

Crete City Council Regular Meeting
Tuesday, March 5, 2024 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. February 20, 2024 City Council Minutes
- 3.A.2. February 20, 2024, Legislative Economic Development Committee Minutes
- 3.A.3. February 20, 2024 Public Works Committee Minutes
- 3.A.4. February 8, 2024 Airport Advisory Board Minutes
- 3.A.5. February 22, 2024 ED Advisory Board Minutes

3.B. Accept the City Treasurer's Report

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

3.D. Accept the findings from the Risk Manager on claim against the city on Longwood Ave.

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 Liquor License for new Manager for VFW

- 4.A.1. Consider a recommendation to the Liquor Control Commission on the Liquor License for new Manager for VFW.

4.B. Public Hearing for a Retail Liquor License from Smokin' Liquor LLC 1229 Main Ave, Crete, NE 68333.

- 4.B.1. Consider a recommendation to the Liquor Control Commission on the Retail Liquor License from Smokin' Liquor LLC, 1229 Main Ave, Crete, NE 68333.

- 4.C. Review the Airport 2024 Project list.
- 4.D. Consider 911 communications structure
- 4.E. Consider selling City farm.
- 4.F. Consider purchasing a new phone system.
- 4.G. Consider enacting Ordinance No. 2195 To Amend Section 10-127 of the Crete Municipal Code to appoint both the City Administrator and City Clerk as agent for the City in making a recommendation and approval or denial for Special Designated Licenses in the City of Crete, Nebraska.
- 4.H. Consider adopting Resolution 2024-03 Master Fee Schedule
- 4.I. Consider the Saline County Ag Society Lease for Tuxedo Park
- 4.J. Consider the Medical Utility Hold form.
- 4.K. Consider the Ricoh IM C2510 with eGoldfax & (RSI Software) Proposal
- 4.L. Consider the claim for sewer back-up on 15th St.
- 4.M. Consider amending the Crete Infrastructure Material Specifications and Testing Requirements
- 4.N. Consider enacting Ordinance 2196 Amending Salaries and Wages In Ordinance 2177, 2189, and 2193
- 4.O. Consider the LB840 Loan Guarantee application for \$300,000.00 for the Blue River Arts Council.
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 REGULAR MEETING

February 20th, 2024 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

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

Present: 6.

3. Consent Agenda

Approved Consent Agenda Carried with a motion by Dale Strehle and a second by Dan Papik.
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dan Papik: Aye, Dale Strehle: Aye
Aye: 6, No: 0

3.A. Approve Meeting Minutes

- 3.A.1. February 6, 2024 City Council Minutes**
- 3.A.2. February 6, 2024 Finance Committee Minutes**
- 3.A.3. February 6, 2024 Legislative Economic Development Committee Minutes**
- 3.A.4. February 6, 2024 Park and Rec Committee Minutes**
- 3.A.5. February 6, 2024 Personnel Committee Minutes**
- 3.A.6. February 6, 2024 Public Safety Committee Minutes**
- 3.A.7. February 6, 2024 Public Works Committee Minutes**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.D. Approve Cline Williams invoices totaling \$1,088.00**
- 3.E. Approve COR 015: Crete Isis phase I in the amount of \$766.00**
- 3.F. Approve COR 002: Crete Isis Phase 2 in the amount of \$255,500.**
- 3.G. Approve the Mayor's appointment of Carely Adame to the Planning Commission.**

4. Items of Business

4.A. Public Hearing on the proposed One Year and Six Year Street Improvement Program.

Opened the Public Hearing on the proposed One Year and Six Year Street Improvement Program at 6:02 p.m. City Administrator Tom Ourada stated that this is to comply with state aid and if federal funding becomes available for projects, they have to be on the street improvement program.

Closed the Public Hearing at 6:03 p.m.

Opened Public Hearing on the proposed One Year and Six Year Street Improvement Program. Carried with a motion by Dale Strehle and a second by Tom Crisman.

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

Aye: 6, No: 0

Closed Public Hearing on the proposed One Year and Six Year Street Improvement Program at 6:03 p.m. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 6, No: 0

4.B. Consider the One Year and Six Year Street Improvement Program.

Council member Dale Strehle stated that this went to the Public Works Committee and to the Planning Commission. Strehle added that projects don't have to be completed if they are on the street improvement program. There had been a question about this.

Approved the One Year and Six Year Street Improvement Program. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

Aye: 6, No: 0

4.C. Consider the request to vacate part of the street between lot 5-6 block 168 and lot 11-12 block 21 from Crete Lumber and Farm Supply.

City Administrator Tom Ourada explained that this was a request to vacate the property and purchase the property. It was split into two requests. One to vacate and one to purchase. The request to vacate did go to public works.

Approve the request to vacate part of the street between lot 5-6 block 168 and lot 11-12 block 21 with the intent to sell. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

4.D. Consider the request to purchase part of the street between lot 5-6 block 168 and lot 11-12 block 21.

Council member Dale Strehle explained that this is the second part and the Public Works committee recommends putting the property up for sale. Letting the adjacent landowners know that this will be up for sale.

Approved to put up for sale part of the street between lot 5-6 block 168 and lot 11-12 block 21. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

4.E. Consider the serving of catered alcohol at the Crete Public Library jigsaw puzzle race on March 12th 6:00 p.m.-8:00 p.m. in the Crete Carrier Community Room.

City Administrator Tom Ourada explained that each time there is a request there needs to be approval from the city council. This is something that has been done in the past.

Approved the serving of catered alcohol at the Crete Public Library jigsaw puzzle race on March 12th 6:00 p.m.-8:00 p.m. in the Crete Carrier Community Room. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

4.F. Consider adopting Resolution No. 2024-2 Authorizing the mayor to sign the Certification of Local Government Approval for Hope Crisis Center receiving funding for emergency shelter activities.

Mayor Dave Bauer explained that this request is for the mayor to sign the certification of local government approval for Hope Crisis Center receiving funding for emergency shelter activities. The last one was signed in 2015. With the signing of this resolution, it will be on record.

Introduce and adopt Resolution No. 2024-2 Authorizing the mayor to sign the Certification of Local Government Approval for Hope Crisis Center receiving funding for emergency shelter activities. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

4.G. Consider approving payment of claims to Crete Ace Hardware in the amount of \$2,774.05.

Approved the payment of claims to Crete Ace Hardware in the amount of \$2,774.05.
Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Dan Papik: Abstain (With Conflict), Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye, Dale Strehle: Aye
Aye: 5, No: 0, Abstain (With Conflict): 1

4.H. Consider the DTR application from Angelica Murillo Ortiz for 1239 Main Ave Crete, NE 68333

Approved the DTR application from Angelica Murillo Ortiz for 1239 Main Ave Crete, NE 68333 Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

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

4.I. Consider the serving of catered alcohol at the Mayor's Chili Feed on February 29th 2024 in the Crete Carrier Community Room.

Mayor Bauer informed that the Mayor's Chili Feed will be on March 7th 2024.

Approved the serving of catered alcohol at the Mayor's Chili Feed on February 29th 2024 in the Crete Carrier Community Room. Carried with a motion by Dale Strehle and a second by Dan Papik.

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

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

- Chief of Police Gary Young stated the following:
 - Although this is a slower time of the year, there have been DUI, hit and runs, and thefts.
 - Noah Zach is ready to come off probation.
 - Jaden Acevedo has been working with Code Enforcement Officer Kylie Nicewonger and is preparing for the Academy.
- Parks and Recreation Director, Liz Cody stated the following:
 - The next Food Bank of Lincoln distribution at Tuxedo Park will be on Thursday, February 22nd 2024.
 - Youth Soccer and Micro Soccer Registrations are open.

- Summer seasonal employment opportunities are now open.
 - Cody thanked Human Resource Coordinator Savannah Anderson with her help with the hiring process.
 - Cody stated that the Parks Master Plan will help with grant opportunities.
 - Cody answered Council member Crisman’s question about the city having arborists on staff by informing that both her and Parks Groundskeeper Aaron Steffensmeier are in the process of the certification.
- Human Resource Coordinator, Savannah Anderson introduced Bryan Merashisky as the City’s new meter reader.
 - Council member Crisman informed that he will be having some medical procedures and might be missing one or two council meetings. He will inform City Administrator Tom Ourada and Mayor Bauer.
- Crisman also asked Ourada about street tarring, pot holes, and the outlook of the railroad crossing on Main Ave. Ourada informed that the City is currently tarring, and will probably start working on the pot holes after that. Ourada mentioned that the work on the railroad was scheduled last fall and equipment is there however, that is not in the City’s hands.
- City Administrator Tom Ourada stated the following:
 - The City is working on bathroom bids for the park.
 - Will possibly be waiting until next year to complete the pool roof and tin on other buildings when prices hopefully come down.
 - Ourada informed that the City is in need of a new phone system. It will cost about \$80,000-\$90,000 to do a new phone system and it would go in the next budget year.
 - Ourada shared some information on economic development and flexible dollars in nearby, comparable communities. There are a lot of challenges but we don’t have the income to do everything. We do a lot with a little and have to take bites out of the elephant with strategic planning and making sure we are smart with what we do and how we do it.
 - Council member Crisman asked about the negotiations for dispatch. Ourada stated that at the next council meeting or the one after that there will probably be a vote to end the relationship with Beatrice. Give notice that in about 18 months starting dispatch with Saline County.
 - Chief of Police Gary Young stated the following:
 - Although this is a slower time of the year, there have been DUI, hit and runs, and thefts.
 - Noah Zach is ready to come off probation.
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 - Council member Crisman asked about the negotiations for dispatch. Ourada stated that at the next council meeting or the one after that there will probably be a vote to end the relationship with Beatrice. Give notice that in about 18 months starting dispatch with Saline County.

7. Adjournment

6:35 p.m.

Mayor

(SEAL)

City Clerk

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

City Clerk

(S E A L)



CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

February 20th, 2024 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

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1. Open Meeting

2. Roll Call

3. Items of Business

3.A. Consider a recommendation to the City Council on the DTR application from Angelica Murillo Ortiz for 1239 Main Ave Crete, NE 68333

City Administrator Tom Ourada stated that this is a Downtown Revitalization Application, not LB840. They are planning to modernize the front of the building.

Recommend to the City Council on the DTR application from Angelica Murillo Ortiz for 1239 Main Ave Crete, NE 68333 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

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

February 20th, 2024 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Anthony Fitzgerald: Present

Dan Papik: Present

Dale Strehle: Present

Present: 3.

3. Items of Business

3.A. Consider a recommendation to the City Council on the request to vacate part of the street between lot 5-6 block 168 and lot 11-12 block 21 from Crete Lumber and Farm Supply.

City Administrator, Tom Ourada, discussed how vacating and selling this part of the street is a good idea. The City has no interest in doing anything with this property.

Recommendation was made to the City Council on the request to vacate part of the street between lot 5-6 block 168 11-12 block 21 from Crete Lumber and Farm Supply with the intent of selling property. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald. Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.B. Consider a recommendation to the City Council on the request to purchase part of the street between lot 5-6 block 168 and lot 11-12 block 21.

City Administrator, Tom Ourada, explained that the only two people who would be interested in this property are those who are on either side of it. Different options were discussed on what is the better way to sell and let both parties know who would have an interest in purchasing and making bids.

Recommendation was made to the City Council on the request to purchase part of the street between lot 5-6 block 168 and lot 11-12 block 21 and take bids from the Jason property owners if someone else is not interested. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

Aye: 3, No: 0

3.C. Consider a recommendation to the City Council on the Change Order 015 from Kingery Construction for the Crete Isis Phase I in the amount of \$766.00

Shaylene Smith, Executive Director of the Blue River Arts Council, explained that this was for the additional tile for the bathroom. Bathroom tiles were donated, but there were not enough.

Recommendation was made to the City Council on the Change Order 015 from Kingery Construction for the Crete Isis Phase I in the amount of \$766.00. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

Aye: 3, No: 0

3.D. Consider a recommendation to the City Council on the Change Order 002 for Crete Isis Phase 2 in the amount of \$255,500.

Shaylene Smith, Executive Director of the Blue River Arts Council, explained how this is what they are still needing for the auditorium. She stated if she kept waiting until she had the money, prices would change. Smith explained that the intent of this point is to go through the LB840 program, not for a request, just for a loan guarantee and the City will be the guarantor on a loan the Arts Council will enter. Pinnacle has pre-approved the loan and the Arts Council will be the payor. This would be a 1-year revolving loan to give time to come back with grants that are open and pending.

Smith explained how she is not able to do this another way unless she waits another 6 months and is unable to pledge the building for a loan, as it belongs to the City.

Recommendation was made to the City Council on the Change Order 002 for Crete Isis Phase 2 in the amount of \$255,500. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

Aye: 3, No: 0

3.E. Consider a recommendation to the City Council on the proposed One Year and Six Year Street Improvement Program.

City Administrator, Tom Ourada, discussed the gap pavement, petitioned, and funding projects listed on the One-Year & Six-Year map. Tom stated that some that are on the One-Year plan could end up being on the Six-Year plan.

Recommendation was made to the City Council to accept the One Year and Six Year Street Improvement Program. Carried with a motion by Anthony Fitzgerald and a second by Dan Papik.

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

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CRETE AIRPORT ADVISORY BOARD MEETING

February 8th, 2024 at 8:15 AM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Kirk Keller: Present
Greg Hier: Present
Howard Nitzel: Present
Blane Spanjer : Present
James Dux: Absent

Present: 4, Absent 1.

Also present: Airport Manager Will White, City Administrator Tom Ourada, City Attorney Anna Burge, IT Director Mike Kalkwarf, Chris Corr, Finance Director Wendy Thomas, City Clerk Nancy Tellez,

3. Items of Business

3.A. Review and consider hangar rental rates.

City Administrator Tom Ourada stated that there are things that go hand in hand such as fuel prices, hangar prices, and door sizes. Ourada also stated doing a comparability study with local storage units.

3.B. Review and consider event rental rates for the airport.

Airport Manager Will White stated that Doane University would like to hold a homecoming event. White asked about increasing the rate.

A vote was motioned by Nitzel and seconded by Hier to increase the rate to \$300.00.

3.C. Consider a recommendation to the City Council on the Revised 2023 Project List.

The Advisory Board reviewed the 2023 Project List.

- East wall (get a formal bid)

Nitzel stated that the items were the brush piles and the vending machine. Nitzel mentioned that the brush piles need to be burned and will talk to the fire department to get a burn permit.

Chris Corr stated that the CIP and Exhibit A have been submitted and approved. A description of the quick claim deeds was submitted. Corr asked if the rest of the deeds will be updated. Ourada stated that they will be doing that.

Nitzel motioned and Keller seconded to forward the project list to the City Council

3.D. Discussion on Air Methods hangar door.

City Administrator Tom Ourada explained that Air Methods could possibly apply for LB840 to get 50% grant funding and split the rest with the city and Air methods for a new hangar door. If they agreed to that then the door can get done. This would be a reasonable approach since they use the door more than a typical tenant. City Attorney Anna Burge stated that LB840 has a personal guarantee for 8 years. Ourada informed that would be amortized over that period. Ourada mentioned that there will be changes to the lease agreement.

Ourada mentioned that he will get together with Blaine Spanjer to make the phone call to Air Methods.

4. Petitions - Communications - Citizen Concerns

5. Officers' Reports

5.A. Airport Manager Report

Airport Manager Will White stated that he has called a few people after doing the inspections. White mentioned addressing the condition of the hangar. D7 is filled with non-air related things and possibly moving to A6.

Finance Director Wendy Thomas and City Administrator Tom Ourada have been going through checking that everyone has updated insurance. Ourada stated that there are some that it is likely haven't had insurance for years. There are some that have homeowners' insurance. You can have homeowners' insurance on storage units probably, but on your hangar there is no coverage there.

Ourada stated that most that were past on their rents are no longer past due. There are a couple of letters that will be sent out to the ones that are still past due. That is lot less of an issue than it has been.

Ourada informed that Collin Coneva called Mayor Dave Bauer and would like to have a meeting with him and with Ourada.

White mentioned that the City is planning to have an auction of things from all departments that are no longer being used. White stated that there are things such as a treadmill and dishwasher among other things. Spanjer asked if the things left in hangars can be auctioned.

City Attorney Anna Burge stated that if they have been abandoned and they are not paying rent, they can be auctioned off.

6. Adjournment

9:15 a.m.



CRETE ED ADVISORY BOARD MEETING

February 22nd, 2024 at 8:15 AM
Crete City Hall, 243 East 13th Street

MINUTES

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1. Open Meeting

2. Roll Call

Manny Dimas: Present

Paul Heath: Present

Ken Marvin: Present

Liz Umana: Absent

Present: 3, Absent:1, Vacancy: 1.

Liz Umana arrived at 12:06 p.m.

3. Consent Agenda

3.A. Meeting Minutes

3.A.1. December 15th 2023 ED Advisory Board Meeting Minutes

Approved ED Advisory Board Meeting minutes from 12.15.2023. Carried with a motion by Ken Marvin and a second by Manny Dimas.

Manny Dimas: Aye, Ken Marvin: Aye: Liz Umana: Aye

3.B. Financial Report

City Administrator Tom Ourada stated that the LB840 fund is healthy. Ourada stated that in today's meeting the board is going to run into something new that they have never seen before. (A Loan Guarantee)

4. Special Order of Business

4.A. City of Crete Economic Development Plan

4.A.1. Status of Investments with Performance Requirements

City Administrator Tom Ourada stated that \$550,000.00 went into workforce housing. \$250,000.00 was contributed to housing addition of the two duplexes. Ourada explained that the City recently partnered with Hawks on the Ron Sacks subdivision for workforce housing up to \$315,000.00.

There will be the closing on the property of the two Barnet lots and LB840 will get that money returned back into the fund. The property was sold for \$37,000.00 and the purchaser is not asking for TIF or LB840 funds and will be investing two and a half million dollars.

4.A.2. Housing

4.B. Applications for Consideration

4.B.1. Consider a recommendation to the City Council on the application from the Blue River Arts Council, Inc.

City Administrator Tom Ourada explained that the Blue River Arts Council is submitting an application for LB840 for a \$300,000 loan guarantee. Ourada stated that the City of Crete already owns the building.

City Attorney Anna Burge explained that there are already signed documents where the City of Crete would acquire the building if the Arts Council defaults on payments prior to the LB840 request.

Approved a recommendation to the City Council on the application from the Blue River Arts Council, Inc to approve the \$300,000.00 loan guarantee. Carried with a motion by Ken Marvin and a second by Paul Heath.

Manny Dimas: Aye, Ken Marvin: Aye: Lizbeth Umana: Aye

Aye: 3, No:0

4.C. Application Introductions

City Administrator Tom Ourada explained that there are no new applications. However, there will be new applications coming in. There are many new business ventures coming to Crete.

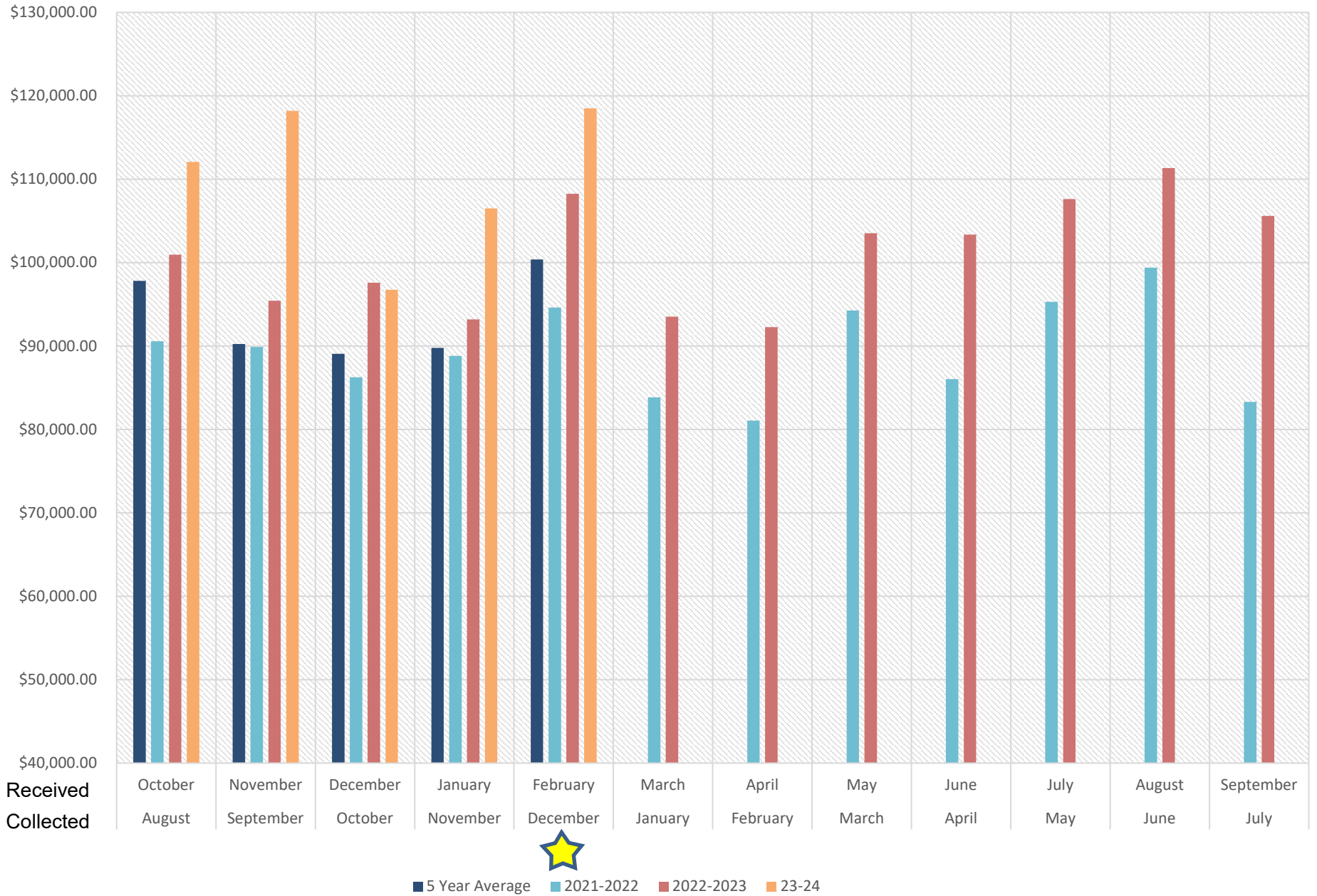
5. Officers' Reports

6. Adjournment

Paul Heath motioned and Ken Marvin seconded to adjourn the meeting.

