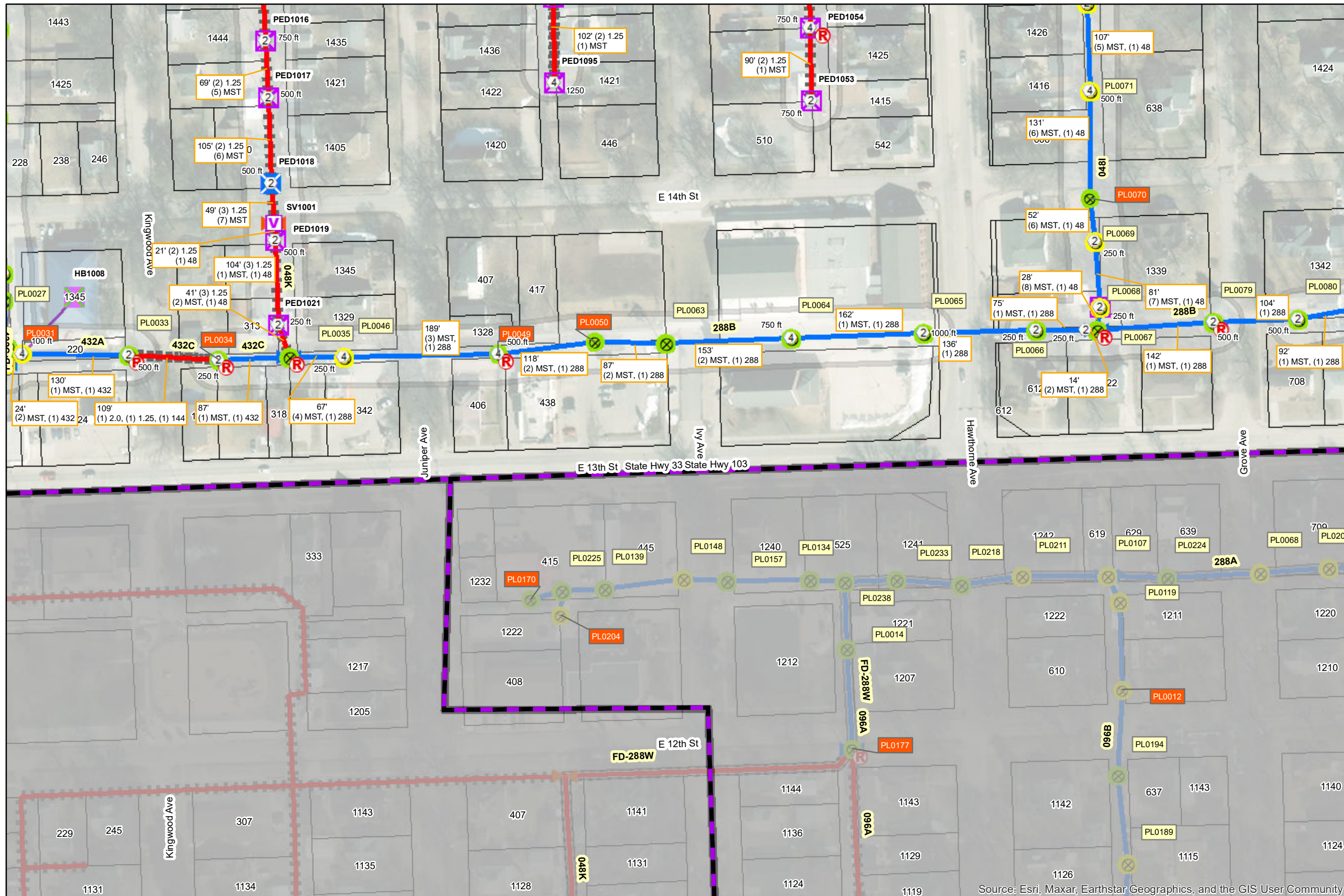


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes:

Revisions:

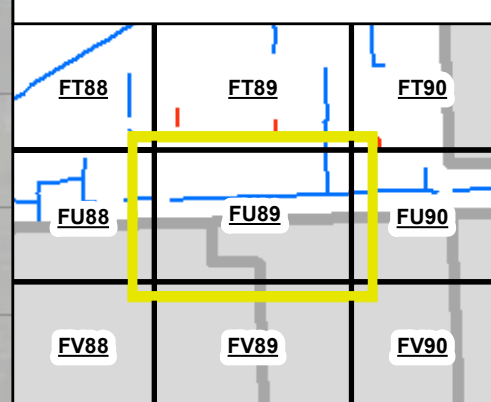




PON: CRE-01-01
 DCR: DCR-187

PERMIT:
 LEGEND Date: 6/20/2023

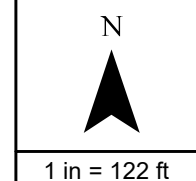
	PON		STRUCTURE
	FIBEREQUIPMENT		Com Box
	MST 4		Large PED
	MST 2		Small PED
	RISER		T48 Vault
POLE MR		SPLICECLOSURE	
Pole Use			Underground
	Power		Aerial
	Telecom		
POLE NO MR		ROUTE	
Pole Use		Placement Type	
	Power		UG Bore
	Telecom		Aerial Strand
			Feeder Fiber
		Future MDU Drop	
			Future MDU Drop
			Conduit
			MST Runs

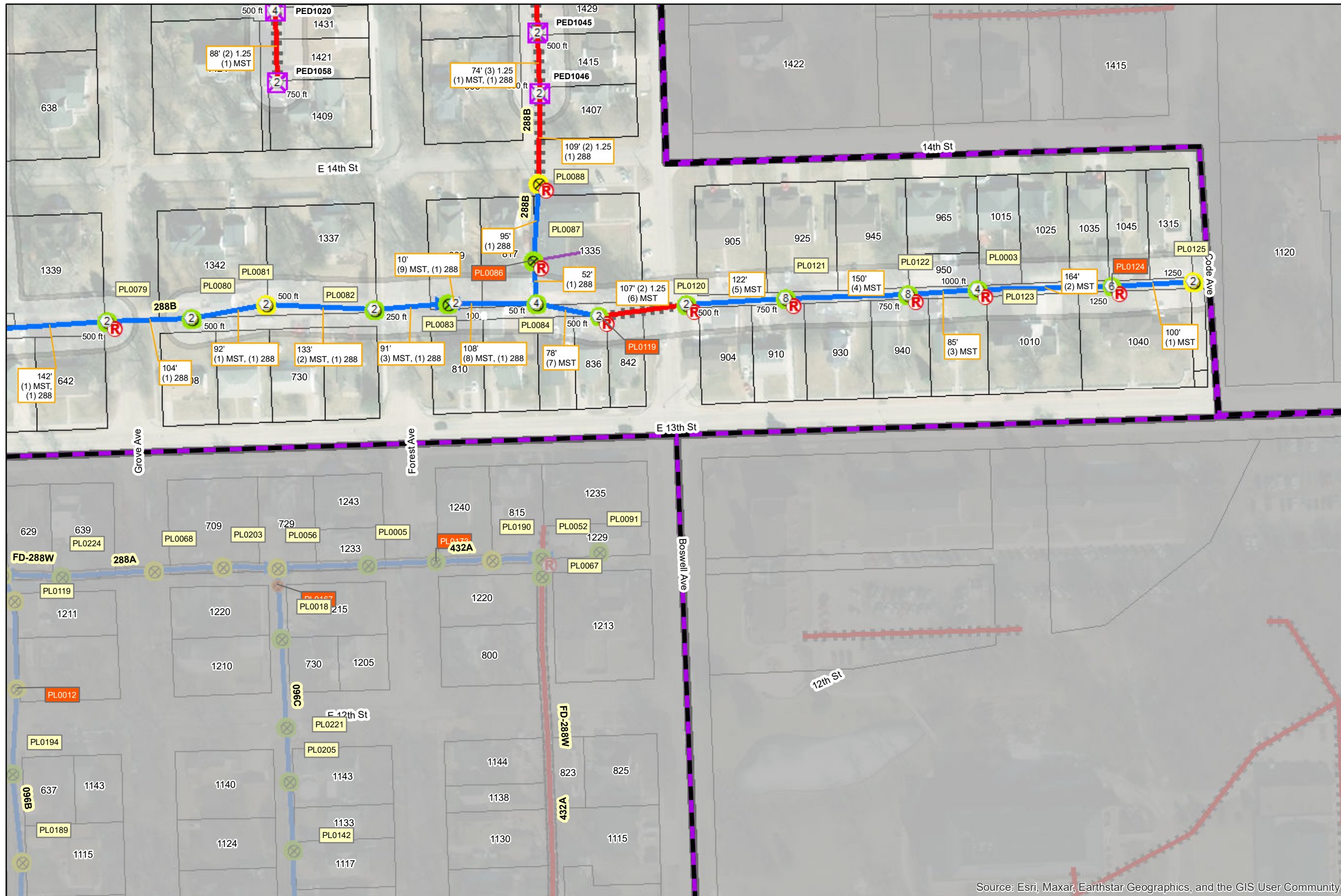


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes:
 Revisions:





PON: CRE-01-01
DCR: DCR-187

PERMIT:
LEGEND Date: 6/20/2023

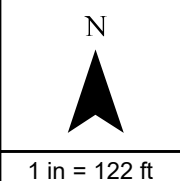
	PON		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 8		SPLICECLOSURE
	MST 6		Aerial
	MST 4		ROUTE
	MST 2		Placement Type
	RISER		UG Bore
	Unknown		Aerial Strand
	Power		Feeder Fiber
	Telecom		Future MDU Drop
	Power		Future MDU Drop
	Telecom		Conduit
	Power		MST Runs
	Telecom		

FT89	FT90	FT91
FU89	FU90	FU91
FV89	FV90	FV91

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



Notes:
 Revisions:





Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Allo Communications hereby request to occupy City of Crete Right-of-
Name

Way at PON 3 (See Map for Area) with a device or structure.
Address

Description of structure or device:

FTTH to every home and business in the attached planset

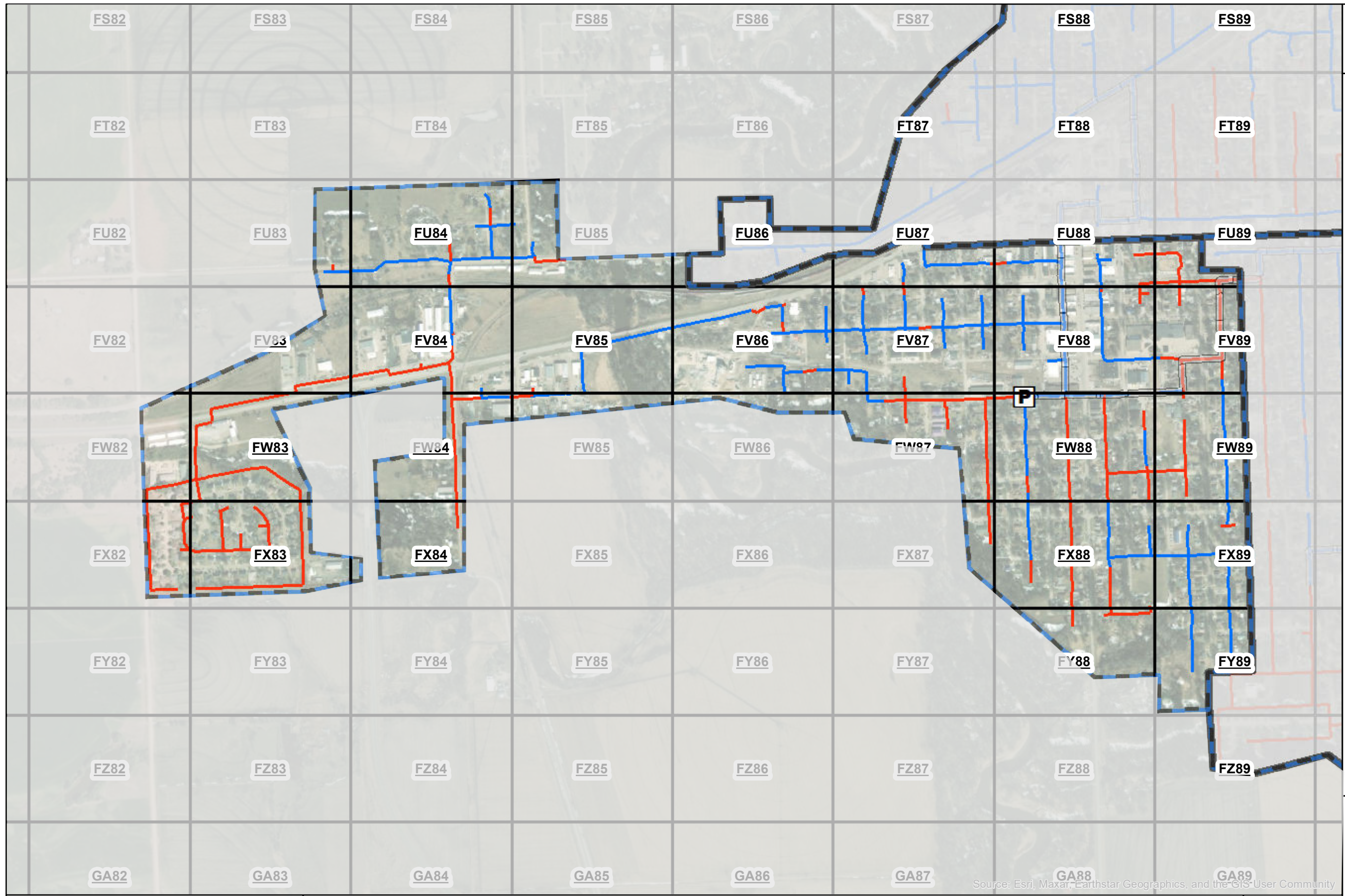
- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____

Note:

- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

James Dobesh
Signature of Applicant

06/16/2023
Date of Application



PON: CRE-01-03
DCR: DCR-187

PERMIT:
LEGEND Date: 5/18/2023

- PON
- 1152 PON Cabinet
- Cable Category**
- Feeder
- ROUTE**
- Underground
- Aerial

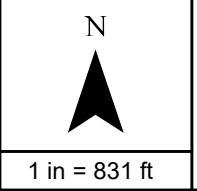
Note: "For clarity and simplicity, Sheets with no conduit (edges particularly) are not shown"

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



Notes: Typical phasing is starting at the top left grid (FU84) and moving to the bottom right grid (FY89).
 All proposed conduit in ROW, unless otherwise noted.

Revisions:



ROW CONSTRUCTION PROJECT NOTES

PON: CRE-01-03

DCR: DCR-187

1. The City shall be notified a minimum of forty eight (48) hours in advance of initial project construction.
2. The contractor shall adhere to the current City standard specifications, approved special provisions, City standard plans, right-of-way construction procedures manual.
3. The locations of all aerial and underground utility facilities may not be indicated on the project plans. The contractor is required to contact the One Call 811 notification center (dial 811) forty-eight (48) hours prior to working in the city right of way. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties. The contractor shall be responsible for protection of all underground and aerial utilities and infrastructure.
4. Whenever underground facilities are in close proximity to the proposed pathway location or whenever the vertical location of the underground facility is unknown, the permittee shall use special measures to determine the locations of such underground facilities.
 - a. If the permittee is conducting the excavation by digging from the surface, when in a close proximity to the underground facilities, the permittee shall use hand digging, hydro excavating, air excavating, or any other techniques that are approved by the City to locate such facility.
 - b. If the permittee is conducting the excavation by tunneling or boring, the permittee shall determine the vertical location of the underground facility by potholing or any other method approved by the City.
5. Project plans shall dimension new facilities being installed. Measurements shall be taken from existing adjacent visible structures (curbs, poles, cabinets, manholes, inlets, fire hydrants, etc.) clearly identifying location of such facility. The contractor shall verify dimensions taken from city files.
6. Unless specified on the plan sets, the depth of installed facilities in city row shall be at a minimum as follows.
 - a. Thirty-two (30) inches in soil, if rock present and is an issue twenty-four (24) inches can be used.
 - b. Forty-two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope.
 - c. Forty-eight (48) inches under a roadway measured from the surface of said roadway to the top of the installation.
 - d. Forty-eight (48) inches under a storm water or creek channel design bottom of pipe, and
 - e. Maintain a minimum of twenty-four (24) inches of vertical and horizontal spacing from existing utilities.
 - f. Be located as far from the existing or proposed curb line as possible to avoid potential future conflicts.
7. All potholes in sidewalk panels will be filled unless directed by City inspector. If colored, textured or patterned concrete is existing, replacement patches, and panels panels will be replaced to match as practicable. Owner may be required to put money into escrow to cover all repairs prior to starting work.
8. All non-street surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored.
9. City street surface materials disturbed shall be backfilled, tamped and repaved by city forces or approved paving contractor.
10. All Conduit, vaults and Pedestals shall be located in the public ROW and in public utility easements.
11. All Aerial shown on attached planset will be permitted separately by Pole Owners. All pole permits submitted to pole owners will follow NESC codes.

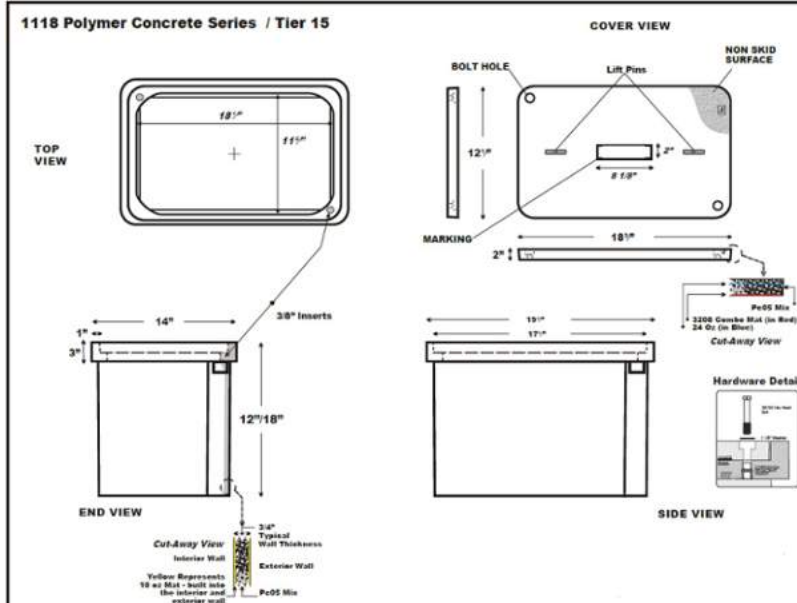
12. If sidewalk, wheel chair ramps or any portion of the pedestrian facilities are removed or closed, a pedestrian detour shall be established and maintained during the time of the closure and the entire pedestrian facility shall be restored within seventy-two (72) hours, unless the contractor provides a hard surface alternate route approved by the city.
13. All pedestrian detours and any reconstruction of pedestrian facilities shall meet current Americans with Disability Act (ADA) standards and specifications.
14. All pedestrian detours shall be part of an approved Traffic Control Plan (TCP).
15. All holes made in city pavements for the purpose of performing vacuum excavations to locate underground utilities shall be restored to their original condition with the reinstated core flush with and in the original orientation as the existing surface matching existing pavement surface appearance.
16. When the contractor is not actively working, all equipment, fencing, debris, etc, shall not be placed within the triangular area required for sight distance of vehicles exiting or entering an adjacent property or intersection.
17. All excavations shall be adequately fenced and covered when contractor is not present or project site left unattended.
18. No lane closures allowed on arterial streets during AM and PM peak hours unless approved by City Traffic and Right of Way Construction section(s) staff.
19. All work zone traffic control, including pedestrian control measures, shall be in compliance with the MUTCD, ADA, and the City Standard Specifications.
20. The contractor shall notify all affected owners of adjacent properties a minimum of forty-eight (48) hours prior to beginning of construction and provide updates to the affected owners when construction phases change that affect the areas of work associated with the permit.
21. The contractor shall maintain a set of "as built" plans on site with dimensioning. These plans shall be presented upon request to any city representative.
22. A current city right of way construction permit and city approved plan set shall be maintained on each work site by the contractor. The contractor shall present such permit and plan set upon request to any city representative.
23. Any field adjustments to installation of facilities, which vary from the plans that have been submitted and approved during the permit application process, shall comply with the following:
 - a. The contractor must stop work immediately and contract the facility owner.
 - b. The facility owner's representative shall contact the city's construction inspector and provide him with the details of the proposed changes.
 - c. The City inspector will make a determination on how to proceed. This determination may range from approval over the phone or via email to delaying the project until plans can be updated and appropriate review can be conducted.

Special Notes

1. All conduit shall be bored unless specified otherwise.
2. Contractors shall notify land owner prior to work on all private developments.
3. A reminder to the reader. the drawings are scaled, thus dimension is available at all locations.
4. The contractor shall bypass all MST pedestals with distribution conduit where installed parallel to MST conduit. Similarly, bypass the T18 "Flowerpot" with MST conduit where installed parallel to future drop conduit.



PON: CRE-01-03
DCR: DCR-187



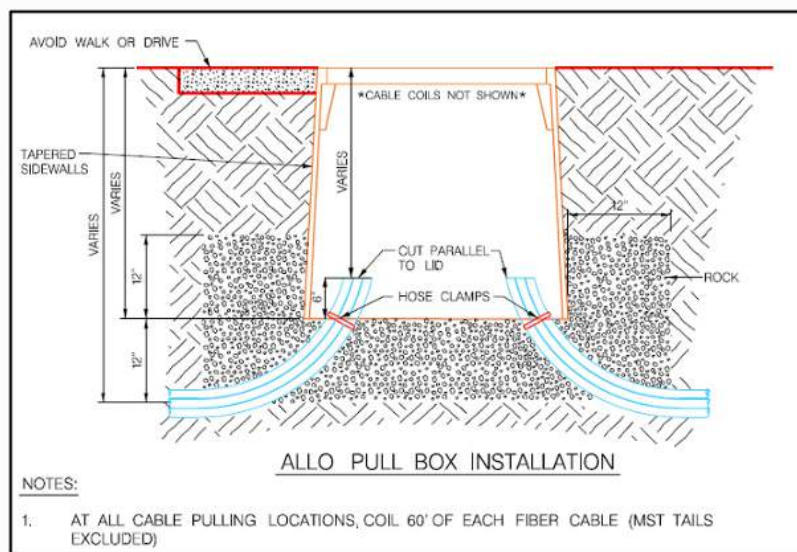
DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	12" x 18" x 18"	60lbs	15	1118

ALLO PULL BOX

NOTES:

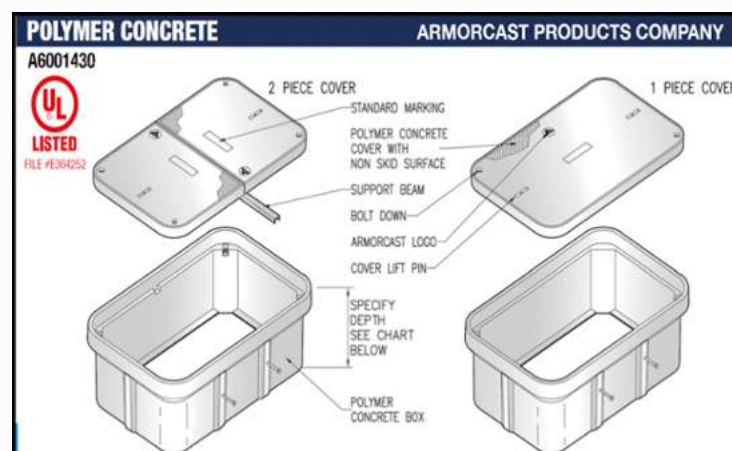
1. ALLO PULL BOX SHALL HAVE 2 PIECE COVER
2. ALLO PULL BOX SHALL BE LABELED "FIBER OPTICS"

T18



NOTES:

1. AT ALL CABLE PULLING LOCATIONS, COIL 60' OF EACH FIBER CABLE (MST TAILS EXCLUDED)



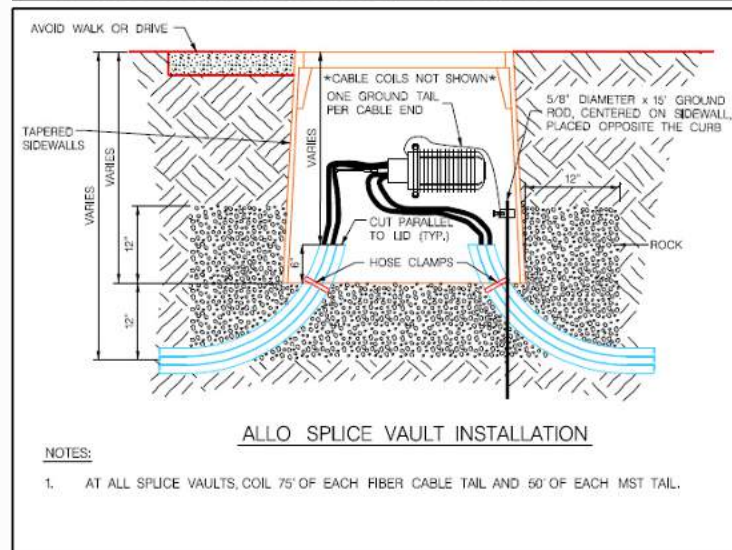
DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

ALLO SPLICE VAULT AND CITY T48 PULL BOX

NOTES:

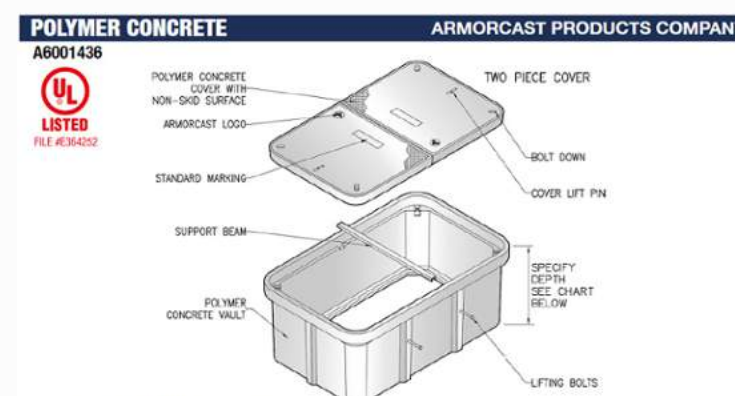
1. ALLO SPLICE VAULT SHALL HAVE 1 PIECE COVER
2. CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
3. ALLO SPLICE VAULT SHALL BE LABELED "FIBER OPTICS"
4. CITY T48 PULL BOX SHALL BE LABELED "FIBER"

T48



NOTES:

1. AT ALL SPLICE VAULTS, COIL 75' OF EACH FIBER CABLE TAIL AND 60' OF EACH MST TAIL.



36"W x 60"L VAULT ASSEMBLIES

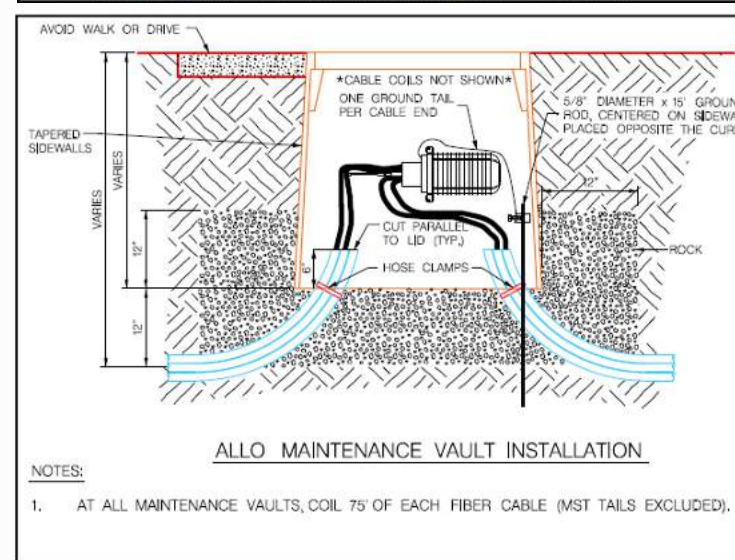
DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	36" x 60" x 36"	20K	15	A6001436TAPCX36

ALLO MAINTENANCE VAULT

NOTES:

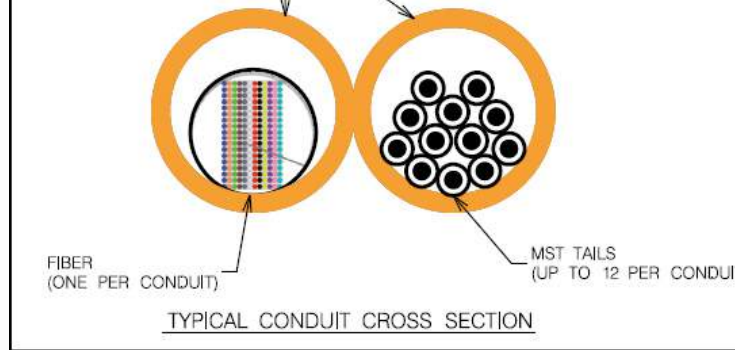
1. ALLO MAINTENANCE VAULT SHALL HAVE 2 PIECE COVER
2. ALLO MAINTENANCE VAULT SHALL BE LABELED "FIBER OPTICS"

T60

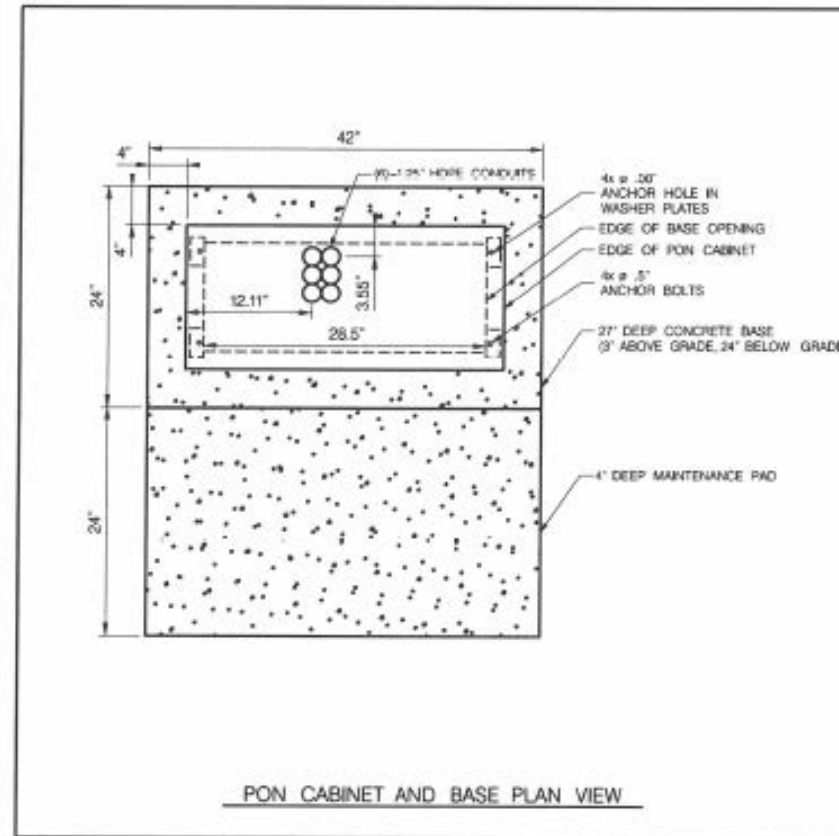
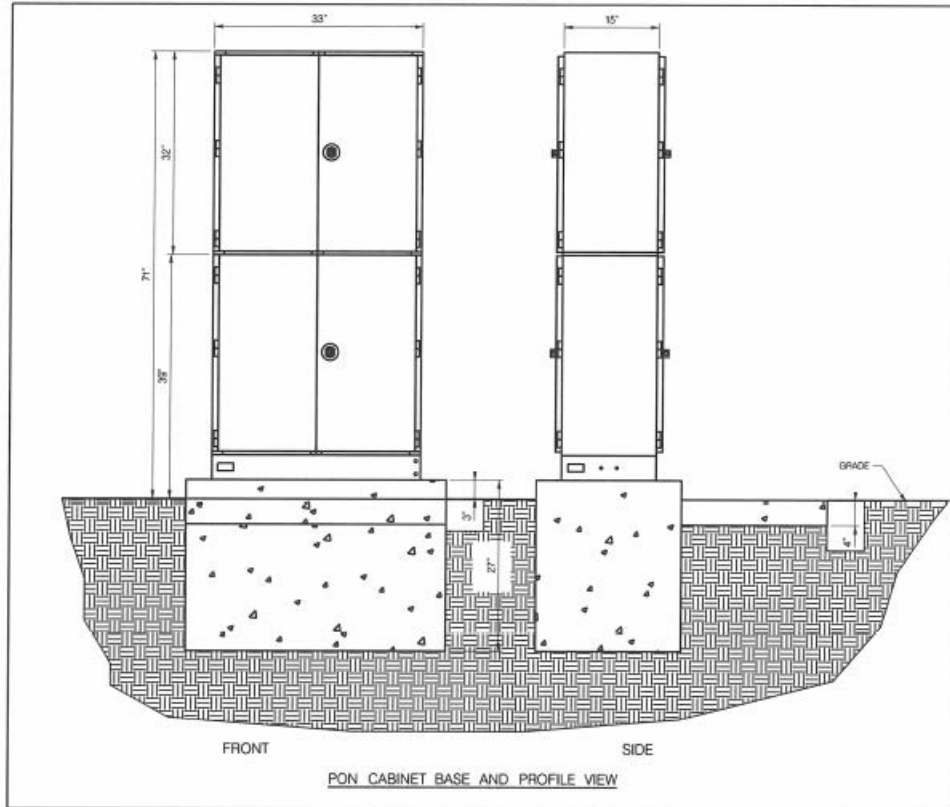


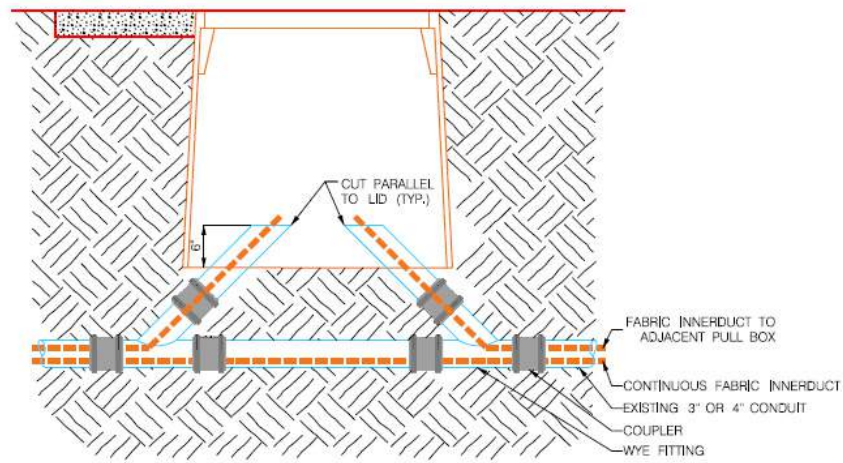
NOTES:

1. AT ALL MAINTENANCE VAULTS, COIL 75' OF EACH FIBER CABLE (MST TAILS EXCLUDED).

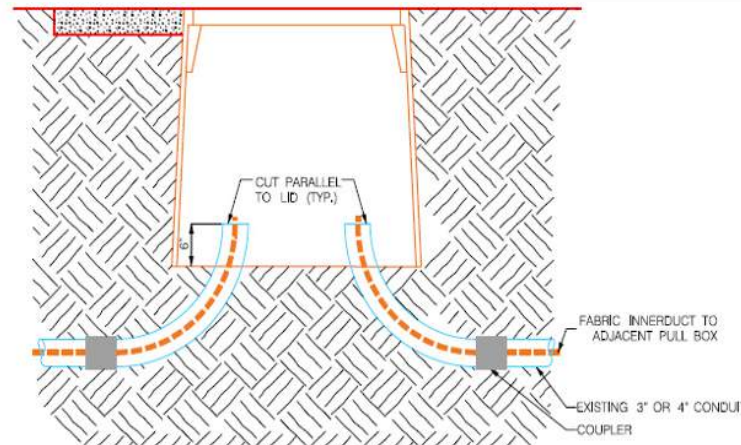


PON: CRE-01-03
DCR: DCR-187

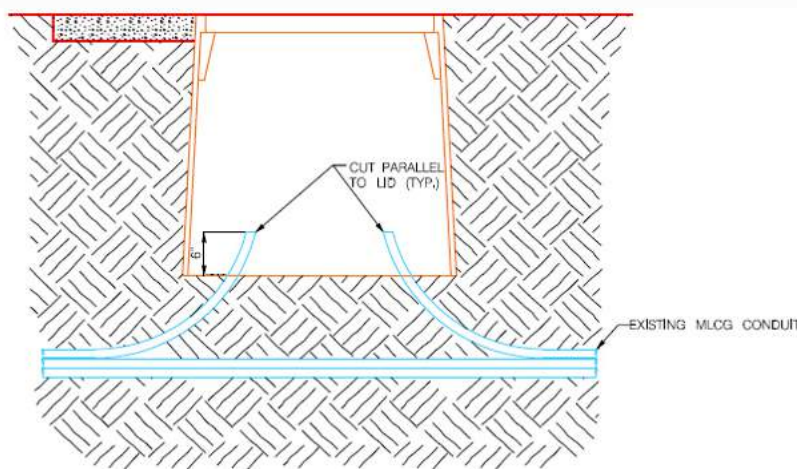




CAPTURE 3" OR 4" CONDUIT WITH EXISTING FIBER DETAIL



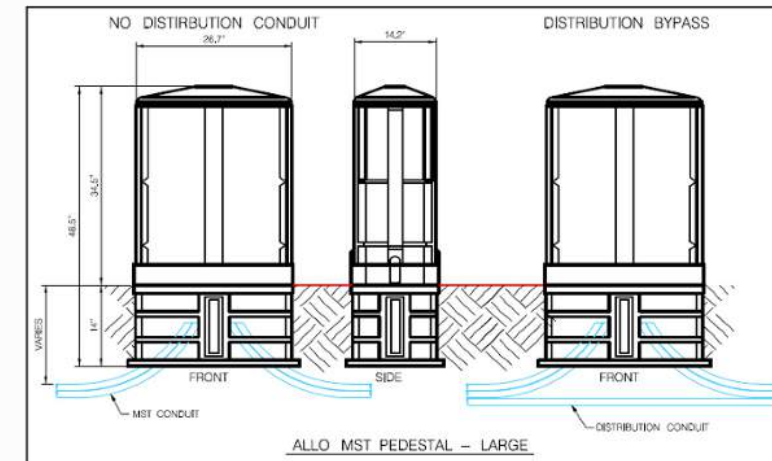
CAPTURE EMPTY 3" OR 4" CONDUIT DETAIL



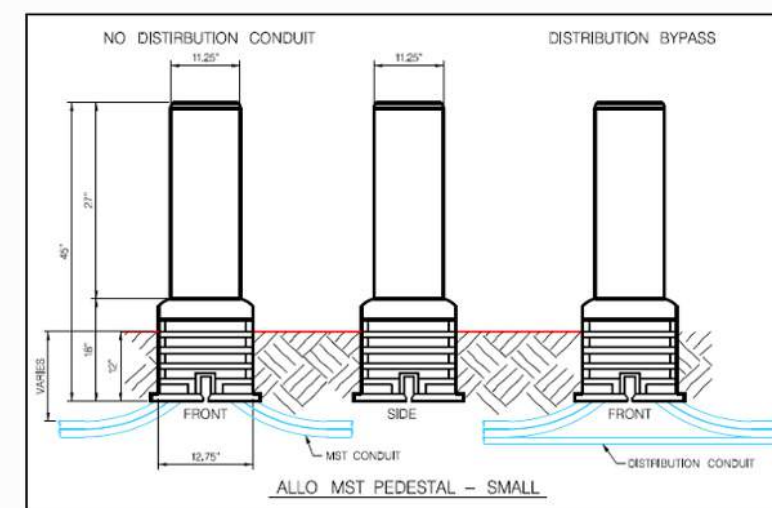
CAPTURE MLCG DETAIL

Typicals here represent various sweeps of conduit. Follow City standards for bedding. MLCG stands for Main Line Conduit Group, any bundle of conduit placed in the ground together.

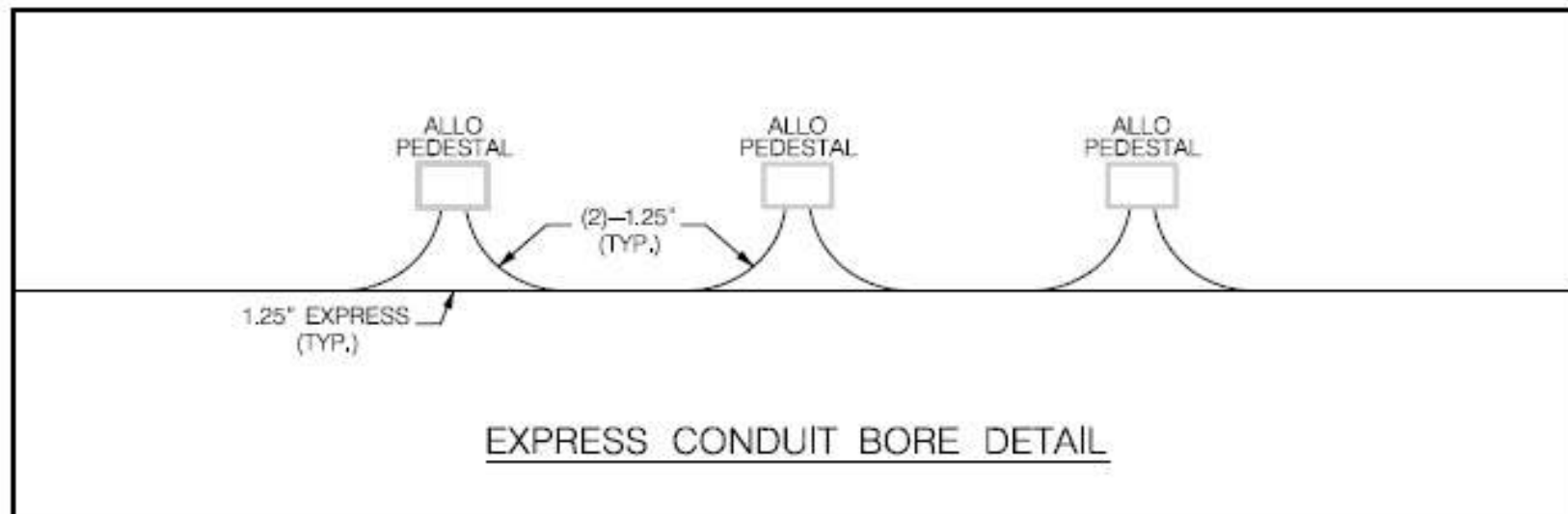
Express Conduit are detailed by midspan call outs.
48f - 288f, 1 - 1.25" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.
432f - 864, 1 - 2.0" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.



ALLO MST PEDESTAL - LARGE



ALLO MST PEDESTAL - SMALL

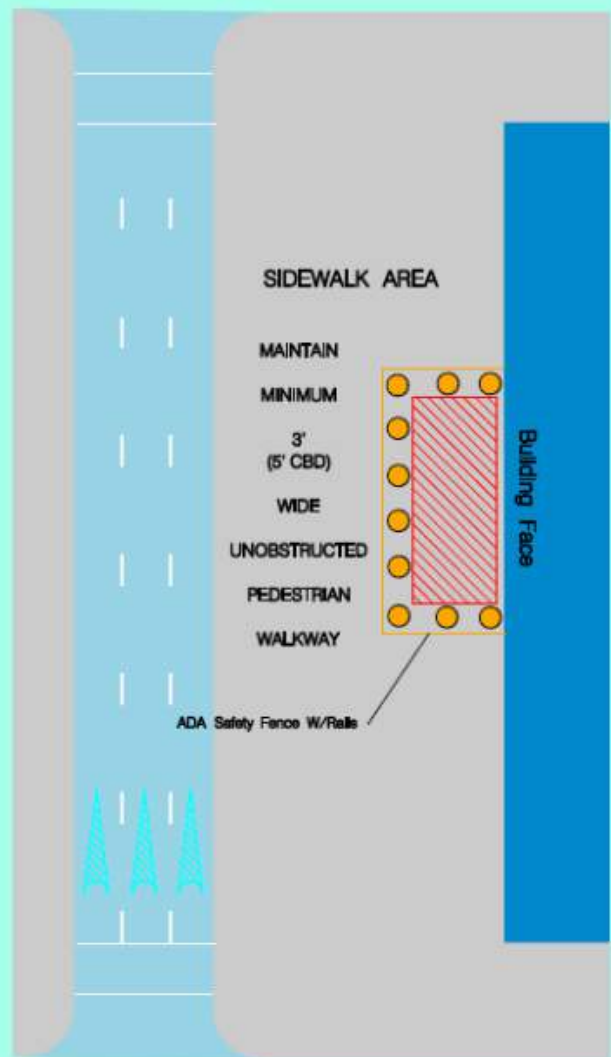


EXPRESS CONDUIT BORE DETAIL



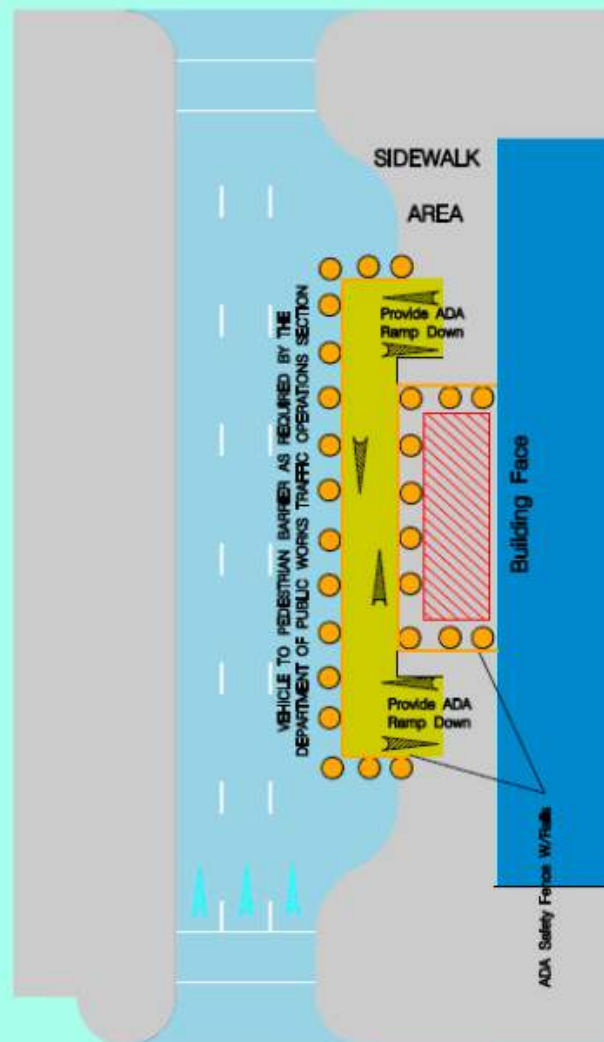
12 WORK IN THE PEDESTRIAN AREAS

Maintain a clear and unobstructed pedestrian walkway around the work zone, or post warning signs for closures at adjoining intersections.



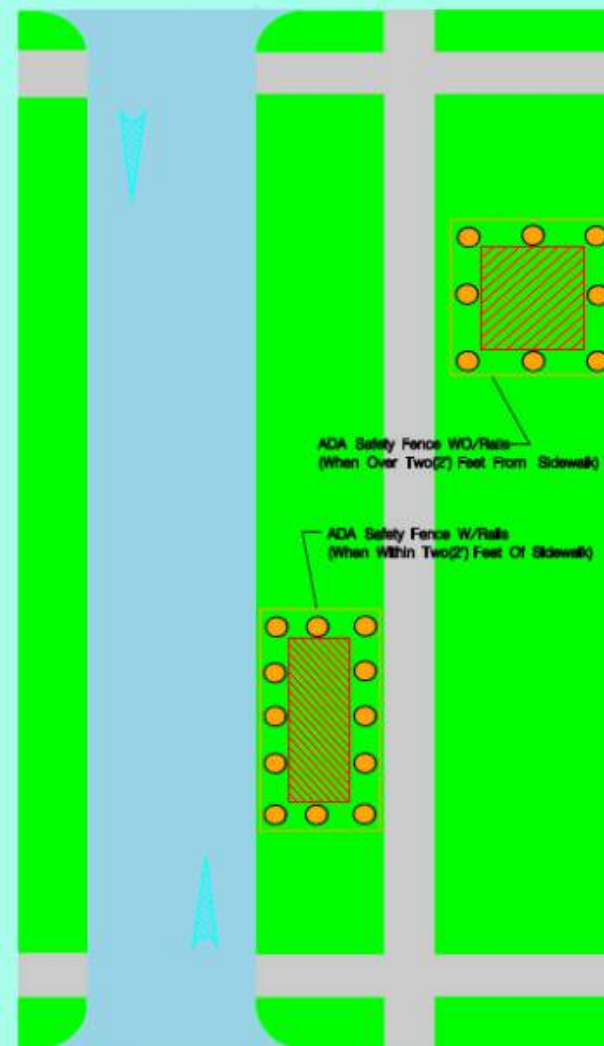
13 WORK IN THE PEDESTRIAN AREAS PEDESTRIAN DETOUR IN CENTRAL BUSINESS DISTRICT (CBD)

Maintain a minimum of 5' unobstructed pedestrian walkway around the work zone using constructed walkway or protected area as designated by the Department of Public Works Traffic Operations Section.



14 WORK IN THE PEDESTRIAN AREAS

Protection of Excavations & Hazards not in roadways or sidewalks



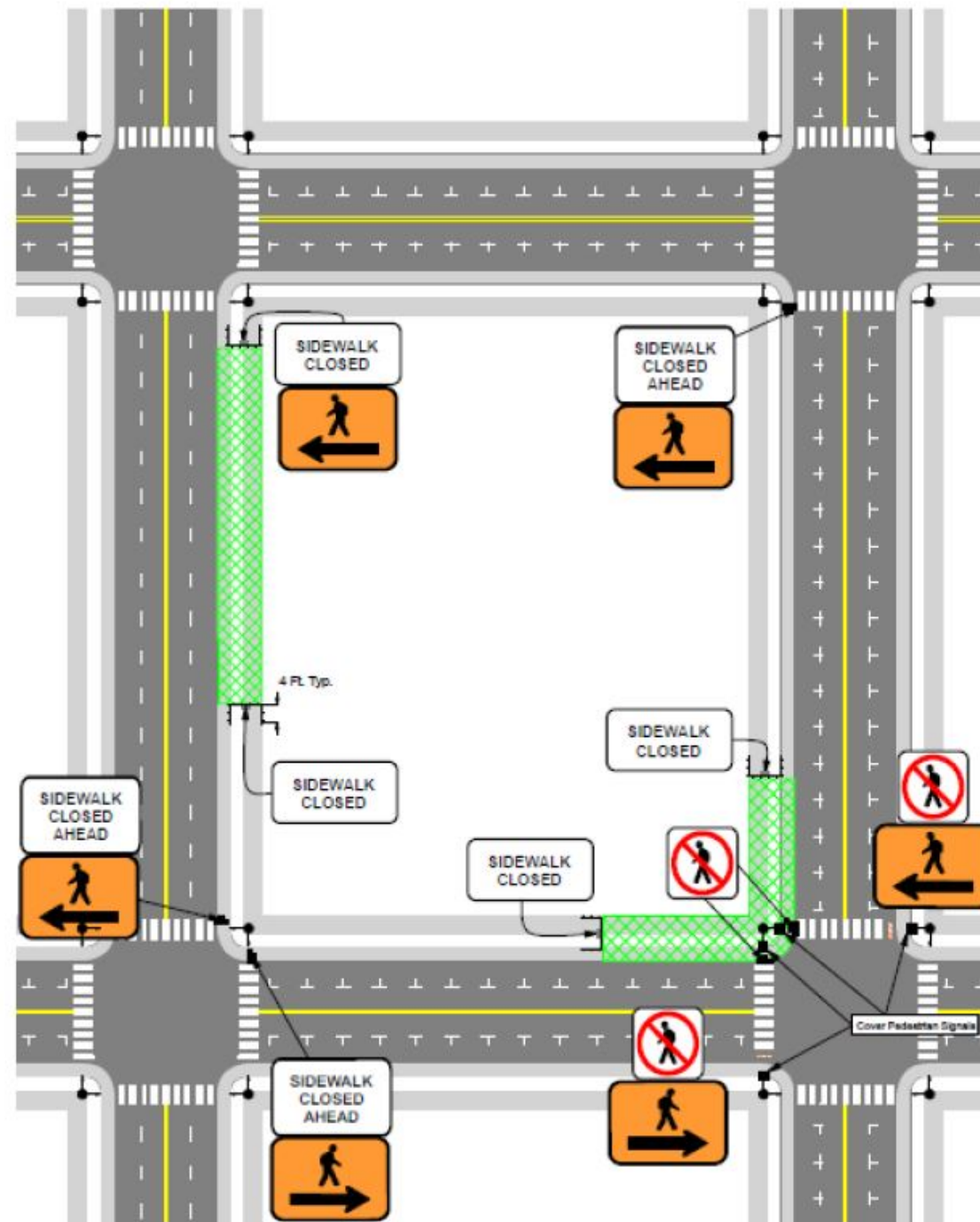
Sidewalk Closure

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances

1) This plan shows the pedestrian traffic control measures only. Additional traffic control measures may be required to manage vehicular traffic.

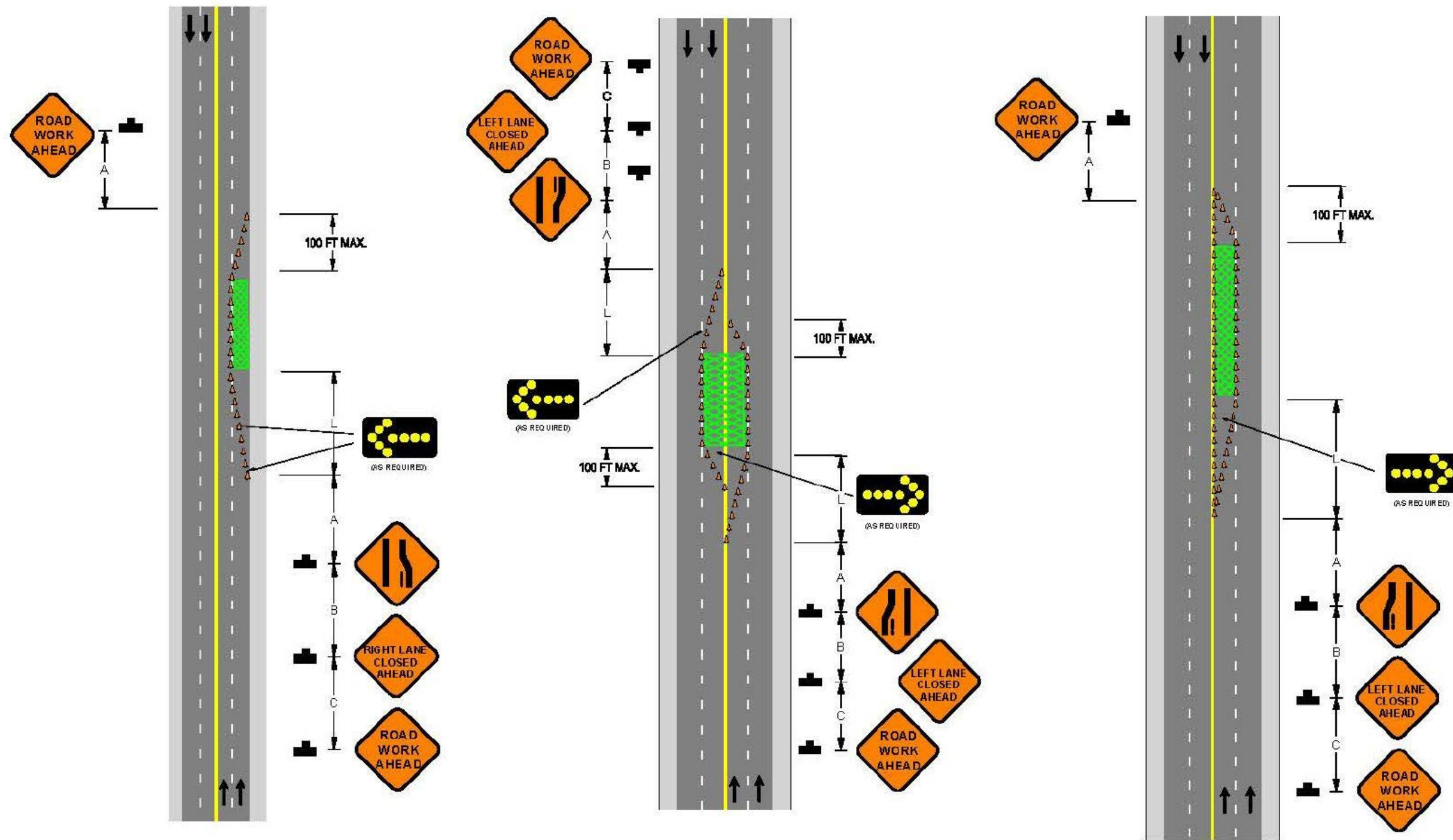


Through Lane Closures on Higher Volume Streets (Collectors, Arterials Etc..)

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances



Legend	
	ARROW PANEL
	CHANNELIZING DEVICE
	DIRECTION OF TRAVEL
	SIGN STAND
	WORK AREA

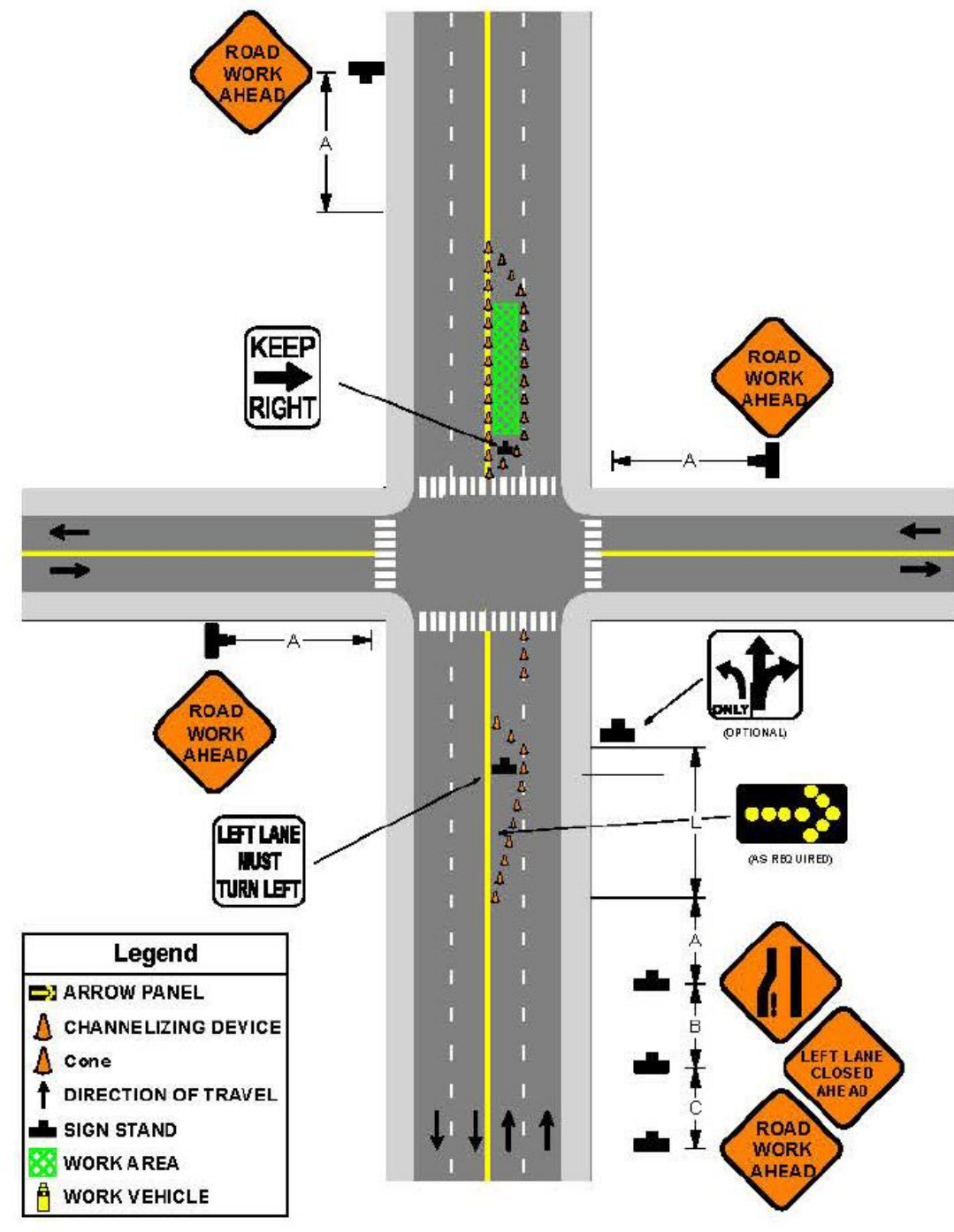
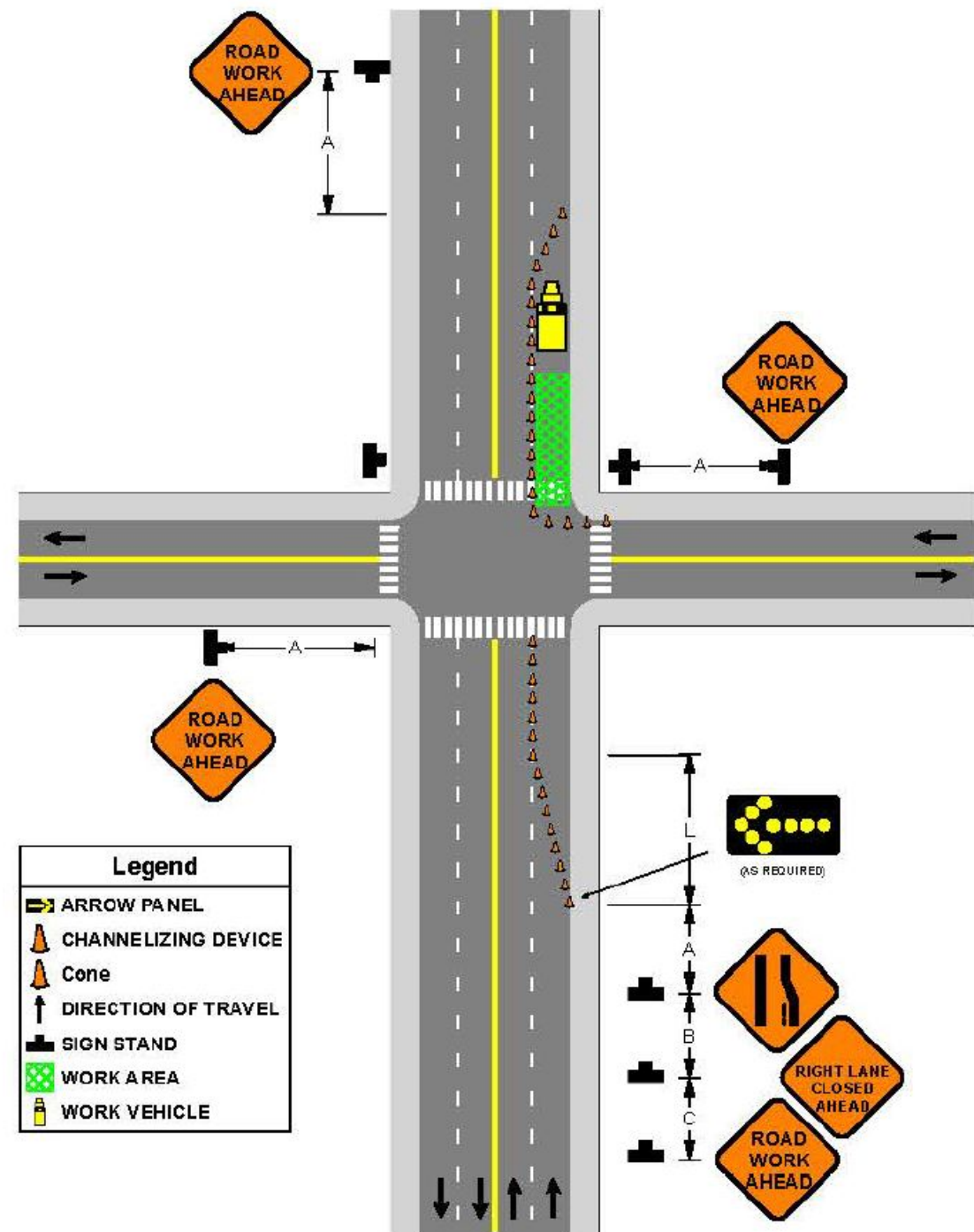


Through Lane Closures on Higher Volume Streets within Intersections (Collectors, Arterials Etc..)