12:19 p.m.

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
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	02/15/2024	292.68		03/24	701-9740
Total ALL COPY PRODUCTS INC (100):					292.68			
AMAZON BUSINESS (6116)								
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/16/2024	11.98		03/24	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/19/2024	25.76		03/24	701-5691
AMAZON BUSINESS	1	Invoice	SCRUBBING BUBBLES B	02/27/2024	129.10		03/24	201-5329
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	02/20/2024	76.31		03/24	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	02/25/2024	97.83		03/24	701-6210
AMAZON BUSINESS	1	Invoice	USB DOCKING STATION/	02/27/2024	35.99		03/24	531-6477
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	03/01/2024	65.43		03/24	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	03/03/2024	294.42		03/24	701-5691
AMAZON BUSINESS	1	Invoice	CREDIT MEMO	03/03/2024	114.95-		03/24	701-6210
Total AMAZON BUSINESS (6116):					621.87			
AMERICAN ROAD LLC (6444)								
AMERICAN ROAD LLC	1	Invoice	1 YR SUBSCRIPTION	02/22/2024	19.95		03/24	701-5691
Total AMERICAN ROAD LLC (6444):					19.95			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	TREATMENT SUPPLIES	02/28/2024	462.79		03/24	002-7041
Total AQUA-CHEM INC (260):					462.79			
ART ON DISPLAY (290)								
ART ON DISPLAY	1	Invoice	SERVICE & LIFESAVING	02/17/2024	358.00		03/24	201-5120
Total ART ON DISPLAY (290):					358.00			
BADGER BODY & TRUCK EQUIPMENT (5628)								
BADGER BODY & TRUCK EQUIPMENT	1	Invoice	ELECTRICAL HARNESS-	02/16/2024	127.08		03/24	401-5771
Total BADGER BODY & TRUCK EQUIPMENT (5628):					127.08			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/06/2024	46.79		03/24	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/13/2024	204.26		03/24	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/15/2024	63.76		03/24	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/19/2024	366.01		03/24	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	02/19/2024	97.17		03/24	701-5691
BAKER & TAYLOR	1	Invoice	CREDIT INVOICE	02/15/2024	1.03-		03/24	701-5691
Total BAKER & TAYLOR (370):					776.96			
BARCO MUNICIPAL PRODUCTS INC (380)								
BARCO MUNICIPAL PRODUCTS INC	1	Invoice	POST HARDWARE	02/21/2024	115.25		03/24	401-6001
Total BARCO MUNICIPAL PRODUCTS INC (380):					115.25			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	02/20/2024	124.96		03/24	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	02/20/2024	138.60		03/24	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	02/20/2024	115.72		03/24	401-5980
BEATRICE CONCRETE CO	2	Invoice	2-3" SEITZ CLEAN ROCK	02/20/2024	117.39		03/24	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	02/20/2024	1,547.48		03/24	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	02/23/2024	46.25		03/24	401-5980
Total BEATRICE CONCRETE CO (440):					2,090.40			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	02/21/2024	135.45		03/24	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	02/26/2024	82.33		03/24	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	02/26/2024	42.39		03/24	502-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	02/26/2024	1,587.27		03/24	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	02/26/2024	153.68		03/24	003-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	02/26/2024	525.05		03/24	810-5210
BLACK HILLS ENERGY	1	Invoice	7515-0723-40 210 E 14TH	02/26/2024	75.72		03/24	301-7530
Total BLACK HILLS ENERGY (495):					2,601.89			
BSN SPORTS INC (665)								
BSN SPORTS INC	1	Invoice	YOUTH SOCCER SUPPLI	02/19/2024	224.00		03/24	721-5586
Total BSN SPORTS INC (665):					224.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CANON FINANCIAL SERVICES INC (5778)								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	03/01/2024	51.00		03/24	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	03/01/2024	51.00		03/24	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	03/01/2024	51.00		03/24	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	03/01/2024	51.00		03/24	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	03/01/2024	51.00		03/24	721-9740
Total CANON FINANCIAL SERVICES INC (5778):					255.00			
CENGAGE LEARNING INC/GALE (1890)								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	02/20/2024	28.79		03/24	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	02/21/2024	16.24		03/24	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					45.03			
CITY HALL FUND (830)								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	03/01/2024	548.00		03/24	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	03/01/2024	412.00		03/24	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	03/01/2024	265.00		03/24	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	03/01/2024	187.50		03/24	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	03/01/2024	150.00		03/24	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	03/01/2024	37.50		03/24	721-9680
Total CITY HALL FUND (830):					1,600.00			
CITY HEALTH FUND (835)								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	03/01/2024	220.00		03/24	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	03/01/2024	260.00		03/24	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	03/01/2024	40.00		03/24	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	03/01/2024	220.00		03/24	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	03/01/2024	80.00		03/24	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	03/01/2024	320.00		03/24	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	03/01/2024	500.00		03/24	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	03/01/2024	220.00		03/24	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	03/01/2024	140.00		03/24	003-9620
Total CITY HEALTH FUND (835):					2,000.00			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	03/01/2024	29,167.00		03/24	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	03/01/2024	10,000.00		03/24	001-9965

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	03/01/2024	21,000.00		03/24	150-1015
Total CITY TAX FUND (865):					60,167.00			
CODY, LIZ (6277)								
CODY, LIZ	1	Invoice	MEETING/TRAINING	02/26/2024	195.85		03/24	521-9760
Total CODY, LIZ (6277):					195.85			
CONFLUENCE INC (6103)								
CONFLUENCE INC	1	Invoice	22251 CRETE COMPREH	01/29/2024	4,687.00		03/24	101-5480
CONFLUENCE INC	1	Invoice	22251 CRETE COMPREH	02/27/2024	3,375.00		03/24	101-5480
Total CONFLUENCE INC (6103):					8,062.00			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	03/01/2024	35.00		03/24	302-8500
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	02/12/2024	370.68		03/24	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	02/12/2024	1,200.00		03/24	302-5342
Total CRETE AREA MEDICAL CENTER (1070):					1,605.68			
CRETE FOODMART (GEN) (1095)								
CRETE FOODMART (GEN)	1	Invoice	DONATIONS	02/20/2024	8.76		03/24	701-5692
CRETE FOODMART (GEN)	1	Invoice	DONATIONS	02/07/2024	5.45		03/24	701-5692
Total CRETE FOODMART (GEN) (1095):					14.21			
CRETE LUMBER & FARM SUPPLY CO (1110)								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	3" DWV MALE ADAPTER	02/21/2024	13.52		03/24	002-8031
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	GRASS SEED/EROSION	02/23/2024	269.00		03/24	601-5330
Total CRETE LUMBER & FARM SUPPLY CO (1110):					282.52			
CRETE POSTMASTER (1120)								
CRETE POSTMASTER	1	Invoice	POSTAGE	02/29/2024	410.14		02/24	003-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	02/29/2024	410.14		02/24	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	02/29/2024	410.15		02/24	001-9650
Total CRETE POSTMASTER (1120):					1,230.43			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRIST TOWING SERVICE (5635)								
CRIST TOWING SERVICE	1	Invoice	TOW FOR CPD	11/06/2023	165.00		03/24	201-5812
CRIST TOWING SERVICE	1	Invoice	2023-5688 TOWING	11/27/2023	157.00		03/24	201-5812
CRIST TOWING SERVICE	1	Invoice	2023-6223 TOWING	12/27/2023	201.00		03/24	201-5812
CRIST TOWING SERVICE	1	Invoice	2023-6303 TOWING	12/31/2023	167.00		03/24	201-5812
Total CRIST TOWING SERVICE (5635):					690.00			
CULLIGAN WATER SERVICE (1160)								
CULLIGAN WATER SERVICE	1	Invoice	WATER COOLER RENTAL	02/29/2024	13.00		03/24	701-9900
Total CULLIGAN WATER SERVICE (1160):					13.00			
DANKO EMERGENCY EQUIPMENT CO (1200)								
DANKO EMERGENCY EQUIPMENT CO	1	Invoice	FIRE EQUIP MISC	02/23/2024	682.05		03/24	303-5260
Total DANKO EMERGENCY EQUIPMENT CO (1200):					682.05			
EAKES OFFICE SOLUTIONS (1475)								
EAKES OFFICE SOLUTIONS	1	Invoice	CUSTOM STAMP	02/23/2024	30.00		03/24	101-9900
Total EAKES OFFICE SOLUTIONS (1475):					30.00			
EMERGENCY MEDICAL PRODUCTS (1570)								
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	02/22/2024	817.65		03/24	302-5341
Total EMERGENCY MEDICAL PRODUCTS (1570):					817.65			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	02/14/2024	50.00		03/24	301-5330
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-649 SO	02/14/2024	40.00		03/24	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					90.00			
FIRST NATIONAL BANK OF OMAHA (1770)								
FIRST NATIONAL BANK OF OMAHA	1	Invoice	CHAD CC, WALMART 045	02/27/2024	27.80		03/24	201-5329
FIRST NATIONAL BANK OF OMAHA	2	Invoice	CHAD CC, WALMART 066	02/27/2024	26.64		03/24	531-6477
FIRST NATIONAL BANK OF OMAHA	3	Invoice	CHAD CC, WALMART 000	02/27/2024	149.34		03/24	201-5791
FIRST NATIONAL BANK OF OMAHA	4	Invoice	CHAD CC, BATTERY JUN	02/27/2024	67.50		03/24	201-5329
FIRST NATIONAL BANK OF OMAHA	5	Invoice	CHAD CC, WALMART 071	02/27/2024	102.41		03/24	201-5329
FIRST NATIONAL BANK OF OMAHA	6	Invoice	CHAD CC, USPS 781973	02/27/2024	8.73		03/24	201-9650

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
FIRST NATIONAL BANK OF OMAHA	1	Invoice	GARY CC, AMERICAN HE	02/27/2024	20.50		03/24	201-9760
FIRST NATIONAL BANK OF OMAHA	2	Invoice	GARY CC, QUARTERMAS	02/27/2024	162.79		03/24	531-6477
Total FIRST NATIONAL BANK OF OMAHA (1770):					565.71			
FIRST WIRELESS (1785)								
FIRST WIRELESS	1	Invoice	FIRE RADIO EQUIP	02/22/2024	1,462.73		03/24	303-5270
Total FIRST WIRELESS (1785):					1,462.73			
G & P DEVELOPMENT LANDFILL (1875)								
G & P DEVELOPMENT LANDFILL	1	Invoice	BARRELS OLD MOSQUIT	02/22/2024	20.36		03/24	401-5590
Total G & P DEVELOPMENT LANDFILL (1875):					20.36			
GALLOW TECHNOLOGIES (6445)								
GALLOW TECHNOLOGIES	1	Invoice	SECURE FIREARMS STO	12/06/2023	3,149.12		03/24	531-6480
Total GALLOW TECHNOLOGIES (6445):					3,149.12			
GRAINGER (2005)								
GRAINGER	1	Invoice	HANDICAP STENCIL	02/13/2024	103.45		03/24	401-6010
Total GRAINGER (2005):					103.45			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	02/24/2024	81.89		03/24	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	02/24/2024	316.69		03/24	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	02/24/2024	60.14		03/24	301-7530
Total HEARTLAND NATURAL GAS (2175):					458.72			
HUSKERS ILLUSTRATED (2290)								
HUSKERS ILLUSTRATED	1	Invoice	ACCT #42725 SUBCRIP R	02/27/2024	64.95		03/24	701-5691
Total HUSKERS ILLUSTRATED (2290):					64.95			
JEO CONSULTING GROUP INC. (2425)								
JEO CONSULTING GROUP INC.	1	Invoice	R222218.00 SOLAR FARM	02/23/2024	2,418.75		03/24	001-2000

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total JEO CONSULTING GROUP INC. (2425):					2,418.75			
JONES AUTOMOTIVE (2475)								
JONES AUTOMOTIVE	1	Invoice	REMOVE EQUIP UNIT 2	02/21/2024	775.00		03/24	531-6420
Total JONES AUTOMOTIVE (2475):					775.00			
LINCOLN WINWATER WORKS (2810)								
LINCOLN WINWATER WORKS	1	Invoice	CHLORINE POWDER PIL	02/26/2024	30.62		03/24	002-7041
Total LINCOLN WINWATER WORKS (2810):					30.62			
MACQUEEN EQUIPMENT LLC (2930)								
MACQUEEN EQUIPMENT LLC	1	Invoice	PELICAN SWEEPER REP	02/29/2024	83.06		03/24	401-5968
MACQUEEN EQUIPMENT LLC	1	Invoice	PELICAN SWEEPER REP	03/01/2024	20.67		03/24	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):					103.73			
MATHESON TRI-GAS INC (3020)								
MATHESON TRI-GAS INC	1	Invoice	OXYGEN-ACT#42731	02/29/2024	143.15		03/24	302-5265
Total MATHESON TRI-GAS INC (3020):					143.15			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	02/21/2024	93.67		03/24	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	02/28/2024	82.67		03/24	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					176.34			
MIDWEST ALARM SERVICES (3175)								
MIDWEST ALARM SERVICES	1	Invoice	INSPECT SERV 210 E 14T	01/08/2024	248.31		03/24	301-5330
Total MIDWEST ALARM SERVICES (3175):					248.31			
MIDWEST BREATHING AIR LLC (3180)								
MIDWEST BREATHING AIR LLC	1	Invoice	QUARTERLY AIR TEST	02/26/2024	327.50		03/24	303-5264
Total MIDWEST BREATHING AIR LLC (3180):					327.50			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MIDWEST LABORATORIES INC (3195)								
MIDWEST LABORATORIES INC	1	Invoice	LABS	03/04/2024	1,985.62		03/24	003-7282
Total MIDWEST LABORATORIES INC (3195):					1,985.62			
MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	02/20/2024	644,260.00		03/24	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	02/20/2024	6.33		03/24	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	02/20/2024	86,427.68		03/24	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					730,694.01			
NAA/NNLA (6416)								
NAA/NNLA	1	Invoice	ARBORIST TRAINING-AA	02/15/2024	85.00		03/24	521-9760
Total NAA/NNLA (6416):					85.00			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	DIESEL CAN/BLUE DEF	02/28/2024	118.93		03/24	401-5968
NAPA AUTO PARTS	1	Invoice	OIL / AIR FILTERS	02/06/2024	343.67		03/24	521-5791
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIRS	02/16/2024	21.48		03/24	001-8460
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIRS	02/16/2024	7.50		03/24	001-8460
NAPA AUTO PARTS	1	Invoice	BATTERY-UNIT 37	02/09/2024	561.12		03/24	001-8460
Total NAPA AUTO PARTS (3345):					1,052.70			
NEBRASKALAND TIRE INC (5636)								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR	02/20/2024	22.99		03/24	521-5810
Total NEBRASKALAND TIRE INC (5636):					22.99			
ODEYS INC (3750)								
ODEYS INC	1	Invoice	SOFTBALL MATERIALS	02/28/2024	1,119.10		03/24	521-5582
ODEYS INC	2	Invoice	BASEBALL MATERIALS	02/28/2024	339.95		03/24	521-5581
ODEYS INC	3	Invoice	SMALL TOOLS & EQUIP	02/28/2024	352.83		03/24	521-5310
ODEYS INC	4	Invoice	FIELD MATERIAL	02/28/2024	1,139.00		03/24	521-5589
Total ODEYS INC (3750):					2,950.88			
OLSSON (3775)								
OLSSON	1	Invoice	#023-04638 SCADA ON C	02/19/2024	332.23		03/24	003-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
OLSSON	2	Invoice	#023-04638 SCADA ON C	02/19/2024	332.23		03/24	002-9910
OLSSON	3	Invoice	#023-04638 SCADA ON C	02/19/2024	332.23		03/24	001-9910
Total OLSSON (3775):					996.69			
ONE CALL CONCEPTS INC (3810)								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	02/29/2024	63.31		03/24	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	02/29/2024	63.31		03/24	002-9730
Total ONE CALL CONCEPTS INC (3810):					126.62			
OURADA, TOM (3860)								
OURADA, TOM	1	Invoice	MEETING	02/28/2024	95.04		03/24	001-9760
Total OURADA, TOM (3860):					95.04			
PAPER TIGER SHREDDING (3905)								
PAPER TIGER SHREDDING	1	Invoice	PAPER SHREDDING	02/29/2024	35.00		03/24	201-5329
Total PAPER TIGER SHREDDING (3905):					35.00			
PITNEY BOWES (3995)								
PITNEY BOWES	1	Invoice	POSTAGE METER REFILL	02/11/2024	100.00		03/24	201-9650
Total PITNEY BOWES (3995):					100.00			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	02/12/2024	76.89		03/24	201-5329
Total PRESTO-X (4050):					76.89			
QUADIENT FINANCE USA INC (5591)								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 81	02/20/2024	100.00		03/24	701-9650
Total QUADIENT FINANCE USA INC (5591):					100.00			
QUILL LLC (4130)								
QUILL LLC	1	Invoice	OFFICE SUPPLIES	02/01/2024	52.19		03/24	701-9900
Total QUILL LLC (4130):					52.19			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
RAY MARTIN COMPANY (5716)								
RAY MARTIN COMPANY	1	Invoice	POOL MOTOR MAINTENA	02/23/2024	1,149.90		03/24	522-5330
Total RAY MARTIN COMPANY (5716):					1,149.90			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	FIRE	02/07/2024	11.82		03/24	301-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	LIQUOR LICENSE -VFW	02/21/2024	10.91		03/24	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	PLAN COMM	02/21/2024	11.82		03/24	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	LIQUOR LICENSE -SMOK	02/21/2024	10.45		03/24	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	PD'S ENVELOPES	02/29/2024	110.00		03/24	201-5390
Total SEWARD COUNTY INDEPENDENT (4590):					155.00			
STEFFENSMEIER, AARON (4805)								
STEFFENSMEIER, AARON	1	Invoice	ARBORIST TRAINING	02/27/2024	41.54		03/24	521-9760
Total STEFFENSMEIER, AARON (4805):					41.54			
STEVENSON, JOY (4825)								
STEVENSON, JOY	1	Invoice	MEETINGS/TRAINING	02/27/2024	94.47		03/24	701-9760
Total STEVENSON, JOY (4825):					94.47			
SUNBELT SOLOMON (5582)								
SUNBELT SOLOMON	1	Invoice	T1 TRANSF REPAIR BEY	02/29/2024	18,087.00	1541	03/24	001-8060
Total SUNBELT SOLOMON (5582):					18,087.00			
THOMAS, WENDY (5792)								
THOMAS, WENDY	1	Invoice	MEETING/TRAINING	02/27/2024	20.00		03/24	101-9760
Total THOMAS, WENDY (5792):					20.00			
TRAF-O-TERIA SYSTEM (5869)								
TRAF-O-TERIA SYSTEM	1	Invoice	PARKING CITATIONS	02/23/2024	462.19		03/24	201-5390
Total TRAF-O-TERIA SYSTEM (5869):					462.19			
TRANSUNION RISK & ALTERNATIVE (6152)								
TRANSUNION RISK & ALTERNATIVE	1	Invoice	TLO MONTHLY CHARGE	03/01/2024	170.40		03/24	201-5660