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances



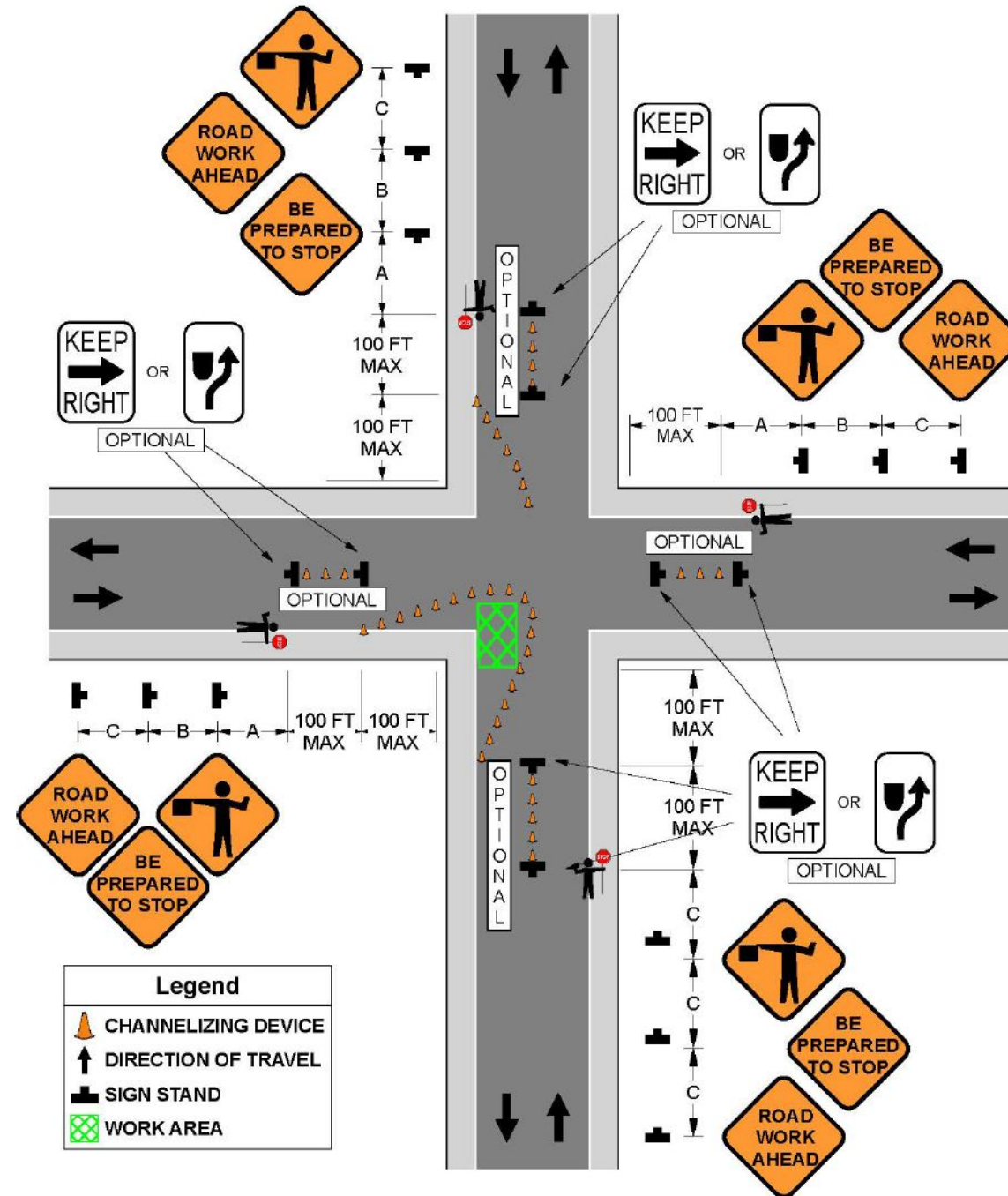
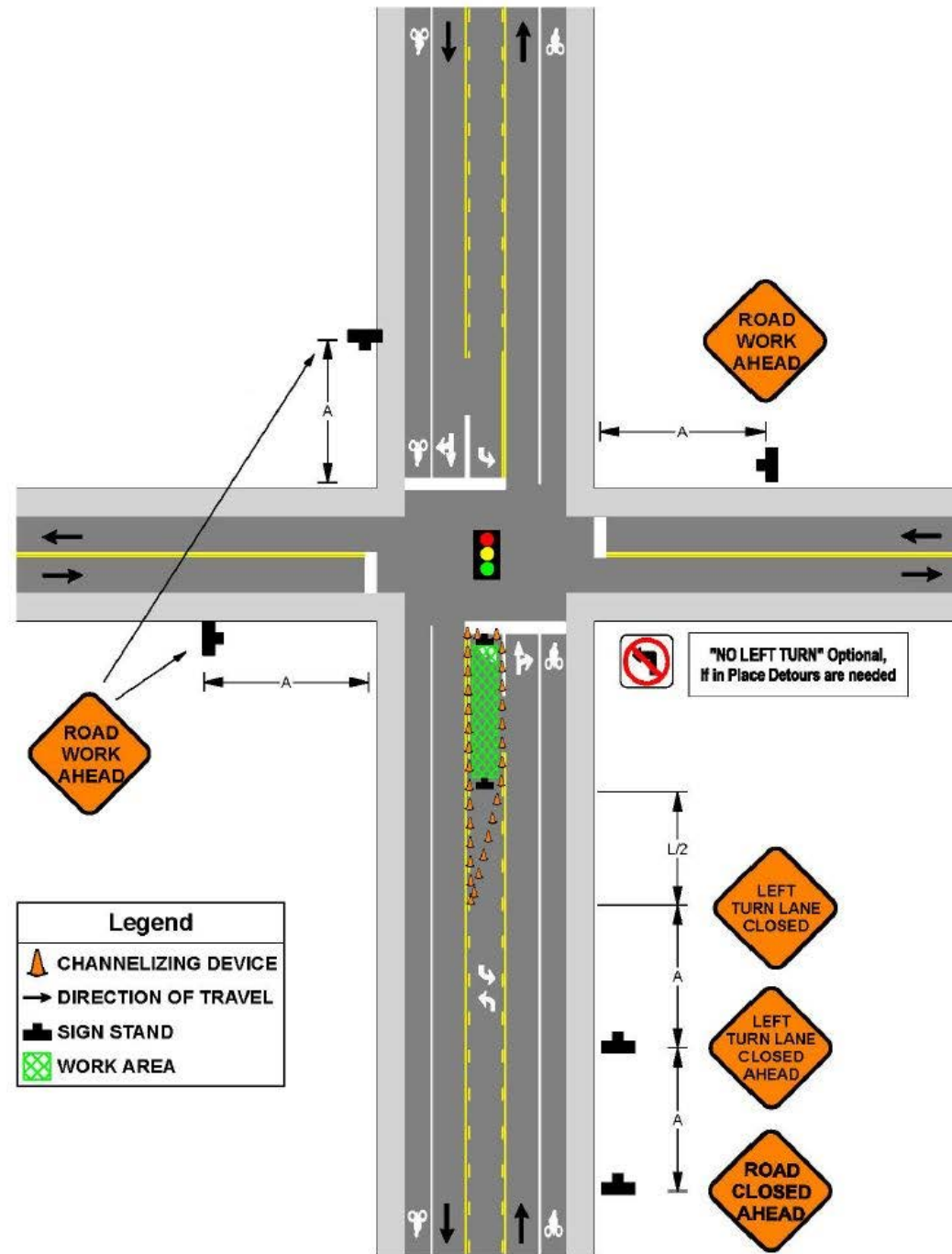
Left/Right Turn Lane Closures on Higher Volume Streets
 (I.E. Collectors, Arterials, etc.) Within Signalized Intersections
 (Contact Traffic Signal Staff)

Closures on Lower Volume Streets for Workzones within Intersections

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances

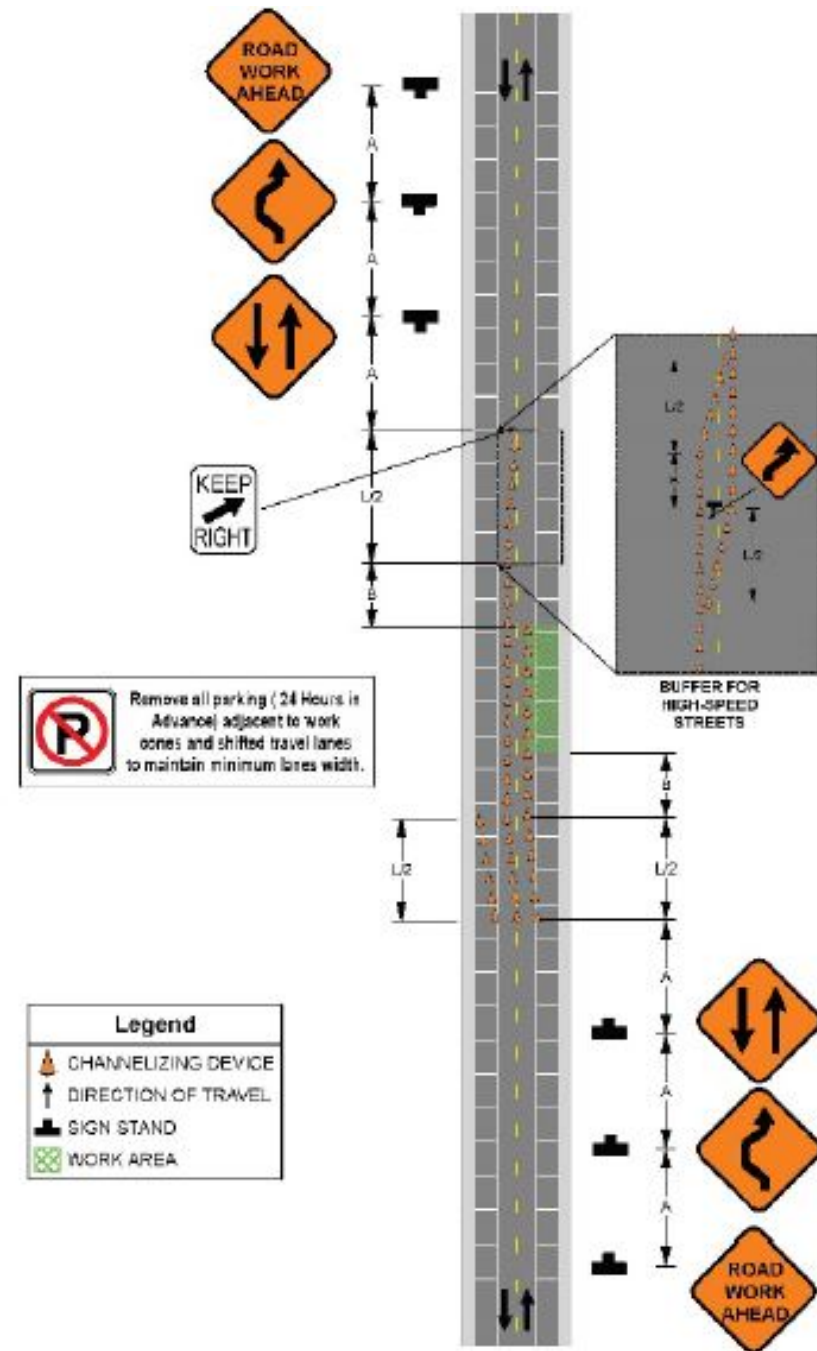
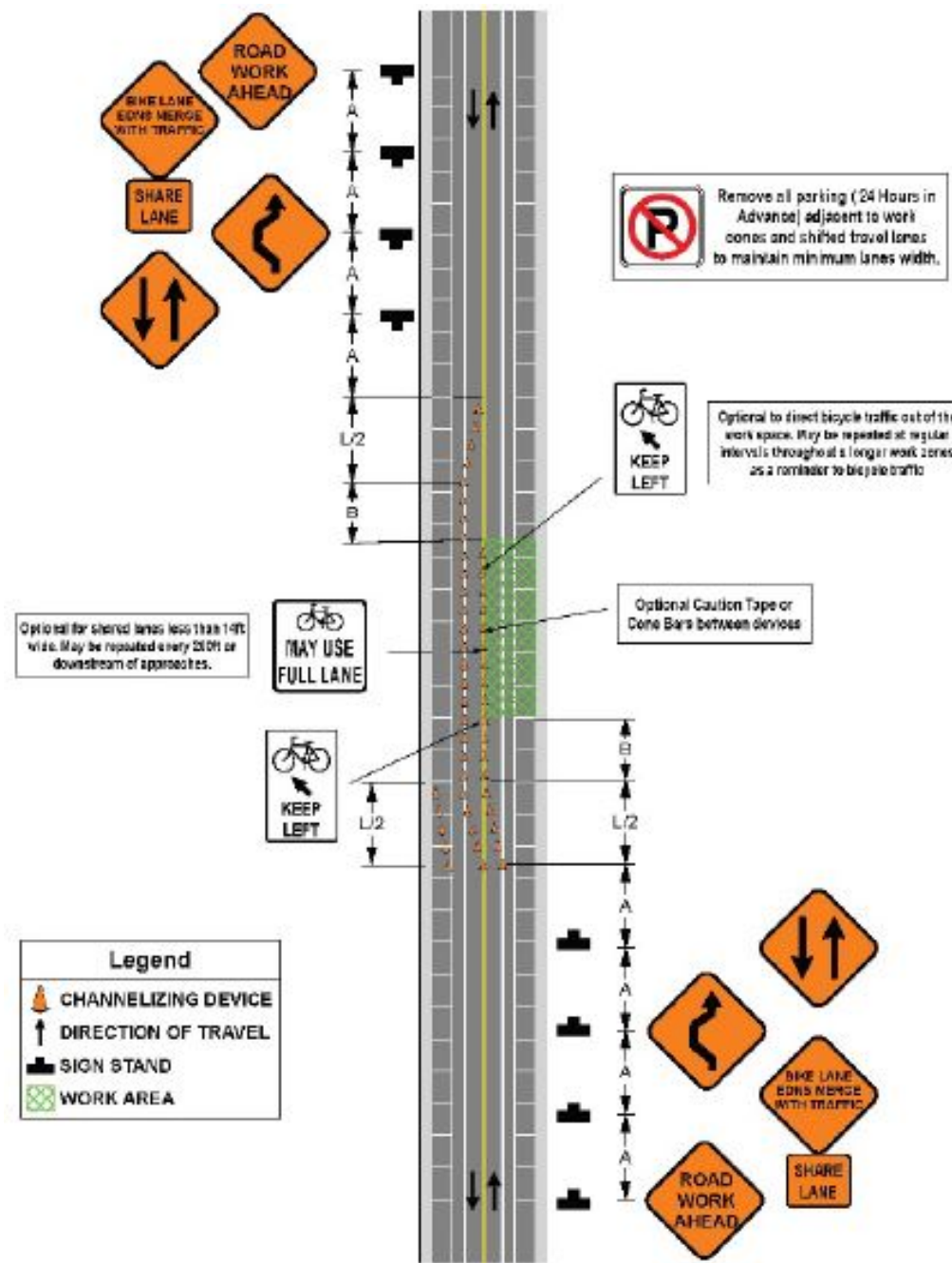


Lane Closures on Lower Volume Streets for Workzones along Corridors with Bike Lanes and On-Street Parking

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances

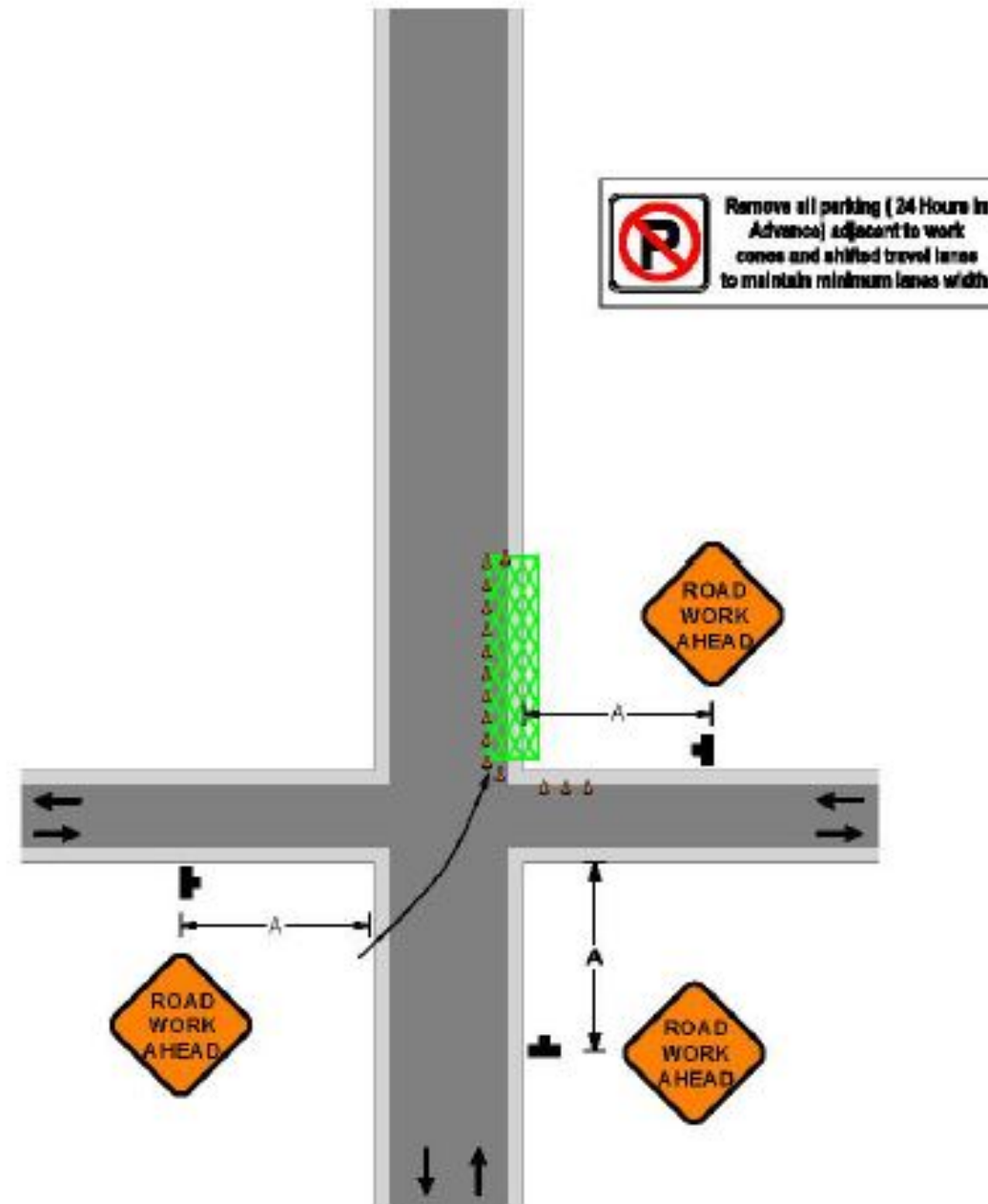
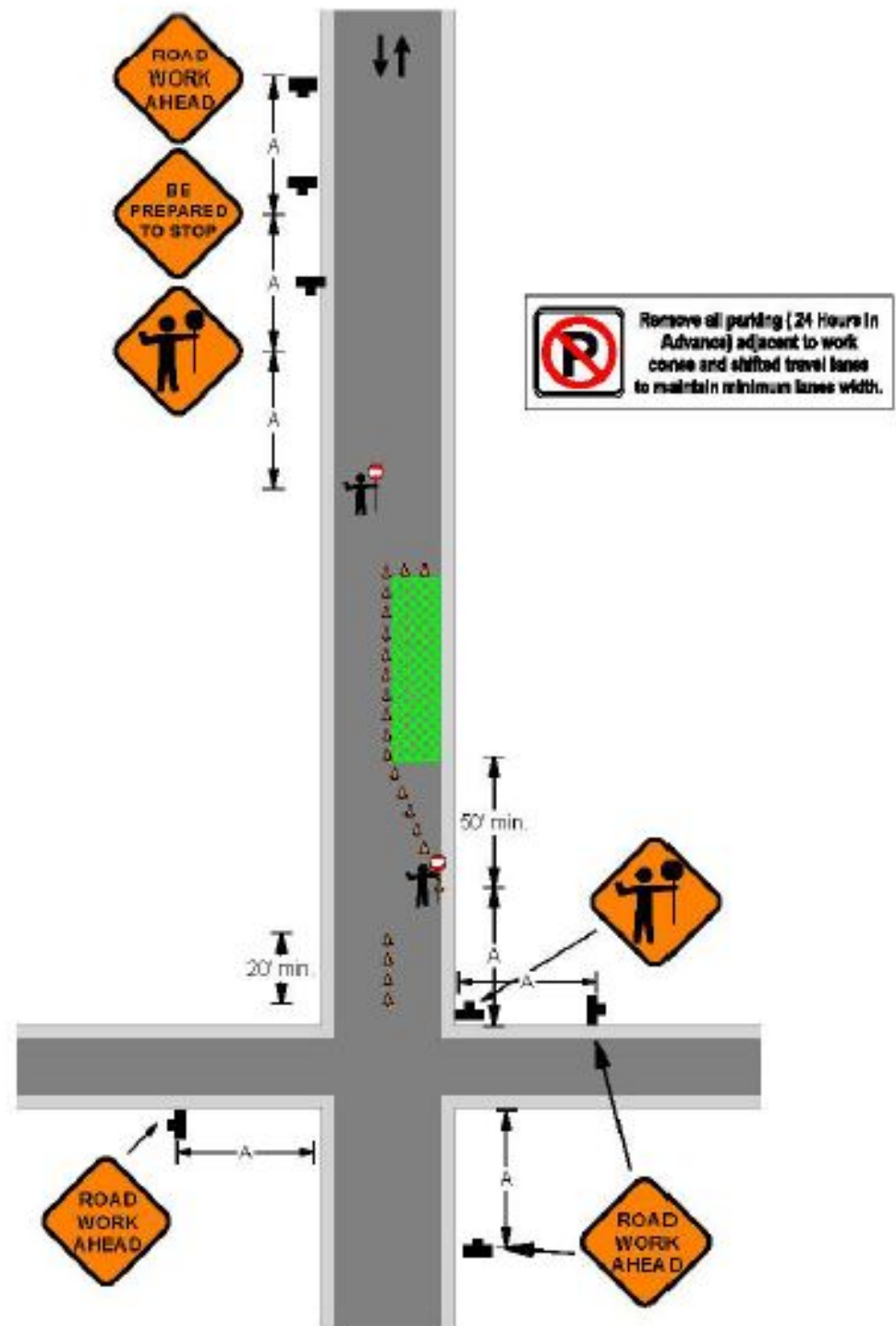


Partial street Closures on Lower Volume Streets

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances

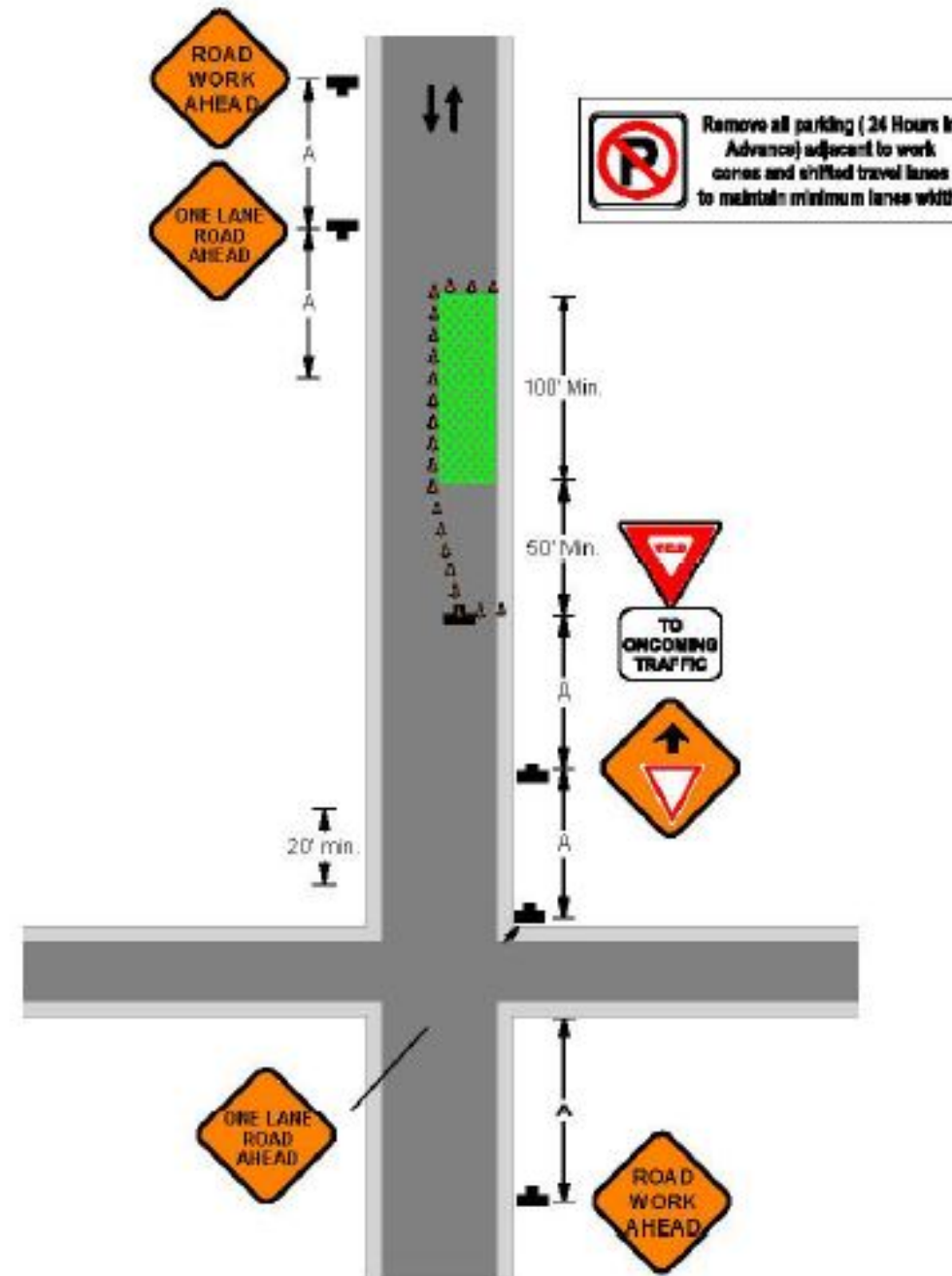
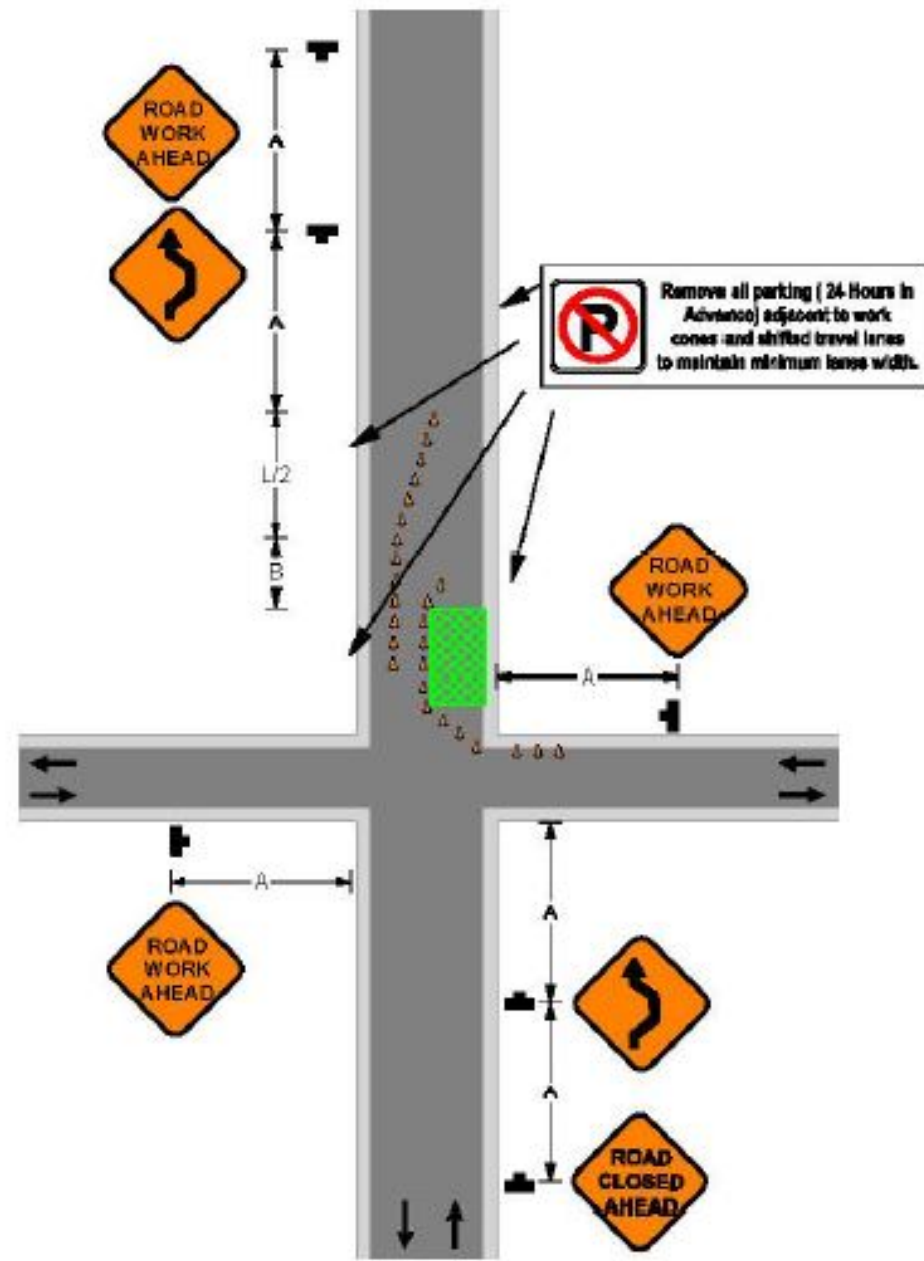


Partial street Closures on Lower Volume Streets

PON: CRE-01-03

DCR: DCR-187

See Page A9 for A, B, C, L Distances



Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Type of Taper	Taper Length (L)
Merging Taper	At least L
Shifting Taper	At least 0.5 L
Shoulder Taper	At least .33 L
One-Lane, Two Way Traffic Taper	100 Ft. (30m) Maximum
Downstream Taper	100 Ft. (30m) per Lane

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$










Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Lane Width	Speed in MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH
10 Ft.	Merging Taper	105'	150'	205'	270'	450'	500'	550'	600'	650'
11 Ft.	Merging Taper	115'	165'	225'	294'	495'	550'	605'	660'	715'
12 Ft.	Merging Taper	125'	180'	245'	320'	540'	600'	660'	720'	780'



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

-  PON
-  STRUCTURE Small PED
-  MST 2
-  RISER
-  POLE Use Power
-  ROUTE Placement Type UG Bore
-  ROUTE Placement Type Aerial Strand
-  Conduit
-  MST Runs



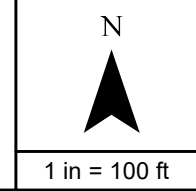
FT82	FT83	FT84
FU82	FU83	FU84
FV82	FV83	FV84

Aerial and Underground at this location. PD0160 to PL0235 will be underground. Riser at PL0235 to continue aerially to the east.

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



Notes: PLCS Prject Routes have been permitted seperatly
 Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

POLE
 Pole Use
 (Green circle with X) Power
 (Yellow circle with X) Telecom

ROUTE
 Placement Type
 (Red line) UG Bore
 (Blue line) Aerial Strand
 (Purple dashed line) Future MDU Drop
 (Grey dashed line) Conduit
 (Grey outline) MST Runs

STRUCTURE
 (Purple square with X) Small PED
 (Blue square with X) SPLICECLOSURE
 (Blue diamond) Aerial

FIBEREQUIPMENT
 (Green circle with 2) MST 2
 (Red circle with R) RISER

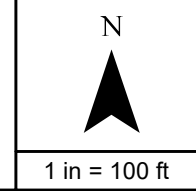


FT83	FT84	FT85
FU83	FU84	FU85
FV83	FV84	FV85

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



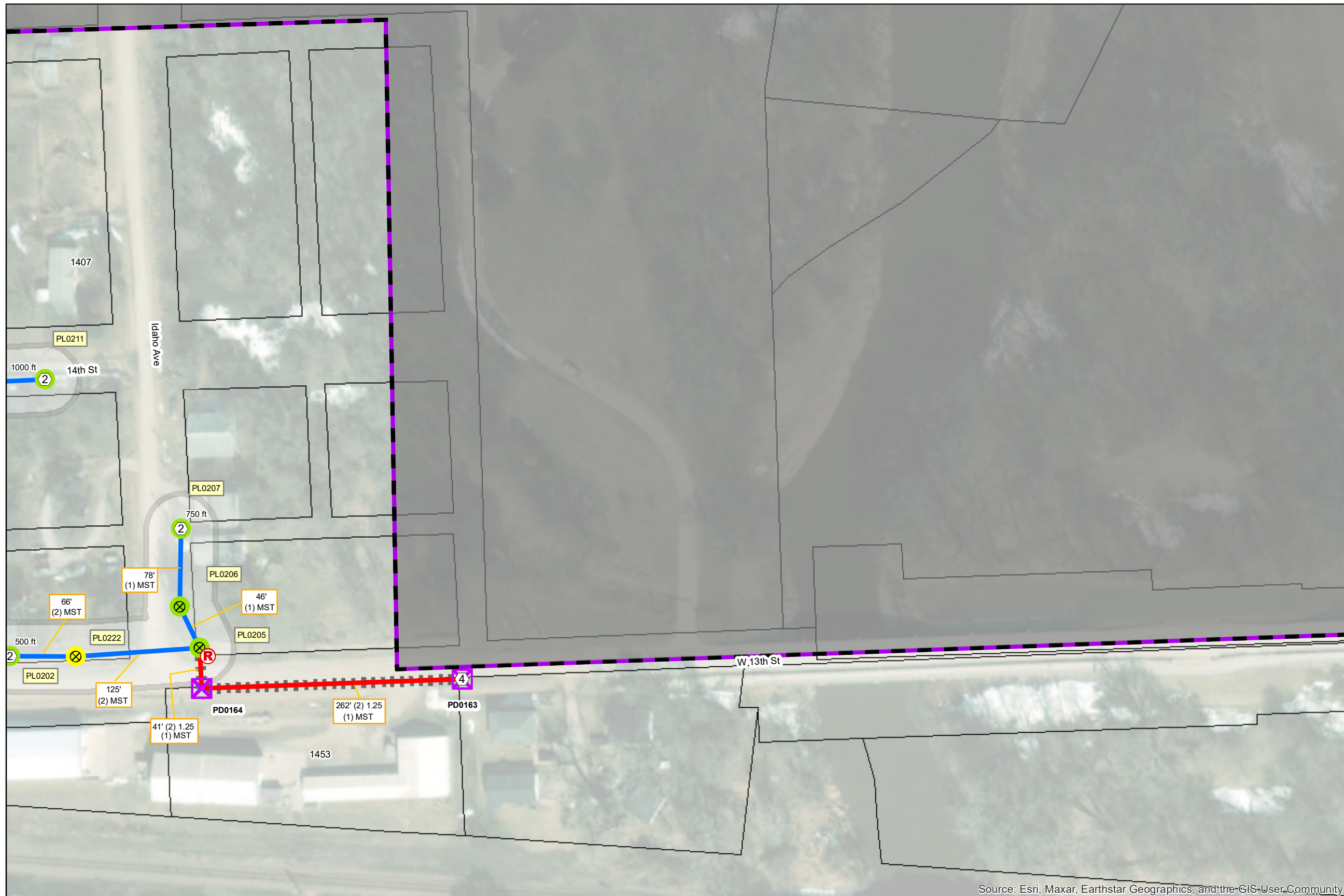
Notes: PLCS Prjct Routes have been permitted seperatly
 Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

- PON
- STRUCTURE Small PED
- FIBEREQUIPMENT MST 4
- FIBEREQUIPMENT MST 2
- FIBEREQUIPMENT RISER
- ROUTE UG Bore
- ROUTE Aerial Strand
- POLE Power
- POLE Telecom
- POLE Conduit
- POLE MST Runs



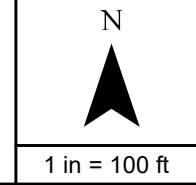
FT84	FT85	FT86
FU84	FU85	FU86
FV84	FV85	FV86

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



Notes: PLCS Prjct Routes have been permitted separatly

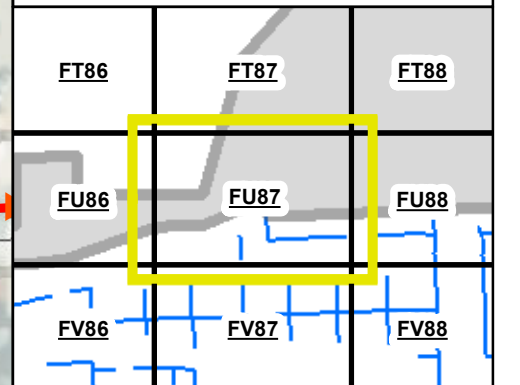
Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

	PON		STRUCTURE Small PED
	MST 6		T48 Vault
	MST 4		SPLICECLOSURE Underground
	MST 2		Aerial
	RISER		
	POLE Pole Use Power		ROUTE Placement Type UG Bore
			Aerial Strand
			Conduit
			MST Runs

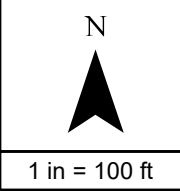


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Prjct Routes have been permitted seprately

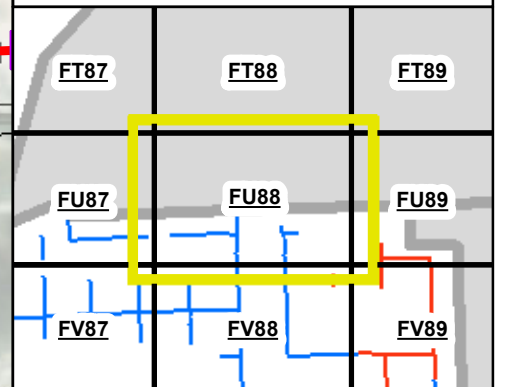
Revisions:



PON: CRE-01-03
 DCR: DCR-187

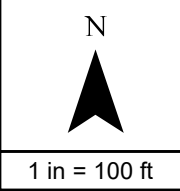
PERMIT:
 LEGEND Date: 5/18/2023

	POLE		STRUCTURE
			Com Box
			Small PED
			T48 Vault
			SPLICECLOSURE
			Underground
			Aerial



Notes: PLCS Prjct Routes have been permitted seprately

Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

STRUCTURE

PON: [Symbol] PON
 FIBEREQUIPMENT: [Symbol] FIBEREQUIPMENT

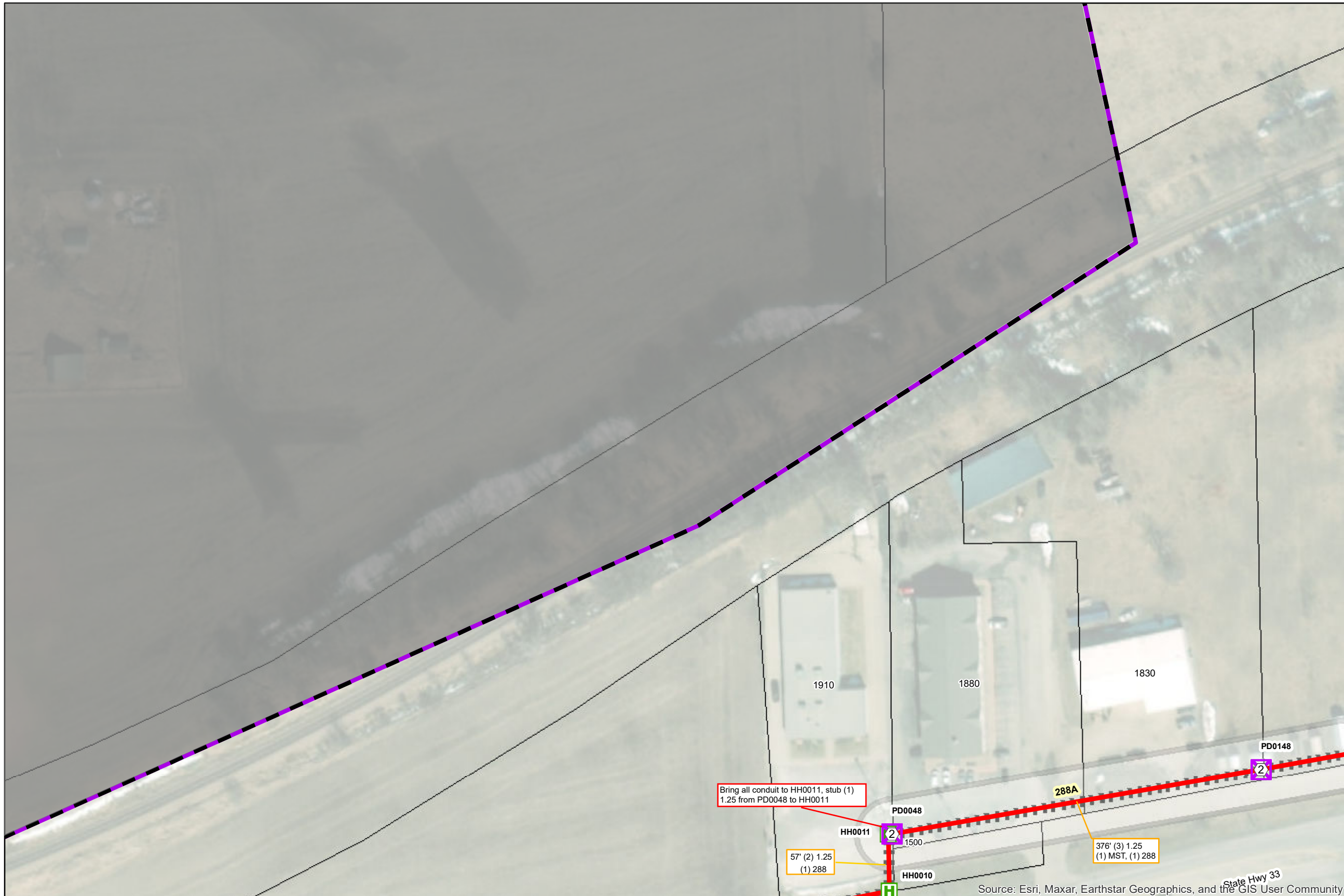
MST 2: [Symbol] MST 2

Small PED: [Symbol] Small PED
 T36 Vault: [Symbol] T36 Vault

ROUTE

Placement Type

UG Bore: [Symbol] UG Bore
 Conduit: [Symbol] Conduit
 MST Runs: [Symbol] MST Runs



FU82	FU83	FU84
FV82	FV83	FV84
FW82	FW83	FW84

Bring all conduit to HH0011, stub (1) 1.25 from PD0048 to HH0011

57' (2) 1.25 (1) 288

376' (3) 1.25 (1) MST, (1) 288

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

Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:

N

1 in = 100 ft

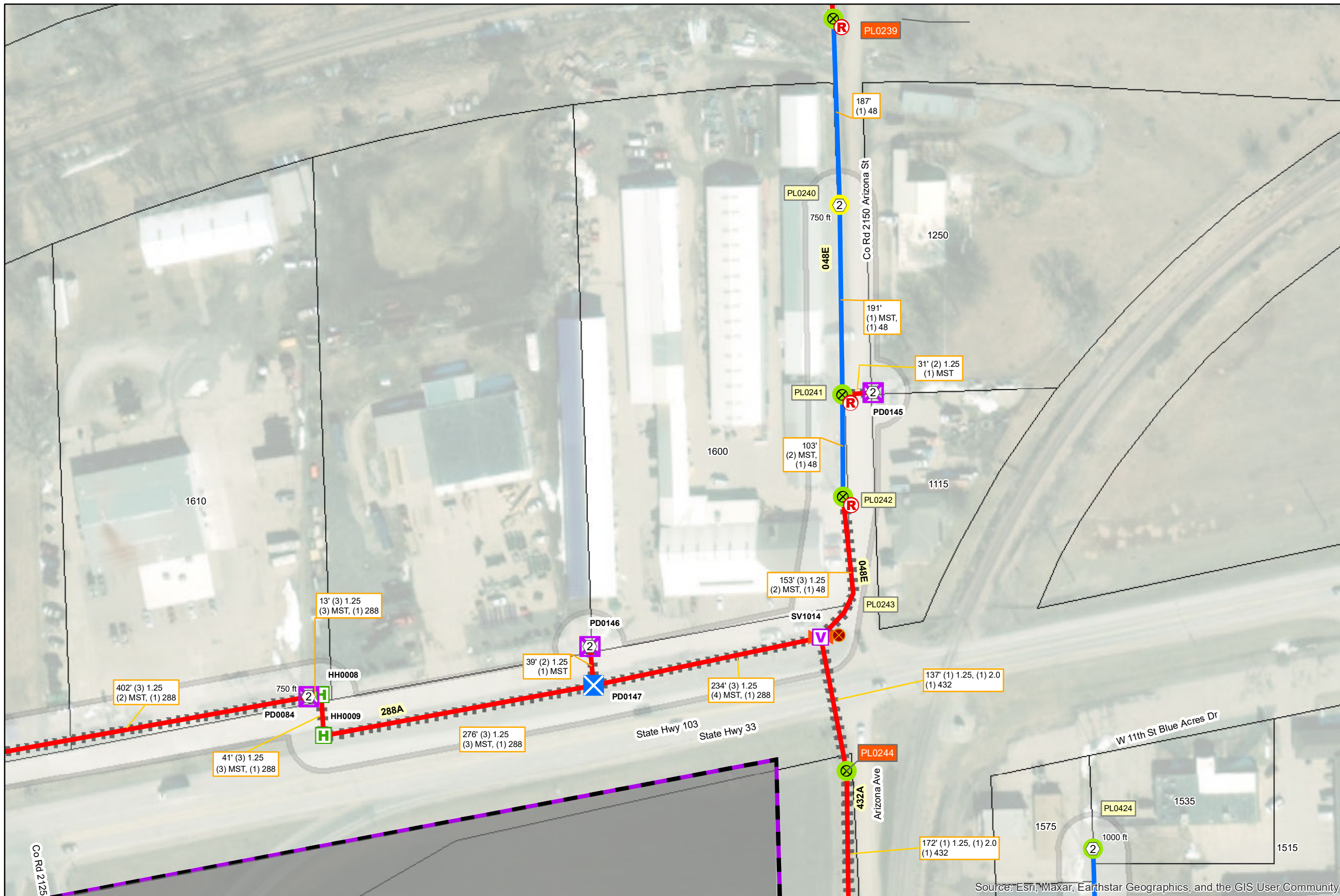
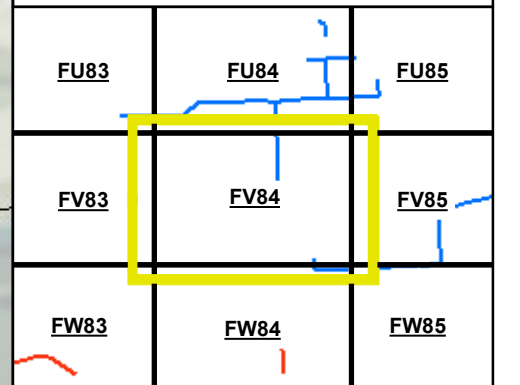
Allo FIBER

netcall.com
Nebraska 811
 Know what's below. Call before you dig.

PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

	PON		STRUCTURE Large PED
	FIBEREQUIPMENT MST 2		Small PED
	RISER		T36 Vault
	POLE Power		T48 Vault
	Telecom		SPLICECLOSURE Underground
		ROUTE	
		Placement Type	
		Future MDU Drop	

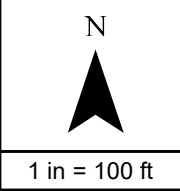


Source: ESRI, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Prjct Routes have been permitted seprately

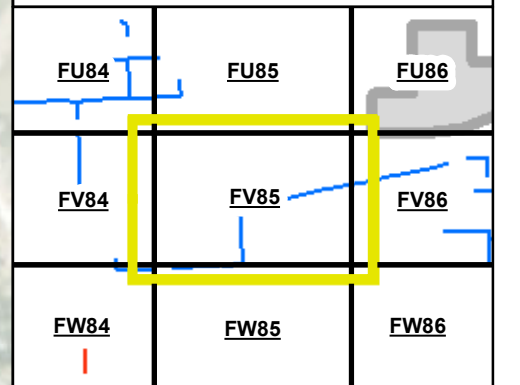
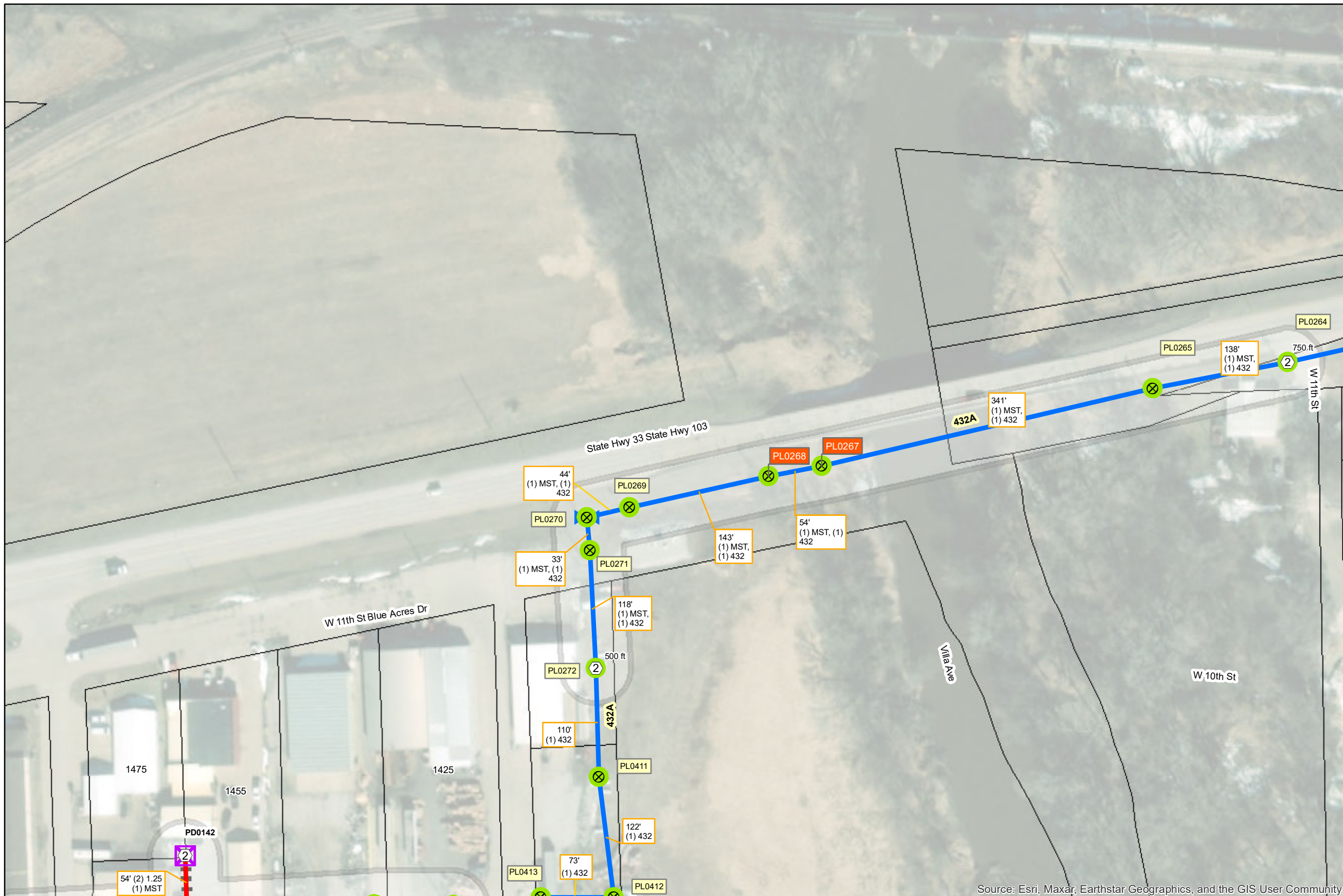
Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

	POLE		STRUCTURE
			ROUTE
POLE	Pole Use		Placement Type

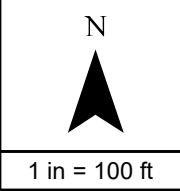


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Prjct Routes have been permitted separatly

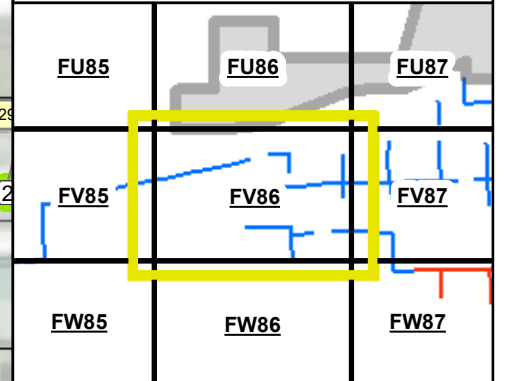
Revisions:



PON: CRE-01-03
 DCR: DCR-187

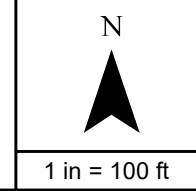
PERMIT:
 LEGEND Date: 5/18/2023

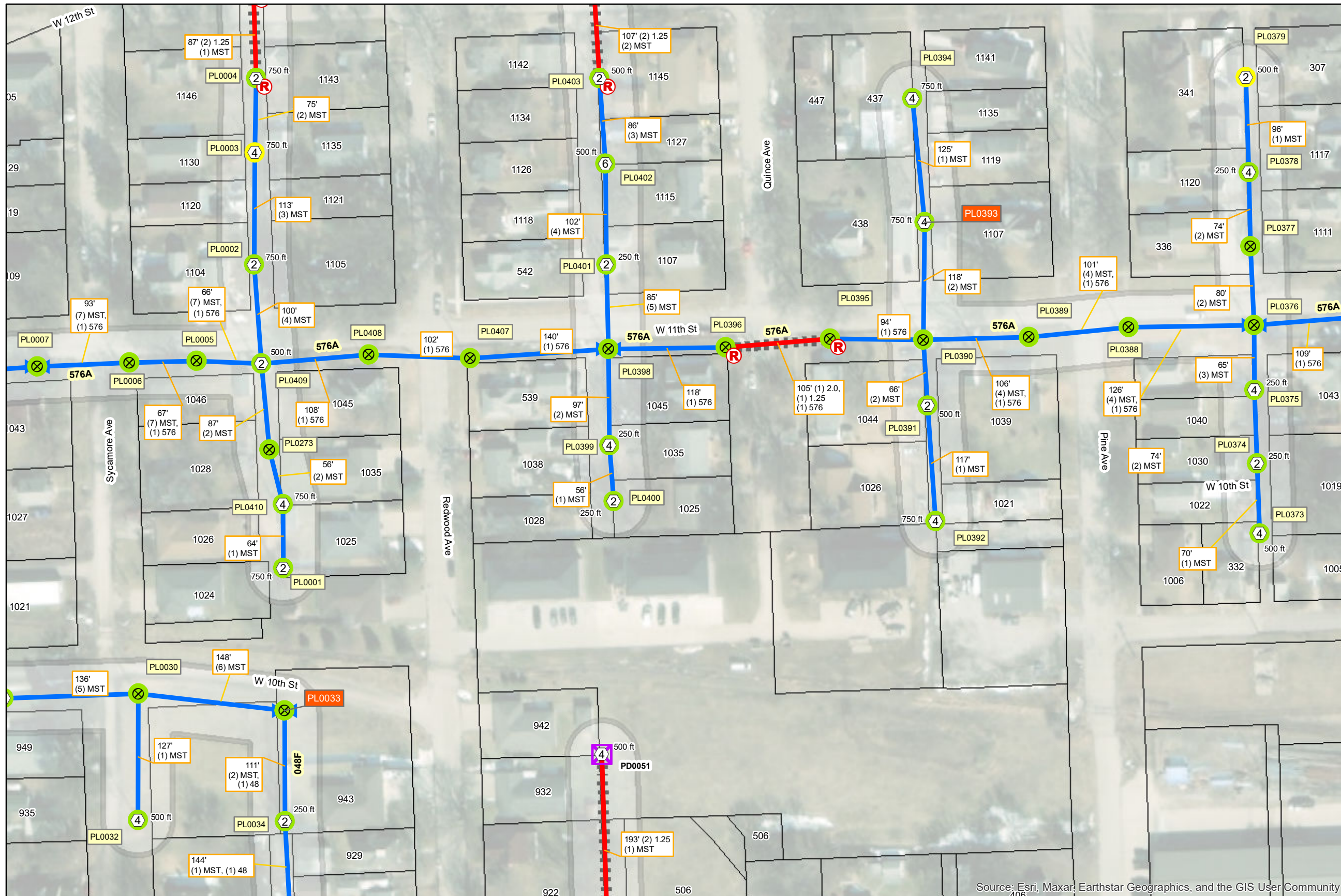
	POLE		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 4		T48 Vault
	MST 2		SPLICECLOSURE
	RISER		Aerial
	Power		UG Bore
	Telecom		Aerial Strand
			Conduit
			MST Runs



Notes: PLCS Prjct Routes have been permitted seprately

Revisions:

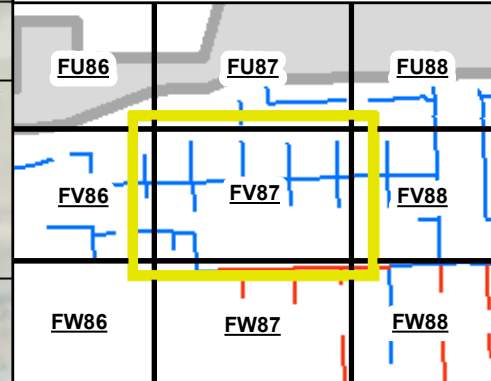




PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

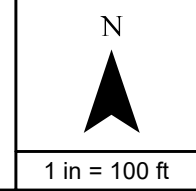
	POLE		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 6		SPLICECLOSURE
	MST 4		Aerial
	MST 2	ROUTE	
	RISER	Placement Type	
			UG Bore
			Aerial Strand
	Power		Future MDU Drop
	Telecom		Conduit
			MST Runs