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total TRANSUNION RISK & ALTERNATIVE (6152):					170.40			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	JOY CC, NE BOOK CTR 4	02/23/2024	30.00		03/24	701-5400
U.S. BANK	2	Invoice	JOY CC, WALMART 07593	02/23/2024	33.57		03/24	701-6210
U.S. BANK	3	Invoice	JOY CC, WALMART 06866	02/23/2024	60.47		03/24	701-6210
U.S. BANK	4	Invoice	JOY CC, ZOOM INV23951	02/23/2024	149.90		03/24	701-6050
U.S. BANK	5	Invoice	JOY CC, OVERDRIVE 014	02/23/2024	124.26		03/24	702-5692
U.S. BANK	6	Invoice	JOY CC, OVERDRIVE 8V2	02/23/2024	107.50		03/24	702-5692
U.S. BANK	7	Invoice	JOY CC, SURVEYMONKE	02/23/2024	26.00		03/24	701-6210
U.S. BANK	8	Invoice	JOY CC, OVERDRIVE 014	02/23/2024	119.99		03/24	702-5692
U.S. BANK	1	Invoice	LAURA CC, MICHAELS 1-	02/23/2024	9.59		03/24	701-6210
U.S. BANK	2	Invoice	LAURA CC, MICHAELS 1-	02/23/2024	66.43		03/24	701-6210
U.S. BANK	3	Invoice	LAURA CC, BARNES & N	02/23/2024	275.85		03/24	701-6210
U.S. BANK	4	Invoice	LAURA CC, HYVEE 2-4-24	02/23/2024	18.96		03/24	701-6210
U.S. BANK	5	Invoice	LAURA CC, MICHAELS 2-	02/23/2024	11.19		03/24	701-6210
U.S. BANK	6	Invoice	LAURA CC, EILEEN COO	02/23/2024	14.00		03/24	702-5692
U.S. BANK	7	Invoice	LAURA CC, HYVEE 2-7-24	02/23/2024	7.49		03/24	702-5692
U.S. BANK	1	Invoice	JERRY CC, USPS 1-30-24	02/23/2024	56.80		03/24	101-9650
U.S. BANK	2	Invoice	JERRY CC, AM RED CRO	02/23/2024	374.50		03/24	101-9760
U.S. BANK	3	Invoice	JERRY CC, MY PARKING	02/23/2024	132.95		03/24	401-8500
U.S. BANK	4	Invoice	JERRY CC, TRACTOR SU	02/23/2024	82.99		03/24	050-5791
U.S. BANK	5	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	81.75		03/24	101-6050
U.S. BANK	6	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	199.82		03/24	201-6050
U.S. BANK	7	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	63.58		03/24	401-6050
U.S. BANK	8	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	18.17		03/24	601-6050
U.S. BANK	9	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	81.75		03/24	301-6050
U.S. BANK	10	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	199.82		03/24	701-6050
U.S. BANK	11	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	45.41		03/24	721-6050
U.S. BANK	12	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	127.16		03/24	001-9910
U.S. BANK	13	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	45.41		03/24	002-9910
U.S. BANK	14	Invoice	JERRY CC, SOFACTIVITY	02/23/2024	45.41		03/24	003-9910
U.S. BANK	15	Invoice	JERRY CC, CANVA 04058	02/23/2024	14.99		03/24	101-6050
U.S. BANK	16	Invoice	JERRY CC, ROBERT BRO	02/23/2024	95.33		03/24	003-7220
U.S. BANK	17	Invoice	JERRY CC, GODADDY 29	02/23/2024	54.00		03/24	101-6050
U.S. BANK	18	Invoice	JERRY CC, GODADDY 29	02/23/2024	132.00		03/24	201-6050
U.S. BANK	19	Invoice	JERRY CC, GODADDY 29	02/23/2024	42.00		03/24	401-6050
U.S. BANK	20	Invoice	JERRY CC, GODADDY 29	02/23/2024	12.00		03/24	601-6050
U.S. BANK	21	Invoice	JERRY CC, GODADDY 29	02/23/2024	54.00		03/24	301-6050
U.S. BANK	22	Invoice	JERRY CC, GODADDY 29	02/23/2024	132.00		03/24	701-6050

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	23	Invoice	JERRY CC, GODADDY 29	02/23/2024	30.00		03/24	721-6050
U.S. BANK	24	Invoice	JERRY CC, GODADDY 29	02/23/2024	84.00		03/24	001-9910
U.S. BANK	25	Invoice	JERRY CC, GODADDY 29	02/23/2024	30.00		03/24	002-9910
U.S. BANK	26	Invoice	JERRY CC, GODADDY 29	02/23/2024	29.98		03/24	003-9910
U.S. BANK	27	Invoice	JERRY CC, WELCOMING	02/23/2024	750.00		03/24	101-5400
U.S. BANK	1	Invoice	TOM CC, CITY PARKING	02/23/2024	11.25		03/24	401-9760
U.S. BANK	2	Invoice	TOM CC, MARIOTT CORN	02/23/2024	39.11		03/24	401-9760
U.S. BANK	3	Invoice	TOM CC, CITY PARKING	02/23/2024	6.25		03/24	401-9760
U.S. BANK	4	Invoice	TOM CC, PESTICIDE CO	02/23/2024	190.00		03/24	401-9760
U.S. BANK	5	Invoice	TOM CC, NMPP MEMBER	02/23/2024	600.00		03/24	001-9760
U.S. BANK	6	Invoice	TOM CC, PESTICIDE REC	02/23/2024	98.00		03/24	401-9760
U.S. BANK	7	Invoice	TOM CC, MENARDS 1/31/	02/23/2024	624.47		03/24	511-5330
U.S. BANK	8	Invoice	TOM CC, UNL MARKETPL	02/23/2024	66.79		03/24	401-9760
U.S. BANK	9	Invoice	TOM CC, NE WATER ENV	02/23/2024	550.00		03/24	003-9760
U.S. BANK	10	Invoice	TOM CC, UNL PESTICIDE	02/23/2024	34.98		03/24	521-9760
U.S. BANK	11	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	93.55		03/24	201-9860
U.S. BANK	12	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	1.53		03/24	101-5390
U.S. BANK	13	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	1.53		03/24	201-9860
U.S. BANK	14	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	1.53		03/24	721-5390
U.S. BANK	15	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	1.53		03/24	401-5390
U.S. BANK	16	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	1.53		03/24	003-9880
U.S. BANK	17	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	1.53		03/24	002-9880
U.S. BANK	18	Invoice	TOM CC, VISTAPRINT VP	02/23/2024	6.11		03/24	001-9880
Total U.S. BANK (5170):					6,400.71			
UNITE PRIVATE NETWORKS LLC (5210)								
UNITE PRIVATE NETWORKS LLC	1	Invoice	ETHERNET INTERNET A	03/01/2024	88.00		03/24	101-7530
UNITE PRIVATE NETWORKS LLC	2	Invoice	ETHERNET INTERNET A	03/01/2024	99.00		03/24	201-5790
UNITE PRIVATE NETWORKS LLC	3	Invoice	ETHERNET INTERNET A	03/01/2024	88.00		03/24	301-7530
UNITE PRIVATE NETWORKS LLC	4	Invoice	ETHERNET INTERNET A	03/01/2024	99.00		03/24	701-7530
UNITE PRIVATE NETWORKS LLC	5	Invoice	ETHERNET INTERNET A	03/01/2024	550.00		03/24	001-9910
UNITE PRIVATE NETWORKS LLC	6	Invoice	ETHERNET INTERNET A	03/01/2024	88.00		03/24	002-9910
UNITE PRIVATE NETWORKS LLC	7	Invoice	ETHERNET INTERNET A	03/01/2024	88.00		03/24	003-9910
Total UNITE PRIVATE NETWORKS LLC (5210):					1,100.00			
USABBLUEBOOK (5250)								
USABBLUEBOOK	1	Invoice	POTASSIUM CHLORIDE,	02/13/2024	94.90	1549	03/24	003-7282
USABBLUEBOOK	2	Invoice	HDPE SAMPLE DIPPER,	02/13/2024	128.95	1549	03/24	003-7282
USABBLUEBOOK	3	Invoice	USABB PH BUFFER PAC	02/13/2024	38.45	1549	03/24	003-7282

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
USABLUBOOK	4	Invoice	934-AH GLASS FIBER FIL	02/13/2024	575.70	1549	03/24	003-7282
USABLUBOOK	1	Invoice	CREDIT NOTE	10/18/2023	7.91-		03/24	003-7282
Total USABLUBOOK (5250):					830.09			
WEATHERCRAFT CO. OF LINCOLN (5375)								
WEATHERCRAFT CO. OF LINCOLN	1	Invoice	1209 MAIN GUTTER DRIP	02/19/2024	678.08		03/24	101-5330
Total WEATHERCRAFT CO. OF LINCOLN (5375):					678.08			
WILCOX, JERRY (5435)								
WILCOX, JERRY	1	Invoice	PROFESSIONAL SERVIC	02/21/2024	73.38		03/24	101-9860
Total WILCOX, JERRY (5435):					73.38			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	091958220 - LIBRARY	02/21/2024	296.25		03/24	701-7530
WINDSTREAM	1	Invoice	091746362 PD C911	02/19/2024	584.88		03/24	202-5220
Total WINDSTREAM (5465):					881.13			
XPRESS BILL PAY (ACH) (5606)								
XPRESS BILL PAY (ACH)	1	Invoice	ONLINE PMT FEE	02/29/2024	302.07		03/24	001-9926
XPRESS BILL PAY (ACH)	2	Invoice	ONLINE PMT FEE	02/29/2024	302.06		03/24	002-9926
XPRESS BILL PAY (ACH)	3	Invoice	ONLINE PMT FEE	02/29/2024	302.06		03/24	003-9926
Total XPRESS BILL PAY (ACH) (5606):					906.19			
Grand Totals:					864,943.44			

Report GL Period Summary

GL Period	Amount
02/24	1,230.43
03/24	863,713.01
Grand Totals:	864,943.44

Vendor number hash: 398082

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Vendor number hash - split:	824231		
Total number of invoices:	123		
Total number of transactions:	226		

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	864,943.44	.00	864,943.44
Grand Totals:	<u>864,943.44</u>	<u>.00</u>	<u>864,943.44</u>

Report Criteria:

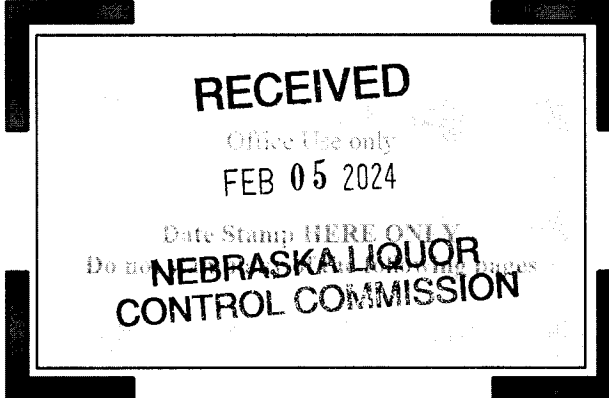
Vendor.Vendor number = 0-1059,1061-99999999

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:
126276



Office Use Only

NEW / REPLACING _____ TOP Yes / No

Hot List Yes / No _____ Initial: KF

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 Smokin' Liquor LLC

TRADE (DBA) NAME Smokin' liquor

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER Im Noeut 717-318-7169

CONTACT EMAIL ADDRESS amynoeut04@gmail.com

0 12-21-2024 Form 102 pg 2
0 Business plan
base
usa tomack

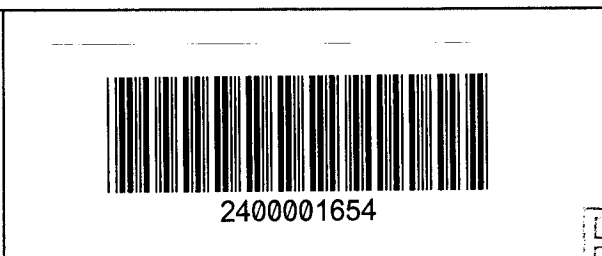
Office use only

PAYMENT TYPE CK 006

AMOUNT \$450 - RCPT 170534

RECEIVED: 2/5/24

DATE DEPOSITED 2.5.24



FORM 100
REV 12/7/2022
PAGE 1

RECEIPT

DATE	02/15/04	No. 170534
FROM	_____	
FOR	_____	
<input type="checkbox"/> CASH	<input checked="" type="checkbox"/> CHECK # _____	<input type="text" value="\$400"/>
<input type="checkbox"/> MONEY# _____	<input type="checkbox"/> ORDER _____	
Received by	_____	



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
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 FIRM ASSISTING WITH APPLICATION (if applicable)

Name Deborah Hembry Phone Number 402-430-8008

Firm Name Deb's Office

Email address debann21@hotmail.com

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

PREMISES INFORMATION

Trade Name (doing business as) Smokin' Liquor

Street Address 1229 Main Ave

City Crete County Saline 22 Zip Code 68333 - 2261

Premises Telephone number 402-418-7078

Business e-mail address amynoeut07@gmail.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 _____

Street Address _____

City _____ State _____ Zip Code _____

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 110 x width 58.90 in feet

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

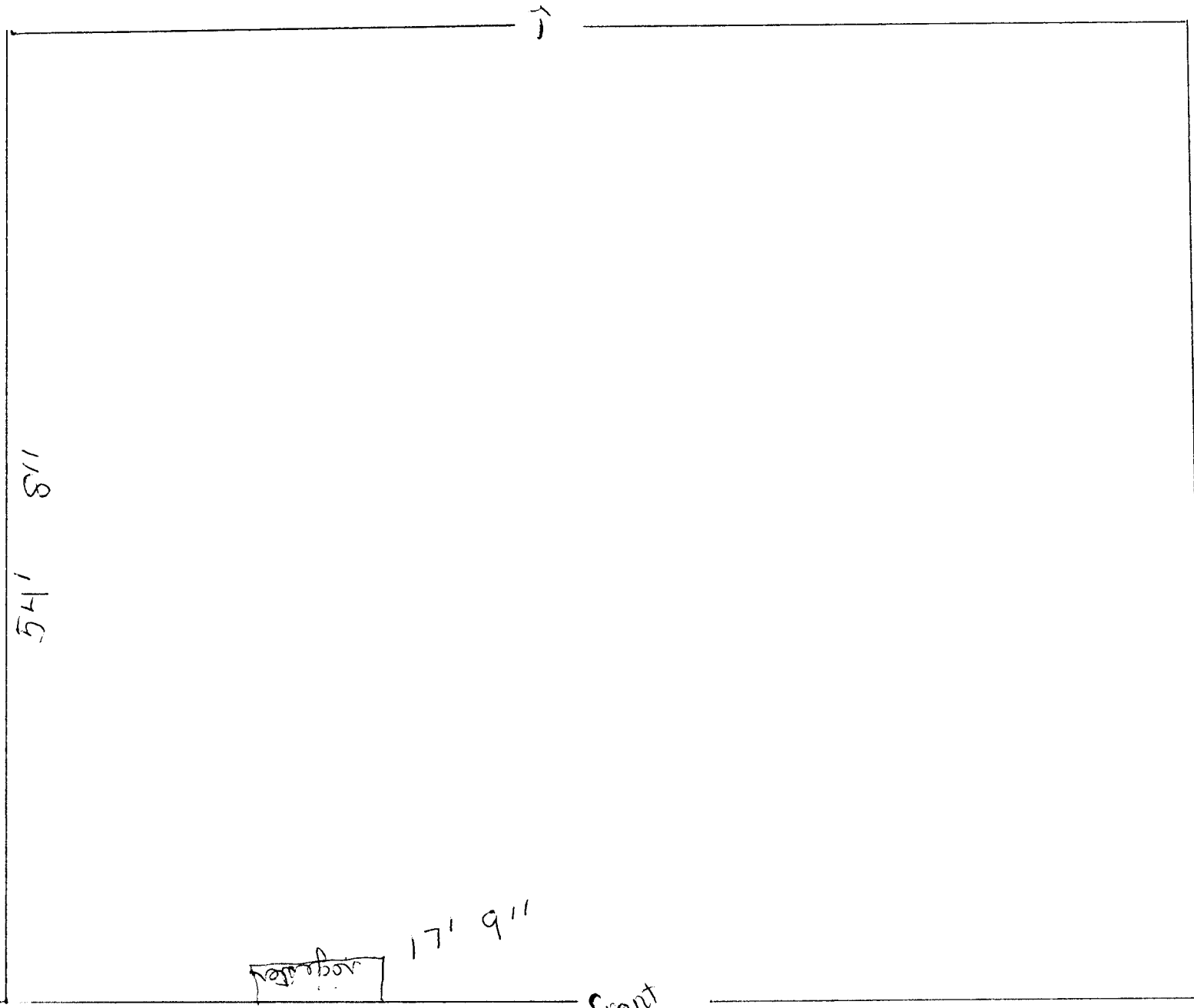
Is there an outdoor area? Yes _____ No x If yes, length _____ x width _____ in feet+

*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 1

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

bathroom & storage



17' 9''

refrigerator

front door

54' 8''

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

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 _____

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

 YES NO

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

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, Im Noewt

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.

NA

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)
Im Noeut	02/2022	Responsilbe Beverage Service Training
Tim Noeut	01/28/24	Liquor exam

Experience

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

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 08/30/2028
- Deed
- Purchase Agreement

14. When do you intend to open for business? February 2024

15. What will be the main nature of business? Beer and Alchol Sales

16. What are the anticipated hours of operation? Monday thru Saturday 10am. to 11 pm Sunday 12 pm to 9 pm

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
7200 N 19th Street Lincoln NE 6821	23	P			
521 W Chadderton Dr Lincoln NE 68521	19	23			
4700 W F St Lincoln NE 68522	16	19			

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)

Im Noeut
Signature of **APPLICANT**

Im Noeut
Printed Name of **APPLICANT**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Nebraska Secretary of State

SMOKIN' LIQUOR LLC

Fri Feb 9 10:45:26 2024

SOS Account Number

2308308848

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

LISA LOMACK

521 W CHADDERTON DR

LINCOLN, NE 68521

Designated Office Address

1235 MAIN AVENUE

CRETE, NE 68333

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Aug 21 2023

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for SMOKIN' LIQUOR 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 21 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.

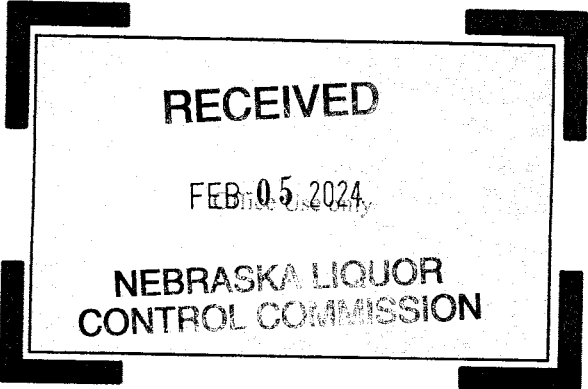
[Purchase Now](#)

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

Smokin'Liquor LLC

Name of Registered Agent: Im Nouet

LLC Address: 521 W Chadderton Dr

City: Lincoln State: NE Zip Code: 68521

LLC Phone Number: 717-318-7169 LLC Fax Number: _____

Name of Managing/Contact Member

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

Last Name: Noeut First Name: Im MI: _____

Home Address: 7200 N 19th Street City: Lincoln

State: NE Zip Code: 68521 Home Phone Number: 717-318-7169

Imnoeut

Signature of Managing/Contact Member

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

X

Last Name: Noent First Name: IM MI: _____

Social Security Number: [REDACTED]

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 100%

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 1st Ending Date: December 31st

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

CERTIFICATE OF ORGANIZATION

Robert B Evnen

1201 N Street Suite 120

Lincoln NE 68508

Name of Limited Liability Company: Smokin' Liquor LLC

The Initial Designate Office is: 1235 Main Avenue Crete NE 68333

The Initial Registered Agent in Nebraska:

The Initial Agent Name: Lisa Lomack

Initial Agent Address: 521 W Chadderton Dr. Lincoln NE 68521



Printed Name

Lisa Lomack

Organizer

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: _____

RECEIVED

FEB 05 2024

NEBRASKA LIQUOR
CONTROL COMMISSION

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: Smokin' Liquor LLC

PREMISES INFORMATION

Premises Trade Name/DBA: _____

Premises Street Address: 1229 Main Ave.

City: Crete County: Saline Zip Code: 68333

Premises Phone Number: 402-418-7078

Premises Email address: amynoeut04@gmail.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.

BARCODE

MANAGER INFORMATION

Last Name: Noeut First Name: Im MI: _____


Home Address: 7200 N 19th Street

City: Lincoln County: NE Zip Code: 68521 + 5848

Home Phone Number: 717-318-7169

Driver's License Number: 

Social Security Number: 

Date of Birth:  Place of Birth: Cambodia

Email address: Amynoeut04@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
7200 N 19th St Lincoln NE	2023	Present			
1 W Chadderson Dr Lincoln	2019	2023			
10 W F Street Lincoln NEbra	2016	2019			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
22	Present	MS V Shop LLC	Lisa Lomack	402-314-4912
21	21	Marenda Nails	Marenda	402--476-6657

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

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)
Im Nouet	02/26/2022	REsponsible beverage Service Training

*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

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.