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

Notes: PLCS Prjct Routes have been permitted seprately

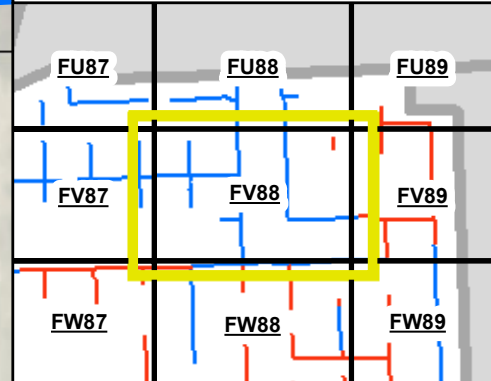
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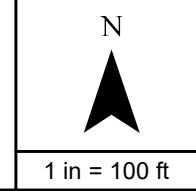
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 DCR: DCR-187

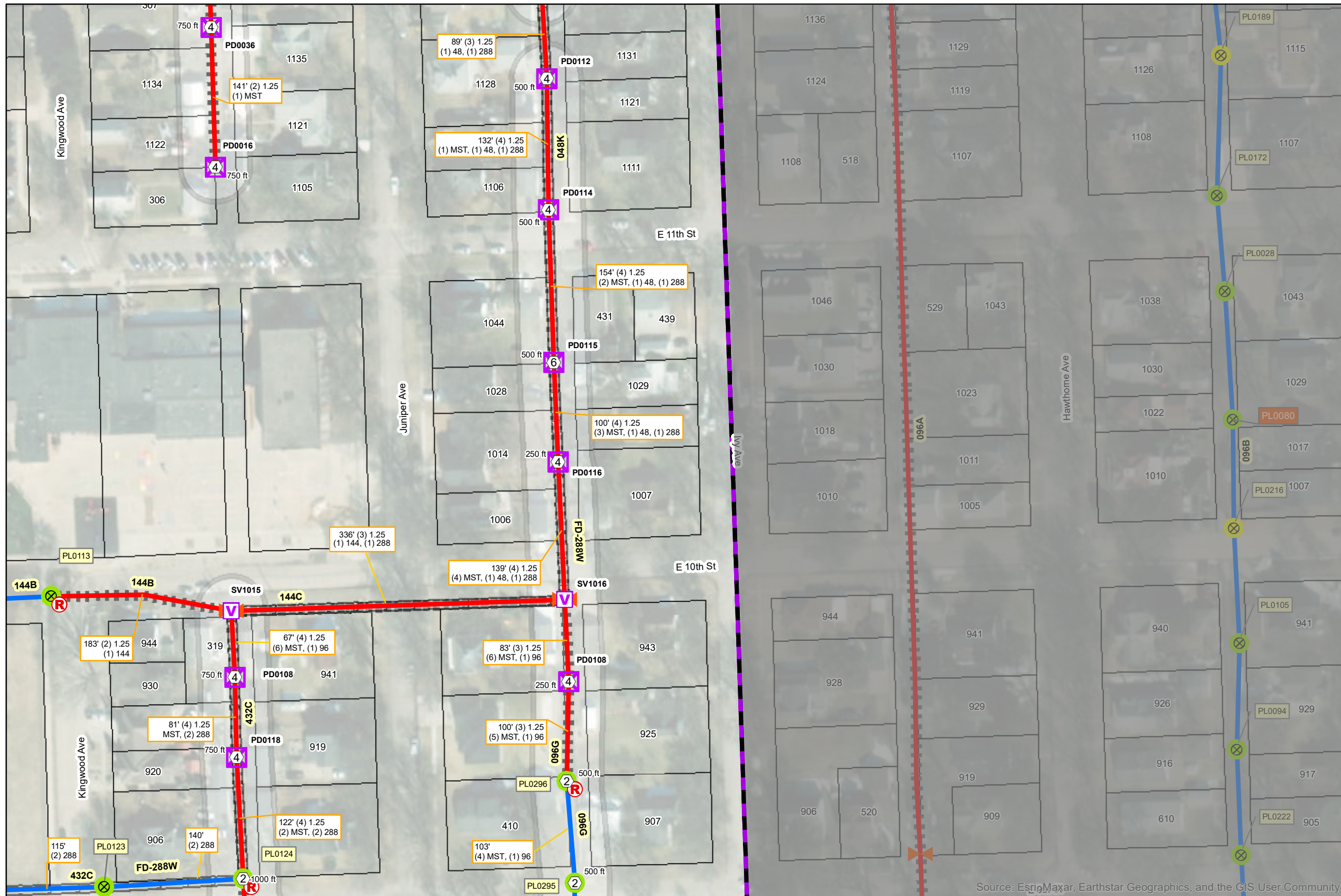
PERMIT:
 LEGEND Date: 5/18/2023

	STRUCTURE
	Com Box
	Large PED
	Small PED
	SPLICECLOSURE
	Aerial
	ROUTE
POLE	Placement Type
	UG Bore
	Aerial Strand
	Feeder Fiber
	Conduit
	MST Runs



Notes: PLCS Prjct Routes have been permitted sepatly
 Revisions:

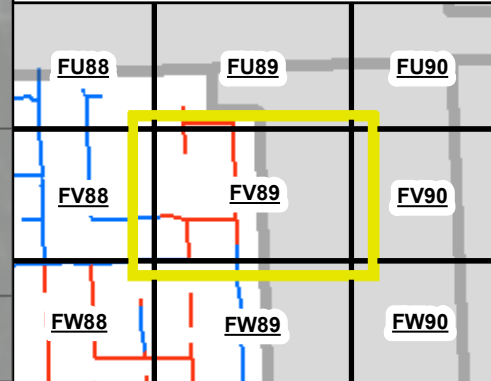




PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

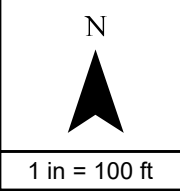
- | | | | |
|--|-----------------------|------------------------|----------------------|
| | PON | | STRUCTURE |
| | FIBEREQUIPMENT | | Small PED |
| | MST 6 | | T48 Vault |
| | MST 4 | | SPLICECLOSURE |
| | MST 2 | | Underground |
| | RISER | | ROUTE |
| | | Placement Type | |
| | POLE | | UG Bore |
| | Power | | Aerial Strand |
| | Telecom | | Feeder Fiber |
| | | Future MDU Drop | |
| | | | Future MDU Drop |
| | | | Conduit |
| | | | MST Runs |



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








Notes: PLCS Prjct Routes have been permitted seprately

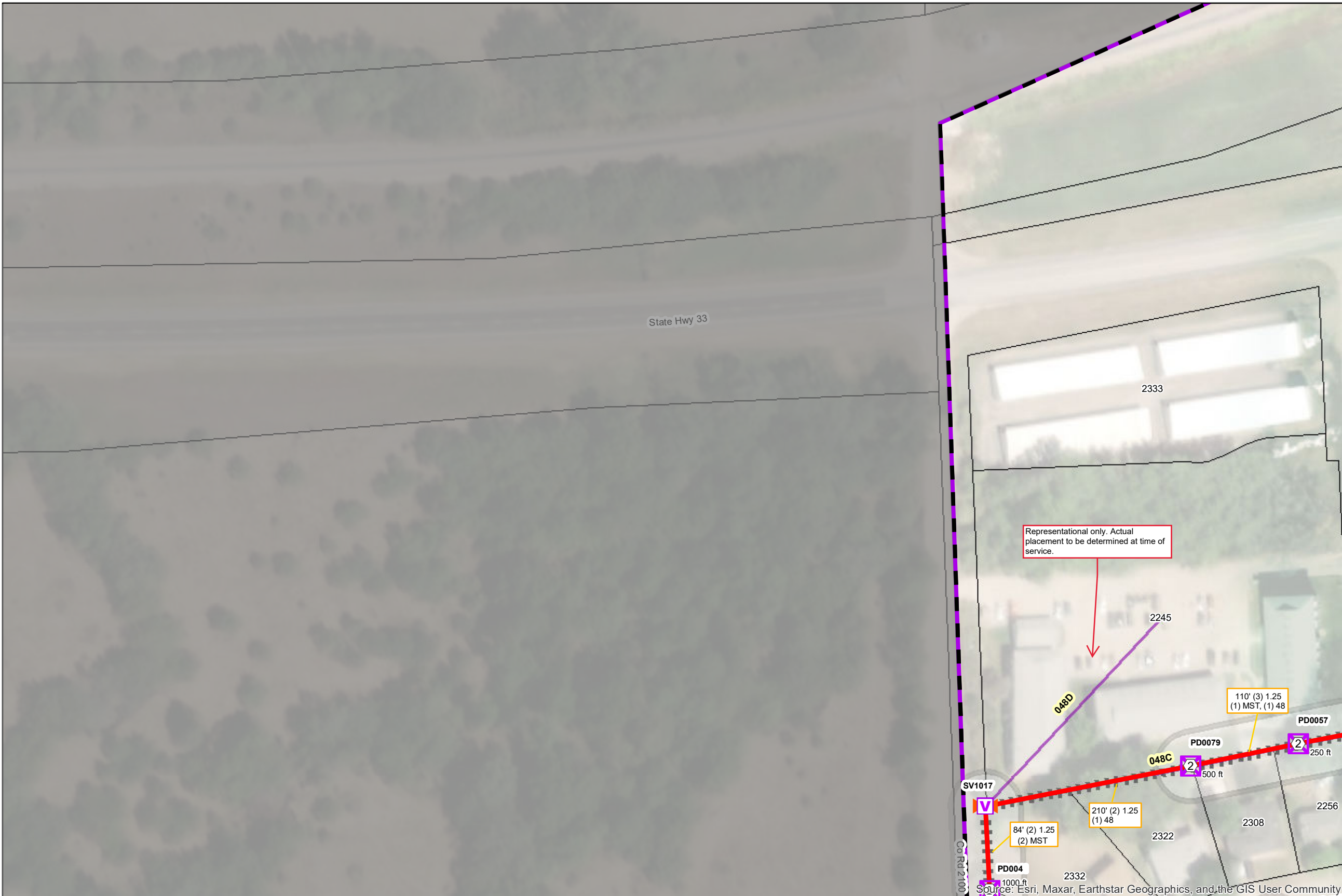
Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

- STRUCTURE**
-  Small PED
 -  T48 Vault
- SPLICECLOSURE**
-  Underground
- ROUTE**
- Placement Type
-  UG Bore
 -  Future MDU Drop
- Future MDU Drop
-  Conduit
 -  MST Runs

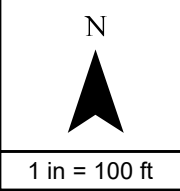


FV81	FV82	FV83
FW81	FW82	FW83
FX81	FX82	FX83



Notes: PLCS Prjct Routes have been permitted sepearatly

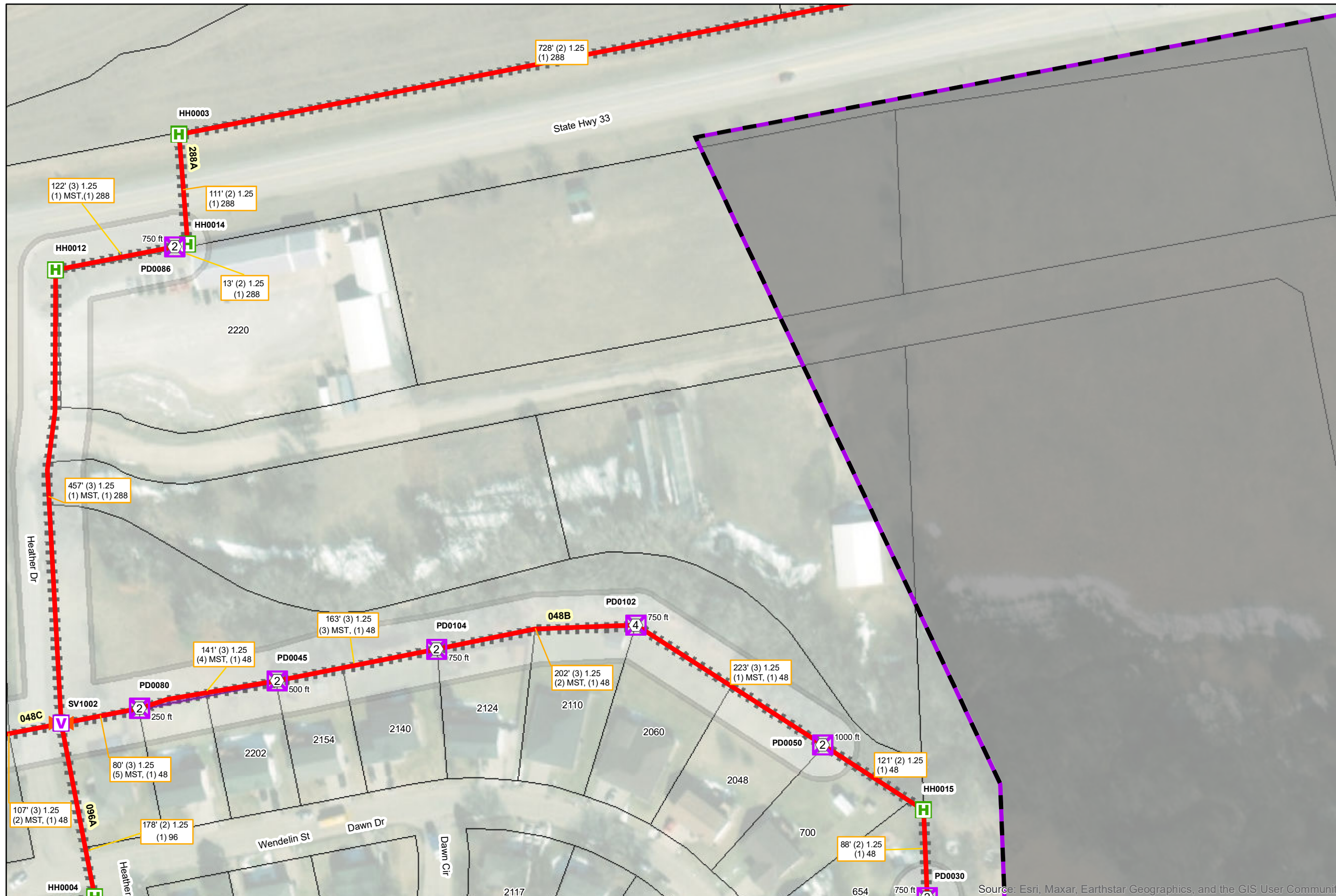
Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

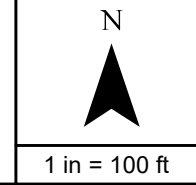
- STRUCTURE**
- Small PED
 - T36 Vault
 - T48 Vault
- SPLICE/CLOSURE**
- Underground
- ROUTE**
- Placement Type
- UG Bore
 - Future MDU Drop
- Conduit
- MST Runs



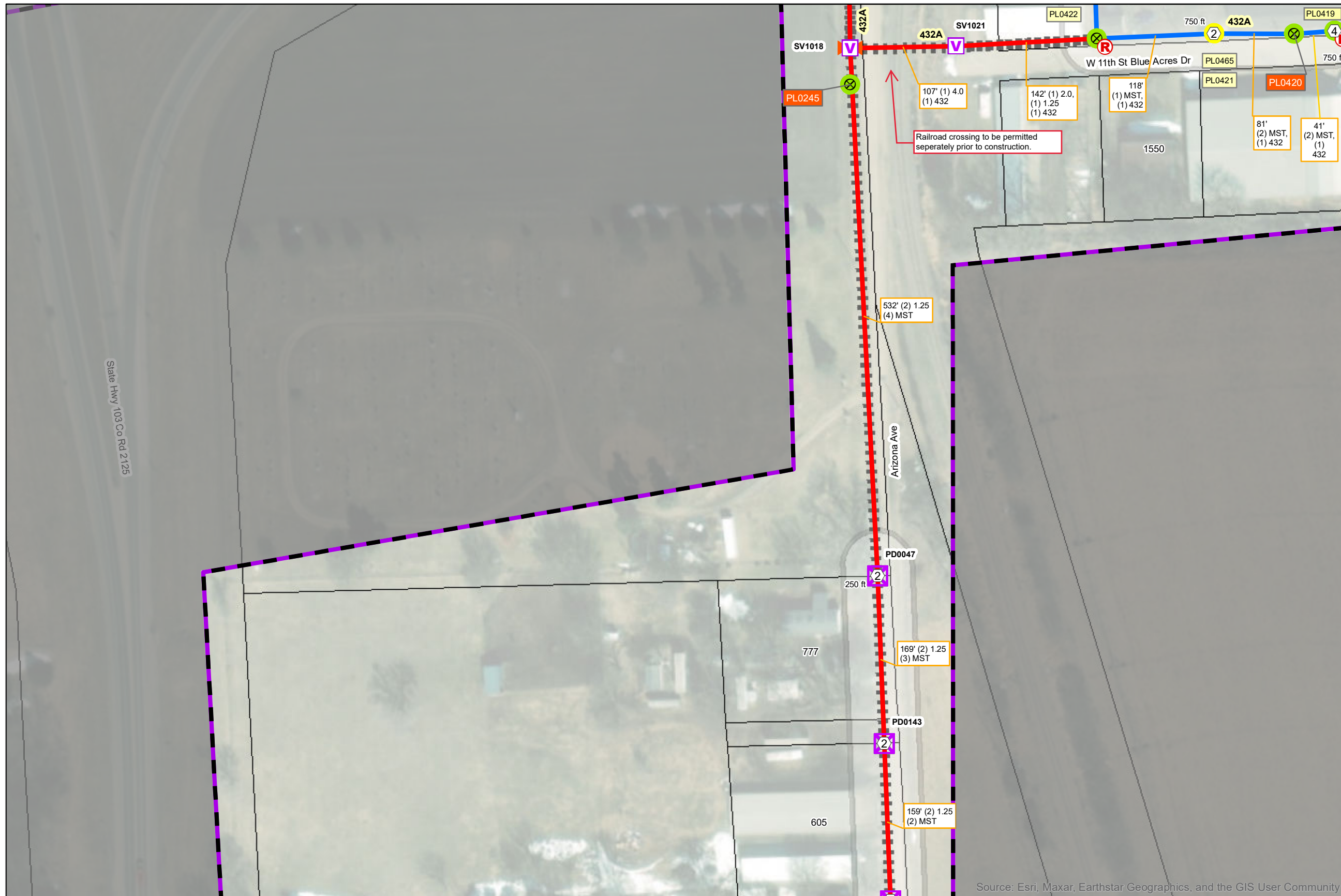
FW82	FW83	FW84
FX82	FX83	FX84

Notes: PLCS Prjct Routes have been permitted seprately

Revisions:



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



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

	POLE		STRUCTURE
	FIBEREQUIPMENT		Small PED
	MST 4		T48 Vault
	MST 2		SPLICECLOSURE
	RISER		Underground
	Power		UG Bore
	Telecom		Aerial Strand
			Conduit
			MST Runs

FV83	FV84	FV85
FW83	FW84	FW85
FX83	FX84	FX85

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

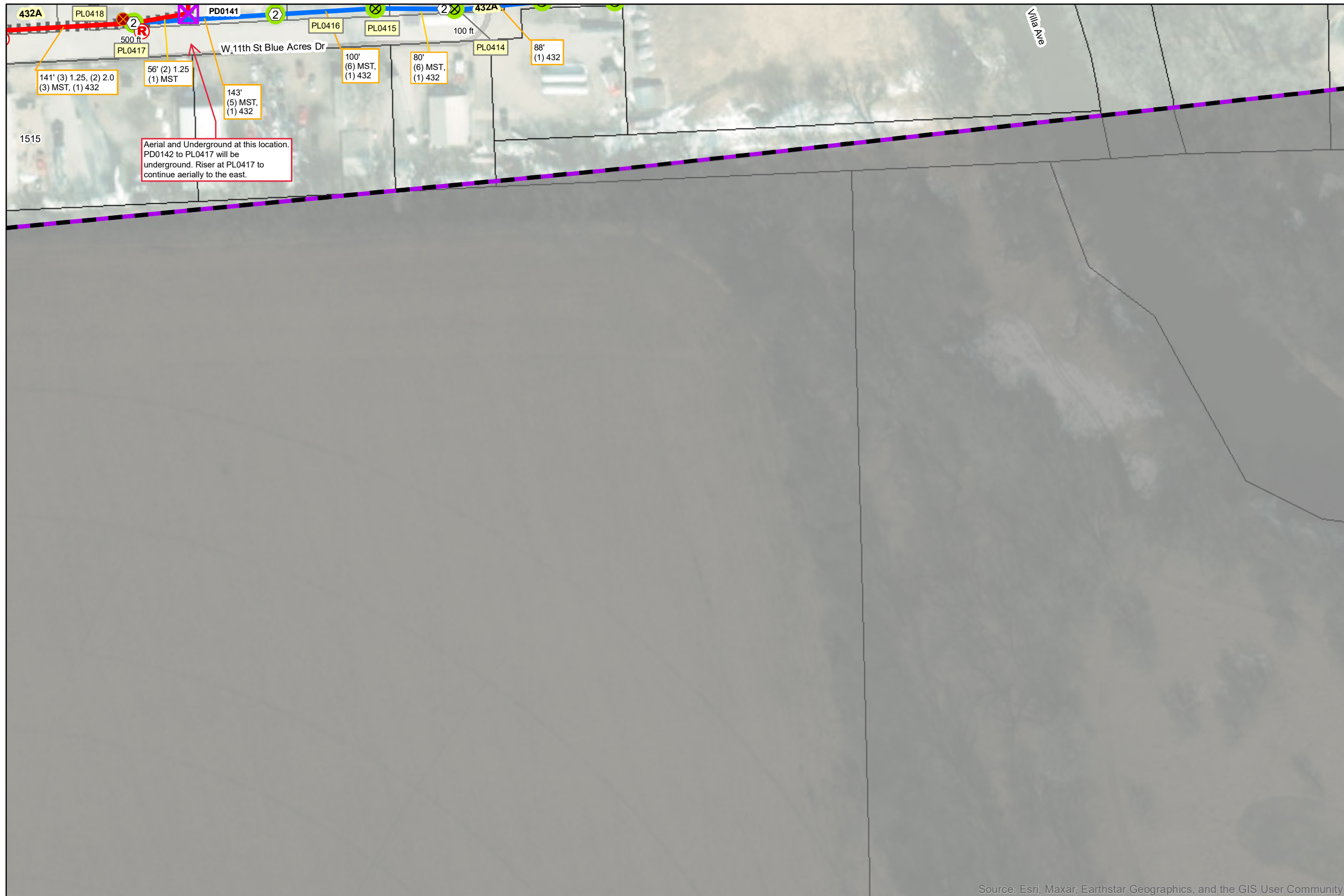
Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:

N

 1 in = 100 ft

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Nebraska 811
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PON: CRE-01-03
DCR: DCR-187

PERMIT:
LEGEND Date: 5/18/2023

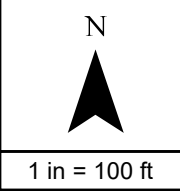
- PON
- FIBEREQUIPMENT
- MST 4
- MST 2
- RISER
- Unknown
- Power
- Small PED
- SPLICECLOSURE
- Aerial
- ROUTE**
- Placement Type**
- UG Bore
- Aerial Strand
- Conduit
- MST Runs

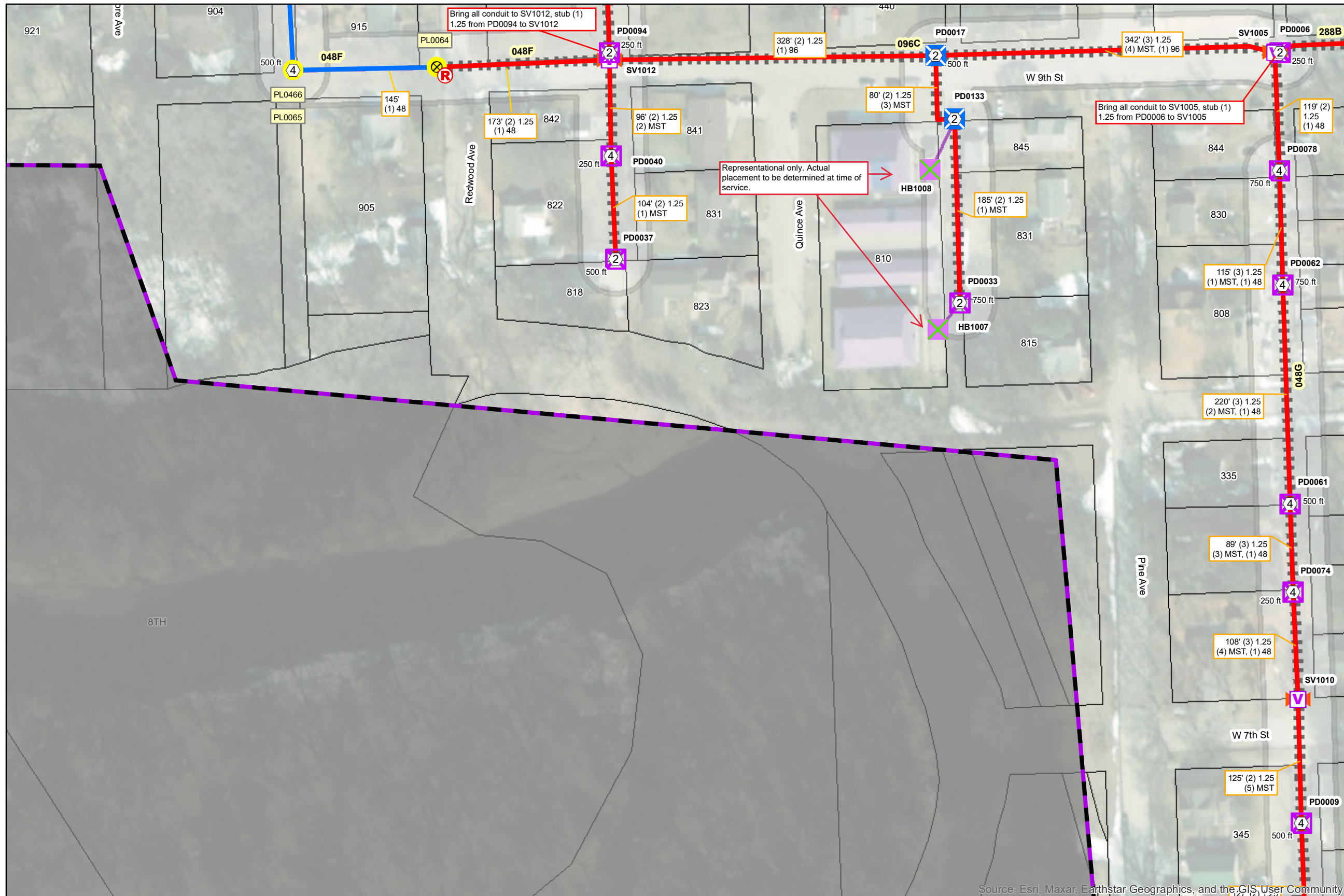
FV84	FV85	FV86
FW84	FW85	FW86
FX84	FX85	FX86

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

Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:

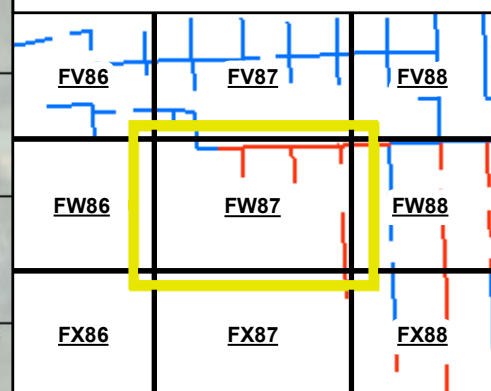




PON: CRE-01-03
DCR: DCR-187

PERMIT:
LEGEND Date: 5/18/2023

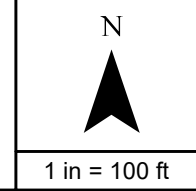
	PON		STRUCTURE
	FIBEREQUIPMENT		Com Box
	MST 4		Large PED
	MST 2		Small PED
	RISER		T48 Vault
POLE		SPLICECLOSURE	
	Telecom		Underground
		ROUTE	
		Placement Type	
			UG Bore
			Aerial Strand
		Future MDU Drop	
			Future MDU Drop
			Conduit
			MST Runs

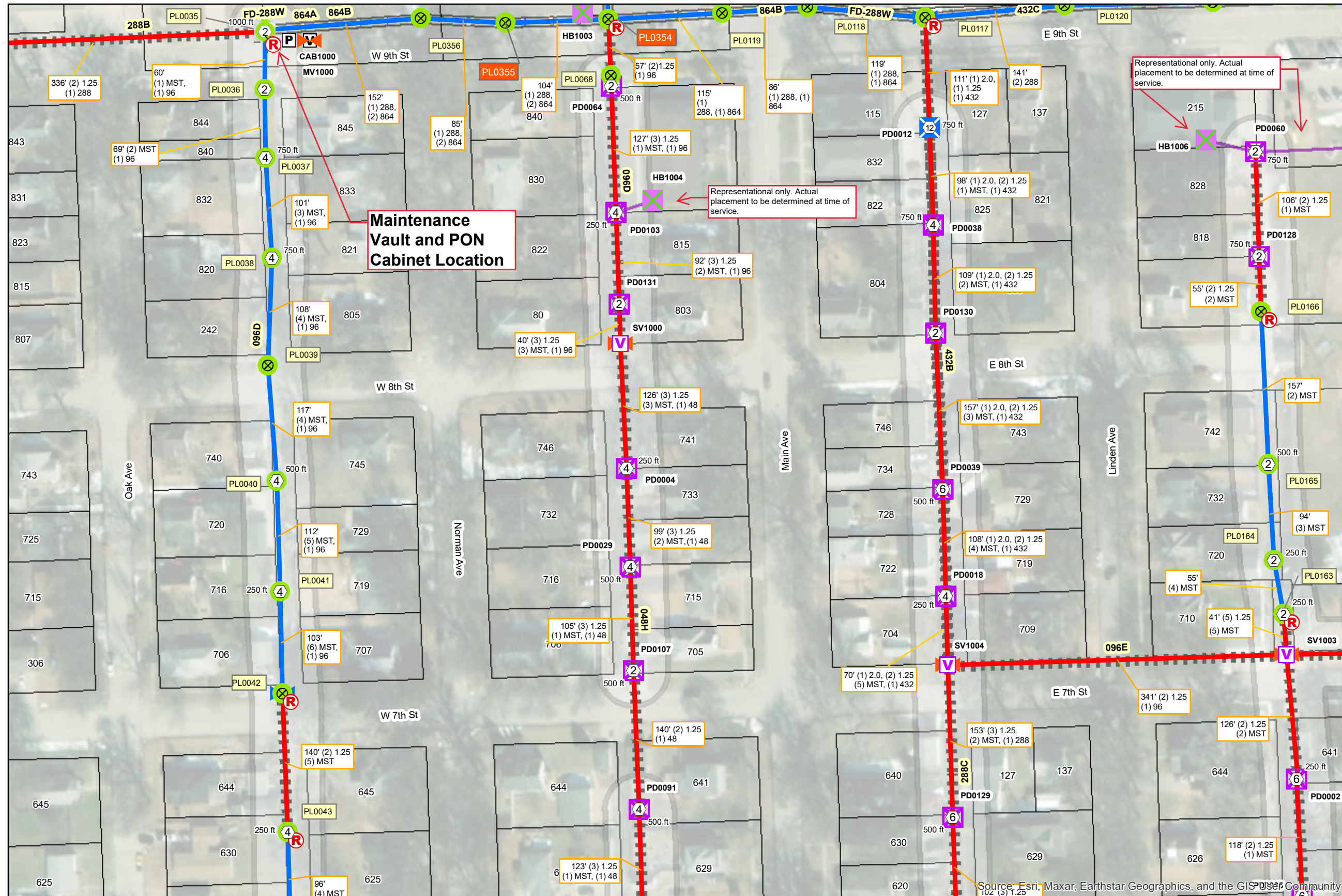


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Prjct Routes have been permitted seprately

Revisions:





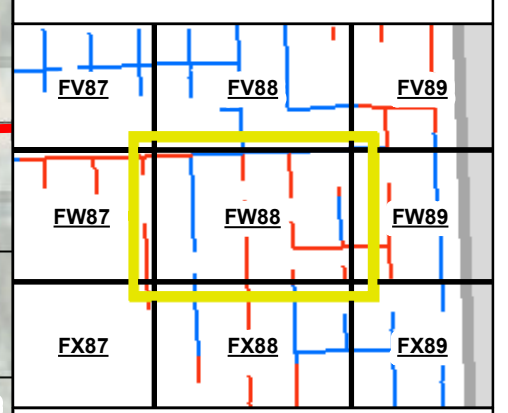
PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

STRUCTURE	
	1152 Cabinet
	Com Box
	Large PED
	Small PED
	T48 Vault
	T60 Vault

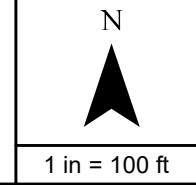
SPLICE CLOSURE	
	Underground
	Aerial

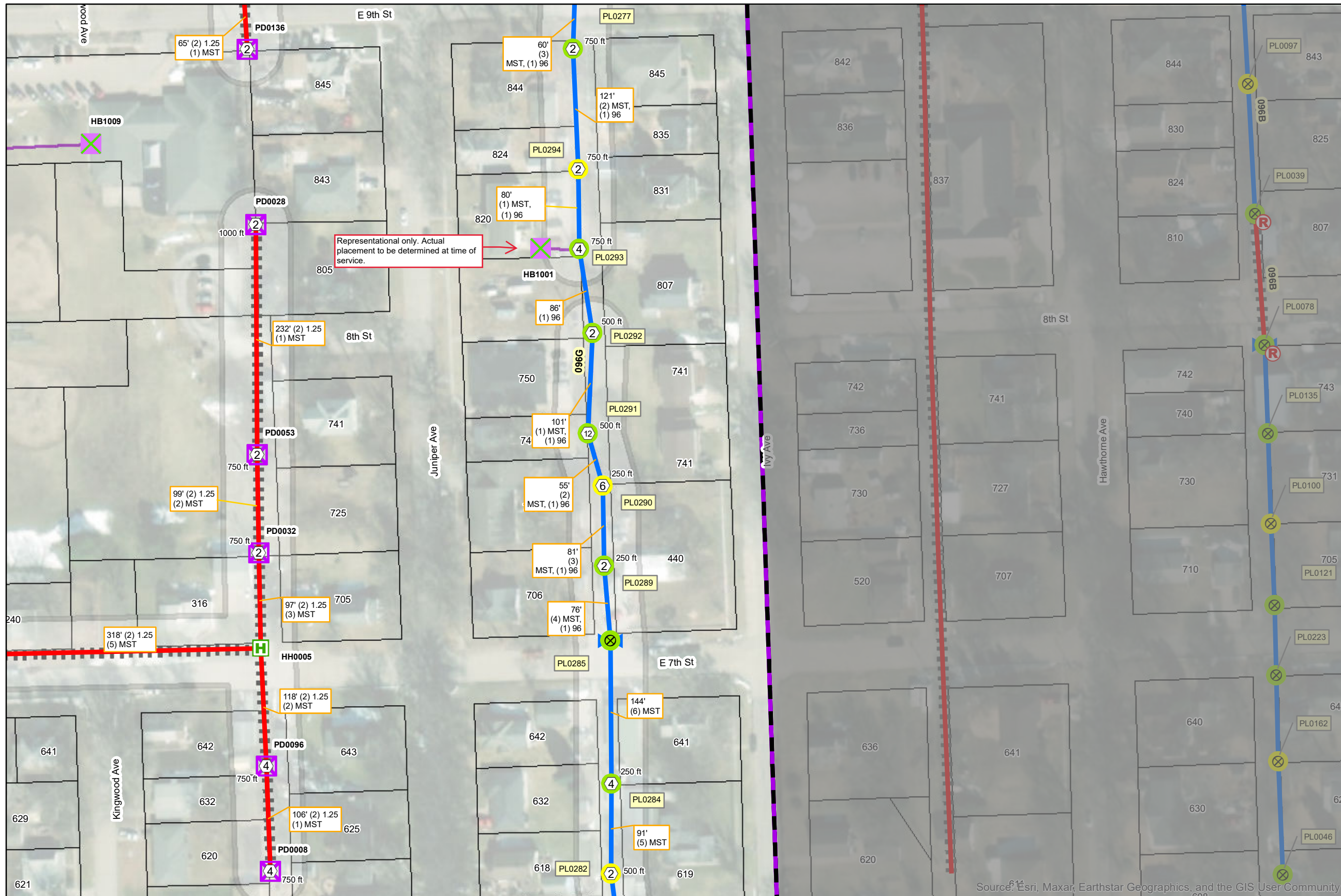
ROUTE	
Placement Type	
	UG Bore
	Aerial Strand
	Feeder Fiber
Future MDU Drop	
	Future MDU Drop
	Conduit
	MST Runs



Notes: PLCS Prjct Routes have been permitted separatly

Revisions:

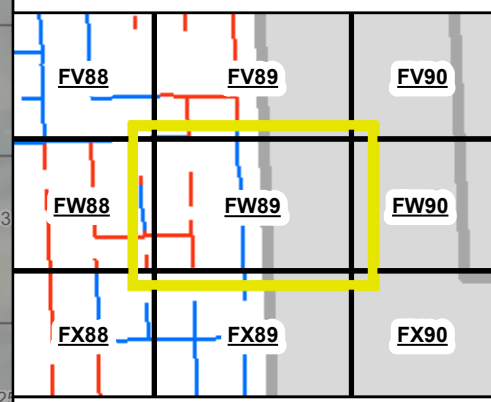




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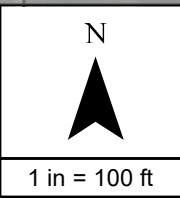
PERMIT:
LEGEND Date: 5/18/2023

	PON		STRUCTURE
	FIBEREQUIPMENT		Com Box
	MST 12		Small PED
	MST 6		T36 Vault
	MST 4		SPLICECLOSURE
	MST 2		Aerial
	RISER		UG Bore
	POLE		Aerial Strand
	Power		Feeder Fiber
	Telecom		Future MDU Drop
			Conduit
			MST Runs



Notes: PLCS Prjct Routes have been permitted seprately

Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

STRUCTURE

PON: [Symbol]

FIBEREQUIPMENT: [Symbol] Large PED, [Symbol] Small PED, [Symbol] T48 Vault

SPLICECLOSURE

[Symbol] Underground

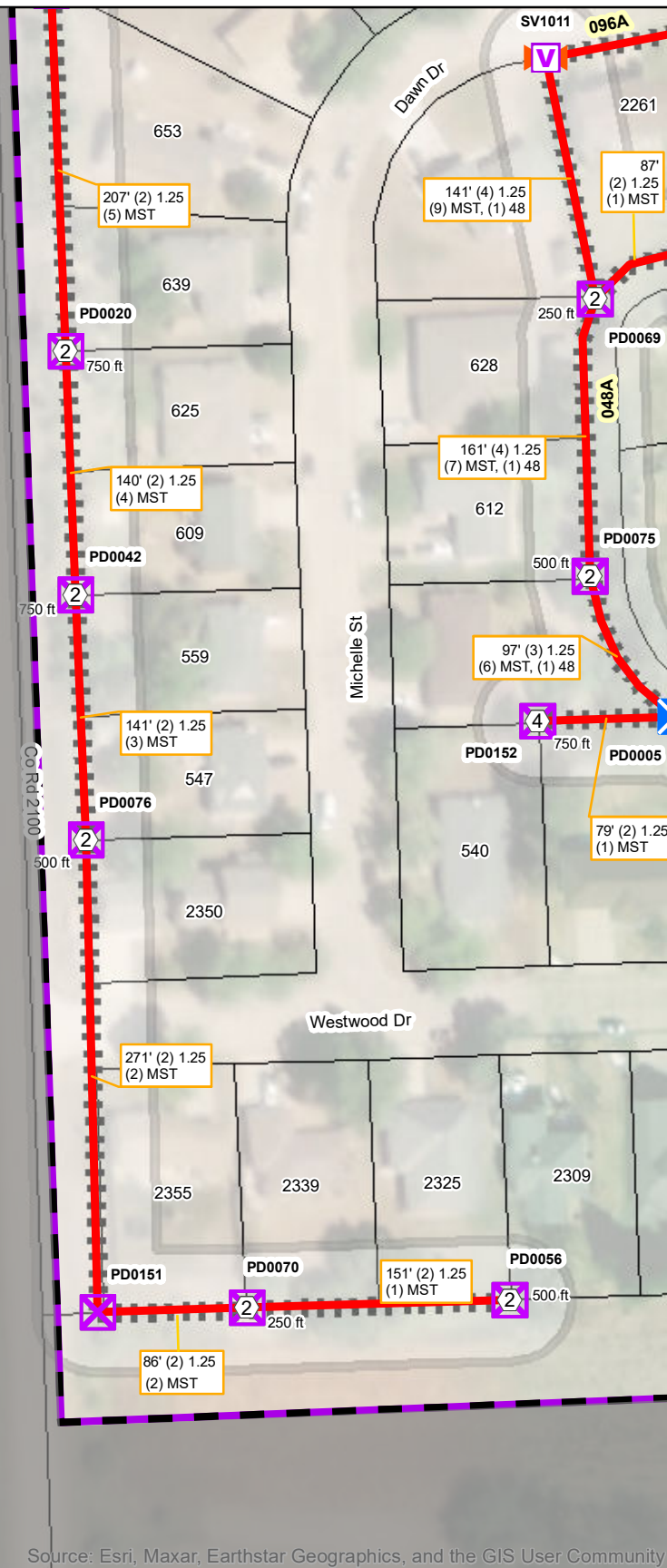
ROUTE

Placement Type: [Symbol] UG Bore, [Symbol] Future MDU Drop

Future MDU Drop: [Symbol] Future MDU Drop

[Symbol] Conduit

[Symbol] MST Runs

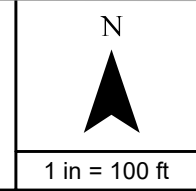


<u>FW81</u>	<u>FW82</u>	<u>FW83</u>
<u>FX81</u>	<u>FX82</u>	<u>FX83</u>
<u>FY81</u>	<u>FY82</u>	<u>FY83</u>

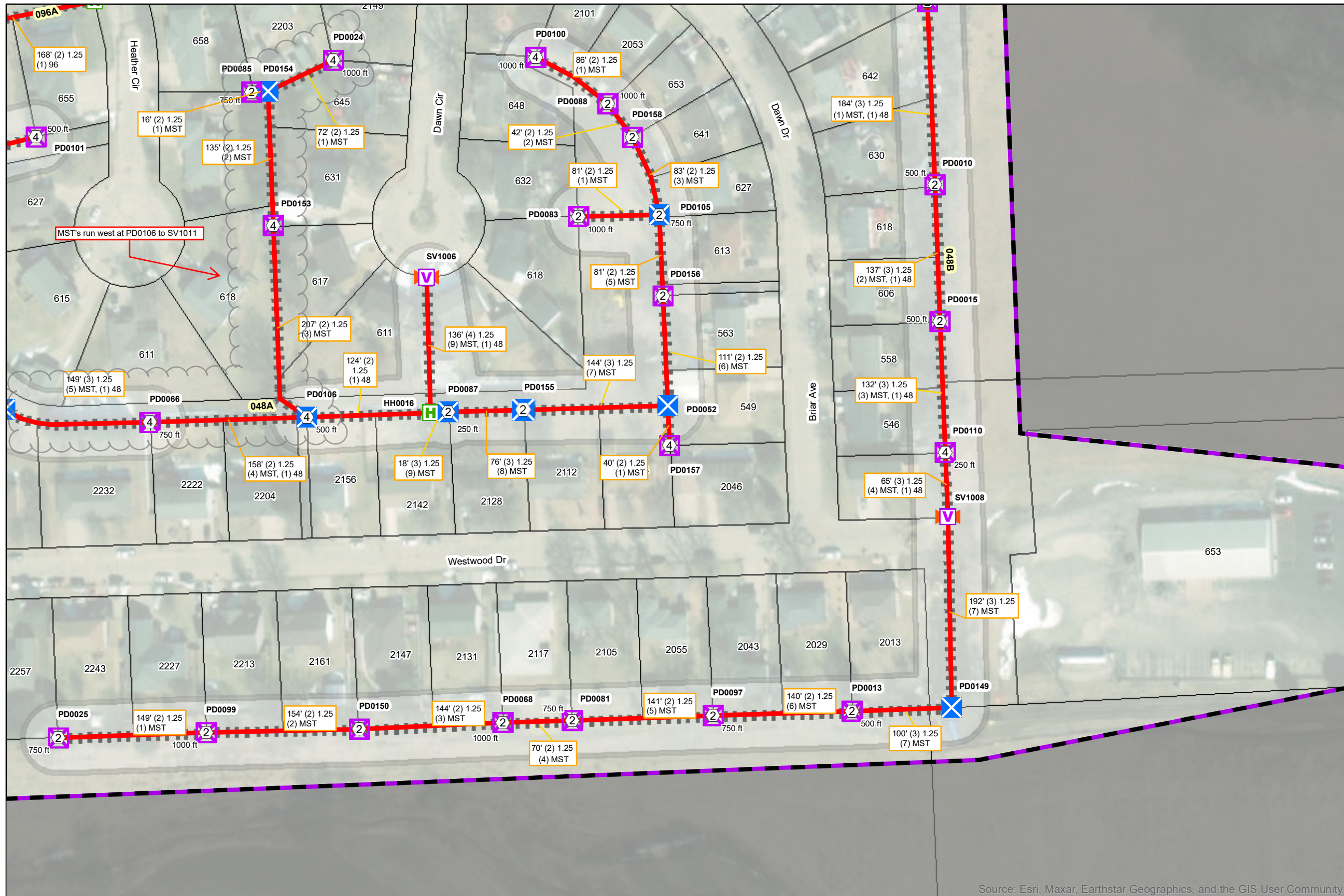
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:



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PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

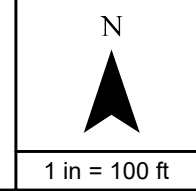
- STRUCTURE**
- Large PED
 - Small PED
 - T36 Vault
 - T48 Vault
- SPLICE CLOSURE**
- Underground
- ROUTE**
- Placement Type**
- UG Bore
 - Future MDU Drop
- Conduit**
- MST Runs

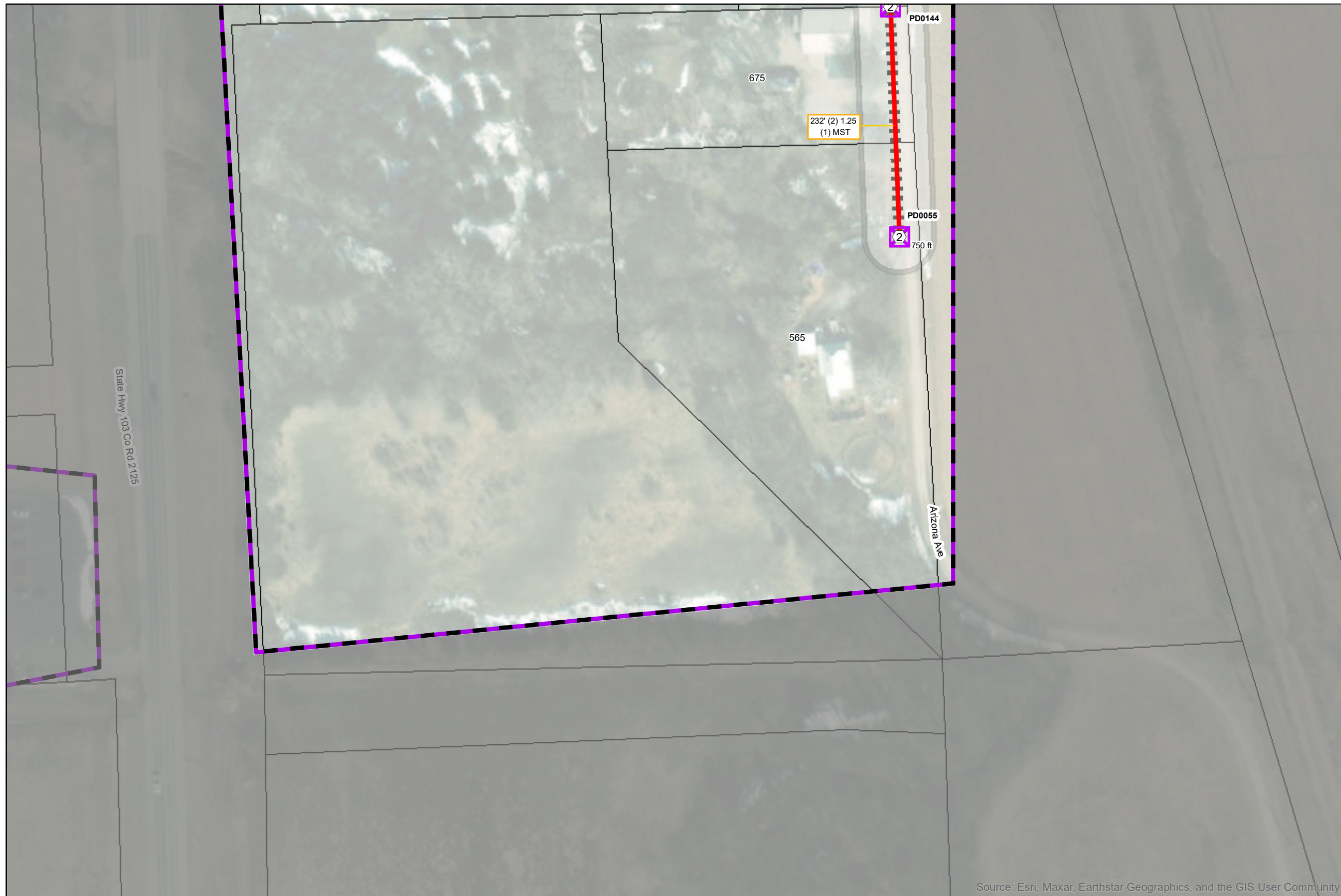
FW82	FW83	FW84
FX82	FX83	FX84
FY82	FY83	FY84

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

Notes: PLCS Prjct Routes have been permitted seprately

Revisions:





PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

STRUCTURE

Small PED
 MST 2

ROUTE

Placement Type

UG Bore
 Conduit
 MST Runs

<u>FW83</u>	<u>FW84</u>	<u>FW85</u>
<u>FX83</u>	<u>FX84</u>	<u>FX85</u>
<u>FY83</u>	<u>FY84</u>	<u>FY85</u>

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

Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:

N

1 in = 100 ft



PON: CRE-01-03
DCR: DCR-187

PERMIT:
LEGEND Date: 5/18/2023

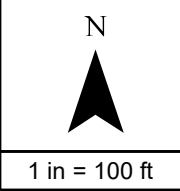
- PON
- STRUCTURE Small PED
- FIBEREQUIPMENT MST 4
- MST 2
- ROUTE**
- Placement Type**
- UG Bore
- Conduit
- MST Runs

FW86	FW87	FW88
FX86	FX87	FX88
FY86	FY87	FY88

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

Notes: PLCS Prject Routes have been permitted seperatly

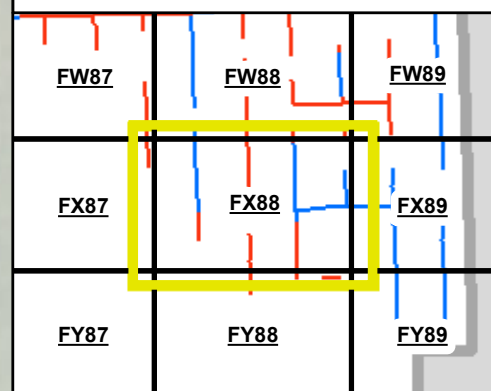
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 DCR: DCR-187

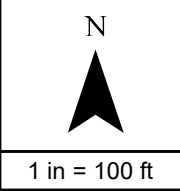
PERMIT:
 LEGEND Date: 5/18/2023

	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 6		Small PED
	MST 4		T48 Vault
	MST 2		SPLICECLOSURE
	RISER		Underground
	POLE		Aerial
	Power		ROUTE
	Telecom		UG Bore
			Aerial Strand
			Future MDU Drop
			Conduit
			MST Runs



Notes: PLCS Prjct Routes have been permitted seprately

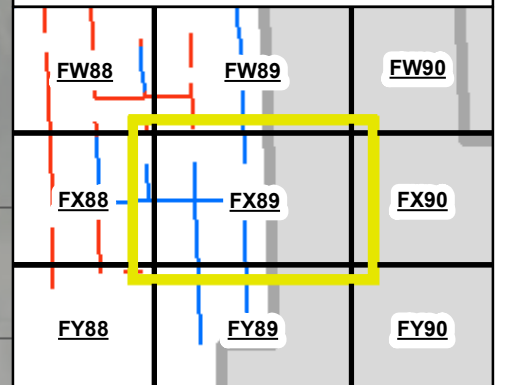
Revisions:



PON: CRE-01-03
 DCR: DCR-187

PERMIT:
 LEGEND Date: 5/18/2023

	STRUCTURE
	Com Box
	Small PED
	SPLICECLOSURE
	Underground
	Aerial
POLE	ROUTE
Pole Use	Placement Type
	UG Bore
	Aerial Strand
	Feeder Fiber
	Future MDU Drop
	Future MDU Drop
	Conduit
	MST Runs

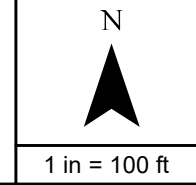


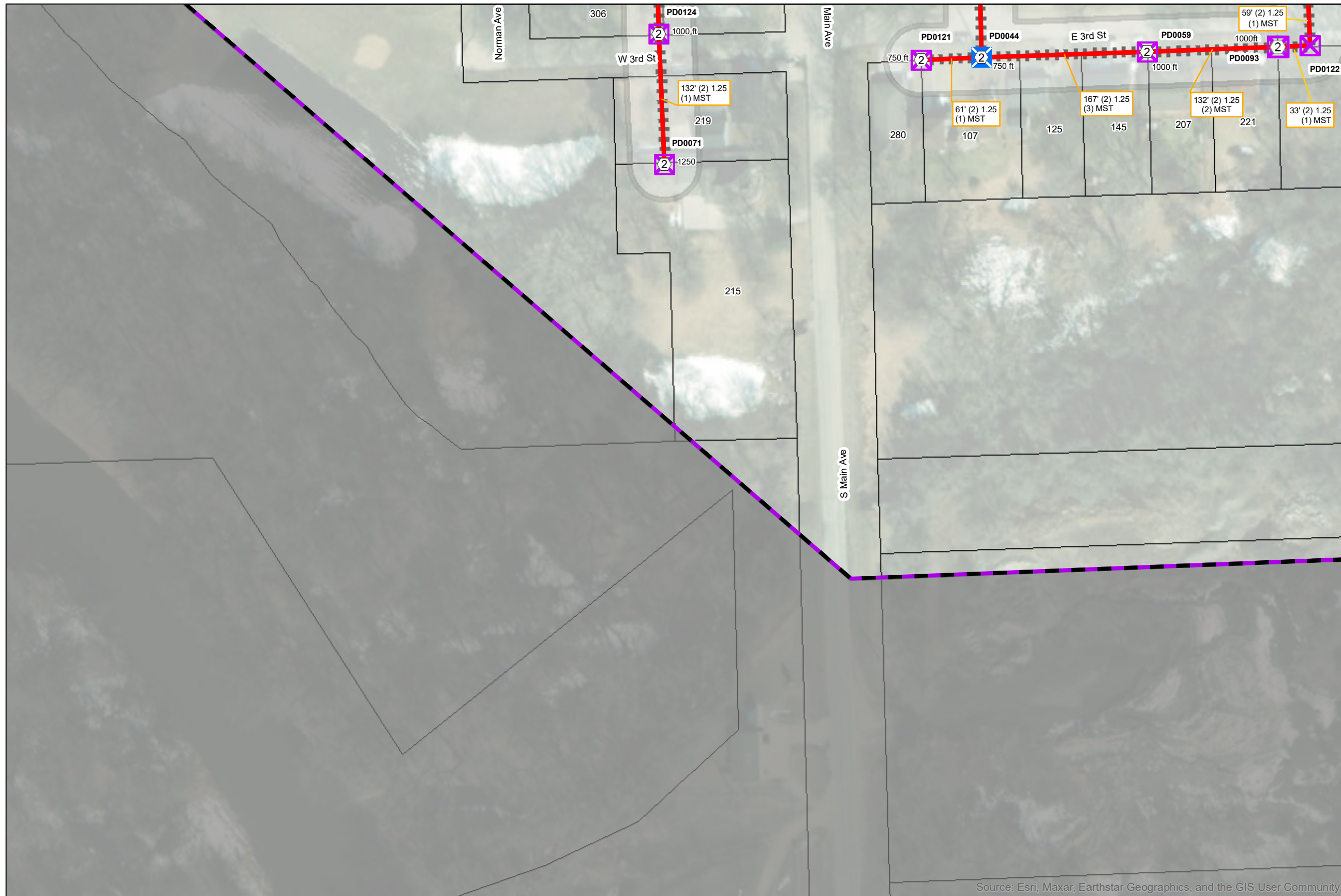
Representational only. Actual placement to be determined at time of service.

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

Notes: PLCS Prjct Routes have been permitted seprately

Revisions:





PON: CRE-01-03
DCR: DCR-187

PERMIT:
LEGEND Date: 5/18/2023

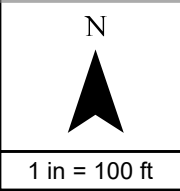
- STRUCTURE**
- Large PED
 - Small PED
- ROUTE**
- Placement Type**
- UG Bore
 - Conduit
 - MST Runs
- FIBEREQUIPMENT**
- MST 2

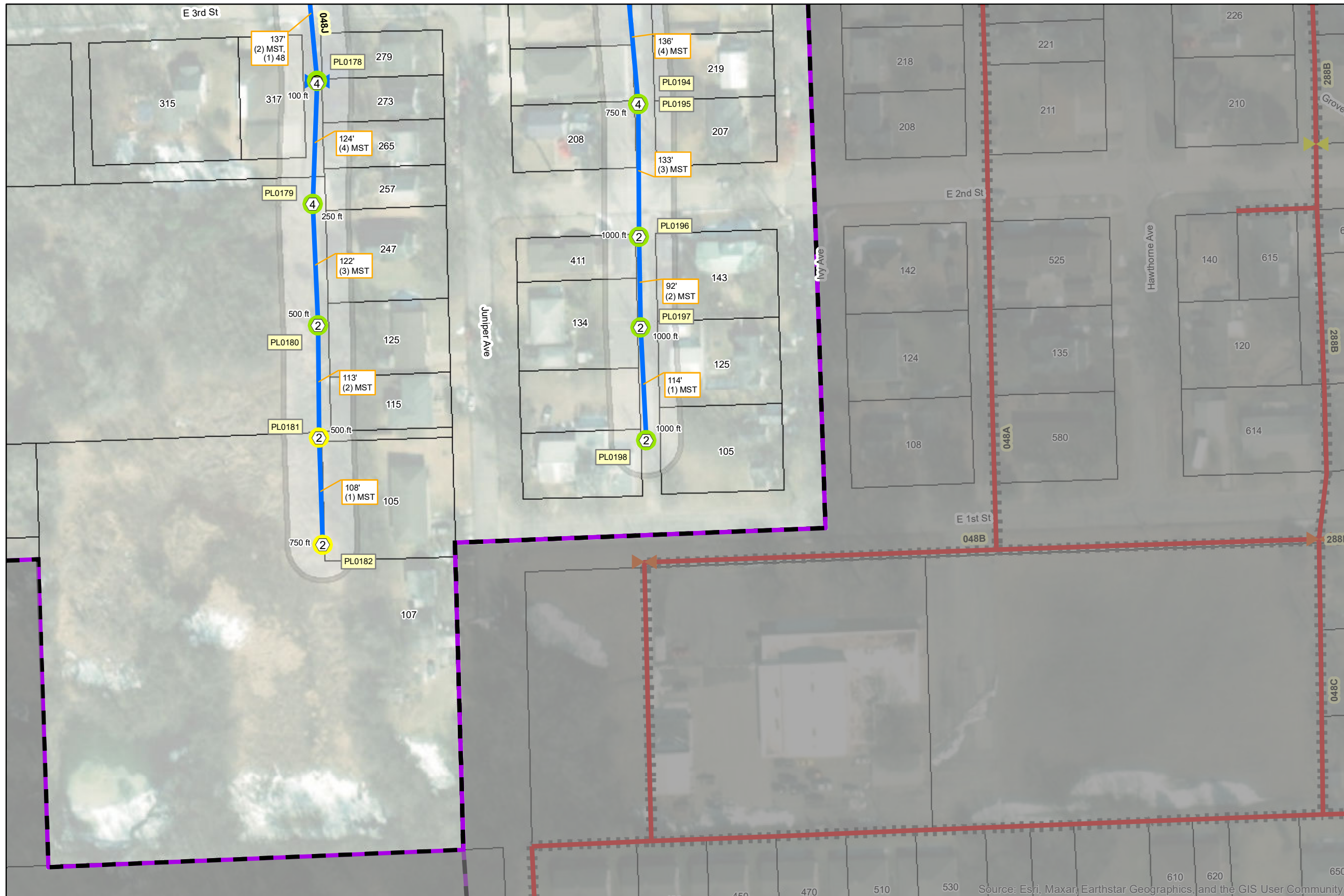
FX87	FX88	FX89
FY87	FY88	FY89
FZ87	FZ88	FZ89

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

Notes: PLCS Prjct Routes have been permitted seperatly

Revisions:





PON: CRE-01-03
DCR: DCR-187

PERMIT:
LEGEND Date: 5/18/2023

FIBEREQUIPMENT

- ④ MST 4
- ② MST 2

POLE

Pole Use

- ⊗ Power
- ⊗ Telecom

SPLICECLOSURE

- ⚡ <all other values>
- ⚡ Underground
- ⚡ Aerial

ROUTE

Placement Type

- UG Bore
- Aerial Strand

Future MDU Drop

- Future MDU Drop

Conduit

- ▬ Conduit

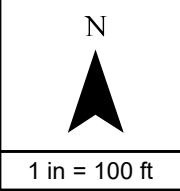
MST Runs

- ▭ MST Runs

FX88	FX89	FX90
FY88	FY89	FY90
FZ88	FZ89	FZ90

Notes: PLCS Prjct Routes have been permitted seprately

Revisions:



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

ORDINANCE NO. 2175

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO WAGES AND SALARIES; TO AMEND ORDINANCE NO. 2157 TO ADJUST THE WAGES AND SALARIES OF CITY OFFICERS AND NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF CRETE.