***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.

Im Noeut

Signature of **APPLICANT**

Im Noeut

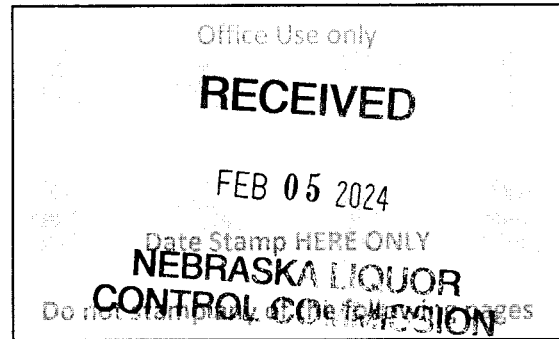
Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

**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 Smokin' Liquor LLC

Name of Person Being Fingerprinted: Im Noeuf

Date of Birth: [REDACTED]

Date fingerprints were taken: 12/05/2023

Location where fingerprints were taken: NSP 3800 NW 12th Street Lincol

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

Im noeuf

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

No. 43414405

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: [REDACTED]

Sex: FEMALE

Height: 5 feet 05 inches

Marital status: SINGLE

Country of former nationality: CAMBODIA

USCIS Registration No. A065 025 866

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Immoent

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: OMAHA, NEBRASKA

The Secretary having found that:

IM NOEUT

residing at:

LINCOLN, NEBRASKA

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: OMAHA, NEBRASKA

on: MARCH 08, 2023

such person is admitted as a citizen of the United States of America.

U. M. Juddo

U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW



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

Im Noeut

Political Party
Democratic

Precinct
01D10

Election Details

05/14/2024 2024 Primary Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: 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 was accepted and counted.

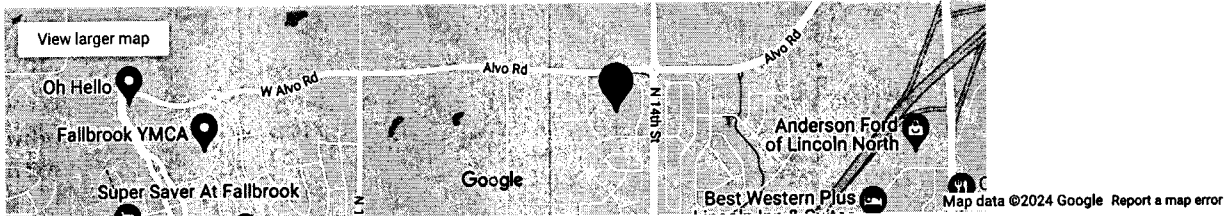
Polling Location

Kooser Elementary School

7301 N 13th St Lincoln, NE 68521
Main Hall

Parking Info

Voters park south of building.



Districts

Show

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LIQUORexam.com

LEARN TO SERVE AND SELL ALCOHOL LEGALLY AND RESPONSIBLY

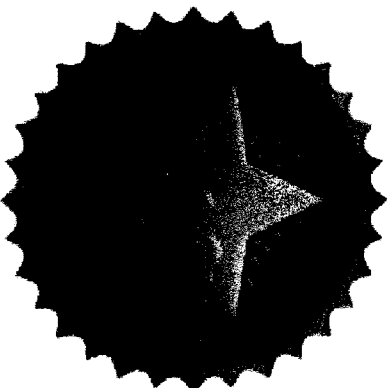
Certificate of Completion

This is to certify that

Im Noeut

has successfully completed the following
LIQUORexam.com Course and Examination

Course Name: Nebraska Alcohol Server/Seller Certification



Date: 01/28/2024

Expiration: 36 Months

Certificate #: 179490

Birth Date: 09/04/2000

Edward D. McLean, Administrator

www.LIQUORexam.com



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

IM NOEUT
holds a

State Alcohol certificate

Permit # RB-0148569

Permit Expires: 02-26-2025 Amount Paid: \$

 **R**esponsible **B**everage **S**ervice **T**raining
N **E** **R** **A** **S** **K** **A** 

General	Credential	Number	Earned	Expires
Im Noeut 521 w chadderton dr Lincoln NE 68521	STATE ALCOHOL	RB-0148569	02-26-2022	02-26-2025

Thank You

Your Appointment is Confirmed!

Liquor License Fingerprinting at
8:30 AM on Tuesday, December 5th
at 4600 Innovation Drive, Door 1, Lincoln, NE
68521

For your **Liquor License**
Fingerprinting appointment, please
bring the following information to
your appointment:

- Fingerprint Identification /
Requisitos de identificación

Order ID:	82004944
Fingerprint Fee:	\$45.25
NE.gov Fee:	\$1.75
Total Fee:	\$47.00

HOW DID WE DO?

SCHEDULE ANOTHER APPOINTMENT

This information has been sent to the email
address provided during the payment process.

Smokin' Liquor business plan will be to sell Beer, Wine, Hard Liquor. The store will also sell snacks and some small food items.

Tobacco and vape products

COMMERCIAL LEASE AGREEMENT

THIS INSTRUMENT WITNESSES:

That Jaime Castaneda and Carmen v. Castaneda, husband and wife, hereinafter called the "Owner", has this day leased to Smokn' liquor llc, hereinafter called the "Tenant", the following described premises:

The main level of the structure is located on the North Twenty-One Feet (N 21'), Lot Three (3), Block One (1), in the City of Crete, Saline County, Nebraska and commonly referred to as 1229 Main Ave. Crete, Nebraska 68333.

for a term of one (1) years, beginning the first day of Nov. 20th, 2023, to the last day of December 21st, 2024. Rental amounts shall accrue at the rate of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) per month, payable in advance, beginning on the first day of October 2023, and continuing the first day of each and every month thereafter throughout the first twelve (12) month of this Lease. Owner and Tenant further acknowledge that Tenant will not owe rent for the month September 2023, in exchange for and as consideration for labor and materials Tenant has invested and expended in making painting and repairing the floor to the leased which will benefit the Owner.

Tenant shall make all payments due hereunder to the Owner by hand delivery, or by sending the same via first class, United State Mail, sufficient postage pre-paid, to the Owner's address at 1145 Crestline Dr., Crete, Nebraska 68333. Tenant shall pay a security deposit in the sum of \$1,200.00 at the time of signing of this agreement.

To terminate this Lease at the end of the term, written notice must be provided to the other party prior to December 21st, 2024. In the event either party wishes to terminate this Lease Agreement during the term of the Lease, the Tenant and Owner each hereby agree such termination would have to be mutually agreed upon between the parties, in writing.

During the term of the Lease, the tenant shall pay for water, sewer, electricity, refuse removal, internet service and/or gas service fees in addition to the monthly rental payments from Tenant to the Owner. The Tenant shall, during the term of the lease, pay all the telephone fees and charges for the Tenant's telephone lines on the leased premises, if any. Owner agrees that Tenant may install any window treatments, coverings or displays on the leased premises, after first obtaining the consent of Owner. Tenant shall be responsible all snow removal and Tenant agrees to promptly remove any snow from the sidewalk and to keep the sidewalk in front of the leased premises free of the obstructions and debris.

The tenant shall be responsible for cleaning the leased premises, The Owner shall keep and maintain the leased premises in tenable condition. Tenant is also free to make any alterations, conduct remodeling and painting, but only after receiving the express consent of the Owner, it being understood and agreed that the Owner is under no obligation to make any alterations, remodeling, or painting during the term of this lease, except as set forth below.

If the premises, or any part of the premises, shall be damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's agents, the premises shall be promptly repaired by the Owner and there shall be an abatement of rent corresponding with the time during which, and to the extent to which, the premises may have been untenable. However, if the premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's agents to the extent the Owner shall decide not to rebuild or repair, the term of this lease shall end, and the rent prorated up to the time of the damage.

The Tenant shall maintain in full force and effect a public liability policy of insurance with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and a personal property policy of insurance with limits which shall at a minimum, cover all of Tenant's use and activities on the leased premises and agrees to hold harmless and keep the Owner free from liability as a result of its' activities and use of the leased premises.

It is understood and agreed that this Lease shall not be assigned without the consent of the Owner in writing; provided, however, that the Owner shall not unreasonably withhold Owner's consent without good cause.

The Tenant shall notify the Owner of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence. During any absence in excess of seven (7) days, the Owner, or the Owner's agent, may enter the premises at times reasonably necessary.

All personal property owned by the Tenant, or Tenant's agents which may be kept on the premises during the term of this Lease shall be kept on the premises at the risk of the Tenant, or Tenant's agents. The Tenant agrees to hold the Owner harmless for any damage or any injury or accident sustained by such personal property, except where such injury results from the active negligence of the Owner.

This Lease represents the entire understanding between the parties and shall not be altered except by a written document signed by both parties.

This agreement is intended to and shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

The Tenant shall not permit any unhealthy or unsightly accumulations or any nuisance of any type whatsoever on the leased premises and shall keep the leased premises and surrounding areas free and clear from all filth, refuse and obstruction.

The Tenant agrees that it will use and maintain the leased premises as a liquor store, that the Tenant will not use the leased premises as either a temporary or permanent residence, and for no unlawful purposes whatsoever and it will use all due care and diligence in guarding the leased premises from damage by fire. The parties agree that the Owner may enter the leased premises personally or through Owner's agent, to inspect the same at reasonable time during the normal business hours.

At the expiration of the Lease period the Tenant will without further notice quit and surrender possession and occupancy of the leased premises in as good as condition as reasonable use and natural wear and tear will permit, damage by fire as aforesaid, superior force and inevitable necessity excepted.

This Lease shall be construed under the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have hereunto subscribed to this instrument this day of November 2023.

OWNER:

TENANT:

Jaime CA.
J AIME CASTENEDA-ANDRADE

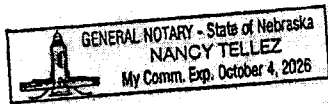
Imnoet
IM NUOET

Carmen V. Casteneda
CARMEN V. CASTENEDA

STATE OF NEBRASKA)
)ss.
COUNTY OF Saline)

The foregoing instrument was acknowledged before me this day of November 2023, by JAIME CASTENEDA-ANDRADE and CARMEN V. CASTENEDA, husband and wife.

Witness my hand and notarial seal on this 8th day of November, 2023.

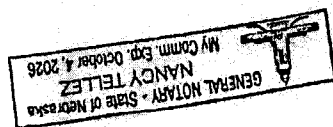


Nancy Tellez
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Saline)

The foregoing instrument was acknowledged before me this 8th day of November 2023, by IM NUOET

Witness my hand and notarial seal on this 8th day of November 2023.



Nancy Tellez
Notary Public

2/5/2024

12:46:43 PM

hannah.yates

S T A T E O F N E B R A S K A
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY r (R, S, M, D)

RECEIVED FROM:

REFERENCE: smokin liquor llc - 126276
ck 006 rcpt 170534

	CHECK	CASH	CURRENCY
	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢
REMITTANCE AMOUNT:	000400 00		

ACCT

DEPOSIT (+/-)

=====

63.476100

67.472201

=====

395

5

DEPRESS: ENTER - PROCESS

PA1 - RETURN TO MENU









2023 PROJECTS Revised 2/2/24

Air Methods hangar, east wall rusting thru - Astro buildings provided estimate

Replace fascia on Methods hangar, -Astro building provided estimate

Hangar Door on Methods hangar (Methods / cost share ?) **Evaluated 12/23 @\$70K**

Establish next AIP outline, Taxi way, hangar -Jerry started selection 7/23 Interviews 12/23

Beacon gear box appears worn

Establish JOINT and CRACK seal program Create annual budget to comply ?

Finish dirt piles, Burn Brush piles, haul Rail road ties to dump (When City Street dept avail)

Stock some cases of Aircraft oil , for sale to fuel customers (Sapp Brothers)

Vending Machine

Airport sign lighting- On road side

SRE/ Carbon monoxide fan bearings

Upgrade lobby area, " Welcome to CRETE signage" +Update furniture

Abandoned NDB shack in pasture

Hangar B thresholds have settled, tenants have installed ramps

Roll grass runway, March or April

Repair crack in sidewalk, northeast side of FBO

Conference room carpet faded/ Ceiling tile water damage

Oil change and service on John Deere mower for 2024 (2023= 100 hours)

FUTURE ITEMS

Skid steer, with attachments (Lease ?)

Upgrade courtesy vehicle

Reseal asphalt area of parking lot

AIRPORT MINIMUM STANDARDS, was submitted 1/22

LONG TERM

T hangar approaches, pave grass areas (Est \$100K)

Entry road culvert repair

Provide natural gas service

Install AWOS (Est \$600K)

COMPETED

New windsock 12,000

Old fuel tanks removed

MX hangar heat/ Lobby HVAC 10,000

SRE door stiffeners torn loose

WiFi/Cameras

TV6070 tractor serviced 5/23 @389 hours 500

TV6070 tractor serviced for 2024 (Completed 12/23) (2023=68 hours)

JD rider mower serviced 4/23 @1415 hours 100

Removal of tires in SRE bldg.

Removal of Waste oil

Runway / Taxiway lights repaired

Clean up Concrete rubble 6500

2 new walk thru doors on Maint hangar 3000

Relocate T hangar keys

Roof panels loose on A

Mens toilet needs base resealed-

TV in lobby (Weather channel)- 200

Post WiFi password, for public use

Remove pickets from fuel tank fence

Remove security light at old fuel tank/ Norris

Remove SKYDIVER symbols from aeronautical charts, and highway signs / **C Corr will contact NDOT**

Utility Vehicle for airport use IE: Mule 10,500

Install new refrigerated water fountain 1,000

Install shop airline in SRE 200

ORDINANCE NO. 2195

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO ALCOHOL SPECIAL DESIGNATED LICENSES; TO AMEND SECTION 10-127 OF THE CRETE MUNICIPAL CODE TO APPOINT BOTH THE CITY ADMINISTRATOR AND CITY CLERK AS AGENT FOR THE CITY IN MAKING A RECOMMENDATION AND APPROVAL OR DENIAL FOR SPECIAL DESIGNATED LICENSES IN THE CITY OF CRETE, NEBRASKA.

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

Section 1. That Chapter 10, Article 1, Section 10-127 of the Crete Municipal Code shall be amended as follows:

10-127 Alcoholic Beverages; Special Designated License; Designation Of Agent

Pursuant to the Nebraska Liquor Control Act, the City Administrator and City Clerk ~~is~~ are hereby appointed the agents for the City for making a recommendation and to approve or deny the application for special designated ~~permit~~ license to the Nebraska Liquor Control Commission. In making his or her recommendation, the City Administrator or City Clerk shall consult with the Mayor, Chief of Police, and City Attorney and follow the guidelines established by the Nebraska Revised Statutes and the ordinances of the City of Crete, Nebraska for the issuance of said license.

PASSED AND ENACTED the ____ day of March, 2024.

Mayor

ATTEST:

City Clerk





Master Fee Schedule

Fiscal Year 2023-24

CMC §1-930 Fiscal Management; Master Fee Schedule; Amendment; Conflicts

(1) Each fiscal year, the City Council shall adopt, by resolution, a [Master Fee Schedule](#), which shall establish rates, fees, charges, and other costs imposed by the City for goods and services provided to the public, for permits, licenses, and other grants of privilege, and for any other costs that may be imposed by law. A copy of the Master Fee Schedule, which shall be kept continually current, shall be readily available for public inspection at the City Clerk’s Office. Except as otherwise provided by law, all rates, fees, charges, and other costs found in the Master Fee Schedule shall be cumulative, and all rates, fees, charges, or other costs that may apply in a particular situation shall be due and payable.

(2) The Master Fee Schedule may be amended from time to time by resolution, order, or other appropriate action of the City Council.

(3) In the event of a conflict between the Master Fee Schedule and any other provision of the Crete Municipal Code, the highest rate, fee, charge, or other cost shall apply.

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PART I: GENERAL ADMINISTRATION

General Administrative Services

Recording/Filing Fee	\$10.00 for first page; \$6.00 per page for each additional
Certification Fee	\$1.50 per page
Notice Publication Fee	\$15.00
Copy Fee	See Library Services
Fax Fee	See Library Services
Election Filing Fee	1% of annual salary of elected position
Returned Check Charge	\$20.00-\$35.00 (dependent on bank servicing fee)
Tax Increment Financing	
Application Fee	\$500
Processing Fee	\$1,500
Administrative Fee	1% of TIF Note principal

Businesses and Organizations

Business Registration Fee	\$20.00
Itinerant Merchant/Peddler Permit	
Standard Permit	\$25.00
Seasonal Permit	\$325.00
Snow Removal License	\$10.00
Liquor License Application Fee	\$25.00
Bingo Permit	\$10.00
Junk Dealer License	\$10.00
Tobacco Dealer Application Fee	\$15.00
Tobacco Wholesale License	\$100.00
Amusement Device License Fee	\$10.00 per device

Fire and Rescue Services

Burn Permit Fee	\$10.00
Fire Safety Inspection Fee	\$50.00
Treat and Release	\$175.00
Ambulance Stand-by Service	\$100.00

Ambulance Services

Basic Life Support (BLS)	
Ambulance Service, non-emergency	\$1,030.00 plus mileage rate
Ambulance Service, emergency	\$1,140.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile

Advanced Life Support (ALS)	
Ambulance Service, non-emergency	\$1,250.00 plus mileage rate
Ambulance Service, emergency - Level 1	\$1,410.00 plus mileage rate
Ambulance Service, emergency - Level 2	\$1,760.00 plus mileage rate
Mileage, per mile patient travels	\$23.00 per mile
Advanced Life Support Intercept	\$100.00

Library Services

Late Return Fee – Print and Audiobooks	\$0.00
Late Return Fee – DVDs	\$0.10 per day, up to \$5.00 maximum
Copier/Printer Rates – 8.5" by 11" Black and White	\$0.20 per page/side
Copier/Printer Rates – 8.5" by 11" Color	\$0.50 per page/side
Copier/Printer Rates – Large Paper	Additional fee based on paper size
Fax	\$2.00 + \$0.50/page

Parks and Recreation

Recreation Programs*

Adult Coed Softball	\$425.00
Kickin' It Martial Arts	\$45.00
Micro Soccer	\$25.00
Micro T-Ball	\$25.00
Youth Basketball	\$30.00
Youth Flag Football	\$45.00
Youth T-Ball	\$25.00
Youth Soccer	\$45.00
Youth Volleyball	\$45.00
Pickleball Program	\$25.00
Sibling Discount	First Sibling, full price. Any siblings enrolled in the same sport receives a \$10.00 discount
Coaching Waiver	Coaches are allowed free registration for one child in their household who participates on their team.

Pool and Swimming*

Pool - Daily Admissions	
3 yrs. old & under	\$0.00
4 to 17 yrs. old	\$4.00
18 to 54 yrs. old	\$6.00
55+ yrs. old	\$4.00
Non-swimming Parent/Guardian	\$2.00
Pool – Season Passes	
Individual	\$75.00
Two Person	\$95.00
Three Person	\$115.00
Four Person	\$135.00
Five Person	\$155.00
Six or More Person	\$175.00
55+ Individuals	\$40.00
Pool Parties	\$250.00
Swimming Lessons	
Infant/Toddler Lessons	\$30.00
Youth/Adult Lessons	\$45.00
Swim Team	\$50.00
Water Aerobics	\$40.00

*If you have a demonstrated financial need, the Doane Equity Fund may be able to assist you. Contact the City for the necessary form.

Parks and Fields

Fields and Concessions (Reservations Required)	
Weekday Field Rental (Practices/Scrimmage)	Free for local teams, \$15.00 non-local teams
Weekday Field Rental (Games)	\$15.00 local teams, \$30.00 non-local teams
Weekend Field Rental (Games)	\$30.00 local teams, \$60.00 non-local teams
Tournament Field Rental (Fri/Sat/Sun)	\$120.00 per field, per day
Non-Refundable Tournament Deposit	\$120.00
Damage, Debris, or Dumping	\$50.00 minimum (time, materials, replacement)
Concessions Sponsorship	By Agreement
Field Sponsorship	By Agreement
Camping Fees	
Campsite Fee – Tuxedo Park	\$15.00 per day
Extended Stay	Prior approval required
Damage, Debris, or Dumping	\$50.00 minimum (time, material, replacement)

Police and Code Enforcement

Administrative Services

1 to 5 Copies	\$5.00
6 to 10 Copies	\$10.00
11 to 20 copies	\$15.00
21 plus copies	\$20.00 plus \$0.50 per additional page
Email Accident Reports	\$5.00
CD/DVD	\$5.00
USB Drive	\$5.00
Local Background	\$5.00

Vehicle and Traffic Enforcement

ATV & UTV Registration Fee	\$100.00 per year
Vehicle Impoundment Fee	\$25.00
Impound Storage Fee	\$5.00 per day
Vehicle Hobbyist Permit	\$100.00 per vehicle
Electric Vehicle Parking Fee	\$10.00 per hour after first 4 hours

Animal Regulations

Impoundment Fee – Domestic Animals	\$20.00 for first offense; \$40.00 for subsequent offenses
Impoundment Fee – Livestock	\$75.00 for first offense; \$150.00 for subsequent offenses
Impoundment Fee – Dangerous or Prohibited Animal	\$200.00 for first offense; \$300.00 for subsequent offenses
Boarding and Care of Impounded Animals	Daily boarding rate, as billed
Euthanasia Charge	As billed by veterinarian

Code Enforcement

Seasonal Grass Mowing	
1st Mowing	\$100 per hour
2nd Mowing	\$150 per hour
3rd and Subsequent Mowings	\$200 per hour
Tree and Brush Removal	\$100 per hour
Graffiti Removal	\$100 per hour
Snow Removal	
1st Removal	\$100 per hour
2nd Removal	\$150 per hour

3rd and Subsequent Removal	\$200 per hour
Nuisance Abatement	\$200 per hour plus landfill fees
Nuisance Hearing Application Fee	\$25.00
Vacant Property Registration Fee- Residential	\$250.00
Vacant Property Registration Fee- Commercial	\$1,000.00

PART II: BUILDING AND CONSTRUCTION

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

Commercial Building Permits

Commercial Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$2,000	\$27.00
\$2,001 to \$5,000	\$48.00
\$5,001 to \$100,000	\$48.00 plus \$4.28 per \$1,000 over \$5,000
\$100,000 to \$500,000	\$455 plus \$2.14 per \$1,000 over \$100,000
\$500,000 to \$1,000,000	\$1,311 plus \$1.60 per \$1,000 over \$500,000
\$1,000,000 and over	\$2,113 plus \$1.07 per \$1,000 over \$1,000,000

Commercial Plumbing Permits	
Permit Issuance Fee	\$18.25 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00
\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

Commercial Mechanical Permits	
Permit Issuance Fee	\$37.50 plus additional fee listed below:
Estimated Cost of Work	Additional Fee
\$1.00 to \$500	\$21.50
\$501 to \$1,500	\$43.00

\$1,501 to \$5,000	\$80.00
\$5,001 to \$10,000	\$150.00
\$10,001 to \$25,000	\$250.00
\$25,001 to \$50,000	\$400.00
\$50,001 to \$100,000	\$642.00
\$100,001 and over	\$642 plus \$1.07 per \$1,000 over \$100,000

Residential Building Permits

Residential Construction, Remodel, and Repair	
Estimated Cost of Work	Permit Fee
\$1.00 to \$500	\$24.00
\$501 to \$2,000	\$24.00 plus \$3.00 per \$100 over \$500
\$2,001 to \$40,000	\$69.00 plus \$11.00 per \$1,000 over \$2,000
\$40,001 to \$100,000	\$487 plus \$9.00 per \$1,000 over \$40,000
\$100,001 to \$500,000	\$1,027 plus \$7.00 per \$1,000 over \$100,000
\$500,001 to \$1,000,000	\$3,827 plus \$5.00 per \$1,000 over \$500,000
\$1,000,001 and over	\$6,327 plus \$3.00 per \$1,000 over \$1,000,000

For the purpose of determining the estimated cost of work for residential projects, the following minimum square footage valuations will be used for new residential construction, additions, remodels, and residential accessory buildings:

Dwelling Unit	\$81.52 per sq. ft.
Finished Basement	\$24.56 per sq. ft.
Unfinished Basement	\$16.40 per sq. ft.
Accessory Building (inc. attached garages)	\$19.14 per sq. ft.
Deck	\$14.41 per sq. ft.
Concrete Slabs & Driveway	\$3.45 per sq. ft.
Swimming Pool / Spa	\$73.34 per sq. ft.
Residential Plumbing Permits	
New Construction Package	\$37.50 per dwelling unit
Permit Issuance Fee	\$18.25 plus the individual costs listed below:
Bathtub	\$6.50
Clothes Washer	\$4.25
Dish Washer	\$3.25
Floor Drain	\$4.25
Garbage Disposal	\$6.50
Laundry Tub	\$6.50
Lavatory	\$6.50
Lawn Irrigation System	\$16.00

Sewer Service Line	\$18.25
Shower	\$6.50
Sink	\$6.50
Water Closet	\$6.50
Water Conditioner	\$8.00
Water Heater	\$8.50
Water Service Line	\$18.25

Residential Mechanical Permits	
New Construction Package	\$37.50 per dwelling unit
Furnace Replacement	\$21.50
Central Air Replacement	\$21.50

Miscellaneous Fees

Fence Permit	\$25.00
Building Moving Permit	\$75.00
Mobile Home Permit	\$50.00
Demolition Permit	\$25.00
Water Well Permit	\$50.00
On-site Wastewater Permit	\$50.00

Inspections and Plan Review

Additional Inspection Fee	\$80.00 per inspection
Plan Review Fee	\$50.00

Public Property and Right-of-way

Barricade Fee – Type 3	\$15.00 per day
Barricade Fee – Type 2 / 2A	\$5.00 per day
Curb Cut Permit	\$12.00 per linear foot with a \$75.00 minimum
Street & Alley Right-of-Way Permit	\$75.00
Sidewalk Right-of-Way Permit	\$35.00
Sidewalk Café Permit	\$50.00

Signs and Awnings

Sign Permit Fee	\$27.00 or \$1.00 per sq. ft., whichever is greater
Awning Permit Fee	\$40.00 or \$4.00 per sq. ft., whichever is greater

Specialized Trade and Contractor Licensing

License & Registration Fees	
Master Plumber Contractor	\$75.00
Journeyman Plumber	\$37.50
Plumber's Apprentice	\$25.00
Lawn Irrigation Contractor	\$25.00
Water Conditioning Contractor/Installer	\$75.00

The permit fee for building, constructing, or engaging in any activity that requires a building permit or other permit issued by the Building Inspector or Public Works Department prior to the application and receipt of such permit shall be 1% of the regular permit fee, or \$100.00 whichever is greater, plus any additional fines, fees, penalties, or costs that may otherwise be imposed by law.

Equipment Rental Fees

Electric line trucks	\$78.00 per hour
Skid loader	\$40.00 per hour
Front end loader	\$85.00 per hour
Grader	\$70.00 per hour
Dump Truck - single axle	\$45.00 per hour
Dump truck - double axle	\$55.00 per hour
1/2 Ton Pick-up	\$40.00 per hour
3/4 Ton Pick-up	\$40.00 per hour
1 Ton Pick-up	\$40.00 per hour
Tractor w/ blade or mower	\$40.00 per hour
Street sweeper	\$60.00 per hour
Chipper	\$40.00 per hour
Air compressor	\$35.00 per hour
Gas driven pump	\$10.00 per hour
Pumps	\$10.00 per hour
Barricade with flashers	\$2.50 per barricade per day
Backhoe	\$70.00 per hour
Tar Kettle	\$35.00 per hour
Cones	\$1.00 per cone per day
Concrete Cuts	\$20.00 minimum up to 25 ft.
	\$1.75 per foot after minimum cut
Curb Cuts	\$155.00 minimum
	\$12.00 per foot, whichever is greater
Milling Machine	\$155.00 minimum
*includes skid loader & labor	\$12.00 per foot, whichever is greater
Trencher	\$73.00 per hour
Sewer machine	\$40.00 per hour

Trailer	\$15.00 per hour
Dumping trees in landfill	\$70.00 side dump trailer
	\$50.00 dump truck
Mileage	\$0.65 per mile
Dirt	\$5.00 per yard
5-yard dump truck	\$70.00 delivered (includes truck costs)
10-yard dump truck	\$105.00 delivered (includes truck costs)

PART III: LAND DEVELOPMENT, PLANNING, AND ZONING

Land Use and Zoning Compliance

Floodplain Development Permit	With Building Permit
Comprehensive Plan Amendment	\$200.00

Plat Review and Recording

Preliminary Plat	\$200.00 plus City Engineer costs
Final Plat	\$200.00 plus City Engineer costs
Other Plats	\$200.00 plus City Engineer costs
Recording Fee	\$25.00

Special Requests

Special Exception Permit	\$200.00
Zoning Change	\$200.00
Variance Request	\$150.00

Subdivision Development

Application Fee	\$100.00
Subdivision Review & Inspection Fee	\$250.00
Recording Fee	\$25.00

PART IV: PUBLIC WORKS AND UTILITIES

Airport Service

Airplane Wash Bay (self-service)	\$50.00 per airplane
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Electric Service

Residential Service Rates

Residential Services, all classifications, per month	
Customer charge	\$19.50
Rate per kWh – Summer	\$0.1087 per kWh
Rate per kWh – Winter	\$0.1087 per kWh for first 650 kWh used; \$0.0887 per kWh over first 650 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service Rates

General Services, all classifications except General Service; Demand, per month	
Customer charge, single phase service	\$33.00
Customer charge, three phase service	\$57.35
Rate per kWh – Summer	\$0.1146 per kWh
Rate per kWh – Winter	\$0.1146 per kWh for first 1,200 kWh used; \$0.0971 per kWh over first 1,200 kWh used
Load management credit (Summer only)	\$2.50 per controlled kW or HP

General Service; Demand, per month	
Customer charge	\$85.00
On-peak demand charge – Summer	\$28.80
On-peak demand charge – Winter	\$21.00
Off-peak demand charge – Summer	\$9.80
Off-peak demand charge – Winter	\$21.00
Rate per kWh – All seasons	\$0.0463 per kWh

Electric Vehicle Charging Rate	\$0.135 per kWh
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Large Power Service Rates

Large Power Service; LP1, per month	
Customer charge	\$225.00
On-peak demand charge – Summer	\$27.25
On-peak demand charge – Winter	\$20.95
Off-peak demand charge – Summer	\$8.50
Off-peak demand charge – Winter	\$20.95
Rate per kWh – All seasons	\$0.0406 per kWh

Large Power Service; LP2, per month	
Customer charge	\$225.00

On-peak demand charge – Summer	\$26.20
On-peak demand charge – Winter	\$19.85
Off-peak demand charge – Summer	\$8.25
Off-peak demand charge – Winter	\$19.85
Rate per kWh – All seasons	\$0.0395 per kWh

Irrigation Service Rates

Customer charge	\$49.00
On-peak HP charge	\$94.50
Off-peak HP charge	\$32.85
Rate per kWh	\$0.0848 per kWh

The rates above are for the Irrigation Season from June 1 through September 30. During the off-season, the energy charge for all kWh used is based on the General Service G rate. There is a minimum seasonal charge that is the greater of: the HP charge or \$120. The billing HP is the nameplate rating of the motors connected to this service classification.

Lighting Service Rates

City Street Lighting (SL), per month	
Customer charge	\$10.00
Rate per kWh – Summer	\$0.0627 per kWh
Rate per kWh – Winter	\$0.0627 per kWh

Rental Lighting (PL)	
Customer charge	\$10.00
PL1 – 175 watt mercury vapor light	\$8.50 per fixture
PL2 – 100/150 watt sodium vapor light	\$7.70 per fixture
PL3 – 400 watt mercury vapor light	\$14.65 per fixture
PL4 – 400 watt sodium vapor light	\$14.65 per fixture
PL7 – 1,000 watt mercury vapor light	\$22.10 per fixture

Rental Lighting (ML)	
Customer charge	\$10.00
ML1 – 175 watt mercury vapor light	\$4.60 per fixture
ML2 – 100/150 watt sodium vapor light	\$4.35 per fixture
ML3 – 400 watt mercury vapor light	\$5.65 per fixture
ML4 – 400 watt sodium vapor light	\$5.35 per fixture
ML7 – 1,000 watt mercury vapor light	\$7.10 per fixture

Cogeneration Rates

Owners of small power and energy production facilities must enter into a small power and cogeneration agreement with the City.

Cogeneration CG1	
Customer charge – 240 volts or less	
Single phase meter	\$13.00 per meter
Three phase meter	\$29.00 per meter
Customer charge – Over 240 volts	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

Cogeneration CG2	
Customer charge – All voltages	
Single phase meter	\$29.00 per meter
Three phase meter	\$51.00 per meter
Rate per kWh for energy purchased by the City	\$0.0378 per kWh

The rate per kWh for energy purchased by the City will have a fuel and energy adjustment applied to the electric rate classification for retail power and energy sales to the producer, based on the pooled energy adjustment assessed by the City's power supplier.

Avoided Cost Rate for Solar and Wind Cogeneration	
Generator nameplate rating of 25 kW or less	\$0.04070 per kWh
Generator nameplate rating greater than 25 kW	\$0.04209 per kWh

Production Cost Adjustment

The base production cost presently in effect is \$0.07184 per kWh, including purchased power costs and transmission service.

Fees and Charges

Service Deposits	
Residential Services	
R and RL, except mobile homes	\$100.00
R and RL, mobile homes	\$250.00
RH and RHL, single-dwelling units	\$250.00
RH and RHL, multiple-dwelling units	\$150.00
General Services	
All general services	80% of the total amount of two months bills, with a minimum of \$50.00
Large Power Services	As set by contract with the City

The service deposits listed above shall apply to all new applications for electric service. The deposits do not apply to existing accounts or transfers of service within the service area of the City unless the customer's rate classification changes.

Any service deposit collected according to this schedule from RH and RHL applicants may be reduced by thirty percent (30%) when a customer has maintained on-time payments for twelve consecutive months.

Connection Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Sewer Service

Sewer Service Rates

All Residential Service Classes	
Customer charge	\$29.70
Rate per 1,000 gallons of water consumption	\$2.63
All Commercial Service Classes	
Customer charge	\$32.40
Rate per 1,000 gallons of water consumption	\$2.63
All Industrial Service Classes	
Customer charge	\$3,000.00
Rate per 1,000 gallons of water consumption	\$1.84

- For Residential Service Classes, the variable rate is based on the average monthly water consumption for the months of December, January, and February.
- For Commercial Service Classes, the variable rate may be based on the average monthly water consumption for the months of December, January, and February or on the actual water consumption each month.
- For Industrial Service Classes, the variable rate is based on the actual water consumption each month.

Along with the general service rates listed in the table above, additional surcharge rates will be assessed to any customers who discharge high strength wastewater:

Surcharge Rates	
Biochemical Oxygen Demand	\$0.44 per pound of B.O.D.
Total Suspended Solids	\$0.22 per pound of T.S.S.
Total Kjeldahl Nitrogen	\$0.81 per pound of T.K.N.

Fees and Charges

Tap Fees and Charges	
4" Sewer Service	\$615.00
Larger than 4" Sewer Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Service Deposits	
Residential Service Classes	\$10.00
Commercial Service Classes	150% of the average monthly charge
Industrial Service Classes	150% of the average monthly charge

Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Slug Treatment

Slug Treatment Fees and Charges	
Service Charge	\$15.00 per visit
Load Charge, whichever is greater:	
Flat rate	\$20.00 per load
Variable rate	\$3.00 per 100 lbs. C.O.D. per load plus \$5.00 per 100 lbs. Dry Solids per load plus \$0.50 per 1,000 gallons of flow per load
Labor Charge	\$20.00 per man-hour
Supplies Charge	\$10.00 per barrel of grit

All slug delivered for treatment is subject to inspection. The City reserves the right to refuse any slug at any time and may require any person delivering slug for treatment to provide test results of the slug composition.

Solid Waste Collection

Residential Rates

Residential Rates, per month	
1 Cart	\$21.17
2 Carts	\$26.21
Yard Waste, optional	\$12.00

Commercial Rates

For the collection of solid waste and recyclable materials placed in approved carts or toters, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Carts/Toters		
Pickup Frequency (per week)	\$/month - 1 Cart/Toter	\$/month - 2 Carts/Toters
1 time	\$21.06	\$34.01
2 times	\$35.29	\$47.63
3 times	\$48.32	\$60.96
4 times	\$63.12	\$74.94
5 times	\$76.82	\$89.47
6 times	\$90.09	\$102.76

For the collection of solid waste and recyclable materials placed in approved dumpsters, with occasional overages, from commercial customers, the following rate schedule shall apply:

Commercial Rate Schedule – Dumpsters					
Pickup Frequency (per week)	\$/month per Dumpster Size (yards)				
	2 yards	3 yards	4 yards	6 yards	8 yards
1 time	\$58.96	\$77.16	\$102.96	\$154.45	\$205.94
2 times	\$89.44	\$115.10	\$205.75	\$308.91	\$411.88
3 times	\$118.86	\$154.32	\$308.91	\$463.37	\$617.51
4 times	\$166.96	\$193.53	\$411.88	\$617.82	\$823.76
5 times	\$213.76	\$232.74	\$514.86	\$772.28	\$1,029.71
6 times	\$256.45	\$271.96	\$617.82	\$926.75	\$1,235.66

Transfer Station Rates

For the deposit of solid waste and recyclable materials at the Transfer Station, the following rate schedules shall apply:

Transfer Station Rate Schedule – Household Trash	
Amount/Type	Rate
Trash bag (13 gal.)	\$1.00 per bag
Trash can/Toter	\$5.00 per can/toter
Car trunk load	\$11.00 per trunk load
Small Pickup load	\$16.00 per pickup load
Large Pickup load	\$27.00 per pickup load
Trailer load	\$44.00 per trailer load
Miscellaneous large items (<i>i.e.</i> sofas, mattresses, etc.)	\$11.00 per miscellaneous large item

Transfer Station Rate Schedule – Construction Materials (Roofing, Shingles, Plaster, Wood)	
Amount/Type	Rate
Trash can/Toter	\$11.00 per can/toter
Small Pickup load	\$44.00 per pickup load
Large Pickup load	\$60.00 per pickup load
Trailer load	\$88.00 per trailer load

Transfer Station Rate Schedule – Recycling Materials	
Amount/Type	Rate
Recyclable Materials*	\$0.20 per pound (minimum of \$1.00)

*Recyclable materials includes: cardboard, aluminum, tin, mixed paper, empty aerosol cans, and plastics numbered 1-7.

Water Service

Service Charge

The monthly service charge for all customer classifications except cash water sales is determined by the size of the meter through which the customer receives service:

Meter Size	Meter Equivalent	Monthly Service Charge
3/4"	1.67	\$18.57
1"	2.67	\$30.37
1 1/2"	3.33	\$61.51
2"	5.33	\$99.33
3"	10.00	\$183.54
4"	16.66	\$306.53

Water Service Rates

The following monthly water service rates are determined by the amount of water passing through the meter:

General Service Rate, per month	
First 50,000 gallons used	\$1.03 per 1,000 gallons
Over the first 50,000 gallons used	\$0.85 per 1,000 gallons
Over the first 100,000 gallons used	\$0.85 per 1,000 gallons
Off-peak Service Rate, per month	\$0.60 per 1,000 gallons
Cash Water Sales	
Service charge	\$3.00
Rate per 1,000 gallons	\$4.00

Fees and Charges

Service Deposits	
Permanent meters	\$10.00
Mobile service meters	\$100.00
Tap Fees and Charges	
3/4" water service	\$588.00 plus \$9.50 per foot over 60 feet
1" water service	\$642.00 plus \$11.00 per foot over 60 feet
1 1/2" water service	\$883.00 plus \$15.00 per foot over 60 feet
2" water service	\$1,284.00 plus \$21.50 per foot over 60 feet
Larger than 2" Water Service	As negotiated
Charges for removal and replacement of paving, etc.	Actual costs

Connection Charges	
Lots up to 44' of frontage	\$308.00
Lots over 44' of frontage	\$7.00 per foot of frontage
Connection Service Charges	
Connections or reconnections made during normal working hours	\$35.00
Connections or reconnections made outside normal working hours at the customer's request	\$50.00

Maintenance Service Charge	\$10.00 per month
Late Payment Charges	Additional 10%
Collection Charge	\$5.00
Returned Check Charge	\$20.00
Waiver/Due Date Extension Charge	\$2.00 per day

Customers will not be charged for service calls unless the service issues are due to the customer's actions or facilities or caused by freezing or mechanical damage. In such events, there will be a \$40.00 service call charge plus labor and materials.

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA ESTABLISHING THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2023-2024.

WHEREAS, on April 6, 2021, the City Council enacted Ordinance 2123, providing for the establishment of a Master Fee Schedule;

WHEREAS, pursuant to Ordinance 2123 and the newly created Crete Municipal Code § 1-930, the City Council shall adopt an annual Master Fee Schedule, which shall establish the rates, fees, charges, and other costs imposed by the City for goods and services provided to the public, for permits, licenses, and other grants of privilege, and for any other costs that may be imposed by law; and

WHEREAS, the City Council has reviewed and compiled the rates, fees, charges, and other costs imposed by the City for goods and services and has determined the attached Master Fee Schedule contains a comprehensive and accurate delineation of appropriate rates, fees, charges, and other costs for fiscal year 2023-24.

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

Section 1. That the Master Fee Schedule attached to this resolution and incorporated herein by reference shall be adopted as the City of Crete's Master Fee Schedule for fiscal year 2023-24.

Section 2. That the attached Master Fee Schedule shall become effective on February 7, 2024.

PASSED AND ADOPTED this 5th day of March 2024.