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

Section 1. That the wages and salaries of city officers and non-bargaining unit employees specified in Exhibit A of Ordinance No. 2157 shall be amended and replaced by the new Exhibit A attached hereto. Said Exhibit shall be incorporated herein and in Ordinance No. 2157 as though set out in full.

Section 2. That all other sections, provisions, or parts of Ordinance No. 2157 that are not amended by this ordinance shall remain in full force and effect.

Section 3. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances that can be given effect without the repealed parts.

Section 4. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 5. That this ordinance shall be published in pamphlet or book 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 5th day of July 2023.

Mayor

ATTEST:

City Clerk

Seal

ORDINANCE 2175 - EXHIBIT A

Amending Ordinance 2157

NON-BARGAINING UNIT OFFICER AND EMPLOYEE SALARIES & WAGES

SALARIED POSITIONS

APPOINTED POSITIONS	Maximum Salary Per Biweekly Pay Period
City Administrator	\$6,044.80
City Attorney	\$5,042.82
City Clerk	\$3,287.71
City Treasurer/Finance Director	\$3,538.60
Fire Chief	\$445.39
Police Chief	\$3,951.20

NON-APPOINTED POSITIONS	Maximum Salary Per Biweekly Pay Period
--------------------------------	--

Airport Manager	\$2,307.69
Ambulance Administrator	\$340.84
Assistant Fire Chief	\$267.22
Building Inspector	\$2,789.44
Community Assistance Director	\$2,343.62
Deputy City Clerk	\$2,343.20
Economic Development Coordinator	\$2,343.60
Economic Development Director	\$3,272.31
Electric Superintendent	\$3,706.43
GIS Technician & Technical Support Specialist	\$2,343.20
Grant Writer	\$2,343.20
Human Resource Coordinator	\$2,343.60
Human Resources Director	\$2,944.80
IT Director	\$3,136.48
Library Director	\$2,906.02
Media Specialist	\$1,928.26
Office Manager	\$2,363.20
Parks and Recreation Director	\$3,354.15
Police Captain	\$3,500.00
Public Works Director	\$4,516.08
SSAR Report Preparation	1/4 Annual State Incentive Payment
Street Superintendent	3/4 Annual State Incentive Payment
Street Supervisor	\$2,588.80

HOURLY POSITIONS

CITY ADMINISTRATION	1	2	3	4	5	6	7	8
Administrative Assistant	\$15.43	\$16.37	\$17.32	\$18.24	\$19.18	\$20.12	\$21.05	\$21.98
Purchasing Clerk	\$18.80	\$19.79	\$20.78	\$21.79	\$22.78	\$23.77	\$24.77	\$25.77
FIRE & RESCUE	1							
Ambulance Attendant	\$24.04							
Ambulance Maintenance	\$17.07							
Firefighter Call Response	\$8.00	per call						

ORDINANCE 2175 - EXHIBIT A
Amending Ordinance 2157

Officer Call Response	\$10.00		per call					
LIBRARY	1	2	3	4	5	6	7	8
Assistant Director	\$19.79	\$21.27	\$22.75	\$24.23	\$25.71	\$26.63	\$27.55	\$28.47
Children's Librarian	\$18.90	\$19.89	\$20.88	\$21.86	\$22.85	\$23.84	\$24.82	\$25.81
Librarian	\$18.90	\$19.89	\$20.88	\$21.86	\$22.85	\$23.84	\$24.82	\$25.81
Library Clerk	\$15.40	\$16.08	\$16.77	\$17.45	\$18.13	\$18.81	\$19.49	\$20.17
PARKS & RECREATION	1	2	3	4	5	6	7	8
Parks Groundskeeper I	\$16.70	\$17.50	\$18.31	\$19.10	\$19.89	\$20.69	\$21.48	\$22.28
Parks Groundskeeper II	\$20.28	\$21.18	\$22.07	\$22.96	\$23.85	\$24.74	\$25.63	\$26.53
Parks Seasonal/Laborer	\$10.82	\$11.12	\$11.43	\$11.73				
Pool Cashiers	\$10.82	\$11.12	\$11.43	\$11.73				
Pool Lifeguards	\$12.34	\$12.68	\$13.01	\$13.34				
Pool Manager/Swim Coach	\$13.99	\$14.40	\$14.79	\$15.19	\$15.59	\$15.98		
Pool Manager - Assistant	\$12.78	\$13.14	\$13.50	\$13.87				
Recreation Coordinator	\$21.06	\$21.99	\$22.91	\$23.84	\$24.76	\$25.69	\$26.61	\$27.55
Referees/Coaches	\$10.50							
POLICE	1	2	3	4	5	6	7	8
Administrative Assistant (PD)	\$15.92	\$16.89	\$17.86	\$18.81	\$19.78	\$20.75	\$21.71	\$22.67
Code Enforcement Officer	\$18.80	\$19.79	\$20.78	\$21.79	\$22.78	\$23.77	\$24.77	\$25.77
Noncertified Conditional Officer	\$21.64							
PUBLIC WORKS	1	2	3	4	5	6	7	8
ADMINISTRATION								
Admin Asst/Asst Office Manager	\$18.80	\$19.79	\$20.79	\$21.78	\$22.78	\$23.77	\$24.78	\$25.77
Bookkeeper	\$15.97	\$16.95	\$17.92	\$18.88	\$19.85	\$20.83	\$21.79	\$22.75
Customer Service Rep.	\$20.28	\$21.56	\$22.85	\$24.14	\$25.43	\$26.71	\$28.00	\$29.28
Janitor/Custodian	\$14.92	\$15.42	\$15.92	\$16.41	\$16.92	\$17.42	\$17.93	\$18.43
Transfer Station Attendant	\$15.78	\$16.56	\$17.35	\$18.11	\$18.89	\$19.67	\$20.44	\$21.23
Additional Duty	\$0.63	\$0.99	\$1.35	\$1.70	\$2.05	\$2.41	\$2.76	\$3.12
Meter Reader	\$0.39							
CEMETERY								
Cemetery Sexton	\$21.18	\$22.18	\$23.18	\$24.20	\$25.20	\$26.22	\$27.22	\$28.22
Seasonal/Laborer	\$12.03	\$12.35	\$12.68	\$13.01	\$13.34			
ELECTRIC								
Electric Foreman	\$30.93	\$32.21	\$33.50	\$34.78	\$36.06	\$37.35	\$38.64	\$39.92
Electric Groundperson	\$21.18	\$22.18	\$23.18	\$24.20	\$25.20	\$26.22	\$27.22	\$28.22
Electric Lineman I	\$29.22	\$30.43	\$31.65	\$32.89	\$34.10	\$35.32	\$36.55	\$37.77
Electric Lineman II	\$25.15	\$26.17	\$27.20	\$28.22	\$29.24	\$30.26	\$31.29	\$32.30
Power Plant Operator	\$24.78	\$25.68	\$26.59	\$27.48	\$28.39	\$29.29	\$30.20	\$31.11
Power Plant Superintendent	\$28.70	\$29.83	\$30.97	\$32.11	\$33.23	\$34.37	\$35.50	\$36.64

ORDINANCE 2175 - EXHIBIT A
Amending Ordinance 2157

	STREET								
Street Foreman		\$23.60	\$24.56	\$25.52	\$26.49	\$27.44	\$28.40	\$29.36	\$30.32
Street Operator		\$21.18	\$22.18	\$23.18	\$24.20	\$25.20	\$26.22	\$27.22	\$28.22
	WASTEWATER								
Wastewater Lead Operator		\$26.45	\$27.80	\$29.15	\$30.49	\$31.84	\$33.18	\$34.53	\$35.87
Wastewater Operator		\$20.22	\$21.19	\$22.18	\$23.15	\$24.12	\$25.10	\$26.07	\$27.04
Wastewater Superintendent		\$31.46	\$32.78	\$34.10	\$35.42	\$36.73	\$38.05	\$39.36	\$40.68
	WATER								
Water Foreman		\$25.14	\$26.39	\$27.66	\$28.93	\$30.19	\$31.46	\$32.72	\$33.99
Water Operator		\$19.11	\$20.56	\$22.01	\$23.46	\$24.92	\$26.37	\$27.83	\$29.28
Water Superintendent		\$25.52	\$26.87	\$28.20	\$29.55	\$30.89	\$32.24	\$33.59	\$34.92



Crete NE Police

Crete NE Police

1945 Forest Ave
Crete, NE 68333
United States

Gary Young

gary.young@crete.ne.gov
402.826.4311

Reference: 20230425-153927092

Quote created: April 25, 2023

Quote expires: July 7, 2023

Quote created by: Brian Churchill

Business Manager

bchurchill@utility.com

+317-797-5767

Comments from Brian Churchill

Utility is honored the Crete Police Department has chosen the Utility solution for its officers. We Look forward to partnering with you to serve the Crete community. Please accept this professional services agreement and proposal for review and consideration. *The below items will service 16 Officers with 16 BWC's and 6 Police Vehicles with RocketIoT Communications. **The value on this quote covers all 5 years of the service agreement.

Products & Services

Item & Description	Quantity	Unit Price	Total
EOS and Rocket Communications Bundle - 5YR EOS Camera and Mount, CAD Activation, Media Controller, USB-C Breakaway Charging Cable, Holster Sensor, Rocket High Speed Mobile Communications Hub, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	6	\$10,910.00	\$52,399.08 after \$13,060.92 discount for 5 years
EOS Bundle - 5YR EOS Camera and Mount, Holster Sensor, Media Controller, USB-C Breakaway Charging Cable, CAD Activation, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	10	\$7,520.00	\$60,393.20 after \$14,806.80 discount for 5 years

Item & Description	Quantity	Unit Price	Total
CAD Integration Integration, via replication services, with CAD system for automatic classification of BodyWorn generated video.	1	\$15,000.00	\$12,207.72 after \$2,792.28 discount

Subtotals

One-time subtotal			\$125,000.00 after \$30,660.00 discount
-------------------	--	--	--

Total \$125,000.00

Purchase terms

This Service Agreement Contract assumes an initial payment of 40% due upon signature with equal annual payments of \$15% years 2-5.

Signature

Signature

Date

Printed name

Questions? Contact me



Brian Churchill

Business Manager

bchurchill@utility.com

+317-797-5767

Utility, Inc.

250 E. Ponce de Leon Ave

Suite 700

Decatur, GA 30030

US

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Crete
 243 East 13th St.
 Crete, NE 68333

From Contractor: Speece Lewis Engineers, Inc.
 6701 Cornhusker Hwy
 Lincoln, NE 68507

Project: Project 2 of 2 East 22nd St
 M226(266)
 U0620C1005

Engineer: Speece Lewis Engineers, Inc.
 906 South 26th Street
 Lincoln, NE 68510

Application No. 7
Period To: 6/24/2023
Contract Date: Mar-22

Distribution to:
 Owner
 Engineer
 Contractor

CONTRACTORS APPLICATION FOR PAYMENT

1. Original Contract Sum.....	\$842,112.80
2. Net Change by Change Orders.....	\$41,555.00
3. Contract Sum to Date (line 1+2).....	\$883,667.80
4. Total Completed & Stored to Date.....	\$668,671.88
5. Retainage.....	5.00% \$33,433.59
6. Total Earned Less Retainage (Line 4 less line 5 total).....	\$635,238.29
7. Less Previous Certificates for Payment (Line 6 from prior Certificate)	\$537,951.85
8. Current Payment Due.....	\$97,286.44
9. Balance to Finish, Including Retainage.....	\$248,429.51

Change Order Summary	Additions	Deductions
Total changes approved in previous Change Orders	\$41,555.00	\$0.00
Total approved this Change Order	\$0.00	\$0.00
Totals	\$41,555.00	\$0.00
Net Changes by Change Orders	\$41,555.00	



The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____ Date: 6/26/2023

By: [Signature]

State of: NEBRASKA
 County of: LANCASTER
 Subscribed and sworn to before me this 30th day of JUNE 2023

Notary Public: Jill M Beatty
 My Commission Expires: May 13, 2025

State of Nebraska - General Notary
 JILL M BEATTY
 My Commission Expires
 May 13, 2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer Certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$97,286.44

Engineer: Monte Hobelman Date: 6/26/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



PROJECT NAME: Project 2 of 2 East 22nd St
 PROJECT NO.: M226 (266)
 STRUCTURE NO.: U0620C1005

CONTRACTOR: General Excavating
 PAYMENT NO.: 7
 PERIOD ENDING: 6/24/23

Project	Plan Cost	Cost This Pay Period	Accumulated Cost	% Complete
M226 (266)	\$863,667.80	\$102,406.78	\$668,671.88	75.67%

Item No.	Item Description	Unit	Unit Cost	Plan Qty	Qty Placed/Removed this Period	Accum. Qty	Plan Cost	Cost This Pay Period	Accumulated Cost	Overrun/ (Underrun)
Grading Items										
1.1	Site Preparation	LS	\$20,245.00	1.00	0.00	0.00	\$20,245.00	\$0.00	\$20,245.00	\$0.00
1.2	Excavation (Established Quantity)	CY	\$14.40	4,560.00	1,374.00	3,664.00	\$65,952.00	\$19,785.60	\$52,761.60	(\$13,190.40)
1.3	Water, Applied	MGAL	\$1.00	42.00	0.00	0.00	\$42.00	\$0.00	\$0.00	(\$42.00)
1.4	Covercrop Seeding	ACRE	\$375.00	1.00	0.00	0.00	\$375.00	\$0.00	\$0.00	(\$375.00)
1.5	Temporary Silt Fence	LF	\$4.30	200.00	0.00	0.00	\$860.00	\$0.00	\$0.00	(\$860.00)
1.6	Temporary Silt Check, Type Watle	LF	\$4.30	500.00	0.00	0.00	\$2,150.00	\$0.00	\$1,075.00	(\$1,075.00)
1.7	Silt Checks, Type Watle	LF	\$8.60	680.00	0.00	0.00	\$5,848.00	\$0.00	\$0.00	(\$5,848.00)
1.8	Erosion Control, Class 1D	SY	\$2.00	1,700.00	0.00	0.00	\$3,400.00	\$0.00	\$0.00	(\$3,400.00)
1.9	Sodding	SY	\$130.00	16.00	0.00	0.00	\$2,080.00	\$0.00	\$0.00	(\$2,080.00)
1.10	Temporary Erosion Control, Class 1D	SY	\$2.10	700.00	0.00	0.00	\$1,470.00	\$0.00	\$0.00	(\$1,470.00)
1.11	Rock Riprap, Type C	TN	\$121.00	120.00	128.75	128.75	\$14,520.00	\$15,578.75	\$15,578.75	\$1,058.75
1.12	Salvaging and Placing Topsoil on Riprap	SY	\$7.00	85.00	0.00	0.00	\$1,445.00	\$0.00	\$0.00	(\$1,445.00)
1.13	Adjust Valve Box to Grade	LS	\$300.00	3.00	0.00	0.00	\$900.00	\$0.00	\$0.00	(\$900.00)
1.14	Remove Driveway	SY	\$113.00	67.52	67.52	67.52	\$871.00	\$877.76	\$877.76	\$6.76
1.15	Remove Pavement	SY	\$11.00	314.00	337.77	337.77	\$3,454.00	\$3,715.47	\$3,715.47	\$261.47
1.16	Remove Existing Structure	EA	\$11,300.00	1.00	0.00	0.00	\$11,300.00	\$0.00	\$0.00	\$0.00
1.17	Remove Block Retaining Wall	EA	\$1,800.00	1.00	0.00	0.00	\$1,800.00	\$0.00	\$0.00	\$0.00
1.18	Mobilization	LS	\$23,800.00	1.00	0.00	0.00	\$23,800.00	\$0.00	\$0.00	(\$23,800.00)
1.19	Remove Manhole	EA	\$50.00	3.00	0.00	0.00	\$150.00	\$0.00	\$0.00	(\$150.00)
Paving Items										
2.1	8" Class 47B-3500 Concrete Pavement	SY	\$91.00	978.00	0.00	0.00	\$88,998.00	\$0.00	\$0.00	(\$88,998.00)
2.2	4" Foundation Course	SY	\$19.00	978.00	0.00	0.00	\$18,582.00	\$0.00	\$0.00	(\$18,582.00)
2.3	Subgrade Preparation	SY	\$8.30	978.00	0.00	0.00	\$8,117.40	\$0.00	\$0.00	(\$8,117.40)
2.4	Earth Shoulder Construction	STA	\$420.00	5.50	0.00	0.00	\$2,310.00	\$0.00	\$0.00	(\$2,310.00)
2.5	Water, Applied	MGAL	\$1.00	4.00	0.00	0.00	\$4.00	\$0.00	\$0.00	(\$4.00)
2.6	6" Class 47B-3500 Concrete Driveway	SY	\$92.00	133.00	0.00	0.00	\$10,906.00	\$0.00	\$0.00	(\$10,906.00)
2.7	5" Class 47B-3000 Concrete Bikeway	SY	\$77.00	202.00	0.00	0.00	\$15,554.00	\$0.00	\$0.00	(\$15,554.00)
2.8	Adjust Manhole to Grade	EA	\$527.00	2.00	0.00	0.00	\$1,054.00	\$0.00	\$0.00	(\$1,054.00)
2.9	Crushed Rock Surface Course	TN	\$78.00	8.00	0.00	0.00	\$624.00	\$0.00	\$0.00	(\$624.00)
2.10	Sawing Pavement	LF	\$8.00	64.00	64.00	64.00	\$512.00	\$512.00	\$512.00	\$0.00
2.11	Mobilization	LS	\$3,600.00	1.00	0.00	0.00	\$3,600.00	\$0.00	\$0.00	(\$3,600.00)
Culvert Items										
3.1	Excavation for Pipe, Pipe Arch Culverts, and Headwalls	CY	\$36.00	80.00	61.00	61.00	\$2,880.00	\$2,196.00	\$2,196.00	(\$684.00)
3.2	18" Storm Sewer Pipe, Type 1	LF	\$60.00	36.00	37.00	37.00	\$2,160.00	\$2,220.00	\$2,220.00	\$60.00
3.3	24" Storm Sewer Pipe, Type 1	LF	\$76.00	114.00	61.50	61.50	\$8,664.00	\$4,674.00	\$4,674.00	(\$3,990.00)
3.4	Crushed Rock Base Course	TN	\$134.00	137.00	177.00	177.00	\$18,358.00	\$0.00	\$0.00	\$5,360.00
3.5	Class 47B-4000 Concrete for Box Culvert	CY	\$781.00	418.00	10.00	418.00	\$326,458.00	\$7,810.00	\$326,458.00	\$0.00
3.6	Reinforcing Steel for Box Culvert	LBS	\$1.74	64,445.00	980.00	64,445.00	\$112,134.30	\$1,705.20	\$112,134.30	\$0.00
3.7	Class 47B-3000 Concrete for Collars	CY	\$2,770.00	0.63	0.00	0.00	\$1,745.10	\$0.00	\$0.00	(\$1,745.10)
3.8	Reinforcing Steel for Collars	LBS	\$4.00	45.00	0.00	0.00	\$180.00	\$0.00	\$0.00	(\$180.00)
3.9	Pipe Railing Fence	LF	\$69.00	180.00	0.00	0.00	\$12,420.00	\$0.00	\$0.00	(\$12,420.00)
3.10	Mobilization	LS	\$17,700.00	1.00	0.00	0.00	\$17,700.00	\$0.00	\$0.00	\$0.00
3.11	Temporary Shoring	LS	\$22,500.00	1.00	0.50	1.00	\$22,500.00	\$11,250.00	\$22,500.00	\$0.00
General Items										
4.1	Rental of Loader, Fully Operated	HR	\$55.00	10.00	0.00	0.00	\$550.00	\$0.00	\$0.00	(\$550.00)
4.2	Rental of Dump Truck, Fully Operated	HR	\$90.00	10.00	0.00	0.00	\$900.00	\$0.00	\$0.00	(\$900.00)
4.3	Rental of Skid Loader, Fully Operated	HR	\$100.00	10.00	0.00	0.00	\$1,000.00	\$0.00	\$0.00	(\$1,000.00)
4.4	Rental of Crawler Mounted Hydraulic Excavator, Fully Operated	HR	\$120.00	10.00	0.00	0.00	\$1,200.00	\$0.00	\$0.00	(\$1,200.00)
Change Order Items										
CO 1-1	6" MJ Tee, Restrained	EA	\$980.00	2.00	1.00	1.00	\$1,960.00	\$980.00	\$980.00	(\$980.00)
CO 1-2	8" MJ Plug	EA	\$350.00	2.00	1.00	1.00	\$700.00	\$350.00	\$350.00	(\$350.00)
CO 1-3	6" MJ 90° Bend, Restrained	EA	\$660.00	2.00	2.00	2.00	\$1,320.00	\$1,320.00	\$1,320.00	\$0.00
CO 1-4	8" x 6" Reducer, MJ, Restrained	EA	\$680.00	2.00	2.00	2.00	\$1,360.00	\$1,360.00	\$1,360.00	\$0.00
CO 1-5	8" DR 18 PVC Watermain, RJ, Bored	LF	\$121.00	275.00	232.00	232.00	\$33,275.00	\$28,072.00	\$28,072.00	(\$5,203.00)
CO 1-6	6" Wet Tie-In	EA	\$2,940.00	1.00	0.00	0.00	\$2,940.00	\$0.00	\$0.00	(\$2,940.00)
							\$863,667.80	\$102,406.78	\$668,671.88	-\$214,995.92

% of Total Project Complete 75.67%

Jerry Wilcox

From: Clint Simmons <simmonsinsuranceservices@gmail.com>
Sent: Monday, June 12, 2023 8:07 PM
To: Jerry Wilcox
Subject: Re: Claim

Follow Up Flag: Follow up
Flag Status: Completed

Jerry:

Fred and I had a chance to speak this afternoon and Fred felt a 15% depreciation was very generous and he said if it was him he would take the money. Especially coming from Dairyland, a payment of 85% seems reasonable in an indemnification claim that requires the insurance company to only pay ACV. Also, Fred mentioned, if the shoe was on the other foot and the city destroyed another person's property, the city's insurance (LARM) would never settle with replacement cost rather ACV.

Thanks
Clint Simmons

On Mon, Jun 12, 2023 at 5:08 PM Jerry Wilcox <jerry.wilcox@crete.ne.gov> wrote:

I sent it as an Exchange file, so you may not be able to open. Here is PDF.

Jerry Wilcox | Clerk-Treasurer

City of Crete | 243 East 13th Street

Crete, NE | 68333

☎ 402 826-4313 | 📠 402 826-4334

✉ jerry.wilcox@crete.ne.gov



From: Clint Simmons <simmonsinsuranceservices@gmail.com>

Sent: Monday, June 12, 2023 4:56 PM

To: Jerry Wilcox <jerry.wilcox@crete.ne.gov>

Cc: Wendy Thomas <wendy.thomas@crete.ne.gov>

Subject: Re: Claim

I don't see any email chain. Could you send that to me?

On Mon, Jun 12, 2023 at 4:14 PM Jerry Wilcox <jerry.wilcox@crete.ne.gov> wrote:

Clint,

Here is the information on the claim we spoke of on the phone:

- Invoice to Viking Insurance
- Letter from Dairyland
- Tapco equipment costs

I have also included the email chain related to this claim.

I did not send the accident report or pictures to Dairyland t any point, but did get them from PD for you today.

Let me know if there is any other information you might require.

Jerry Wilcox | Clerk-Treasurer

City of Crete | 243 East 13th Street

Crete, NE | 68333

☎ 402 826-4313 | 📠 402 826-4334

✉ jerry.wilcox@crete.ne.gov



--

Thank You

Clint Simmons

Simmons Insurance Services

308-380-1419

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

--

Thank You

Clint Simmons

Simmons Insurance Services

308-380-1419

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

April 26, 2023

0003539

Dairyland

Claim Number: 96A139963-877
Insured: PURITY ORTIZ
Claimant Name: CRECE CITY
Date of Loss: 04/25/2023

CRECE CITY
243 E 13TH ST
CRETE NE 68333-2238



MAY - 1 2023

This letter is to acknowledge receipt and to let you know I'll be handling the above-listed claim. Whenever you reach out to me, please reference the claim number so I can assist you more quickly.

This letter is not an acceptance of liability or promise of any payment. I'm currently working to contact all involved parties and complete our investigation.

Our insured's policy provides liability coverage which, among other coverages, includes property damage and rental reimbursement. Please be mindful that if you're making a claim for property damage that Viking Insurance Company of Wisconsin has the right to inspect the property prior to being repaired. Also, you should discuss any claim for rental reimbursement with us to obtain rental guidelines. It's your responsibility to mitigate all damages, and your claim may be reduced by the percentage of fault attributable to you.

If we haven't already connected, please contact me via mail, email, or phone to discuss the claim.

Thank you,

Colette guzman

Colette Guzman, Claims Representative I
Viking Insurance Company of Wisconsin
A Member of the Sentry Insurance Group
563-459-5172 Phone
888-729-2225 Fax
Colette.Guzman@sentry.com

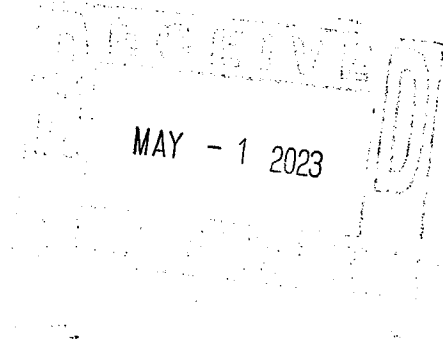


April 26, 2023



Claim Number: 96A139963-877
Insured: PURITY ORTIZ
Date of Loss: 04/25/2023

CRECE CITY
243 E 13TH ST
CRETE NE 68333-2238



We have been notified of the above loss and have begun our investigation to determine coverage and liability. Until our investigation is completed, we are unable to consider compensation for your damaged property. Please understand that since you were involved in an automobile accident you have the responsibility to take reasonable measures to mitigate your damages and prevent further loss, regardless of who is ultimately found to be at fault.

If your vehicle is incurring storage charges, please contact us immediately as we may be able to assist with moving the vehicle to a fee free location. If we do not speak with you or are unable to assist with the relocation of your vehicle, please take steps on your own to have it moved to your residence or another fee free location. Please also consider whether minor temporary repairs can be made to allow for the continued safe use of your vehicle.

You may be entitled to rental reimbursement or expenses related to the loss of use of your automobile resulting from this accident. Please contact us before you obtain a rental vehicle so we can assist you with the necessary arrangements. If we are unable to authorize a rental at this time you should take steps to prevent further loss, which may include filing the claim with another insurance carrier or your own insurance carrier.

Please review the following conditions as they apply to rental reimbursement or loss of use of your automobile:

- All expenses incurred must be reasonable and necessary. We will not pay for time when your vehicle is considered safely driveable.
- We will pay only for the time reasonably necessary to repair or replace your damaged vehicle.
 - If your vehicle is thought to be repairable, that time will be based on the number of repair hours indicated on the estimate that we approved. This does not include time waiting for parts while your vehicle is considered safely driveable. Before turning your vehicle over to your shop for repairs, be sure all parts have been received and that your shop will be able to proceed with the repairs without delay. You are responsible for overseeing the repairs to your vehicle and ensuring that those repairs are completed on schedule as we will not be responsible for shop delays. If additional damage is found once repairs have started that will increase the number of repair days, you must notify us immediately. Rental availability can vary so please provide us with plenty of advance notice once you have scheduled repairs to ensure a positive rental experience.



- If your vehicle is deemed a total loss, the duration of any rental or loss of use will be reviewed based on the facts of the claim and the state where the loss occurred. Please contact your adjuster immediately to discuss. You should also begin the process of searching for your permanent replacement vehicle at this time.
- We are unable to reimburse the costs of gasoline purchases, mileage, insurance charges or other expenses you would normally have with the regular use of your own vehicle, unless legally obligated to do so or otherwise specified by your claims representative.

Failure to follow the above guidelines for your alternate transportation needs may result in expenses not being paid. Please contact the undersigned for any additional questions as it relates to mitigating your damages.

Colette Guzman

Colette Guzman, Claims Representative I
Viking Insurance Company of Wisconsin
A Member of the Sentry Insurance Group
563-459-5172 Phone
888-729-2225 Fax
Colette.Guzman@sentry.com



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/26/2023

SALES QUOTE NUMBER

Q23006771

CUSTOMER NO.

C50742

Page: 1

BILL TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

SHIP TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	ABF Quoted	Net 30 DAYS	Kieven Sperry	5/25/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
Knockdown/Replacement for SO527659:				
500029 Controller, 12V, 108045, Hollow, Radio	Each	1	1,380.00	1,380.00
142048 Universal Cabinet Mounting Bracket, SOP Cabinets 108766, 108045, 120652, Includes U-Bolt Hardware	Each	1	140.00	140.00
SLR-55-B 65W/12V Solar Panel Package, Top Of Pole Mount 4.5 Dia.	Each	1	505.00	505.00
101494 Battery, Universal battery, Solar 12V 50Ah AGM UB12500 - Internal Thread	Each	1	260.00	260.00
141349 RRFB, 12V, Assembly with Universal Mounting Kit	Each	2	460.00	920.00
101620 Push Button Bulldog Add-On Option Kit Yellow, With LED	Kit	1	188.00	188.00
373-05073 S1-1,30"x30" DG3 FYG,School Crossing (Symbol) Fed Spec Sign	Each	2	115.00	230.00
373-01757	Each	1	38.00	38.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

4/26/2023

SALES QUOTE NUMBER

Q23006771

CUSTOMER NO.