Mayor

ATTEST:

City Clerk

Saline County Agricultural Society, Inc. Lease for Tuxedo Park

THIS AGREEMENT made and entered into this ____ day of March, 2024, by and between the City of Crete, Saline County, Nebraska, hereinafter referred to as the “Lessor” and Saline County Agricultural, hereinafter referred to as the “Lessee”, WITNESSETH:

WHEREAS, the Lessor is the owner of the following described real estate in Saline County, Nebraska, commonly known as Tuxedo Park and is used for park purposes, to wit:

A tract of land located in the Southwest Quarter of Section 27, Township 8 North, Range 4 East and in the Southeast Quarter of Section 28, Township 8, Range 4 East of the 6th P.M., Saline County, Nebraska, more particularly described as follows;

Commencing at the West Quarter corner of said Section 27, thence South along the West line of Section 27 a distance of 481.00 feet to the point of beginning, thence East 90°00' left a distance of 400.00 feet, thence 90°00' right a distance of 109.00 feet, thence Southwesterly 50°00' right a distance of 230.00 feet, thence South 50°00' left a distance of 300.00 feet. Thence Southwesterly 45°00' right a distance of 375.0 feet crossing the section line between Section 27 and Section 28, thence 45°00' right a distance of 172.0 feet to the center of a drainage ditch, thence Northerly following the meander of the centerline of said drainage ditch to a point due East of the point of beginning, thence East 125.0 feet to the point of beginning.

WHEREAS, the Lessee is the owner of certain buildings which are located within said park and are shown according to the plat marked Exhibit “A”, attached hereto and made a part hereof, said buildings being located on real estate of which the Lessor is owner; and

WHEREAS, the Lessor and the Lessee wish to improve the lease signed in 1976 and modified in 1995; and

WHEREAS, the Lessor and the Lessee desire to enter into a written lease for the use of the land upon which the said buildings are located and for the further use of the entire park area known as Tuxedo Park and more particularly described above for that period of time commonly referred to as “Fair Week” and more specifically set out below,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Lease of Premises. Lessor recognizes the ownership of and interests of the Lessee in the said buildings set out in Exhibit “A” which is attached hereto, and for and in consideration of the annual sum of \$1,000.00, or in kind services to this sum, does hereby lease unto the Lessee the real estate upon which said buildings are located according to Exhibit “A”.
2. Term. The term of this ground lease shall be for a period of one year, to be renewable as set out below, commencing upon the date of the signing of this contract, for as long as the Lessee maintains and keeps said buildings in usable condition and abides by the terms

hereof. In the event the Buildings are destroyed, demolished, and or otherwise removed, Lessor shall consider, but is required to approve, requests to create a new lease.

3. "Fair Week" Terms. Lessor hereby leases unto the Lessee the real estate known as Tuxedo Park and described more particularly above, for that period of time known as "Fair Week", more particularly described as that period of time from 12:01 o'clock a.m. on Tuesday of said "Fair Week" to 12:00 o'clock midnight on the following Tuesday; provided that the date of "Fair Week" shall be made known to the Lessor by the first day of February of each year that this lease is in effect; provided, however, that if Lessee fails to notify Lessor of the dates of said "Fair Week" by the first day of February, this lease shall be considered terminated by the Lessee upon the option of the Lessor, but the Lessor may waive the requirement of notice by the first day of February of each year and allow later notice; provided, further, that the South Campground is specifically exempted from this lease for "Fair Week" and no right or use is intended to be transferred to Lessee for said areas.
4. Facilities and Expansion. Lessee shall have access to the buildings referred to above and shown on "Exhibit A" at all times during the year. Lessee shall be responsible for forwarding a new "Exhibit A" showing the completion of any approved new buildings. Any additional building or structures to be placed in Tuxedo Park after the initial signing of this agreement must be first approved by the Mayor and City Council of the City of Crete. Requests for expansion shall include an estimated location of the new structure or facility, intended use, estimated expectation of increased use to the park, and construction designs for the Mayor and Council's review.
5. Building Improvements. The parties acknowledge that the Lessee owns buildings on the premises. Lessee may, with Lessor's consent (which shall not be unreasonably withheld) and at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit the premises for its intended use, and all buildings, fixtures and improvements of every kind installed by Lessee shall remain the property of Lessee, who may remove them upon the termination of this lease, provided, that such removal shall be done in such a manner as to not injure or damage the premises.
6. Fair Week Entrance Fee. Lessor agrees that Lessee may charge a reasonable entrance fee to the general public for admission to the County Fair which is held by the Lessee during the "Fair Week" referred to above. Provided, that Lessee shall not exclude from or charge admission to any individual renting space in the South Campground or leasing space in Tuxedo Park on a more permanent basis.
7. Cleaning and Maintenance. Lessee agrees to keep clean the premises leased to it during "Fair Week". It is understood that said premises will be also cleaned as soon as possible after "Fair Week" has ended, but in no even shall Lessee take more than seven (7) days to do so. If, after seven (7) days have elapsed and the premises have not been cleaned and restored to a reasonable condition by Lessee, then Lessor may enter onto the premises, clean the premises to its own satisfaction, and charge a reasonable fee for doing so. Said fee shall be based on the hourly rate of each City employee times the hours worked plus a reasonable charge for any equipment used as published in the Crete Fee schedule.

8. Rodeo Arena Use. The rodeo arena shall be available to the Lessee during "Fair Week" and any activities held therein during said period must be authorized by Lessee.
9. Facility Maintenance During Fair Week. Lessor agrees to be responsible for the maintenance and upkeep of the permanent restroom and shower facilities near the softball diamond with the exception of that period of the year known as "Fair Week" when Lessee agrees to maintain said facilities. In the event Lessee needs assistance for maintenance during this week, Lessor shall bill Lessee for work completed based on the hourly rate of each City employee times the hours worked plus a reasonable charge for any equipment used as published in the Crete Fee schedule.
10. Use of Lessee Owned Facilities outside Fair Week. Lessee shall give reasonable notice to Lessor of all activities and events held in their facilities outside of fair week to coordinate the need for parking and access to Tuxedo Park. Lessee shall inform Lessor of any changes in proposed uses for the buildings. Lessee shall comply with all applicable laws in connection with its use of the Premises.

- a. Shooting Range. The parties further agree that there is currently a public road that travels through the leased premises and that this road shall be closed at all times during the operation of said range and that Lessee shall be responsible for operating the gate to allow emergency and overweight vehicles through said range.

Lessee further agrees to submit a written list of proposed shooting times and dates to Lessor no later than February 1 of each year for that year's shooting schedule and that once the shooting schedule is approved that the road shall be closed by Lessee, except to emergency or over sized vehicles, during all times that the range is being used and that no shooting shall be allowed on said range except during scheduled dates and times, unless approved by Crete City Council. Lessee agrees that all shooting during scheduled shoots shall not commence before 8:00 a.m. and shall cease on or before 10:00 p.m. The parties agree that there will be no shooting before or after the hours listed herein, without the express approval of Crete City Council.

- b. Shooting Range Road Access: The parties agree further agree that the public road used for the shooting range is the only road into said park, except for a road that crosses the Big Blue River, and in the event said other road is closed for repairs, replacement or any other public safety reason by Lessor, all shooting shall cease immediately at the shooting range without further notice being given by Lessor to Lessee and said shooting shall not resume until said other road is reopened for public use. Lessee agrees to place signs at the entrance to Tuxedo Park Road on 13th Street and at the entrance to the County Road at the south end where it intersects with the East-West county Road which shall clearly state when said road going through said gun range is closed. Lessee agrees that said signs shall be constructed so that they will be displayed when the road is closed to through traffic and folded or taken down when the road is open and that Lessee shall be solely responsible for the operation and placement of these signs and that the signs shall be put up no sooner than thirty (30) minutes before any shooting activity and shall be taken down no later than thirty (30) minutes after any

shooting activity has ceased. Lessee shall also be solely responsible for opening and closing gates at the same time they place or remove these signs.

11. Quiet Possession of Premises. Lessor covenants to keep Lessee in quiet possession of the premises so occupied during the term of this lease as provided herein so long as the Lessee abides by and is in conformity with all laws, ordinances and legal regulations which may be in effect in the State of Nebraska, County of Saline and the City of Crete.
12. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Lessee agent's and employees' use of the Premises during the Lease Term, and Lessee hereby waives all claims against Lessor for injury to persons in and upon the Premises or for damage to the Building or Lessee's personal property from any cause whatsoever, except to the extent the same are the result of the gross negligence or willful misconduct of Lessor or Lessor's agents or employees.
13. Insurance. The Lessee agrees to provide public liability, fire and extended coverage insurance for its buildings and the contents thereof; said public liability coverage insurance shall be extended to include the entire park as set out above for that period of time referred to as "Fair Week" and said liability insurance shall be at least in an amount equal to the general liability insurance policy carried by the Lessor and in effect during that period of time; Lessor may demand proof said coverage by Lessee immediately prior to or during the time referred to as "Fair Week" and failure to provide adequate proof shall be grounds for Lessor to declare this lease terminated for the provisions of "Fair Week"; all such insurance shall provide coverage to hold the Lessor, its officers, agents and employees harmless from and indemnified against any loss, damage or expense resulting from injury to person or persons or damage to or loss of property proximately caused through the negligence of the Lessee, its officers, agents or employees upon the premises so leased.
14. Assignment. Tenant shall not assign this Ground Lease or sublease any part of the Premises without the written consent of Lessor. Lessor shall have the right to withhold consent to any proposed assignment or sublease in in Lessor's sole discretion.
15. Severance. At the termination of this lease, all building improvements shall be severed and remain property of the Tenant.
16. Settling of buildings in the event of termination. The parties hereby recognize the fact that the buildings and structures erected by Lessee upon Lessor's land may have a value and worth which will benefit the party who remains in possession of said building or buildings upon termination of this lease. Lessor specifically recognizes the right of Lessee to remove any buildings or structures which it owns from the leased premises. In recognition of the fact that Lessee will need an adequate amount of time to relocate its buildings and structures should the lease be terminated, Lessee is hereby given twelve (12) months in which to remove any of its buildings or structures. The parties hereby recognize the fact that if Lessee does not remove all of its buildings and structures which

remain on Lessor's property then Lessor may receive a benefit from the buildings and the structures which remain upon the Lessor's property. It is therefore agreed that if Lessor terminates this lease and Lessee is required to remove its structures and buildings, then, in that event, Lessee may elect to abandon and lease any of said buildings and structures upon Lessor's property and, upon said election made in writing and notice given to Lessor to abandon and lease any of said buildings and structures upon Lessor's property, ownership of said buildings shall immediately pass to Lessor. Upon the happening of said event because of termination by said Lessor, Lessee shall be entitled to compensation for said buildings and structures which are abandoned and left to the ownership of the Lessor so long as the condition of said building is operable, safe, and conforming to Crete City Code. Compensation for said buildings and structures shall be determined at the time of termination and abandonment as follows: Lessor shall appoint a qualified and licensed appraiser, Lessee shall appoint a qualified and licensed appraiser, and appraisers shall then choose a third qualified and licensed appraiser to determine the value of said buildings and structures whose ownership are transferred to the Lessor in operable, safe, and to code condition. If the three appraisers cannot arrive at an agreed upon value of said buildings and structures, then the agreed upon price to be paid by Lessor to Lessee shall be the average of the three appraised values as determined by said appraisers. Provided, further, that compensation for said buildings and structures from Lessor to Lessee shall not be due from Lessor to Lessee if Lessee is the party that elects to terminate this lease, but Lessee shall have the right of removal of said buildings and structures as provided above and if Lessee fails to remove any buildings or structures within twelve (12) months after notice of termination has been given to Lessor, then ownership of said buildings and structures shall automatically pass to Lessor.

17. Governing Law; Waiver of Jury Trial. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS GROUND LEASE.
18. Binding Effect. This Lease shall be binding upon the permitted successors in interest of the parties.
19. No Waiver. No waiver by Lessor of a default by Lessee shall be implied, and no express waiver shall be extended beyond the default and period specified. No term or condition of this Ground Lease shall be construed to have been waived by Lessor, unless Lessee shall have secured such waiver from Lessor in writing.
20. No Agency or Partnership. This Lease is not intended and shall not be constructed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between the parties.
21. Entire Agreement; Amendment. This Lease contains the entire agreement of the parties with respect to the Premises. This Lease cannot be modified or amended except by a writing signed by the parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the Effective Date.

Lessor: City of Crete, Nebraska
a municipal corporation

Lessee: Saline County Agricultural Society, Inc.
a Nebraska nonprofit corporation

By: _____

By: _____

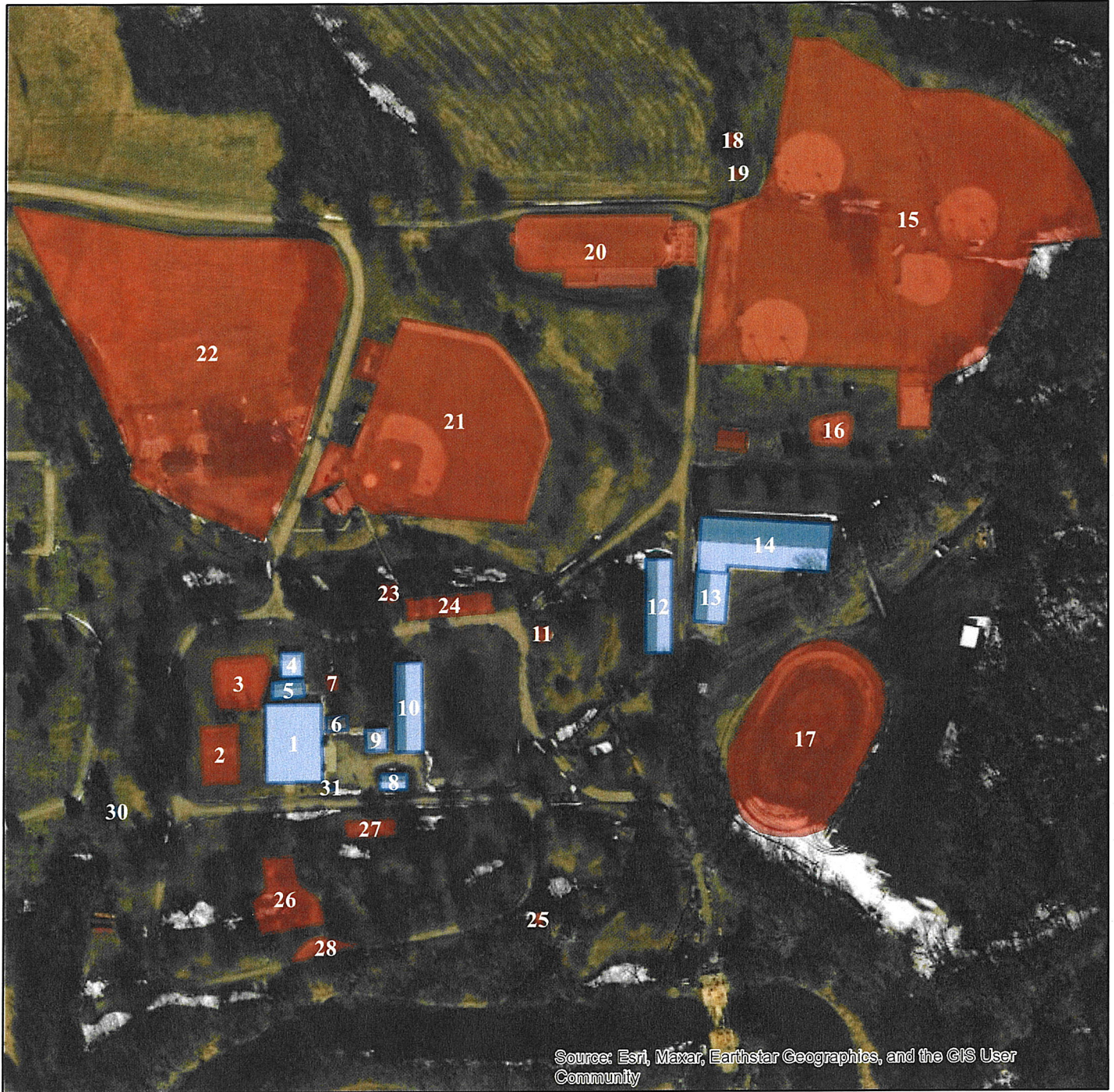
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Name: _____

Title: _____

Title: _____

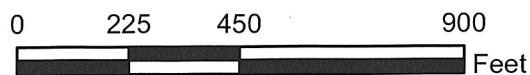
Tuxedo Park Buildings



Tuxedo Buildings

Reference Number	Description	Reference Number	Description	Reference Number	Description
1	Exhibition Building	11	Chataqua Building	21	Legion Baseball Complex
2	Horseshoe Courts	12	Swine Barn	22	Izaak Walton Complex
3	Sand Volleyball Courts	13	Sheep/Goat Barn	23	Bathrooms
4	Second Poultry Building	14	Cattle Barn	24	Campsites
5	Poultry/Rabbit Building	15	Softball Complex	25	White Shed
6	Sertoma Picnic Shelter	16	East Playground	26	Cerny Playground
7	Old Settlers Cabin	17	Racetrack Area	27	Playground Parking Lot
8	4-H Concession Stand	18	Parks Maintenance Shed	28	Dump Station
9	Sertoma Building	19	Parks Supply Hut	30	Fireplace Remains
10	Ag Hall	20	Rodeo Area & Bleachers	31	Dumpster

Owner ■ Ag Society ■ City of Crete





MEDICAL HOLD

In accordance with Nebraska law, you have the right to request the postponement (a delay) of a scheduled disconnection of residential electric service due to health reasons. You must present Crete Public Works Department with a certificate from a duly licensed physician certifying that you or someone living in your house has an existing illness or handicap which would cause this individual to suffer an immediate and serious health hazard by the disconnection of electric service.

Fill out your portion of this form and submit to your licensed physician to complete. This form must be filed with the Crete Public Works Department within five (5) days of receiving notice of disconnection of electric service. Once the City of Crete receives this completed form, the City will delay disconnection for a period of thirty (30) days. All provisions outlined in Crete Municipal Code still apply.

Only one postponement of disconnection is allowed for each incident of non-payment of any past due account.

The information you provide will not be used for any purpose other than to initiate a medical delay. Medical information will not be kept in the customer's billing account. By signing this form, you are authorizing your physician to release your medical information as it pertains to the requested medical hold.

SECTION 1A: To be completed by residential customer of record:	
Name:	
Address of Residence:	
Account Number:	
Phone Number:	E-mail Address:
<i>I certify that the information provided above is accurate and that I am the individual requiring the medical hold or the individual lives in my home.</i>	
Customer Signature:	Date:

Note: If the customer of record is not the individual within the household requiring the medical hold, Section 1B must also be completed. If the customer of record is the individual requiring the medical hold, proceed to Section 2.

SECTION 1B: To be completed by resident of household requiring the medical hold (if individual is not the customer of record):	
If the individual is under 18 years of age or otherwise unable to sign, this section is to be completed by the legal Guardian or Power of Attorney.	
Name:	
Relationship to Customer:	
Phone Number:	E-mail Address:
<i>I certify that the information provided above is accurate, that I am a member of the household of the address noted in Section 1A, and that I am the individual requiring the medical hold.</i>	
Signature:	Date:

SECTION 2: To be completed by physician:	
Name:	
Professional License Number:	Licensing State:
Phone Number:	Type of Medical Practice:
Medical Practice Address:	
<i>I certify that the customer of record or the member of their household noted on this form requires medical equipment/a life support system to which an interruption of electric service would be immediately life-threatening and/or the individual has an existing condition that will be aggravated by the lack of electric service.</i>	
Physician Signature:	Date:

Return the completed form to:
 Crete Department of Public Works
 P.O. Box 86
 Crete, NE 68333
 Phone: 402-826-4312
 E-mail: PW.help@crete.ne.gov



Ricoh IM C2510 with eGoldfax & (RSI Software) Proposal

PREPARED FOR:

Emerson Aschoff
Crete Public Library

PREPARED BY:

Lucas Luxford
Eakes Office Solutions

PROPOSAL DATE:

December 6, 2023

The contents of this proposal are confidential trade secret information and intended for the use of Crete Public Library only. The contents herein may not be reproduced without the specific written permission of Eakes Office Solutions. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, may change, and will be submitted upon your request.

Pricing in this proposal expires 30 days after December 6, 2023.