C50742

Page: 3

BILL TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

SHIP TO

City of Crete
243 East 13th Street
Crete, NE 68333
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	ABF Quoted	Net 30 DAYS	Kieven Sperry	5/25/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
or obstructions				
3200-0000 FREIGHT SALES		1	700.00	700.00

Subtotal:	5838.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	5,838.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



CITY OF CRETE
 243 East 13th Street
 PO Box 86
 Crete NE 68333-0086
 Phone: (402) 826-4313

INVOICE

Date	Invoice #
05/19/2023	2008

Bill To: VIKING INSURANCE COMPANY OF WISCONS
 PO BOX 8042
 STEVENS POINT WI 54481

Customer No. 1734

Contact: COLETTE GUZMAN

Terms: Due on Receipt

CLAIM #96A139963-877

Description	QTY	Unit Price	Net Amount
STREETS-RESOLD MATERIAL - TAPCO	1.00	5,838.00	5,838.00
STREETS-RESOLD LABOR	18.00	40.00	720.00
STREETS SALES TAX	1.00	491.85	491.85
CLAIM #96A139963-877 325 EAST 9TH STREET PEDISTRIAN CROSLING LIGHTS PURITY ORTIZ TAPCO QUOTE #Q23006771			
Balance Due			7,049.85



DEPARTMENTS OF PUBLIC WORKS UNCOLLECTED ACCOUNTS

YEAR	ELECTRIC	WATER	SEWER	SOLID WASTE	WTR IMP.	TOTAL DUE
2015	\$ 7,012.67	\$ 597.88	\$ 298.78	\$ -	\$ -	\$ 7,909.33
2016	\$ 9,593.69	\$ 704.64	\$ 940.81	\$ -	\$ -	\$ 11,239.14
2017	\$ 11,725.84	\$ 934.21	\$ 2,399.43	\$ 71.72	\$ 10.70	\$ 15,141.90
						\$ -
	\$ 28,332.20	\$ 2,236.73	\$ 3,639.02	\$ 71.72	\$ 10.70	\$ 34,290.37

Submitted 6/23/2023

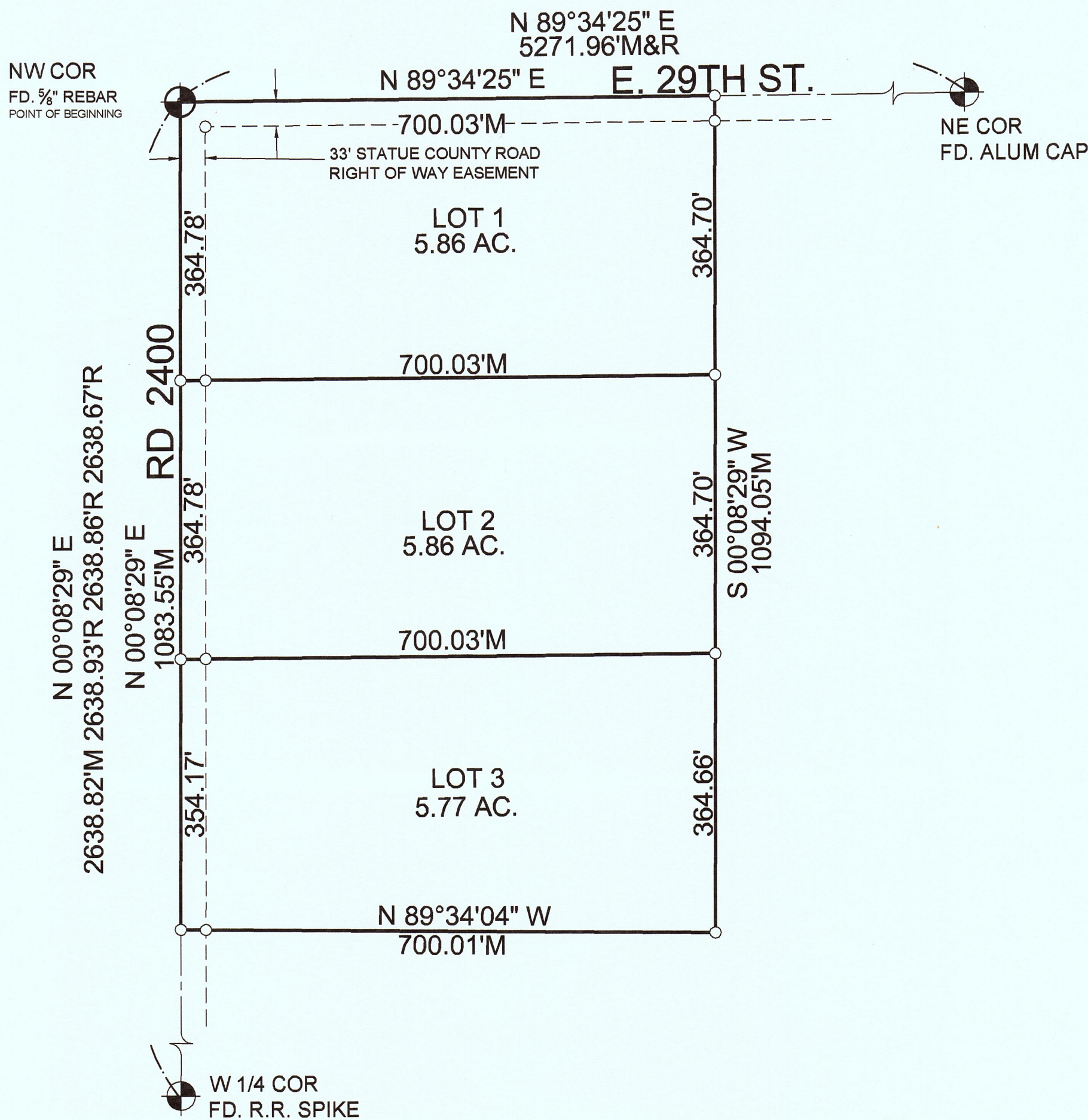
\$ 34,290.37

TO Tom Ourada, City Administrator

CLOVER RIDGE ADDITION

AN ADMINISTRATIVE SUBDIVISION

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 25 T8N R4E OF THE 6TH P.M.,
SALINE COUNTY, NEBRASKA.



- LEGEND**
- M = Measured
 - P = Platted
 - R = Recorded
 - G = Orig. Gov't Distance
 - O = Set 5/8" Rebar & Cap
 - = Fd. 5/8" Rebar
 - △ = Temporary Point
 - ⊕ = Section Corner

LEGAL DESCRIPTION

A LEGAL DESCRIPTION OF "CLOVER RIDGE ADDITION", BEING A PART OF THE N.W. 1/4 OF SECTION 25 T8N R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA.

COMMENCING AT THE N.W. CORNER OF THE NW 1/4 OF SECTION 25 T8N R4E, AND THE POINT OF BEGINNING, THENCE NORTH 89°34'25" EAST, (A SALINE COUNTY LDP BEARING) ON THE NORTH LINE OF THE NORTHWEST 1/4, A DISTANCE OF 700.03 FEET; THENCE SOUTH 00°08'29" EAST, AND PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1094.05 FEET; THENCE NORTH 89°34'04" WEST, A DISTANCE OF 700.01 FEET, TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4; THENCE NORTH 00°08'29" EAST, ON SAID WEST LINE, A DISTANCE OF 1083.55 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 762,165.94 SQUARE FEET OR 17.497 ACRES.

WE, GEORGE A. LEAVITT, AND BARBARA J. LEAVITT THE SOLE OWNER(S) OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY APPROVE FINAL PLAT OF "CLOVER RIDGE ADMINISTRATIVE SUBDIVISION", LOCATED IN THE N.W. 1/4 OF SECTION 25 T8N R4E OF THE 6TH P.M., SALINE COUNTY, NEBRASKA. THIS SUBDIVISION IS ALSO SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, AS OF THE LAST DATE SHOWN HEREON.

SIGNED THIS 5 DAY OF June, 2023
George A. Leavitt *Barbara J. Leavitt*
 GEORGE A. LEAVITT BARBARA J. LEVITT

ACKNOWLEDGEMENT OF NOTARY

STATE OF Nebraska
 COUNTY OF Saline)ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5 DAY OF June, 2023

BY GEORGE A LEAVITT, AND BARBARA J. LEAVITT

NOTARY SEAL GENERAL NOTARY - State of Nebraska
 SHAYLENE M. SMITH
 My Comm. Exp. September 22, 2026

SIGNATURE OF NOTARY PUBLIC
[Signature]

SURVEYORS CERTIFICATE

I, DEREK A. BEENBLOSSOM, A REGISTERED LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME ON MARCH 19, 2023, AND THAT ALL DIMENSIONS ARE IN FEET, AND DECIMALS OF A FOOT, ALL CURVILINEAR DISTANCES ARE SHOWN IN CHORD DISTANCE, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

SIGNED THIS 14TH DAY OF APRIL, 2023.
Derek A. Beenblossom
 DEREK A. BEENBLOSSOM RLS 570

ALLEN SURVEYING SERVICES LLC
 1128 MAIN AVE. 6412 KEARNEY AVE.
 CRETE, NE 68333 LINCOLN, NE 68507
 402-826-4620 402-466-4366



CITY OF CRETE CITY COUNCIL

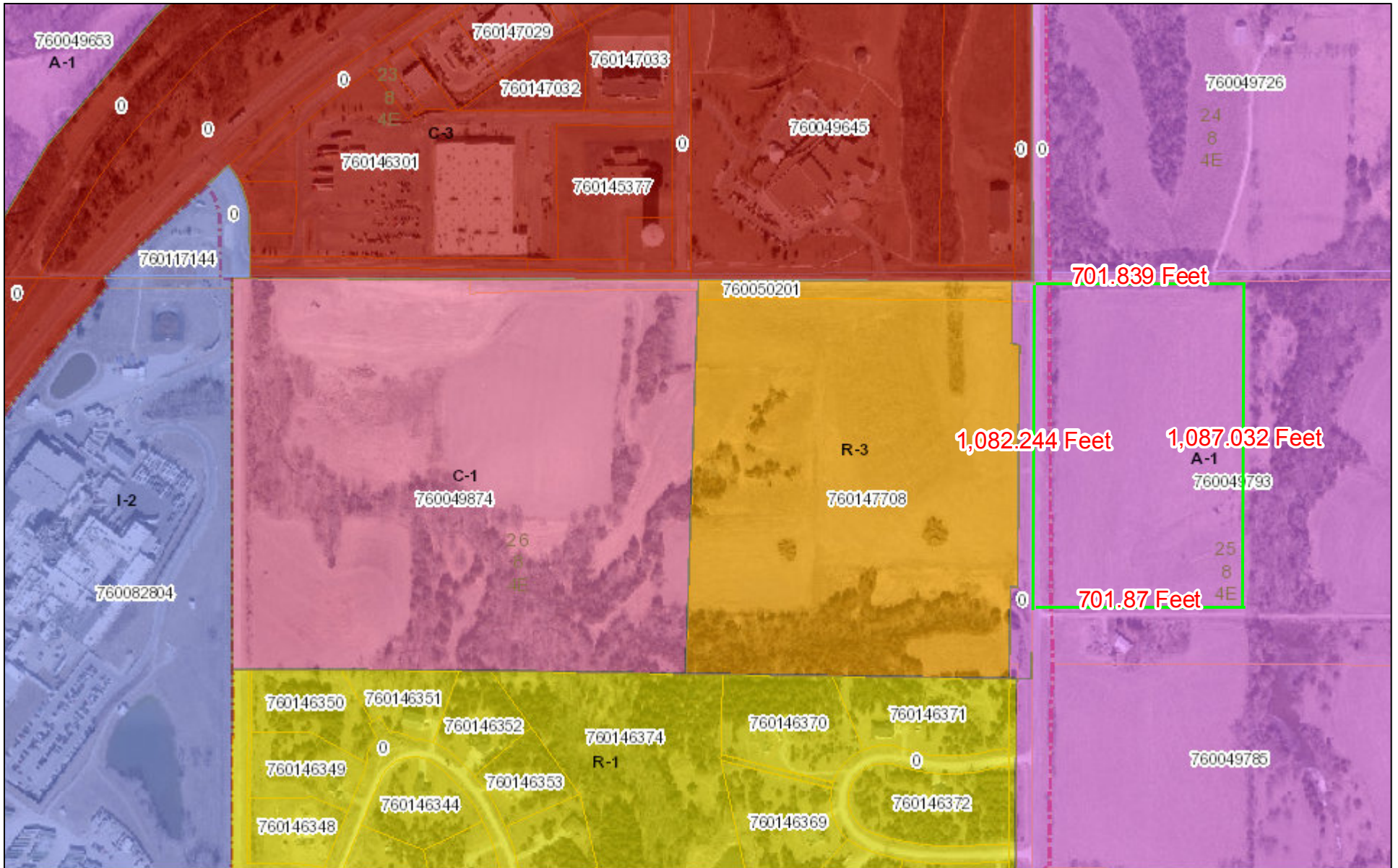
THIS PLAT OF "CLOVER RIDGE ADDITION" AS DESCRIBED IN THE THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 20____.

MAYOR _____ ATTEST: _____
 CITY CLERK

APPROVAL OF ZONING ADMINISTRATOR

THIS PLAT OF "CLOVER RIDGE ADDITION" AS DESCRIBED IN THE THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____, 20____.

ZONING ADMINISTRATOR _____



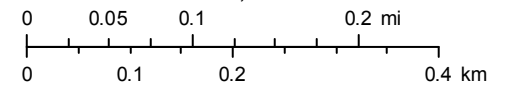
June 28, 2023
14:48 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:7,332

Zoning Boundaries

- | | | | | |
|-----|-----|-----|-----|-------------------------|
| A-1 | C-2 | I-2 | R-2 | Corp Limits |
| C-1 | C-3 | P | R-3 | 2-mile ETJ |
| | I-1 | R-1 | R-4 | Parcels (Saline County) |



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

Full Name	Title	Ownership Percentage
MARY KRUPICKA (MAGIC MIRROR)	OWNER	100%

Which type of assistance is the entity applying for?

Grant Loan Guarantee If so, Lender? _____ Other

Explain: Refinishing Front of Store

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

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

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

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

If yes, please explain: DTR

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

Number of Existing Full-Time Equivalent Employees: Building presently empty

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

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

Yes No

If no, please explain: _____

Does the Company Employ Any Seasonal Employees? Yes No

If Yes, How Many: _____

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

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

*Bldg will have all four windows Replaced
awning is to be removed
Sign will be removed
Painting around new windows*

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$	\$
Renovation/Rehabilitation	\$ 14,550.00	\$ 7,275.00
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 14,550.00	
	Total LB840 Funds Requested:	\$ 7,275.00

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: _____

Loan Amount: _____ Loan Term (Years): _____

Amount Injected Into the Project by Business/Partners/Owners:

Other Funding Source(s) and Amount(s): _____

C. PROJECT LOCATION:

Within the Crete City Limits? Yes No
 Within the Crete Two-Mile Jurisdiction? Yes No
 Land Owned by the City of Crete? Yes No
 Not Located in Crete but for area benefit? Yes No

If Not in City Jurisdiction, please explain local benefit:

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

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

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

E. APPLICANT SIGNATURE:

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


 Applicant's Signature

2/12/23
 Date

United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

PRINT NAME MELVIA G. KEMPALA
(first, middle, last)

SIGNATURE Melvia G. Kempala

DATE 2/13/23

INVOICE

Wilber Window and Doors
202 south wilson
wilber, NE 68465

wwd2482@windstream.net
402-821-2482

Mel Krupicka

Bill to
Mel Krupicka
111 Cedar Drive
Crete, NE 68333

Ship to
Mel Krupicka
1228 Main
Crete, NE 68333

Invoice details
Invoice no.: 1995
Invoice date: 01/01/2023
Terms: Net 30
Due date: 01/31/2023

Product or service	Amount
1. Sales 4 bronze exterior white interior fixed over double hung Hayfield 801 windows 31 .5 x 101.5	4 x \$1,205.00 \$4,820.00
2. Labor install up stairs windows	4 x \$175.00 \$700.00
3. Labor remove sign and awning	1 x \$4,250.00 \$4,250.00
4. Labor fork lift rental	1 x \$325.00 \$325.00
5. Labor coil exterior of windows	1 x \$550.00 \$550.00

Subtotal \$10,645.00

Sales tax \$361.50

Total \$11,006.50

Overdue 01/31/2023

*PA
CK # 4127
3/16/23
Am't \$11,006.50*

ISN: 104910795
 Date: 04/18/2023
 Start Time: 10:57:44 AM
 Amount: 50.00
 Branch: 11
 Account Number: 11398917
 Teller: 63
 DDA Credit
 Deposit

Comments:

RT: 104910795 TC: 9

4/18/2023 \$50.00 0

CHECKING DEPOSIT - CREDIT TRANSACTION FORM

CLIP ACCOUNT NAME: MELVIN KRUPICKA SIGN HERE
 COLLARS: 5000.00
 COINTE: 00

ACCOUNT NUMBER: 11398917
 BANK CODE: 009 \$
 TOTAL DEPOSIT: 5000.00

RT: 104910795 TC: 9

4/18/2023 \$5,000.00 0

MELVIN G KRUPICKA 78-10781048 4127
 111 CEDAR RD.
 CRETE, NE 68333
 DATE: 3/14/23

PAY TO: *Melissa Windsor & Doreen* \$11,006.50
 FROM: *Elmer Housner & Six Dollars*

UBT Union Bank & Trust
 Union Bank & Trust
 MEMO: *cash mvt* *Melvin Krupicka*

⑆104910795⑆ 1139 8917⑈ 4127

4127 - \$11,006.50 - 3/27/2023

MELVIN G KRUPICKA 78-10781048 4128
 111 CEDAR RD.
 CRETE, NE 68333
 DATE: 4/10/23

PAY TO: *Heartland Tax* \$250.00
 FROM: *Two Hundred Fifty Dollars*

UBT Union Bank & Trust
 Union Bank & Trust
 MEMO: *Tax* *Melvin Krupicka*

⑆104910795⑆ 1139 8917⑈ 4128

4128 - \$250.00 - 4/10/2023

MELVIN G KRUPICKA 78-10781048 4129
 111 CEDAR RD.
 CRETE, NE 68333
 DATE: 4/11/23

PAY TO: *Solus La Transac* \$439.80
 FROM: *Five Hundred Thirty-nine and 80/100*

UBT Union Bank & Trust
 Union Bank & Trust
 MEMO: *Avaa mv* *Melvin Krupicka*

⑆104910795⑆ 1139 8917⑈ 4129

4129 - \$439.80 - 4/11/2023

Invoice



Donis Painting LLC
PO Box 577
Crete, NE 68333
(402) 405-4594 (402) 418-2782

DATE:06
bn/05/2023

Invoice

Invoice

1228 Main Street
Crete, NE

Salesperson

Donel Donis

Scrape the building as needed.

Apply primer and finish paint to the building

4 colors

SUBTOTAL **\$3,500.00**

Deposit **\$00.00**

TOTAL **\$3,500.00**

**BALANCE DUE UPON
COMPLETION: \$3,500.00**

This invoice includes labor, materials, and clean up. Final payment due upon completion of job.

Signature:

Pinnacle Bank		DESCRIPTION	DOLLARS	CENTS
3-1-23		DEPOSIT	1000	00
500400919				
Magic Mirror				
TOTAL DEPOSIT		\$	1,000	00
155000*10024				009

03/01/2023

\$1,000.00

MAGIC MIRROR		4765	
MARY J OR MELVIN KRUPICKA		7612911048	
111 CEDAR HIGHL		3/22/23	
CMTL NE 8233-3314		DATE	
PAID BY <i>Davis Printing LLC</i>		\$ 2,000.00	
<i>Two thousand dollars</i>		AMOUNT	
Pinnacle Bank		DATE	
111 CEDAR HIGHL		3/22/23	
CMTL NE 8233-3314		DATE	
PAID BY <i>Bank of Deposit</i>		<i>Melvin Krupicka</i>	
111 CEDAR HIGHL		DATE	
CMTL NE 8233-3314		DATE	
155000*10024		4765	

03/22/2023

4765 \$2,000.00

MAGIC MIRROR
MARY J OR MELVIN KRUPICKA
111 CEDAR ROAD
CRETE, NE 68333-3234

4766
76-1391/1049

PAY TO THE
ORDER OF

6/5/23 DATE
Donis Printing LLC

\$1500.00

Fifteen hundred dollars

DOLLARS



Pinnacle Bank
Crete, Nebraska 68333
(402) 626-2121 or Toll Free 1-800-807-9718
www.pinnaclebank.com

FOR

1228 MAIN

Melvin Krupicka

⑆104913912⑆0500400919⑆ 4766

DDA Debits - 6/9/2023

-TranDt=06/08/23-Inst=UNION BANK & TRUST COMPANY
-RtNum=>104910795<-ItemNum=000284442492

-TranDt=06/08/23-Inst=UNION BANK & TRUST COMPANY
-RtNum=>104910795<-ItemNum=000284442492

Checked to the amount of the notes
issued herein, in accordance with the
payment instructions. Absence of
endorsement constitutes
UNION BANK AND TRUST CO.
LINCOLN, NEBRASKA

DDA Debits - 6/9/2023

Cost of Disconnect of Store
Front Sign. \$50.⁰⁰

Electrician - BRANCH DEVIAS

Disconnect of Sign done
on 1/18/23.

Paid by Cash.
mhs



CRETE PLANNING COMMISSION MEETING

June 26th, 2023 at 7:00 PM
Crete City Hall, 243 East 13th Street

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

Brent Cole:	Absent
Ryan Jindra:	Absent
Justin Kozisek:	Absent
Jeff Wenz:	Absent
Dave Jurena:	Present
Scott Kunch:	Present
Tom Ourada:	Present
Jay Quinn:	Present
Drew Rische:	Present
Jennifer Robison:	Present

Present: 6, Absent: 4.

Jay Quinn was not present during the roll call but arrived and voted when closing the first public hearing.

3. Items of Business

3.A. Approve Planning Commission Minutes

Approved Planning Commission Minutes Carried with a motion by Jennifer Robison and a second by Drew Rische.

Dave Jurena: Aye, Scott Kuncl: Aye, Tom Ourada: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 5, No: 0

3.B. Public Hearing to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-1 to R-3 from Dittmer & Dittmer, LLC. a parcel of land being a portion of land located in the North 1/2, of the northeast 1/4 section 26, T8N, R4E of the 6th P.M., Crete, Saline County, Nebraska.

Opened Public Hearing at 7:01 p.m. to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-1 to R-3 from Dittmer & Dittmer, LLC. a parcel of land being a portion of land located in the North 1/2, of the northeast 1/4 section 26, T8N, R4E of the 6th P.M., Crete, Saline County, Nebraska. Carried with a motion by Scott Kuncl and a second by Drew Rische.

Dave Jurena: Aye, Scott Kuncl: Aye, Tom Ourada: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 5, No: 0

Land owner Ron Dittmer stated that this is the last leg of the process. City Administrator Tom Ourada stated that next month the final plat will be presented. This proposed zoning change is from C-1 to R-3. There will be a multifamily building that is going to be senior living.

Closed Public Hearing at 7:06 p.m. to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-1 to R-3 from Dittmer & Dittmer, LLC. a parcel of land being a portion of land located in the North 1/2, of the northeast 1/4 section 26, T8N, R4E of the 6th P.M., Crete, Saline County, Nebraska. Carried with a motion by Scott Kuncl and a second by Drew Rische.

Dave Jurena: Aye, Scott Kuncl: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 6, No: 0

3.C. Consider a recommendation to the City Council on the Petition To Amend The Zoning Ordinance from Dittmer & Dittmer, L.L.C.

Recommend to the City Council on the Petition To Amend The Zoning Ordinance from Dittmer & Dittmer, L.L.C. Carried with a motion by Jennifer Robison and a second by Scott Kuncl.

Dave Jurena: Aye, Scott Kuncl: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 6, No: 0

3.D. Public Hearing to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-2 to R-3 from Crete Lumber & Farm Supply for Parcels 760009570, 76012991, 7601148366, all in blocks 21 and 168, Original Town, City of Crete, Saline County, Nebraska.

Opened Public Hearing at 7:11pm to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-2 to R-3 from Crete Lumber & Farm Supply for Parcels 760009570, 76012991, 7601148366, all in blocks 21 and 168, Original Town, City of Crete, Saline County, Nebraska. Carried with a motion by Drew Rische and a second by Jay Quinn.

Dave Jurena: Aye, Scott Kuncel: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 6, No: 0

City Administrator Tom Ourada stated that years ago there had been a possibility for DHHS to have offices in that area. However, that never happened. Now the proposed zoning change is from C-2 to R-3 for multifamily dwellings. This does fit the characteristics of the existing area and neighborhood.

Closed Public Hearing at 7:16 p.m. to hear testimony in favor of, in opposition to and to answer questions in relation to a proposed zoning change from C-2 to R-3 from Crete Lumber & Farm Supply for Parcels 760009570, 76012991, 7601148366, all in blocks 21 and 168, Original Town, City of Crete, Saline County, Nebraska. Carried with a motion by Drew Rische and a second by Jay Quinn.

Dave Jurena: Aye, Scott Kuncel: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 6, No: 0

3.E. Consider a recommendation to the City Council on the Petition To Amend The Zoning Ordinance from Crete Lumber & Farm Supply.

Recommend to the City Council on the Petition to Amend the Zoning Ordinance from Crete Lumber & Farm Supply. Carried with a motion by Jennifer Robison and a second by Drew Rische.

Dave Jurena: Aye, Scott Kuncel: Aye, Tom Ourada: Aye, Jay Quinn: Aye, Drew Rische: Aye, Jennifer Robison: Aye

Aye: 6, No: 0

4. Officers' Reports

-Drew Rische asked if there would be apartment buildings being built.

- City Administrator Tom Ourada commented that there will be a senior living apartment building built. The rent will be capped on these apartments.

- Some of the people moving into those apartments will be moving out of their homes and that will open up those homes for families.

City Administrator Tom Ourada commented that next month the preliminary and final plat will be presented and the utility info.

Ron Dittmer mentioned that they will have the floor plan ready as well.

Scott Kuncel asked the City Clerk/Treasurer Jerry Wilcox if they could all get updated planning commission member contact information.

5. Adjournment

The meeting adjourned at 7:20pm

Crete Nebraska Permit Log

B23	12	Nestle Purina	Lehr Construction	\$ 1,699.80	4/25/2023	\$	743,740	New Electrical Room	2305 NE-33
B23	13	Pedro Garcia	Owner	\$ 60.84	3/23/2023	\$	8,000	Reroof	2200 Hawthorne #36
B23	14	Jerardo Quintana	Owner	\$ 45.07	3/27/2023	\$	16,000	Replace window and Add Bathroom	1121 Ivy
B23	15	Sack Lumber	Owner	\$ 601.00	3/29/2023	\$	168,352	New Home	2215 Fairway
B23	16	Sack Lumber	Owner	\$ 612.00	3/29/2023	\$	173,447	New Home	2245 Fairway
B23	17	Phillip Peck	Owner	\$ 48.00	3/29/2023	\$	5,000	Finish Basement Walls, Front Steps	741 Juniper
B23	18	Ron Dittmer	Crete Lumber	\$ 48.00	3/29/2023	\$	3,000	Replace 3 Windows	2490 Forest
B23	19	Karmen County	Owner	\$ 27.00	4/11/2023	\$	2,000	Driveway approach	807 Grove
B23	20	Mark Boldt	Derkson Sheds	\$ 52.28	4/13/2023	\$	5,150	New Shed	1800 Saint Andrews
B23	21	Dale Strehle	Rock Creek Construction	\$ 124.29	4/12/2023	\$	22,825	House Addition	115 W. 24th
B23	22	Craig Hoppes	Owner	\$ 99.35	4/12/2023	\$	17,000	Garage Accessory Building	2005 Blossom
B23	23	Byron Lyman	Brian Hatterman	\$ 65.12	4/14/2023	\$	9,724	Deck Access to 2nd floor	1425 W. 11th
B23	24	Jason Svarc	Cardinal Custom	\$ 240.60	5/2/2023	\$	50,000	Office addition crete truck wash	1375 Blue Acres Dr.
B23	25	Marco Florez	Owner	\$ 27.00	4/19/2023	\$	2,000	Concrete around house	750 W. 13th
B23	26	Lamon Wiksell	Concrete Doctor	\$ 27.00	4/9/2023	\$	1,656	Slab for garage	506 Linden
B23	27	J.J. & Tristen Shaw	Bill Davis	\$ 654.98	4/20/2023	\$	193,454	New Home	2410 Myhill
B23	28	Elizabeth Borrango	David Cruz	\$ 90.80	4/20/2023	\$	15,000	Repair roof	1622 Juniper
B23	29	Jessy Lopez	Owner	\$ 48.00	4/20/2023	\$	4,500	Shed and Pergola	1922 Eastgate Dr
B23	30	College Heights CC	Vermass Construction	\$ 67.25	4/20/2023	\$	9,500	Golf cart garage	1225 E. 4th
B23	31	Julio Bolanos	Owner	\$ 27.00	4/21/2023	\$	828	Add to Driveway	547 Michelle
B23	32	Jame Harmen	Estacy (Trasher)	\$ 69.40	4/21/2023	\$	9,928	Egress Window	1435 Doane Dr.
B23	33	Nestle Purina	G.E. Riddiford Corp.	\$ 1,465.72	4/25/2023	\$	546,700	Replace roof	2305 E. Hwy 33
B23	34	Craig Fey	Owner	\$ 27.00	4/24/2023	\$	1,500	Garden Shed	627 Boswell
B23	35	Lee Krasser	Owner	\$ 27.00	4/24/2023	\$	2,500	Enclose existing pole building	1725 Grove
B23	36	Tasty Good Toffee	Becker Industries	\$ 182.81	4/25/2023	\$	36,500	Remodel	1230 Main
B23	37	Elven Flores	Owner	\$ 69.39	4/28/2023	\$	10,000	Remodel	716 Norman
B23	38	Tom Ourada	Owner	\$ 74.40	5/1/2023	\$	11,000	Deck	1130 E. 13th
B23	39	Humberto Sandoval	Bonifacio Vincente	\$ 56.55	5/2/2023	\$	7,000	New Roof over Mobile Home	1940 Kingwood #9
B23	40	Jerome Kent	MK Builders	\$ 705.34	5/4/2023	\$	216,982	New Home	1260 Lakeshore Dr.
B23	41	Deysi Mendoza Colindres	Owner	\$ 27.00	5/9/2023	\$	1,000	Add to shed	642 Briar
B23	42	Pedro Simon Lorenzo	Owner	\$ 114.47	5/9/2023	\$	20,523	Basement Finish	1621 Juniper
B23	43	Pending							
B23	44	Benjamin Espinoza	Owner	\$ 48.00	5/12/2023	\$	2,162	New Deck	740 E. 17th
B23	45	Erik Brockway	Owner	\$ 27.00	5/17/2023	\$	1,511	Driveway	755 Goldenrod
B23	46	Elizabeth Borrango	Owner	\$ 48.00	5/19/2023	\$	4,500	Replace windows	1622 Juniper
B23	47	Greg Hier	Owner	\$ 48.00	5/22/2023	\$	2,305	Front Porch	1020 Crestline
B23	48	Virginia Escobar	Owner	\$ 27.00	5/26/2023	\$	2,000	Window and Roof Replace	1925 Boswell
B23	49	Concepcion Murrigo	Owner	\$ 77.80	5/26/2023	\$	11,962	New Garage	1743 Main
B23	50	Julia Kuarcas	Vincento Huartado	\$ 56.55	6/1/2023	\$	7,000	Reroof mobile home/Deck	2200 Hawthorne #23
B23	51	Lazaro Lopez	Home Depot	\$ 48.00	6/6/2023	\$	2,467	Replace 2 windows	225 S. Boswell
B23	52	Guilio Penate	Owner	\$ 27.00	6/9/2023	\$	2,000	Replace 2 windows	1141 Unona
B23	53	Victor Alacorn	Owner	Waived	6/20/2023	\$	500	Ada sidewalk ramp at street	1107 Norman
B23	54	Mary Farrington Brown	Owner	\$ 48.00	7/3/2023	\$	3,828	Derksen Shed	547 CR 2400