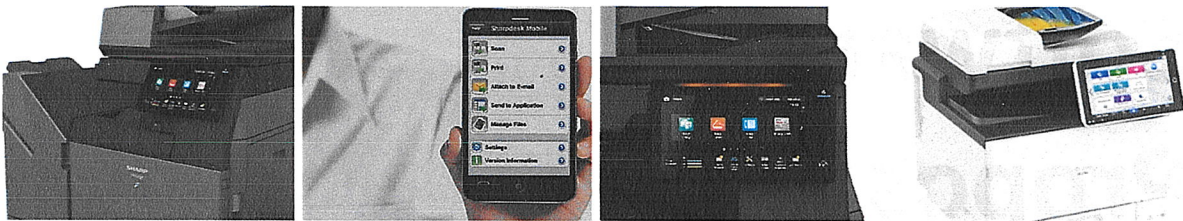
ABOUT EAKES OFFICE SOLUTIONS

Eakes Office Solutions has been an industry leader in the commercial office products and services business for over 75 years and is one of the largest independent dealers in the United States. The company specializes in copiers, printers, office supplies, janitorial products, office furniture and design, and represents brand names such as Sharp, Ricoh, HP, Steelcase, Hon, and many other major lines. Today, Eakes employs over 275 people in the 14 locations – Beatrice, Columbus, Fremont, Grand Island, Hastings, Kearney, Lincoln, McCook, Norfolk, North Platte, Omaha, Scottsbluff, Sioux City and York.

MANAGED PRINT SOLUTIONS

It's not just copying anymore. It's how you move documents around in your organization. Let's talk bundling cost, improving profits, gaining efficiency, and technology. We have multi-function devices that streamline workflow and maximize productivity. Your MFPs become the technology hub for your organization.

From software to hardware... Eakes will create the Managed Print Solution for you.



CUSTOMER C.A.R.E.

Consult

Let's talk. Once we know how you are managing your printing now, that starts the wheels turning for us. Through discussion we uncover what is most important to you now and in the future, that maybe you didn't know could be addressed.

Analyze

From your information, we pull together a team with expertise in printing devices and software. With your organization's objectives, we analyze the data, crunch numbers and formulate a print management solution.

Recommend

Let's talk again. We review your custom print management solution with you and fine tune it.

Execute

Now the rubber meets the road. Eakes team of specialists, technology consultants and service engineers will take the care needed to successfully implement your print management solution within your organization.



INDUSTRY LEADER



Hyakuman Kai Award

Eakes is one of 23 Sharp “Hyakuman Kai Elite Dealers” which represent the largest dealers in the nation. Eakes has been recognized by Sharp Electronics for outstanding sales achievement in Managed Print Solutions with this award for multiple years.



Elite Dealer Award

Eakes has been named one of the country’s Elite Dealers by enx Magazine, receiving the award in 8 times over the last 11 years. The award is presented annually by the magazine to the top equipment, office products and furniture dealers in the United States.



Ricoh Dealer Services Circle of Excellence

Ricoh Dealer Services Circle of Excellence program was designed to recognize only the top group of dealerships who provide outstanding support in accordance with Ricoh’s guidelines.

MANUFACTURER PARTNERS

Sharp has always been an innovator in electronics & technology. From the Ever-Sharp pencil in 1915 to a leader in developing Liquid Crystal Displays and innovative document technologies, Sharp’s passion for creativity enables them to set the pace in the ever-changing office environment. Award winning Sharp MFPs are designed to make device set-up easier and faster as well as to operate, control, monitor, manage and maintain. Precision engineering helps increase workflow efficiency and provide exceptional image quality, Sharp MFPs take you to the next level of productivity and performance.



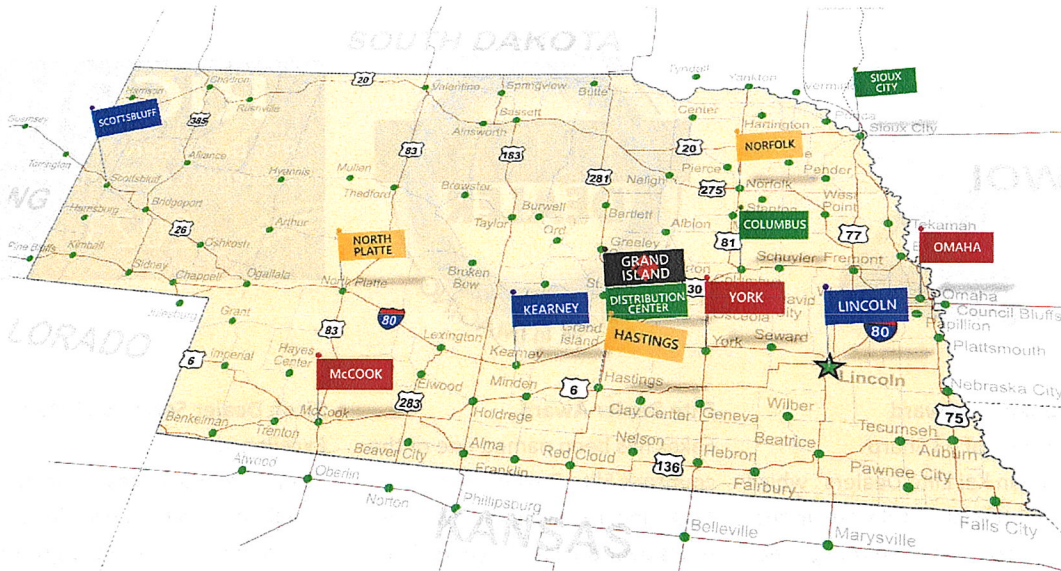
Ricoh is a leader in global technology for more than 80 years. With expertise in capturing, managing and transforming information, Ricoh delivers a broad portfolio of products from desktop to production that help you innovate and grow. From redefining a workplace to providing solutions that help you be more productive and efficient, we make information work for you.



HP is a leader in technology, hands down. HP has recognized Eakes for superior customer service by designating Eakes as a Gold Managed Print Advanced Specialist Partner. Eakes, the only HP independent dealer with this HP recognition in Nebraska, shows that we have met high standards of expertise in the broad range of HP Managed Print solutions.



ACCESSIBLE LOCATIONS



With locations across Nebraska that provide service to Nebraska, Iowa, Kansas, Colorado, Wyoming and South Dakota, Eakes continues the tradition of personal customer service that our customers value the most.

- **Grand Island (Corporate Office)**
617 W 3rd St
Grand Island, NE 68801
308.382.8026 | 800.652.9396
- **Columbus**
2911 13th St
Columbus, NE 68601
402.564.2679 | 800.445.4431
- **Hastings**
839 W 2nd St
Hastings, NE 68901
402.463.2537 | 888.329.1344
- **Kearney**
2401 Avenue A
Kearney, NE 68847
308.234.2538 | 800.652.9399
- **Lincoln**
110 N 35th St
Lincoln, NE 68503
402.438.6700
- **McCook**
120 Norris Ave
McCook, NE 69001
308.345.5447 | 888.772.7114
- **Norfolk**
201 S 1st St
Norfolk, NE 68701
402.371.4181 | 800.925.4552
- **North Platte**
520 N Vine
North Platte, NE 69101
308.534.7800 | 800.356.8844
- **Omaha**
11108 Q St
Omaha, NE 68137
402.898.3017 | 800.652.9396
- **Scottsbluff**
14 E 14 St
Scottsbluff, NE 69361
308.631.5544
- **Sioux City**
510 W 13th St
South Sioux City, NE 68776
402.412.2334
- **York**
710 N Lincoln Ave
York, NE 68467
402.362.5442



PROPOSED SOLUTION

EQUIPMENT

Qty	Model	Description
1	IMC2510	25 PPM Digital Color MFP-Copy, Print & Scan
1	IMC2510	Cabinet Type A5 (2 Drawer with Cabinet)
1	IMC2510	Toner Bottle Lock Type M52
1	RSI ESS 5 Year	RSI Essentials 5 Years (Cloud Printing)
1	Install/Professional Services RSI ESS	Install/Professional Services RSI Essentials (Cloud Printing)
1	eGoldfax	Cloud-based fax server, setup/install, new fax #, and professional services

Please see attached brochure or specification sheet for more details.

RECOMMENDED PAYMENT OPTION: SMART PRINT AGREEMENT (eGoldFax and Ricoh RSI Essentials)

SPA Payment	Months
\$153.41	60

Smart Print Agreement includes:

- All parts, labor, toner, remote & onsite support, training, and service calls
- 5 years/60 months of RSI Essentials (Cloud Printing)
- 5 years/60 months of a 250-page eGoldfax plan (Cloud Faxing).
- **Note: Fax pages will be monitored closely, and changes can be made via. Addendum if necessary**
- 1,035 mono pages per month with additional mono pages billed quarterly at \$0.00700 per page
- 218 color pages per month with additional color pages billed quarterly at \$0.04000 per page
- 4-hour response time

SPA excludes:

- Paper and staples

RECOMMENDED PAYMENT OPTION: SMART PRINT AGREEMENT (eGoldFax only)

SPA Payment	Months
\$148.22	60

Smart Print Agreement includes:

- All parts, labor, toner, remote & onsite support, training, and service calls
- 5 years/60 months of a 250-page eGoldfax plan (Cloud Faxing).
- **Note: Fax pages will be monitored closely, and changes can be made via. Addendum if necessary**
- 1,035 mono pages per month with additional mono pages billed quarterly at \$0.00700 per page
- 218 color pages per month with additional color pages billed quarterly at \$0.045000 per page
- 4-hour response time

SPA excludes:

- Paper and staples

EGOLDFAX SOLUTION

Choose your plan:



- 250 Monthly Page Plan = \$38.49 / Overages = \$0.11 per page
- 500 Monthly Page Plan = \$63.82 / Overages = \$0.11 per page
- 750 Monthly Page Plan = \$90.74 / Overages = \$0.10 per page
- 1,000 Monthly Page Plan = \$114.48 / Overages = \$0.10 per page
- 2,000 Monthly Page Plan = \$176.47 / Overages = \$0.09 per page
- 3,000 Monthly Page Plan = \$285.46 / Overages = \$0.08 per page
- 4,000 Monthly Page Plan = \$355.10 / Overages = \$0.07 per page
- 5,000 Monthly Page Plan = \$412.10 / Overages = \$0.07 per page

****Additional fax lines are only \$1.50 per month for each fax line****

One Time Fax Number Port Fee = \$30.00 per fax number

With eGoldFax, you can eliminate your fax analog line(s) thus saving approximately \$30-\$40 per month per line with your phone carrier. Please verify with your carrier to determine cost savings.

****With eGoldfax, a fax accessory is not required, thus saving = \$7.70 per month ****

No bottlenecks, incoming and outbound faxes. Never miss a fax. All Sharp/Ricoh copiers can be leveraged to send faxes, you are not limited to just one designated copier.

In addition to sending faxes from any Sharp, faxes can be sent from any workstation, tablet, smartphone, etc. Inbound faxes can be routed to specific email address or network folder for easy distribution. You also can track sent/received for regulatory purposes for up to 10 years.

EXECUTIVE SUMMARY

98% Up-Time

Our commitment to quality and service results in an average up-time of 98% for the equipment we provide. We guarantee a quarterly average up-time of 98%, and we will exchange any machine that fails to achieve this.

Manufacturer's Specifications

We provide precise records that track a complete customer history of equipment performance, print usage and maintenance requirements to ensure peak operation of your system. Should the unit be un-repairable onsite, we will provide a temporary replacement at no charge until repairs are completed.

4-Hour Response Time

Our dealership provides rapid call back with 4-hour or less service response time.

Manufacturer-Trained Personnel

All improvements made available by the manufacturer will be installed at no additional charge. Equipment operators will be provided with free, unlimited training for the lifetime of the digital system while maintained under one of our Agreements.

EAKES SERVICE

Expertise

Industry experience, we've got it! With 43 Service Engineers conveniently located throughout our market averaging 16 years in the industry – that's over 665 years of technical expertise.

Advanced Service Dispatch

Within minutes of your call or email to us, a Service Engineer is notified.

Remote Service

With today's technology, some service calls can be completed quickly by our Service Engineers accessing devices remotely. That's fast service.

e-info

With Eakes' online service portal, e-info, you can easily order toner, request service or submit meter readings all from one simple interface.

Continuing Education

Our Service Engineers are continuously training with the manufacturers, Eakes Technical Trainer and our pooled resources internally.

Team Leadership

The Service team is led by a trio with almost 85 years technical experience at Eakes. They provide support directly to the technical team in the field.



TECHNOLOGY SERVICES CONSULTANTS

Your equipment has been delivered and installed. Now what? How do you get the most out of your investment?

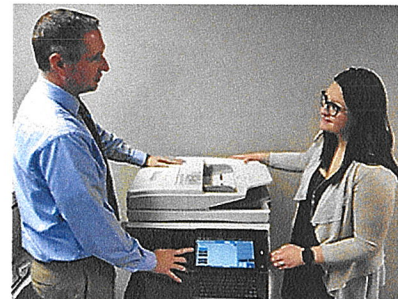
Training. Training. Training.

Our Technology Services Consultants provide integrated training and support. It is user-specific training and consulting from basic printing needs to the most sophisticated, networked systems and software solutions.

The key contact in your organization will work with Eakes Technology Services Consultants to create a technology training plan for users. Training will be conducted in front of the machines with user interaction to assure competence.

Our trainers specialize in...

- Installation
- Integration
- Printing
- Account Control Software
- Document Management
- Fax Servers



SOFTWARE SERVICES

Today's multi-function printing devices are smarter. They have touch screens and the ability to run embedded software directly on the device itself. This new technology has allowed us to bring a popular print and document management software into the MFP space, making it a technology hub for your organization.

We work with you from discovering what documents and processes you are managing in your organization, to finding the best software solution for you and demonstrating how the software works specifically to your needs. We work side-by-side with your staff on both installing and training on the new software. It's a complete package of services.

Discovery Meeting

What documents and processes are you managing in your organization? Once we understand what you are doing, we can create a solution that will provide economy or efficiency or both.

Demonstration

Our demonstration shows how the software solution can be applied in your environment, with your processes and workflow.

Installation

Our Technology Consultants work directly with you to fine tune the installation and application within your organization and create a Statement of Work defining the entire implementation plan.

Training

Eakes Technology Consultants will also work with you on this project to create a technology training plan. Training options include train-the trainer, group training or multiple sessions.

SOFTWARE PARTNERS



PaperCut MF is a low-cost software solution that is primarily used to manage print and copy access, implement quotas, charge per page and account by user, department or client via silent tracking or policy.



GoldFax, built on Microsoft .NET™ technology, integrates Sharp OSA-enabled MFPs into enterprise-class Fax Server solutions at a small business price. Increase productivity: automated fax routing and PC faxing. Integrates with your software applications, e-mail and phone system.



docMgt was designed to provide you with an easy way to address your document management challenges. It's intuitive, affordable and cost effective. With docMgt, you can manage content from any source whether its scanning paper documents, importing emails, generating e-forms or importing document created in other applications or systems.

MANAGED PRINT REFERENCES

Westside Community Schools

Bob Zagozda
402-390-2138
zagozda.robert@westside66.net
4-year Contract includes eGoldfax/Papercut



Gretna Public Schools

Dr. Rich Beran
402-332-3265
rberan@gpsne.org
5-year Contract includes eGoldfax/Papercut



Wayne State College

John Dunning
402-369-2262
jodunni1@wsc.edu
5-year Contract includes eGoldfax/Papercut



Columbus Public Schools

Leonard Kwapnioski
402-563-7000
kwapnioskil@discoverers.org
5-year Contract includes Papercut



Fremont Public Schools

Scott Stoltenberg
402-727-4190
Scott.Stoltenberg@fpsmail.org
5-year Contract includes Papercut



Lincoln Electric System

Todd Dlouhy
402-473-3198
tdlouhy@les.com
5-year Contract includes eGoldfax/Papercut





CITY OF CRETE

INFRASTRUCTURE
MATERIAL SPECIFICATIONS
CONSTRUCTION TESTING
SUBMITTAL REQUIREMENTS

MARCH 2024

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MATERIAL SPECIFICATIONS

A. Concrete

1. **Concrete** for streets, sidewalks, drainage structures and other structures shall be NDOT 47B (Traditional Mix, 30% Type E Aggregate) – 3500 psi, as per latest NDOT specifications. Class C Fly Ash is not allowed. Type IP cement will be used for all concrete.
2. Full width slip form paving is the preferred method of construction for street paving. A waiver on this requirement may be granted by the City, if requested by the Subdivider/Developer.

B. Storm Sewer

1. **Storm Sewer Pipe** shall be Class III reinforced concrete pipe (RCP).
2. **Inlets** shall be NDOT type curb inlets. Inlets shall be cast in place concrete.
3. **Drainage Structures** shall be NDOT type manholes, junction boxes, collars, pipe taps, etc.

C. Water

1. **Water Main Pipe** shall be Polyvinyl Chloride (PVC) Class 150 DR18 meeting all of the requirements of AWWA C-900 (latest revision) with push-on gasketed bell ends, minimum size 6-inch, color to be blue. Minimum cover of 5'-6".
2. **Fittings** shall meet the requirements of ANSI/AWWA C153/111 or C110/153 mechanical joint and cement lined. All fittings shall be polywrapped and shall have poured in place thrust blocks.
3. **Couplings** will be Ductile Iron with stainless steel bolts and nuts. The working pressure shall be 150 psi.
4. **Valves** shall be Mueller Co., American Flow Control, or Kennedy Valve, and shall conform to ANSI/AWWA C509. Values shall be resilient – wedge type valves with non-rising stems. Direction of opening: Counterclockwise
5. **Valve Boxes** shall have a screw type extension sleeve. The cover shall have the word "WATER" cast thereon.
6. **Fire Hydrants** shall be American Flow Control B-84-B, Mueller Super Centurion 250, or Kenney Guardian K81-D, and shall conform to ANSI/AWWA C502. The fire hydrant shall have a 6" inlet connection, 5-1/4" main valve opening, one 4-1/2-inch pumper nozzle and two 2-1/2" hose nozzles with a minimum 6'-0" bury. Direction of opening: Counterclockwise. Color to be red.
7. **Tracer Wire** shall be installed with all water main. The tracer wire shall be No. 12 AWG Solid Copper or Solid Copper Clad Steel (CCS), 350-pound minimum break load with type THHN insulation. Connectors (splice) shall be Copperhead SnakeBite connector, 3M DBR connector or approved equal rated for direct bury. Valvco tracer wire access boxes will be installed at approximately one block intervals along the route of the water main which includes fire hydrant locations.
8. **Water Service Line Pipe** shall be polyethylene (PE) plastic pipe (SIDR-PR) conforming to ASTM D2239 and AWWA C901, SIDR7. Minimum size 3/4" and minimum cover of 5'-6".
9. The water service line will be connected to the water main with a saddle (Smith Blair Model 317) and a corporation with a swivel 1/8 bend. The working pressure

shall be 150 psi. The water service line will terminate with a curb stop with a 42-inch stationary rod and an arch pattern extendable type curb stop box with a minimum inside diameter of 1-1/2 inches and a pentagon bolt plug style lid. The curb stop box will be located on the street right of way line/property line.

D. Sanitary Sewer

1. **Sewer Main Pipe** shall be Polyvinyl Chloride (PVC) solid wall pipe conforming to ASTM D3034, SDR35 with bell and spigot type joint with a rubber gasket, minimum size 8 inch.
2. **Manholes** shall be precast concrete in accordance with ASTM C478 with resilient connectors complying with ASTM C923. The base shall be precast or cast in place. Joints will be sealed with a flexible butyl rubber joint sealant. Exterior bituminous dampproofing of the manhole sections is required. Manhole steps shall be ½ inch grade 60 reinforcing steel encapsulated in molded copolymer polypropylene. The manhole cover will be a Deeter Foundry 1030 Ring and Cover.
3. **Sanitary Sewer Service Line Pipe** shall be Polyvinyl Chloride (PVC) solid wall pipe SDR 26 with bell and spigot type joint with a rubber gasket minimum size 4 inch. The sanitary sewer service line will terminate with a plug at the street right of way line/property line.
4. **Sanitary Sewer Service Wye** will be compatible with the main line sewer material.

E. Detectable Warning Panels

1. If sidewalk is constructed as part of the project at all curb ramps, detectable warning panels will be installed. The panels shall be Armor Tile Cast in Place System, Color Black.

F. Street Lighting

1. The City shall approve all street lighting.

G. Subgrade, Trench and Grading

1. All subgrade, trench and grading compaction shall meet the requirements of the Geotechnical Report.

H. All sanitary sewer and water improvements will meet the requirements of the Recommended Standards for Water Works, latest edition (aka 10 States Standards) by Great Lakes. Upper Mississippi River Board of State Public Health and Environmental Managers.

CONSTRUCTION TESTING

- A. Grading/Fill Testing:
 - 1. Frequency of Tests:
 - a. 1 test for each lift of 0 to 1 foot in depth per 100' x 100' area.

- B. Trench Testing:
 - 1. Water Piping: Frequency of Tests:
 - a. Under Paving, Slabs-on-Grade and Similar Construction:
 - 1. 1 test per 150 linear feet of main line. Test at random depths.
 - 2. 1 test of each service line. Test at random depths.
 - b. Nonpaved Area:
 - 1. 1 test per 300 linear feet of main line. Test at random depths.
 - 2. 1 test of each service line. Test at random depths.
 - 2. Sanitary Sewer Piping: Frequency of Tests:
 - a. Under Paving, Slabs-on-Grade and Similar Construction:
 - 1. 2 tests per 150 linear feet of main line, test lower portion and test upper portion of trench.
 - 2. 1 test of each service line. Test at random depths.
 - b. Nonpaved Area:
 - 1. 2 tests per 300 linear feet of main line, test lower portion and test upper portion of trench.
 - 2. 1 test of each service line. Test at random depths.
 - 3. 1 test at each manhole location. Test at random depths.
 - 4. Storm Drainage Piping: Frequency of Tests:
 - a. Under Paving, Slabs-on-Grade and Similar Construction:
 - 1. 1 test per 150 linear feet of main line. Test at random depths.
 - b. Nonpaved Area:
 - 1. 1 test per 300 linear feet of main line. Test at random depths.

- C. Subgrade Testing:
 - 1. Frequency of Tests: 1 test per 100 to 150 linear feet of subgrade.

- D. Concrete Testing:
 - 1. Compressive Strength Test Samples: ASTM C 39. For each test, mold and cure 3 concrete test cylinders. A set of 3 test cylinders shall be collected for every 100 cubic yard or fractional part thereof for each class of concrete placed in a day. At least one set of cylinders is required for each day concrete placement takes place for paving, sidewalk and cast in place structures.
 - a. One additional cylinder may be required for a break prior to 7 days.
 - b. Take 1 additional test cylinder during cold weather concreting, as defined by the Nebraska Department of Transportation Standard Specifications Latest Edition and cured on the job site under the same conditions as the concrete it represents.

- c. If the compressive strength is less than specified, the concrete paving will be subject to a pay deduction or rejection as defined by the Nebraska Department of Transportation Standard Specifications Latest Edition.
2. Slump Test - Perform 1 slump test for each set of test cylinders taken.
 - a. If the concrete mixture is excessively wet causing segregation, excessive bleeding, or any other undesirable condition, the concrete shall be rejected.
 - b. If the slump is outside the allowable limits as defined by the Nebraska Department of Roads Standard Specifications Latest Edition, the load of concrete shall be rejected.
 3. Air Test - Perform 1 air content test for each set of test cylinders taken.
 - a. If the air content is less than the minimum specified, only one addition of air-entraining admixtures is allowed.
 - b. If the air content is outside the allowable limits as defined by the Nebraska Department of Roads Standard Specifications Latest Edition, the load of concrete shall be rejected.
 4. Pavement Thickness Test:
 - a. Obtain a core sample of concrete paving at 150-foot intervals of the entire length of paving.
 - b. If the pavement thickness is less than specified, the pavement will be subject to a pay deduction or rejection as defined by the Nebraska Department of Transportation Standard Specifications Latest Edition.

E. Flushing:

1. Water Main:
 - a. Procedure:
 1. Obtain approval of City to flush new water main and to discharge chlorinated water into storm sewer or natural water way.
 2. Use flushing methods which prevent damage to private and public property.
 3. Hydrants may be used for flushing.
 4. Minimum Flushing Velocity: 2.5 feet per second (fps).
 5. Flush 5 times the volume of the line or as directed by City.
 6. Ascertain that heavily chlorinated water has been removed from the water line.
 7. Chlorine concentration should be no higher than that generally maintained in the system or less than 1 mg/L.
 - b. Chlorinated Water Discharge:
 - a. Discharge/dispose of the chlorinated water resulting from the disinfection of the water improvements in an appropriate manner and in strict compliance with local, state and federal requirements for discharges to any storm drain, surface water, ditch or other waterway.
 - b. Do not discharge 'super-chlorinated' (concentration of 4 mg/L or higher) water directly to any storm sewer drain system, surface water or other waterway without permission of the City.

1. Super-chlorinated water may only be discharged after dechlorination by aeration, retention, dissipation, or chemical treatment using a portable dechlorinator to “no measurable chlorine” content.
2. Removal of any residual chlorine must be completed before any discharge into an environmentally sensitive area or surface water.
- c. If the discharge is to a ditch, at a minimum, all regulatory requirements and the following stipulations shall be complied with.
 1. The water in the ditch(es) shall not have measurable residual chlorine within 1,000 feet of the point of discharge or at the point of entry into an environmentally sensitive area, surface water or other waterway, whichever distance is less.

F. Bacteriological Testing:

1. Water Samples:
 - A. Procedure:
 1. After final flushing and before new waterline is placed in service, fill line with potable water.
 2. Install corporation stop on waterline with copper tube gooseneck assembly.
 3. Bacteriological samples shall be analyzed for the presence of coliform bacteria. Samples shall be tested in accordance with Standard Methods for the Examination of Water and Wastewater. A passing sample is defined as results showing absence (zero presence) of coliform bacteria.
 4. Contractor shall conduct bacteriological sample collection and testing in conformance with one of the following options:
 1. Collect 2 consecutive sets of samples at least 16 hours apart.
 2. At the conclusion of flushing, allow the main to sit without water use for a minimum of 16 hours. After the minimum of 16 hours, two sets of samples shall be collected a minimum of 15 minutes apart while the sample taps are left running.
 5. Location of Samples:
 - a. 1 set at end of each test section.
 - b. 1 set for every 1,200 feet.
 - c. 1 set from each branch.
 6. Collect samples in sterile bottles treated with sodium thiosulfate.
 7. Do not take samples from hose or fire hydrant.
2. Submit water samples to the state regulatory agency laboratory or certified testing laboratory for bacteriological analysis.
3. Bacteriological Test Failure:
 - a. Repeat flushing and disinfection procedures.
 - b. Use continuous-feed method for disinfection.

- c. Repeat bacteriological sampling and testing.
- d. Contractor may be invoiced for the water used to flush if more than 2 sets of samples fail (at the discretion of the City).

G. Pressure Testing:

1. Water Main:

- 1. Perform a Hydrostatic Test of all water main piping.
- 2. Pressure test piping and appurtenances in accordance with AWWA C600 or C605.
- 3. Test individual sections between valves.
- 4. Test Pressure: 150 psi
- 5. Minimum Test Period: 2 hours

2. Allowable Leakage:

- 1. No pipe installation will be accepted if the quantity of makeup water is greater than that determined by the following formula.

$$Q = LD \times \sqrt{P} \text{ divided by } 148,000 \text{ where}$$
 - Q = Quantity of makeup water, in gallons per hour
 - L = Length of pipe section being tested, in feet
 - D = Nominal diameter of pipe in inches
 - P = Average test pressure during the hydrostatic test, in pounds per square inch (gauge)
 - \sqrt{P} means the square root of P

H. Sewer Main:

- 1. Perform a Low-Pressure Air Test of all sanitary sewer main piping.
 - a. Test in accordance with ASTM F1417.
 - b. Test individual section(s) between pneumatic plugs.
 - c. Test pressure of 3.5 psi at start of test.
 - d. More than 1.0 psi pressure drop during test time indicates failed test.
- 2. Perform an alignment and deflection test of all sanitary sewer main piping.
 - a. Provide alignment and deflection test 30 days after backfilling trench.
 - b. Use rigid ball or mandrel having not less than 95 percent of base inside diameter or average inside diameter of pipe depending on which is specified in ASTM to which the pipe is manufactured.
- 3. Perform a TV Inspection of all of the sanitary sewer main piping, which includes:
 - a. DVD Video Tape/Flash Drive.
 - b. Written log of location of:
 - 1. Service wyes or tees as measured from manhole.
 - 2. Location of defects in pipe or joints.
 - 3. Location of debris in pipe.
 - 4. Location of any sags.
 - 5. Other notable items in pipe.

I. Sewer Force Main:

- 1. Pressure test piping and appurtenances in accordance with AWWA C600.
- 2. Test individual section(s) between valves.
- 3. Test Pressure: 150 psi
- 4. Minimum Test Period: 2 hours

5. Allowable Leakage:
No pipe installation will be accepted if the quantity of makeup water is greater than that determined by the following formula.

$Q = LD \times \sqrt{P}$ divided by 148,000 where

Q = Quantity of makeup water, in gallons per hour

L = Length of pipe section being tested, in feet

D = Nominal diameter of pipe in inches

P = Average test pressure during the hydrostatic test, in pounds
Per square inch (gauge)

\sqrt{P} means the square root of P

J. Testing Documentation and Failed Tests:

1. The independent testing laboratory shall document the location, date and test results of all testing on the project. Tests and test locations that fail will be retested until the test result meets the specifications. A copy of all test results will be furnished to the City Administrator.
2. The independent testing laboratory shall document placed concrete items. Documentation shall include concrete item tested, type of test sample taken, test results (slump, air content, air temperature, etc.), date, test cylinder number and location of sample collected.
3. Additional Tests: The testing laboratory shall make additional tests of concrete, when test results indicate that slump, air entrainment, compressive strength, pavement thickness or other requirements have not been met.

SUBMITTAL REQUIREMENTS

- A. Subdivider/Developer shall submit to the City Administrator three (3) paper copies and an electronic copy (PDF of each item) combined on one (1) DVD/Flash Drive of the following for review and approval by the City:
1. Final Plans and Specifications of Improvements, prepared by an Engineer licensed in the State of Nebraska
 2. Final Drainage Report, prepared by an Engineer licensed in the State of Nebraska
 3. Traffic Study (if required) prepared by an Engineer licensed in the State of Nebraska
 4. Landscape/Tree Plan (If required)
 5. Storm Water Pollution Prevention Plan (SWPPP) prepared by an Engineer licensed in the State of Nebraska
 6. Geotechnical Report, prepared by a Geotechnical Engineer licensed in the State of Nebraska
 7. Unit Price Cost Opinion of Improvements, prepared by an Engineer licensed in the State of Nebraska
 8. Subdivision Agreement
- B. Prior to the start of construction activities, the Subdivider/Developer shall submit to the City Administrator three (3) paper copies and an electronic copy (PDF of each item) combined on one (1) DVD/Flash Drive of the following for review and approval by the City:
1. Shop Drawings of Materials and Equipment to be incorporated into Project.
 2. Executed Contract with Construction Company.
 3. Approval Letter of Improvements from:
 - a. Nebraska Department of Environment and Energy
 - b. Nebraska Department of Environment and Energy
 4. Permits
 - a. NPDES Permit for Storm Water Discharges from Construction Sites
 - b. NDOT (If Applicable)
 - c. Other Permits (If Applicable)
- C. The Subdivider/Developer shall retain the services of a certified testing laboratory to provide the following testing services during construction. The Subdivider/Developer shall pay for all testing and retesting costs.
1. Grading/Fill Testing
 2. Trench Testing
 3. Subgrade Testing
 4. Concrete Testing
 - a. Air
 - b. Slump
 - c. Compressive Strength
 5. Pavement Thickness Testing
 6. Sanitary Sewer Main Testing
 - a. Low Pressure Air Test

- b. Alignment and Deflection Test
 - c. TV Inspection
 - 7. Water Main Testing
 - a. Bacteriological Samples
 - b. Hydrostatic Pressure Test
 - 8. Storm Water Pollution Prevention Plan (SWPPP) Monitoring
 - a. Storm Water Construction Site Inspection Report by a certified erosion and sediment control inspector
 - b. Erosion and Sediment Control Maintenance Report by a certified erosion and sediment control inspector
 - 9. Testing Data shall be submitted to the City Administrator as each element of the project is completed.
- D. Post Construction Review:
 - 1. Subdivider/Developer shall submit to the City Administrator three (3) paper copies and an electronic copy (PDF) on a CD the following:
 - a. As Built drawings of the improvements by the Engineer who prepared the plans and specifications.
 - b. Final statement of costs prepared by the Engineer who prepared the plans and specifications.
 - c. Request in writing by the Subdivider/Developer for the City to accept the improvements.

ORDINANCE NO. 2196

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO WAGES AND SALARIES; TO AMEND ORDINANCE NO. 2177, 2189, AND 2193 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. 2177, 2189, and 2193 shall be amended and replaced by the new Exhibit A attached hereto. Said Exhibit shall be incorporated herein and in Ordinance No. 2177, 2189, and 2193 as though set out in full.

Section 2. That all other sections, provisions, or parts of Ordinance No. 2177, 2189, and 2193 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 March, 2024.

Mayor

ATTEST:

City Clerk

Seal

ORDINANCE 2196 - EXHIBIT A

Amending Ordinance 2193

**NON-BARGAINING UNIT OFFICER AND EMPLOYEE SALARIES & WAGES
SALARIED POSITIONS**

APPOINTED POSITIONS	Maximum Salary Per Biweekly Pay Period
City Administrator	\$6,679.50
City Attorney	\$5,572.32
City Clerk	\$3,498.45
City Treasurer/Finance Director	\$3,910.15
Fire Chief	\$460.98

NON-APPOINTED POSITIONS	Maximum Salary Per Biweekly Pay Period
Airport Manager	\$2,307.69
Ambulance Administrator	\$352.77
Assistant Fire Chief	\$276.57
Building Inspector	\$2,946.21
Community Assistance Director	\$2,587.36
Deputy City Clerk	\$2,425.21
Economic Development Coordinator	\$2,425.63
Economic Development Director	\$3,553.73
Electric Superintendent	\$4,095.61
GIS Technician & Technical Support Specialist	\$2,589.24
Grant Writer	\$2,343.20
Human Resource Coordinator	\$2,589.68
Human Resources Director	\$3,254.00
IT Director	\$3,423.15
Library Director	\$3,211.15
Media Specialist	\$2,130.73
Office Manager	\$2,611.34
Parks and Recreation Director	\$3,706.34
Police Chief	\$4,366.08
Police Captain	\$3,470.41
Public Works Director	\$4,524.14
SSAR Report Preparation	1/4 Annual State Incentive Payment
Street Superintendent	3/4 Annual State Incentive Payment
Street Supervisor	\$2,860.62

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	\$20.77	\$21.82	\$22.87	\$23.92	\$24.97	\$26.02	\$27.07	\$28.14
FIRE & RESCUE	1							
Ambulance Attendant	\$24.04							
Ambulance Maintenance	\$17.07							
Firefighter Call Response	\$8.00	per call						

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Officer Call Response	\$10.00		per call						
LIBRARY	1	2	3	4	5	6	7	8	
Assistant Director	\$21.84	\$22.96	\$24.08	\$25.20	\$26.32	\$27.44	\$28.56	\$29.69	
Children's Librarian	\$19.81	\$20.80	\$21.79	\$22.78	\$23.77	\$24.76	\$25.75	\$26.71	
Librarian	\$19.81	\$20.80	\$21.79	\$22.78	\$23.77	\$24.76	\$25.75	\$26.71	
Library Clerk	\$16.05	\$16.82	\$17.59	\$18.36	\$19.13	\$19.90	\$20.67	\$21.41	
Library Aide	\$14.00								
PARKS & RECREATION	1	2	3	4	5	6	7	8	
Parks Groundskeeper I	\$18.17	\$19.09	\$20.01	\$20.93	\$21.85	\$22.77	\$23.69	\$24.62	
Parks Groundskeeper II	\$21.31	\$22.35	\$23.39	\$24.43	\$25.47	\$26.51	\$27.55	\$28.60	
Parks Seasonal Laborer	\$13.29	\$13.65	\$14.01	\$14.37	\$14.74				
Pool Cashiers	\$12.00	\$12.35	\$12.65	\$12.96					
Pool Lifeguards	\$12.77	\$13.43	\$14.09	\$14.74					
Pool Manager/Swim Coach	\$14.61	\$15.22	\$15.83	\$16.44	\$17.05	\$17.66			
Assistant Pool Manager/Swim Coach	\$13.43	\$14.09	\$14.74	\$15.48					
Recreation Coordinator	\$21.31	\$22.35	\$23.39	\$24.43	\$25.47	\$26.51	\$27.55	\$28.60	
Referees/Coaches	\$12.00								
Training Pay	\$12.00								
POLICE	1	2	3	4	5	6	7	8	
Administrative Assistant (PD)	\$17.59	\$18.66	\$19.73	\$20.80	\$21.87	\$22.94	\$24.01	\$25.05	
Code Enforcement Officer	\$19.46	\$20.49	\$21.52	\$22.55	\$23.58	\$24.61	\$25.64	\$26.67	
Noncertified Conditional Officer	\$22.40								
PUBLIC WORKS	1	2	3	4	5	6	7	8	
ADMINISTRATION									
Admin Asst/Asst Office Manager	\$20.54	\$21.60	\$22.66	\$23.72	\$24.78	\$25.84	\$26.90	\$27.98	
Bookkeeper	\$17.65	\$18.72	\$19.79	\$20.86	\$21.93	\$23.00	\$24.07	\$25.14	
Customer Service Rep.	\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01	
Janitor/Custodian	\$15.84	\$16.49	\$17.14	\$17.79	\$18.44	\$19.09	\$19.74	\$20.37	
Transfer Station Attendant	\$13.29	\$13.65	\$14.01	\$14.37	\$14.74				
Additional Duty	\$0.63	\$0.99	\$1.35	\$1.70	\$2.05	\$2.41	\$2.76	\$3.12	
Meter Reader	\$0.39		per meter						
CEMETERY									
Cemetery Sexton	\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01	
Seasonal/Laborer	\$13.29	\$13.65	\$14.01	\$14.37	\$14.74				
ELECTRIC									
Electric Foreman	\$33.81	\$35.28	\$36.75	\$38.22	\$39.69	\$41.16	\$42.63	\$44.11	
Electric Groundperson	\$22.21	\$23.48	\$24.77	\$26.05	\$27.33	\$28.61	\$29.89	\$31.18	
Electric Lineman I	\$32.14	\$33.51	\$34.88	\$36.25	\$37.62	\$38.99	\$40.36	\$41.74	
Electric Lineman II	\$26.52	\$27.81	\$29.10	\$30.39	\$31.68	\$32.97	\$34.26	\$35.54	
Power Plant Operator	\$24.78	\$25.68	\$26.59	\$27.48	\$28.39	\$29.29	\$30.20	\$31.11	

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Power Plant Superintendent		\$31.29	\$32.51	\$33.73	\$34.95	\$36.17	\$37.39	\$38.61	\$39.84
	STREET								
Street Foreman		\$24.93	\$26.15	\$27.37	\$28.59	\$29.81	\$31.03	\$32.25	\$33.50
Street Operator		\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
	WASTEWATER								
Wastewater Lead Operator		\$27.38	\$28.77	\$30.16	\$31.55	\$32.94	\$34.33	\$35.72	\$37.13
Wastewater Operator		\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
Wastewater Superintendent		\$33.64	\$35.26	\$36.88	\$38.50	\$40.12	\$41.74	\$43.36	\$44.95
	WATER								
Water Foreman		\$26.80	\$28.17	\$29.54	\$30.91	\$32.28	\$33.65	\$35.02	\$36.36
Water Operator		\$22.00	\$23.43	\$24.86	\$26.29	\$27.72	\$29.15	\$30.58	\$32.01
Water Superintendent		\$28.20	\$29.68	\$31.16	\$32.64	\$34.12	\$35.60	\$37.08	\$38.59

B. PROJECT INFORMATION:

Please provide a Brief Project Summary Description:

The Isis Theatre renovation has been spearheaded by the Blue River Arts Council, a 501(c)(3) founded in 2018. The Building was purchased by the City of Crete and per written agreements previously signed, the City will continue to own the building for five years after reopening to further secure its investment and to comply with DED grant terms. The building will then be transferred to BRAC who has paid for the renovation. The investments of the two entities are set forth on the renovation budget attached. The Arts council has spent five years planning the renovation and raising funds needed. At this point, there is a funding shortage. The final extent of the shortage is unknown because various funding requests and grant applications are still pending. However, the contractors are ready to sign the remaining subcontractors needed to finish the project and all parties need to be assured that adequate capital is available to pay all commitments.

The Blue River Arts Council is applying for a line of credit for \$255,500 from Pinnacle Bank. That amount mirrors the final change order necessary for Kingery Construction. Funds would be drawn on the line of credit as needed to finish construction, but any pending grants awarded and all Phase 1 or 2 grants later awarded to BRAC will be applied against the loan as they are received. We are requesting a loan guarantee for a period of one year from the date of reopening. This will allow us to get the Isis reopened this summer, but gives us time to collect final payment of all grants and funds awarded to the project before any final shortfall is determined. At all steps of the process, the Arts Council has updated the City as to funds raised and provided all accounting and bank information whenever requested and we will continue to do so. If there is a final shortfall, BRAC would have at least six months of Isis operating verification in order to apply for a long-term loan for the sum remaining due.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$ 90,000.00	\$
Renovation/Rehabilitation	\$ 2,021,278.00	\$ 255,000.00
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$ 20,000.00	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 2,131,278.00	
	Total LB840 Funds Requested:	\$ 300,000
		\$ 255,000.00

Loan Guarantee only

C. FUNDING SOURCES AND EQUITY INJECTION:

If Borrowing, Name of Lender: Pinnacle Bank

Loan Amount: CHF 255,500.00 Loan Term (Years): 1 year after opening

Amount Injected Into the Project by Business/Partners/Owners:

Other Funding Source(s) and Amount(s): See attached \$1,815,000 already raised